

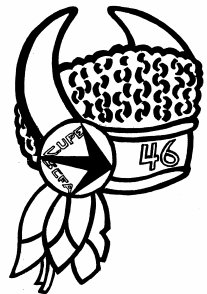
COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)



January 1, 2002 – December 31, 2004

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The parties to the Collective Agreement recognize that, due to the diversity of the bargaining unit, all of the provisions of the main agreement cannot apply to all employees in all departments. As such, for ease of reference, the parties have consolidated all articles that alter the application of the main agreement into various appendices.

The parties agree that each Appendix shall be attached to, and form part of, the Collective Agreement, acknowledging that where any provision in the Collective Agreement conflicts with any Appendix, the Appendix shall prevail.

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ARTICLES OF AGREEMENT made in duplicate.

BETWEEN:

THE CITY OF MEDICINE HAT
(hereinafter called the "City")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46 - MEDICINE HAT
(Inside & Outside Workers)
(hereinafter called the "Union")

The Negotiating Teams for the above stated parties have agreed to the following amendments and agree to recommend ratification of these amendments to their respective parties. The amendments will be effective the date of final ratification unless otherwise specified.

1 TERM OF AGREEMENT

- 1.1 This Collective Agreement shall be in full force and effect as of the first day of January 2002 and shall continue in full force and effect until the 31st day of December, 2004 and from year to year thereafter unless one party gives to the other party, not less than sixty (60) days or no more than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement, notice in writing to commence collective bargaining.
- 1.2 Pre-negotiation studies may be carried out if this is mutually agreeable to both parties.
- 1.3 Any changes to this Collective Agreement deemed necessary during the term of this Collective Agreement, shall only be made by a mutually agreed and signed Letter of Agreement or Letter of Understanding between the City and the Union.

2 INTERPRETATION AND RECOGNITION

- 2.1 The City recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agency for all employees covered by this Collective Agreement and as per authority granted by the Labour Relations Code and the decision of the Labour Relations Board, Certification Number 11-98.
- 2.2 The City agrees not to bargain collectively with any other labour organization affecting employees covered by this Collective Agreement.
- 2.3 No employee covered by this Collective Agreement shall be asked to make a written or verbal agreement with the City that violates this Collective Agreement.
- 2.4 The City agrees that supervisors and other persons not in the bargaining unit shall not perform duties of employees who are within the bargaining unit except for the purpose of

instruction, experimenting, or in emergencies when regular bargaining unit employees are not readily available and providing the aforementioned operations do not reduce the hours of work or pay of any employee.

- 2.5 No employees of the City, other than the Labour Relations staff, shall interpret any part of this Collective Agreement on behalf of the City.
- 2.6 No member of the Union, other than the National Representative(s), President and Vice-President, shall interpret any part of this Collective Agreement on behalf of the Union.

3 UNION COMMITTEES

- 3.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In order that this may be carried out, the Union shall notify the City in writing of the names of the Union's officials who have functions under this Collective Agreement and stating their functions.
- 3.2 The Union shall have the right at any time to have the assistance of their National Representative(s) when dealing or negotiating with the City.
- 3.3 Representatives of the Union appointed under Article 3.1 above shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, grievances and other Union business with the City. Notice in writing of such shall, when possible, be given to the City at least three (3) working days in advance.
- 3.4 If Union grievances are being processed by Shop Stewards or Union Executive, verbal notification for time off must be given to their respective supervisors.
- 3.5 The Union President or an executive member as designated by the Union shall be allowed each Monday off work to conduct Union business. The City shall pay his regular wages and bill the Union for these wages plus the appropriate pro-rated costs for benefits.
- 3.6 The Union President and/or Vice-President shall conduct Union business with the Human Resources Department at a weekly meeting held at a mutually agreeable day and time set out in writing.

4 UNION DUES AND SECURITY

- 4.1 Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union, shall maintain such membership.

- 4.2 The City shall deduct from every employee, any dues levied in accordance with the Union Constitution and/or By-laws, and owing by the employee to the Union.
- 4.3 All employees in the bargaining unit shall pay the Union dues whether or not they are a member of the Union, and dues shall be deducted from the salary cheque of each employee following commencement of employment with the City. Dues are to be deducted bi-weekly from thereon.
- 4.4 The Secretary-Treasurer of the Union shall notify the City as to the amount of such regular Union dues.
- 4.5 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union in the month following, accompanied by a duplicate list of the names of all employees from whose wages the deductions have been made.
- 4.6 After ratification of a Collective Agreement, the City and the Union shall share the cost equally to print Collective Agreements for required management staff, current employees, and new employees as they are hired.
- 4.7 Upon commencing employment for new employees, the Human Resources Department shall:
- (a) advise that a Collective Agreement is in effect;
 - (b) provide a copy of the current Collective Agreement;
 - (c) provide the name of the Steward in the employee's area of employment;
 - (d) identify this clause dealing with union dues and security.

5 MANAGEMENT RIGHTS

- 5.1 The City reserves all rights not specifically restricted by provisions of this Collective Agreement.

6 USING POSITION

- 6.1 No official of the City shall use his position to obtain or solicit donations from employees for any purpose whatsoever.

7 RESIDENCE WITHIN CITY LIMITS

- 7.1 Residence within the City limits shall not be a condition of employment. However, an employee that is living out of the City limits, who is:
- (a) responding to a call out when available, or;
 - (b) on standby, or;
 - (c) required to respond to emergencies,

shall ensure that they are able to respond within an acceptable time as established by the appropriate Commissioner.

8 DISCRIMINATION AND HARASSMENT

- 8.1 The City and the Union agree that no employee shall be subject to:
- 8.1.1 discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, appointment, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, ancestry, colour, place of origin, political affiliation, religious belief, gender, sexual preference, marital status, physical or mental disability, family status, source of income, or by reason of his membership/ activity or lack thereof in the Union.
 - 8.1.2 any harassment, occurring from unwelcomed physical or verbal conduct that demeans, belittles, or causes personal humiliation/embarrassment.
 - 8.1.3 sexual harassment occurring from unwanted sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature. Cases of sexual harassment shall be considered as discrimination on the grounds of gender and is a violation of the Human Rights, Citizenship and Multiculturalism Act of Alberta.
- 8.2 **Reporting Procedure**
- 8.2.1 An employee who believes he has been subjected to discrimination, harassment, or sexual harassment, has a responsibility to advise the offender that the action is unacceptable behaviour and unwelcome.
 - 8.2.2 All reported cases of discrimination, harassment, or sexual harassment shall be processed as outlined in the City of Medicine Hat "Equal Opportunity Policy".
 - 8.2.3 It is important that the employee keeps a record of dates, times, the nature of the behaviour and the names of any people who may have witnessed the incident(s). Also record what action was taken to stop the discrimination, harassment, or sexual harassment.
 - 8.2.4 The incident(s) of perceived discrimination, harassment, or sexual harassment should be reported by the employee to his supervisor as soon as possible after the occurrence of the alleged discrimination.
 - 8.2.5 Where, due to perceived involvement or bias, the employee is not able to proceed through his supervisor, he should report it directly to the Manager of Human Resources.
 - 8.2.6 At any step of the above, the matter may be processed through the Union.

9 DEFINITIONS

- 9.1 Anniversary Date is the yearly date established by the commencement of latest period of continuous service.
- 9.2 Accumulated Service must occur in consecutive years, and any period of non-employment by the City of any one (1) calendar year (January 1 to December 31) shall constitute a break in service and the employee shall forfeit all previously accumulated service.
- 9.3 City, for the purposes of the administration of this Collective Agreement, shall mean the City of Medicine Hat Council and the managerial employees authorized to represent the City who are outside the scope of this Collective Agreement in accordance with the Alberta Labour Relations Code.
- 9.4 City Grievance Committee when used in this Collective Agreement shall mean a Committee consisting of an Alderman appointed by the Corporate Services Committee, and the Commissioner(s) not involved with the grievance.
- 9.5 Continuous Service when used in this Collective Agreement shall mean the length of service without any break of greater than ninety (90) days unless otherwise stipulated in this Collective Agreement.
- 9.6 Crew when used in this Collective Agreement shall mean:
- (a) a group of employees who regularly work together, and/or;
 - (b) report to work at the same location, and/or;
 - (c) work on the same shift, and/or;
 - (d) perform similar work, and/or;
 - (e) who are directly supervised by the same bargaining unit employee.
- The crew structure shall be posted in each department.
- 9.7 Days when used in this Collective Agreement shall mean calendar days, unless otherwise stipulated in this Collective Agreement.
- 9.8 Departments within the divisions when used in this Collective Agreement shall consist of:

Corporate Services Division

- (a) Finance, (b) Human Resources, (c) Information and Computer Services, (d) Planning, Building and Engineering

Utilities Services Division

- (a) Gas Utility, (b) Solid Waste Collection, (c) Water Distribution and Wastewater Collection, (d) Waste Water Treatment Plant, (e) Landfill & Waste Diversion (f) Municipal Works

Public Services Division

- (a) Community Development, (b) Parks, (c) Protective Services, (d) Museum, (e) Transit

Departments Reporting to City Council

(a) City Clerk, (b) City Solicitor

Departments Reporting to Chief Administrative Officer

(a) Corporate Policy & Analysis

Police Service

(a) Information Processing Section, (b) Building Maintenance, (c) Special Constables

9.9 Employee when used in this Collective Agreement shall mean all of the employees of the City of Medicine Hat pursuant to Alberta Labour Relations Board Certificate 11-98.

9.9.1 Permanent Employee when used in this Collective Agreement shall mean an employee who has been permanently appointed to a permanently established position and shall also include permanent employees serving a probationary period. Permanent employees may also work in relief assignments and will retain their permanent status while doing so.

9.9.2 Temporary Employee when used in this Collective Agreement shall mean a person who is hired to work in a position that does not normally exceed twelve (12) continuous months:

(a) for seasonal, project, or heavy workload that does not replace a permanent employee.

(b) where the City requires a temporary position to exceed the twelve (12) continuous months, the City shall apply to the union for an extension, sixty (60) days in advance of such extension. The Union shall not unreasonably withhold such extension. Where an extension is not requested and the position exceeds twelve (12) months, then the Union shall request approval from the appropriate Commissioner to have the position filled in accordance with Article 11.

(c) to fill a relief assignment.

9.10 Employee's Regular Work Schedule when used in this Collective Agreement shall mean the regular hours of work assigned to an employee that will re-occur in a regular cycle and regular work schedules will include: the daily hours of work, the days of the week the employee is scheduled to work and the employee's scheduled days off.

9.11 Joint Job Evaluation Plan/Procedures Manual when used in this Collective Agreement shall mean the plan and manual as agreed to by the two parties and forms part of this Collective Agreement.

9.12 Letter of Agreement when attached to this Collective Agreement shall mean a mutually agreed letter, in writing, authorized by the signing authorities to this Collective Agreement, that amends the terms and conditions of this Collective Agreement on an ongoing basis that may, or may not, be incorporated into the main body of the Collective Agreement during collective bargaining.

- 9.13 Letter of Understanding when attached to this Collective Agreement shall mean a mutually agreed letter, in writing, between the Union and the Human Resources Department, that on a case by case basis temporarily by-passes a specific article(s) of the Collective Agreement or provides clarification on how an article(s) is to be applied/interpreted in the Collective Agreement.
- 9.14 Month when used in this Collective Agreement shall mean any period between the same dates in successive portions of the year, e.g., March 15th to April 15th.
- 9.15 Non-Shift Employee when used in this Collective Agreement shall mean an employee who does not work a Saturday and/or Sunday during his regular shift schedule.
- 9.16 Permanent Position when used in this Collective Agreement shall mean a year round position established by the City as permanent and shall have a minimum of four (4) hours per working day and a minimum of forty (40) hours bi-weekly on a regular basis.
- 9.17 Qualifications when used in this Collective Agreement shall mean the minimum knowledge, abilities, skills, training and experience that is required to perform the functions for the position in question that shall be described in the job description in accordance with the Joint Job Evaluation Procedure Manual and Job Evaluation Plan, for the purposes of, but not necessarily limited to: appointments, vacancies and new positions, lay off, recall, and relief assignments.
- 9.18 **Rates of Pay**
- 9.18.1 Classified Rate of Pay when used in this Collective Agreement shall be the corresponding rate of pay as listed in the Pay Grid (Appendix I and II) for an employee's classification or the classification of the position in which the work is performed and does not include any other allowances or premiums.
- 9.18.2 Basic Rate of Pay when used in this Collective Agreement shall mean the Classified Rate of Pay plus any service pay entitlement.
- 9.19 Relief Assignment when used in this Collective Agreement shall mean when an employee is assigned to fill a permanent position made temporarily vacant, until the permanent employee returns to the position, or the position is filled in accordance with Article 11.
- 9.20 Shift when used in this Collective Agreement shall mean the scheduled daily hours of work exclusive of overtime.

- 9.21 Shift Cycle when used in this Collective Agreement shall mean the period of time when a regular shift schedule repeats itself and may include working a Saturday and/or a Sunday.
- 9.22 Shift Employee when used in this Collective Agreement shall mean an employee who works a schedule that includes working a Saturday and/or Sunday during his regular shift cycle.
- 9.23 Supervisor when used in this Collective Agreement shall mean the employee 's immediate non-union supervisor.
- 9.24 Term Position when used in this Collective Agreement shall mean a new position created by the City to complete projects or assignments for a specific or defined period of time.
- 9.25 Union, for the purposes of the administration of this Collective Agreement, shall mean those officials of the Union elected and authorized to act on behalf of the members of C.U.P.E. Local 46.
- 9.26 Week when used in this Collective Agreement shall mean any period made up of seven (7) consecutive calendar days (e.g. Wednesday to Tuesday).
- 9.27 The singular when used in this Collective Agreement, shall mean and include the plural unless otherwise indicated in the context.
- 9.28 The masculine gender when used in this Collective Agreement shall mean and include the feminine unless otherwise indicated in the context.

10 SENIORITY

- 10.1 Seniority is defined as the length of service in the bargaining unit and shall include service with the City prior to the certification or recognition of the Union.
- 10.2 The following order for the application of seniority shall apply:
- (a) first to permanent employees
 - (b) second to temporary employees
- 10.3 Subject to the provisions of other related articles in the Collective Agreement, seniority shall be used in, but not limited to, determining:
- (a) preference when filling relief assignments, vacancies, and new positions
 - (b) the order of layoff
 - (c) the order of recall
 - (d) preference for vacation scheduling

- 10.4 Seniority for permanent employees shall be based upon the date the employee commenced in a permanent position, plus any pro-rated seniority based upon the employee's accumulated regular hours paid as a temporary employee.
- 10.5 Seniority for temporary employees shall be based upon their accumulated regular hours paid.
- 10.6 Where two (2) or more employees have the same amount of seniority, preference shall be given to the employee with the earlier start date in the bargaining unit. If there continues to be a tie, it shall be broken by a draw of names by the President of the Union, or his designate, in the presence of a Human Resources representative. Seniority shall be credited in the order their name was drawn.
- 10.7 An employee who is appointed to a position outside the Union's jurisdiction within the City service and, who after expiration of the time frame as specified in Article 11.12.1, is the successful applicant to a bargaining unit position, shall upon being declared permanent in the position, have his bargaining unit seniority reinstated. Said seniority shall be that which the employee held prior to leaving the bargaining unit. Further, the employee shall retain all continuous City service for the purpose of this Collective Agreement, however, shall not be permitted to exercise non-bargaining unit service or seniority for the purpose of layoff, recall or promotions.
- 10.8 An employee shall continue to accumulate seniority during periods of:
- (a) Paid sick leave
 - (b) Approved unpaid sick leave
 - (c) Workers' Compensation
 - (d) Long-Term Disability
 - (e) Maternity Leave
 - (f) General Holidays
 - (g) Family Sick Leave
- 10.9 An employee shall retain his seniority, but shall not accumulate seniority, during periods of unpaid leave (unless otherwise stipulated) or during layoff.
- 10.10 Where an employee leaves the City's service, or is dismissed for cause and later re-engaged, his seniority shall date only from the date of his re-engagement, except that if an employee is dismissed for cause and later reinstated through the Grievance Procedure, he shall suffer no loss of seniority.
- 10.11 An employee shall only lose his seniority in the event:
- (a) he is discharged for just cause and is not reinstated.
 - (b) he resigns in writing and does not withdraw within two (2) days.
 - (c) he is not re-employed within one (1) calendar year (January 1 to December 31) of the date of layoff.
 - (d) he fails to return to work from a layoff following ten (10) days from the date that the double registered letter of recall was sent, unless through sickness or other just cause approved by the City.

10.12 The City shall maintain seniority lists as follows:

- (a) Permanent - Bargaining Unit Wide
- (b) Permanent - Bargaining Unit Wide - sorted by Department
- (c) Temporary - Bargaining Unit Wide
- (d) Temporary - Retained Service in each Department - sorted by Department

10.13 Seniority lists shall be sent to the Union and posted on all bulletin boards in March and August of each year.

11 APPOINTMENTS, VACANCIES AND NEW POSITIONS

11.1 When a new permanent position, or a term position of over one (1) year in duration, is created within the City covered by this Collective Agreement, the City shall notify the Union in writing of the City's intentions and the anticipated date of posting and provide a copy of the job description prior to posting the bulletin.

11.1.1 The provisions to post a term position shall apply to the initial vacancy only and therefore any subsequent vacancies shall be filled with relief employees. The successful applicant for a term position shall have the status of a permanent employee during the period of the term position. Upon the completion of the term position, the incumbent shall return to his former position, employee status and corresponding rate of pay. If the City deems the position to become permanent in nature, the incumbent shall be declared permanent in that position.

11.2 When a vacancy occurs in a permanent position, such vacancy shall be posted and filled within sixty (60) days of the position becoming vacant, EXCEPT THAT should the City decide not to post the position within sixty (60) days the Union shall be notified in writing and given the reasons and the City's intentions (such as, but not limited to, eliminating the position, postponing the posting of the position or making changes to the existing position and giving the anticipated date of posting).

11.3 Bulletins shall contain the following information: Major duties and responsibilities required, qualifications, regular hours per shift, average regular hours per week, pay range. Such qualifications shall be those necessary to perform the job function as described in the job description.

11.4 Bulletins shall be posted in all departments for seven (7) days.

11.5 No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed, however, if in the opinion of the City no satisfactory applications have been received, the City reserves the right to advertise the position outside of the bargaining unit subject to prior notification to the Union.

11.6 All applications shall be processed in the following order:

(a) firstly shall be from permanent employees, secondly shall be from temporary employees.

11.7 Provided the employee has the necessary qualifications for the bulletined position and his past performance has been satisfactory, length of seniority shall be used in determining

preference or priority for vacancies or new positions.

- 11.8 Permanent employees evaluated under the 1994 Job Evaluation Plan for the Knowledge Sub-factor shall be grandfathered at their present position's evaluated degree for use in any future position. For example, if an employee whose present position is rated at Degree 2 applies for a position that is also rated at Degree 2 that has a General Grade 12 academic requirement, then the employee shall be recognized as having the formal education equivalent for that position.
- 11.9 If none of the applicants for a position have the necessary qualifications and the City wishes to make a conditional offer of employment, an offer may be made conditional upon the employee gaining the necessary qualifications. The conditional offer shall include what the City and the employee will be responsible for in order for the employee to become qualified and the time allowed for the employee to complete the conditions of the offer.
- 11.10 From time to time management may conduct qualification testing of job applicants. Such tests shall be administered fairly and without bias, and meet standards of relevance, reliability and validity. When such testing is conducted, the applicants shall be given a minimum of five (5) days prior notice and shall be advised of the time, date, length and location of the test and advised of the type of test and the area of the qualifications that are to be tested.
- 11.11 **Probationary Period**
- 11.11.1 A newly hired employee shall be on probation for the first one thousand (1000) regular hours paid, to allow the City to determine the employee's suitability and ability for continued employment. The employee shall receive a written performance review near the mid-point of the probationary period.
- 11.11.2 If the City should decide to terminate the employee, or extend the probationary period, the Union and the employee shall be notified of the reasons, in writing, and receive copies of any relevant documentation prior to the completion of the initial one thousand (1000) hours of probation. Any extension of the probationary period shall not exceed five hundred (500) regular hours paid.
- 11.12 **Trial Period**
- 11.12.1 An employee who is appointed to a permanent position, (including employees appointed to a position outside the bargaining unit) shall be on a trial basis in his new position for a period of three hundred and thirty (330) regular hours paid. The City may designate a longer trial period of up to one thousand (1000) regular hours paid, providing the Union and the employee concerned are notified at the time of appointment of the position. The employee shall have a written review every three hundred and thirty (330) regular hours paid during the trial period. If at any time during the trial period, the employee is subsequently transferred, or chooses to revert back to his previous position, he shall do so without loss of seniority or former rate of pay. Any other employee appointed or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority or former rate of pay.
- 11.13 After the appointment, the Union shall be notified, in writing, of the successful applicant's name and where applicable, the previous position vacated.

12 RELIEF ASSIGNMENTS & TERM POSITIONS

12.1 When a permanent position becomes temporarily vacant, the following shall occur:

12.1.1 When the City does not require any of the duties of the position to be performed during the temporary vacancy, it may choose not to fill the vacancy.

12.1.2 When the City finds it operationally necessary to assign some of the duties of the vacant position to one or more employees, it shall do so in accordance with Article 12.2. The appointed employee(s) shall be paid at the higher classified rate of pay for each hour spent in the performance of these duties.

12.1.3 When the City finds it operationally necessary to have a majority of the duties of the vacant position performed throughout the vacancy, it shall fill the position in accordance with Article 12.2. The appointed employee shall be paid at the higher classified rate of pay for the duration of the relief assignment.

12.2 Relief Assignments shall be to a position that has a classified rate of pay that is equal to or higher than the relief employee's classified rate of pay, unless otherwise directed by the City, and shall be filled as follows:

12.2.1 The senior qualified employee(s) on the crew (or in the department if no crew exists) shall fill temporary vacancies of up to thirty (30) days.

12.2.2 The senior qualified employee(s) in the department shall fill temporary vacancies in excess of thirty (30) days.

12.2.3 Where the senior employee(s) does not wish to accept the relief assignment(s), the City shall continue to offer the relief assignment(s) to qualified employees in order of seniority.

12.2.4 Where no employee accepts the relief assignment the City may appoint the least senior qualified employee to the relief assignment.

12.2.5 If directed by the City, the employee required to fill a relief position that has a lower rate of pay than his classified rate of pay shall maintain his classified rate of pay during the relief assignment.

12.2.6 Once the initial temporary vacancy has been filled, subsequent vacancies may be filled with relief employees.

- 12.3 When a permanent position becomes vacant as a result of an employee being on approved leave due to long-term disability, the position shall be posted and filled pursuant to Article 11.
- 12.3.1 It shall be stated on the posting that the position/vacancy is one of limited term not exceeding two (2) years from the date upon which the absent employee commenced long-term disability. This date shall be shown on the posting.
- 12.3.2 Providing the absent employee is able to return to his position in a period not exceeding the two (2) years, he shall be reinstated to the position held prior to commencement of long-term disability.
- 12.3.3 Where the absent employee is unable to return to his employment within the two (2) year period, the person(s) appointed, pursuant to Article 12.3 above, shall be declared permanent in the position.
- 12.3.4 The City shall endeavour to provide alternate employment to an employee who, anytime after the two (2) years, is medically fit and able to return to work.
- 12.4 In the event the City creates a term position of up to one year in duration, the position shall be filled pursuant to Article 12.2. An employee appointed to a term position shall be paid at the classified rate of pay associated with the term position. Term positions greater than one (1) year in duration shall be posted in accordance with Article 11.
- 12.5 An employee who accepts any relief assignment or any term position shall be required to honour that commitment by remaining in the assignment or position for the period of time originally agreed upon, except in cases where the employee applies for and is awarded a posted permanent position.
- 12.6 Upon the absent employee's return to employment, or at the completion of the term position, the employee shall be placed into his former position and all other employee(s) promoted or transferred as the result of the relief assignment or term position shall revert to their former position, employee status and corresponding rate of pay.

13 LAYOFF AND RECALL

13.1 Layoff

- 13.1.1 A layoff shall be defined as a reduction in an employee's classified rate of pay or regular hours of work as defined in this Collective Agreement.
- 13.1.2 Technological change shall mean any change in the introduction of equipment, materials or processes different in nature, type or quality from that previously utilized or in work methods, organization, operations or processes affecting one or more employees which shall necessitate layoff.

- 13.1.2.1 The City agrees to notify the Union as far as possible in advance of the City's intentions and to update the information provided as new developments arise and modifications are made.
- 13.1.2.2 The foregoing notwithstanding the City shall provide the union, at least four (4) months before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees, including pending layoff.
- 13.1.3 The City agrees to inform the Union of any proposed changes in the performance of services supplied by the City, four (4) months in advance of the proposed change being implemented.
- 13.1.4 In order that operations of the Union shall not become disorganized when layoffs are made, members of the Local Executive Board shall be the last persons laid off during their term of office unless such person would be affected by normal seasonal layoff.
- 13.1.5 Layoffs affecting permanent employees shall be determined based on bargaining unit seniority provided employees have the qualifications to perform the work remaining.
 - 13.1.5.1 Unless legislation is more favourable to the employees, the City shall notify employees who are to be laid off thirty (30) days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the day(s) for which work was not made available.
- 13.1.6 When layoffs affect temporary employees only, seniority in the department shall be the determining factor where the employee has the necessary qualifications to perform the work remaining.
 - 13.1.6.1 Temporary employees working more than thirty (30) days in a relief assignment or temporary position shall receive five (5) working days notice of the proposed layoff and a record of employment slip shall be issued as soon as possible after the date of layoff .
 - 13.1.6.2 A temporary employee who wishes to request an earlier layoff than was planned, shall apply to the City for a Leave of Absence at least fifteen (15) days prior to his requested layoff date. Requests shall be considered in the order that they are received. If the leave of absence is not approved and the employee still requires the early layoff, he shall have deemed to have resigned and shall lose all previously accumulated seniority.
- 13.1.7 Employees on layoff shall be able to exercise their seniority for posted positions. Permanent employees on layoff shall receive priority over temporary employees, or others from outside of the bargaining unit, for posted permanent positions and shall be given the necessary training to perform the work, provided the employee has the basic skills and abilities similar to the vacant position for which he is being considered.
- 13.1.8 An employee on layoff must notify the Human Resources Department of any change to his telephone number or mailing address.

13.2 **Recalls**

- 13.2.1 Recalls for permanent employees shall be in order of bargaining unit seniority provided the employee is qualified to do the work.
- 13.2.2 Recalls for temporary employees shall be in order of seniority in the department provided the employee is qualified to do the work available.
 - 13.2.2.1 Temporary employees being recalled to a relief assignment or temporary position of greater than thirty (30) days shall receive at least ten (10) days notice by telephone. If an employee is unable to be contacted by telephone, the City shall send the notice of recall by double registered mail. If an employee does not return to work following ten (10) days from the date the registered letter was sent, the employee shall be deemed to have resigned and forfeited all accumulated seniority.
 - 13.2.2.2 If a temporary employee is electing not to be available for any relief assignments or temporary positions for a specific period of time following a layoff, that employee must request approval from his supervisor, in writing, for the period when he will be unavailable. Such requests shall not be unreasonably denied where there are qualified employees available to perform the work. Where there are multiple requests and the City is unable to approve all requests, priority shall be given to the most senior employee(s).
 - 13.2.2.3 Where a temporary employee has indicated, in writing, he is unavailable, he shall waive his rights to be contacted for any relief assignment or temporary positions within the approved period but shall continue to retain his seniority.
 - 13.2.2.4 Where a temporary employee had initially indicated, in writing, that he would not be available for any relief assignment or temporary position for a specific period but later changes his decision, he shall inform his Supervisor of his availability in writing. The employee shall only exercise accumulated seniority for relief assignments and temporary positions that become available after the notification of his availability.
 - 13.2.2.5 Where a temporary employee has been specifically hired for relief assignments and temporary positions for thirty (30) days or less, that employee is expected to be reasonably available for work with limited notice. In the event that an employee is consistently unavailable or unable to work shifts assigned with sufficient notice, the matter shall be dealt with through the disciplinary procedure.

14 HOURS OF WORK

14.1 Standard Regular Hours of Work

There shall be two (2) alternatives for the standard regular hours of work based on:

14.1.1 1885 Hours/Year

- (a) Thirty-six decimal two five (36.25) hours per week
- (b) Seven decimal two five (7.25) hour work day
- (c) Normally working 8:30 a.m. to 4:30 pm
- (d) Monday through Friday
- (e) Forty-five (45) minute unpaid lunch break

14.1.2 2080 Hours/Year

- (a) Forty (40) hours per week
- (b) Eight (8) hour work day.
- (c) Normally working 8:00 a.m. to 4:00 pm
- (d) Monday through Friday
- (e) Twenty (20) minute paid lunch break

14.2 Extended Work Week

With mutual agreement, in writing, the parties may enter into or change an existing extended work week schedule that:

- (a) Extends the core work week hours to include working on Saturday and/or Sunday; and
- (b) Must average, through the course of the schedule, the minimum basic regular hours per week for the position if it were to be following a normal work week (e.g.: 40 or 36.25 hours per week).

14.3 Compressed Work Week

With mutual agreement, in writing, the parties may enter into or change an existing compressed work week schedule that:

- (a) Provides fewer work days over the cycle of a shift schedule; and
- (b) More hours of work in a day paid at the employee's regular wage rate; and
- (c) Must average, through the course of the schedule, the minimum basic regular hours per week for the position if it were to be following a normal work week (e.g.: 40 or 36.25 hours per week)

14.4 General

14.4.1 An extended or compressed work week agreement shall identify:

- (a) the total regular hours per shift of the work day (e.g.: 10 hours) and
- (b) average weekly hours (e.g.: 40 hours) and
- (c) length of shift cycle (e.g.: 7 days) and
- (d) length of the lunch breaks.

- 14.4.2 The maximum number of regular hours worked in any shift under a compressed work week schedule is twelve (12) hours.
- 14.4.3 There shall be a minimum of twelve (12) hours of rest between scheduled shifts.
- 14.4.4 Unless otherwise agreed upon by the City and the Union, shift schedules shall be posted in the Department at least twenty-eight (28) days in advance.
 - 14.4.4.1 Where the shift schedule involves a cycle of shifts that repeat themselves, the shift schedule must be posted to show the complete cycle.
 - 14.4.4.2 The posted shift schedules shall include the items identified in 14.4.1 plus shall also identify the regular scheduled days of work and the regular scheduled days of rest for the employees.
- 14.4.5 Employees may exchange shifts amongst themselves provided that they make such a request in writing to their Supervisor and the Supervisor approves the request. Shift exchanges will only be granted under the condition that there shall be no increase in the cost to the City.
- 14.4.6 All employees covered by this Collective Agreement working on an hourly or monthly basis, shall be at the call of the City at any time when required if available.
- 14.4.7 Employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift and shall be taken in the employee's job site area.
- 14.4.8 Employees' regular hours of work may be modified by altering the start and finish time for a period not to exceed three (3) months. Employees shall be notified, at least forty-eight (48) hours in advance of the commencement of the new schedule being implemented, of the new start time and the length of time the new schedule will be in place. Periods of more than three (3) months may be implemented with mutual agreement of the parties.

15 OVERTIME

- 15.1 Overtime shall apply when an employee works:
 - (a) beyond the total hours of a defined full regular scheduled shift, including a defined extended work day, for the position in which he is filling (eg: 7.25, 8, 10, 12 hour shifts);
 - (b) beyond the total number of hours assigned to the shift cycle (ie: averages more than forty (40) hours weekly);
 - (c) on a General Holiday;
 - (d) on a regular scheduled day of rest.
- 15.2 Overtime shall be calculated at two times (2x) the classified rate of pay for the work that is being performed, for each fifteen (15) minute interval, and shall not include shift differential or any other pay premiums.
- 15.3 Where an employee is required to work a combination of shifts (eg: 7.25, 8, 10, 12 hour

shifts) in a relief position with less than twelve (12) hours prior notice to the start of the shift assignment, overtime shall be paid after working beyond his assigned work day or forty (40) hours per week.

- 15.4 The City shall endeavour where reasonable to allocate overtime equally among employees who are willing and qualified to perform work which is available.
- 15.5 Where an employee is required to conduct an inspection of a City facility/building on Saturdays, Sundays, and General Holidays, he shall be paid a minimum of one (1) hour at two times (2x) the classified rate of pay for the work that is being performed for each Saturday, Sunday or General Holiday that an inspection is actually carried out.
- 15.6 All overtime work must be authorized by the employee 's Supervisor or his designate.
- 15.7 The City shall not require any employee to take time off in lieu of overtime.
 - 15.7.1 However, if there is mutual agreement between the employee and his Supervisor to bank overtime, the overtime shall be banked in dollars at a rate of one and one half times (1.5 X) the classified rate of pay for the work that is being performed, and shall not include shift differential or any other pay premiums.
 - 15.7.2 When an employee wishes to take time off in lieu of overtime, it shall be taken at a time that is mutually agreeable between the employee and his Supervisor, and he shall be paid at his classified rate of pay.
 - 15.7.3 An employee shall only have the maximum equivalent of forty (40) hours, at his classified rate of pay, in his overtime bank at any one time.
 - 15.7.4 Once overtime is banked, it shall only be taken as time off in lieu of overtime and shall not be paid out.

16 EMPLOYEE TRAINING & MEETINGS

- 16.1 For the purposes of this article, the following definitions shall apply:
 - 16.1.1 Orientation: shall mean the time a newly hired, recalled or transferred employee is involved in education and/or training necessary to familiarize himself with the City and/or Departmental procedures necessary to safely and effectively commence the job.
 - 16.1.2 On-the-Job Training: shall mean a pre-approved internal or external training activity specifically designed to instruct employees on a specific subject matter or a training or education activity employees participate in to maintain or enhance their skills and abilities in order to meet the requirements of their current position.
 - 16.1.3 Line-of-Progression Training: shall mean a pre-approved internal or external training activity specifically designed to improve the employee's overall knowledge, abilities and skills in order to enhance their potential for opportunities for future positions that are in a normal job related line of progression within the employee's current department.

- 16.1.4 Meeting(s): shall mean an assembly of employees called by the City for work related discussions, outside of their regularly scheduled hours of work.
- 16.2 Employees participating in any training required by the City for the purposes of orientation and/or on-the-job training, or any meeting, shall be paid at their classified rate of pay.
- 16.2.1 When the training or meeting immediately precedes or immediately follows the employee's regular shift, the employee shall be paid at straight time for all hours so spent. If such training or meetings exceeds three (3) hours, the overtime rates of pay shall apply for all hours in excess of three (3) hours.
- 16.2.2 When the training or meeting occurs on a regular work day at a time other than that outlined in Article 16.2.1, the employee shall be paid a minimum of two (2) hours pay at his classified hourly rate at straight time. If such training or meetings exceeds three (3) hours, the overtime rates of pay shall apply for all hours in excess of three (3) hours.
- 16.2.3 Where the employee is required to participate in training or a meeting on a regularly scheduled day off, the employee shall be paid at straight time with a minimum of two (2) hours pay.
- 16.3 Temporary employees, with more than two thousand (2000) regular hours paid, and permanent employees in classifications which require that a third party certification be maintained or renewed (e.g. National Lifeguard Service Award, Waste Water Treatment Operator Certification, Power Engineering Certificate) shall be reimbursed for the respective fees upon presentation of a paid receipt. Permanent employees only shall be allowed time off with no reduction in regular pay to take courses and/or write examinations that occur during the employees' regular hours of work.
- 16.4 Temporary employees shall not be provided with on-the-job training that permanent employees in the department have not had an opportunity to receive.
- 16.5 Recognizing the principle of promotion within the bargaining unit, the City agrees to provide the opportunity for job related line-of-progression training for permanent employees. Employees shall file a formal request for line-of-progression training with their supervisor. Each request shall include, but may not be limited to, the type or nature and duration of the training and the following costs:
- (a) the amount of time the employee will be required to commit to the training;
 - (b) the cost of the training including tuition and course materials;
 - (c) the cost of travel, meals and accommodation.
- Upon approval of the employee attending the training, the City and the employee shall share the approved costs.
- 16.6 Employees requesting training which may enhance their potential for opportunities for future positions that are not in the employee's line-of-progression, shall make application for attendance to the training in accordance with the City of Medicine Hat Training and Development Policy. Should such application be denied, the employee shall have the right to appeal to the City Grievance Committee through the Union. The decision of the City Grievance Committee shall be final and shall be communicated to the employee in writing.

17 CALL OUT

- 17.1 Overtime work other than that which immediately follows or immediately precedes an employee's normal shift shall be deemed to be a "call out" and shall be paid at double time (2x) for all hours so worked with a minimum payment of two (2) hours at double time (2x). An employee receiving additional calls within two (2) hours of receiving the initial call, shall receive double time (2x) for all hours so worked, however the minimum payment shall not apply to these additional calls.
- 17.2 A Facility Operator being "called out" to perform emergency work shall be paid in accordance with Article 17.1. Such call outs shall be only on the authority of his Supervisor or designate. It is further agreed that call out rates shall not apply to a Facility Operator 's inspections of buildings on Saturdays, Sundays or General Holidays.
- 17.3 Employees must state the time called out and the time finished work on their time cards in order to qualify for call out pay.

18 WEATHER CONDITIONS

- 18.1 Temporary employees who are obliged to report to work but work only two (2) hours or less due to weather conditions shall be paid a minimum of two (2) hours pay at their regular rate of pay for that day.
- 18.2 If temporary employees are contacted at home or by a pre-arrangement, and are advised not to report to work due to weather conditions, the said employees shall not receive any pay for that day.
- 18.3 Permanent employees shall not be sent home from work due to weather conditions but may be assigned alternate duties (as assigned by City Management) during a period of poor weather conditions. If the employee chooses not to perform the alternate duties, the employee may take the day off without pay or take vacation entitlement for that day.

19 SALARIES AND WAGES

- 19.1 All employees shall be classified and shall not receive a lower rate of pay than his classification calls for.
- 19.2 Classified rates of pay for employees covered by this Collective Agreement shall be as prescribed in Appendix I as follows:
- 19.2.1 The classifications and rates of pay in Appendix I shall be subjected to the provisions of the Job Evaluation Plan and Manual. Joint Job Evaluations shall be completed in accordance with the "Joint Job Evaluation Procedure Manual" and the "Job Evaluation Plan" as agreed to by the two (2) parties and which forms part of this Collective Agreement.
- 19.2.2 The classifications and rates of pay in Appendix II shall not be subject to the provisions of the Job Evaluation Plan and Manual.
- 19.3 A newly hired employee in a classification in Appendix I shall be paid at the classified start rate for all positions he works in until he has reached four thousand (4000) regular hours paid or the specified hours in Appendix II, after which he shall receive the classified job rate for all positions that he works in.
- 19.4 Where an employee is appointed for a period of at least one (1) hour or more to temporarily perform the duties of a position having a higher classified rate, such employee shall be paid at the classified rate for that position.
- 19.5 Temporary employees who are hired to perform work of a temporary nature but are not working in any established position, shall be paid at the hourly rate established for Range I in Appendix I.
- 19.6 Where the City believes it is appropriate, the City shall have the discretion to pay an employee, who is not at the job rate, a rate of pay that is higher than the start rate but not more than the job rate for that classification. The City shall notify the Union prior to implementation .
- 19.6.1 All other current employees shall receive the same rate of pay as the aforementioned employee when all of the following conditions are met:
- (a) the employee(s) are working in the same classification requiring the same qualifications; and
 - (b) the employee(s) possess all of the qualifications; and
 - (c) the employee(s) are not at the evaluated job rate.

20 RETROACTIVE PAY

- 20.1 Retroactive salary adjustments shall apply to all employees who have been employed by the City for any period dating from the effective date of this Collective Agreement to the date upon which this Collective Agreement is actually signed and implemented.
- 20.2 No claims for retroactive pay shall be recognized if a period in excess of sixty (60) days has elapsed after the issuing of retroactive pay cheques.

21 PAY DAYS

- 21.1 Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from 12:01 a.m. Thursday to midnight Wednesday inclusive.
- 21.2 Employee's pay shall be deposited by direct deposit bi-weekly on Thursday morning of the following week to the financial institution of individual employee's choice. Employees shall receive a statement indicating the amount of earnings and deductions issued on pay day.
- 21.3 The City may delay a pay day by one day for a specific pay period by giving three (3) months notice to the Union.

22 TIME SHEETS

- 22.1 An employee whose time sheet is altered in the department concerned, shall be advised of the alteration in writing. If the employee is not in agreement that the alteration is justified, the matter shall be settled through the Grievance Procedure.

23 PAY QUERIES

- 23.1 In the event that the City or an employee finds an error in pay in respect to hours worked, rate of pay, overtime, holiday pay, etc., the City or the employee finding the error shall report the error to the other party within thirty (30) days from the date that the error was discovered.
- 23.2 Where an error has caused an employee to be over or under compensated, a retroactive adjustment shall be made for no more than thirty (30) days from the date that the error was discovered.

24 SHIFT DIFFERENTIAL

- 24.1 Employees who are required to work a full shift where fifty percent (50%) or more of the shift falls between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential of seventy cents (\$0.70) for every hour worked on that shift. Effective on the date of final ratification in 2003, the shift differential shall be amended to eighty cents (\$0.80) per hour.
- 24.2 Shift differential shall not be paid for any overtime hours worked.

25 STANDBY PAY

- 25.1 Standby pay of one hundred and ninety-two dollars (\$192.00) shall be paid to an employee who is required by his department to remain on call for the seven (7) consecutive day period starting from 8:00 a.m. on Wednesday to 8:00 a.m. the following Wednesday. Effective on the date of final ratification in 2003, the standby pay shall be amended to two hundred dollars (\$200.00) per week .
- 25.2 Where an employee is required to be on standby for a period of less than seven (7) consecutive days he shall be paid one dollar and fifty cents (\$1.50) per hour for each hour designated as standby. Effective on the date of final ratification in 2003, the standby pay shall be amended to one dollar and sixty cents (\$1.60) per hour.
- 25.3 Effective on the date of final ratification in 2003, an employee shall be paid an additional forty dollars (\$40.00) for each General Holiday that may occur during their weekly standby period or one dollar and sixty-seven cents (\$1.67) for each hour of standby on the actual General Holiday.
- 25.4 Through a Letter of Understanding, the parties shall specify for each department the:
- (a) minimum number of employees on the standby rotation and
 - (b) standby schedule.

26 SERVICE PAY

- 26.1 Service Pay shall be paid to all permanent employees as follows:
- (a) After ten (10) years continuous service \$ 5.00/month.
 - (b) After fifteen (15) years continuous service \$10.00/month.
 - (c) After twenty (20) years continuous service \$15.00/month.
 - (d) After twenty-five (25) years continuous service \$20.00/month.

27 TOOL ALLOWANCE

- 27.1 The City shall reimburse permanent Mechanics and Heavy Duty Mechanics up to three hundred dollars (\$300.00) per calendar year (January 1st to December 31st) towards the cost of appropriate shop tools upon presentation of a receipt(s) showing proof of purchase.

The tool allowance shall be further amended as follows:

- Effective January 1, 2003 - \$400.00 per year;
- Effective January 1, 2004 - \$450.00 per year.

- 27.2 Effective January 1, 2003, the City will reimburse the permanent Fleet Services Service Worker up to fifty dollars (\$50.00) per calendar year (January 1 to December 31) towards the cost of appropriate shop tools upon presentation of a receipt(s) showing proof of purchase.

28 USE OF EMPLOYEES' VEHICLES

- 28.1 Any employee who is required to use his own car or truck for City business shall be paid for the use of such vehicle in accordance with the terms of the existing City of Medicine Hat

Car Allowance Policy.

- 28.2 Persons using their personal vehicles to report to a job site outside of the City limits shall be paid a kilometre allowance as per the City policy.
- 28.3 For Meter Readers and Tax Assessors during the winter months (December 1st to March 1st), where a vehicle is used on City business, and is frequently stopped, parked and started, or left idling, an additional allowance of two dollars (\$2.00) per day will be paid.

29 EXPENSES OUTSIDE CITY LIMITS

- 29.1 If an employee is called upon to work, or attend training or education seminars outside the City Limits on City business, the employee shall be allowed all necessary expenses incurred as per the City Policy except as otherwise provided in Article 16.

30 LEGAL EXPENSES

- 30.1 All reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to any employee covered by this Collective Agreement arising out of such employee's actions while carrying out his normal work duties, shall be paid by the City, provided such actions do not constitute a gross disregard or neglect of his duty. Notwithstanding the foregoing, should an employee be found guilty on a criminal charge, the City shall not be liable for any expense in relation to the employee's defence on that charge or related charges.

31 HEALTH AND INSURANCE COVERAGE

- 31.1 The City agrees to maintain Group Health and Insurance Plans as listed below, subject to the various conditions and cost sharing as indicated.

31.1.1 Alberta Health Care Insurance

31.1.1.1 All permanent employees, and temporary employees with two thousand (2000) regular hours paid, and their dependents shall be covered. The City shall pay seventy percent (70%) and the employee thirty percent (30%) of the required premium. All other employees who are required to be covered under the City of Medicine Hat group, as directed under the terms of the Alberta Health Care Insurance Act, shall pay one hundred percent (100%) of the required premium.

31.1.1.2 Temporary employees with two thousand (2000) regular hours paid shall be eligible to continue on the City's Alberta Health Care Group Plan during any period of layoff up to six (6) months. The employee shall be required to pay to the City one hundred percent (100%) of the required premium in advance for the full period of the anticipated layoff.

31.1.2 Extended Health Care

31.1.2.1 Permanent employees, and temporary employees with twelve (12) months of continuous service, shall be eligible to participate, with the City to pay one

hundred percent (100%) of the required premium. The plan shall pay ninety percent (90%) of prescription drugs on a direct billing system plus provide some vision care coverage.

31.1.3 **Life Insurance**

31.1.3.1 The plan shall provide life insurance benefits in the amount of two times (2x) annual salary. There shall also be accidental death and dismemberment coverage and dependent life insurance. Permanent employees only shall be eligible to participate in the group plan. The City shall pay one hundred percent (100%) of the required premium.

31.1.4 **Dental Plan**

31.1.4.1 Permanent employees only shall be eligible to participate in the plan which shall pay one hundred percent (100%) of basic services, eighty percent (80%) of periodontics, fifty percent (50%) of extensive dentistry and fifty percent (50%) of orthodontics work. The City shall pay seventy percent (70%) and the employee thirty percent (30%) of the required premium.

31.2 Participation in the various group plans described above shall be a condition of continued employment for all employees having permanent status and all other employees who achieve permanency status at a later date. No new employee who has entered such group plans shall withdraw therefrom without first tendering his resignation from the City's service.

31.3 No temporary employee covered by this Collective Agreement shall be eligible for participation in any City group plan except as provided in Articles 31.1.1.2 and 31.1.2.1.

31.4 Any changes in the present coverage which would in any way lessen the present benefits shall first be ratified by the Union, unless such changes are beyond the control of the City.

31.5 Notwithstanding the above, it is agreed that changes to the present group health and insurance plans pertaining to benefits or premiums may be made, subject to further negotiations and mutual acceptance by the City and the Union during the life of this Collective Agreement.

31.6 Time off with pay shall be given to the following employees for a medical or eye examination once per year with the prior arrangements of their Supervisor:

- (a) Pesticide Applicators,
- (b) Waste Water Treatment Plant employees,
- (c) Sewer lift station employees,
- (d) Employees required by their driver's license,
- (e) Video Display Terminal operators.

31.7 **Employee Problem Health Assistance Program**

31.7.1 The Employee Problem Health Assistance Program (EMPHASSIS) is an employee benefit program supported and administered by both labour and management to provide confidential and professional referral assistance to all City employees and their families to help them resolve personal difficulties.

32 PENSION PLAN

- 32.1 The City agrees that all permanent employees shall be enrolled into the Local Authority Pension Plan. The City and the employees shall be bound at all times to the Pension Act and Regulations of the said plan.

33 VACATION

- 33.1 All permanent employees shall receive annual vacations with pay as follows:
- 33.1.1 From commencement of continuous employment to two thousand (2000) regular hours of service, the employees shall accumulate vacation at the rate of two (2) weeks per year or 0.0385 hours of entitlement for each regular hour paid.
 - 33.1.2 From two thousand (2000) regular hours of service to their sixth (6th) anniversary date, the employees shall accumulate vacation at the rate of three (3) weeks per year or 0.0577 hours of entitlement for each regular hour paid.
 - 33.1.3 From their sixth (6th) to their thirteenth (13th) anniversary date, the employee shall accumulate vacation at the rate of four (4) weeks per year or 0.0769 hours of entitlement for each regular hour paid.
 - 33.1.4 From their thirteenth (13th) to their twenty-second (22nd) anniversary date, the employee shall accumulate vacation at the rate of five (5) weeks per year or 0.0962 hours of entitlement for each regular hour paid.
 - 33.1.5 From their twenty-second (22nd) anniversary date onward, the employee shall accumulate vacation at the rate of six (6) weeks per year or 0.1150 hours of entitlement for each regular hour paid.
- 33.2 General Holidays are not included in the vacation period; that is to say, if a General Holiday occurs during the vacation period, that day shall be shown as General Holiday pay and another day of vacation shall be taken at a later date.
- 33.3 Vacation pay shall normally be based on the employee's classified rate. Any employee working in a higher classified rate immediately prior to annual holidays shall be paid for vacation at that classified rate, providing that he has been working full time in that classified rate for at least thirty (30) days preceding commencement of vacation. No employee who has been working in a higher classified rate shall be reverted back to his lower classification to intentionally prevent him from receiving the higher classified rate of pay while on vacation.
- 33.4 An employee shall utilize vacation such that, as of December 31st each year he shall have no more than his annual entitlement accrued in his vacation bank. Under exceptional circumstances an employee may apply, in writing by December 1st to his supervisor, in order to carry accrued vacation in excess of his annual vacation entitlement into the next year.
- 33.5 An employee may take his vacation at any time during the calendar year.
- 33.5.1 Prior to March 1st of each year, each department shall post a sign up list and all permanent employees and temporary employees with twelve (12) months

continuous service, shall indicate their desired vacation period prior to April 1st of each year to be taken between May 1st of the current year and April 30th of the following year.

- 33.5.2 By May 1st a finalized schedule of approved vacation shall be posted taking into consideration the wishes of the employees on the basis of seniority and the operational needs of the department.
 - 33.5.3 If no preference is indicated by the employee prior to April 1st, the employee will have to schedule his vacation at a time that is left unscheduled.
 - 33.5.4 Any employee who requests changes, or additions, to the finalized schedule shall forward the request to his supervisor at least three (3) weeks prior to the requested change date. The supervisor, or his designate, shall respond within seven (7) days indicating whether or not the request has been approved.
- 33.6 All temporary employees who have not yet accumulated four thousand (4000) regular hours of service shall be paid vacation pay calculated at four percent (4%) of their regular pay on each cheque. Upon the accumulation of four thousand (4000) regular hours of service, employees shall be paid vacation pay calculated at six percent (6%) of their regular pay.
- 33.7 Where the City believes it is appropriate, the City shall have the discretion to provide a newly hired permanent employee with vacation leave accumulation of three (3) weeks per year. The City shall notify the Union prior to implementation.
- 33.7.1 All other current employees will receive the same rate of accumulated vacation leave as the aforementioned employee when all of the following conditions are met:
 - (a) the employees(s) are working in the same classification requiring the same qualifications; and
 - (b) the employee(s) possess all of the qualifications; and
 - (c) the employee(s) are not at the three (3) weeks of accumulation rate.

34 GENERAL HOLIDAYS

- 34.1 The following shall be considered General Holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	August Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Thanksgiving Day	
Victoria Day		

All General Holidays proclaimed by the City of Medicine Hat, and/or the Government of Alberta and/or the Government of Canada, shall also be recognized as legal holidays except when replacing any of the above named holidays, in which case the lieu day only shall be recognized in place of the General Holiday named above.

- 34.2 Floater Day in Lieu of Easter Monday - In order for the City to maintain sufficient staff to meet operational requirements, non-shift employees (as defined in Article 9) who are employed on March 31st of each year, shall be entitled to a floater holiday in lieu of Easter

Monday, to be taken at a time mutually agreed between the Supervisor and the Employee. Should more employees request the same day off than can be approved, seniority shall be the deciding factor.

- 34.3 Any permanent employee, after thirty (30) days from the commencement of his employment, shall be paid his basic rate of pay for the above mentioned holidays, regardless of same occurring during regular work periods.
- 34.4 When a General Holiday falls on a Saturday or a Sunday, non-shift employees shall receive the following Monday off with pay, in lieu of the General Holiday.
- 34.5 Shift employees (as defined in Article 9) shall celebrate and be paid for a General Holiday on the day that it falls and no lieu day shall be named.

35 PAY ON GENERAL HOLIDAYS

- 35.1 A non-shift employee required to perform work on a General Holiday shall be paid at two times (2x) his basic rate of pay for each hour worked in addition to his regular daily hours at his basic rate of pay for that day.
- 35.2 Shift employees shall receive pay on a General Holiday as follows:
 - 35.2.1 When a General Holiday falls on an employee's regular day off and he does not work, or falls on his regular work day but he is not required to work, he shall be paid his regular daily hours at his basic rate for that day. The Employee shall be given at least fourteen (14) days prior notice that he is not required to work and, where some employees are required and others are not required, the City shall endeavour to rotate the selection of employees required to work as evenly as possible.
 - 35.2.2 When a General Holiday falls on an employee's regular work day and he works, he shall be paid at two times (2x) his basic rate of pay and one times (1x) the applicable shift premium for each hour worked in addition to his regular daily hours at his basic rate of pay for that day.
 - 35.2.3 When a General Holiday falls on an employee's regular day off and he is called to work, he shall be paid at two times (2x) his basic rate of pay for each hour worked in addition to his regular daily hours at his basic rate of pay for that day.
- 35.3 For the purposes of determining overtime entitlement, "General Holiday" shall mean the twenty-four (24) hour period from midnight to midnight that the General Holiday is observed.
- 35.4 A permanent employee working in a higher classification with a higher basic rate of pay than the employee's classification, for at least five (5) consecutive working days immediately preceding the General Holiday, shall be paid at the basic rate of pay for the classification that the employee worked the majority of the hours during that five (5) day period.
- 35.5 Temporary employees shall not be paid their regular daily hours at their basic rate of pay for individual General Holidays. In lieu of this, temporary employees shall receive four

decimal six percent (4.6%) of their regular rate of pay, each pay period.

36 LEAVE OF ABSENCE

- 36.1 Wherever possible, an employee desiring a leave of absence shall apply, in writing to his supervisor, at least thirty (30) days in advance of the anticipated commencement of the leave.
- 36.2 Should such application be refused he shall have the right to appeal to the City Grievance Committee through the Union. The decision of the City Grievance Committee shall be final and shall be communicated to the Union in writing.
- 36.3 Where an employee overstays his leave of absence for a period of three (3) days or more without permission from his supervisor, he may be subject to disciplinary action which may include dismissal unless, in the opinion of the City, the overstay was justifiable. The employee shall have the right to grieve the decision.
- 36.4 During a leave of absence for any period in excess of fourteen (14) days, sickness, vacation and seniority accumulations shall be suspended.
 - 36.4.1 During the period of leave, the employee shall be required to pay the full premium (both the City and employee share) for those health and insurance benefits the employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of the leave of absence.
- 36.5 Applications to return from leave other than on the date approved shall be, whenever possible, made in writing at least thirty (30) days in advance of the requested date of return.
- 36.6 An employee shall be granted leave of absence in the event of sickness extending beyond his total credit of accumulated sick days and vacation entitlement; such leave shall be without pay. Sickness allowance and vacation shall be suspended during the period of leave. For the first six (6) months of such leave of absence the City shall pay the full amount of premiums required to ensure continuation of coverage for all group health and insurance benefits which the employee carried at the time of commencement of leave of absence, subject to the terms of individual group policies. If the employee is still unable to return to work after a six (6) month period from the commencement of the leave of absence, responsibility for any premiums that may be required shall rest with the employee.
- 36.7 The conditions stated in the foregoing paragraph shall prevail only while the employee is under the continuing care of a qualified physician and the City has been provided with a medical certificate by the doctor indicating the employee's inability to work for medical reasons, which shall not include absence by reason of self-inflicted injury, injury sustained while working for an employer other than the City of Medicine Hat, or injury sustained in any felonious activity.
- 36.8 **Union Leave**
 - 36.8.1 Any member of the Union who is elected or appointed to a Union position as a delegate to any convention held in connection with any affairs of the Union, or any other Union activity where the City does not absorb the cost of same, shall

be granted leave of absence and his pay shall carry on in the usual manner.

- 36.8.1 No more than eight (8) employees can be absent on Union business not conducted with the City at any one time and no more than two (2) employees from a department unless mutually agreed.
- 36.8.3 The Union shall be billed the amount of pay so received by the employee for his leave of absence, and at the City's discretion, such fringe benefit costs (prorated) as may be appropriate. Payment shall be made by the Union upon receipt of such billing.

36.9 **Maternity Leave**

- 36.9.1 "Maternity leave" shall be defined as the total period of time the employee is absent and is comprised of health-related and voluntary periods combined.
- 36.9.2 The "health-related" portion shall be the period during which the employee is absent due to medical reasons which, if necessary, shall be supported by proper medical certificates.
- 36.9.3 The "voluntary" portion shall be the period which the employee chooses at her own discretion.
- 36.9.4 Application for the voluntary maternity leave shall be submitted in writing to the employee's department head not less than four (4) months prior to the estimated date of delivery. Such leave shall normally commence anytime in the eighty-four (84) days prior to the estimated date of delivery or earlier, if in the opinion of the employee's physician, an earlier commencement is necessary.
- 36.9.5 Maternity leave (fifteen (15) weeks) combined with parental leave (thirty-seven (37) weeks) shall not normally exceed fifty-two (52) weeks following the date of delivery unless extended on the advice of the employee's physician. It is understood that voluntary leave is without payment of wages.
- 36.9.6 Health-related maternity leave shall be subject to the conditions of normal sick leave provisions and shall include periods prior to and following the date of delivery.
- 36.9.7 During the health-related portion of maternity leave, an employee in receipt of payments from Employment Insurance Maternity Leave shall, upon application supported by proper medical documentation, be paid by the City, the difference between their regular wages and Employment Insurance payments so that the two combined would equal ninety-five percent (95%) of full pay. The employee shall be entitled to wage top-up equal to the amount of sick days in her sick leave bank at the time of commencement of maternity leave. This entitlement shall not reduce the amount of sick days in the employee's bank and said days shall be available to the employee upon return to employment.
- 36.9.8 During the period of voluntary maternity leave, the employee shall be required to pay the full premium (both the city and employee share) for those health and insurance benefits the employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave. Employees may participate in all,

any combination, or none of the health and insurance benefit plans.

- 36.9.9 Upon return to employment the employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 36.9.10 Employees returning to work from maternity leave are requested to give the Employee's department head four (4) weeks notice of the intention to return to work.
- 36.9.11 Employees returning from maternity leave shall be reinstated to the same classified position as was in effect at the commencement of maternity leave. Upon return to employment, sick leave, vacation entitlement, and seniority shall accumulate during the period of maternity leave.
- 36.9.12 The phrase "date of delivery" shall mean the date when the pregnancy of an employee terminates with the birth of a child or the pregnancy otherwise terminates.

36.10 Adoption/Parental Leave.

- 36.10.1 The City shall grant adoption/parental leave to an employee who has been employed for a minimum of twelve (12) continuous months. The period of leave shall normally be for thirty-seven (37) weeks except in extraordinary circumstances where the City shall consider an extension providing application is made prior to commencement of the thirtieth (30th) week of absence.
- 36.10.2 Application for adoption/parental leave should be submitted in writing to the Employee's department head, if possible, not less than four (4) weeks prior to the commencement of the leave.
- 36.10.3 If both the natural or adoptive parents work for the City, they may share the absence to a maximum of thirty-seven (37) weeks. Natural or adoptive parents may be granted leaves at the same time depending on the City's operational requirements.
- 36.10.4 During the period of adoption/parental leave, the employee shall be required to pay the full premium (both the City and employee share) for those health and insurance benefits the employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of adoption/parental leave. Employees may participate in all, any combination, or none of the health and insurance benefit plans.
- 36.10.5 Upon return to employment the employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting period or medical examination except for optional life insurance.
- 36.10.6 Employees returning to work from adoption/parental leave are requested to give the Employee's department head four (4) weeks notice of the intention to return to work.
- 36.10.7 Upon return to employment the employee shall be reinstated to the same classified

position, as was in effect at the time that adoption/parental leave commenced. Provided the employee returns to work, they shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

36.10.8 Adoption/parental leave shall be available within one (1) year from the date that the child arrives home.

37 BEREAVEMENT LEAVE

37.1 DEFINITIONS – shall be applied as current relationships at time of death.

Grand-Parent shall mean grand-parent and step-grandparent.

Parent shall mean biological parent, step-parent, parent of an adopted child, and legal guardian.

Sibling shall mean sister, step-sister, brother, step-brother.

Spouse shall mean current spouse, fiancée, and common-law spouse.

Common-Law Spouse shall mean any common-law relationships (including same-sex relationships) where the couple has been co-habiting for a minimum of one (1) year.

Fiancée shall mean a person to whom an employee is engaged to be married.

Child shall mean son, step-son, daughter, step-daughter, foster child, ward.

Ward shall mean a minor or adult under the care of a legal guardian.

Immediate family member shall be interpreted to mean the following relatives:

EMPLOYEE	CURRENT SPOUSE
Grand-parent	Grand-parent
Parent	Parent
Sibling	Sibling
Spouse of sibling	
Spouse	
Child	
Son-in-law/Daughter-in-law	
Grandchild	

37.2 Bereavement leave with pay shall be granted to all temporary employees who have one thousand (1000) regular hours paid and all permanent employees in the event of a death of an immediate family member. It shall include up to and including three (3) regularly scheduled working days, to be taken within fourteen (14) days of the death or a longer period if mutually agreeable between the employee and the supervisor.

37.3 Up to ten (10) additional working days of bereavement leave without pay, vacation pay or banked overtime, shall be granted upon request.

- 37.4 An employee may request additional time, in addition to Article 37.3, as reasonably necessary, and may be granted as leave without pay, vacation pay, or banked overtime, with the provision that all applications for such extensions must be submitted at the time of the original request, unless extenuating circumstances justify otherwise.
- 37.5 A temporary employee with less than one thousand (1000) regular hours paid, upon request, shall be granted one (1) day's absence from work, at his classified rate of pay in the event of the death of a member of his immediate family.
- 37.6 An employee shall be allowed one (1) working day off without pay to attend a funeral to act as a pallbearer.
- 37.7 The City may request proper evidence to substantiate any application for bereavement leave.

38 SICK LEAVE

- 38.1 Sick leave is an insurance provided by the City. The parties hereto agree to cooperate in monitoring sick leave usage among the members of CUPE Local 46. Early intervention to assist employees in maintaining a healthy life style is the guiding principal in order to assist them in an early return to work. Local 46 encourages all members to be aware of the value of paid sick leave to ensure its continuation for the benefit of all members.
- 38.2 Each permanent employee shall be entitled to an allowance for sickness to the extent of one and one-half (1.5) working days per month. The unused portion shall be accumulated to a maximum of two hundred (200) days.
- 38.3 Temporary employees having accumulated two thousand (2000) regular hours paid shall be entitled to the allowance for sickness to the extent of one and one-half (1.5) working days per month of service to a maximum accumulation of two hundred (200) days.
- 38.4 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such an employee is unable to carry out his duties due to illness. Notwithstanding the foregoing the City reserves the right to request a doctor's certificate for just and reasonable cause at any time when a claim for sick pay is being made.
- 38.5 Where the City has reason to doubt the justification of the cause of absence, the employee shall submit to the Department Head on request, a statement signed by him within two (2) weeks of being required to so do, stating the cause and effect of the necessity of absence satisfactory to both parties of this Collective Agreement. Failing this, he may be subject to disciplinary action which may include dismissal.
- 38.6 An employee who takes sick while on annual vacation shall be allowed to use sick days from his accumulated sick leave provided a doctor's certificate is produced to prove illness. The employee shall be entitled to holidays at a later date.
- 38.7 Sick leave provisions may be used for complications due to pregnancy, up to the date the employee would have commenced maternity leave as authorized by her physician.
- 38.8 An employee who is sick, disabled, or injured, including occupational injury, must apply for long-term disability prior to the expiry of the elimination period in accordance with the long term disability plan. The City agrees to undertake the responsibility of advising an employee to submit the necessary forms in a timely manner to ensure, where possible, no delay in receipt of long term disability (LTD) payments. It is understood that an employee shall not be permitted to use his accumulated sick time beyond the elimination period in accordance with the LTD plan on any single occurrence provided he is in receipt of LTD payments. Upon approval of LTD, any sick pay received by the employee beyond the elimination period in accordance with the LTD plan shall be refunded to the City by the employee or the LTD carrier. An employee shall not re-access his sick leave bank prior to returning to employment.

39 DISABILITY MANAGEMENT PROGRAM

- 39.1 For the purposes of this article, the following definitions shall apply:

39.1.1 Modified Work shall mean the interim work offered to recovering employees, or those experiencing a diminished capacity, when it is medically foreseen that the employee will be returning to their own occupation. As a general guideline, modified work would not normally exceed six (6) months in duration. However, this timeline may be extended through the case management process. Modified work may include, but is not limited to:

- (a) changing existing "own" occupation conditions;
- (b) providing transitional work;
- (c) providing different duties with another occupation/worksites;
- (d) providing a training opportunity to enable the employee to perform the modified duties;
- (e) working in a relief position; and
- (f) all, or any combination, of the above.

39.1.2 Alternate Work shall mean the permanent placement offered to ill/injured employees, or those with diminished capacity, when it is medically determined that the employee will not be returning to their own occupation. Alternate work may include, but is not limited to;

- (a) changing existing "own" occupation conditions;
- (b) providing different duties within another occupation/worksites;
- (c) providing retraining/job search for movement to a new occupation;
- (d) organizing existing work with the complement of established positions; and
- (e) all, or any combination, of the above.

39.2 It is to the benefit of all who are employed by the City to support the Disability Management Program for employees who are sick, injured, disabled and are not able to perform the regular duties of their position or are required to be accommodated for the other reasons that fall under the City's duty to accommodate by being provided with alternate or modified work.

39.3 The City shall provide alternate or modified work for employees who are sick, injured or disabled up to the point of undue hardship.

39.4 There shall be no alteration to regular earnings, status (permanent and temporary), or benefits of any other employees as a result of any accommodation.

39.5 No permanent employee shall be subject to layoff as a result of this work program.

39.6 Under this program no employee shall be removed from the bargaining unit without mutual agreement of the City and the Union.

39.7 The obligation of the City, the Union or the employee shall not exceed the point of undue hardship.

- 39.8 All Employees within the affected work area of the department shall be notified when an accommodation of an employee within the work area is going to occur and shall be informed by the City of their obligations in order to make such accommodation successful.
- 39.9 The Union shall be involved in the program as per the City's Disability Management Policy, wherever the Union is referenced in the Policy.
- 39.10 When a dispute has been identified regarding the disability management process or placement, the dispute shall be heard by the Disability Management Steering Committee within fourteen (14) days. In the event that the employee is still of the view that he has not been reasonably accommodated, the employee may file a grievance in accordance with Article 48.

40 FAMILY SICK LEAVE

- 40.1 If no one else is available to care for the needs of an immediate family member (as defined in Article 37.1 who is ill, an employee shall be allowed to draw from his sick leave accumulation to a maximum entitlement of an amount equal to his average regular hours per week, at his classified rate of pay, per calendar year.
- 40.2 The employee shall notify his Supervisor of the time required as soon as possible.
- 40.3 The employee must complete and submit the appropriate request form to his General Manager through his Supervisor.
- 40.4 Upon approval by the General Manager , the employee shall be paid from his sick leave accumulation.

41 COMPENSATION FOR INJURIES

- 41.1 If any permanent employee of the City is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall be paid at the regular rate for which he was paid before such injury for two (2) pay periods following the injury provided that he assigns to the City, causes to be paid, and the City receives all wages received by him from the Worker's Compensation Board. If the employee continues on compensation for more than two (2) pay periods, then the employee receives ninety percent (90%) of regular earnings for the balance of compensation on that claim.
- 41.2 FURTHER PROVIDED that the benefit under this section shall not be paid to the employee after the expiration of three (3) years from the date of such injury.
- 41.3 During any period an injured permanent employee is receiving payments from the City, both the City and employee shall continue payments and necessary deductions and entitlements under this Collective Agreement.

- 41.4 If any temporary employee is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall receive the benefits directly from the Worker's Compensation Board. Such employee shall not receive any pay from the City for this period.

42 JURY OR WITNESS DUTY

- 42.1 It is agreed that where any employee is subpoenaed:
- (a) as a witness in a case arising from a matter occurring while carrying out the duties of their employment, or;
 - (b) in a case in which the City has an interest, or;
 - (c) for jury duty

the employee shall not suffer any loss of pay while so serving, however the employee shall turn over to the City the amount of any fees or remuneration received less any reasonable expenses.

43 SAFETY

- 43.1 No employee shall carry out any work or physical tests if, on reasonable and probable grounds, he believes that there exists an imminent danger or it will cause an imminent danger to his health and safety or another employee at the work site. An imminent danger is a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out his work.
- 43.2 The Union and the City shall co-operate to the fullest possible extent to prevent accidents and promote the safety and health of employees.
- 43.3 The City shall supply appropriate personal safety equipment (ie: eye protection, hard hats) and worksite safety equipment (ie: air packs, man lift harness, safety cones) in order to accomplish tasks safely and protect the employee against potential hazards.
- 43.4 A Health and Safety Committee shall be established which shall hold regularly scheduled meetings in accordance with the City's Health & Safety Policy for monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be kept of all meetings and copies shall be sent to the City and the Union.
- 43.4.1 Joint inspections by the Union and the City, or their delegates, shall be held in each department, at least quarterly, and may include an official of the Occupational Health and Safety Branch if requested by either party.
 - 43.4.2 The City or the Union shall have the right to call a meeting and/or inspection at anytime to deal with an immediate Health & Safety issue.
- 43.5 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the City for any expense not

covered by an Extended Health Care Plan. In no event shall the employee be responsible for the cost of such expense.

44 CAB PROTECTION

- 44.1 Cabs shall be supplied on all open equipment, either permanent or portable cabs, where practical and possible.

45 ACCOMMODATION - OUTSIDE LOCATIONS

- 45.1 Proper accommodation shall be provided for employees to have their meals and to keep and change their clothes. If the City requires work to be carried out from a location other than normal facilities, arrangements shall be made for adequate facilities.

46 PROTECTIVE CLOTHING

- 46.1 Protective clothing such as rubber boots, rain suits, gloves/mitts, as required shall be supplied to all employees, when required in the performance of their duties .

- 46.2 The City agrees to have coveralls for use for specific areas of work, where such protective clothing is deemed necessary. These specific areas shall be designated by mutual agreement between the Union and the City.

- 46.2.1 The City shall provide and maintain two (2) pair of coveralls per year to the following:

- (a) Permanent Facility Operators,
- (b) Maintenance, Utility Workers, and Equipment Operators,
- (c) Employees working on equipment.

Damaged coveralls shall be replaced as required up to a maximum of an additional two (2) pair per year providing employees hand in the damaged pair to their Supervisor.

- 46.2.2 The City shall provide laundry service, or laundry equipment/supplies, for garage mechanics, parks mechanics and helpers, employees working in waste water collection/treatment, and Fleet Services Service Workers, for five (5) pairs of coveralls, once a week per person.

- 46.2.3 Pesticide applicators shall be provided with disposable coveralls.

- 46.2.4 Employees working directly with asphalt, tar or tack oil used in road construction or maintenance, shall be paid an additional thirty-five cents (\$0.35) per hour while so engaged, in lieu of a clothing allowance. No employee shall be entitled to receive the above clothing allowance under this article if the City is providing him with coveralls.

- 46.2.5 The City shall provide laundry service for the Storekeepers, for one (1) smock, once per week, per person.

- 46.2.6 Senior Services kitchen staff shall be supplied with hair nets and five (5) wash and wear tops and aprons each.
- 46.3 Upon presentation of receipt showing proof of purchase or repair, the City shall reimburse employees who require safety footwear in the performance of their duties as follows:
- 46.3.1 Permanent employees are entitled to a maximum of fifty dollars (\$50.00) per year and effective January 1, 2003, eighty dollars (\$80.00) per year.
- 46.3.2 Employees working directly with asphalt or tack oil used in road construction or maintenance, are entitled to an additional twenty-five dollars (\$25.00) on June 1st in each year and effective June 1, 2003, forty dollars (\$40.00) per year
- 46.3.3 Temporary employees, upon initial employment with the City, are entitled to a maximum of fifty dollars (\$50.00) and effective January 1, 2003, eighty dollars (\$80.00), and thereafter are entitled to an additional twenty-five dollars (\$25.00) on June 1st in each subsequent year that the employee is recalled and actively working and effective June 1, 2003, forty dollars (\$40.00) per year.
- 46.3.4 In the event an employee does not use this entitlement, he shall carry over the unused portion to a maximum of one hundred and fifty dollars (\$150.00) and effective January 1, 2003, to one hundred and sixty dollars (\$160.00).
- 46.4 The following employees shall be supplied with uniforms which shall be mutually agreed upon by the City and the Union, and shall be detailed in a Letter of Understanding:
- (a) Meter Readers,
 - (b) Transit Operators,
 - (c) Special Constables,
 - (d) Lifeguards,
 - (e) 911 Communication Operators.
- 46.5 In the event an employee has been on leave of absence, or extended sick leave, the City reserves the right to pro-rate the clothing allowance, as provided in this article, at its discretion.
- 46.6 After the initial issue, clothing shall be replaced only on an as-needed basis at the discretion of the Supervisor.
- 46.7 Any employee who is supplied with clothing and through carelessness or neglect, damages, destroys, or loses same, shall replace or pay for same.

47 WARNING, DISCIPLINE, DISMISSAL, TERMINATION

- 47.1 When management decides that an investigative meeting is necessary to determine whether or not disciplinary action may be taken against an employee, the employee shall have the right to have a Union representative present.
- 47.2 Whenever an employee is disciplined it shall be a matter of management record and the following shall take place:
- (a) the employee shall have the right to have a Union representative present at the meeting when the discipline is given; and
 - (b) the employee shall be given, in writing, the facts upon which the City is basing its disciplinary allegations, whether it be a written warning, suspension, or discharge; and
 - (c) the facts shall be placed into the employee's personnel file in the Human Resources Department, with a copy sent to the Union.
- 47.3 Any written disciplinary notation or warning shall be removed from management record and deemed void after an employee has maintained a clear record with no disciplinary warning or suspension for twenty-four (24) months.
- 47.4 Upon serving at least one (1) working day's notice to the Human Resources Department, an employee shall have a right to view his personnel file.
- 47.5 At the Union's request, the City shall provide such information as the Union requires relevant to the discipline of any employee.
- 47.6 An employee shall have the right to grieve his discipline or dismissal through the grievance procedure.
- 47.7 No employee shall be disciplined except for just cause.
- 47.8 Where an employee resigns from his employment, he should give the City two (2) weeks notice in writing.

48 GRIEVANCES

- 48.1 When a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the Union shall have the right to file the grievance.
- 48.2 No grievance shall be considered after thirty (30) days when the circumstances giving rise to such grievance should reasonably have been known to the employee.
- 48.3 Any of the steps may be by-passed by mutual agreement.
- 48.4 Longer periods of time for consideration of grievances may be given at any step in the procedure if mutually agreeable.
- 48.5 The aggrieved employee(s) through their Shop Steward or Union Representative shall submit the grievance in writing to the Supervisor with a copy to Human Resources.

- 48.6 Discussions with the Supervisor should usually occur in an effort to resolve the difference prior to proceeding to Step 1, 2 or 3 of the grievance procedure. These discussions are information sharing meetings between the Supervisor, the grievor(s) and the Shop Steward or Union Designate and should usually occur in an effort to resolve the difference prior to proceeding to the grievance procedure.
- 48.6.1 The parties shall meet within seven (7) days of the filing of the grievance to discuss and clarify the issue(s) and the remedy sought by the grievor(s).
- 48.6.2 The Supervisor shall arrange the meeting with the appropriate Shop Steward or Union Designate and the grievor(s).
- 48.6.3 The Supervisor, shall within seven (7) days of the meeting date render his decision to the Union.
- 48.6.4 If the Union does not agree with the Supervisor's decision, Human Resources shall be notified by the Union to schedule a Step 1 meeting.
- 48.6.5 If the Supervisor does not respond within the time limit in Article 48.6.3 the Union may notify Human Resources to schedule a Step 1 meeting.

48.7 **Grievance Procedure**

All grievances between the City and employees shall be settled in the following order:

48.7.1 **Step 1**

48.7.1.1 A meeting of the Parties, including a representative of Human Resources shall be held within seven (7) days to present the matter to the appropriate Commissioner.

48.7.1.2 The decision of the Commissioner shall be communicated to the Union in writing within seven (7) days of said meeting.

48.7.2 **Step 2**

48.7.2.1 If settlement of the grievance is not reached in Step 1, the aggrieved employee(s), through their Shop Steward or Union Representative, shall submit the grievance in writing, within seven (7) days of the date the Commissioner hands down his decision to the Union, to the City Grievance Committee c/o the designated Human Resources Officer.

48.7.2.2 A meeting of the Parties, including a representative of Human Resources will be held within seven (7) days to present the matter to the City Grievance Committee.

48.7.2.3 The decision of the City Grievance Committee shall be communicated to the Union in writing within seven (7) days of said meeting.

48.7.3 **Step 3**

48.7.3.1 If a settlement of the grievance is not reached as laid out in Step 2 the

grievance may be referred (within seven (7) days of the date the City Grievance Committee hands down its decision) to a single arbitrator to be established as follows:

- 48.7.3.2 The City and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.
- 48.7.3.3 The arbitrator's decision shall be final and binding on both parties and shall be handed down as expediently as possible, within thirty (30) days from the date of the final hearing.
- 48.7.3.4 The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.
- 48.7.3.5 The parties may mutually agree to a three (3) member arbitration board with each party appointing one (1) member to represent them and mutual agreement on a chairman (or as appointed by the Director of Mediation Services).
- 48.7.3.6 The arbitration award shall be final and binding on both parties and shall be handed down as expediently as possible, within thirty (30) days from the date of the final hearing. In no event shall the arbitration award alter, modify or amend any of the provisions of this Collective Agreement. However, the Arbitrator, or the Arbitration Board, shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

MAIN WAGE SCHEDULE

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
1	Overload Clerical Temp Utility Worker I	12.21	14.21	12.64	14.64	13.08	15.08
2	Temp Utility Worker II Temp Attendant II	12.65	14.65	13.09	15.09	13.55	15.55
3	Temp Utility Worker III	13.08	15.08	13.55	15.55	14.03	16.03
4	Facility Worker I Mailroom Clerk Temp Utility Worker IV Utility Worker I	13.52	15.52	14.00	16.00	14.50	16.50
5	Clerk I Facility Worker II Temp Utility Worker V Utility Worker II GIS Data Capture Technician	13.95	15.95	14.46	16.46	14.98	16.98
6	Equipment Operator – Class I (not licensed) Clerk II Receptionist I Utility Worker III Gas Utility Worker I	14.38	16.38	14.91	16.91	15.45	17.45
7	Equipment Operator – Class I (licensed) Clerk III Meter Reader I Receptionist II Utility Worker IV	14.82	16.82	15.36	17.36	15.93	17.93

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
8	Cashier Equipment Operator – Class II Clerk IV Display Technician Gas Engineering Technician I Utility Worker V Meter Reader – Commercial	15.25	17.25	15.82	17.82	16.40	18.40
9	Accounting Clerk I Clerk V Lifeguard I Gas Production Accountant I Maintenance Worker I Receptionist IV Utility Worker VI Maintenance Worker II	15.68	17.68	16.27	18.27	16.88	18.88
10	Administrative Support I Clerk VI Maintenance Worker II Storekeeper I W & S System Operator (Entry)	16.12	18.12	16.73	18.73	17.35	19.35
11	Administrative Support II Clerk VII Facility Operator II * Gas Field Operator I Mailroom Clerk II Maintenance Worker III Sanitation Worker I Scale Operator Surveyor I	16.55	18.55	17.18	19.18	17.83	19.83

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
12	Equipment Operator – Class III Accounting Clerk II Administrative Support III Clerk VIII Drafting Technician I Facility Operator III Gas Utility Worker II Maintenance Worker IV Receptionist IV Sanitation Worker II Storekeeper I – Purchasing	16.99	18.99	17.63	19.63	18.30	20.30
13	Equipment Operator – Class IV Administrative Support IV Assessor Trainee I Archives, Art Gallery Museum Assistant Clerk IX Drafting Technician II Facility Operator IV Maintenance Worker V W & S System Operator (Level I)	17.42	19.42	18.09	20.09	18.78	20.78
14	Accounting Clerk III Administrative Support V Aquatic Leader * Buyer I Clerk X Customer Service Representative Facility Operator V Maintenance Worker VI Meter Reader II Sanitation Worker III	17.85	19.85	18.54	20.54	19.25	21.25

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
15	911 Technical Assistant Administrative Support VI Assessor Trainee II Clerk XI Crew Chief I Facility Operator VI Gas Technician I Laboratory Technician Land Administrator I Lifeguard II Maintenance Worker VII Special Constable	18.29	20.29	19.00	21.00	19.73	21.73
16	Accounting Clerk IV Administrative Support VII Clerk XII Crew Chief II Drafting Technician II-B Engineering Technician Facility Operator VII * Gas Field Operator II * Gas Production Accountant II Maintenance Worker VIII Senior Facility Operator I Storekeeper II Technical Analyst I – Information Centre WWTP Operator I	18.72	20.72	19.45	21.45	20.20	22.20

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
17	Accounting Clerk V Administrative Support VIII Assessor Trainee III Billing Technician Crew Chief III Drafting Technician III Facility Coordinator Facility Operator VIII Gas Utility Worker III Gas Engineering Technician II Horticultural Technician III Joint Interest Accounting Assistant Payroll Clerk Registrar/Records Coordinator Senior Facility Operator II Supervisor I Surveyor II Surveyor III Technical Analyst I – Technical Services Technical Analyst I – Systems Operations	19.16	21.16	19.90	21.90	20.68	22.68
18	911 Communications Operator Administrative Coordinator Crew Chief IV Collections Officer Gas Field Technologist Horticultural Technician III Information Technician Maintenance Worker X Mechanic Parks Equipment Technician Senior Facility Operator III Supervisor II	19.59	21.59	20.36	22.36	21.15	23.15
19	Assessor Trainee IV	20.02	22.02	20.81	22.81	21.63	23.63

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
	* Buyer II Crew Chief V Irrigation Technician Maintenance Worker XI Senior Facility Operator IV Storekeeper III Supervisor III Technical Analyst II – Technical Services WWTP Assistant Shift Operator - Level I						
20	Crew Chief VI Gas Technician II Heavy Duty Mechanic Maintenance Worker XII Property Administrator Sales and Marketing Officer Supervisor IV Technical Analyst II – Information Centre Technical Analyst II – Systems Operations 911 Team Leader W & S System Operator (Level 2)	20.46	22.46	21.27	23.27	22.10	24.10
21	* Building Safety Codes Officer I Gas Drafting Technician IV * Gas Field Operator III License Inspector Meter Reading Coordinator Residual Handling Facility Controller Sr. Facility Operator VI Supervisor V * Tax Assessor WWTP Assistant Shift Operator – Level II	20.89	22.89	21.72	23.72	22.58	24.58

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
22	Aquatic Programmer * Building Safety Codes Officer II Customer Services & Collections Coordinator Facility Maintenance Supervisor Heavy Duty Mechanic - Lead hand Horticulture Technician I Maintenance Worker XIV Sr. Facility Operator VII Supervisor VI Technical Analyst III –Technical Services Technical Analyst III – Systems Operations W & S Pump Operator W & S System Operator Specialist W & S System Operator Meters Specialist (L2) W & S System Operator Heavy Equipment (L2)	21.33	23.33	22.17	24.17	23.05	25.05
23	* Building Safety Codes Officer III Drafting Technician IV Land Administrator II * Planning Officer * Programmer/Analyst Supervisor VII W & S System Operator (Level 3) W & S System Operator Meters Specialist (L3) W & S System Operator Heavy Equipment (L3) WWTP Assistant Shift Operator – Level III	21.76	23.76	22.63	24.63	23.53	25.53
24	Corporate Billing and System Maint. Coordinator * Electrical Safety Codes Officer * Gas/Plumbing Safety Codes Officer * Gas Production Accountant III * Gas Field Operator IV Supervisor VIII Technical Analyst III – Information Centre WWTP Shift Operator – Level II	22.19	24.19	23.08	25.08	24.00	26.00

RANGE	CLASSIFICATIONS	JAN 1, 2002		JAN 1, 2003		JAN 1, 2004	
		Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)	Start	Job (after 4000 hrs)
25	Archivist Curator Gas Engineering Technician III GIS Analyst Payables Coordinator Supervisor IX	22.63	24.63	23.54	25.54	24.68	26.48
26	Supervisor X Collections Coordinator W & S Pump Operator – Level 3 WWTP Millwright	23.06	25.06	23.99	25.99	24.95	26.95
27	Gas Engineering Technician IV * Land Administrator III Supervisor XI * Sr. Tax Assessor * Sr. Programmer Analyst Water Quality Controller WWTP Assistant Shift Operator – Level IV WWTP Shift Operator – Level III	23.49	25.49	24.44	26.44	25.43	27.43
28	* Buyer III Supervisor XII	23.93	25.93	24.90	26.90	25.90	27.90
29		24.36	26.36	25.35	27.35	26.38	28.38
30	WWTP Shift Operator – Level IV	24.80	26.80	25.81	27.81	26.85	28.85
31	Supervisor XVI	25.23	27.23	26.26	28.26	27.33	29.33

* Classifications having an Out of Schedule rate in Appendix II

OUT OF SCHEDULE PAY GRIDS

A. SENIOR SERVICES:

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Cook's Helper	Start	9.64	10.12	10.63
	After 2000 hours	10.22	10.73	11.26
	After 4000 hours	10.78	11.32	11.89
Cook I	Start	10.68	11.11	11.55
	After 2000 hours	12.01	12.49	12.99
	After 4000 hours	13.49	14.03	14.59
Cook II	Start	12.47	12.90	13.36
	After 2000 hours	13.72	14.20	14.70
	After 4000 hours	15.46	16.01	16.57

B. CAMPGROUND ATTENDANT:

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Campground Attendant	Start	9.27	9.59	9.93
	After 2000 hours	10.40	10.82	11.25
	After 4000 hours	11.55	12.13	12.73

C. TRANSIT EMPLOYEES

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Foreman	Start	19.18	19.85	20.55
	After 2000 hours	19.65	20.34	21.05
	After 4000 hours	20.22	20.92	21.66
Transit Operator	Start	13.78	14.19	14.62
	After 2000 hours	14.99	15.66	16.36
	After 4000 hours	16.22	17.19	18.22
	Permanent Employee	18.17	18.81	19.46
Service Worker	Start	13.78	14.19	14.62
	After 2000 hours	14.58	15.16	15.77
	After 4000 hours	15.39	16.16	16.93
	Permanent Employee	15.80	16.36	16.93
Lead Hand Transit Operator	Employees shall be paid an additional seventy-six cents (\$0.76) per hour while so acting.			

D. TEMPORARY AQUATIC EMPLOYEES:

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Cashier/Receptionist I	Start	11.04	11.04	11.04
	After 2000 hours	12.26	12.26	12.26
	After 4000 hours	13.00	13.00	13.00
Cashier/Receptionist II	Start	11.15	11.26	11.37
	After 2000 hours	12.51	12.76	13.01
	After 4000 hours	13.39	13.79	14.21
Cashier/Receptionist III	Start	12.16	12.28	12.40

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
	After 2000 hours	13.53	13.80	14.07
	After 4000 hours	14.42	14.85	15.30
Lifeguard I	Start	14.33	14.48	14.62
	After 2000 hours	15.72	16.03	16.35
	After 4000 hours	16.48	16.97	17.48
Lifeguard II	Start	16.00	16.16	16.32
	After 2000 hours	17.40	17.75	18.10
	After 4000 hours	18.54	19.10	19.67
Aquatic Leader	Start	17.18	17.35	17.53
	After 2000 hours	18.37	18.74	19.11
	After 4000 hours	19.58	20.17	20.77
Instructor I	Employees shall be paid an additional thirty-five cents (\$0.35) per hour while instructing Aquaquest 1-12, Bronze Cross, or Bronze Medallion			
Instructor II	Employees shall be paid an additional seventy-five cents (\$0.75) per hour while instructing National Lifeguard Service Award or Water Safety Instructor.			
Lifeguards and Aquatic Leaders	Employees shall be paid an additional twenty-one cents (\$0.21) per hour, effective June 1, 2003, while working at the Family Leisure Centre or the Echo Dale Regional Park.			

E. MUSEUM:

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Museum Attendant I	Start	6.74	6.98	7.22
	After 2000 hours	7.23	7.48	7.74
	After 4000 hours	7.74	8.01	8.29
Museum Instructor	Start	11.59	12.00	12.41
	After 2000 hours	11.84	12.25	12.68
	After 4000 hours	12.09	12.51	12.95

F. OUT OF SCHEDULE EMPLOYEES:

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
Planning Officer	Start	25.36	26.25	27.17
	After 4000 hours	27.43	28.39	29.38
	After 6000 hours	29.66	30.70	31.77
Building Safety Codes Officer I	Start	21.17	21.91	22.67
	After 4000 hours	23.23	24.05	24.89
	After 6000 hours	24.50	25.36	26.25
Building Safety Codes Officer II	Start	22.52	23.31	24.12
	After 4000 hours	24.59	25.45	26.34
	After 6000 hours	26.66	27.59	28.56
Building Safety Codes Officer III	Start	24.39	25.24	26.13
	After 4000 hours	26.46	27.38	28.34
	After 6000 hours	28.56	29.56	30.60
Electrical Safety Codes Officer	Start	24.39	25.24	26.13

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
	After 4000 hours	26.46	27.38	28.34
	After 6000 hours	28.56	29.56	30.60
Plbg, Gas & Mech. SCO	Start	24.39	25.24	26.13
	After 4000 hours	26.46	27.38	28.34
	After 6000 hours	28.56	29.56	30.60
Senior Assessor	Start	26.65	27.58	28.55
	After 4000 hours	28.72	29.72	30.76
	After 6000 hours	30.99	32.07	33.20
Assessor	Start	23.69	24.52	25.37
	After 4000 hours	25.75	26.65	27.59
	After 6000 hours	27.63	28.60	29.60
Senior Programmer Analyst	Start	27.45	28.41	29.40
	After 4000 hours	29.51	30.55	31.61
	After 6000 hours	30.56	31.63	32.73
Programmer Analyst	Start	22.42	23.20	24.01
	After 4000 hours	24.48	25.34	26.23
	After 6000 hours	26.08	27.00	27.94
Programmer	Start	19.52	20.21	20.91
	After 4000 hours	21.59	22.35	23.13
	After 6000 hours	22.39	23.17	23.98
Accounting Technician	Start	24.06	24.90	25.77
	After 4000 hours	26.12	27.04	27.99
	After 6000 hours	28.76	29.77	30.81
Gas Accountant	Start	26.57	27.50	28.46
	After 4000 hours	28.63	29.64	30.67
	After 6000 hours	30.70	31.78	32.89
Gas Field Operator I	Start	18.70	19.35	20.03
	After 4000 hours	20.17	20.88	21.61
	After 6000 hours	20.17	20.88	21.61
Gas Field Operator II	Start	20.68	21.40	22.15
	After 4000 hours	22.75	23.54	24.37
	After 6000 hours	22.85	23.65	24.48
Gas Field Operator III	Start	22.97	23.78	24.61
	After 4000 hours	25.04	25.92	26.82
	After 6000 hours	25.75	26.65	27.59
Gas Field Operator IV	Start	25.56	26.45	27.38
	After 4000 hours	27.62	28.59	29.59
	After 6000 hours	28.19	29.18	30.20
Gas Land Administrator III	Start	23.71	24.54	25.40
	After 4000 hours	25.77	26.68	27.61
	After 6000 hours	30.67	31.74	32.85
Gas Production Accountant II	Start	19.08	19.89	20.58
	After 4000 hours	21.15	22.02	22.80

Classification	Step	Jan 1,2002	Jan 1,2003	Jan 1,2004
	After 6000 hours	22.76	24.26	25.11
Gas Production Accountant III	Start	22.94	24.03	24.88
	After 4000 hours	25.01	26.17	27.09
	After 6000 hours	27.33	29.37	30.40
Buyer I	Start	19.86	21.00	22.18
	After 4000 hours	21.41	22.60	23.84
	After 6000 hours	22.45	23.67	24.95
Buyer II	Start	21.42	23.08	24.82
	After 4000 hours	22.97	24.68	26.48
	After 6000 hours	24.00	25.75	27.59
Buyer III	Start	23.30	25.61	28.05
	After 4000 hours	24.85	27.21	29.71
	After 6000 hours	25.88	28.28	30.82
Senior Buyer	Start	25.39	28.39	31.58
	After 4000 hours	26.94	30.00	33.24
	After 6000 hours	27.97	31.07	34.34

EQUIPMENT CLASSIFICATIONS

CLASS I EQUIPMENT

270-277	Chev Winch Trucks - 3 Ton
307	Voeller Mudjack
312	Case Vibromax Roller
317-318-9386	Dynamic Asphalt Roller
323-324-326-334-335-337-338-342-345	Single Axle Trucks *
674-9337-9712	
373	Road Sweeper
394	Wisconsin Curber
419-551	Single Axle Trucks - 4 Ton
436-463	Water Truck - 3 Ton
451	Flat Deck Truck - 3 Ton
578-585-4424-4425-4426-4427-4428	Lawn Mowers
4442-4444-4447-4458-4459	
4468-4483-4484-4487-4488	
4492-4494-4496-6624	
4423-4436-4437-4438	Leaf Sweepers
4439-4475-4490-4497	
4485	Stump Grinder

* When single Axle Trucks are equipped with Sand Spreaders and/or Snow Plows, the operator shall be paid in Pay Range 8.

CLASS II EQUIPMENT

34	Ford Fuel Truck
36-39-298-9039	Fork Lifts
311	Tampo Roller
322-325-331-332-333-336-339-343-344	Tandem Axle Trucks *
504-554-586-553-587-674-677-9344	
361-582-4498	Tractor Loaders
364-393	Pad Foot Packer
366-368-9366-9455	Bob Cat Loader
377	Basework Roller
380	Airport Runway Sweeper
385-386	Hyster Self-propelled Roller
395	Steam Cleaner
430-9994	421-9305 Truck Mounted CranesTree Spades Tractors
315-362-4311-4429-4431	
4432-4433-4434	
4448-4469-4489-4491-9429	
9430-9435-9445-9933	
4441-4449	Mist Sprayers
558-4451-4453-4461-4463-4464	Gang Mowers
4455-4482	Bobcats
508	Thawing Machine
552-563	Ford Vacuum Trucks
555-565	Sewer Jet Rodder
575	Steam Cleaner
644-645-646-647-650-651-652	Garbage Packers
653-654-655-656-657-658	

* When Tandem Axle Trucks are equipped with Sand Spreaders and/or Snow Plows, the operator shall be paid in Pay Range 9.

CLASS III EQUIPMENT

284-286-287-367-676	Back Hoes
506-4493-4499-9285	
327	Tar Spreader Truck
346-579	Truck-Mounted Cranes
351	Athey Snow Loader
3505-3506	Dump Pup
365-387-546-666	Loaders
3651	Snow Blower
376-378	Asphalt Rollers
420-421-422-425-426-9146-9420	Aerial Lift Trucks
667	Trummel Power Screen
678	Compost Turner

CLASS IV EQUIPMENT

350	Mack Truck
3501-3502-3503-3504-3507	Trailers
352-353-354-9352	John Deere Graders
371-372-374-375	Street Sweepers
379	Blaw Knox Asphalt Paver
389	Komatsu Dozer
564-568	Bantam Back Hoes
648	Cat Compactor
649	Komatsu Crawler

The classification of new equipment shall be negotiated between the Union and the City.

RE: TRANSIT

The above stated parties to the Collective Agreement have agreed that all articles of the Collective Agreement shall apply to Transit Department employees, except as modified in this Appendix.

1 **RECOGNITION (Article 2)**

- 1.1 The Union Emblem may be worn on service uniforms.
- 1.2 An appropriate official emblem of the Union may be placed on all City owned vehicles by members of the Union. Said emblem shall be placed, where designated by the City, in full view of the travelling public. Such emblem to be furnished by the Union and the cost of installation, maintenance of same and replacement to be borne by the Union.

2 **HOURS OF WORK (Article 14)**

- 2.1 The City agrees in principle to retain the present shift schedule and hours of work and agrees that if there is any change to the present system, it will be subject to consultation with the Union. This does not preclude however, the management's rights to enter into a changed shift operation for the efficient and economic operation of the system.
- 2.2 Operators will be allowed one (1) ten (10) minute rest period during each regular eight (8) hour shift.
- 2.3 The City of Medicine Hat shall endeavour to provide three (3) operators on each of the two (2) shifts to normally work on Monday through Friday with Saturday and Sunday as their days off. These employees shall occasionally be required to work on a Saturday and receive another day off. Any changes to this schedule shall be subject to prior consultation with the Union.
- 2.4 Effective prior to April 1, 2003, Transit Operators who are working a full eight (8) hour shift on a regular transit run shall be provided with a thirty (30) minute paid lunch break during the eight (8) hour shift.
- 2.5 The Union and Transit Operators on regular runs recognize that unpaid travel time of up to fifteen (15) minutes prior to and/or following their regular shift may be required in order to get the buses between the Transit Garage and the bus routes.
- 2.6 A new run selection shall take place for the following reasons.
 - (a) annual sign up in January and June to become effective February 1st and August 1st respectively, or;
 - (b) when a permanent vacancy occurs, or;
 - (c) when there is a major change in hours or in the shift schedule, or;
 - (d) when there is a major change of a route, or;
 - (e) when there is a major change in a run.

A **Run** shall mean an area in which a bus travels (e.g. Dunmore/Northeast, Kensington)

A **Route** shall mean the path of travel (i.e. specific streets travelled).

- 2.6.1 All operators shall be included in the regular sign-up in order of seniority.
- 2.6.2 If an employee is not available when a sign-up occurs, that employee shall leave his desired runs in order of preference with his Supervisor . When it is the employee's turn to indicate his selection, the Supervisor shall assign an available run in order of the employee's indicated preferences.
 - 2.6.2.1 If an employee is not available when a sign up occurs and does not leave his desired runs with his Supervisor, the Supervisor shall assign the employee to an available run when it would have been the employee's turn to indicate his selection.

2.7 Notwithstanding the above, the following employees, in order of seniority, shall be given first consideration for runs designated as Special Transit:

Ernie Hagemeister Michael Koble Mark Crane

2.7.1 The aforementioned employees shall only retain such rights until they elect to choose a Regular Transit run when a Special Transit run is available.

2.7.2 This article does not regulate the number of Special Transit runs or guarantee a Special Transit run.

2.8 All employees concerned shall be bound by the run or shift selected until the next sign-up.

2.9 Whenever a new run selection is administered all temporary employees shall, at that time, declare when they shall be available for work for the remaining period of the run selection.

3 SHIFT DIFFERENTIAL (Article 24)

3.1 All employees who are required to work a full shift where fifty percent (50%) or more of the shift falls between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential for every hour worked on that shift as follows:

Effective	July 1, 2001	\$0.60
	Date of Ratification in 2003	\$0.70
	January 1, 2004	\$0.80

4 GROUP HEALTH AND INSURANCE PLANS (Article 31)

4.1 Employee Assistance Program

All permanent employees shall participate in a plan. The City shall pay twenty percent (20%) and the employee eighty percent (80%) of the required premium.

4.2 The City agrees to pay for medical examinations required as a condition of continued employment up to a maximum of fifty dollars (\$50.00) per examination provided the City receives confirmation that a medical report indicating good health has been submitted to the Alberta Motor Vehicles Branch.

5. GENERAL HOLIDAYS (Article 34)

- 5.1 Floater Day in Lieu of Easter Monday – In order for the City to maintain sufficient staff to meet operational requirements, employees who are employed on March 31st of each year, and work a regular Monday to Saturday schedule shall be entitled to a floater holiday in lieu of Easter Monday, to be taken at a time mutually agreed between the Supervisor and the Employee. Should more employees request the same day off than can be approved, seniority shall be the deciding factor.

For the purpose of this clause, Transit employees shall be considered non-shift employees.

- 5.2 When a General Holiday falls on a Sunday, Transit Employees shall receive the following Monday off with pay, in lieu of the General Holiday pay.

6 TRANSPORTATION

- 6.1 Free transportation shall be granted to all Medicine Hat Transit System employees over the employer's system.

PERMANENT PART-TIME EMPLOYEES

1. Definitions (Article 9)

Permanent Part-time Employees when used in this Collective Agreement shall mean an employee who has been permanently appointed to a permanently established part-time position and shall also include permanent part-time employees serving a probation period. Permanent part-time employees may also work in relief assignments and shall maintain their permanent status while doing so.

Permanent Part-time Position when used in this Collective Agreement shall mean a year round position established by the City as permanent that averages less than thirty-six and one quarter (36.25) hours and shall have a minimum of four (4) hours per working day and a minimum of forty (40) hours bi-weekly on a regular basis.

2. Hours of Work (Article 14)

An employee who is employed on a permanent part-time basis shall not have his daily hours of work permanently increased without written notification and prior discussion with the employee(s) concerned and the Union.

3. General Holiday Pay (Article 35)

General Holiday pay for permanent part-time employees shall be based upon their average daily hours paid in the previously worked bi-weekly pay period.

4. Additional Work

The following conditions shall apply to permanent part-time employees who wish to accept additional work outside of their home department.

- (a) The permanent part-time employee must first obtain permission from their Supervisor prior to accepting any assignment outside of their own department. Such hours shall not conflict with their regular scheduled hours of work.
- (b) When an employee works in a position where the base hours are solely within the 1885 hours per year or 2080 hours per year, the corresponding entitlements for overtime shall apply (e.g. Overtime after thirty-six and one quarter (36.25) hours per week for a position with annual hours based on 1885).
- (c) When an employee works a combination of positions with a base of 1885 and 2080 hours per year, overtime shall be paid on those hours after forty (40) hours per week.
- (d) It shall be the responsibility of the employee to inform their Supervisor and the other department of the potential of an overtime situation when additional relief hours are being offered.
- (e) As the current payroll system cannot accommodate the accrual of vacation hours and vacation pay at the same time, the payroll department shall perform annual reviews of part-time employees and pay vacation pay for the earnings worked as a temporary employee outside of their home department prior to the payroll year end in each year.
- (f) For the purposes of pension and other employee benefit entitlements, the additional hours worked at a rate other than the employee's regular classified rate or outside of their home department are not considered as part of the employees permanent or "guaranteed hours" and therefore shall not be included in the calculation of annual pay for the application of these benefits.
- (g) Part-time employees working additional hours shall be paid the classified pay range of the

position where the additional hours are worked, whether higher or lower than the employee's part-time position pay range.

RECREATION AND LEISURE EMPLOYEES

1. Layoff (Article 13)

If conditions such as mechanical failure or in order to comply with health regulations causes the City to temporarily close an aquatic facility, the temporary layoff of employees shall be based upon seniority of those temporary employees working at the aquatic facility for any layoff up to four (4) consecutive days. Any layoff of four (4) consecutive days or longer shall be based upon seniority in the Department (where the employee has the necessary qualifications to perform the work remaining) and may require rescheduling of employees at the other aquatic facilities. Upon mutual agreement, the above named parties may consider special circumstances that would extend the aforementioned four (4) day period.

2. Minimum Hours – Aquatic Lesson Instruction (Article 14)

Whenever possible scheduled aquatic shifts shall be for a minimum of two (2) hours and employees may be paid at different classified rates during the shift depending on the work performed.

3. Minimum Hours – Aquatics (Article 14)

Temporary aquatic employees who are obliged to report to work but work only two (2) hours or less because they are no longer required (e.g. reduced workload), shall be paid a minimum of two (2) hours at their regular rate of pay for that day.

4. Pay on General Holidays (Article 35)

Temporary employees who are required to work in recreation facilities (such as Echo Dale Regional Park, swimming pools, or recreation centres), on a General Holiday, shall be paid their regular rate of pay for all hours worked.

SPECIAL CONSTABLES

1 Court Attendance (Article 15)

- 1.1 Shifts shall not be changed to accommodate court appearances.
- 1.2 If an employee is required to attend court to carry out his duties as a Special Constable during hours other than the employee's regularly scheduled shift and subsequently such court appearance is cancelled, the employee shall be given at least twelve (12) hours notice of such cancellation and shall not receive any pay for the cancelled court appearance or the employee shall receive two (2) hours pay if the employee receives at least eight (8) hours notice of such cancellation or the employee shall receive four (4) hours pay if the employee receives less than eight (8) hours notice.
- 1.3 An employee required to attend court during the employee's vacation leave shall be granted an extra day of vacation leave (8 or 12 hours as per the employee's shift schedule) in lieu of each day of court attendance, and further shall be granted an extra day of vacation leave (8 or 12 hours as per the employee's shift schedule) for each day required to travel. This paragraph does not apply to temporary Special Constables.
- 1.4 All necessary travel expenses, including food and lodging actually incurred by the Special Constable in returning from vacation to undertake any duty required of the employee during vacation leave shall be paid by the City. Where possible and at the option of the employee required for the court attendance, the employee shall be transported to court and returned by air. If travel time is in excess of twelve (12) hours, actual time shall apply.

2 Compensation for Injuries (Article 41)

- 2.1 If any permanent employee of the City is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall be paid at the regular rate for which he was paid before such injury for two (2) pay periods following the injury provided that he assigns to the City, causes to be paid, and the City receives all wages received by him from the Worker's Compensation Board. If the employee continues on compensation for more than two (2) pay periods, then the employee receives ninety percent (90%) of regular earnings for the balance of compensation on that claim.
- 2.2 FURTHER PROVIDED that the benefit under this section shall not be paid to the employee after the expiration of five (5) years from the date of such injury.
- 2.3 During any period an injured permanent employee is receiving payments from the City, both the City and employee shall continue payments and necessary deductions and entitlements under this Collective Agreement.
- 2.4 If any temporary employee is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall receive the benefits directly from the Worker's Compensation Board. Such employee shall not receive any pay from the City for this period.

LETTER OF AGREEMENT #1

Between
THE CITY OF MEDICINE HAT
And
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)

RE: GAS UTILITY EMPLOYEES WORKING IN GAS FIELDS

The above mentioned parties to the Collective Agreement agree to the following conditions when an employee from the Gas Utility is scheduled by management to report to an assigned work location outside of Medicine Hat while maintaining a residence in Medicine Hat or immediate area:

- a. Employee shall be allowed to keep a city owned vehicle at his place of residence.
- b. Employee shall report for the start of the regular eight (8) hour shift at a designated location outside of Medicine Hat.
- c. Employee shall leave from the assigned work location allowing sufficient time to return to a designated location in Medicine Hat for the end of the regular eight (8) hour shift.
- d. Employee shall report to the City of Medicine Hat Gas Utility in Medicine Hat prior to departure to the assigned work location and upon return from the assigned work location.

LETTER OF AGREEMENT #2

Between

THE CITY OF MEDICINE HAT

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 46

(Inside and Outside Workers)

RE: MUNICIPAL WORKS - WINTER OPERATIONS

The above mentioned parties to the Collective Agreement agree that to provide service to the community during the winter months, it is necessary to provide the following:

- a. An efficient, qualified and safety conscious crew of trained Municipal Works employees must be available to perform snow removal, sanding, and auxiliary functions during these periods.
- b. To meet the efficient operating procedures and safety standards, management shall continue to train operators, followed by an assessment of performance during actual operating conditions.
- c. The qualified list of employees must respond with forty-eight (48) hours advance notice to a rotation of their regular 8:00 am to 4:00 pm shift and a 4:00 am to 12:00 pm shift.
- d. The rotation shall take place on a week to week basis, i.e. first week 4:00 am to 12:00 pm; second week 8:00 am to 4:00 pm.
- e. All qualified employees shall rotate through the above schedule.
- f. When emergency snow removal is required, qualified employees must respond to overtime requirements.

LETTER OF UNDERSTANDING #1

Between
THE CITY OF MEDICINE HAT

And
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)

RE: GROUP HEALTH AND INSURANCE PLANS

The above stated parties to the Collective Agreement have agreed to address the following issue discussed during 2002 negotiations, as follows:

Group Health and Insurance Plans

During 2003, the City shall review the competitiveness of the current group health and insurance plans provided to all City employees. A committee has been established by the City to determine future group benefits and the committee includes two members of CUPE Local 46. Any changes to the current group health and insurance plans shall be subject to any applicable Articles of the Collective Agreement and Letter of Understanding #3.

LETTER OF UNDERSTANDING #2

**Between
THE CITY OF MEDICINE HAT**

**And
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)**

RE: USE OF TEMPORARY EMPLOYEES IN MORE THAN ONE DEPARTMENT

The above stated parties to the Collective Agreement have agreed to address the following issue during the term of this Collective Agreement:

Representatives of the two (2) parties shall work together during 2003 to investigate, consider and recommend options to hiring temporary employees in another department.

The intent of this review shall be to attempt to provide additional employment to current temporary employees without causing operational problems in the departments regarding scheduling of employees and conflicts with layoff and recall dates in the various departments.

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF MEDICINE HAT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 46

(Inside and Outside Workers)

RE: SICK LEAVE AND LONG TERM DISABILITY PLAN

The above stated parties to the Collective Agreement have agreed to implement a "Three Part Disability Plan" as per attachment # 1 and the following effective February 1, 2001:

Summary of Revised Plan

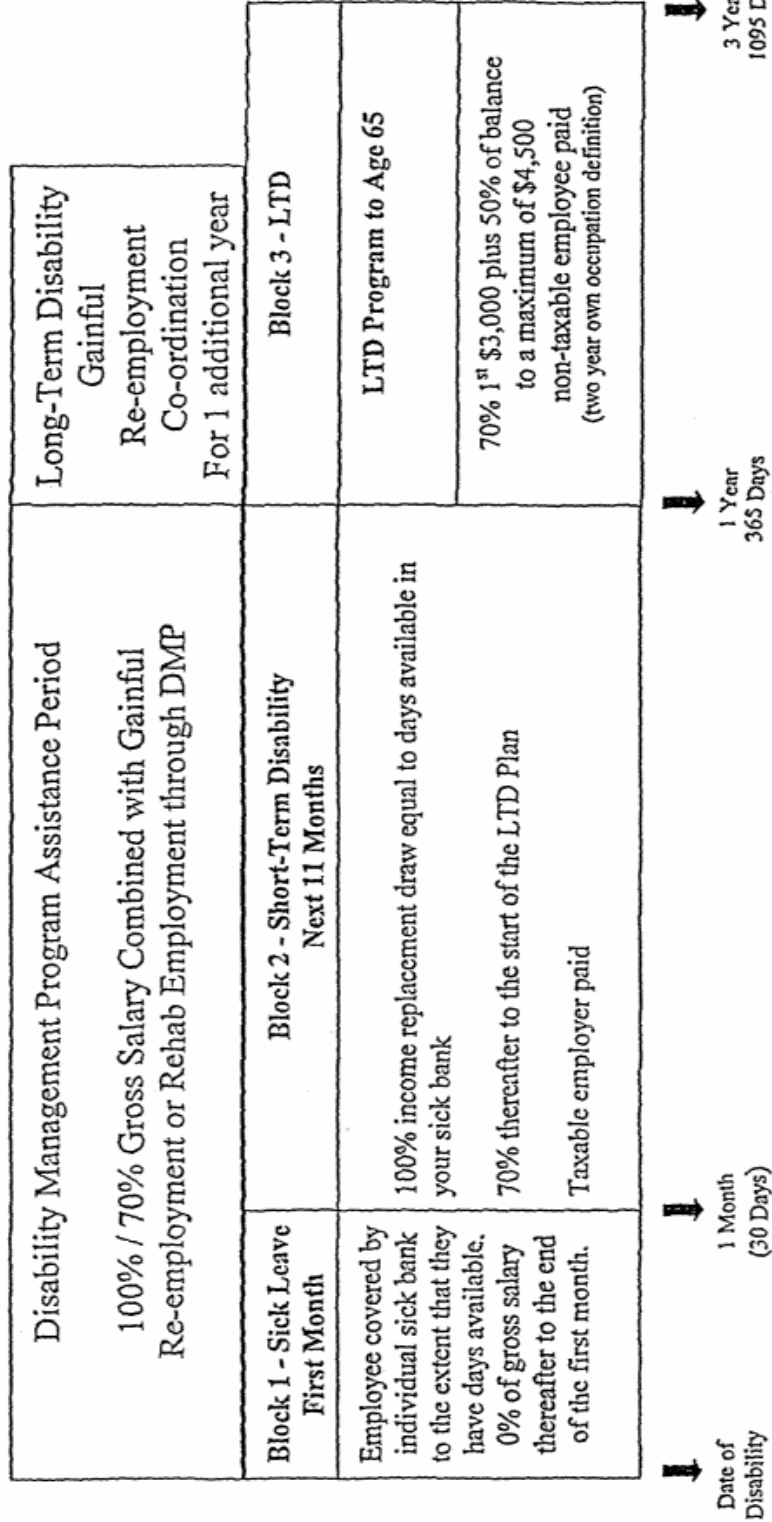
- Block 1:
- provides coverage for the first 30 calendar days;
 - 100% coverage is provided to those persons who have adequate accrued sick leave;
 - if an employee does not have adequate accrued sick leave, they receive no coverage from the period the sick days run out to the end of the first 30 calendar days.
- Block 2:
- runs from the 31st day to the 365th day from date of disability;
 - 100% coverage is provided to the extent the employee has adequate accrued sick days;
 - when all sick days have been used, coverage falls to 70% of the employee's classified rate of pay;
 - if employee is on an approved modified work plan and a recurrence of the same disability occurs within 30 calendar days, the employee would revert to his/her place on Block 2 and continue the elimination period.
 - no sick day accrual when short-term disability (70% coverage) commences, all other benefit entitlements would continue to be in effect
- Block 3:
- provides coverage after 365 calendar days from date of disability
 - coverage is paid at 70% of the first \$3,000 plus 50% of the remainder of annual salary;
 - to a maximum of \$4,500 per month.

Details of Revised Plan

- a. Employees continue to accumulate sick leave at the rate of 1.5 days per month to a maximum of 200 days;
- b. Employee accumulated sick leave would be required to cover the first block of the plan (if a person did not have sick leave accumulated they would be without coverage until Block 2 commences);
- c. Block 2 would be covered by an individual's accumulated sick leave and after that ran out, the City would carry them under short-term disability (STD) at 70% of the employee's classified rate of pay until LTD commences at the 365 calendar day point. Given the City is basically providing coverage for the first 365 days:
 - i. An improvement would be required in the management of sick leave (with the help of the Disability Management Plan and Attendance Support and Assistance Policy); and
 - ii. A dollar cap (\$200,000 per year) of additional City funding would be applied for Block 2.
 - iii. No sick leave would accrue when an employee is on short-term disability (70% of the employee's classified rate of pay) or long-term disability.
- d. This approach would be implemented on a year-by-year basis with the proviso that an annual review be undertaken by the Disability Management Committee with recommendations on improvements to the Three Part Disability Plan being presented to Council. In addition, if the \$200,000 is exceeded the Disability Management Committee would provide justification and explanation of the overage to Council. Assuming the dollar cap of \$200,000 were to be exceeded and City Council does not approve the justification for the overage, Council reserves the right **to terminate the three-part plan and revert to the current model** (which provides short-term coverage only to the extent that an employee has sick days accumulated and the previous 180 calendar day LTD elimination period).
- e. Employees would pay the full cost of the LTD premiums.
- f. The waiting period under the LTD plan is extended to 365 days and the coverage would be revised to a non-taxable 70% (for the first \$3,000; 50% for the remainder) of annual salary to a maximum of \$4,500 per month.

Attachment #1

Three-Part Combination Plan Diagram
 Using the current Sick Leave Banks and extending the wait to LTD



LETTER OF UNDERSTANDING #4

Between

THE CITY OF MEDICINE HAT

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)

RE: EXTENDED WORK WEEK SCHEDULES

The above stated parties to the Collective Agreement have agreed to the following Extended Work Week schedules in the following work groups in accordance with Article 14.2:

	The total regular hours per working shift is: (hours)	The average weekly hours per shift cycle will be: (hours)	The length of the shift cycle is: (days)	Lunch Breaks
Aquatics	4	40	7	No break
	6	40	7	No break
	8	40	7	1 paid 20 minute break
Arena	8	40	7	1 paid 20 minute break
Museum	7.25	36.25	7	1 unpaid 60 minute break
Environmental Utilities – Water & Sewer Field Operations	8	40	14	1 paid 20 minute break
Gas Production	8	40	14	1 paid 20 minute break
	10	40	14	1 paid 20 minute break
Parks (Campground & Facilities)	8	40	14	1 paid 20 minute break
Landfill and Waste Diversion	8, 9, 10, 11 or 12 (varies with job assignment)	40	14 or 28 (varies with job assignment)	1 paid 30 minute break
Transit	8	40	7	1 paid 30 minute break
Special Transit	8	40	7	1 unpaid 60 minute break

LETTER OF UNDERSTANDING #5

Between

THE CITY OF MEDICINE HAT

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 46

(Inside and Outside Workers)

RE: COMPRESSED WORK WEEK SCHEDULES

The above stated parties to the Collective Agreement have agreed to the following Compressed Work Week schedules in the following work groups in accordance with Article 14.3:

	The total regular hours per working shift is: (hours)	The average weekly hours per shift cycle will be: (hours)	The length of the shift cycle is: (days)	Lunch Break
Family Leisure Centre	8 and 9	40	14	1 paid 20 minute break
	10	40	28	1 paid 20 minute break
Transit (Maintenance Foreman)	10	40	7	1 unpaid 60 minute break
Waste Water Treatment Plant	10	40	14	1 paid 20 minute break
	12	40	14	2 paid 20 minute breaks
Kinplex	10	40	28	1 paid 20 minute break
Moose/ Hockey Hounds	9	40	14	1 paid 20 minute break
911	12	40	28	1 paid 45 minute break
	9.5	31.67	28	1 paid 45 minute break
Municipal Works	10	40	7	1 paid 20 minute break
Landfill and Waste Diversion	9 and 10	40	14 or 28 (varies with assignment)	1 paid 30 minute break
	11 and 12	40	14 or 28 (varies with assignment)	2 paid 20 minute breaks
ICS–Information Centre	8 and 9	40	14	1 unpaid 30 minute break
Gas Production	10	40	14	1 paid 20 minute break
Gas – Land and Production Accounting	8 and 9	40	14	1 paid 20 minute break
Parks – Turf Maintenance and Rough Mowing	10	40	7	1 paid 20 minute break

LETTER OF UNDERSTANDING #6

Between

THE CITY OF MEDICINE HAT

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)**

RE: STANDBY SCHEDULES

The above stated parties to the Collective Agreement have agreed to the following Standby schedules in the following work groups in accordance with Article 25.4:

	The minimum qualified employees to be on the stand-by list:	The standby order of the list of employees, based upon a draw of employees names shall rotate:	Day that standby starts	Prior to this date each year, employees shall indicate on the signup sheet if they will commit to standby-by rotation for the upcoming year:	The standby schedule shall be posted prior to this date each year:	If two (2) employees wish to exchange stand-by responsibilities, they shall both sign a form and submit it (prior to 4 pm on the Wednesday prior to the week that is affected by the exchange) to:
Waste Water Treatment Plant	2	By schedule	By schedule	Not Applicable	By Schedule	Not Applicable
Gas (Plant and Customer Service)	8	Weekly	Wednesday	December 1 st	December 15 th	Supervisor
Gas (Production – Alberta)	10	Weekly	Monday	December 1 st	December 15 th	Supervisor
Gas (Production – Saskatchewan)	4	Weekly	Monday	December 1 st	December 15 th	Supervisor
Parks and Outdoor Recreation	6	Weekly	Wednesday	April 1 st	April 15 th	Parks Design and Development Manager
Municipal Works	12	Weekly	Wednesday	December 1 st	December 15 th	Supervisor
ICS – Information Centre	3	Weekly	Wednesday	December 1 st	December 15 th	Information Centre Superintendent
Water Distribution & Wastewater Collection	8	Weekly	Tuesday	December 1 st	December 15 th	Manager of Field Operations

LETTER OF UNDERSTANDING #7

Between

THE CITY OF MEDICINE HAT

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 46

(Inside and Outside Workers)

RE: SUPPLYING UNIFORMS

The above stated parties to the Collective Agreement have agreed to issue uniforms to the following groups of employees in accordance with Article 46.4:

	Permanent Employees	Temporary Employees	How often is clothing replaced?	Is destroyed or lost clothing replaced at the employee's expense?
Police (Special Constables)	6 Shirts 2 Pairs of Pants 12 Pairs of Socks 1 Uniform Cap 1 Pair of Shoes 1 ID Badge (with wallet) 1 Duty Belt 1 Winter Hat 1 Pair Winter Boots 1 Fleece Jacket 1 All Season Jacket 1 Pair of Gloves 1 Pair of Cut Proof Gloves 1 Glove Pouch 1 Sam Browne Belt 1 Tie 1 Name Tag 1 Radio Clip 1 Pair of Handcuffs 1 Handcuff Pouch 1 Baton and Holder 1 Pepper Spray Holder 1 Body Armour	6 Shirts 2 Pairs of Pants 12 Pairs of Socks 1 Uniform Cap 1 Pair of Shoes 1 ID Badge (with wallet) 1 Duty Belt 1 Fleece Jacket 1 All Season Jacket 1 Pair of Gloves 1 Pair of Cut Proof Gloves 1 Glove Pouch 1 Sam Browne Belt 1 Tie 1 Name Tag 1 Radio Clip 1 Pair of Handcuffs 1 Handcuff Pouch 1 Baton and Holder 1 Pepper Spray Holder 1 Body Armour	As required, upon approval.	Yes (If clothing is destroyed as a result of on the job activities, replacement shall be at the employer's expense)

	Permanent Employees	Temporary Employees	How often is clothing replaced?	Is destroyed or lost clothing replaced at the employee's expense?
	1 Tunic			
Transit	6 Shirts (long or short sleeve) Golf shirt optional from shirt allocation. 3 Pairs of Pants 1 Pair of Shorts (optional from pant allocation) 1 All-Season Jacket with liner (every 3-4 years) 2 Sweaters 2 Ties	4 Shirts 2 Pairs of Pants 1 All-Season Jacket with liner after one year of service 1 Sweater 2 Ties	As needed with up to \$300 maximum per year.	No
Meter Readers	6 Shirts 3 Pairs of Pants 1 Uniform Cap 1 Pair of Shoes 1 ID Badge 1 Parka Jacket 1 Bomber Jacket 1 Summer Jacket 1 Pair of Snow Pants 2 Pairs of Winter Boots	3 Shirts 1 or 2 Pairs of Pants 1 Uniform Cap 1 Pair of Shoes 1 ID Badge 1 Bomber Jacket 1 Summer Jacket 2 Pairs of Winter Boots	As needed. (Employees are reimbursed for footwear after completion of their probationary period.)	Not Applicable
911 Communications Operators	4 Shirts with Flashes 4 Bottoms (Combination of Pants, Skirts, or Shorts) 1 Pair of Shoes 1 ID Badge 1 All Season Jacket 1 Sweater or Vest	Shirts with Flashes Bottoms (Combination of Pants, Skirts, or Shorts) Pair of Shoes ID Badge All Season Jacket Sweater or Vest Employees purchase up to \$150 for initial issue clothing purchase.	Permanent Employees as needed to a maximum of \$250/year Temporary employees as needed to a maximum of \$150/year	Yes if beyond yearly limit.

Aquatics

Number of Regular Scheduled Shifts per Week	# of T-Shirts	# of Shorts	How often is clothing replaced?	Is destroyed or lost clothing replaced at the employee's expense?
1-2	1	1	As needed	Yes
3-4	2	1*		
5	3	2		

* Males shall receive two (2) swim shorts

Staff assigned a regular shift as an Aquatics Instructor shall also be provided with one (1) singlet.

LETTER OF UNDERSTANDING #8

Between

THE CITY OF MEDICINE HAT

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46**

(Inside and Outside Workers)

RE: INSURANCE ON MECHANICS' TOOLS

The above stated parties to the Collective Agreement have agreed as part of the negotiated settlement that during 2003 the two parties shall investigate the various options in providing insurance on the personal tools of the Mechanics, Heavy Duty Mechanics and the Fleet Services Service Worker.

LETTER OF UNDERSTANDING #9

Between

THE CITY OF MEDICINE HAT

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)**

RE: RETRO-ACTIVE PAY CALCULATIONS FOR 2002

The above stated parties to the Collective Agreement have agreed as part of the negotiated settlement that the 2002 rates of pay as indicated in Appendix I and II shall not be implemented. In lieu of implementing the 2002 rates of pay, all CUPE members (permanent and temporary employees) who were employed in any bargaining unit classification during 2002 will be paid a retro-active wage adjustment calculated as three decimal three percent (3.3%) of their gross wages from December 13, 2001 to December 11, 2002 inclusive.

The 2003 rates of pay shall be implemented effective January 1, 2003 upon final ratification.

DATED THIS _____ DAY OF _____, 2003.

**Signed on Behalf of the
City of Medicine Hat**

Mayor

City Clerk

**Signed on Behalf of the Canadian Union of
Public Employees Local 46**

President

Table Officer