

# COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1015



AND

THE CITY OF LLOYDMINSTER



LLOYDMINSTER

Effective from January 1, 2022 – December 31, 2026



## TABLE OF CONTENTS

PREAMBLE.....	5
DEFINITIONS .....	6
ARTICLE 1 - PURPOSE OF AGREEMENT .....	7
ARTICLE 2 - GENERAL PROVISIONS .....	7
2.01 .....	7
2.02 .....	7
2.03 Persons Not in Bargaining Unit .....	8
2.04 New Classifications.....	8
2.05 Union Representatives .....	8
2.06 Correspondence .....	8
2.07 Labour-Management Committee .....	8
2.08 Discrimination .....	9
2.09 Harassment .....	9
ARTICLE 3 - UNION MEMBERSHIP .....	9
3.01 .....	9
3.02 Dues Deduction .....	9
3.03 .....	10
ARTICLE 4 - MANAGEMENT FUNCTIONS .....	10
4.01 .....	10
ARTICLE 5 - DISCIPLINE, DISCHARGE OR RESIGNATION.....	10
5.01 Discipline or Discharge .....	10
5.02 Personnel Files.....	11
5.03 Resignation .....	11
ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE .....	12
6.01 Statement of Intent .....	12
6.02 Grievance Definition .....	12
6.03 Role of Shop Stewards.....	12
6.04 Mandatory Conditions.....	12
6.05 Grievance Procedure.....	13
6.06 Policy Grievance.....	13
6.07 Dismissal .....	14
6.08 Arbitration .....	14

6.09	Probationary Period .....	14
<b>ARTICLE 7 - SENIORITY AND PROBATION.....</b>		<b>14</b>
7.01	.....	14
7.02	.....	15
7.03	.....	15
7.04	.....	15
7.05	Loss of Seniority .....	15
7.06	Seniority Lists .....	15
7.07	Role of Seniority .....	16
7.08	Notification to Union.....	16
7.09	Long Service Recognition.....	16
<b>ARTICLE 8 - VACANCIES, NEW POSITIONS AND RECLASSIFICATIONS .....</b>		<b>16</b>
8.01	Vacancies or New Positions .....	16
8.02	Modified Work Arrangements .....	17
8.03	Recall .....	17
8.04	Job Bidding.....	17
8.05	Position Change (Reversion).....	17
8.06	Position at a Higher Rate of Pay.....	18
<b>ARTICLE 9 - NOTICE BOARDS.....</b>		<b>18</b>
9.01	Notice boards .....	18
<b>ARTICLE 10 - MEDICAL EXAMINATIONS .....</b>		<b>18</b>
10.01	Medical examinations .....	18
<b>ARTICLE 11 - HEALTH AND SAFETY.....</b>		<b>18</b>
11.01	.....	18
11.02	.....	18
11.03	First Aid Equipment .....	19
<b>ARTICLE 12 – BENEFITS PLAN.....</b>		<b>19</b>
12.01	.....	19
a)	Group Life Insurance .....	19
b)	Group Pension Plan.....	19
c)	Extended Health Benefits/Long Term Disability and Dental Plan .....	19
d)	Employee Family Assistance Program.....	20
e)	Wellness Account .....	20
f)	Benefits for Part-time or Term Employees .....	20
g)	Elimination of Duplicate Coverage .....	20

ARTICLE 13 - LEAVES OF ABSENCE .....	20
13.01 General Leave .....	20
13.02 a) Union leave: .....	21
b) Union Office Leave: .....	21
13.03 Public Office Leave.....	21
13.04 School Trustee Leave.....	21
13.05 Maternity, Paternity and Adoption Leave .....	21
13.06 Sick Leave .....	22
13.07 Benefits While on Leave .....	22
13.08 Termination of Leave .....	22
13.09 Payment of Premiums .....	22
13.10 Job-protected Leave.....	23
ARTICLE 14 - NO STRIKE OR LOCK OUT.....	23
14.01 .....	23
ARTICLE 15 - PAY FOR TIME WORKED .....	23
15.01 Hours of Work.....	23
15.02 Guaranteed Work Week .....	23
15.03 Normal Hours of Work .....	24
15.04 Daylight Savings Time .....	24
15.05 Overtime.....	24
15.06 Days Off .....	24
15.07 Overtime on a Holiday .....	24
15.08 Shift Differential .....	25
15.09 Lead Hand Premium.....	25
15.10 Posted Schedules.....	25
15.11 Flex Time.....	25
15.12 Level Increases .....	25
15.13 Averaging Arrangement.....	26
ARTICLE 16 - PAY FOR TIME NOT WORKED.....	27
16.01 Part-Time and Temporary.....	27
16.02 Rest Periods .....	27
16.03 Meal Breaks.....	27
16.04 Standby Premium .....	28
16.05 Public Holidays .....	28
16.06 Annual Vacation .....	29

16.07	Non-Occupational Sickness and Injury Pay .....	29
16.08	Retirement and Severance Pay .....	30
16.09	Notice of Termination and Lay off .....	31
16.10	Bereavement Leave.....	31
16.11	Jury/Witness Duty.....	31
16.12	Education Leave .....	31
16.13	Examination or Recertification Fees .....	31
16.14	Negotiation Pay Provisions .....	32
16.15	Medical Appointment Leave.....	32
16.16	Workers' Compensation Supplement.....	32
<b>ARTICLE 17 – MODIFIED WORK.....</b>		<b>32</b>
17.01	.....	32
<b>ARTICLE 18 - JOB SECURITY .....</b>		<b>33</b>
18.01	.....	33
18.02	.....	33
18.03	.....	33
18.04	.....	33
<b>ARTICLE 19 - GENERAL .....</b>		<b>33</b>
19.01	Copies of Agreement.....	33
19.02	Cash Shortage.....	33
19.03	Footwear .....	34
19.04	Tool Allowance .....	34
<b>ARTICLE 20 - PERIOD OF AGREEMENT .....</b>		<b>34</b>
20.01	.....	34
<b>EXHIBIT "A" - WAGES .....</b>		<b>36</b>
<b>EXHIBIT "B" .....</b>		<b>46</b>
<b>LAYOFF AND RECALL PROCEDURE.....</b>		<b>46</b>
<b>LETTER OF UNDERSTANDING.....</b>		<b>49</b>
<b>RE: Truth and Reconciliation .....</b>		<b>49</b>

THIS AGREEMENT entered into this 17<sup>th</sup> day of March 2022

BETWEEN:

THE CITY OF LLOYDMINSTER, Alberta, Saskatchewan  
(hereinafter called the "City")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1015  
(hereinafter called the "Union")

OF THE SECOND PART

#### **PREAMBLE**

Whereas, the Union and the City by way of a Letter of Understanding dated June 7, 2006 mutually agreed that the Saskatchewan labour jurisdiction would no longer apply to them and that the appropriate jurisdiction is in Alberta;

And whereas, the transfer of jurisdiction has not been fully completed and the Alberta Labour Relations board has provided voluntary recognition pending full certification the City voluntarily recognizes the Union as a proper bargaining agent.

And whereas, 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 of the party or parties hereto so requires.

Now therefore, that in consideration of the premises and the mutual covenants hereinafter stated, it is agreed by collective bargaining as follows:

## **DEFINITIONS**

1. **Active Hours Worked:** is defined as hours where the employee is performing the duties of their job. Approved paid time off is not active hours worked.
2. **Business Day:** is defined as any day between Monday to Friday, excluding Public Holidays.
3. **Casual Employee:** is defined as a person employed to be available on an as needed basis. Such an employee is on probation for the duration of their employment.
4. **Full-time Employee:** is defined as any employee who works forty (40) hours per seven (7) days' work period (or an average of the same).
5. **Grievance:** is defined as any dispute between the City and any employee and the Union regarding the interpretation, meaning, operation or application of this Agreement.
6. **Lead Hand:** is defined as an employee responsible for overseeing other employees to ensure tasks are completed in a safe and timely manner. This employee coordinates work and ensures that procedures are followed.
7. **Part-time Employee:** is defined as any employee in a permanent position who works less than forty (40) hours per seven (7) days' work period and is scheduled on a regular basis.
8. **Permanent Employee:** Is defined as an employee who has satisfactorily completed the required probationary period with the City and who occupies a permanent position.
9. **Probationary Period:** is defined as a period of time that a new employee must serve from the day they were hired. This period of time will be equal to three (3) months (minimum 520 basic hours). This period will not include leave without pay. The Probationary Period may be extended by three (3) months (minimum 520 basic hours) as per Article 7.01.
10. **Promotion:** is defined as when an employee applies for and is successful in moving to a higher classified position than their current classification.
11. **Rand Formula:** A requirement that all workers in a bargaining unit pay union dues, whether or not they are member of the union.
12. **Seasonal Employee:** are those who are hired for a specific seasonal job requiring one hundred eighty (180) calendar days or less of continuous employment. Seasonal employees are on probation for the duration of their employment.
13. **Seniority:** is defined as the length of continuous service with the City within the Bargaining Unit, including temporary assignments outside of the Bargaining Unit.

14. **Summer Student:** means high school or university students who are employed during the summer or vacation periods only. Such an employee is on probation for the duration of their employment.
15. **Temporary Employee:** are those who are hired for a specific short term job requiring sixty (60) calendar days or less of continuous employment. Temporary employees are on probation for the duration of their employment.
16. **Term Employee:** is defined as a non-permanent employee occupying a permanent position which is temporarily vacant due to approved leave. Term employees will be paid at the permanent rate for the position they occupy. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is:

- a) to promote and maintain a harmonious, co-operative and understanding relationship between the employer, the Union, and its members;
- b) to provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement;
- c) to promote and maintain the mutual interests of the Employer and the Employees;
- d) to outline the basic conditions of work and rates of pay.

## **ARTICLE 2 - GENERAL PROVISIONS**

- 2.01 The City recognizes the Union as the sole bargaining agent for all employees in classifications covered by this Agreement as outlined in Exhibit "A". No individual or group of employees shall undertake to represent the Union at meetings with the City without proper authorization from the Union. In order that this may be carried out, the Union will supply the City with the names of its executive, committees and shop stewards and notify within three (3) business days of any changes. Similarly, the City will supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.
- 2.02 No Union member 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. Any such agreement will be deemed null and void upon the request of the Union.

### **2.03 Persons Not in Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall be permitted to perform work on a temporary basis within the unit in cases of:

- emergencies, when a qualified employee is not available to do the work;
- for the purpose of training, or evaluation of staff;
- where unpaid practicum students are in place.

The performance of this work shall not reduce the regular hours of work or pay of any employee.

### **2.04 New Classifications**

In the event the employer wishes to establish new classifications or if a substantial change is made to any existing job descriptions, the descriptions will be established by the employer. Prior to doing so, the employer will consult with the Union and consider the Union's suggestions. The Union shall respond with such suggestions within seven (7) calendar days of receipt of such documents. The final job descriptions must be signed by both parties.

Rates of pay for such new classifications to be subject to negotiation provided that the City has the right to establish a rate to be paid until a classification rate is agreed upon. The City agrees to advise the Union any time that a new out- of-scope classification is established. All notifications by the Employer to be made within fifteen (15) calendar days.

### **2.05 Union Representatives**

The City recognizes the Union's right to have representatives from the staff of the Canadian Union of Public Employees, and to elect or appoint Union Committees and Stewards as required by the Union.

The Union agrees to submit to the Employer a list of its Representatives and Stewards from time to time who shall be recognized by the City for purposes of meetings or processing grievances from that department. The Union will notify the City of changes to representatives within three (3) business days. The Union agrees that no grievance handling or Union activities shall take place on City property, at work sites, or during regular working hours, except upon request of the City or with specific permission of the Supervisor or Manager responsible for the department.

### **2.06 Correspondence**

All correspondence between parties arising out of this agreement or related to, will be copied to the Chief of Staff and the Recording Secretary of the Union.

### **2.07 Labour-Management Committee**

A Labour-Management Committee shall be established consisting of no more than four (4) representatives of the Union and the National Representative and three (3)

representatives of the City. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and to that end shall meet on an as required basis. The Committee shall not have jurisdiction over wages or any matter of Collective Bargaining.

#### **2.08 Discrimination**

The City agrees that there shall be no employee discrimination by reason of membership or activity in a labour organization nor based on any prohibited grounds in the Human Rights Legislation.

Prohibited grounds may include but are not limited to:

- age
- race
- creed
- colour
- national origin
- political or religious affiliation
- gender
- marital status, or
- sexual orientation

#### **2.09 Harassment**

Members covered under this Agreement shall be provided the same consideration for Workplace Violence, Harassment and Discrimination as set out in the Workplace Violence and Harassment Prevention Policy adopted by the City and any applicable Federal and Provincial legislation.

Federal and Provincial resources describing harassment may include:

- *Canadian Human Rights Act*
- Federal and provincial health and safety legislation
- Alberta Human Rights Commission, and
- Saskatchewan Human Rights Commission

### **ARTICLE 3 - UNION MEMBERSHIP**

3.01 Membership in the Union shall be mandatory on the part of each employee, subject to the Rand Formula decision. All employees who are members of the Union shall remain in good standing according to the constitution and by-laws of the Union, as a condition of employment. All employees covered by this Agreement shall pay to the Union monthly dues in the amount established by the Union as a condition of employment.

#### **3.02 Dues Deduction**

The City agrees to deduct dues described in Article 3.01 above from the employees' wages and remit same to the Union by the 15th of the month following the month's collection.

- 3.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the City

#### **ARTICLE 4 - MANAGEMENT FUNCTIONS**

- 4.01 The Union acknowledges and agrees that it is the exclusive right of the City to manage and direct the services and enterprises in which it is from time to time engaged. Without limiting the generality of the foregoing, City management functions shall include:
- a) The right to maintain order, discipline and efficiency and in connection therewith, to make, alter, and enforce from time to time rules, regulations, policies and practices to be observed by employees; the right to suspend or discharge employees for cause, provided that a claim for unjust discipline, suspension or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.
  - b) The right to determine location of operations, their expansion or curtailment, the direction of the working forces, the contracting of work, schedules of operations, shifts, methods, processes, the right to use improved methods, machinery and equipment, the right to decide the number of employees needed by the City at any time, the number of hours and days to be worked, starting and quitting times, the determination of financial policies including general accounting procedures, and community and citizen relations are exclusively the function and responsibility of the City.
  - c) The City agrees that it will not exercise its management functions in a manner inconsistent with the provisions of this agreement.

#### **ARTICLE 5 - DISCIPLINE, DISCHARGE OR RESIGNATION**

##### **5.01 Discipline or Discharge**

- a) The Union agrees that each employee covered by this agreement shall faithfully, honestly and willingly serve the City to the best of their skill and ability, exercise and lend their best efforts in the protection and promotion of the City's interest; failing to do so, an employee may be disciplined or discharged for cause with recourse to the grievance procedure.
- b) An employee is entitled to have Union representation present when being disciplined. Where the Employer intends to discipline an employee, the Employer will notify the employee in advance of the purpose of the meeting in order that the employee may request their representative of choice be present. For purposes of this clause, discipline means a verbal reprimand or penalty more severe. The Union representative is responsible to notify their direct

supervisor that they have been requested to attend such discipline meeting.

- i) In the case of a verbal reprimand, an employee will be entitled to have another available Union member present.
- ii) In the case of a written or more severe reprimand, an employee will be entitled to the available Union representative of their choice to be present.
- c) If the employer files a verbal or written reprimand against an employee which will become a record in that employee's personnel file, the employee shall be given a copy of the reprimand and they may seek the advice or assistance of the Union. If the employee receives a series of reprimands which appear to be leading to the suspension or termination of that employee, the employer shall discuss the matter with the President of the Union or their designate.
- d) The City will not dismiss or discipline any employee without just cause or reason provided. An employee may not be dismissed without the approval of the City Manager or Designate.
- e) Records of discipline shall be removed from the employee's file after a period of two (2) years.

#### **5.02 Personnel Files**

Employees may review and receive copies of documents in their personnel files providing they have made a request to do so directly to Employee Relations with not less than three (3) business days' notice and that a representative of Employee Relations is present during the review. Employees may authorize the Union to have access to their personnel files on their behalf providing such authorization is made in writing and with a representative from Employee Relations present.

Documents pertaining to discipline or performance may be released to a Union Representative upon receipt of a signed, written authorization from the employee. The information provided in documents and/or discussed between Union representatives and City representatives will be held in strict confidence. These discipline and performance documents can be shared with an employee's direct supervisor.

#### **5.03 Resignation**

An employee is required to provide the employer with two (2) weeks prior written notice if they wish to resign in good standing. Should the employee request the withdrawal of their resignation within five (5) business days of giving it, and should the employer accept the withdrawal, the employee's seniority will not be affected.

## **ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE**

### **6.01 Statement of Intent**

The City and the Union recognize the desirability of resolving differences through the use of good judgment, good communications, and good directives by both parties. Both parties will work diligently to attempt to resolve such differences through informal means, between an Employee and their immediate supervisor, prior to proceeding to formal process. However, in the event of a difference it is agreed that any grievance shall be dealt with in accordance with the procedures outlined in this Article, without stoppage of work.

### **6.02 Grievance Definition**

A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Agreement, applicable Labour Codes, OH&S Legislation or Human Rights Legislation.

### **6.03 Role of Shop Stewards**

The employer recognizes the right of Shop Stewards to investigate grievances without hindrance or coercion in an effort to settle them. It is understood that there will be no general stoppage of work and that no more than one (1) hour will be spent investigating grievances during working hours. Shop Stewards shall obtain the permission of their Direct Supervisor or Designate when it is necessary to conduct an investigation. Shop Stewards shall also obtain permission from the Supervisor or Designate of the area in which they are conducting their investigation when it is necessary to conduct an investigation. Such permission shall not be unreasonably withheld. The Union shall be entitled to the services of a Canadian Union of Public Employees representative at any time during the grievance procedure.

### **6.04 Mandatory Conditions**

(a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.

(c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in the cases of dismissal.

(d) A dismissal grievance shall commence at Step 2 of the Grievance Procedure within ten (10) business days of the date the Employee received written notice of such dismissal.

## **6.05 Grievance Procedure**

As per Article 6.01 both parties shall attempt to resolve such differences through informal means. The employee may, if they wish, be accompanied by an authorized Union representative.

### **Informal Means**

The Employee shall, within five (5) business days of the date of the incident which is the subject matter of the dispute, or the occurrence which led to the dispute, discuss the matter with their immediate Out of Scope Manager or designate and attempt to resolve the issue. The Out of Scope Manager shall advise the Employee of their decision in writing within five (5) business days of having the discussion with the Employee.

### **Step 1**

If the dispute is not resolved informally, the Union shall submit a written grievance within ten (10) business days of the decision of the Out of Scope Manager containing a statement of the particulars of the complaint, citing clauses that are relative to it and the remedy sought, to the Department Manager or their designate (with a copy forwarded to the Chief of Staff). The Department Manager shall convene a meeting of the parties concerned and investigate the particulars of the grievance. The Department Manager shall render a decision in writing within ten (10) business days of receiving the grievance.

### **Step 2**

If the grievance is not resolved at Step 1, within ten (10) business days of the reply from the Department Manager, the Union shall submit the grievance in writing to the City Manager or designate (with a copy to the Chief of Staff) who may convene a meeting of the parties concerned and render a decision in writing within ten (10) business days of receiving the grievance.

### **Step 3**

The parties may mutually agree to mediation. After receipt of the decision (at Step 2) from the City Manager or designate, either party may within ten (10) business days request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. The Mediator shall be appointed by mutual agreement between the parties. The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute. The Mediator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The expenses of the Mediator shall be equally borne by both parties.

## **6.06 Policy Grievance**

If a dispute involving a question of general application or interpretation of this Agreement occurs it shall be submitted at Step 2 of this Article.

**6.07 Dismissal**

If a dispute involving dismissal of an Employee occurs, it may be submitted at Step 2 of this Article within ten (10) business days of the date the Employee received written notice of such dismissal.

**6.08 Arbitration**

If satisfactory settlement is not reached in Step 3, if applicable, either party may request arbitration, providing the request is made in writing within, but not after ten (10) business days of the decision in Step 3. The party requesting arbitration will notify the other party of their appointee to an Arbitration Board. Within ten (10) business days of receipt of notification provided for as above, the party receiving such notice shall inform the other party of the name of its appointee to the Arbitration Board.

Where appointees to the Board have been named by the parties, they shall within ten (10) business days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.

The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board. The arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement.

As an alternate procedure to the three-member arbitration board, the parties may mutually agree to the appointment of a sole arbitrator.

Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

**6.09 Probationary Period**

Any dispute involving employees during the probationary period or summer student help with reference to termination or discharge may not be referred to grievance or arbitration.

**ARTICLE 7 - SENIORITY AND PROBATION**

7.01 All Employees shall serve a probationary period of three (3) months (minimum of 520 hours based on forty (40) hours per week). This period does not include any leave without pay. The termination of an employee during the probationary period is not subject to the grievance procedure. The Employer may extend the probationary

period by an additional three (3) months subject to meeting with the employee and advising the Employee and the Union in writing of areas where improvement is needed. If extended, Article 6.09 shall not apply.

7.02 Accrual of seniority as addressed in this Agreement shall apply to all permanent full-time and permanent part-time employees who have completed the probationary period. Temporary, casual, seasonal employees and summer student help who, while in the employ of the Employer and who are the successful applicant for a permanent position, shall have, following successful completion of the probationary period, their seniority as a temporary employee and/or a relief employee credited back to their last break in service with the Employer.

7.03 Employees compelled to move into the bargaining unit from outside the bargaining unit shall receive credit for seniority for the length of continuous service with the Employer.

7.04 No employee shall have seniority until they have completed the probationary period and, if applicable, until they have been accepted as physically able to meet the job description's physical demands by a medical practitioner. This period does not include any leave without pay. After completion of the probation period, seniority shall be effective from the original date of employment. In the case of part-time employees, the seniority date will be adjusted based on hours worked.

7.05 **Loss of Seniority**

Where an employee leaves the City's service or is dismissed and later rehired, their seniority shall date only from the time of their re-engagement. An employee's service shall be considered broken by reasons of:

- a) Dismissal for just cause;
- b) Resignation or voluntary quit;
- c) A continuous lay off for a period longer than which has been continuously worked or for more than twelve (12) months, whichever is less. Employees laid off but reinstated within the time herein described shall have the seniority rights earned at the time of lay off;
- d) Failure to report for work within seven (7) days after being notified to report following a lay off, unless the employee gives a reason satisfactory to the City for such failure to report within the time prescribed.

7.06 **Seniority Lists**

The City will in February of every year the agreement is in force, prepare and provide to the Union a list, showing seniority of all employees covered by this agreement as of January 1<sup>st</sup> each year. The rosters will be open to protest for a period of sixty (60) calendar days from the date the list was provided to the Union. If an employee or the Union believes that an error has been made, request for review with details is required to be submitted in writing to the Chief of Staff within sixty (60) calendar day

time frame. Requests will only be considered for review if such request pertains to the most recent seniority list posted. Upon satisfactory proof of error, a correction shall be made immediately and shown on a supplementary roster. The Chief of Staff's decision is subject to the Grievance Procedures.

**7.07 Role of Seniority**

- a) In all cases involving position change or filling of vacancies, seniority shall govern providing ability is relatively equal or sufficient to perform the required duties in a satisfactory manner. Seniority shall govern on a bargaining unit wide basis.
- b) In all cases of layoff or recall, seniority will be the deciding factor.

**7.08 Notification to Union**

The City will advise the Union of any position change, hiring, layoffs or recalls of full time and seasonal employees.

**7.09 Long Service Recognition**

Employees are eligible for long service recognition and a payment for continuous service as follows:

- a) After five (5) consecutive years: \$200.00
- b) After ten (10) consecutive years: \$250.00
- c) After fifteen (15) consecutive years: \$300.00
- d) After twenty (20) consecutive years: \$400.00
- e) After twenty-five (25) consecutive years: \$500.00
- f) After thirty (30) consecutive years: \$600.00
- g) After thirty-five (35) consecutive years: \$700.00
- h) Forty plus years (40+) \$800.00

In addition, Employees will receive retirement recognition of \$20.00 for each year to a maximum of \$500.00.

For the purposes of this Article when calculating long service recognition, the Employer recognizes the Employee's original start date with the Employer and will calculate years of service from such start date provided service is continuous. Should an employee leave their employment with the City prior to receiving their applicable recognition, they will be paid any outstanding amount on their final pay.

**ARTICLE 8 - VACANCIES, NEW POSITIONS AND RECLASSIFICATIONS**

**8.01 Vacancies or New Positions**

When a vacant position is posted, it is understood between the parties that a position shall be posted for a minimum of seven (7) calendar days. The posting procedure shall only apply to regular full time and seasonal positions, and temporary positions of

sixty (60) calendar days or more duration. Vacancies may be posted internally and externally at the same time. Internal applicants will be given priority over external applicants.

**8.02 Modified Work Arrangements**

Notwithstanding Article 8.01, the City may, following review, place an employee into a permanent vacant position in cases where an accommodation is required for any permanent or semi-permanent illness or injury. No such movement will take place until an employee has been in a modified work arrangement for at least twelve (12) months.

**8.03 Recall**

No new employees will be hired (within the same classification as layoffs) until those laid off have been given an opportunity for re-employment. Recall provisions shall apply for 120 days in the case of a temporary employee and 365 days for a permanent employee.

**8.04 Job Bidding**

- a) Employees shall be eligible to bid on all vacancies on classifications within the scope of this Agreement by submitting a written application to Employee Relations. No application need be considered if it is received later than the closing date shown on the notice posted. Employee Relations may share disciplinary/performance documents with the hiring manager.
- b) No application need be considered if the employee does not meet the mandatory qualifications listed in the job posting.
- c) On an individual basis, successful internal applicants may have an agreed timeline in which to achieve the educational requirements as the posting for the position indicates.

**8.05 Position Change (Reversion)**

If an employee is awarded a new position within or beyond the scope of this Agreement and the City or the employee determines that they are not qualified to fill the position adequately or is not performing satisfactorily in that position, they shall revert to their former position provided no more than sixty (60) business days have elapsed since the position change. In such cases the employee shall revert to their former position and be unable to reapply for such position for a period of twelve (12) months from the date of reversion.

In the event that an employee vacates the new position and is the successful applicant to another position, the original reversion clause for the first position move will be forfeited. The employee can only be applicable to one reversion clause at a time.

**8.06 Position at a Higher Rate of Pay**

When an employee is required to fill another position having a higher rate of pay, they shall be paid the higher rate of pay at Level One of the applicable Band if the period of such employment is three (3) hours or more in any day and the employee performs the duties of the higher paid position. If an employee is required to perform duties of a lower rate of pay on a temporary basis for a short-term job for less than thirty (30) consecutive business days, their regular rate of pay shall not be changed.

**ARTICLE 9 - NOTICE BOARDS**

**9.01 Notice boards**

The City will provide notice boards for the use of the Union in suitable locations easily accessible to employees for the purpose of posting announcements or notices. Any material, except routine announcements and notices shall be first approved by Employee Relations before posting. All notices shall be signed.

**ARTICLE 10 - MEDICAL EXAMINATIONS**

**10.01 Medical examinations**

The City has the right to require medical examinations or occupational testing whenever it considers such examination or occupational testing necessary. The City will pay the cost of such reports requested by the employer if not included in the provincial health care plan.

**ARTICLE 11 - HEALTH AND SAFETY**

11.01 All employees are required to adhere to applicable Occupational Health and Safety Legislation, Workers' Compensation Legislation, Alberta Human Rights Act, Saskatchewan Human Rights Act, and the City of Lloydminster's Safety Management System, including, but not limited to, Standard Operating Procedures, Safe Work Practices, Protocols, Directives, etc.

11.02 The City shall provide the necessary time, training, and support for the health and safety of all employees. The City shall provide the required equipment, tools, devices, and personal protective equipment to ensure the health and safety of all employees.

The Union has the right to bring to the City's attention recommendations or suggestions for the improvement of workplace health and safety.

It is the responsibility of all City employees to utilize the hierarchy of controls to safely and effectively control hazards in the workplace. Further, employees are required to maintain and utilize personal protective equipment as required by the City to complete assigned tasks safely.

The City will form Health and Safety Committees (HSCs) to bring workers and management together in a non-adversarial, cooperative effort to promote health and safety in the workplace as per the Alberta Occupational Health and Safety Act and Saskatchewan Employment Act.

The Union recognizes the right of the City to require employees to provide authorization to obtain driver record abstracts.

**11.03 First Aid Equipment**

The City will provide and maintain suitable first aid equipment, and reasonable necessary facilities, including sanitary facilities.

**ARTICLE 12 – BENEFITS PLAN**

12.01 Full-time employees having successfully completed their probationary period with the City will participate in the City of Lloydminster's benefit plan. Part-time employees having successfully completed their probationary with the City will be eligible for the City of Lloydminster's benefit plan, if they work a minimum of twenty-four (24) hours per week on a consistent basis. Participation for part-time employees is optional. The cost of the program will be paid by the employee through payroll deductions.

a) **Group Life Insurance**

The level of coverage provided will be two (2) times annual basic salary and the monthly premium will be shared equally by the Employer and the employee.

b) **Group Pension Plan**

The pension contributions are to be cost shared as indicated below:

<b>Year</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
2022	7%	8%
2023	7%	8%
2024	7%	9%
2025	7%	10%
2026	7%	10.5%

c) **Extended Health Benefits/Long Term Disability and Dental Plan**

The City of Lloydminster agrees to contribute as indicated below on a City Employee cost sharing basis to an extended health benefits program. The dental program will be 100% Employer cost and the Long-Term Disability program will be 100% employee cost.

Benefits Contribution:

Year	Employee Contribution	City Contribution
2022	40%	60%
2023	40%	60%
2024	30%	70%
2025	30%	70%
2026	25%	75%

d) **Employee Family Assistance Program**

The City agrees to pay 100% of the premium costs for the Employee Family Assistance Program.

e) **Wellness Account**

The City agrees to allocate plan credits to the employee Wellness Account that is available to the employees in accordance with the terms and conditions of such benefit plan. The minimum amount of funds contributed on an annual basis to the employees' plan will be one thousand (\$1,000.00) dollars.

f) **Benefits for Part-time or Term Employees**

Term employees will be eligible for benefits after successful completion of the probationary period with the exception of pension and Long-Term Disability. Term employees will accrue vacation and sick leave. Permanent employees accepting a term assignment will not have their benefits, pension or leave provisions affected.

g) **Elimination of Duplicate Coverage**

In the event that the City is required by law to contribute towards the cost of benefits similar to any benefits presently provided under the current insurance, medical or pension plan, the City may revise or terminate such plan or plans in order to eliminate the duplication of any benefits or to ensure that additional costs imposed by law are offset by reduction in the costs of the City's and the employees' contribution to such plans.

## ARTICLE 13 - LEAVES OF ABSENCE

### 13.01 **General Leave**

Leave of absence without pay may be granted by the City for education, training, re-training, sick leave, Union office leave, school trustee leave, or Job Protected Leaves (as per Article 13.10). Employees on such approved leave of absence shall maintain their accrued seniority and shall continue to accumulate additional seniority during such approved leave. Leave requests shall not be unreasonably denied.

**13.02 a) Union leave:**

Leaves of absence without pay but with the maintenance and accumulation of seniority may be granted to employees for periods less than thirty (30) days for the purpose of attending official Union business, subject to operational requirements. The Union agrees that at least fifteen (15) business days' notice in writing to satisfy the City's operating conditions must first be given before such leaves will be approved. Union Leave requests may be considered in cases where this notice is not possible. Union Leave requests shall not be unreasonably denied.

**b) Union Office Leave:**

An employee, who is elected or selected for a full-time position with the Union, or any of its affiliates, shall be granted leave without pay without loss of seniority for a period of two (2) years. Such leave may be extended on request during their term of office.

**13.03 Public Office Leave**

- a) An employee shall, upon written request, be provided leave of absence without pay but without loss of benefits or seniority to be a candidate in a federal, provincial or municipal election. The period of leave shall not exceed two (2) months of candidacy.
- b) The employee, if elected to a full-time position or to the City of Lloydminster Council, shall terminate the employment with the City.

**13.04 School Trustee Leave**

An employee, if elected as a school board trustee, may attend occasional meetings and or functions subject to job requirements. Such absences shall be without pay but without loss of benefits or seniority and shall be limited to the equivalent of twenty (20) days per year.

**13.05 Maternity, Paternity and Adoption Leave**

Maternity, paternity and adoption leave shall be granted in accordance with the provisions set out by provincial statute. Employees on such leave shall maintain their accrued seniority and shall accumulate seniority during such leave provided they remain members in good standing of the Union.

- a) When an employee applies for such leave, the position shall be posted as a term position for the length of the leave. If the employee does not return and resigns following the leave, the position will be reposted as a permanent position.
- b) When an employee decides to return to work, they shall provide the city with the required notice set out by provincial statute. On return from the leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal classification and level.

- c) Should an internal applicant be awarded the term position, they shall revert to their former position at the expiration of the leave. If the former position no longer exists, the employee may exercise their lay-off rights in accordance with the Collective Agreement.
- d) In the event that an internal applicant vacates the term position of their own volition, then they forfeit the right to revert under (c).
- e) Any other filling of term positions as a result of movement within the bargaining unit due to the leave granted under Article 13.05, shall be treated in the same manner.
- f) If an external applicant is awarded the term position, they shall be deemed to be laid off in accordance with the Collective Agreement at the expiration of the term position.

#### **13.06 Sick Leave**

The City will grant leave of absence without pay or accumulation of seniority where an employee is required to be absent from work due to illness established by reasonable medical evidence. Such leave of absence shall be granted for a period of time not to exceed two (2) years or the length of time that worker has been continuously employed, whichever is less.

#### **13.07 Benefits While on Leave**

Employees absent from work on approved leave of absence shall be eligible for any benefits for which they were eligible when such approved leave of absence commenced but shall not accrue or acquire other benefits during such absence. Employees absent because of illness or accident requiring hospitalization or medical treatment shall be eligible to receive pay for the first recognized holiday occurring during the disability once in any calendar year, if such absent employee is receiving sick pay from the City.

#### **13.08 Termination of Leave**

If an employee works elsewhere without mutual agreement or uses a leave of absence for a purpose other than that for which the leave was granted, they shall not be eligible for any benefits and their leave may be terminated.

#### **13.09 Payment of Premiums**

Employees on approved leave of absence for a period of more than thirty (30) days, who wish to continue insurance or other benefits for which they may be eligible, may be granted such privilege upon application and payment of the total premiums. In other cases, employees shall be considered on leave of absence in any insurance or other plans applicable.

### **13.10 Job-protected Leave**

The City will grant leave of absence without pay for any job-protected leave as per the Alberta Employment Standards Code. Job-protected leaves under the Code include, but are not limited to:

- a) Citizenship ceremony leave.
- b) Compassionate care leave.
- c) Critical illness leave.
- d) Death or disappearance of child leave.
- e) Domestic violence leave.
- f) Long-term illness and injury leave.
- g) Personal and family responsibility leave.
- h) Reservist leave.

Should an internal applicant be awarded a term position posted for a job-protected leave, they shall revert to their former position at the expiration of the leave. If the former position no longer exists, the Employee may exercise their lay-off rights in accordance with the Collective Agreement.

## **ARTICLE 14 - NO STRIKE OR LOCK OUT**

### **14.01 No strike or lockout**

The Union agrees that during the life of this agreement, there will be no strike, slow down, stoppage of work, or any withdrawal of normally provided services and the City agrees that during the life of this agreement there will be no lockouts.

## **ARTICLE 15 - PAY FOR TIME WORKED**

### **15.01 Hours of Work**

The City agrees to pay basic hourly wages for time worked in accordance with Exhibit "A" which is attached hereto and made a part of this Agreement. The calculation of basic hourly wages does not include overtime or other premiums paid.

### **15.02 Guaranteed Work Week**

The following sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or otherwise.

### 15.03 **Normal Hours of Work**

The normal work week for regular full-time employees will be based on forty (40) hours. The normal work week for part-time temporary workers (including summer students) will be forty (40) hours or less, as established and required by operating conditions of the City. The work week is defined as Sunday to Saturday.

### 15.04 **Daylight Savings Time**

When Daylight Savings Time occurs, employees will be paid actual hours worked. In the event an extra hour is worked, any applicable overtime rates will apply.

### 15.05 **Overtime**

- a) Overtime at the rate of time and one-half (1½) the employee's regular basic hourly rate will be paid for the first two (2) hours overtime in any one (1) day. Overtime at the rate of double (2) times the employee's regular basic hourly rate will be paid for all overtime hours worked in excess of two (2) hours overtime in any one (1) day. The determination of overtime worked shall be that time worked in excess of eight (8) hours in one (1) day or forty (40) hours in any one work week including approved paid time off. Overtime shall only be paid on Active Hours Worked.
- b) Where in any week there is a public holiday as provided in Article 16.05 the weekly hours of work for the purpose of calculating overtime shall be reduced by eight (8) hours per public holiday.
- c) Upon approval of supervisor, employees may enter into time off in-lieu of overtime agreements in accordance with the *Employment Standards Code* of Alberta, provided both the employee and employer agree in advance. Approval will not be unreasonably withheld. The time off in place of overtime pay shall be banked at one and one-half (1½) hours for each hour of overtime that could have been paid at one and one-half (1½) times the employees' basic rate of pay, and two (2) hours banked for each hour of overtime that could have been paid at two (2x) times the employees' basic rate of pay, to a maximum balance equivalent of forty (40) hours at any given time. Banked time to be used on or before pay period 25. All banked overtime will be paid out on or prior to pay period 26 annually. Overtime worked in pay period 26 cannot be accrued as banked overtime.

### 15.06 **Days Off**

Employees shall receive two (2) scheduled consecutive days off in a work week.

### 15.07 **Overtime on a Holiday**

Employees required to perform work on a regular shift on a recognized holiday shall be paid at one and one-half (1½) times the employee's regular hourly rate for all work required to be performed and shall receive a holiday allowance to which they may be entitled to under the provisions of clause 16.05.

#### 15.08 Shift Differential

A shift differential shall be paid for the shift hours worked outside the 7:00a.m. to 6:00p.m. limit. Where the major portion of the shift falls outside the above hours, employees shall be paid shift differential for the full shift. Overtime rates do not apply to shift differential premium. Rates are as follows:

2022	\$1.47
2023	\$1.50
2024	\$1.53
2025	\$1.56
2026	\$1.60

#### 15.09 Lead Hand Premium

Employees assigned to Lead Hand duties shall be given an additional premium for hours so assigned. Overtime rates do not apply to lead hand premium. Rates are as follows:

2022	\$2.06
2023	\$2.10
2024	\$2.14
2025	\$2.18
2026	\$2.23

#### 15.10 Posted Schedules

The posting of work schedules shall be made fourteen (14) calendar days in advance of the time to be worked. Changes affecting the hours of work or shift of employees shall not be made without consulting staff members involved and within (72 hours) notice, except in emergency situations or when agreed to by both parties.

#### 15.11 Flex Time

A voluntary agreement between the employee and the City to work their scheduled number of hours within a pay period at agreed upon times outside of standard working hours, without accruing overtime pay. This agreement is subject to regular review and is approved at the discretion of the City.

#### 15.12 Level Increases

All level increase hours are to be calculated on basic hours of work.

##### a) Working at a temporary higher classification

Employees moving into a term position at a higher band will be paid at level one (1) within that band classification. When the employee returns to their permanent position, they will be awarded the basic hours accrued while working in the temporary higher band position, as it pertains to level increases. If an employee has a subsequent move into the previously held higher band, they will again be paid at level one (1) (starting with one hour) within that band. If the move occurs within a twelve (12) month period, and the same position is being

held, the employee will revert to the level previously held in that position.

b) **Moving to a new permanent classification outside of existing classification band**

Employees moving to a new permanent position at a higher band will be placed at level one (1) of that classification band. The accrual of hours will begin at one hour. Employees moving to a new permanent position in a lower band will be placed at a level within the applicable band determined by the City, based on previous experience. Discussion and feedback with the employee and Union relating to previous experience will be considered in determining which level.

c) **Moving to a position within the same classification band**

Employees moving to a new position within their existing classification band, will be placed at the existing step that they presently hold and will continue to accrue at that point.

d) **Temporary assignment outside of the Bargaining Unit**

Employees taking an assignment outside of the Bargaining Unit will be awarded the basic hours while working in the temporary assignment, as it pertains to level increases within the Bargaining Unit.

**15.13 Averaging Arrangement**

Persons scheduled to work in the following positions or departments are subject to the *Averaging Arrangement* when required as follows:

<b>Team:</b>	<b>Average Hours for a: Weekly or By- Weekly Cycle:</b>	<b>Maximum Active Hours Worked per Shift:</b>	<b>Cycle (Weeks):</b>	<b>Total Hours In Shift Cycle:</b>
911 LOCC, Head Watch	40 hours per week	12	8	320
Roads	40 hours per week	10	1	-
Landfill	80 hours every 2 weeks	10	2	-
Waste Water Treatment Plant	40 hours per week	10	1	-
Water Treatment Plant	40 hours per week	10	1	-

It is understood that for those employees who work a regular shift cycle that the average number of hours in the cycle will not be more than forty (4) hours per week (80 hours every 2 weeks for Landfill) or thirty-two (32) hours per week (72 hours every 2 weeks for Landfill) in a week with a statutory holiday. Any regular hours worked, over the daily, weekly (bi-weekly) or shift cycle average will be paid at the overtime rate (as per Article 15.05).

In calculating overtime pay for each week, hours worked in excess of forty (40) hours per week (80 hours every 2 weeks for Landfill) or ten (10) hours per day for all positions except for: 911 LOCC, and Head Watch and in which the daily total is calculated at twelve (12) hours per day will be totaled and paid out to employees in the associated pay period. If the schedule is part of an eight (8) week cycle, all of the weeks in the cycle must be identified as part of the schedule and provided in full to employees in advance. Over the cycle, the average number of hours worked must not exceed forty (40) hours per week. Hours exceeding three hundred and twenty (320) hours over the course of the eight (8) week shift cycle will be paid out as overtime hours if those hours have not already been paid out as per the daily overtime calculation.

The *Averaging Arrangement* applies to all Casual, Part-time, Seasonal, Summer Students and Full-time staff that are employed in the listed position covered under this Agreement.

Examples of Averaging of Hours Schedules:

- Example 1: Water Treatment Plant  
4 days of 10 hours = 40 hours/week (at basic pay)
- Example 2: 911 LOCC  
Week 1 – 3 days of 12 hours, then 4 days off = 36 hours/week  
Week 2 – 4 days of 12 hours, then 3 days off = 48 hours/week  
\*Week 2 would receive 8 hours of overtime pay
- Example 3: Landfill  
8 days of 10 hours = 80 hours every 2 weeks (at basic pay)

## **ARTICLE 16 - PAY FOR TIME NOT WORKED**

### **16.01 Part-Time and Temporary**

Part-time and temporary workers, including student summer help, will be paid for time not worked in accordance with the legal requirements of the province in which such employment and work is performed. Nothing in this section shall be interpreted as excluding any employees from the requirements of Section 3.02 with reference to the deduction of amounts equivalent to Union dues.

### **16.02 Rest Periods**

Employees working shifts that are five (5) hours or more are entitled to two (2) fifteen (15) minute paid breaks. Employees working a shift that is less than five (5) hours are entitled to one (1) fifteen (15) minute paid break. The time of the rest periods shall be at the discretion of the supervisor.

### **16.03 Meal Breaks**

An employee on an approved unpaid meal break must be able to physically remove themselves from their workstation for the full duration. Relief will be provided if necessary.

16.04 a) **Standby Premium**

Employees assigned to standby duty shall be reimbursed as follows:

	2022	2023	2024	2025	2026
Monday – Friday Inclusive 5:00 p.m. – 8:00 a.m.	\$27.50	\$28.05	\$28.61	\$29.18	\$29.77
Saturday – Sunday 8:00 a.m. - 8:00 a.m.	\$49.50	\$50.49	\$51.50	\$52.53	\$53.58
Statutory Holidays 8:00 a.m. – 8:00 a.m.	\$60.50	\$61.71	\$62.94	\$64.20	\$65.49

The above to be considered as a premium only and will be paid whether or not any calls are received. This premium is applicable only to those on standby outside of regular assigned shift.

b) **First Call Out**

When an employee is required to respond to a call, they shall receive a minimum of two hours of pay at the applicable regular or overtime rate as defined in Article 15.05 a). The time paid for this call shall be from the time the employee left their residence until the time the work is complete. Should any additional calls be received during the first two hours of the first call out they shall respond to the call as part of the original call out.

c) **Further Call Outs (after first two hours)**

Should additional call outs be required which fall outside the first call out provisions, then they shall be paid as if they were on a first call out.

d) **Remote Consultation**

Employees will be compensated at the applicable regular or overtime rate for calls received by Lloydminster Answering Services or similar that do not require the employee to leave their residence but resolve an issue remotely.

Compensation will be paid at a rate of thirty (30) minutes of pay per call if received between 11 p.m. and 8 a.m. Calls received outside of this timeframe will be paid at a rate of fifteen (15) minutes of pay per call.

16.05 **Public Holidays**

Except as provided below, full-time regular employees shall receive one and one-half eight (8) hours regular pay at their basic hourly rate for the following recognized holidays not worked plus any holidays declared by the Province of Alberta.

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Victoria Day
Canada Day	Christmas Day
Heritage Day	Boxing Day

- a) The observance of the above recognized holidays may be made on days other than the calendar dates, when agreed by management, provided however, that in the event such holiday falls on a Saturday or Sunday, the observance of that holiday shall be on the Monday following.
- b) Except as provided in Article 13.06 for employees on leave of absence due to illness, an employee shall not receive pay for a holiday not worked under the following circumstances:
  - i. if the employee was scheduled to work on the holiday but does not work as scheduled; or
  - ii. if the employee was absent without consent of the Employer either the day before or the day after the holiday and the employee was scheduled to work on the day that they were absent.
- c) Employees wishing to observe other Religious Holidays shall discuss with their employer the options available within their work areas.

**16.06 Annual Vacation**

The purpose of annual vacations is to give an employee definite periods of rest and relaxation each year; therefore, except in the case of new employees whose hiring date may require it, vacation will be accumulated from one vacation year to the next.

- a) Three (3) weeks holidays per year for one (1) to five (5) years continuous unbroken employment.
- b) Four (4) weeks holiday per year from the month following completion of after five (5) years of continuous unbroken employment.
- c) Five (5) weeks holiday per year from the month following completion of after ten (10) years of continuous unbroken service.
- d) Six (6) weeks holiday per year from the month following completion of fifteen (15) years of continuous unbroken service.
- e) Vacation periods shall be arranged on an equitable rotation plan without regard to seniority and based on operating conditions. Annual vacation requests will not be unreasonably denied.
- f) When a recognized holiday falls within an employee's vacation period, such employee shall be granted one (1) additional day with regular pay in lieu of the recognized holiday, immediately following their vacation.

**16.07 Non-Occupational Sickness and Injury Pay**

- a) Active, full-time regular employees of the City, upon the completion of the probationary period with the City and retroactive to the date of employment will accumulate non- occupational sickness and injury leave from year to year up to

a maximum of 120 days on the basis of one and one-quarter (1.25) days for each full month of regular full-time employment.

Active, part-time regular employees who are eligible for the City's Benefits Plan, upon the completion of the probationary period with the City and retroactive to the date of employment will accumulate non-occupational sickness and injury leave from year to year up to a maximum of one hundred and twenty (120) days on the basis of one and one-quarter (1.25) days for each full month of regular full-time employment, to be pro-rated depending on the number of hours of work of the part-time employee.

This sick leave will be paid as follows:

- i. Employees will advise their Supervisor as soon as possible of such illness or injury. If required by the City, after five (5) business days in the aggregate in a calendar year or three (3) consecutive business days of illness or injury; the employee will provide the mutually agreed medical assessment form showing prognosis. When required by the City the cost to complete the medical assessment shall be paid by the employer up to a maximum of \$100 per occurrence. Failure to produce a medical assessment form when requested to do so will disqualify an employee from payment of this benefit.
- ii. Benefits provided under (a) above will be paid to eligible employees so that no employee shall receive more in sickness and injury benefits than they would have received if they had worked. Insurance benefits shall be deducted from other benefits, but no employee shall lose on the accumulation of benefits.
- iii. No benefits will be paid for illness or injury occurring while on lay-off and no benefits will be paid for disability resulting from or occurring while the employee is working for another employer or engaged in work on their own behalf for direct financial gain.

#### **16.08 Retirement and Severance Pay**

- a) In addition to the pension benefit for which an employee may qualify on retirement under the City Pension Plan, on reaching retirement in the City's service an employee shall receive a lump sum equivalent to 50% of their unused accumulated sickness and injury benefits under 16.07 (a). An identical payment will be made to the estate of a deceased employee.
- b) Any employee who elects to retire at age fifty-five (55) or later and has completed ten years full time service with the City shall be eligible for this benefit.

**16.09 Notice of Termination and Lay off**

When an employee is terminated except for just cause or laid off they shall receive notice or pay in lieu thereof in accordance with the provisions of the Employment Standards Code of Alberta.

**16.10 Bereavement Leave**

- a) The City shall grant the necessary time up to a maximum of three (3) days with pay upon the death of a husband, wife, common-law spouse, child, father, mother, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent or grandchild, step-parent or step-child. These days do not have to be consecutive.
- b) The City shall grant an additional two (2) days with pay upon request to attend the funeral where such funeral is held a distance of more than 720 km or 450 road miles from Lloydminster.
- c) One-half (1/2) day shall be granted with regular pay to attend a funeral as a pallbearer providing notice in writing is given twenty-four (24) hours in advance.
- d) Up to one-half (1/2) day shall be granted without pay to attend the funeral of a friend providing notice in writing is given twenty-four (24) hours in advance.
- e) If the employee is a proven Executor, the employee is entitled up to a maximum of twenty-two (22) hours of paid leave, if required, to satisfy all legal requirements.

**16.11 Jury/Witness Duty**

The City shall grant leave of absence without loss of seniority to an employee who is required by law to serve as a juror or appear as a witness when subpoenaed in any court of law when such cases arise directly out of the course of being employed by the City. The City shall pay such employee the difference between their normal earnings and the payment they received for service as a juror or witness, excluding payment for traveling, meals or other expenses upon the employee presenting proof of service and the amount of pay received.

**16.12 Education Leave**

Where the City requires an employee to take leave in order to attend educational conferences or sessions, or to write examinations to improve qualifications, and where such will be of benefit to the City, such leave shall be given without loss of pay or seniority. Special leave with pay may also be granted to an employee for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honors at a meeting of a professional society.

**16.13 Examination or Recertification Fees**

The City shall pay for professional fees, dues, licenses, certifications or examinations

if they are a mandatory requirement of the position. If unsuccessful after the first attempt to be certified, recertified or pass the exam, subsequent costs will be the sole responsibility of the employee.

**16.14 Negotiation Pay Provisions**

Up to a maximum of six (6) employees shall receive regular pay during Union negotiations if such meetings are held during their regular working hours. The Employer will pay a maximum not to exceed an aggregate total of 240 hours under these provisions.

**16.15 Medical Appointment Leave**

Upon 48 hours written notice being given to the immediate supervisor, each full-time employee shall be entitled to up to a maximum of twenty-four (24) hours per year without loss of pay for medical appointments, such entitlement to apply to the employee's appointments only. The City reserves the right to require satisfactory documentation of medical leave.

**16.16 Workers' Compensation Supplement**

When an employee is injured in the performance of their duties during working hours, the employer shall top up Compensation Board payments up to the amount of their normal earnings less their normal deductions until permanent disposition of the case is made by the Workers' Compensation Board but in any case, not to exceed one (1) year.

**16.17 Family Medical Leave**

The City shall grant up to a maximum of forty (40) scheduled hours annually of an employee's accumulated sick leave to attend to the health-related needs of a dependent family member. A dependent family member is a person whose health and wellness are reasonably seen to be the responsibility of the employee.

**ARTICLE 17 – MODIFIED WORK**

17.01 It is agreed between the Union and the City that Modified Work Offers will be made for any employee who has experienced an occupational or non-occupational illness of injury and requires modifications to their current duties and/or schedules based on any workplace related restrictions.

Modified Work Offers will only be made to an employee on behalf of the City when supporting medical evidence suggests the requirement to make a modified work offer. All reasonable attempts will be made by the City to find work placement within the employee's current department or team. On a case by case basis, the City may seek temporary placement in another department or team. The City will notify the Union of all in-scope employees who are assigned to Modified Work Offers.

All Modified Work Offers will be made in an attempt to allow the employee to return to

full duties as soon as reasonably safe and practicable with ongoing supporting medical evidence from the employee's treating medical practitioner. Wages, hours and days worked for non-occupational injuries and illnesses will be handled on a case by case basis in an attempt to safely return the employee to their full duties. In-scope employee's entering into a Modified Work Offer are permitted to have Union Representation throughout the full return to work process.

The City of Lloydminster will assume the cost for completion of Modified Work Information Forms (MWIF) completed by an employee's treating medical practitioner. The City of Lloydminster will assume up to one hundred (\$100.00) dollars for the completion of MWIF's for non-occupational injuries and illnesses and the entire cost for completion for occupational injuries and illnesses.

## **ARTICLE 18 - JOB SECURITY**

- 18.01 No employee employed by the City within the scope of this agreement shall lose employment during the life of this agreement as a direct result of contracting out.
- 18.02 In conjunction with 18.01, the employer agrees that work or services which have historically been performed by the bargaining unit, are presently performed by the bargaining unit, or are hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee, unless such action will result in a substantial saving or significant increase in effectiveness and this shall be discussed with the union prior to final decision by the employer, provided, however, that this shall not result in laying off of regular employees.
- 18.03 No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer a loss of pay as a result of work performed by volunteers, practicum students, or seasonal employees. Volunteers, practicum students and seasonal employees shall be supplementary to the employees in the bargaining unit.
- 18.04 Wherever feasible, the City will strive to move work that is currently being contracted out into the bargaining unit.

## **ARTICLE 19 - GENERAL**

### **19.01 Copies of Agreement**

The City and the Union agree to print and supply all members and all new members with a copy of the Collective Agreement in booklet form, on a fifty-fifty cost share basis.

### **19.02 Cash Shortage**

An employee handling cash shall not be required to pay for shortages, except in the case of criminal negligence.

### **19.03 Footwear**

An employee, upon successful completion of their probationary period and upon acceptance by the Supervisor/Manager that safety footwear purchased by the employee meets the necessary standards as described in the Occupational Health and Safety Code, shall be reimbursed by the City an amount up to a maximum of three hundred (\$300.00) dollars per calendar year. Replacement footwear will be reimbursed as required due to wear and tear.

### **19.04 Tool Allowance**

The City shall provide a tool allowance of \$100.00 per month payable bi-weekly to the Heavy Duty Technician, Automotive Technician, and Master Electrician.

## **ARTICLE 20 - PERIOD OF AGREEMENT**

20.01 The term of the agreement shall be for five (5) years, beginning on January 1, 2022 and ending December 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiration date, that it desires to propose changes, amendments or its termination.

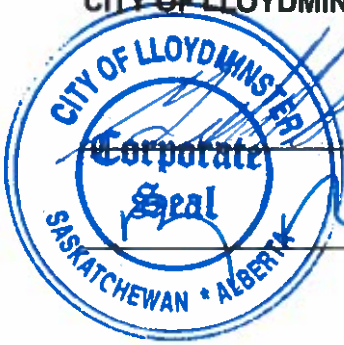
- 1) Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.
- 2) If any changes are deemed necessary other than the monetary items during the life of this agreement, the city and unions negotiating committees shall attempt to negotiate such changes.
- 3) This collective agreement shall continue in force and effect until a new collective agreement had been executed.
- 4) Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.
- 5) Time limits may be extended where mutually agreed upon between the Chief of Staff or designate and the President of CUPE Local 1015 or designate.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have caused these presents to be executed on the day and year first above written.

Dated this 17 day of March, 2022

**CITY OF LLOYDMINSTER**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 1015**



*[Handwritten signature]*  
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*[Handwritten signature]*  
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<b>EXHIBIT "A" - WAGES</b>		<b>Year 2022 - Increase 2%</b>		
<b>Band No:</b>	<b>Level 1 (Start)</b>	<b>Level 2 (2080 hours)</b>	<b>Level 3 (4160 hours)</b>	<b>Level 4 (6240 hours)</b>
<b>Band 8</b>	<b>\$44.72</b>	<b>\$46.11</b>	<b>\$47.56</b>	<b>\$48.98</b>
Assessor 3 AutoCAD/Geomatics Lead Development Coordinator		Heavy Duty Technician Lead Building Maintenance Lead GIS Technician Project Lead		
<b>Band 7</b>	<b>\$41.09</b>	<b>\$41.98</b>	<b>\$42.86</b>	<b>\$43.76</b>
Assessor 2 Development Officer 2 Land Development Project Lead		Master Electrician Planner 1		
<b>Band 6</b>	<b>\$36.82</b>	<b>\$37.92</b>	<b>\$39.06</b>	<b>\$40.22</b>
Application Support Analyst Assessment and Taxation Clerk Assessor 1 Automotive Technician Business Retention Specialist Collection Coordinator Coordinator, Community Development Coordinator, Land Sales Coordinator, Marketing Coordinator, Media & Digital Communications Coordinator, Sales & Sponsorship Court Liaison		Development Officer 1 GIS Technician Land Development Planner Municipal Accountant Network Analyst Parts Technician Planning Technician Plumber/Gas Fitter – Journeyperson Procurement Officer Property Leasing Agent Systems Analyst Welder - Journeyperson		
<b>Band 5</b>	<b>\$32.70</b>	<b>\$33.70</b>	<b>\$34.71</b>	<b>\$35.75</b>
Assistant Groundskeeper Golf Building Maintenance Technician Community Engagement Coordinator Community Support Worker Computer Support Technician Geomatic Support Technician Grants Coordinator		Head Watch Support Head Concrete Finisher Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator		
<b>Band 4</b>	<b>\$29.07</b>	<b>\$29.93</b>	<b>\$30.83</b>	<b>\$31.75</b>
911 Admin Support Admin Support 4 Automotive Technician – Apprentice Equipment Operator Intermediate Accounting Clerk		Parks Caretaker Photo Enforcement Officer/Technician RCMP Admin Support Utility Person Welder – Apprentice		
<b>Band 3</b>	<b>\$25.82</b>	<b>\$26.59</b>	<b>\$27.41</b>	<b>\$28.37</b>
Accounting Clerk Admin Support 3 Aquatic Specialist Communications and Marketing Assistant Fitness Specialist		Instrument Person Municipal Worker 2 Museum Programmer Recreation Programmer		
<b>Band 2</b>	<b>\$22.95</b>	<b>\$23.63</b>	<b>\$24.35</b>	<b>\$25.06</b>
Admin Support 2 Fitness Centre Attendant		Lifeguard/Instructor		
<b>Band 1</b>	<b>\$20.39</b>	<b>\$21.01</b>	<b>\$21.63</b>	<b>\$22.28</b>
Activity Leader Admin Support 1 Lifeguard		Municipal Worker 1 Visitor Service Attendant		
<b>Student Wage</b>	<b>\$16.68/hr</b>			

**Exhibit "A"****Year 2022 - Increase 2%****Water and Wastewater Salary Grid**

Treatment Plants Operator (Non-Certified)	\$28.95
Treatment Plants Operator 1	\$31.56
Treatment Plants Operator 2	\$34.72
Treatment Plants Operator 3	\$38.20
Treatment Plants Operator 4	\$42.00
Distribution Operator (Non-Certified)	\$28.95
Distribution Operator 1	\$31.56
Distribution Operator 2	\$34.72
Distribution Operator 3	\$38.20
Distribution Operator 4	\$42.00
Collection Operator (Non-Certified)	\$28.95
Collection Operator 1	\$31.56
Collection Operator 2	\$34.72
Collection Operator 3	\$38.20
Collection Operator 4	\$42.00

<b>Exhibit "A"</b>		<b>Year 2023 - Increase 2%</b>			
<b>Band No:</b>	<b>Level 1 (Start)</b>	<b>Level 2 (2080 hours)</b>	<b>Level 3 (4160 hours)</b>	<b>Level 4 (6240 hours)</b>	
<b>Band 8</b>	<b>\$45.61</b>	<b>\$47.03</b>	<b>\$48.51</b>	<b>\$49.96</b>	
Assessor 3 AutoCAD/Geomatics Lead Development Coordinator		Heavy Duty Technician Lead Building Maintenance Lead GIS Technician Project Lead			
<b>Band 7</b>	<b>\$41.91</b>	<b>\$42.82</b>	<b>\$43.72</b>	<b>\$44.64</b>	
Assessor 2 Development Officer 2 Land Development Project Lead		Master Electrician Planner 1			
<b>Band 6</b>	<b>\$37.56</b>	<b>\$38.68</b>	<b>\$39.84</b>	<b>\$41.02</b>	
Application Support Analyst Assessment and Taxation Clerk Assessor 1 Automotive Technician Business Retention Specialist Collection Coordinator Coordinator, Community Development Coordinator, Land Sales Coordinator, Marketing Coordinator, Media & Digital Communications Coordinator, Sales & Sponsorship Court Liaison		Development Officer 1 GIS Technician Land Development Planner Municipal Accountant Network Analyst Parts Technician Planning Technician Plumber/Gas Fitter – Journeyperson Procurement Officer Property Leasing Agent Systems Analyst Welder - Journeyperson			
<b>Band 5</b>	<b>\$33.35</b>	<b>\$34.37</b>	<b>\$35.40</b>	<b>\$36.47</b>	
Assistant Groundskeeper Golf Building Maintenance Technician Community Engagement Coordinator Community Support Worker Computer Support Technician Geomatic Support Technician Grants Coordinator		Head Watch Support Head Concrete Finisher Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator			
<b>Band 4</b>	<b>\$29.65</b>	<b>\$30.53</b>	<b>\$31.45</b>	<b>\$32.39</b>	
911 Admin Support Admin Support 4 Automotive Technician – Apprentice Equipment Operator Intermediate Accounting Clerk		Parks Caretaker Photo Enforcement Officer/Technician RCMP Admin Support Utility Person Welder – Apprentice			
<b>Band 3</b>	<b>\$26.34</b>	<b>\$27.12</b>	<b>\$27.96</b>	<b>\$28.94</b>	
Accounting Clerk Admin Support 3 Aquatic Specialist Communications and Marketing Assistant Fitness Specialist		Instrument Person Municipal Worker 2 Museum Programmer Recreation Programmer			
<b>Band 2</b>	<b>\$23.41</b>	<b>\$24.10</b>	<b>\$24.84</b>	<b>\$25.56</b>	
Admin Support 2 Fitness Centre Attendant		Lifeguard/Instructor			
<b>Band 1</b>	<b>\$20.80</b>	<b>\$21.43</b>	<b>\$22.06</b>	<b>\$22.73</b>	
Activity Leader Admin Support 1 Lifeguard		Municipal Worker 1 Visitor Service Attendant			
<b>Student Wage</b>	<b>\$17.01/hr</b>				

**Exhibit "A"****Year 2023 - Increase 2%**

<b>Water and Wastewater Salary Grid</b>	
Treatment Plants Operator (Non-Certified)	\$29.53
Treatment Plants Operator 1	\$32.19
Treatment Plants Operator 2	\$35.41
Treatment Plants Operator 3	\$38.96
Treatment Plants Operator 4	\$42.84
Distribution Operator (Non-Certified)	\$29.53
Distribution Operator 1	\$32.19
Distribution Operator 2	\$35.41
Distribution Operator 3	\$38.96
Distribution Operator 4	\$42.84
Collection Operator (Non-Certified)	\$29.53
Collection Operator 1	\$32.19
Collection Operator 2	\$35.41
Collection Operator 3	\$38.96
Collection Operator 4	\$42.84

<b>Exhibit "A"</b>		<b>Year 2024 - Increase</b>		
<b>2%</b>				
<b>Band No:</b>	<b>Level 1 (Start)</b>	<b>Level 2 (2080 hours)</b>	<b>Level 3 (4160 hours)</b>	<b>Level 4 (6240 hours)</b>
<b>Band 8</b>	<b>\$46.52</b>	<b>\$47.97</b>	<b>\$49.48</b>	<b>\$50.96</b>
Assessor 3 AutoCAD/Geomatics Lead Development Coordinator		Heavy Duty Technician Lead Building Maintenance Lead GIS Technician Project Lead		
<b>Band 7</b>	<b>\$42.75</b>	<b>\$43.68</b>	<b>\$44.59</b>	<b>\$45.53</b>
Assessor 2 Development Officer 2 Land Development Project Lead		Master Electrician Planner 1		
<b>Band 6</b>	<b>\$38.31</b>	<b>\$39.45</b>	<b>\$40.64</b>	<b>\$41.84</b>
Application Support Analyst Assessment and Taxation Clerk Assessor 1 Automotive Technician Business Retention Specialist Collection Coordinator Coordinator, Community Development Coordinator, Land Sales Coordinator, Marketing Coordinator, Media & Digital Communications Coordinator, Sales & Sponsorship Court Liaison		Development Officer 1 GIS Technician Land Development Planner Municipal Accountant Network Analyst Parts Technician Planning Technician Plumber/Gas Fitter – Journeyperson Procurement Officer Property Leasing Agent Systems Analyst Welder - Journeyperson		
<b>Band 5</b>	<b>\$34.02</b>	<b>\$35.06</b>	<b>\$36.11</b>	<b>\$37.20</b>
Assistant Groundskeeper Golf Building Maintenance Technician Community Engagement Coordinator Community Support Worker Computer Support Technician Geomatic Support Technician Grants Coordinator		Head Watch Support Head Concrete Finisher Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator		
<b>Band 4</b>	<b>\$30.24</b>	<b>\$31.14</b>	<b>\$32.08</b>	<b>\$33.04</b>
911 Admin Support Admin Support 4 Automotive Technician – Apprentice Equipment Operator Intermediate Accounting Clerk		Parks Caretaker Photo Enforcement Officer/Technician RCMP Admin Support Utility Person Welder – Apprentice		
<b>Band 3</b>	<b>\$26.87</b>	<b>\$27.66</b>	<b>\$28.52</b>	<b>\$29.52</b>
Accounting Clerk Admin Support 3 Aquatic Specialist Communications and Marketing Assistant Fitness Specialist		Instrument Person Municipal Worker 2 Museum Programmer Recreation Programmer		
<b>Band 2</b>	<b>\$23.88</b>	<b>\$24.58</b>	<b>\$25.34</b>	<b>\$26.07</b>
Admin Support 2 Fitness Centre Attendant		Lifeguard/Instructor		
<b>Band 1</b>	<b>\$21.22</b>	<b>\$21.86</b>	<b>\$22.50</b>	<b>\$23.18</b>
Activity Leader Admin Support 1 Lifeguard		Municipal Worker 1 Visitor Service Attendant		
<b>Student Wage</b>		<b>\$17.35/hr</b>		

**Exhibit "A"****Year 2024 - Increase 2%**

<b>Water and Wastewater Salary Grid</b>	
Treatment Plants Operator (Non-Certified)	\$30.12
Treatment Plants Operator 1	\$32.83
Treatment Plants Operator 2	\$36.12
Treatment Plants Operator 3	\$39.74
Treatment Plants Operator 4	\$43.70
Distribution Operator (Non-Certified)	\$30.12
Distribution Operator 1	\$32.83
Distribution Operator 2	\$36.12
Distribution Operator 3	\$39.74
Distribution Operator 4	\$43.70
Collection Operator (Non-Certified)	\$30.12
Collection Operator 1	\$32.83
Collection Operator 2	\$36.12
Collection Operator 3	\$39.74
Collection Operator 4	\$43.70

<b>Exhibit "A"</b>		<b>Year 2025 - Increase 2%</b>		
<b>Band No:</b>	<b>Level 1 (Start)</b>	<b>Level 2 (2080 hours)</b>	<b>Level 3 (4160 hours)</b>	<b>Level 4 (6240 hours)</b>
<b>Band 8</b>	<b>\$47.45</b>	<b>\$48.93</b>	<b>\$50.47</b>	<b>\$51.98</b>
Assessor 3 AutoCAD/Geomatics Lead Development Coordinator		Heavy Duty Technician Lead Building Maintenance Lead GIS Technician Project Lead		
<b>Band 7</b>	<b>\$43.61</b>	<b>\$44.55</b>	<b>\$45.48</b>	<b>\$46.44</b>
Assessor 2 Development Officer 2 Land Development Project Lead		Master Electrician Planner 1		
<b>Band 6</b>	<b>\$39.08</b>	<b>\$40.24</b>	<b>\$41.45</b>	<b>\$42.68</b>
Application Support Analyst Assessment and Taxation Clerk Assessor 1 Automotive Technician Business Retention Specialist Collection Coordinator Coordinator, Community Development Coordinator, Land Sales Coordinator, Marketing Coordinator, Media & Digital Communications Coordinator, Sales & Sponsorship Court Liaison		Development Officer 1 GIS Technician Land Development Planner Municipal Accountant Network Analyst Parts Technician Planning Technician Plumber/Gas Fitter – Journeyperson Procurement Officer Property Leasing Agent Systems Analyst Welder - Journeyperson		
<b>Band 5</b>	<b>\$34.70</b>	<b>\$35.76</b>	<b>\$36.83</b>	<b>\$37.94</b>
Assistant Groundskeeper Golf Building Maintenance Technician Community Engagement Coordinator Community Support Worker Computer Support Technician Geomatic Support Technician Grants Coordinator		Head Watch Support Head Concrete Finisher Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator		
<b>Band 4</b>	<b>\$30.84</b>	<b>\$31.76</b>	<b>\$32.72</b>	<b>\$33.70</b>
911 Admin Support Admin Support 4 Automotive Technician – Apprentice Equipment Operator Intermediate Accounting Clerk		Parks Caretaker Photo Enforcement Officer/Technician RCMP Admin Support Utility Person Welder – Apprentice		
<b>Band 3</b>	<b>\$27.41</b>	<b>\$28.21</b>	<b>\$29.09</b>	<b>\$30.11</b>
Accounting Clerk Admin Support 3 Aquatic Specialist Communications and Marketing Assistant Fitness Specialist		Instrument Person Municipal Worker 2 Museum Programmer Recreation Programmer		
<b>Band 2</b>	<b>\$24.36</b>	<b>\$25.07</b>	<b>\$25.85</b>	<b>\$26.59</b>
Admin Support 2 Fitness Centre Attendant		Lifeguard/Instructor		
<b>Band 1</b>	<b>\$21.64</b>	<b>\$22.30</b>	<b>\$22.95</b>	<b>\$23.64</b>
Activity Leader Admin Support 1 Lifeguard		Municipal Worker 1 Visitor Service Attendant		
<b>Student Wage</b>		<b>\$17.70/hr</b>		

**Exhibit "A"****Year 2025 - Increase 2%**

<b>Water and Wastewater Salary Grid</b>	
Treatment Plants Operator (Non-Certified)	\$30.72
Treatment Plants Operator 1	\$33.49
Treatment Plants Operator 2	\$36.84
Treatment Plants Operator 3	\$40.53
Treatment Plants Operator 4	\$44.57
Distribution Operator (Non-Certified)	\$30.72
Distribution Operator 1	\$33.49
Distribution Operator 2	\$36.84
Distribution Operator 3	\$40.53
Distribution Operator 4	\$44.57
Collection Operator (Non-Certified)	\$30.72
Collection Operator 1	\$33.49
Collection Operator 2	\$36.84
Collection Operator 3	\$40.53
Collection Operator 4	\$44.57

<b>Exhibit "A"</b>		<b>Year 2026 - Increase 2%</b>			
<b>Band No:</b>	<b>Level 1 (Start)</b>	<b>Level 2 (2080 hours)</b>	<b>Level 3 (4160 hours)</b>	<b>Level 4 (6240 hours)</b>	
<b>Band 8</b>	<b>\$48.40</b>	<b>\$49.91</b>	<b>\$51.48</b>	<b>\$53.02</b>	
Assessor 3 AutoCAD/Geomatics Lead Development Coordinator			Heavy Duty Technician Lead Building Maintenance Lead GIS Technician Project Lead		
<b>Band 7</b>	<b>\$44.48</b>	<b>\$45.44</b>	<b>\$46.39</b>	<b>\$47.37</b>	
Assessor 2 Development Officer 2 Land Development Project Lead			Master Electrician Planner 1		
<b>Band 6</b>	<b>\$39.86</b>	<b>\$41.04</b>	<b>\$42.28</b>	<b>\$43.53</b>	
Application Support Analyst Assessment and Taxation Clerk Assessor 1 Automotive Technician Business Retention Specialist Collection Coordinator Coordinator, Community Development Coordinator, Land Sales Coordinator, Marketing Coordinator, Media & Digital Communications Coordinator, Sales & Sponsorship Court Liaison			Development Officer 1 GIS Technician Land Development Planner Municipal Accountant Network Analyst Parts Technician Planning Technician Plumber/Gas Fitter – Journeyperson Procurement Officer Property Leasing Agent Systems Analyst Welder - Journeyperson		
<b>Band 5</b>	<b>\$35.39</b>	<b>\$36.48</b>	<b>\$37.57</b>	<b>\$38.70</b>	
Assistant Groundskeeper Golf Building Maintenance Technician Community Engagement Coordinator Community Support Worker Computer Support Technician Geomatic Support Technician Grants Coordinator			Head Watch Support Head Concrete Finisher Lab Technician Plant Operator Senior Accounting Clerk Senior Equipment Operator		
<b>Band 4</b>	<b>\$31.46</b>	<b>\$32.40</b>	<b>\$33.37</b>	<b>\$34.37</b>	
911 Admin Support Admin Support 4 Automotive Technician – Apprentice Equipment Operator Intermediate Accounting Clerk			Parks Caretaker Photo Enforcement Officer/Technician RCMP Admin Support Utility Person Welder – Apprentice		
<b>Band 3</b>	<b>\$27.96</b>	<b>\$28.77</b>	<b>\$29.67</b>	<b>\$30.71</b>	
Accounting Clerk Admin Support 3 Aquatic Specialist Communications and Marketing Assistant Fitness Specialist			Instrument Person Municipal Worker 2 Museum Programmer Recreation Programmer		
<b>Band 2</b>	<b>\$24.85</b>	<b>\$25.57</b>	<b>\$26.37</b>	<b>\$27.12</b>	
Admin Support 2 Fitness Centre Attendant			Lifeguard/Instructor		
<b>Band 1</b>	<b>\$22.07</b>	<b>\$22.75</b>	<b>\$23.41</b>	<b>\$24.11</b>	
Activity Leader Admin Support 1 Lifeguard			Municipal Worker 1 Visitor Service Attendant		
<b>Student Wage</b>	<b>\$18.05/hr</b>				

**Exhibit "A"****Year 2026 - Increase 2%**

<b>Water and Wastewater Salary Grid</b>	
Treatment Plants Operator (Non-Certified)	\$31.33
Treatment Plants Operator 1	\$34.16
Treatment Plants Operator 2	\$37.58
Treatment Plants Operator 3	\$41.34
Treatment Plants Operator 4	\$45.46
Distribution Operator (Non-Certified)	\$31.33
Distribution Operator 1	\$34.16
Distribution Operator 2	\$37.58
Distribution Operator 3	\$41.34
Distribution Operator 4	\$45.46
Collection Operator (Non-Certified)	\$31.33
Collection Operator 1	\$34.16
Collection Operator 2	\$37.58
Collection Operator 3	\$41.34
Collection Operator 4	\$45.46

## **EXHIBIT "B"**

### **LAYOFF AND RECALL PROCEDURE**

#### **Preamble**

1. Determination of "ability and qualifications to perform the duties of work" will be determined by the Employer as set out in the applicable classifications job description.
2. Recall rights apply to permanent full-time and permanent part-time positions with the City.
3. Classification is defined as positions as per Exhibit "A" of the Collective Agreement.

#### **Meeting with the Union**

4. Prior to implementation of the provisions of this Exhibit, the Employer will meet with the Union to inform the Union of the Employer's intentions.

#### **Notice of Layoff**

5. When it becomes necessary to eliminate a position(s) of an Employee, the Employer will notify the Employee at least fourteen (14) calendar days prior to the date of layoff or such shorter period of time that is agreed upon between the Union and the Employer. The fourteen (14) calendar days' notice shall not apply where layoff results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.

#### **Layoff Process**

6. Where an Employee with lesser seniority is displaced, the less senior Employee will receive fourteen (14) calendar days' notice and placed on the recall list.
7. Employees shall be laid off on the basis of classification designated for the layoff in reverse order of seniority, whereas the Employee with the least seniority will be displaced first, provided that the remaining Employees have the required qualifications, experience, skill and ability to perform the work in question.
8. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
9. Employee Movement (Bumping)
  - (a) Within three (3) business days after being notified under Section 5 of this Exhibit the Employer and Employee shall agree upon a list of up to a maximum of four (4) classifications into which the Employee can bump. All determination of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
  - (b) In the event there are no applicable positions determined for the Employee to bump into, the Employee shall be notified within the timelines noted in (a) and shall be laid

off and placed on recall.

- (c) Upward bumping into a higher pay band will not be considered.
- (d) The employee shall advise the employer within two (2) business days after being notified of potential positions their intent to bump including their preferred position from the list.
- (e) Should the Employee select a position in a lower Band, the employee will be placed at level 4 within such Band. The employer agrees in such situation that the employee's current salary prior to bumping will continue for a period of four (4) weeks from the date of notice given in Section 5 of this Exhibit.
- (f) Failure to accept to bump into a designated position(s), when given the opportunity under Section 9 of this Exhibit, shall result in the affected Employee being laid-off and placed on the recall list.

#### **Employee Benefit Coverage During Layoff**

- 10. An Employee who is laid off may make arrangements prior to their date of layoff to pay the full premiums of any applicable benefit plans they are eligible for, to assure continuation of such protection, if so desired. Such arrangement shall continue so long as the Employee has rights to recall and they make their full premium payments.
- 11. Failure by the Employee to submit the full premium payments will result in the Employer discontinuing benefit coverage for that Employee.

#### **Recall Process**

- 12. Within a classification, Employees will be recalled in order of seniority provided that the recalled Employee has the ability and qualifications to perform the work without extensive training or orientation.
- 13. From the date of layoff for the timelines set out in Article 8.03 of the Collective Agreement, if an Employee's former position becomes available, and the Employee has displaced into another position, or a vacant position, or has been recalled and accepted another position, such Employee shall be reinstated to their former position unless such Employee notifies the Employer in writing within forty-eight (48) hours of recall notification, that they are no longer interested in being recalled to their former position and the Employer agrees not to recall the Employee to their former position.
- 14. Where there are no applicants for a posted vacancy within the bargaining unit, or there are no suitable applicants, the most senior Employee on layoff who has the ability and qualifications to perform the work without extensive training or orientation shall be offered the position.
- 15. The method of recall shall be by telephone and an Employee so notified will report for work as directed but, in any event, shall notify the Employer of their intent no later than seven (7) calendar days following the date of notice. If contact with the Employee is not accomplished by phone, a letter by registered mail shall be sent and shall be deemed delivered five (5)

calendar days from the date of mailing.

16. No new Employees will be hired within the same classification as layoffs, while there are other Employees who have the ability and qualifications to perform the work and are on layoff.
17. Other than for the continuation of seniority, discipline, grievance and arbitration rights, and rights and benefits arising under this Exhibit, an Employee's rights while on full layoff shall be limited to the right to recall.
18. Employees on recall who provide their personal email addresses will be forwarded by such email all internal job postings for the duration of the time they are on recall. It is the employee's responsibility to notify the employer if they are interested in a vacant position while on recall.

#### **Termination of Recall Rights while on Full Layoff**

19. Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of 365 days for a permanent Employee or 120 days for a temporary Employee from the date of layoff, whichever first occurs.
20. An Employee's right to recall will expire if the Employee refuses recall to a position with the same or greater regularly scheduled hours and the same classification as their pre-layoff position.
21. If an Employee is a successful applicant on a posted position their recall rights will be terminated.
22. An Employee may accept or refuse recall to a position with less regularly scheduled hours or in a lower pay grade than their pre-layoff position without affecting their right to recall.
23. Where an Employee on layoff has been recalled to a temporary position, the Employee will retain all recall rights for 365 days for a permanent Employee or 120 days for a temporary Employee from the date of full layoff.

#### **Operation of Layoff and Recall Letter of Understanding**

24. When an Employee has been given notice of layoff and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay, if within the (14) calendar day notice period, for the purpose of attending an employment interview on the following conditions:
  - (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
  - (b) There is not more than four (4) hours lost time per job interview; and
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

**LETTER OF UNDERSTANDING**

**between**

**The City of Lloydminster**

**(the "City")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1015**

**(the "Union")**

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**RE: Truth and Reconciliation**


The City of Lloydminster commits throughout the year to Action No. 57 as per the Federal Government's Truth and Reconciliation Commission's Call to Action.

"Action No. 57. We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism."

AGREED THIS 17 DAY OF March, 2022.

ON BEHALF OF THE CITY OF  
LLOYDMINSTER

ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 1015

  
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