

Mediated Memorandum of Agreement June 6, 2018

**CUPE Local 30
&
City of Fort Saskatchewan**

Welcome Sisters & Brothers

this offer comes to you
recommended by your committee

- ▶ Lee Conforti
- ▶ Kim Kuemper
- ▶ Gursharanjit Singh Dhaliwal
- ▶ Al Halaby
- ▶ Mike Scott
- ▶ Rick Ewashko
- ▶ Mark Brzezowski

2017, 2018, 2019

- ▶ The Canadian Union of Public employees, hereinafter called "the Union" and The City of Fort Saskatchewan hereinafter called "the Employer" have agreed to the following amendments to the articles contained within the Collective Agreement between the parties that expired on December 31, 2016:

ARTICLE #3.05 D : DEFINITIONS

- ▶ (d) The probationary period for newly hired permanent employees will be amended from Six (6) months to Three (3) months

Permanent part-time employees

3.06 D

- ▶ (d) Permanent part-time employees shall accrue the following percentage of their regular earnings in lieu of vacation and statutory holidays:
- ▶ During the first Two (2) years Nine (9%) up from Eight (8%)
- ▶ During the Third (3rd) year up to and including the Eight (8th) year Eleven (11%) up from Ten (10%)

CASUAL: 3.07

- ▶ (d) Casual employees shall be paid Nine (9%) of their regular earnings in lieu of vacation and statutory holidays, up from Eight (8%).
- ▶ (i) A casual employee in a position for Twelve (12) months averaging Fifteen (15) hours or more a week for Fifty (50) weeks shall move from Relief to Permanent Part Time without a competition, down from Thirty (30) hours.

ARTICLE #6: CHECK-OFF OF UNION DUES

6.02 The list the Employer provides the Union with information regarding employees in positions that fall within the Union's jurisdiction will now include employee e-mail addresses

Article 10

GRIEVANCE PROCEDURES

10.03

- ▶ Step 1 through 3 will now allow for Ten (10) days, up from 5 days for the specific parties to respond.
- ▶ Step 4 will now allow for Thirty (30) days, up from Five 5 days for the specific party to respond

DISCIPLINE, SUSPENSION AND DISCHARGE

- ▶ 12.05 The Supervisor will not be permitted to conduct a disciplinary meeting. People Services will conduct all Notice of Investigations and disciplinary action in consultation with the Supervisor.

ARTICLE #13: SENIORITY

- ▶ 13.01 Temporary and Casual employees who, while in the employ of the Employer and who are the successful applicant for a permanent position as per Article Fourteen (14), shall have their seniority as a temporary employee and/or a Casual employee credited back to their last break in service with the Employer, if the break in service was for a period of less than twelve (12) months, up from three (3) months.

ARTICLE #16:01 & 03 HOURS OF WORK

Program Assistant, Senior Community Peace Officer, Child Minding Attendant, Customer Services Representative, Instructor/Guard, Transfer Station Attendant, and Instructor, have all been added. The Foreman position is listed with departmental reference with the exception of the Utilities Foreman.

Hours of Work

16.02

- Police Clerk and Senior Police Clerk hours of work will be changed *to*
 - Shift Workers: a regular shift shall be a maximum of ten (10) hours on a rotating twenty-four (24) hour schedule inclusive of a twenty (20) minute paid lunch period, to be taken on-site, averaging 1950 hours annually.
 - Week-day shifts shall be up to nine (9) hours averaging 1950 hours annually including a thirty (30) minute unpaid lunch period.

16.08 Part Time Employee

- All part time employees working a shift of 5 hours or longer shall be permitted a 30 minute paid rest break. If agreed to by the employer, breaks can be taken in two, 15- minute installments. Changes to Legislation

Hours of Work 16.09

- ▶ With the exception of Aquatics employees who require 10 hours rest between shifts, all other employees will require 8 hours of rest between shifts

Overtime Meal Allowance

- ▶ 17.03 Overtime meals provided to employees will not exceed the cost of the Government of Alberta meal allowance rates (Current rates are as follows and are adjusted annual or as necessary. \$9.20 breakfast, \$11.60 lunch, \$20.70 dinner, \$10.35 late night)

Article 20

Leave of Absence

▶ 20.15 LENGTH OF MATERNITY LEAVE:

Maternity leave shall cover a period up to twelve (12) months for the birth or adoption of a child. Sixteen (16) weeks, up from 15 weeks is Maternity Leave for a mother giving birth (6 of which must be taken after the delivery), 62 weeks Parental Leave, up from 37 weeks entitled to the mother after delivery, the other parent after the time of birth, or adoptive parents after the time of adoption. *Legislation*

ARTICLE #21: SICK LEAVE

- ▶ 21.08 Payment for illness that starts prior to, during, or immediately following an employee's scheduled vacation, if the vacation leave is schedule for 3 or more days, shall be paid

ARTICLE #23.01 & 23.05

BENEFITS

- ▶ 23.01 (c)

Permanent part-time employee eligibility for benefits will be amended from a minimum threshold of hours of 1300 to 780 hours

- ▶ 23.05

Permanent Part Time employees waiting period for LAPP will be amended from 1000 hours for three consecutive years to 1000 hours per year in one year

ARTICLE #24: PAYMENT OF WAGES AND ALLOWANCES

- ▶ 24.07 Current employees who are successful in moving to a higher compensated classification will be placed at a level reflective of their experience and education rather than the current practice of placement at the same level they are on their current pay scale.
- ▶ 24.09 An Operator assigned to Arenas who provides on the job equipment training will now be paid a premium of \$1.00 per hour while performing such work to a maximum of 40 hours.

Article 25.02

HEALTH AND SAFETY

Where the Employer requires safety footwear to be worn, the following changes to reimbursement will be amended:

- Permanent Full Time from \$150 per year to \$300 per year. The option to request \$100 for the purchase of a second set of footwear will be removed.
- Permanent Part Time will continue to receive \$150 reimbursement.
- Temporary will receive \$150 without the current restrictions of length of service or hours worked.
- Casual will receive \$50 where they currently receive no reimbursement.

Letters of Understandings

- ▶ The Union and the Employer have signed off on 2 Letters of Understanding.
- ▶ The First is a commitment to review the Operator 11–Arborist Classification to insure equity.
- ▶ The second is a commitment to conduct a comprehensive benefit review where employees will have opportunity to participate and provide input.

Letter of Understanding

Review of Employee Benefit Provider and Coverage

- ▶ The Employer agrees to complete a review of The City of Fort Saskatchewan Group Benefit Plan as described in Article 23.01(a). Current usage information, employee input and cost for value will all be considered in determining any changes, additions or deletion to our current benefit provisions. All City employees will have opportunity to provide input into benefit changes.
- ▶ The results of the review will be shared with staff and any changes made as a result of the review will become effective at the conclusion of the review.

Letter of Understanding

Review of Operator II – Arborist position

- ▶ The Employer agrees to complete a review of the current Operator II – Arborist position to ensure it is appropriately classified. The review, conducted as per article 28.03, will commence immediately with any **retroactive pay dated back to January 1, 2018, if so necessary.**

Other Amendments

- ▶ There are other amendments, not included in this Memorandum of Agreement, that are documented on sign off sheets that have little to no impact on the employees of the collective agreement.

Renee Fitzsimmons

- ▶ Director of–People Services
The City of Fort Saskatchewan

- ▶ Al Halaby Business Agent
Canadian Union of Public Employees, Local 30

Wage Schedule will be amended to reflect years not currently contained as follows:

- ▶ 2018 – A general wage increase of 2% retroactive to January 1, 2018.
- ▶ 2019 – A general wage increase of 2%

Wage Schedule

- ▶ Wage Schedule will be amended to reflect years not currently contained as follows:
- ▶ 2017 – No general wages increase. All permanent Full time employees actively employed or on an approved leave of absence as of May 1, 2018 will receive a \$750 lump sum payment if they were actively at work for all or a portion of 2017.
- ▶ All permanent part time, temporary and casual employees actively employed or on an approved leave of absence as of May 1, 2018 will receive a \$350 lump sum payment if they were actively at work for all or a portion of 2017.

Thank You

- ▶ Have a Great Summer & Please Stay Safe.

