



Medicine Hat  
The Gas City

## COLLECTIVE AGREEMENT

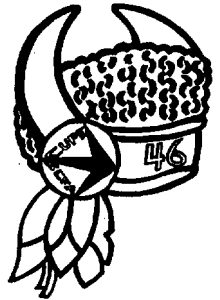
BETWEEN

THE CITY OF MEDICINE HAT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 46

(Inside and Outside Workers)



January 1, 2005 – December 31, 2008

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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 (Inside and Outside Workers)  
(hereinafter called the "Union")

Whereas negotiations have been completed between the City and the Union regarding conditions of employment and wages to be paid to employees of the City, the parties hereto agree together as follows:

1 TERM OF AGREEMENT

- 1.1 This Collective Agreement shall be in full force and effect as of the first day of January 2005 and shall continue in full force and effect until the 31<sup>st</sup> day of December 2008 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.
- 2.7 No official of the City shall use his position to obtain or solicit donations from employees for any purposes whatsoever.

### **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 at least three (3) working days in advance when possible.
- 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 bi-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.
- 4.8 The City shall provide the Union with the addresses and phone numbers of all employees as required.

## **5 MANAGEMENT RIGHTS**

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

## **6 RESIDENCE WITHIN CITY LIMITS**

6.1 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.

## **7 DISCRIMINATION AND HARASSMENT**

7.1 No employee shall be subject to 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.

7.2 All employees are entitled to a work environment that is free from harassment (occurring from unwelcome physical or verbal conduct that demeans, belittles, or causes personal humiliation / embarrassment) and 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.

7.3 An employee who believes he is the subject of discrimination, harassment, or sexual harassment should keep a record of dates, times, the nature of the behaviour and the names of any people who may have witnessed the incident(s). If an employee chooses to pursue a formal complaint, the complaint shall be filed and investigated as outlined in the City of Medicine Hat's "Equal Opportunity Policy". Such a complaint shall be deemed to be a grievance for the purposes of this Agreement.

## **8 DEFINITIONS**

8.1 Anniversary Date is the yearly date established by the commencement of latest period of continuous service.

8.2 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.

8.3 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.

8.4 City Grievance Committee when used in this Collective Agreement shall mean a Committee consisting of an Alderman appointed by the Corporate Services Committee, the Commissioner from the Division the grievance was initiated with and any one other Commissioner.

8.5 Continuous Service when used in this Collective Agreement shall mean the length of service without any break of greater than ninety (90) days.

8.6 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.

8.7 **Days** when used in this Collective Agreement shall mean calendar days, unless otherwise stipulated in this Collective Agreement.

8.8 **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) Corporate Asset Management, (e) Land and Properties

Development and Infrastructure Division

- (a) Solid Waste Collection, (b) Water Distribution and Wastewater Collection, (c) Waste Water Treatment Plant, (d) Landfill and Waste Diversion (d) Municipal Works, (f) Planning, Building and development

Public Services Division

- (a) Community Development, (b) Parks and Outdoor Recreation, (c) 9-1-1, (d) Cultural Development, (e) Transit

Energy Division

- (a) Gas Utility

Departments Reporting to City Council

- (a) City Clerk, (b) City Solicitor

Departments Reporting to Chief Administrative Officer

- (a) Business Support

police Service

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

8.9 **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.

8.9.1 **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.

8.9.2 **Temporary Employee** when used in this Collective Agreement shall mean a person who is hired to work in a position:

- (a) for seasonal, project, or heavy workload that does not normally exceed twelve (12) continuous months and that does not replace a permanent employee.

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 10.

(b) to fill *a* relief assignment.

- 8.10 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.
- 8.11 Layoff when used in this Collective Agreement 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.
- 8.12 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.
- 8.13 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.
- 8.14 Month when used in this Collective Agreement shall mean any period between the same dates in successive portions of the year (i.e., March 15<sup>th</sup> to April 15<sup>th</sup>).
- 8.15 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.
- 8.16 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.
- 8.17 Rates of Pay
- 8.17.1 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.
- 8.17.2 Basic Rate of Pay when used in this Collective Agreement shall mean the Classified Rate of Pay plus any service pay entitlement.
- 8.18 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 10.
- 8.19 Shift when used in this Collective Agreement shall mean the scheduled daily hours of work exclusive of overtime.
- 8.20 Supervisor when used in this Collective Agreement shall mean the employee's immediate non-union supervisor.
- 8.21 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.
- 8.22 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.



- 8.23** Week when used in this Collective Agreement shall mean any period made up of seven (7) consecutive calendar days (i.e., Wednesday to Tuesday).
- 8.24** The singular when used in this Collective Agreement shall mean and include the plural unless otherwise indicated in the context.
- 8.25** The masculine gender when used in this Collective Agreement shall mean and include the feminine unless otherwise indicated in the context.

**9** **SENIORITY**

- 9.1** 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.
- 9.2** The following order for the application of seniority shall apply:  
(a) first to permanent employees  
(b) second to temporary employees
- 9.3** 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
- 9.4** 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.
- 9.5** Seniority for temporary employees shall be based upon their accumulated regular hours paid.
- 9.6** 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.
- 9.7** An employee who is appointed to a position outside the Union's jurisdiction within the City service and, who after serving the trial period, 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.
- 9.8** An employee shall continue to accumulate seniority during periods of:  
(a) Approved sick leave (paid or unpaid)  
(b) Workers' Compensation  
(c) Long-Term Disability  
(d) Maternity / Parental Leave  
(e) General Holidays  
(f) Family Sick Leave  
(g) Bereavement Leave
- 9.9** An employee shall retain his seniority, but shall not accumulate seniority, during periods of unpaid leave (unless otherwise stipulated) or during layoff.

- 9.10 Where an employee leaves the City's service, or is dismissed for cause and is later re-engaged, his seniority shall date from the date of his re-engagement. If an employee is dismissed for cause and later reinstated through the grievance procedure, he shall suffer no loss of seniority.
- 9.11 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 registered letter of recall was sent, unless through sickness or other just cause approved by the City.
- 9.12 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
- 9.13 Seniority lists shall be sent to the Union and posted on all bulletin boards in March and August of each year.

## **10 APPOINTMENTS, VACANCIES AND NEW POSITIONS**

- 10.1 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.
- 10.1.1 The provisions to post a term position shall apply to the initial vacancy only and therefore any subsequent vacancies shall be filled as relief assignments. 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.
- 10.2 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).
- 10.3 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.
- 10.4 Bulletins shall be posted in all departments for seven (7) days.
- 10.5 No outside advertisement for any vacancy shall be placed until the applications of present union members have been thoroughly evaluated; 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.
- 10.6 All applications shall be processed in the following order:
- (a) firstly shall be from permanent employees, secondly shall be from temporary employees.
- 10.7 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.

- 10.8 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 Grade 12 academic requirement, then the employee shall be recognized as having the formal education equivalent for that position.
- 10.9 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.
- 10.10 For Environmental Utilities positions, if none of the applicants have the necessary qualifications, the following additional conditions shall apply:
10. 0.1 Until the employee has obtained the required qualification(s), the employee shall be paid in the posted classification range according to his actual qualifications at that time (i.e., WWTP Shift Operator Level II),
10. 0.2 Upon the attainment of the required qualification(s), the employee shall be paid in the posted classification range according to the qualifications that have been attained (i.e., WWTP Shift Operator Level III).
- 10.10.3 The same principle shall be applied when an employee is appointed to a relief assignment for a position having a higher classified rate of pay. The employee shall be paid in the classification range for the higher position according to his actual qualifications at that time (i.e., WWTP Shift Operator Level II, III or IV).
- 10.11 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.
- 10.12 Probationary Period
- 10.12.1 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.
- 10.12.2 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.
- 10.13 Trial Period
- 10.13.1 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.

- 10.14 After the appointment, the Union shall be notified, in writing, of the successful applicant's name and where applicable, the previous position vacated.

## **11 RELIEF ASSIGNMENTS AND TERM POSITIONS**

- 11.1 When a permanent position becomes temporarily vacant, the following shall occur:
- 11.1.1 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.
  - 11.1.2 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 11.2. The appointed employee(s) shall be paid at the higher classified rate of pay for each hour spent in the performance of these duties.
  - 11.1.3 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 11.2. The appointed employee shall be paid at the higher classified rate of pay for the duration of the relief assignment.
- 11.2 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:
- 11.2.1 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.
  - 11.2.2 The senior qualified employee(s) in the department shall fill temporary vacancies in excess of thirty (30) days.
  - 11.2.3 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. Where an employee has refused a relief assignment, he shall have no claim to that relief assignment in the event of a layoff. The City shall document such a refusal.
  - 11.2.4 Where no employee accepts the relief assignment the City may appoint the least senior qualified employee to the relief assignment.
  - 11.2.5 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.
  - 11.2.6 Once the initial temporary vacancy has been filled, subsequent vacancies may be filled from within the crew (or department if no crew exists).
- 11.3 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 in accordance with Article 10.
- 11.3.1 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.
  - 11.3.2 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.

- 11.3.3 Where the absent employee is unable to return to his employment within the two (2) year period, the person(s) appointed, in accordance with Article 11.3 above, shall be declared permanent in the position.
- 11.3.4 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.
- 11.4 In the event the City creates a term position of up to one year in duration, the position shall be filled in accordance with Article 11.2. 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 10.
- 11.5 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.
- 11.6 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.

## **12 LAYOFF AND RECALL**

### **12.1 Layoff**

- 12.1.1 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.
- 12.1.1.1 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 and shall update the information provided as new developments arise and modifications are made.
- 12.1.2 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.
- 12.1.3 In order that operations of the Union shall not become disorganized when layoffs are made, members of the Local Union Executive Board shall be the last persons laid off during their term of office unless such person would be affected by normal seasonal layoff.
- 12.1.4 Layoffs affecting permanent employees shall be determined based on bargaining unit seniority provided employees have the qualifications to perform the work remaining.
- 12.1.4.1 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.
- 12.1.5 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.
- 12.1.5.1 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.

**12.1.5.2** 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.

**12.1.6** 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.

**12.1.7** An employee on layoff must notify the Human Resources Department of any change to his telephone number or mailing address.

## **12.2** Recalls

**12.2.1** Recalls for permanent employees shall be in order of bargaining unit seniority provided the employee is qualified to do the work.

**12.2.2** Recalls for temporary employees shall be in order of seniority in the department provided the employee is qualified to do the work available.

**12.2.2.1** 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 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.

**12.2.2.2** 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).

**12.2.2.3** 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.

**12.2.2.4** 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.

**12.2.2.5** 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.

### **13 HOURS OF WORK**

- 13.1 The standard regular hours of work shall be:
  - 13.1.1 Thirty-six and one quarter ( $36\frac{1}{4}$ ) hours per week, Monday through Friday normally between 8:30 a.m. and 4:30 p.m. with a forty-five (45) minute unpaid lunch break; or,
  - 13.1.2 Forty (40) hours per week, Monday through Friday normally between 8:00 a.m. and 4:00 p.m. with a twenty (20) minute paid lunch break; or,
  - 13.1.3 Forty (40) hours per week averaged over a period of time when the regular work schedule repeats itself and may include working a Saturday and/or a Sunday.
- 13.2 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.
- 13.3 There shall be a minimum of eight (8) hours of rest between scheduled shifts. Those employees who work a twelve (12) hour shifts as part of their regular schedule shall have a minimum of twelve (12) hours of rest between scheduled shifts.
- 13.4 Unless otherwise agreed upon between the City and the Union, work schedules shall be posted in the Department at least twenty-eight (28) days in advance of the commencement of the schedule and shall include the daily hours of work, the length of the lunch break and the regularly scheduled days of rest, assigned to each employee.
- 13.5 The standard regular hours of work may be modified by altering the start and finish times 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 start and finish times and the length of time the altered schedule will be in place. Periods of more than three (3) months may be implemented with mutual agreement of the parties.
- 13.6 Employees may exchange shifts among themselves provided that they make such a request in writing to their Supervisor and the Supervisor approves the request. Shift exchanges shall only be granted under the condition that there shall be no increase in cost to the City.
- 13.7 The City may implement or modify compressed work week schedules under the conditions outlined in Appendix VIII.

### **14 OVERTIME**

- 14.1 Overtime shall apply for all hours worked in excess of the full time equivalent number of daily, weekly or average weekly regular hours, as defined in Article 13.
- 14.2 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.
- 14.3 Where an employee is required to work a combination of shifts (i.e., 7.25, 8, 10, 12 hour shifts) in a relief assignment 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.
- 14.4 The City shall endeavour where reasonable to allocate overtime equally among employees who are willing and qualified to perform work which is available.
- 14.5 All overtime work must be authorized by the employee's Supervisor or his designate.

- 14.6 The City shall not require any employee to take time off in lieu of overtime.
- 14.6.1 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.
- 14.6.2 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.
- 14.6.3 An employee shall only have the maximum equivalent of eighty (80) hours, at his classified rate of pay, in his overtime bank at any one time.
- 14.6.4 Once overtime is banked, it shall only be taken as time off in lieu of overtime and shall not be paid out.

## 15 **EMPLOYEE TRAINING AND MEETINGS**

- 15.1 For the purposes of this article, the following definitions shall apply:
- 15.1.1 **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.
- 15.1.2 **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.
- 15.1.3 **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.
- 15.1.4 **Meeting(s)**: shall mean an assembly of employees called by the City for work related discussions, outside of their regularly scheduled hours of work.
- 15.2 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.
- 15.2.1 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.
- 15.2.2 When the training or meeting occurs on a regular work day at a time other than that outlined in Article 15.2.1, 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.
- 15.2.3 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.
- 15.3 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 (i.e., National Lifeguard Service Award, Waste Water Treatment Operator Certification, Power



Engineering Certificate) shall be reimbursed for the respective fees upon prior approval and 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.

15.4 Temporary employees shall not be provided with line-of-progression training that permanent employees in the department have not had an opportunity to receive.

15.5 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.

15.6 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.

## 16 CALL OUT

16.1 Overtime work other than that which immediately follows or immediately precedes an employee's regularly scheduled 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 not receive any additional pay for these call outs. Any call that extends beyond the two (2) hours of receiving the initial call shall be paid for at double time (2X) for all hours so worked beyond the two (2) hour period.

16.2 Where a Facility Operator is required to conduct an inspection of a City facility or building on a Saturday, Sunday, or General Holiday, 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. A Facility Operator being "called out" to perform emergency work shall be paid in accordance with Article 16.1. Such call outs shall be only on the authority of his Supervisor or designate

16.3 Employees must record the time called out and the time finished work on their time sheets in order to qualify for call out pay.

16.4 Information and Computer Services employees on weekly stand-by who are called at home and are able to resolve user problems without traveling to a City facility, shall be paid as follows:

<b>For telephone calls lasting:</b>	<b>Payment shall be:</b>
Less than 15 minutes	Covered by weekly stand-by pay
More than 15 but less than 60 minutes	1 hour at overtime rates of pay
More than 60 but less than 120 minutes	2 hours at overtime rates of pay

## 17 WEATHER CONDITIONS

- 17.1 Permanent employees shall not be sent home from work due to weather conditions but may be assigned alternate duties 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.
- 17.2 Temporary employees who are required 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 classified rate of pay for that day.
- 17.3 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.
- 17.4 For periods of inclement weather of one day or less, temporary employees in the Parks Department who have reported to work (as per Article 17.2) but are unable to perform their regularly scheduled duties shall be sent home regardless of seniority. Employees able to carry out their regularly assigned duties shall remain at work, and employees with more seniority that are sent home shall continue to accumulate seniority on any regularly scheduled hours not worked that day.
- 17.4.1 If weather conditions continue into the next scheduled work day, tasks that can be performed during inclement weather shall be assigned to qualified employees in order of seniority. Employees who are assigned to work shall be paid at the classified rate of pay for the work being performed.

## 18 SALARIES AND WAGES

- 18.1 All employees shall be classified and shall not receive a lower rate of pay than his classification calls for.
- 18.2 Classified rates of pay for employees covered by this Collective Agreement shall be as prescribed in Appendix I and II as follows:
- 18.2.1 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".
- 18.2.2 The classifications and rates of pay in Appendix II shall not be subject to the provisions of the Job Evaluation Plan and Manual.
- 18.3 A newly hired employee 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.
- 18.4 Where an employee is appointed for a period of at least one (1) hour or more per day to temporarily perform the duties of a position having a higher classified rate of pay, such employee shall be paid at the classified rate of pay for that position for each hour worked in that classification.
- 18.5 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.
- 18.6 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.
- 18.6.1 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.

**18.7** Paid leaves shall normally be paid at the employee's classified rate of pay. Any employee working in a higher classification with a higher rate of pay immediately prior to taking a leave (as defined in Article 18.7.1 below) shall be paid during such leave at that classified rate providing that he has been working full time at that classified rate for at least thirty (30) days immediately preceding commencement of such leave. Any employee working full time in more than one higher classification for at least thirty (30) days immediately preceding commencement of such leave, shall be paid at the basic rate of pay for the classification that the employee worked the majority of the hours during the thirty (30) days. 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 the leave.

**18.7.1** The paid leaves referred to in Article 18.7 shall include sick leave, family sick leave, vacation, bereavement leave, general holidays, employee training and meetings, workers' compensation and jury or witness duty.

## **19** RETROACTIVE PAY

**19.1** 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.

**19.2** If retroactive pay cannot be processed by direct deposit, the employee shall request such pay within sixty (60) days after the issuing of retroactive pay cheques.

## **20** PAY DAYS

**20.1** Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from 12:01 am. Thursday to midnight Wednesday inclusive.

**20.2** 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.

**20.3** The City may delay a pay day by one day for a specific pay period by giving three (3) months notice to the Union.

## **21** TIME SHEETS

**21.1** 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.

## **22** PAY QUERIES

**22.1** 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.

**22.2** 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.

**23 SHIFT DIFFERENTIAL**

23.1 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 am shall receive a shift differential of eighty cents (\$0.80) for every hour worked on that shift.

The shift differential shall be further amended to the following rates:

- (a) effective January 18, 2007 - ninety five cents (\$0.95) per hour
- (b) effective January 3, 2008 - one dollar (\$1.00) per hour.

23.2 Shift differential shall not be paid for any overtime hours worked.

23.3 Shift differential shall be paid when, as part of his regular schedule, an employee is required to work on a general holiday.

**24 STANDBY PAY**

24.1 Standby pay of two hundred dollars (\$200.00) shall be paid to an employee who is required by his department to remain on call for the seven (7) consecutive day period.

24.2 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 sixty cents (\$1.60) per hour for each hour designated as standby,

24.3 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.

	The minimum number of qualified employees on the stand-by list:	The order of the employees, based upon a draw of names, shall rotate:	Day that stand-by starts:	Date employees shall indicate if they will commit to stand-by for the upcoming year:	Date the stand-by schedule shall be posted:
Waste Water Treatment Plant	2	On employee's work schedule	On employee's schedule	Not applicable	On employee's schedule
Gas (Plant and Customer Service)	8	Weekly	Wednesday	December 1 <sup>st</sup>	December 15 <sup>th</sup>
Gas (Production - )	10	Weekly	Monday	December 1 <sup>st</sup>	December 15 <sup>th</sup>
Gas (Production - )	4	Weekly	Wednesday	December 1 <sup>st</sup>	December 15 <sup>th</sup>
Parks and Outdoor Recreation	6	Weekly	Wednesday	April 1 <sup>st</sup>	April 15 <sup>th</sup>
Municipal Works	12	Weekly	Wednesday	December 1 <sup>st</sup>	December 15 <sup>th</sup>
ICS - Information Centre	3	Weekly	Wednesday	December 1 <sup>st</sup>	December 15 <sup>th</sup>
Water Distribution and Wastewater	8	Weekly	Tuesday	December 1 <sup>st</sup>	December 15 <sup>th</sup>

**25 SERVICE PAY**

- 25.1 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

**26**      **TOOL ALLOWANCE**

- 26.1      The City shall reimburse permanent Mechanics and Heavy Duty Mechanics up to four hundred and fifty dollars (\$450.00) per calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) towards the cost of appropriate shop tools upon presentation of a receipt(s) showing proof of purchase.
- 26.2      The City shall 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. Effective January 1, 2006, the tool allowance shall be further amended to one hundred dollars (\$100.00) per calendar year.

**27**      **USE OF EMPLOYEES' VEHICLES**

- 27.1      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.
- 27.2      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.
- 27.3      For Meter Readers and Tax Assessors during the winter months (December 1<sup>st</sup> to March 1<sup>st</sup>), 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.

**28**      **EXPENSES OUTSIDE CITY LIMITS**

- 28.1      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 15:

**29**      **LEGAL EXPENSES**

- 29.1      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.

**30**      **HEALTH AND INSURANCE**

- 30.1      The City shall maintain the following group health and insurance plans subject to the various conditions and cost sharing as indicated.
- 30.1.1      Alberta Health Care: All permanent employees shall be eligible for coverage. The City shall pay forty percent (40%) and the employee shall pay sixty percent (60%) of the required premium.
- 30.1.1.1      All temporary employees with two thousand (2000) regular hours paid shall be eligible for coverage. The City shall pay seventy (70%) and the employee shall pay thirty (30%) of the required premium.
- 30.1.2      Extended Health Care: Permanent employees, and temporary employees with twelve (12) months of continuous service, shall be eligible to participate in the plan which provides coverage for prescription drug benefits, hospital benefits, health benefits, vision care benefits and out-of-province emergency travel benefits. The City shall pay one hundred percent (100%) of the required premium.

- 30.1.3 Dental Plan: Permanent employees shall be eligible to participate in the plan which provides coverage for basic benefits, periodontic benefits, extensive benefits and orthodontic benefits. The City shall pay one hundred percent (100%) of the required premium.
- 30.1.4 Long Term Disability: Permanent employees shall participate in the plan which provides coverage after three hundred and sixty-five (365) days of disability at seventy percent (70%) of the employee's first three thousand dollars (\$3,000.00) of monthly salary, plus an additional fifty percent (50%) of the employee's monthly salary in excess of three thousand dollars (\$3,000.00), to a maximum of four thousand five hundred dollars (\$4,500.00) per month. The employee shall pay one hundred percent (100%) of the required premium.
- 30.1.5 Life Insurance: Permanent employees shall participate in the plan which shall provide life insurance benefits in the amount of two times (2X) annual salary to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The City shall pay one hundred percent (100%) of the required premium.
- 30.1.6 Dependent Life Insurance: Permanent employees shall participate in the plan which shall provide dependent life insurance benefits in the amount of ten thousand dollars (\$10,000.00) for an employee's spouse and five thousand dollars (\$5,000.00) for an employee's dependent child. The City shall pay one hundred percent (100%) of the required premium.
- 30. .7 Accidental Death and Dismemberment Insurance: Permanent employees shall participate in the plan which provides insurance benefits up to two times (2X) annual salary to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The City shall pay one hundred percent of the required premium.
- 30. .8 Employee Assistance Program: Permanent employees, and temporary employees with two thousand (2000) regular hours paid, shall be eligible to participate in the plan.
- 30.2 Where the benefits in this article are provided through insurance obtained by the City, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriter(s) of the plan(s).
- 30.3 Any changes to the group health and insurance plans that would, in any way, decrease the present coverage shall first be ratified by the Union, unless such changes are beyond the control of the City.
  - 30.3.1 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.
- 30.4 For the first six (6) months that an employee is eligible to receive long-term disability benefits, the City shall pay the full amount of the required premium to ensure continuation of all group health and insurance benefits which the employee carried at the commencement of long-term disability. If the employee has not returned to work after the six (6) month period from commencement of long-term disability, he shall be required to pay the full premium (both the City and employee share) for those health and insurance benefits he chooses to participate in. This payment shall be made by post dated cheques.

**31 PENSION PLAN**

- 31.1 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.

## **32 VACATION**

- 32.1 All permanent employees shall receive annual vacations with pay as follows:
- 32.1.1 From commencement of continuous employment to two thousand (2,000) regular hours paid, 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.
  - 32. .2 From two thousand (2,000) regular hours paid 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.
  - 32. .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.
  - 32.1.4 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.
  - 32.1.5 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.
- 32.2 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.
- 32.3 An employee shall utilize vacation such that, as of December 31<sup>st</sup> 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 1<sup>st</sup> to his supervisor, in order to carry accrued vacation in excess of his annual vacation entitlement into the next year.
- 32.4 An employee may take his vacation at any time during the calendar year.
- 32.4.1 Prior to March 1<sup>st</sup> 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 1<sup>st</sup> of each year to be taken between May 1<sup>st</sup> of the current year and April 30<sup>th</sup> of the following year.
  - 32.4.2 By May 1<sup>st</sup> 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.
  - 32.4.3 If no preference is indicated by the employee prior to April 1<sup>st</sup>, the employee will have to schedule his vacation at a time that is left unscheduled.
  - 32.4.4 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.
- 32.5 All temporary employees who have not yet accumulated four thousand (4,000) regular hours paid shall be paid vacation pay calculated at four percent (4%) of their classified rate(s) of pay multiplied by their regular hours paid in each bi-weekly pay period. Upon the accumulation of four thousand (4,000) regular hours paid, employees shall be paid vacation pay calculated at six percent (6%) of their classified rate(s).

**32.6** 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.

**32.6.1** 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.

### **33**      **GENERAL HOLIDAYS**

**33.1** The following shall be recognized as General Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. All other general holidays proclaimed by the City of Medicine Hat, the Government of Alberta or the Government of Canada, shall also be recognized as general holidays except when replacing any of the above named holidays, in which case the lieu day only shall be recognized.

**33.2** Permanent employees who are employed on March 31<sup>st</sup> of each year and whose work schedule does not normally include a Saturday and/or a Sunday 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. Those employees whose work schedule occasionally changes to include a Saturday and/or a Sunday because of a standby rotation shall be entitled to the floater holiday.

### **34**      **PAY ON GENERAL HOLIDAYS**

**34.1** A permanent employee shall receive general holiday pay of an amount equal to his classified rate of pay multiplied by his regular daily hours.

**34.1.1** When a general holiday falls on a Saturday and/or a Sunday, employees whose work schedule does not include a Saturday and/or a Sunday shall receive the next regular scheduled work day(s) immediately following the holiday(s) off with pay in lieu of the general holiday.

**34.1.2** Employees whose work schedule does include working a Saturday and/or a Sunday shall observe and be paid for each general holiday on the day that it falls and no lieu day shall be named.

**34.2** A temporary employee shall receive general holiday pay of four point six percent (4.6%) of his classified rate(s) of pay multiplied by his regular hours paid in each bi-weekly pay period.

**34.3** When a general holiday falls on an employee's regular work day and he is required to work, he shall be paid at two times (2x) his classified rate(s) of pay for each hour worked in addition to his general holiday pay.

**34.4** For employees whose work schedule does include working a Saturday and/or a Sunday and a general holiday falls on the employee's regular work day but he is not required to work, he shall be given at least fourteen (14) days prior notice that he is not required to work. Where some employees are required to work and others are not required to work, the City shall endeavour to rotate the selection of employees required to work as evenly as possible.

**34.5** For the purposes of determining general holiday pay entitlement, "General Holiday" shall mean the twenty-four (24) hour period from midnight to midnight that the General Holiday is observed.



**35**      **LEAVE OF ABSENCE**

- 35.1      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.
- 35.2      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.
- 35.3      During a leave of absence for any period in excess of fourteen (14) days, sickness, vacation and seniority accumulations shall be suspended.
- 35.3.1    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.
- 35.4      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**      **UNION LEAVE**

- 36.1      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.
- 36.2      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.
- 36.3      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 (pro-rated) as may be appropriate. Payment shall be made by the Union upon receipt of such billing.

**37**      **MATERNITY LEAVE**

- 37.1      For the purposes of this article, the following definitions shall apply:
- 37.1.1    "Maternity leave" shall mean the total period of time the employee is absent and is comprised of health-related and voluntary periods combined.
37. .2    "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.
37. .3    "Health-related Maternity Leave" shall mean the portion of maternity leave which the employee is absent due to medical reasons.
- 37.1.4    "Voluntary Maternity Leave" shall mean the portion of maternity leave which is not health-related.
- 37.2      Application for maternity leave shall be submitted in writing to the employee's department head not less than twelve (12) weeks prior to the estimated date of delivery. Such leave shall normally commence anytime in the twelve (12) weeks prior to the estimated date of delivery or earlier, if in the opinion of the employee's physician, an earlier commencement is necessary.
- 37.3      Maternity leave shall not normally exceed fifteen (15) weeks following the date of delivery unless extended on the advice of the employee's physician.

- 37.4 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.
- 37.5 During the health-related portion of maternity leave, an employee in receipt of payments from Employment Insurance shall, upon application and supported by proper medical documentation, be paid by the City, the difference between her regular bi-weekly earnings and her bi-weekly Employment Insurance benefit so that the two combined equal ninety-five percent (95%) of her regular bi-weekly earnings. 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.
- 37.6 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 by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.
- 37.7 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.
- 37.8 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.
- 37.9 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.

### **38 PARENTAL LEAVE**

- 38.1 The City shall grant 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 (30<sup>th</sup>) week of absence.
- 38.2 Application for parental leave should be submitted in writing to the Employee's department head, if possible, not less than twelve (12) weeks prior to the commencement of the leave.
- 38.3 If both parents work for the City, they may share the leave to a maximum of thirty-seven (37) weeks. Parents may be granted leaves at the same time depending on the City's operational requirements.
- 38.4 During the period of 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 by post-dated cheques prior to the date of expected commencement of parental leave.
- 38.5 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.
- 38.6 Employees returning to work from parental leave are requested to give the Employee's department head four (4) weeks notice of the intention to return to work.
- 38.7 Upon return to employment the employee shall be reinstated to the same classified position, as was in effect at the time that parental leave commenced and, provided the employee returns to work, he shall be credited with full seniority and sick leave accumulations for the period of leave. Further, provided the employee returns to work for at least thirty (30) days, he shall be credited with full vacation accumulation for the period of leave.

38.8 Parental leave shall be available within one (1) year from the date that the child arrives home.

**39 BEREAVEMENT LEAVE**

<b>EMPLOYEE</b>	<b>CURRENT SPOUSE</b>
Grandparent	Grandparent
Parent	Parent
Sibling	Sibling
Spouse of sibling	
Spouse	
Child	
Son-in-law / Daughter-in-law	
Grandchild	

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.

39.2 Bereavement leave at the employee's classified rate of pay shall be granted, upon request, in the event of the death of a member of the employee's immediate family. Bereavement leave shall be taken within fourteen (14) days of the death, or a longer period if mutually agreeable between the employee and his supervisor, as follows:

39.2.1 Temporary employees with four thousand (4,000) or more regular hours paid and permanent employees shall receive three (3) regularly scheduled working days with pay. Bereavement leave shall be extended by an additional two (2) regularly scheduled working days with pay in the event of the death of an employee's spouse or child and/or an additional two (2) regularly scheduled working days with pay if the employee is required to travel in excess of five hundred (500) kilometres one way from his residence in order to attend the funeral of an immediate family member.

39.2.2 Temporary employees with one thousand (1,000) or more regular hours paid but less than four thousand (4,000) regular hours paid shall receive three (3) regularly scheduled working days with pay.

39.2.3 Temporary employees with less than one thousand (1,000) regular hours paid shall receive one (1) regularly scheduled working day with pay.

39.3 Recognizing that circumstances which call for bereavement leave vary by individual, the City shall, upon request, grant up to ten (10) additional working days of bereavement leave.

39.3.1 An employee may also request approval for additional leave, as reasonably necessary, with the provision that all applications for such extensions must be submitted at the time of the original request unless extenuating circumstances justify otherwise.

39.3.2 An employee may take such leaves without pay or may utilize vacation pay or banked overtime.

39.4 An employee shall be allowed one (1) working day off without pay to attend a funeral to act as a pallbearer.

39.5 The City may request proper evidence to substantiate any application for bereavement leave.

#### **40 SICK LEAVE**

40.1 The sick leave plan and the short-term disability plan are income protection insurance benefits provided by the City when an employee is unable to work due to a non-occupational injury and/or illness. Each temporary employee with more than two thousand (2,000) regular hours paid and each permanent employee shall accumulate sick leave at the rate of 0.0692 hours for each regular hour paid to a maximum equivalent of two hundred (200) days, depending upon the employee's standard regular hours of work (i.e., 1,600 hours for employee's working a forty hour work week).

40.2 When an employee is unable to perform the duties of his classified position, or is unable to perform modified work as provided under the City's Disability Management Policy, he shall receive sick leave at his classified rate of pay provided that he has sufficient accumulated sick leave to cover such absence. Sick leave taken shall be deducted from the employee's total accumulated sick leave on an hourly basis.

40.2.1 When an employee is making a claim for sick leave in excess of three (3) consecutive working days, he may be required to provide satisfactory proof of illness and/or injury to the City. Notwithstanding the foregoing, the City reserves the right to request satisfactory proof of illness and/or injury for just and reasonable cause at any time when a claim for sick leave is being made.

40.2.2 In the event that a permanent employee does not have sufficient accumulated sick leave to cover all or part of his absence from work, he shall receive seventy percent (70%) of his classified rate of pay from the short-term disability plan from the thirty-first (31<sup>st</sup>) day of disability or the day that he exhausts his accumulated sick leave, whichever day is latest. Payment from the short-term disability plan shall continue to the three hundred and sixty-fifth (365<sup>th</sup>) day of disability. The employee shall not accrue sick leave while receiving short-term disability benefits. All other group health and insurance benefits shall remain in effect while the employee is in receipt of short-term disability.

40.2.2.1 If an employee does not have sufficient accumulated sick leave or vacation to cover the first thirty (30) days of his absence from work, he shall be granted a leave of absence. All other benefit entitlements shall remain in effect for the duration of the leave.

40.2.2.2 If an employee in receipt of sick leave and/or short-term disability returns to regular duties and a recurrence of the same illness and/or injury occurs within thirty (30) calendar days, the employee shall again be paid from the sick leave plan or the short-term disability plan.

40.3 An employee who becomes ill or injured while on vacation may apply and shall be allowed to use sick leave and have his vacation rescheduled at a later date subject to providing satisfactory proof of illness and/or injury to the City.

**41      DISABILITY MANAGEMENT PROGRAM**

- 41.1      An employee who is sick, injured or disabled and is unable to perform the regular duties of his position shall be provided with modified and/or alternate work as outlined in the City's Disability Management Policy and consistent with the following principles:
- 41.1.1    There shall be no alteration to any employee's status (permanent or temporary) nor shall there be any change to his eligibility to participate in the group health and insurance or pension plans as a result of an accommodation.
- 41.1.2    No other permanent employee shall be subject to layoff as a result of an accommodation. If a temporary employee is laid off because an employee is accommodated, the City shall endeavour to find another position for the effected temporary employee.
- 41.1.3    No employee shall be removed from the bargaining unit without mutual agreement of the City and the Union.
- 41.1.4    The Union shall be involved in the disability management process as outlined in the City's Disability Management Policy.
- 41.2      Notwithstanding the above, the obligation of the City, the Union or the employee shall not exceed the point of undue hardship.

**42      FAMILY SICK LEAVE**

- 42.1      If no one else is available to care for the needs of an immediate family member who is ill, an employee shall be allowed to draw from his sick leave accumulation to a maximum equivalent of one week depending upon his standard regular hours of work, per calendar year.
- 42.2      The employee shall notify his Supervisor of the time required as soon as possible.
- 42.3      The employee must complete and submit the appropriate request form to his General Manager through his Supervisor.
- 42.4      Upon approval by the General Manager, the employee shall be paid from his sick leave accumulation.

**43      COMPENSATION FOR INJURIES**

- 43.1      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 classified rate for which he was paid before such injury for twenty-eight (28) days 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 twenty-eight (28) days, then the employee receives ninety percent (90%) of the classified rate for which he was paid before such injury, for the balance of compensation on that claim.
- 43.2      The benefit under this article shall not be paid to the employee after the expiration of three (3) years from the date of such injury.
- 43.3      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.
- 43.4      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.

**44**     JURY OR WITNESS DUTY

- 44.1     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.

**45**     SAFETY

- 45.1     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.
- 45.2     The Union and the City shall co-operate to promote the safety and health of employees.
- 45.3     Health and Safety Committees shall be established which shall hold regularly scheduled meetings in accordance with the City's Health and 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.
- 45.4     The City or the Union shall have the right to call a meeting and/or inspection at anytime to deal with an immediate health and safety issue.
- 45.5     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.
- 45.6     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.

**46**     PROTECTIVE CLOTHING AND EQUIPMENT

- 46.1     The City shall provide employees with the personal protective safety equipment necessary to carry out their assigned tasks in a safe and healthy manner.

Protective clothing such as rubber boots, rain suits, gloves / mitts, 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 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 forty dollars (\$40.00) per year.
  - 46.3.3 Temporary employees, upon initial employment with the City, are entitled to a maximum of eighty dollars (\$80.00), and thereafter are entitled to an additional forty dollars (\$40.00) on June 1st in each subsequent year that the employee is recalled and actively working.
  - 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 sixty dollars (\$160.00).
- 46.4 The following employees shall be supplied with uniforms as indicated in Appendix XI:
  - (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.
- 46.8 Cabs shall be supplied on all open equipment, either permanent or portable cabs, where practical and possible.
- 46.9 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.

46.10 The City shall provide prescription safety eyeglasses in accordance with the City's Occupational Vision Care Program.

**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 verbal warning, 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 The City and the Union agree that they will endeavor to share as much information as is possible with each other in an effort to promote good labour relations, improved communication, a better understanding of the established facts and timelier resolutions to issues being grieved.

48.6.1 With respect to job posting grievances alleging improper selection, the City agrees that, at the time the Union advises the City it is advancing the grievance to step 1, the City shall provide the Union's National Representative and/or the Union Executive, upon their request,



the information relating to the qualifications of the successful incumbent(s) and grievor(s) including their letters of application for the position, resumes, copies of relevant certificates and diplomas if available, and test results. Said Union representatives shall keep such information confidential and shall not provide such information to anyone other than their legal representative.

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

48.7.1 **Step 1:** A meeting of the Parties shall be held within ten (10) days of the filing of the grievance with the appropriate Supervisor(s) to share information, to discuss and clarify the issue(s) / facts and to clarify the remedy sought by the grievor(s). The Supervisor shall communicate his decision to the Union in writing within ten (10) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying Human Resources in writing within ten (10) days of the Supervisor's decision.

48.7.2 **Step 2:** A meeting of the Parties shall be held within fourteen (14) days to present the grievance to the appropriate General Manager. The decision of the General Manager shall be communicated to the Union in writing within fourteen (14) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying Human Resources in writing within fourteen (14) days of the General Manager's decision.

48.7.3 **Step 3:** A meeting of the Parties shall be held within forty (40) days to present the grievance to the City Grievance Committee. The decision of the City Grievance Committee shall be communicated to the Union in writing within fourteen (14) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying Human Resources in writing within forty (40) days of the City Grievance Committee's decision.

48.7.4 **Step 4:** A single arbitrator shall hear the grievance as follows:

- 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.
- The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.
- 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).
- The arbitration award shall be final and binding on both parties and shall be handed down as expeditiously 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.

# APPENDIX I - MAIN WAGE SCHEDULE

Range	January 1, 2005		January 1, 2006		June 22, 2006		January 18, 2007		January 3, 2008	
	Start	Job	Start	Job	Start	Job	Start	Job	Start	Job
1	13.54	5.61	13.98	16.12	14.01	16.16	14.50	16.72	15.01	17.31
2	14.02	5.09	14.48	16.62	14.52	16.66	15.02	17.24	15.55	17.85
3	14.52	5.59	14.99	17.13	15.03	17.17	15.56	17.77	16.10	18.40
4	15.01	7.08	15.50	17.63	15.53	17.68	16.08	18.30	16.64	18.94
5	15.50	17.57	16.01	18.15	16.05	18.19	16.61	18.83	17.18	20.00
6	15.99	18.06	16.51	18.65	16.55	18.69	17.13	19.35	17.73	20.03
7	16.49	18.56	17.02	19.16	17.07	19.21	17.66	19.88	18.28	20.58
8	16.97	19.04	17.53	19.66	17.57	19.71	18.18	20.40	18.82	21.12
9	17.47	19.54	18.04	20.18	18.08	20.23	18.72	20.93	19.37	21.67
10	17.96	20.03	18.54	20.68	18.59	20.73	19.34	21.44	19.94	22.22
11	18.45	20.52	19.05	21.19	19.10	21.24	19.77	21.99	20.46	22.76
12	18.94	21.01	19.56	21.69	19.60	21.75	20.29	22.51	21.00	23.30
13	19.44	21.51	20.07	22.21	20.12	22.26	20.82	23.04	21.55	23.85
14	19.92	21.99	20.57	22.71	20.62	22.77	21.34	23.56	22.09	24.39
15	20.42	22.49	21.08	23.22	21.14	22.80	21.88	24.09	22.64	24.94
16	20.91	22.98	21.59	23.72	21.64	23.78	22.40	24.62	23.18	25.48
17	21.40	23.47	22.10	24.24	22.15	24.30	22.93	25.15	23.73	26.03
18	21.89	23.96	22.60	24.74	22.66	24.80	23.45	25.67	24.27	26.57
19	22.39	24.46	23.11	25.25	23.17	25.32	23.98	26.20	24.82	27.12
20	22.87	24.94	23.62	25.75	23.68	25.82	24.50	26.72	25.36	27.66
21	23.37	25.44	24.13	26.27	24.19	26.33	25.04	27.25	25.91	28.21
22	23.86	25.93	24.63	26.77	24.69	26.84	25.56	27.78	26.45	28.75
23	24.35	26.42	25.15	27.28	25.21	27.35	26.09	28.31	27.00	29.30
24	24.84	26.91	25.65	27.78	25.71	27.85	26.61	28.83	27.54	29.84
25	25.34	27.41	26.16	28.30	26.22	28.37	27.14	29.37	28.08	30.38
26	25.82	27.89	26.66	28.80	26.73	28.87	27.66	29.88	28.63	30.93
27	26.32	28.39	27.18	29.31	27.24	29.39	28.20	30.41	29.18	31.48
28	26.81	28.88	27.68	29.81	27.75	29.89	28.72	30.94	29.72	32.02
29	27.30	29.37	28.19	30.33	28.26	30.40	29.25	31.47	30.27	32.57
30	27.79	29.86	28.69	30.83	28.76	30.91	29.77	31.99	30.81	33.11
31	28.29	30.36	29.21	31.34	29.28	31.42	30.30	32.52	31.36	33.66

<b>MAIN WAGE SCHEDULE</b>
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Classification	Range
Accounting Clerk I	9
* Accounting Clerk II	12
Accounting Clerk III	14
Accounting Clerk IV	16
Accounting Clerk V	17
Administrative Coordinator	18
Administrative Coordinator II	19
Administrative Support I	10
Administrative Support II	11
Administrative Support III	12
Administrative Support IV	13
Administrative Support V	14
Administrative Support VI	15
Administrative Support VII	16
Administrative Support VIII	17
Aquatic Leader	15
Aquatic Programmer	22
Archives, Art Gallery Museum Assistant	13
Archivist	25
* Assessor Trainee I	13
* Assessor Trainee II	15
* Assessor Trainee III	17
* Assessor Trainee IV	19
Audience Services Coordinator	14
Billing Technician	17
* Building Safety Codes Officer I	21
* Building Safety Codes Officer II	22
* Building Safety Codes Officer III	23
* Buyer I	14
* Buyer II	19
* Buyer III	28
Carpenter	19
Cashier	8
Clerk I	5
Clerk II	6
Clerk III	7
Clerk IV	8
Clerk V	9
Clerk VI	10
Clerk VII	11
Clerk VIII	12
Clerk IX	13
Clerk X	14
Clerk XI	15
Clerk XII	16

Classification	Range
Collections Officer	18
Community Education Coordinator	16
Communications Operator - 911	18
Crew Chief I	15
Crew Chief II	16
Crew Chief III	17
Crew Chief IV	18
Crew Chief V	19
Crew Chief VI	20
Curator	25
Curatorial Assistant	13
Customer Service Representative	14
Display Technician	8
Drafting Technician I	12
Drafting Technician II	13
Drafting Technician II-B	16
Drafting Technician III	19
Drafting Technician IV	23
* Electrical Safety Codes Officer	24
Engineering Technician	19
Environmental Management Technician	22
Environmental Utilities Compliance Technologist (Level I)	23
Environmental Utilities Compliance Technologist (Level II)	25
Environmental Utilities Compliance Technologist (Level III)	27
Equipment Operator - Class I (not licensed)	6
Equipment Operator - Class I (licensed)	7
Equipment Operator - Class II	8
Equipment Operator - Class III	12
Equipment Operator - Class IV	13
Facilities Operations Supervisor	25
Facility Cleaner	2
Facility Coordinator	17
Facility Maintenance Supervisor	24
Facility Operator II	11
Facility Operator III	12
Facility Operator IV	13
Facility Operator V	14
Facility Operator VI	15
Facility Operator VII	16
Facility Operator VIII	17
Facility Worker I	4
Facility Worker II	5
Fleet Foreman	28
* Gas Engineering Technician I	8
* Gas Engineering Technician II	17
* Gas Engineering Technician III	25
* Gas Engineering Technician IV	27

Classification	Range
Gas Field Labourer	6
* Gas Field Operator I	11
* Gas Field Operator II	16
* Gas Field Operator III	21
* Gas Field Operator IV	24
* Gas Production Accountant I	9
* Gas Production Accountant II	16
* Gas Production Accountant III	24
Gas Technician I	15
Gas Technician II	20
Gas Technician III	25
Gas Utility Worker I	6
Gas Utility Worker II	12
Gas Utility Worker III	17
* Gas / Plumbing Safety Codes Officer	24
* GIS / Engineering Technologist	18
Heavy Duty Mechanic	25
* HVAC Technician	25
Information Technician	18
Irrigation Technician	19
Joint Interest Accounting Assistant	17
Laboratory Technician	15
* Land Administrator A - Mineral	8
* Land Administrator B - Mineral	14
* Land Administrator C - Mineral	20
* Land Administrator D - Mineral	24
* Land Administrator E - Mineral	26
* Land Administrator A - Surface	8
* Land Administrator B - Surface	13
* Land Administrator C - Surface	18
* Land Administrator D - Surface	22
* Land Administrator E - Surface	24
* Land Systems Administrator	28
License Inspector	21
Lifeguard I	9
Lifeguard II	13
Mailroom Clerk	4
Mailroom Clerk II	11
Maintenance Worker I	9
Maintenance Worker II	10
Maintenance Worker III	11
Maintenance Worker IV	12
Maintenance Worker V	13
Maintenance Worker VI	14
Maintenance Worker VII	15
Maintenance Worker VIII	16
Maintenance Worker X	18

<b>Classification</b>	<b>Range</b>
Maintenance Worker XI	19
Maintenance Worker XII	20
Maintenance Worker XIV	22
Mechanic	23
Meter Data Clerk	11
Meter Reader i	7
Meter Reader II	9
Meter Reader III	14
Meter Reader Team Leader	18
* Municipal Works Engineering Technologist	26
Office Support Analyst	14
Overload Clerical	1
Parks Equipment Technician	20
Payables Coordinator	26
Payroll Technician	17
Planning Assistant	16
* Planning Officer	23
Police Clerk	13
* Programmer / Analyst	23
Property Administrator	20
Purchasing Assistant	13
Quality Assurance Clerk	15
Quality Assurance Coordinator - 911	19
Registrar / Records Coordinator	17
Residual Handling Facility Technologist	21
Sales and Marketing Officer	20
Sanitation Worker I	11
Sanitation Worker II	12
Sanitation Worker III	14
Scale Operator	11
Special Constable	20
Special Constable - Exhibit Control	18
Senior Accounts Payable Clerk	18
Senior Billing Technician	19
Senior Customer Service Representative	16
Senior Facility Operator I	16
Senior Facility Operator II	17
Senior Facility Operator III	18
Senior Facility Operator IV	19
Senior Facility Operator VI	21
Senior Facility Operator VII	22
* Senior Programmer / Analyst	27
* Senior Tax Assessor	27
Storekeeper I - Fleet	11
Storekeeper I - Purchasing	12
Storekeeper II	16
Storekeeper III	19

<b>Classification</b>	<b>Range</b>
Supervisor I	17
Supervisor II	18
<sup>A</sup> Supervisor III	19
<sup>A</sup> Supervisor IV	20
Supervisor IX	25
Supervisor V	21
Supervisor VI	22
Supervisor VII	23
Supervisor VIII	24
Supervisor X	26
Supervisor XI	27
Supervisor XII	28
Supervisor XVI	31
Surveyor I	11
Surveyor II	17
Surveyor III	20
System Coordinator	18
Systems Support Technician	17
* Tax Assessor	21
Technical Analyst I - Information Centre	<sup>***</sup> 16
Technical Analyst I - Systems Operations	17
Technical Analyst I - Technical Services	17
Technical Analyst II - Information Centre	20
Technical Analyst II - Systems Operations	20
Technical Analyst II - Technical Services	20
Technical Analyst III - Information Centre	24
Technical Analyst III - Systems Operations	23
Technical Analyst III - Technical Services	22
Technical Assistant - Distribution	15
Technical Assistant - Operations	13
Technical Assistant - Transportation and Marketing	16
Temporary Esplanade Attendant II	2
Temporary Sanitation Worker	5
Temporary Utility Worker I	1
Temporary Utility Worker II	2
Temporary Utility Worker III	3
Temporary Utility Worker IV	4
Temporary Utility Worker V	5
Temporary Water & Sewer System Operator (Entry)	6
Temporary Water & Sewer System Operator (Basic)	10
Temporary Water & Sewer System Operator (Level I)	13
Utility Worker I	4
Utility Worker II	5
Utility Worker III	6
Utility Worker IV	7
Utility Worker V	8
Utility Worker VI	9

Classification	Range
Water & Sewer Pump Operator	26
Water & Sewer Pump Operator - Level III	26
Water & Sewer System Operator (Entry)	10
Water & Sewer System Operator (Level I)	13
Water & Sewer System Operator (Level III)	20
Water & Sewer System Operator (Level III)	23
Water & Sewer System Operator Heavy Equipment (Entry)	16
Water & Sewer System Operator Heavy Equipment (Level I)	18
Water & Sewer System Operator Heavy Equipment (Level III)	22
Water & Sewer System Operator Heavy Equipment (Level III)	24
Water & Sewer System Operator Meters Specialist (Level II)	22
Water & Sewer System Operator Meters Specialist (Level III)	23
Water & Sewer System Operator Specialist	22
Water Quality Controller	30
Waste Water Treatment Plant Assistant Shift Operator - Level I	19
Waste Water Treatment Plant Assistant Shift Operator - Level II	21
Waste Water Treatment Plant Assistant Shift Operator - Level III	23
Waste Water Treatment Plant Assistant Shift Operator - Level IV	27
Waste Water Treatment Plant Millwright	26
Waste Water Treatment Plant Shift Operator - Level II	24
Waste Water Treatment Plant Shift Operator - Level III	27
Waste Water Treatment Plant Shift Operator - Level IV	30

\* These positions have Out-of-Schedule rates of pay in Appendix II



# APPENDIX II - SUBSIDIARY WAGE SCHEDULE

Classification	January 1, 2005		January 1, 2006		June 22, 2006		January 18, 2007		January 3, 2008					
	Start	2000 hrs	Start	2000 hrs	Start	2000 hrs	Start	2000 hrs	Start	2000 hrs				
Cooks Helper	11.00	11.65	12.31	12.03	12.71	11.39	12.06	12.74	11.79	12.49	13.18	12.20	12.92	13.65
Cook I	11.95	13.44	15.10	13.88	15.59	12.37	13.92	15.63	12.81	14.40	16.18	13.25	14.91	16.74
Cook II	13.83	15.21	17.15	15.71	17.71	14.31	15.75	17.75	14.81	16.30	18.37	15.33	16.87	19.02
Campground Attendant	10.28	11.64	13.18	12.02	13.60	10.64	12.05	13.64	11.01	12.47	14.12	11.40	12.91	14.61
Esplanade Attendant I	7.47	8.01	8.58	7.72	8.86	7.73	8.29	8.88	8.01	8.58	9.19	8.29	8.88	9.51
Flag Person	8.32	9.32	10.00	8.59	9.62	8.61	9.65	10.35	8.91	9.98	10.71	9.23	10.33	11.09
<b>Transit Employees:</b>														
Service Worker	15.13	16.32	17.52	15.62	16.85	15.66	16.89	18.14	16.21	17.49	18.77	16.78	18.10	19.43
Foreman	21.27	21.79	22.42	21.96	23.15	22.02	22.55	23.20	22.79	23.34	24.02	23.58	24.16	24.86
Transit Operator	15.13	16.93	18.86	15.62	17.48	15.66	17.53	19.52	16.21	18.14	20.20	16.78	18.77	20.91
Transit Operator after 6000 hm			19.34		20.38		20.43			21.58			22.33	
Permanent Transit Operator			20.14		20.80		20.85							22.33
Transit Operator - Leadhand														

Employees shall be paid an additional seventy-six cents (\$0.76) per hour while so acting.

### Temporary Aquatic Employees:

Cashier / Receptionist I	11.04	12.26	13.00	11.04	12.26	13.00	11.04	12.26	13.00	11.43	13.46	11.83	13.93
Cashier / Receptionist II	11.37	13.01	14.21	11.37	13.01	14.21	11.37	13.01	14.21	11.77	13.91	12.18	15.22
Lifeguard I	14.62	16.35	17.48	14.62	16.35	17.48	14.62	16.35	17.48	15.13	18.09	15.66	18.73
Lifeguard II	16.32	18.10	19.67	16.32	18.10	19.67	16.32	18.10	19.67	16.89	20.6	17.48	21.07
Aquatic Leader	17.53	19.11	20.77	17.53	19.11	20.77	17.53	19.11	20.77	18.14	21.50	18.78	22.25

Employees shall be paid an additional thirty-five cents (\$0.35) per hour while instructing Red Cross Water Safety, Bronze Cross, or Bronze Medallion classes.

Employees shall be paid an additional seventy-five cents (\$0.75) per hour while instructing National Lifeguard Service Award or W Safety Instructor classes.

Lifeguards and Aquatic Leaders shall be paid an additional twenty-one cents (\$0.21) per hour while working at the Family Leisure Center or the Echo Dale Regional Park.

# APPENDIX II - OUT OF SCHEDULE WAGE SCHEDULE

Classification	January 1, 2005		January 1, 2006		June 22, 2006		January 18, 2007		January 3, 2008	
	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs
Planning Officer IA	24.56	25.36	25.42	26.31	26.31	26.31	26.31	26.31	26.31	27.23
Planning Officer IB	30.92	31.92	32.00	33.12	33.12	33.12	33.12	33.12	33.12	34.28
Planning Officer II	29.67	32.08	34.95	37.79	37.88	38.25	38.25	38.25	38.25	39.59
Building Safety Codes Officer I	24.01	26.36	27.80	28.70	28.77	28.24	28.24	28.24	28.24	29.23
Building Safety Codes Officer II	25.57	27.92	30.27	31.57	31.65	30.21	30.21	30.21	30.21	30.82
Building Safety Codes Officer III	27.70	30.04	32.44	34.30	34.39	33.51	33.51	33.51	33.51	33.91
Electrical Safety Codes Officer	27.70	30.04	32.44	34.30	34.39	33.51	33.51	33.51	33.51	37.45
Gas / Plumbing Safety Codes Officer	27.70	30.04	32.44	34.30	34.39	33.51	33.51	33.51	33.51	37.45
Senior Assessor	30.26	32.61	35.19	37.22	37.31	33.75	33.75	33.75	33.75	37.45
Tax Assessor	26.92	29.27	31.40	33.24	33.32	30.30	30.30	30.30	30.30	40.62
Assessor Trainee	23.19	25.96	28.73	29.74	29.81	24.91	24.91	24.91	24.91	36.59
Senior Programmer / Analyst	30.73	33.05	34.22	35.33	35.42	32.93	32.93	32.93	32.93	31.93
Programmer / Analyst	25.53	27.89	29.71	27.08	29.58	31.51	28.87	28.87	28.87	37.94
Buyer I	23.11	24.84	25.99	26.84	26.90	23.92	23.92	23.92	23.92	34.77
Buyer II	25.86	27.59	28.74	28.48	29.68	26.76	26.76	26.76	26.76	28.82
Buyer III	29.22	30.95	32.11	30.17	31.96	30.25	30.25	30.25	30.25	28.67
Senior Buyer	33.47	35.23	36.40	37.26	38.49	35.49	35.49	35.49	35.49	30.59
Municipal Accounting Technician	27.32	29.67	32.66	28.64	31.11	28.71	28.71	28.71	28.71	31.87
Municipal Works Engineering	26.55	28.68	30.26	28.19	30.45	28.26	28.26	28.26	28.26	35.60
Technologist	23.88	25.73	27.57	24.65	26.56	28.46	28.46	28.46	28.46	41.86
Environmental Utilities GIS / Technologist	25.39	27.52	30.00	26.93	29.18	31.81	31.81	31.81	31.81	36.77
Environmental Utilities Engineering	31.05	33.12	34.49	32.06	34.20	35.61	35.61	35.61	35.61	35.48
HVAC Technician	28.74	30.98	33.22	28.96	31.21	33.47	29.03	29.03	29.03	38.24
Gas Accountant	20.58	22.21	22.21	21.25	22.93	21.30	21.30	21.30	21.30	35.92
Gas Field Operator I	23.44	25.79	25.91	24.20	26.63	26.75	26.75	26.75	26.75	24.62
Gas Field Operator II	26.09	28.43	29.25	27.40	29.86	30.72	30.72	30.72	30.72	28.73
Gas Field Operator III	29.02	31.37	32.01	30.49	32.95	33.63	33.63	33.63	33.63	28.60
Gas Field Operator IV	19.11	21.45	21.45	19.73	22.15	22.15	22.15	22.15	22.15	32.99
Gas Production Accountant I	21.81	24.17	26.62	22.81	25.27	27.82	27.82	27.82	27.82	36.11
Gas Production Accountant II										23.79

Classification	January 1, 2005		January 8, 2006		June 22, 2006		January 18, 2007		January 3, 2008	
	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs	Start	4000 hrs
Gas Production Accountant III	26.64	29.01	28.46	30.99	28.53	31.06	30.55	33.26	31.62	34.42
Gas Engineering Technician I	19.76	21.57	20.93	22.85	20.98	22.91	22.27	24.32	23.05	25.17
Gas Engineering Technician II	23.13	25.25	24.47	26.72	24.53	26.79	26.03	28.41	26.94	29.41
Gas Engineering Technician III	27.84	30.40	29.16	31.84	29.23	31.92	30.25	33.04	31.31	34.20
Gas Engineering Technician IV	32.88	35.91	34.49	37.67	34.58	37.76	35.79	39.08	37.04	40.45
Gas Land System Administrator	33.52	35.38	35.44	37.42	35.53	37.51	36.87	38.92	38.16	40.28
Gas Land Mineral Administrator A	17.13	18.08	18.11	19.12	18.16	19.17	18.84	19.89	19.50	20.58
Gas Land Mineral Administrator B	20.30	21.42	21.47	22.65	21.52	22.71	22.34	23.57	23.12	24.40
Gas Land Mineral Administrator C	23.80	25.12	25.17	26.57	25.23	26.63	26.18	27.64	27.10	28.60
Gas Land Mineral Administrator D	29.35	30.98	31.04	32.77	31.12	32.85	32.29	34.09	33.42	35.28
Gas Land Mineral Administrator E	33.52	35.38	35.44	37.42	35.53	37.51	36.87	38.92	38.16	40.28
Gas Land Surface Administrator A	17.13	18.08	18.11	19.12	18.16	19.17	18.84	19.89	19.50	20.58
Gas Land Surface Administrator B	20.30	21.42	21.47	22.65	21.52	22.71	22.34	23.57	23.12	24.40
Gas Land Surface Administrator C	23.21	24.51	24.55	25.92	24.61	25.98	25.53	26.96	26.43	27.90
Gas Land Surface Administrator D	28.20	29.75	29.82	31.47	29.89	31.54	31.02	32.73	32.10	33.88
Gas Land Surface Administrator E	30.07	31.75	31.80	33.57	31.88	33.66	33.08	34.93	34.24	36.15

## APPENDIX III - EQUIPMENT CLASSIFICATIONS

### Class I Equipment

270, 277	Chev Winch Trucks, 3 Ton
307	Voeller Mudjack
312	Case Vibromax Roller
318, 9386	Dynapac Asphalt Roller
323, 324, 326, 335, 337, 342, 345, 674, 9337, 9712	Single Axle Trucks *
394	Wisconsin Curber
419	Single Axle Trucks, 4 Ton
436, 463	Water Truck, 3 Ton
451	Flat Deck Truck, 3 Ton
578, 585, 4425, 4427, 4428, 4442, 4444, 4447, 4458, 4459, 4461, 4463, 4464, 4468, 4483, 4484, 4487, 4488, 4496	Lawn Mowers
4423, 4436, 4437, 4438, 4475, 4490, 4497	Leaf Sweepers
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, 334, 336, 338, 339, 343, 344, 504, 554, 586, 553, 587, 674, 677, 9344	Tandem Axle Trucks *
582, 4498	Tractor Loaders
364, 393	Pad Foot Packer
366, 368, 369, 9366, 9455	Bob Cat Loader
377	Basework Roller
380	Airport Runway Sweeper
385, 386	Hyster Self, propelled Roller
395	Steam Cleaner

421, 9305, 9994	Truck Mounted Cranes
4306, 4441	Tree Spades
315, 362, 4311, 4429, 4431, 4432, 4433, 4434, 4448, 4469, 4489, 9429, 9430, 9435, 9445, 9933	Tractors
558, 4424, 4451, 4453, 4461	Gang Mowers
<hr/>	
4455, 4482	Bobcats
508	Thawing Machine
575	Steam Cleaner
644, 645, 646, 647, 650, 651, 652, 653, 654, 655, 656, 657, 658	Garbage Packers
* When tandem axle trucks are equipped with sand spreaders and/or snow plows, the operator shall be paid in Pay Range 9.	
 <u>Class III Equipment</u>	
284, 286, 287, 367, 676, 506, 4493, 4499, 9285	Back Hoes
327	Tar Spreader Truck
346, 579	Truck Mounted Cranes
347, 563	Hydrovac Vacuum Flusher
351	Athey Snow Loader
<hr/>	
3505, 3506	Dump Pup
361, 365, 387, 546, 666	Loaders
3651	Snow Blower
376, 378	Asphalt Rollers
420, 426, 9146, 9420	Aerial Lift Trucks
<hr/>	
552	Vacuum Unit
562	Hydrovac
565	Flusher
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
<hr/>	
389	Komatsu Dozer
568	Bantam Back Hoes
648	Cat Compactor
649	Komatsu Crawler

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

## APPENDIX IV - 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 is 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 13)

- 2.1 The City agrees in principle to retain the present work 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 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 the six (6) most senior operators on Regular Transit 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 day or evening shift on a Saturday and receive another day off. Any changes to this schedule shall be subject to prior consultation with the Union.
- 2.4 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 1<sup>st</sup> and August 1<sup>st</sup> respectively, or;
  - (b) when there is a major change in hours or in the shift schedule, or;
  - (c) when there is a major change of a route, or;
  - (d) when there is a major change in a run.

A Run shall mean an area in which a bus travels (i.e., 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:

Michael Kobleby                      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 RELIEF ASSIGNMENTS AND TERM POSITIONS (Article 11)**

3.1 Relief assignments under thirty (30) days in a Lead Hand classification shall be filled from within the crew. All other relief assignments under thirty (30) days shall be filled by temporary Service Workers / Operators.

3.2 Once an employee is assigned to a crew, he shall be deemed to be a member of that crew.

3.3 When a permanent position becomes temporarily vacant for a period in excess of four (4) months, or where it can be reasonably foreseen that the position will be temporarily vacant in excess of four (4) months, the provisions of Article 11 shall apply.

### **4 GROUP HEALTH AND INSURANCE PLANS (Article 30)**

#### **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 33)**

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 31<sup>st</sup> 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.

5.1.1 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.

## **APPENDIX V - PERMANENT PART-TIME EMPLOYEES**

### **1 DEFINITIONS (Article 8)**

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 13)**

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 34)**

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 prior to the General Holiday (or prior to March 31<sup>st</sup> for the Floater Holiday).

### **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 1,885 hours per year or 2,080 hours per year, the corresponding entitlements for overtime shall apply (i.e., 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 1,885 and 2,080 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.

## **APPENDIX VI - RECREATION AND LEISURE EMPLOYEES**

### **1 LAYOFF (Article 12)**

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 13)**

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 13)**

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

### **4 PAY ON GENERAL HOLIDAYS (Article 34)**

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 classified rate of pay for all hours worked.

## **APPENDIX VII - SPECIAL CONSTABLES**

### **1 COURT ATTENDANCE (Article 14)**

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. If an employee is required to attend court to carry out his duties as a Special Constable during hours other than his regularly scheduled shift, he shall be paid at two times (2X) his classified rate of pay with a minimum of two (2) hours pay at two (2) times his regular rate of pay.

- 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 43)**

- 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 classified 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 twenty-eight (28) days, then the employee receives ninety percent (90%) of classified rate for the balance of compensation on that claim.
- 2.2 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.

## **APPENDIX VIII - COMPRESSED WORK WEEK SCHEDULES**

This appendix sets forth the terms and conditions to be observed where the City alters the standard regular hours of work outlined in Article 13.1.1 or 13.1.2 of the Collective Agreement through the implementation of a compressed work week schedule.

- 1 The parties agree that an employee may, in conjunction with his Supervisor and/or General Manager, examine the feasibility of entering into a compressed work week schedule.
- 2 Provided that customer service is not compromised and that any direct or indirect incremental cost to the City as the result of the implementation of a compressed work week schedule is offset through other benefits gained, each Department may, subject to the approval of the General Manager in conjunction with the Commissioner, implement a compressed work week schedule. Participation by each employee shall be voluntary.
- 3 A consistent work schedule shall be established and shall include the daily hours of work, the length of the lunch break, the regularly scheduled days of work, the regularly scheduled earned days off (EDO's) and the regularly scheduled days of rest, assigned to each employee.
- 4 All compressed work week schedules must average thirty-six and one quarter (36 ¼) or forty (40) hours per week over the period of time when the work schedule repeats itself as well as total annual hours of 1,885 or 2,080.

- 5 EDO's are to be taken as days off according to the established work schedule. Banking of EDO's or payment for accumulated time is not permitted. However, the parties recognize that some flexibility may be required from time to time when operational requirements require deviation from the established work schedule. Should circumstances require an employee to work on his regularly scheduled EDO, an alternate EDO shall be scheduled as soon as practical.
- 6 Employees are to make every reasonable effort to schedule personal appointments on their EDO.
- 7 In the event that an employee working a compressed work week schedule chooses to revert to his standard regular hours of work as outlined in Article 13.1.1 or 13.1.2 of the Collective Agreement, he shall give his Supervisor and/or General Manager thirty (30) days notice of his intent to do so.
- 8 In the event that the compressed work week schedule compromises customer service or is deemed to be impractical for other reasons and the General Manager chooses to revert an employee working a compressed work week schedule to his standard regular hours of work as outlined in Article 13.1.1 or 13.1.2 of the Collective Agreement, he shall give the affected employee thirty (30) days notice of his intent to do so.
- 9 The application procedure, payroll guidelines and the guidelines for return to the standard regular hours of work shall be in accordance with the City's "Compressed Work Week and Flextime Guidelines". All applications shall be sent to the appropriate General Manager with a copy to Labour Relations, Payroll and the Union.

## **APPENDIX IX - GAS UTILITY EMPLOYEES WORKING IN GAS FIELDS**

The following conditions shall apply 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 the immediate area:

- 1 Employee shall be allowed to keep a city owned vehicle at his place of residence.
- 2 Employee shall report for the start of the regular eight (8) hour shift at a designated location outside of Medicine Hat.
- 3 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.
- 4 For an employee working in Atlee Buffalo and Atlee East and residing in Medicine Hat, all traveling time to and from his designated location outside of Medicine Hat shall be included in his regular ten (10) hour shift.

## **APPENDIX X - MUNICIPAL WORKS WINTER OPERATIONS**

In order to provide service to the community during the winter months, the following conditions shall apply:

- 1 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.
- 2 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.
- 3 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.
- 4 The rotation shall take place on a week to week basis (Le., first week 4:00 am to 12:00 pm; second week 8:00 am. to 4:00 p.m.).
- 5 All qualified employees shall rotate through the above schedule.

## APPENDIX XI - SUPPLY OF UNIFORMS

	ermanent Employees	emporary Employees	How often is clothing replaced?	Is destroyed or lost clothing replaced at the employee's expense?
<b>Special Constables</b>	Shirts Pairs of Pants 2 Pairs of Socks Uniform Cap Pair of Shoes ID Badge (with wallet) Duty Belt Winter Hat Pair Winter Boots Fleece Jacket All Season Jacket Pair of Gloves Pair of Cut Proof Gloves Glove Pouch Sam Browne Belt Tie Name Tag Radio Clip Pair of Handcuffs Handcuff Pouch Baton and Holder Pepper Spray Holder Body Armor Tunic	Shirts Pairs of Pants 2 Pairs of Socks Uniform Cap Pair of Shoes ID Badge (with wallet) Duty Belt Fleece Jacket All Season Jacket Pair of Gloves Pair of Cut Proof Gloves Glove Pouch Sam Browne Belt Tie Name Tag Radio Clip Pair of Handcuffs Handcuff Pouch Baton and Holder Pepper Spray Holder Body Armor	As required, upon approval.	Yes  (If clothing is destroyed as a result of on the job activities, replacement will be at the employer's expense)
<b>Transit Operators</b>	Shirts (long or short sleeve) Golf Irt optional from shirt allocation. Pairs of Pants Pair of Shorts (optional from pant location) All-Season Jacket with liner (every 4 years) Sweaters Ties	Shirts Pairs of Pants All-Season Jacket with liner ter one year of service Sweater Ties	As needed with up to \$300 maximum per year.	Yes if beyond the yearly limit.
<b>Meter Readers</b>	Shirts Pairs of Pants Uniform Cap Pair of Shoes ID Badge Parka Jacket Bomber Jacket Summer Jacket Pair of Snow Pants Pairs of Winter Boots	Shirts or 2 Pairs of Pants Uniform Cap Pair of Shoes ID Badge Bomber Jacket Summer Jacket Pairs of Winter Boots	As needed.  (Employees are reimbursed for footwear after completion of their probationary period.)	Yes If beyond the yearly limit.
<b>911 Communications Operators</b>	Shirts with Flashes Bottoms (Combination of Pants, Irts, or Shorts) Pair of Shoes Sweater or Vest	hirts with Flashes ottoms (Combination of ints, Skirts, or Shorts) tir of Shoes reater or Vest  mployees purchase up to 50 for initial issue clothing rchase.	Permanent Employees as needed to a maximum of \$250/year  Temporary employees as needed to a maximum of \$150/year	Yes If beyond the yearly limit.

**lifeguards**

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	Once a year for seasonal employees and twice a year for permanent employees	Yes
3-4	2	1*		
5	3	2		

\* Males will receive two (2) swim shorts

**LETTERS OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF MEDICINE HAT**

**AND**

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

**THE FOLLOWING LETTERS OF UNDERSTANDING TO THE 2005 - 2008 COLLECTIVE AGREEMENT ARE  
INDIVIDUAL LETTERS BUT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY.**

**RE: GROUP BENEFIT TEAM REFERRALS**

The parties to the Collective Agreement have agreed during collective bargaining that the following matters shall be forwarded to the City's Group Benefit Team for consideration and recommendation:

- 1 Providing health and insurance coverage to retired employees.
- 2 Providing one employee assistance program for all City employee groups.
- 3 The first thirty days of absence in the sick leave plan.

**RE: TRAINING AND SUCCESSION PLANNING**

The parties to the Collective Agreement recognize the need for training and/or succession planning within the City. As the City further develops its succession planning framework during the term of this Collective Agreement, the City will consult with the Union to identify and understand the needs of the membership.

**RE: FULL-TIME UNION PRESIDENT**

The parties to the Collective Agreement have agreed that the following shall apply effective the beginning of the pay period immediately following final ratification:

- 1 The President of CUPE Local 46 shall be a full-time officer of the Union and shall be paid at his basic rate of pay and benefits during his term of office.
- 2 The President shall conduct negotiations, grievances and other Union business with the City without **loss** of pay. The City shall cover these wage and benefit costs.
- 3 The President shall also conduct Union business where no City Representative is present without **loss** of pay. The City shall pay his regular wages and bill the Union for these wages plus the appropriate pro-rated costs for benefits.
- 4 The City and the Union shall share the cost equally for all paid leaves by the President. Such amount of wages plus the appropriate pro-rated costs for benefits shall be billed to the Union on an annual basis.
- 5 The President shall take responsibility for keeping his knowledge, skills and training requirements current for his home position during his term of office. The home department shall forward to the President the schedule for in-house training and/or any changes in the level of qualifications that are required for that position. However, should the parties decide that the President does not need to keep current with certain job requirements of his

home position, the President shall be allowed sufficient time upon the expiry of his term should it be necessary to complete the training necessary to return to his home position.

6 The President, if a successful candidate for a permanent position in a job posting, shall step down as President at which time the Union shall appoint a successor.

7 The President shall return to his home position, or an alternative position mutually agreed to by the parties, upon termination of his term of office and any subsequent employees affected shall also revert to their home positions.

8 It is understood that this Letter of Agreement satisfies the provisions of Article 3.5 of the Collective Agreement.

## **RE: JOB EVALUATION PROCESS REVIEW**

The parties to the Collective Agreement have agreed during collective bargaining to enter into joint discussions to review the job evaluation system in order to address the needs of the Union and the City, which may include but is not necessarily limited to:

- 1 Support the recruitment and retention of qualified employees,
- 2 Maintain an efficient Joint Job Evaluation system,
- 3 Align wages to the appropriate external markets, and
- 4 Minimize the administration of the compensation system.

The parties agree to develop a job evaluation project terms of reference by December 31, 2006.

## **RE: CREWS DURING RELIEF ASSIGNMENTS**

The parties to the Collective Agreement have agreed, as part of the negotiated settlement that the parties shall clarify during a CUPE / HR meeting prior to December 31, 2006 the following:

- 1 The application of "crew as it is applied when filling subsequent vacancies caused by relief assignments" as referenced in Article 11.2.6.

## **RE: CONSULTATION WHEN CONTRACTING OUT WORK**

The parties to the Collective Agreement have agreed, as part of the negotiated settlement; that:

- 1 The City agrees to consult with the Union when it is giving serious consideration to contracting out work performed by members of the bargaining unit.
- 2 The purpose of the consultation process is to give the Union a meaningful opportunity to receive and evaluate information, to assess the potential impact on its members, and to provide input and suggest alternatives. These discussions shall include the exchange of information on the reasons for contracting out the work including the direct and indirect costs and benefits of doing so.
- 3 The City shall provide the Union with as much notice as possible of its intent to contract out work. Such notice shall not be less than four (4) months prior to the implementation of such contract work.



## **RE: RETRO-ACTIVE PAY CALCULATIONS IN 2005 AND 2006**

The parties to the Collective Agreement have agreed, as part of the negotiated settlement that:

† The **2005** rates of pay as indicated in Appendix I and II shall not be implemented.

In lieu of implementing the **2005** rates of pay, all permanent and temporary CUPE members (except any red-circled employees) who were employed in any bargaining unit classification during **2005** will be paid a lump sum wage adjustment calculated as a percentage of their gross wages from December **23, 2004** to December **21, 2005** inclusive, according to the attached list (column marked as **RETRO 2005**).

The January 1, **2006** rates of pay as indicated in Appendix I and II shall not be implemented.

In lieu of implementing the January 1, **2006** rates of pay, all permanent and temporary CUPE members (except any red-circled employees) who were employed in any bargaining unit classification during **2006** will be paid a lump sum wage adjustment calculated as a percentage of their gross wages from December **22, 2005** to June **21, 2006** inclusive, according to the attached list (column marked as **RETRO 2006**).

The June **22, 2006** rates of pay shall be implemented as soon as practical upon final ratification.

All permanent and temporary CUPE members (except any red-circled employees) who were employed in any bargaining unit classification will be paid a lump sum wage adjustment calculated as a percentage of their gross wages from June **22, 2006** to the actual date of implementation, according to the attached list (column marked as **RETRO June '06**).

<b>Classification</b>	<b>RETRO 2005</b>	<b>RETRO 2006</b>	<b>RETRO June '06</b>
Temp Transit Op (After 6000 hours)	6.12%	11.85%	12.13%
Temporary Aquatic Employees	3.50%	3.50%	0.00%
Flag Person	0.00%	3.25%	3.50%
All Other Employees	<b>3.50%</b>	<b>6.86%</b>	<b>7.13%</b>
Planning Officer IA	3.50%	6.86%	7.13%
Planning Officer IB	3.50%	6.86%	7.13%
Planning Officer II	9.19%	18.94%	19.24%
Bldg SCO I	5.90%	9.34%	9.62%
Bldg SCO II	6.00%	10.55%	10.82%
Bldg SCO III	6.00%	12.10%	12.38%
Elec SCO	6.00%	12.10%	12.38%
Plbg SCO	6.00%	12.10%	12.38%
Sr Assessor	6.00%	12.10%	12.38%
Assessor	6.09%	12.29%	12.57%
Assessor Trainee	6.00%	9.73%	10.01%
Sr. Prog Analyst	4.54%	7.94%	8.21%
Prog Analyst	6.33%	12.79%	13.07%
Buyer I	4.18%	7.57%	7.83%
Buyer II	4.18%	7.57%	7.83%
Buyer III	4.18%	7.57%	7.83%
Sr. Buyer	6.00%	12.10%	12.38%
Munic. Acctg Tech	6.00%	11.13%	11.41%
MW Eng Technologist	6.43%	13.00%	13.28%
EU GIS Eng Technologist	3.95%	7.33%	7.60%
EU Eng Technologist	6.00%	12.41%	12.69%
HVAV Technician	3.50%	6.86%	7.13%
Gas Acct	1.00%	1.76%	2.01%
Gas Field Op I	2.76%	6.10%	6.36%
Gas Field Op II	<b>5.83%</b>	9.27%	9.54%
Gas Field Op III	6.00%	11.33%	11.61%
Gas Field Op IV	6.00%	11.35%	11.63%
Gas Prod Acct I	5.47%	8.90%	9.17%
Gas Prod Acct II	6.00%	10.81%	11.09%
Gas Prod Acct III	7.07%	14.38%	14.67%
Gas Eng Techn I	6.17%	12.45%	12.73%
Gas Eng Techn II	6.08%	12.26%	12.55%
Gas Eng Techn III	6.00%	11.02%	11.30%
Gas Eng Techn IV	6.00%	11.18%	11.46%
Gas Land System Administrator	6.00%	12.10%	12.38%
Gas Land Mineral Administrator A	6.00%	12.10%	12.38%
Gas Land Mineral Administrator B	6.00%	12.10%	12.38%
Gas Land Mineral Administrator C	6.00%	12.10%	12.38%
Gas Land Mineral Administrator D	6.00%	12.10%	12.38%
Gas Land Mineral Administrator E	6.00%	12.10%	12.38%
Gas Land Surface Administrator A	6.00%	12.10%	12.38%

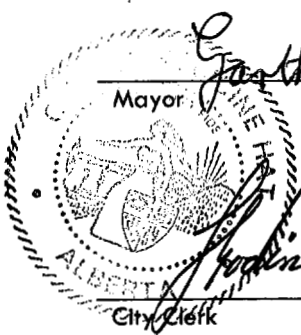
**Classification**

	<b>RETRO 2005</b>	<b>RETRO 2006</b>	<b>RETRO <del>June '06</del></b>
Gas Land Surface Administrator B	6.00%	12.10%	12.38%
Gas Land Surface Administrator C	6.00%	12.10%	12.38%
Gas Land Surface Administrator D	6.00%	12.10%	12.38%
Gas Land Surface Administrator E	6.00%	12.10%	12.38%

DATED THIS 30 DAY OF October, 2006.

Signed on behalf of the City of Medicine Hat

Signed on behalf of the Canadian Union of Public Employees Local 46

The seal of the City of Medicine Hat, Alberta, is circular and features a central figure holding a staff with a snake, surrounded by the words "CITY OF MEDICINE HAT ALBERTA".  
Gauth Vallenty  
Mayor  
Larry P. Godin  
City Clerk  
LARRY P. GODIN  
CITY CLERK

Marile Roberts  
President

[Signature]  
Table Officer

[Signature]

APPROVED  
[Signature]  
Chief Commissioner / CAO

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