

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 70**

JANUARY 1, 2012 - DECEMBER 31, 2014

Table of Contents

1.00	SPIRIT OF AGREEMENT	6
2.00	TERM OF AGREEMENT	6
2.01	Mutual Agreement	6
2.02	Length of Agreement	6
2.03	Negotiations	6
2.04	Failure to Make a New Agreement	6
3.00	STRIKES AND LOCKOUTS	6
4.00	RETROACTIVITY	7
4.01	Effective Date	7
4.02	Retroactive Pay for Terminated Employees	7
5.00	NO DISCRIMINATION	7
5.01	Trade Union Activity	7
5.02	General Conditions	7
5.03	Equal Pay for Equal Work	7
5.04	Harassment	7
6.00	UNION RECOGNITION	8
6.01	Sole Bargaining Agent	8
6.02	No Other Agreements	8
6.03	Voluntary Severance	8
6.04	Union Dues Check-Off	8
6.05	Meeting with Steward	8
6.06	Recreation Operator on Duty	8
6.07	Non-Union Supervisors Performing Bargaining Unit Work	9
6.08	Scope Clause	9
6.09	Local #70 Administrative Leave	9
6.10	Leave Full Time Union Positions	9
6.11	Personnel Record Access	9
6.12	Time Off For Meetings	9
6.13	Union Bargaining Committee	9
6.14	Proofreading of the Agreement	10
6.15	Assistance of C.U.P.E. National	10
6.16	Appointments of Union Officers	10
6.17	Access To Information	10
7.00	MANAGEMENT'S RIGHTS	10
8.00	DEFINITIONS	10
8.01	Employer	10
8.02	Employee	10
8.03	Permanent Full-Time Employee	10
8.04	Non-Permanent Employee	10
8.05	Probation Period	10
8.06	Trial Period	11
8.07	Seniority	11
8.08	Definition of a Lay-off	11
8.09	Term Relief Posting	11
8.10	Term Posting	11
8.11	Seasonal Posting	11
9.00	GRIEVANCE PROCEDURE	12
9.01	Definition of a Grievance	12
9.02	Informal Discussion	12
9.03	Presence of Steward	12
9.04	Meetings Without Loss of Pay	12
9.05	Stewards Leaving the Work Site	12
9.06	Recalls, Health and Safety, Dismissals, Lay-offs	12
9.07	Replies in Writing	12
9.08	Settling of Grievances	12
9.09	Arbitration Procedure	13
9.10	Expenses of the Board	13
9.11	Single Arbitrator	13
9.12	Amending of Time Limits	13

9.13	General or Policy Grievance	13
10.00	WORKING CONDITIONS	14
10.01	Work Schedule - Outside Employees	14
10.02	Work Schedule - Inside Employees	14
10.03	Compensation for Non-Regular Working Hours	14
10.04	Equal Number of Weekends Off	14
10.05	Rotary Leave Schedule	15
10.06	Rest Breaks	15
10.07	Extension of Split Shifts	15
10.08	Inside Employees working Eight (8) Hours	15
10.09	Field Service Work	15
11.00	OVERTIME	15
11.01	Voluntary Provision	15
11.02	Overtime Pay	15
11.03	Distribution of Overtime	15
11.04	Emergency Calls	15
11.05	Making up Lost Time	15
11.06	Pay for Working on Regularly Scheduled Days Off	16
11.07	Time Off in Lieu of Overtime	16
11.08	Overtime Pay at Employee's Classification	16
11.09	Overtime Banking	16
12.00	STANDBY	17
12.01	Standby Assignments	17
12.02	Flat Rate for Standby Assignments	17
12.03	Emergency Call-Out for Standby Assignments	17
12.04	Eligibility for Standby Assignments	17
12.05	Procedure for Calls	17
12.06	Referral Calls	18
12.07	Pre-established Schedule	18
13.00	SENIORITY AND PROMOTIONS	18
13.01	Seniority Lists	18
13.02	Loss of Seniority	18
13.03	Vacancies	19
13.04	Term/Relief Postings	19
13.05	Job Postings	19
13.06	Employees Obtaining Non-Union Positions	19
14.00	CHANGE OF WORK	19
14.01	Pay for Temporary Duties	19
14.02	Pay for Working Different Classifications in One Day	20
14.03	Assuming Non-Bargaining Unit Duties	20
14.04	New and Major Repair Work	20
14.05	Re-Assignment Into a Different Classification	20
15.00	LAY-OFFS AND RECALL	20
15.01	Role of Permanent Seniority	20
15.02	Permanent Employee Lay-off	20
15.03	Outside Non-permanent Employees	21
15.04	Casual Clerical Pool	22
15.05	Inclement Weather	23
15.06	Current Address of Employee	23
16.00	STATUTORY HOLIDAYS	23
16.01	Paid Holidays	23
16.02	Pay for Holidays on Employees' Days Off	23
16.03	Pay for Working Holidays	23
16.04	Proclamation of New Statutory Holidays	24
16.05	Holidays Celebrated on the Following Monday	24
16.06	Pay for Non-Permanent Employees	24
17.00	ANNUAL VACATION	25
17.01 (a)	Annual Vacation	25
17.01 (b)	Length of Vacation	26
17.02	Emergency Call-Back	26
17.03	Declared Holidays	26

17.04	Employer Requesting a Change	26
17.05	Vacation Lists	26
17.06	Non-Permanent Vacation Pay	26
17.07	Approved Leave During Vacation	27
17.08	Vacation Splits	27
17.09	Disability Vacation Payout	28
17.10	Vacation Carry-Over	28
18.00	LEAVE OF ABSENCE	28
18.01	Leave Without Pay	28
18.02	Requests and Authorization of Leave	28
18.03	Appeal to City Manager	28
18.04	Job Security	28
18.05	Extension of Leave	28
18.06	Union Leave of Absence	28
18.07	Benefits While on Leave	29
18.08	Illness Within the Family	29
19.00	PARENTAL LEAVE	29
19.01	Length of Parental Leave	29
19.02	Shortening of Leave	29
19.03	Notice to Employer	29
19.04	No Prior Notice Provision	29
19.05	Resuming Employment	30
19.06	Interference with Performance of Duties	30
19.07	No Termination or Lay-Off	30
19.08	Benefits and Entitlements	30
19.09	Job Security	30
19.10	Benefits While on Parental Leave	31
19.11	Birth and Adoption Leave	31
20.00	COMPASSIONATE LEAVE	31
20.01	Length of Leave	31
20.02	Funeral Leave for C.U.P.E. Member	31
20.03	Pallbearer's Leave	31
20.04	Travel Time	31
21.00	COURT OR JURY DUTY	32
21.01	Pay Entitlement - Court Appearances	32
21.02	Pay Entitlement - Jury Duty	32
21.03	Pay Entitlement - Criminal Case	32
22.00	TRAINING	32
22.01	Management and Union Participation	32
22.02	Apprenticeship Program	32
22.03	Course Attendance Pay	32
23.00	HEALTH AND SAFETY	32
23.01	Health and Safety Commitment	32
23.02	Disclosure of Information	32
23.03	Safety and Health Record, Reports and Data	33
23.04	Time Off for Health and Safety Training	33
23.05	Right to Refuse and No Disciplinary Action	33
23.06	Proper Training	33
23.07	Transportation of Accident Victims	33
23.08	First Aid Kits	33
23.09	Excavation Work	33
23.10	Safety Equipment	33
23.11	Safety Footwear for New Employees	33
23.12	Working Alone	34
24.00	CLOTHING	34
24.01	Clothing Supplied	34
24.02	Clothing to be Worn on Duty	34
24.03	Laundry Facilities	34
25.00	EMPLOYEE'S VEHICLES	34
26.00	TOOLS AND EQUIPMENT	34
27.00	DISCIPLINE AND DISMISSALS	35

27.01	Just Cause Only	35
27.02	Disciplinary Action	35
27.03	Right to Have a Steward Present	35
28.00	DISABILITY	35
28.01	Non-Occupational Disability	35
28.02	Medical Exam	36
28.03	Pay Based on Master Classification	36
28.04	Occupational Disability	36
28.05	Accommodation	36
28.06	Reporting of Absence	36
28.07	Union Employer Cooperation	36
28.08	Prior Notice of Return to Work	36
29.00	SUBSTANCE ABUSE TREATMENT PROGRAM	36
30.00	PERMANENT EMPLOYEE BENEFITS	37
30.01	Flexible Benefit Plan	37
30.02	Illness and Disability Benefits Coverage	37
30.03	Pension	37
31.00	NON-PERMANENT EMPLOYEE BENEFITS	37
31.01	Health and Dental Benefit Entitlement	37
31.02	Other Benefits	38
31.03	Mandatory Benefits	38
31.04	Illness and Disability Benefit Coverage	38
32.00	LABOUR MANAGEMENT COMMITTEES	38
33.00	CLASSIFICATIONS	38
33.01	Work Hour Classification	38
33.02	Maintenance of Job Evaluation System	39
33.03	Union Provided with Job Information Questionnaires	39
33.04	New Positions	39
33.05	Out-of-Schedule Positions	39
33.06	Classification Committees	39
33.07	Classification Review Procedure	40
33.08	Reconsideration Procedure	40
33.09	Impact of Committee Decisions on Pay	40
33.10	Time Limits	41
33.11	Retraining for Over-ranged Employees	41
34.00	WAGES	41
34.01	Pay Days	41
34.02	Time Sheet Change	41
34.03	Wage Progression	41
34.04	Pay Protection	42
34.05	Apprentices	42
35.00	TECHNOLOGICAL CHANGE	42
36.00	WORK EXPERIENCE	42
37.00	SENIOR GOVERNMENT FUNDED WORK PROJECTS	43
38.00	OPERATOR'S LICENSE	43
	APPENDIX A	45
	LETTER OF UNDERSTANDING #1	52

This agreement made on the ____ day of January A.D. 2012.

BETWEEN The CITY OF LETHBRIDGE,
hereinafter referred to as the "Employer"
Party of the First Part,

-and-

The CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #70 (MUNICIPAL WORKERS)
Lethbridge, hereinafter referred to as the "Union"
Party of the Second Part.

1.00 **SPIRIT OF AGREEMENT**

The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity, and further recognize that successful employer-employee relations must be mutually advantageous, fair and just, and not more favourable to one than the other.

2.00 **TERM OF AGREEMENT**

2.01 Mutual Agreement

The parties' undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this agreement.

2.02 Length of Agreement

This agreement shall come into force on January 1, 2012 and shall remain in force and effect to December 31, 2014 and remain in full force and effect until December 31st of any subsequent year, unless either party gives notice in writing on or before October 1, 2014 or prior to October 1st of any subsequent year.

2.03 Negotiations

Either party wishing to amend this Agreement must give notice in writing of its intention not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of this Agreement. Any changes deemed necessary to this Agreement, may be made by mutual agreement at any time during the term of the Agreement.

2.04 Failure to Make a New Agreement

In the event that notice to amend the Collective Agreement has been given and a renewal agreement is not reached prior to the current expiry date, all the terms and conditions of this Collective Agreement in accordance with the Alberta Labour Relations Code will remain in full force and effect until such time as a renewal agreement is agreed upon or a strike or lockout occurs.

3.00 **STRIKES AND LOCKOUTS**

It is mutually agreed that while negotiations for a further agreement are in progress, there shall be no strikes, stoppages or slow-downs in work on the part of the

employees covered by this agreement nor any lockouts of employees on the part of the Employer against said employees, as per Alberta Labour Relations Code.

4.00 **RETROACTIVITY**

4.01 Effective Date

All monetary changes in the new agreement shall be adjusted retroactively to the first day of the first pay period after the effective date of the new agreement unless otherwise agreed.

4.02 Retroactive Pay for Terminated Employees

1. Past employees, who were in the service between the expiration date of the previous agreement and the date of the signing of this agreement, shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement. It is the employee's responsibility to inform the Employer of their whereabouts.

2. Past employees, who were retired from the service between the expiration date of the previous agreement and the date of the signing of this agreement shall automatically receive the retroactivity provided in 4.02(1).

5.00 **NO DISCRIMINATION**

5.01 Trade Union Activity

The employer agrees there shall be no discrimination, interference, restriction, or coercion, exercised or practiced, against any employee because of their connection with trade union organizations or activities.

5.02 General Conditions

(a) The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee.

(b) Paragraph (a) does not apply with respect to discrimination based on a bona fide occupational requirement. The onus of proof for discrimination based on a bona fide occupational requirement shall be with the Employer.

5.03 Equal Pay for Equal Work

The Employer shall not employ an employee for any work at a rate of pay less than the rate of pay at which another employee is paid for similar or substantially similar work.

5.04 Harassment

All Employees covered by this Agreement have a right to freedom from harassment in the workplace. The parties agree to jointly educate both employees and managers to prevent workplace harassment.

(a) Sexual Harassment

Definition: Unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature constitutes sexual harassment, when:

- subjection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,
- subjection to or rejection of such conduct by an individual demonstrably affects that individual's employment.

(b) Personal Harassment

Definition: Personal Harassment shall be defined as:

Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.

6.00 UNION RECOGNITION

6.01 Sole Bargaining Agent

The Employer recognizes the Union, Local #70 C.U.P.E., as the sole bargaining agent for the employees covered by this agreement, and agrees not to bargain collectively with any other labour organization.

6.02 No Other Agreements

No employee covered by this agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this agreement, except as specifically provided for in this agreement.

6.03 Voluntary Severance

The Employer reserves the right to offer voluntary severance incentive packages to employees in order to facilitate business change. The Union will be notified if the Employer chooses to exercise this right.

6.04 Union Dues Check-Off

The Employer agrees to check off Union dues under the Rand formula. It is understood that fines and assessments are not included in this arrangement.

6.05 Meeting with Steward

The Steward and all new employees will be allowed up to ten (10) minutes for the purpose of orientation. The Employer agrees to inform the new employees that a Union Agreement and dues check-off are in effect. The Union will provide copies of the Agreement, which will include a membership application and a list of Union Executive.

6.06 Recreation Operator on Duty

While any arena is in use for Sport or Recreation and the refrigeration plant is operating, the Employer agrees to have a Recreation Operator on duty.

When an arena is in use, but ice is not present, nor the refrigeration plant operating, the Employer may staff the arena with a Caretaker.

6.07 Non-Union Supervisors Performing Bargaining Unit Work

Non-Union supervisory personnel shall not be permitted to perform the work that is normally performed by members of the Bargaining Unit except in the following instances:

- 1) Emergencies when no other employees are available.
- 2) When starting and testing new equipment.
- 3) For instructional purposes.

6.08 Scope Clause

This Agreement covers all employees who occupy classifications appearing in the Schedule of Wages (Appendix "A") attached, and new positions falling within the Union's jurisdiction.

6.09 Local #70 Administrative Leave

Any Executive Member, to a maximum of two (2) officers, will be allowed leave of absence one (1) day a week, or as required. Wherever possible, the Union Executive Member will give the Employer sufficient notice to allow the Employer to meet operational needs. The Union will pay the salary and Employer/Employee benefit costs for the days of absence.

6.10 Leave Full Time Union Positions

An employee who is elected or selected for a full time position with the union or any body with which the union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave may be renewed each year, on request by the Union, during the term of office. The Union agrees to reimburse the Employer for wages and benefits.

6.11 Personnel Record Access

Subject to exceptions under Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"), employees shall have the right to review their personnel file held by the Human Resources Department, provided that they make an appointment in advance with the Human Resources Department. The employee may have a Union Steward present at the time of said review. The employee has the right to make copies of any document in the employee's file. The employer shall not remove or alter any document except in accordance with FOIP.

6.12 Time Off For Meetings

When an employee and/or Union Representative attends a meeting with the Employer dealing with Union business, the employee and/or Union Representative shall suffer no loss in pay or benefits. The employee and/or Union Representative must advise their immediate Supervisor that they have been called to attend a meeting.

6.13 Union Bargaining Committee

A maximum of five (5) employees shall receive pay during Union negotiations, if such meetings are held during working hours. Said meetings to be called by the City Manager or a representative of the City Manager.

- 6.14 Proofreading of the Agreement
One (1) member of Management and one (1) member of the Union Negotiation Committee will be assigned to proofread the agreement without loss of pay.
- 6.15 Assistance of C.U.P.E. National
The Union or its members shall have the right to use or have the assistance of C.U.P.E. National.
- 6.16 Appointments of Union Officers
The Union shall list current appointments of Union Officers, Business Agents, and Stewards with the Human Resources Department.
- 6.17 Access To Information
Upon written request by the Union, the Employer will make available any public information in accordance with the provisions of the Freedom of Information and Protection of Privacy Act.

7.00 **MANAGEMENT'S RIGHTS**

Management reserves all the rights not specifically restricted by this agreement.

8.00 **DEFINITIONS**

In this agreement:

- 8.01 Employer
"Employer" means the City of Lethbridge
- 8.02 Employee
"Employee" means a person employed by the City of Lethbridge who is subject to this agreement.
- 8.03 Permanent Full-Time Employee
"Permanent Full-Time Employee" is an employee who has been awarded a posted permanent position and has completed probationary requirements.
- 8.04 Non-Permanent Employee
A "Non-Permanent Employee" is an employee who has completed probation and has maintained seniority as per Clause 13.02.
- a) Part-time - an employee who has been awarded a part-time position or who has worked 12 consecutive months and whose regular workweek is less than the weekly hours as specified in Clause 10.01 and 10.02.
- b) Seasonal or Relief - an employee who has been awarded a seasonal or relief position or recalled as specified in Article 15.00.
- 8.05 Probation Period
All newly hired employees shall be on probation for a period of six (6) months (e.g. 975 hours relating to a 37.5-hour workweek; 1,040 hours relating to a 40-hour

workweek). At the end of three (3) months continuous or accumulative employment, the employee will be advised of any deficiencies in their performance and abilities.

Should the Employer wish to extend an employee's probationary period, reasons for the extension must be provided and the agreement of the Union and the affected employee obtained. The extension of the probationary period shall not exceed three (3) continuous or accumulative months.

Any absences from duty in excess of ten (10) consecutive days will be added to the above probationary period.

Upon completion of the probationary period, an employee's seniority shall date from the original date of employment.

8.06 Trial Period

Any employee awarded a posted position shall be in a trial period for six (6) consecutive and/or accumulative months and upon its completion shall be declared permanent in the position. At the end of three (3) months continuous or accumulative employment, the employee will be advised of any deficiencies in their performance and abilities. If the employee proves unsatisfactory during the trial period, or is not satisfied with the position, the employee will revert to the employee's former position and wage without loss of seniority. Any other employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

8.07 Seniority

Seniority is defined as the length of service in the Bargaining Unit as outlined in the Scope Clause (Clause 6.08) and shall include service with the Employer prior to certification or recognition of the Union.

8.08 Definition of a Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

8.09 Term Relief Posting

A posting where an employee is relieving another permanent employee who is absent because of an approved leave of absence, parental leave, short/long term sickness or accident, or relieving another permanent employee who holds a term relief posting. It is understood that term relief postings will not contribute toward a permanent vacancy as stated in Clause 13.03(b).

8.10 Term Posting

A posting where work is required for a limited period of time. A term posting shall not exceed two (2) years unless mutually agreed by both parties. It is understood that term positions of a special or project nature approved by the Union will not contribute toward a permanent vacancy as stated in Clause 13.03(b).

8.11 Seasonal Posting

A posting where work is required for a specified season (i.e. summer or winter).

9.00 **GRIEVANCE PROCEDURE**

9.01 Definition of a Grievance

Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this agreement.

9.02 Informal Discussion

The employee or employees concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate Supervisor and/or the applicable HR Consultant.

9.03 Presence of Steward

Grievances between the Employer and an employee or the Union shall be heard in the presence of the Steward or authorized Union Representative.

9.04 Meetings Without Loss of Pay

When an employee and/or Union Representative, to a maximum of two (2) people, attend a grievance meeting with the Employer, the time in attendance at the meeting will be without loss of pay. Preparation time and time spent in pre-grievance meetings (to prevent a grievance) will also be allowed without loss of pay. The total length of preparation time and pre-grievance meeting time will be determined by mutual agreement between the Employer and the Union.

9.05 Stewards Leaving the Work Site

A Steward shall not leave their place of work to discuss a grievance with the Employer or an employee during working hours without first notifying their immediate Supervisor. A Steward shall inform their immediate Supervisor with respect to which grievance will be discussed, where such discussions will take place and approximately how long the Steward will be away from the work site.

9.06 Recalls, Health and Safety, Dismissals, Lay-offs

In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (Director Level).

9.07 Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

9.08 Settling of Grievances

THE UNION SHALL HAVE CARRIAGE OF GRIEVANCES WHICH SHALL BE PROCESSED IN THE FOLLOWING MANNER:

Step 1 - The grievance shall be filed with the applicable Business Unit Manager by the Union with a copy to the applicable HR Consultant, within ten (10) working days of the disputed act. The Business Unit Manager shall review the grievance with the union and will render a decision in writing to the Union, within ten working days of receipt of the grievance. A copy of the reply will be sent to the Grievor and applicable HR Consultant.

Step 2 - If the grievance is not settled at Step 1 the grievance may, within ten (10) working days after receiving the decision, be filed by the Union with the Director. The Director or designate shall review the grievance with the Union and the

applicable Business Unit Manager and submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, applicable HR Consultant, and Business Unit Manager.

Step 3 - If the grievance is not resolved in Step 2, the grievance may within ten (10) working days after receiving the decision, be filed by the Union with the City Manager or designate.

The City Manager shall review the grievance with the Union and Director. The City Manager or designate shall submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, applicable HR Consultant, Business Unit Manager and Director.

Step 4 - If the grievance is not settled in Step 3, either party may proceed within thirty (30) working days, to submit the grievance to a Board of Arbitration to be established in accordance with Clause 9.09.

9.09 Arbitration Procedure

(1) The Employer and the Union shall each appoint one (1) nominee to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they shall request the Minister of Labour for the Province of Alberta to select a Chairperson.

(2) Grievances shall receive fair and just consideration.

(3) The Board's decision shall be final and binding on both parties and shall be handed down as expediently as possible.

9.10 Expenses of the Board

Each party shall pay:

(1) The fees and expenses of its Nominee to the Board.

(2) One-half (1/2) of the fees and expenses of the Chairperson.

9.11 Single Arbitrator

The parties shall:

(a) Mutually agree to a single Arbitrator to hear the grievance. The use of a single Arbitrator must be agreeable to both parties.

(b) Pay one-half (1/2) of the fees and other related expenses of the Single Arbitrator.

(c) Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

9.12 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties, verbally and confirmed in writing.

9.13 General or Policy Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, the Union shall first seek to settle the dispute with the Human Resources Manager. If the Union is unable to resolve the dispute with the Human

Resources Manager, a grievance may be filed with the City Manager within thirty (30) working days of the disputed act. Only Grievances submitted by the President, Vice-President or Chief Steward shall be considered.

10.00 **WORKING CONDITIONS**

10.01 Work Schedule - Outside Employees

(a) The regular working hours for outside employees shall be eight (8) hours per day, forty (40) hours per week and shall be between 7:00 a.m. and 6:00 p.m. five (5) days per week.

(b) Alternative work schedules are acceptable if mutually agreed between the Union and the Employer.

(c) If an employee's starting time is changed, the Employer may return the employee to their original starting time. No further change to the employee's start time may occur for the remainder of the calendar week. At the option of the Employer, an employee may be paid overtime and be required to further change their start time.

(d) ENMAX Centre and Recreation Staff Posted Schedules

The starting times on ENMAX Centre and Recreation Staff posted schedules may vary by up to two (2) hours within the calendar week.

10.02 Work Schedule - Inside Employees

(a) The regular working hours for inside employees shall be seven and one-half (7 1/2) hours per day, thirty seven and one half (37 1/2) hours per week and shall be between 7:00 a.m. and 5:00 p.m.

(b) Alternative work schedules are acceptable if mutually agreed between the Union and the Employer.

(c) If an employee's starting time is changed, the Employer may return the employee to their original starting time. No further change to the employee's start time may occur for the remainder of the calendar week. At the option of the Employer, an employee may be paid overtime and required to further change their start time.

10.03 Compensation for Non-Regular Working Hours

(a) Employees scheduled to work outside regular working hours shall have their hourly rate of pay for those hours incremented by \$1.50 per hour.

(b) A shift differential shall not be paid for any hours of work, which are paid on an overtime basis.

(c) A shift differential may not be paid for any hours of work on an employee initiated alternate work schedule.

10.04 Equal Number of Weekends Off

Permanent employees within the same work group required to work on weekends shall be given two (2) other consecutive days off per week. The days off shall be

rotated to provide that employees get Saturdays and Sundays off on an equitable basis whenever possible.

10.05 Rotary Leave Schedule

For the purpose of equalization of bi-weekly pay, the working hours shall be an average of eight (8) hours per day and an average of forty (40) hours per week of those employees working on the Progressive Rotary Leave Schedule.

10.06 Rest Breaks

All employees shall be permitted one (1) fifteen (15) minute paid rest break in each half of their shift.

10.07 Extension of Split Shifts

Where there are split shifts, there shall not be less than two (2) hours break and no shift shall extend for more than ten (10) hours.

10.08 Inside Employees working Eight (8) Hours

The working hours of employees working in the Purchasing, Electric Department and Infrastructure Services Department may be eight (8) hours per day, five (5) days per week, Monday through Friday.

10.09 Field Service Work

The amount of field service work for the Mechanics and Welders will be kept to a minimum.

11.00 **OVERTIME**

11.01 Voluntary Provision

No employee shall be required to work overtime against the employee's wishes. The Employer shall keep overtime to a minimum.

11.02 Overtime Pay

Double time shall be paid for all overtime when requested by the Employer. Work performed before and after the normal working hours, as covered by this agreement, without prior notice shall be considered overtime.

11.03 Distribution of Overtime

The Employer agrees to distribute such overtime as evenly as practical among the members of the Department concerned.

11.04 Emergency Calls

Double time (2X) shall be paid for emergency calls and not less than two (2) hours at double time (2X) for any one (1) call out. Within the two (2) hours, thirty (30) minutes is provided for reporting to work.

11.05 Making up Lost Time

An employee upon approval, may elect, but will not be directed to make up lost time from the employee's regularly scheduled workweek at straight time.

- 11.06 Pay for Working on Regularly Scheduled Days Off
In the event of an employee being called to work on their day or days off, they shall be paid at twice (2X) the hourly rate for each hour worked.
- 11.07 Time Off in Lieu of Overtime
No employee shall be required to take time off in lieu of overtime except where otherwise specified in the Agreement.
- 11.08 Overtime Pay at Employee's Classification
All overtime will be paid at the employee's classification unless the job is classified higher.
- 11.09 Overtime Banking
The purpose of overtime banking is to replace leisure time given up to work overtime, and will include standby and call-outs on Statutory Holidays. Employees shall have the option of two hours double time (2X) pay, subject to the following:
- a) The employee must designate at the time of work, the choice of cash payout or banked time.
 - b) In a calendar year, an employee may bank the dollar equivalent of a regular bi-weekly pay period at regular pay. Once an employee has banked the dollar equivalent of a regular bi-weekly pay period at regular pay, any subsequent overtime shall be paid at the applicable overtime rate.
 - c) Employees must submit a written request for banked time off, a minimum of five (5) days prior to the date of taking the time off. Such time off must be mutually agreeable between the employee and the Business Unit Manager.
 - d) Banked overtime shall be credited in terms of hours and dollars at the rate of pay in effect at the time of earning, and when subsequently taken as time off, the payment for the hours shall be determined by dividing the hours into the dollars banked.
 - e) For permanent employees, the balance of the overtime bank account as of the last day of the calendar year shall be paid out. For non-permanent employees, the balance of the overtime bank account shall be paid out at the point of lay off. If it is known that a non-permanent employee will be working in the last pay cut-off of the calendar year, the balance will be paid out as of the last day of the calendar year.
 - f) In addition to banked time or a cash payout, employees may elect to bank their overtime pay. This is known as banked pay. If an employee elects to bank pay there will be no restrictions on the amount of overtime money that can be banked throughout the pay year. Banked pay may be paid out upon request during the calendar year and cannot be carried forward to another calendar year.
 - g) Overtime worked in emergency situations where cost recovery is possible, may not be banked.

12.00 **STANDBY**

12.01 Standby Assignments

Will be as follows:

Sewer and Waterworks

Monday to Monday, including Statutory Holidays
(4:30 p.m. Monday - 8:00 a.m. the following Monday)

Facility Services

Saturday, Sunday and Statutory Holidays
(Friday 4:30 p.m. - Monday 8:00 a.m.)

Streets and Traffic

Saturday, Sunday and Statutory Holidays
(Friday 11:00 p.m. - Sunday 11:00 p.m.)

12.02 Flat Rate for Standby Assignments

The flat rate will be based on two (2) hours double (2X) time at the standby rate of pay for each weekday, Monday to Friday. The standby rate of pay will be based on three (3) hours double (2X) time at the standby rate of pay for each weekend day (Saturday and Sunday), and each Statutory Holiday that falls within that weekly assignment.

12.03 Emergency Call-Out for Standby Assignments

A call-out rate will be at the standby rate at overtime pay double (2X) time for each and all emergency call-outs.

When the employee's master classification rate is higher than the standby rate, the employee will receive their master classification rate at double time for the emergency call-out.

12.04 Eligibility for Standby Assignments

All employees, in each Department referenced in Clause 12.01 will be eligible for the standby assignment after passing a qualifying exam.

12.05 Procedure for Calls

It is further understood that when a person has been called out, it shall be the employee's obligation to contact the Telephone Answering Service to respond to any additional calls that may have been received while the employee was called out.

If a call(s) was received by a Telephone Answering Service the employee is expected to respond to that call(s) as part of the original call-out.

If no call(s) has been received by a Telephone Answering Service and an employee returns to their residence, subsequent call-outs will be considered another call-out.

12.06 Referral Calls
Trouble calls that can be satisfied through the standby employee making a referral call to another City agency shall not be considered call-outs. These are deemed paid for by the flat rate standby payment.

12.07 Pre-established Schedule
Availability for standby will be on a voluntary basis, but scheduled on a pre-established schedule.

13.00 **SENIORITY AND PROMOTIONS**

13.01 Seniority Lists
(a) The Employer shall maintain two seniority lists (permanent/non-permanent) showing employees' seniority. Seniority lists will be sent to the Union and posted by March 31st each year (calculated up to the first payroll cut-off in March).

(b) Seniority accumulation shall be based on calendar day tenure for permanent employees or hours worked (including banked vacation time taken) for non-permanent employees. When a non-permanent employee becomes a permanent employee, that employee will retain all accumulated seniority on the new list.

(c) These lists will be used to determine seniority until new lists are posted the following year. Permanent seniority shall take precedence over non-permanent seniority. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

(d) Where the qualifications and abilities of two or more non-permanent candidates for a permanent position are deemed to be equal (such that seniority will govern the job selection under Clause 13.03), the Human Resources Department will calculate the seniority for these non-permanent employees up to the most recent payroll cut-off prior to the closing date of the job posting.

13.02 Loss of Seniority
Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, regular seasonal lay-off, parental leave, union leave or union related leave of absence approved by the Employer. Seniority shall continue to accrue during the aforementioned periods, except during the periods of lay-off and non-employment related leaves of absence.

An employee shall lose seniority and be considered terminated if:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee notifies the Employer of their voluntary resignation.
- (c) The employee has not attended the spring seasonal selection meeting nor selected a seasonal position.
- (d) An employee is laid-off in excess of two (2) years.

(e) A request for early lay-off is denied and the employee chooses to terminate their employment. Reasons will be provided for requests which are denied.

13.03 Vacancies

a) When a permanent vacancy occurs, the vacancy shall be posted. Selections shall be made from the staff of the bargaining unit, provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are equal, seniority shall govern.

b) A permanent vacancy will be posted when an employee has worked in the same position and same department for two (2) consecutive years (4160 hours for outside employees; 3900 hours for inside employees; includes banked vacation time taken).

13.04 Term/Relief Postings

(a) An employee who is selected for a term/relief posting shall be required to complete that term before commencing in another term/relief posting unless there is mutual agreement between the parties to the contrary.

(b) Once an employee has completed a term/relief posting, the employee will revert to the employee's former position and wage or be provided with an alternative position at not less than the same wage as the employee's former position.

13.05 Job Postings

Notices of job vacancies giving classifications and rates of pay shall be posted for seven (7) calendar days and a copy sent to the Union. After the appointment is made, the Secretary of the Union shall be notified of the successful employee's name.

13.06 Employees Obtaining Non-Union Positions

If an employee competes for a non-union position and is successful, seniority accumulated up to the date of leaving the bargaining unit shall be retained for six (6) months but the employee will not accumulate any further seniority. The employee shall have the right to return to their former position in the bargaining unit within six (6) months. Union dues deductions shall continue up to and including the six months.

Any other employee promoted or transferred because of this situation shall also be returned to their former position, or wage, without loss of seniority.

14.00 **CHANGE OF WORK**

14.01 Pay for Temporary Duties

When an employee is required to temporarily assume the duties of another employee, absent on ordinary leave, such as sickness and holidays, wherein such a position carries with it a lesser rate of pay, this employee's rate of pay will not be reduced providing the period does not exceed twenty-six (26) weeks. While assuming the duties of a higher rated position, an employee shall receive that rate of pay.

14.02 Pay for Working Different Classifications in One Day
An employee who works in a number of classifications in one (1) day, shall be paid the highest rate of pay to the next full hour or the employee's master classification, whichever is greater. If the employee works four (4) hours or more in the higher pay classification, the employee shall be paid the highest pay classification for the full shift. To be eligible under this Clause, the employee must perform a substantial portion of the duties of the higher classification.

14.03 Assuming Non-Bargaining Unit Duties
Employees who are delegated by City Management to temporarily perform positions out of the bargaining unit shall receive twelve percent (12%) above the employee's own master classification rate.

In no case shall the bi-weekly wage exceed the salary of the Non-Union Supervisor being replaced.

The employee shall have the right to refuse such work assignment.

14.04 New and Major Repair Work
The Employer will endeavour to make available to the employees within the bargaining unit as much new and major repair work as possible.

14.05 Re-Assignment Into a Different Classification
(a) Management has three (3) days in which they can re-assign an employee into a different classification.

(b) Any re-assignment in excess of one (1) day has to take into consideration employee seniority.

(c) When the senior employee(s) is not re-assigned after one (1) day, the employee shall be paid the higher rate.

(d) Seniority on transfers or change of work will apply, if qualified.

15.00 LAY-OFFS AND RECALL

15.01 Role of Permanent Seniority
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, permanent employees shall be laid-off in the reverse order of their seniority.

15.02 Permanent Employee Lay-off
The Employer and the Union will work together to minimize disruption to the workforce. In the event the Employer is considering a reduction in the permanent work staff for any reason, the Employer shall advise the Union prior to any notification being given to employees.

Unless legislation is more favourable to the employee, permanent employees shall receive thirty (30) paid working days notice prior to the date of lay-off. A permanent employee who has been given lay-off notice shall within forty-eight (48) hours, choose one of the following options:

- (a) displace a less senior permanent or non-permanent employee in a classification with the same or lesser end rate of pay provided the employee has the qualifications to perform the work.
- (b) take a vacancy with the same or lesser end rate of pay, provided they have the qualifications to perform the work.
- (c) choose to accept layoff.

15.03 Outside Non-permanent Employees

- (a) For the purposes of this clause the following Section List will be used:

Parks Operations Services
Transportation Services
Water and Wastewater Services
Waste & Recycling Services
Fleet Services
Facility Services
Community Services
Wastewater Treatment Plant

- (b) Process

The Employer will make all seasonal work in the Sections noted in the Section List available to the non-permanent workforce. This will include the spring seasonal positions and winter seasonal positions.

- i) Spring Seasonal Positions

Spring seasonal positions are divided into two categories, posted positions and general labour pool positions.

Posted Positions:

The postings will be available at the Human Resources office in March. An interview process (written and/or oral, depending on the nature of the position) may be used to select employees for posted positions. An employee, who is successful in obtaining a posted position and performs satisfactorily, has the right to the same position in subsequent seasons.

Labour Pool Positions:

The general labour pool selection meeting will be held in April. Employees will select their preferred general labourer Section in order of seniority. Selections will be made at the selection meeting or by providing the Employer with a written indication of preference by the Monday preceding the selection meeting. Once a selection is made, the employee will not be permitted to make a selection change. One (1) Union Officer shall attend the selection meeting without loss of pay. Employee attendance will be without pay.

- ii) Winter Seasonal Positions

Winter seasonal positions will be posted for the Section for which they are required. Preference will be given to employees within the Section. An interview process (written and/or oral, depending on the nature of the position) may be used to select employees for posted positions. An

employee, who is successful in obtaining a posted position and performs satisfactorily, has the right to the same position in subsequent seasons.

iii) The Employer may move employees between Sections in situations involving inclement weather, emergencies and short-term replacement relief.

(c) Spring Orientation

An orientation meeting will be held with non-permanent employees on their first day of work to confirm their work assignments, receive orientation on matters of safety and union affairs, sign-on to payroll and review any other related matters. At least one (1) and no more than two (2) Union Officers shall attend the orientation meeting without loss of pay.

(d) Seasonal Lay-Off

Once seasonal employees are placed in their seasonal work they cannot bump or be bumped while they remain in that seasonal work. When the seasonal work is completed, non-permanent employees will be subject to lay-off, or reassignment within the Section, according to seniority. If senior employees are given a lay-off notice, they will have the right to bump into a labour pool position within their own Section, which is occupied by a junior employee. Non-permanent employees shall give notice when they will be available for work, before they are laid-off.

Unless legislation is more favourable to the employee, the Employer shall notify seasonal employees five (5) working days prior to the effective date of the regular seasonal lay-off. Any seasonal employee who requests early lay-off may lose seniority as per clause 13.02. Seasonal employees must complete a request at the time of lay-off, in order to remain on the seniority list.

15.04 Casual Clerical Pool

Casual clerical pool employees may relieve in a position for annual vacation, sickness, parental leave, or temporary work requirements. Casual clerical pool employees will be paid at the Clerk II rate of pay unless they are in a posted position. All maternity leave relief positions shall be posted. Relief placements will be handled through the Human Resources Department.

Using the master non-permanent seniority list, employees will be called for employment as required according to seniority provided that they have the necessary qualifications and ability.

Casual clerical pool employees may accept or reject an assignment without loss of seniority. Once a Casual clerical pool employee accepts an assignment the employee shall be locked into that position for the entire relief period unless otherwise agreed. This does not have application in the case where the employee is applying for a posted position.

15.05 Inclement Weather

(a) Non-permanent employees whose work is affected by inclement weather shall be offered alternate work, if available, in order of seniority. All non-permanent employees shall report for work each and every day regardless of weather conditions, and shall remain at work until management advises that work will be discontinued for the day. If an employee is participating in pre-scheduled training they will advise their supervisor and continue the training.

(b) Employees in posted term positions shall not be affected by inclement weather, excluding those positions posted as 0 to 40 hour positions.

15.06 Current Address of Employee

It is the responsibility of the laid-off employee to advise the Human Resources Department, by letter, of their current address and telephone number. There is no obligation upon the City to attempt to locate laid-off employees who cannot be contacted at the most recent address and telephone number provided.

16.00 **STATUTORY HOLIDAYS**

For the purposes of this Article “normal pay for the day” shall mean an employee’s master rate of pay multiplied by their regular hours; 7.5 hours for inside employees and 8 hours for outside employees. Wastewater Treatment Plant employees and Sewer Rodder employees on an approved compressed work week schedule receive statutory entitlement in accordance with hours worked and do not have to make up hours.

16.01 Paid Holidays

The following shall be considered paid holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all general holidays proclaimed by the City of Lethbridge, the province of Alberta or the Dominion of Canada. No deduction in the wages or salaries of any employee shall be made on account of the above mentioned holidays occurring during regular work periods, provided the employee has worked the scheduled day immediately preceding or following the holiday, unless that scheduled day is covered under the Disability Clauses of this agreement.

16.02 Pay for Holidays on Employees' Days Off

If the Statutory Holiday falls on an employee's day off, the employee shall be entitled to their normal pay for the day or be given a day in lieu of their normal pay for the day. If the employee chooses a day in lieu of normal pay for the day, that day will be taken at the mutual convenience of both parties.

16.03 Pay for Working Holidays

If a statutory or declared holiday falls on an employee's regular working period and is worked, the employee shall be paid at two times (2X) the hourly rate of pay, as covered by this agreement, for each hour worked in addition to the employee's normal pay for the day.

16.04 Proclamation of New Statutory Holidays

If any Governmental Body, whose authority is binding in these matters, proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this section, in which case the proclaimed holiday only shall be recognized.

16.05 Holidays Celebrated on the Following Monday

With respect to holidays which fall on Saturday or Sunday and are commonly celebrated on the Monday following (when such Monday is declared by the City as the day in lieu of the Holiday) the premium pay shall be paid with respect to the Monday and not with respect to the Saturday or Sunday. With respect to shift employees, premium pay shall be paid on the actual holiday and not on the Monday following.

16.06 Pay for Non-Permanent Employees

(a) Pay for statutory holidays will be calculated on the basis of all time worked at regular rates, statutory holiday time worked and any paid leave taken during the pay period in which the holiday occurs. Maximum hours will not exceed 80 hours for outside employees or 75 hours for inside employees during the pay period. Total hours worked will be divided by (10 days minus number of statutory holidays in the pay period).

Example:

1. A Non-Permanent works a statutory holiday Pay Period Employee (A)
60 hours - regular time including paid leave taken
7 hours - worked on statutory holiday

67 hours TOTAL

67 hours divided by 9 days = 7.4 hours

Therefore, the Non-Permanent Employee would receive 7.4 hours of statutory pay.

2. A Non-Permanent employee does not work a statutory holiday Pay Period Employee (B)

50 hours - regular time including paid leave taken
0 hours - worked on statutory holiday

50 hours TOTAL

50 hours divided by 9 days = 5.5 hours

Therefore, the Non-Permanent employee would receive 5.5 hours of statutory pay.

- (b) If the employee works on the Statutory Holiday, the employee will be paid two (2) times the regular rate of pay in addition to the payment provided in 16.06 (a).

17.00 **ANNUAL VACATION**

17.01 (a) Annual Vacation

All permanent employees, hired effective January 1, 2009 or thereafter, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An employee entering the service after the fifteenth (15th) of any month, will be considered for vacation entitlement purposes to have entered the following month.

In the first (1st) calendar year of an employee's service the Employee shall receive up to 15 days of vacation as determined by the month they started their employment.

<u>MONTH ENTERING SERVICE</u>	<u>VACATION ENTITLEMENT</u>
January	15 days
February	15 days
March	15 days
April	13 days
May	10 days
June	9 days
July	8 days
August	6 days
September	5 days
October	4 days
November	2 days
December	1 day

In the second (2nd) calendar year and each subsequent calendar year of service, the employee shall receive 15 days of vacation.

In the eighth (8th) calendar year and each subsequent calendar year, the employee shall receive four (4) weeks of vacation.

In the eighteenth (18th) calendar year and each subsequent calendar year, the employee shall receive five (5) weeks of vacation.

In the twenty-sixth (26th) calendar year and each subsequent calendar year, the employee shall receive six (6) weeks of vacation.

Upon termination of employment, an employee will be paid out a pro-rated amount of vacation based on the number of calendar months worked prior to termination less any vacation time already taken in that year. Employees who have taken vacation leave in excess of the amount that would be paid out upon termination will have any excess reversed and the applicable amount will be deducted from any monies owing to the employee by the corporation.

17.01 (b) Length of Vacation

All permanent employees hired prior to January 1, 2009 and who have remained in continuous regular employment with the City, are subject to an accrual based vacation system, whereby they earn vacation in one year to be taken in the following year.

Upon termination of employment, an employee on this system is entitled to be paid out their outstanding accrued vacation time for the prior year plus a pro-rated amount of vacation earned in the current year up to and including the termination date.

17.02 Emergency Call-Back

It is agreed that any employee shall not be called back to work while on annual vacation except in case of extreme emergency.

17.03 Declared Holidays

Statutory or declared holidays are not included in the vacation period.

17.04 Employer Requesting a Change

If the employer has cause to request an employee to change their holiday period, the employer must give the employee at least two (2) weeks notice of such change, except in cases of extreme emergency.

17.05 Vacation Lists

Each department or section shall be required to post a vacation list where it can be seen by all employees in the department or section. A copy of these lists will be made available to the Secretary of the Union. These lists will be used from year to year to determine the choice of vacations for all employees in each category. Where there is an even number, the first two (2) names on the list will reverse order at the bottom of the list each year. Where there are an odd number, the first two (2) names on the list will move to the bottom of the list each year without reversing. In all cases, any new employees will be added below those on the list. This may be excluded where the Union, in agreement with the Employer, concurs that it need not apply.

17.06 Non-Permanent Vacation Pay

(a) Non-Permanent Employees hired on or after September 21, 1998 will receive vacation pay according to the current provisions of the Employment Standards Code. Non-Permanent Employees hired before September 21, 1998 shall receive vacation pay based on their service in hours according to the following schedule:

4% vacation pay up to 3119 hours
6% vacation pay 3120 to 8319 hours
8% vacation pay 8320 to 18719 hours
10% vacation pay 18720 to 27039 hours
12% vacation pay 27040 and over

(b) Non-Permanent Employees will be paid Vacation Pay on a bi-weekly basis on their regular pay cheque.

(c) If a Non-Permanent Employee has met the eligibility criteria of 4160 hours, they may at the point of eligibility or subsequently at the commencement of the calendar year elect to:

(i) Bank Vacation Pay for use as Vacation Time during the current calendar year and/or,

(ii) Bank Vacation Pay for use as Vacation Time during the following calendar year or,

(iii) Bank Vacation Pay and be paid out at the end of the current calendar year, or at the end of the following calendar year.

(d) Non-Permanent Employees who are given notice of lay off may elect to be paid out all or part of Banked Vacation Pay at the time of lay-off.

Vacation time cannot be used to reduce or extend a period of lay-off. (e.g. inclement weather or regular seasonal lay-off).

Banked Vacation may be paid out upon request during the current and/or the following calendar year provided the employee has not been laid off. Vacation Pay remaining in the Bank at the end of the following calendar year must be paid out. Seniority shall continue to accrue during approved vacation time but not for any period that is paid out.

(e) Non-Permanent Employees whose status changes to permanent shall receive vacation pay up to and including the day before the effective date of such a change in status. If the employee has a Vacation Pay Bank, the balance of that Bank will be paid out in full prior to the status change to permanent. The employee's paid vacation entitlement for the remainder of the calendar year will be calculated from an employee's permanency date and will be pro-rated as per Clause 17.01(a). If such employee's paid vacation in the year the employee attains permanent status is less than ten (10) days, then such an employee shall be allowed time off without pay so that the total vacation period (paid and unpaid) is ten (10) days.

17.07 Approved Leave During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during the period of the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.

In all cases of illness while on vacation, an employee will have vacation credits correspondingly to the number of days ill provided that a medical certificate is provided for all days claimed.

17.08 Vacation Splits

An employee shall be allowed, with approval, to split their annual vacation or take it in a continuous block.

17.09 Disability Vacation Payout
Any employee who at December 31 of a given year is on short-term disability and has been on said short term disability for a duration of six (6) months or longer, shall be paid any remaining previous year's vacation entitlement. At the point in time where the employee has been on disability for one year, the employee shall be paid their remaining vacation entitlement.

17.10 Vacation Carry-Over
Permanent employees entitled to three weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation with Business Unit Manager approval.

18.00 LEAVE OF ABSENCE

18.01 Leave Without Pay
An employee may be granted leave of absence without pay and without loss of seniority only insofar as the operation of the department will permit.

18.02 Requests and Authorization of Leave
Requests for leave shall be in writing with reasonable notice and authorized by the Department Head or Manager.

18.03 Appeal to City Manager
If an employee's request for leave is refused, the employee shall have the right of appeal to the appropriate Manager who will meet with the employee concerned before rendering a decision. Should the request for leave of absence be refused by the employee's Manager, the employee shall have the right to appeal in writing to the City Manager whose decision shall be final.

18.04 Job Security
On the return from such leave, an employee shall be entitled to his or her former position.

18.05 Extension of Leave
Sufficient and reasonable notice must be given for an extension of leave of absence and be authorized by the Department Head or Manager. If authorization is not received and the employee has not returned to work at the expiration of authorized leave, the employment will be terminated. Application for extension of leave must be in writing. Where this is not possible, it can be requested verbally and confirmed in writing within five (5) days.

18.06 Union Leave of Absence
If possible, application for leave of absence on Union business will be made to the Business Unit Manager not less than two (2) weeks prior to such leave. Applications will contain the names of Union members for which leave is required. If the names submitted are not agreeable to the Employer, the Union will be advised of the reason in writing by the Business Unit Manager within three (3) working days of receipt of the request and alternate names will be submitted by the Union. The Union shall reimburse the employer for salary, wages and benefits paid during such leave.

18.07 Benefits While on Leave

An employee who has been granted a leave of absence of any kind for any period is responsible for both the employee and Employer benefit premiums during the entire period of leave should they choose to continue with these benefits. The employee will also be responsible for their portion of pension contributions for one year, after which the employee will be responsible for both the employee and Employer contributions should they choose to continue with these benefits.

18.08 Illness Within the Family

An employee shall be allowed up to a maximum of ten (10) days leave annually without pay, but without loss of seniority or benefits, due to an illness within the immediate family. Such an employee may elect to debit their vacation credits rather than take unpaid leave. Vacation accrual shall not be affected.

19.00 **PARENTAL LEAVE**

Both the Union and the City recognize the provisions and authority of the Maternity Benefits section of the Employment Standards Code of Alberta.

19.01 Length of Parental Leave

Parental leave shall be made available to all employees. The total leave to be taken, at the employee's discretion, shall not exceed fifty-two (52) weeks in the case of birth mothers and forty (40) weeks in the case of fathers and adoptive parents, and shall include the period before and after the estimated date of delivery, and/or receipt of the adoptive child.

19.02 Shortening of Leave

An employee, with the agreement of the Employer, may shorten the duration of the period set out in Clause 19.01 by providing the Employer with a medical certificate indicating that resumption of work will not endanger the employee's health.

19.03 Notice to Employer

(1) The employee shall give the Employer four (4) weeks notice in writing of the day upon which the employee intends to commence parental leave, together with a medical certificate certifying that the employee/the spouse is pregnant and giving the estimated date of delivery.

(2) The prospective adopting parent shall, if possible, give the Employer two (2) weeks notice in writing of the day upon which the employee intends to commence leave, together with a letter from Alberta Social Services indicating the estimated date of receipt of the child.

19.04 No Prior Notice Provision

An employee who fails to comply with Clause 19.03 shall be entitled to parental leave if, within two (2) weeks after the employee ceases work, a medical certificate is provided, indicating the employee/the spouse is not able to work by reason of her pregnancy and giving the estimated or actual date of delivery. In the case of adoption a letter from Social Services confirming receipt of the child will be required.

19.05 Resuming Employment

An employee who wishes to resume employment shall give their Department Head four (4) weeks notice in writing of the day on which the employee intends to resume employment.

The Employer shall:

(a) reinstate the employee in the position occupied by the employee at the time parental leave commenced, or

(b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced parental leave. The City of Lethbridge is not required to allow an employee to whom parental leave has been granted to resume employment until after the expiration of four (4) weeks from the day on which the employee notifies the Employer of their intention to resume employment.

19.06 Interference with Performance of Duties

(a) Where the pregnancy of an employee interferes with the performance of the employee's duties, the City of Lethbridge may, by notice in writing to the employee, require the employee to commence parental leave under Clause 19.01, but not to exceed the twelve (12) weeks immediately preceding the estimated date of delivery.

(b) During cases of pregnancy, an employee may be unable to perform all the duties of her own position but may well be able to perform alternate work. It is therefore desirable to both the City and the Union that alternate work be provided. If alternate work at an equivalent rate of pay is available within the bargaining unit, it will be provided. If, however, this is not possible, alternate work at a lesser rate of pay will be offered. The employee shall have the right to refuse alternate work and elect, instead, to commence parental leave.

19.07 No Termination or Lay-Off

The Employer shall not terminate the employment of or lay off an employee who by reason only that the employee is pregnant or that parental leave has been taken.

19.08 Benefits and Entitlements

a) Voluntary parental leave shall be without pay, sickness benefits or vacation entitlement. The employee on such leave will not lose seniority.

b) The employee may be entitled to disability benefits in accordance with Clause 28.01 for a pregnancy-related illness, which occurs during the leave.

19.09 Job Security

(a) Where the Employer has suspended or discontinued operations in part or in full during the period of an employee's parental leave, and they have not been resumed at the expiration of leave, the Employer shall, upon resumption of operations:

(i) reinstate the employee in her/his former position at not less than the same wages and other benefits accrued to the date parental leave commenced, or

(ii) provide the employee with alternative work in accordance with the provisions of Clause 13.02, Loss of Seniority.

(b) The requirement for the Employer to reinstate or provide alternative work extends for a period of twelve (12) months from the date of expiration of the employee's parental leave.

19.10 Benefits While on Parental Leave

Employees on parental leave may elect to continue Core Extended Health Care and Core Group Dental Coverage for the duration of their leave provided that they undertake to pay 50% of all premium costs of these benefits.

Such employees may also elect to continue to contribute to the Local Authorities Pension Plan. If such an election is made the City of Lethbridge will also continue to make the required employer contributions during the period of absence.

19.11 Birth and Adoption Leave

One (1) working day shall be granted, with pay, to all employees for either the birth or adoption of a child.

20.00 **COMPASSIONATE LEAVE**

20.01 Length of Leave

All employees covered by this agreement shall be entitled to compassionate leave up to a maximum of three (3) scheduled work days with pay at the rate being paid on the working day prior to going on leave on the death of an immediate relative, spousal or common-law spousal immediate relative as follows: son, daughter, spouse, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, legal guardians, grandchildren, daughter-in-law, son-in-law, grandfather-in-law and grandmother-in-law.

If an employee receives notification of their loss during a shift already started, the employee may be excused from work with pay for the balance of that shift, and compassionate leave will commence on the following day.

20.02 Funeral Leave for C.U.P.E. Member

In the event of the death of any member of Local #70, any employee covered by this agreement, if they so wish, may take one-half (1/2) day off without pay to attend the deceased member's funeral provided that the employee gives notice of their intention to their Supervisor prior to the completion of the shift on the day previous to the funeral.

20.03 Pallbearer's Leave

If an employee is a pallbearer at a funeral in Lethbridge, the employee will receive one-half (1/2) day's pay. If the funeral is out of town, the employee will receive one (1) day's pay.

20.04 Travel Time

If the employee requires traveling time exceeding the maximum of three (3) scheduled work days of allowed compassionate leave, the employee may apply to the Business Unit Manager for traveling time up to a maximum of two (2) days.

21.00 **COURT OR JURY DUTY**

21.01 Pay Entitlement - Court Appearances

Where an employee is required to attend court, coroner's inquest, or other tribunal, to give evidence on any matter or occurrence of which the employee has knowledge by reason of employment with the Employer, the employee shall be entitled to receive normal pay, or such attendance fees as are awarded, whichever is the larger amount. Should the employee elect to receive normal pay, any attendance fees must be paid to the Employer with the exception of awarded expenses for travel, meals and lodging.

21.02 Pay Entitlement - Jury Duty

Where an employee is subpoenaed for jury duty, pay provisions will apply in accordance with Clause 21.01.

21.03 Pay Entitlement - Criminal Case

No employee shall be entitled to receive such pay where the employee is summoned to give evidence in any civil litigation to which the City is not a Party, or where the employee is summoned to give evidence in a criminal case, or when the employee is the person charged in any court, unless such criminal case arises out of actions by the employee in the course of their employment.

This will not apply where the City and the employee are both charged and/or convicted under the Occupational Health and Safety Act.

22.00 **TRAINING**

22.01 Management and Union Participation

Management and Union participation in training courses and seminars will be dealt with on an individual or group basis.

22.02 Apprenticeship Program

The Employer and the Union agree to establish an apprenticeship program for all trades.

22.03 Course Attendance Pay

Employees who are directed to take courses or clinics shall be paid for all hours while attending said courses. Overtime rates will not apply for the payment of wages involved nor will wages be paid for time spent traveling to or from such courses or clinics.

23.00 **HEALTH AND SAFETY**

23.01 Health and Safety Commitment

The Union and the Employer recognize the importance of a healthy and safe workforce and are committed to promoting safe work practices.

23.02 Disclosure of Information

Upon receipt of written request, the Employer shall provide the Union with available information on chemicals, which identifies all biological agents, compounds,

substances, by-products and physical hazards associated with the work environment.

23.03 Safety and Health Record, Reports and Data

The Employer will provide the Union, upon written request, with any available non-confidential information on accidents, and Health and Safety matters within the provisions of Alberta's Freedom of Information and Protection of Privacy Act.

23.04 Time Off for Health and Safety Training

The Employer may grant time off to employees from work, with no loss of seniority, to attend seminars on Health and Safety matters.

23.05 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job, or in a workplace, or to operate any equipment where the employee believes it would be unsafe, until such time as it is approved safe by the Corporate Safety Manager and/or the Alberta Labour, Workplace Health and Safety Officer.

When complaints are made regarding safety, a report shall be completed by the Corporate Safety Manager with a copy sent to the Union within three (3) working days.

23.06 Proper Training

Prior to commencement of work employees required to work on any job or operate any piece of equipment shall receive proper safety training and operational instructions.

23.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

23.08 First Aid Kits

All machinery and vehicles shall be equipped with first aid kits where determined necessary. The use of any supplies from such kits must be recorded in the accident report book.

23.09 Excavation Work

When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in the carrying out of the work.

23.10 Safety Equipment

Appropriate safety equipment shall be provided and replaced when it has lost its protective ability.

23.11 Safety Footwear for New Employees

(a) All new employees coming into the City's employ who will be assigned to work areas requiring the wearing of safety footwear will be required to report with their own safety footwear.

(b) Upon completion of the probationary period pursuant to Clause 8.05, employees will qualify as applicable.

23.12 Working Alone
Suitable communication equipment shall be made available to all City employees for emergency purposes.

24.00 **CLOTHING**

24.01 Clothing Supplied
(a) The Employer shall determine and provide clothing for the purposes of identification and safety on an as required basis.

(b) Clothing items will be replaced upon satisfactory proof of need to the Supervisor and provided that the item to be replaced is returned to the Supervisor.

(c) All work clothing with City of Lethbridge identification must be returned to the Supervisor upon termination of the employee's employment.

24.02 Clothing to be Worn on Duty
Clothing issued at the request of the department shall be worn while on duty and shall be kept in a clean and neat appearance.

24.03 Laundry Facilities
The employer shall provide laundry facilities (at no cost to the employee) for contaminated work clothes at the following sites: Parks and Facilities depot, Public Works Building, Equipment Pool, Sanitation Depot and Waste Water Treatment Plant. Other locations may be added upon agreement between the Union and City.

25.00 **EMPLOYEE'S VEHICLES**

No employee shall use their own vehicle to transport the Employer's equipment but the Employer may hire the employee's vehicle if the employee is agreeable.
No employee shall be required to use their car for transportation from job to job during working hours, unless paid for same.

26.00 **TOOLS AND EQUIPMENT**

All Mechanics, Welders, Utility Workers in the Equipment Pool and Machine Operators and Industrial Mechanics, who are required to supply tools for the job shall receive a tool allowance, in accordance with the following schedule:

Mechanics up to seven hundred dollars (\$700.00) per year;
Welders up to three hundred and fifty dollars (\$350.00) per year,
Utility Workers up to two hundred dollars (\$200.00) per year;
Machine Operators up to one hundred dollars (\$100.00) per year.

Eligibility for tool allowance will be based on the previous year's service for full eligibility (i.e. 12 months). Employees with lesser service will have their tool allowance pro-rated.

All amounts payable upon presentation of receipt and itemized list.

27.00 **DISCIPLINE AND DISMISSALS**

27.01 Just Cause Only

An employee may be dismissed or disciplined for just cause only.

27.02 Disciplinary Action

Disciplinary action shall be defined as an oral warning, written warning, suspension and/or dismissal issued to any employee as a result of any discussion with supervisory personnel. When any disciplinary action is taken and recorded on the employee's personal file, the secretary of the Union shall be sent a copy. Such action shall be brought to the employee's attention within ten (10) working days of the Employer becoming aware of the incident giving rise to the action.

Counselling shall not be construed as a disciplinary action and shall not be referred to in any future disciplinary action.

The record of an employee shall not be used against the employee after twenty-four (24) months following the incident.

27.03 Right to Have a Steward Present

An employee shall have a steward or Union Representative present at any discussion with supervisory personnel, which the employee believes, might be the basis of disciplinary action. Where a supervisor intends to interview the employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a steward or Union Representative to be present at the interview. No employee is required to answer to the charges without a Union Representative present.

The employee reserves the right to waive the right to have a steward or Union Representative present, and such waiver shall be in writing and signed by the employee in the presence of a Union Representative and an employer's representative.

If disciplinary action results from any meeting with supervisory personnel without a steward or Union representative present or a signed waiver, it shall be void.

A steward or local union officer shall have the right to consult with a C.U.P.E. staff representative and to have them present at any discussion with supervisory personnel, which might be the basis of discipline.

28.00 **DISABILITY**

28.01 Non-Occupational Disability

(a) Permanent full-time employees are entitled to benefits provided through the Disability Partnership.

(b) Non-permanent employees are entitled to Extended Disability Benefits if eligible under Clause 31.02(a).

- 28.02 Medical Exam
The Employer reserves the right to require a medical examination at the expense of the Employer.
- 28.03 Pay Based on Master Classification
Employees who are absent from work, due to accident or sickness, shall have their sick pay based on their master classification.
- 28.04 Occupational Disability
The Employer agrees to pay wages to permanent employees covered under this agreement, with three (3) months of continuous service, for absences caused by occupational accident coming within the terms of the Worker's Compensation Act of Alberta under the following conditions:
- (i) 100% of the employee's wages for any one absence up to but not exceeding twenty six (26) weeks.
 - (ii) Compensation is payable by the Worker's Compensation Act of Alberta for the period of the absence.
 - (iii) The employee has produced a medical certificate signed by a fully qualified medical practitioner or a fully qualified chiropractor stating that the employee was unable to work.
 - (iv) Compensation monies received are paid over to the Employer.
 - (v) The employee notified the Supervisor or the person on duty of his/her inability to work.
- 28.05 Accommodation
The Employer and the Union shall share joint responsibility in the facilitation of Accommodation.
- 28.06 Reporting of Absence
It is the employee's responsibility to notify the Supervisor or the person on duty at least one (1) hour before the employee's regular starting time if the employee is unable to work.
- 28.07 Union Employer Cooperation
The Employer and the Union (through the Steward) agree to cooperate in education and counselling in an effort to control sick leave and the costs thereto.
- The Employer agrees not to introduce any sick leave reporting forms or amend other sick leave provisions without the approval of the Disability Partnership.
- 28.08 Prior Notice of Return to Work
When an employee reports back to work from sickness or Workers' Compensation without prior notice, the employee will not be placed in their classification according to seniority until the day following their return to work.

29.00 SUBSTANCE ABUSE TREATMENT PROGRAM

The Employer and the Union recognize Alcoholism and Drug Abuse as a treatable illness. Employees suffering from alcoholism and/or other drug abuse are expected to seek treatment as they would for any other illness, which impairs performance of

their work. While receiving treatment, the employee shall be eligible for sick benefits, and following completion of the treatment the employee shall be returned to their former position without loss of seniority.

30.00 PERMANENT EMPLOYEE BENEFITS

30.01 Flexible Benefit Plan

a) The benefits provided to employees under the Flexible Benefit Plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer's contract with Alberta Blue Cross Extended Health Care and/or Alberta Blue Cross Dental, be terminated, the Employer and Union will meet to negotiate the applicable benefit(s).

b) The monthly premium costs for core benefits will be paid as follows:
i) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
ii) Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by employees.

c) Should Alberta Healthcare premiums cease, the Employer will maintain the 2008 level of flex credits, in addition to any newly negotiated increases.

d) Permanent employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.

e) Costs for the administration of the flexible benefit plan will be paid 100% by the employees. Employee contributions will be deducted from flexible credits on an annual basis.

f) The benefit plan year is January 1st to December 31st.

30.02 Illness and Disability Benefits Coverage

A permanent employee who is absent from work because of illness or disability shall continue to enjoy core Extended Health Care and core Group Dental coverage for as long as the member qualifies for disability benefits through the Disability Partnership.

30.03 Pension

The Employer agrees to continue the pension coverage under the Local Authorities Pension Plan for all eligible employees covered by this agreement.

31.00 NON-PERMANENT EMPLOYEE BENEFITS

31.01 Health and Dental Benefit Entitlement

a) All eligible employees may be covered under the Alberta Health Care Insurance Plan, Extended Health Care Plan and Dental Plan in accordance with the terms of the contract. The Employer shall contribute 100% of the total premium cost for employees so enrolled.

b) Eligibility for the benefits in “a” shall be determined based on length of service in hours, as follows:

- i) Alberta Health & Extended Health Care at 4160 hours
- ii) Dental Care at 5200 hours

31.02 Other Benefits

a) Non-permanent employees are eligible for Extended Disability Benefits after achieving 2600 hours of service.

b) Non-permanent employees are eligible for Pension coverage under the Local Authorities Pension Plan, after achieving 8320 hours of service.

c) Non-permanent employees are eligible for Life insurance, Accidental Death & Dismemberment insurance and available optional insurances after achieving 8320 hours of service.

31.03 Mandatory Benefits

Once the qualifying hours set out in Clause 31.01 (b) and 31.02 are achieved, benefits become mandatory unless the employee is currently covered under a spousal plan.

31.04 Illness and Disability Benefit Coverage

A non-permanent employee who is absent from work because of illness or disability shall continue to enjoy Alberta Health Care, Extended Health and Dental benefits (if qualified above) without costs until the employee has been absent for a period of twelve (12) months or until the employee's normal lay-off date, whichever occurs first.

32.00 LABOUR MANAGEMENT COMMITTEES

The parties recognize the benefits of communicating with one another on a regular basis on matters of mutual interest. Therefore, a Labour Management Committee will be struck. The Committee will consist of three (3) members of the Union and three (3) members of Management. The Committee will establish a chairperson and that position will rotate between the Union and Management members. The Committee will meet once every three (3) months. The Chair will be responsible for preparing and distributing an agenda two (2) weeks prior to each meeting.

The Committee may discuss any matters of mutual interest to the parties, but will not discuss matters relating to current collective agreement negotiations or active grievances.

33.00 CLASSIFICATIONS

33.01 Work Hour Classification

All permanent employees will be classified and paid all year round in their permanent classification, except employees who request a lower classification and disciplined employees placed in a lower classification who will be paid a lower classification rate of the classification transferred to. When their particular job is not available according to classification, they will fill the vacant position available to them and as specified by the Supervisor with due recognition of the employee's seniority under the agreement.

As of January 1, of each year, all permanent employees will be classified according to the greatest number of hours worked in one classification the previous year and

that classification will be the base pay for the year commencing January 1st. A permanent employee must have worked nine hundred and fifty (950) hours or more in the previous year in a higher classification in order to qualify under this provision.

The work hour classification will be determined by a determination of hours at a specific rate of pay within the normal hours (2080 or 1950) in a year and would include statutory holidays if paid at the higher rate. Annual vacation hours will be added to the classification in which the employee works the greatest number of hours in the current year. Overtime hours, sick leave hours, workers compensation hours and hours worked in posted term positions of six (6) months to two (2) years in duration are excluded from this determination.

33.02 Maintenance of Job Evaluation System

The establishment and maintenance of the Job Evaluation System for employees within the C.U.P.E. jurisdiction shall be the responsibility of the City.

33.03 Union Provided with Job Information Questionnaires

The City will provide the Union with Job Information Questionnaires as outlined in Clause 33.02 for all classifications in the bargaining unit upon request.

33.04 New Positions

When a new position is created, Management will advise the Union whether such position is included or excluded from the bargaining unit.

Five (5) working days prior to any new position or classification being posted, copies of the position description, including qualifications and experience, will be sent to the Secretary of the Union. The City shall determine the interim pay rate for the classification pending review by the Evaluation Committee, which shall occur within six (6) months of the date of appointment. The evaluated rate of the position will be effective from the date of appointment, however, if the evaluated rate is less than the interim pay rate, the employee's pay rate will be frozen (while the employee remains in the position) until the evaluated rate for the job equals or exceeds the frozen rate of pay.

33.05 Out-of-Schedule Positions

In the event that the evaluated hourly rate of pay for a position is not competitive in the market place, the City may set an "out of schedule" hourly pay rate above the evaluated rate. All employees in classifications that are adjusted because of the market will be moved to the "out of schedule" classification hourly pay rate. Employees receiving "out of schedule" pay rates will be given six (6) months notice in writing of any reduction or cancellation of the "out of schedule" rates. The union shall be notified as positions are added.

33.06 Classification Committees

(1) Evaluation Committee

- (a) The Evaluation Committee is comprised of four members, two appointed by the City and two appointed by the Union.
- (b) The role of the Evaluation Committee is to review requests for reclassification in accordance with the Job Evaluation Plan.

- (2) Reconsideration Committee
 - (a) The Reconsideration Committee is comprised of two members of the Evaluation Committee (one City appointee and one Union appointee) along with a City appointee and a Union appointee who are trained in job evaluation but who are not members of the Evaluation Committee.
 - (b) The role of the Reconsideration Committee is to review requests for reconsideration in accordance with the Job Evaluation Plan.

33.07 Classification Review Procedure

- (1) An employee or the exempt supervisor of an employee who considers that the duties or responsibilities of the employee's base position have been significantly changed since the last evaluation may request a review of the employee's position. Human Resources may also request a review of a work group based on a change of duties as a result of reorganization.
- (2) When an employee or exempt supervisor initiates a review, a position classification review form must be completed in accordance with the instructions described on the form. Both the employee and the employee's exempt supervisor must sign the completed form. The form shall then be submitted to the Compensation & Benefits Manager who will forward it on to members of the Evaluation Committee and coordinate the review.
- (3) The Evaluation Committee shall review the submission and reach a decision through consensus. The Evaluation Committee shall communicate its decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

33.08 Reconsideration Procedure

- (1) An employee or exempt supervisor of the employee who disagrees with the decision of the Evaluation Committee may request a reconsideration of the decision provided that the request is submitted within ten (10) working days of receipt of the decision. The employee or exempt supervisor must complete a reconsideration form in accordance with the instructions of the form. The employee or exempt supervisor, as applicable must review the reconsideration request and provide written commentary either supporting or not supporting the request. The form shall then be submitted to the Compensation & Benefits Manager who will forward it on to members of the Reconsideration Committee and coordinate the review.
- (2) The Reconsideration Committee shall review the request and reach a decision through consensus. The Reconsideration committee shall communicate its decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

33.09 Impact of Committee Decisions on Pay

- (1) A request for evaluation and/or reconsideration may result in an increase or decrease in the evaluated rate of pay or the evaluated rate of pay remaining the same.
- (2) An increase in the evaluated rate of pay will be retroactive to the first day of the pay period following the date the employee or exempt supervisor submitted the reclassification request.

- (3) No employee will experience a reduction in base pay as a result of a request for reclassification.
- (4) Employees whose base rate of pay exceeds the evaluated rate for the job will have their rates frozen while they remain in the over-range position, until the evaluated rate for the job equals or exceeds the frozen rate of pay.
- (5) An exception to (4) will occur where an employee in an over-range position is fifty-two years of age or older and are within three years of being eligible for an unreduced pension. In this case, the employee will continue to receive general wage increases for a maximum of three years or up to the date of eligibility to an unreduced pension, whichever is less, and thereafter will have their rates frozen in accordance with paragraph (4).
- (6) Where an employee or exempt supervisor has submitted a request for reconsideration, the employee's pay rate will be frozen until the reconsideration decision has been communicated.

33.10 Time Limits

The time limits in these procedures may be extended upon agreement by both parties to this agreement.

33.11 Retraining for Over-ranged Employees

The Human Resources Manager or a delegated representative agrees to meet with any over-ranged employee(s) and advise them of the retraining available to them. It is incumbent on the employee to request a meeting for this purpose. The City agrees to pay the necessary cost for relevant re-training on the job, or through additional course training, as determined by the Human Resources Manager and Department concerned, with no loss of pay.

34.00 **WAGES**

See Appendix "A"

34.01 Pay Days

(a) Wages earned will be paid every second Thursday. If such a day is a legal holiday, the deposit will be made on the working day prior to the holiday.

(b) All employees will have their pay cheques automatically deposited into a bank account of their choice.

34.02 Time Sheet Change

Any employee, whose time sheet is changed, either in the department concerned or the payroll office, must initial the change. If the employee is not in agreement that the change is justified, the employee may file a grievance.

34.03 Wage Progression

Effective January 1, 2007:

There shall be a job rate and a start rate (10% less than job rate) for the Labourer classification. All newly hired employees in this classification shall be paid at the start rate until they have worked a total of 1462 hours ("inside" employees) or 1560 hours ("outside" employees).

34.04 Pay Protection
No employee covered by this agreement shall have their wages reduced due to position classification.

34.05 Apprentices
Apprentices shall be paid on a graduated scale with a differential between each step according to the following formula:

1st year 68% of Journeyman Rate
2nd year 75% of Journeyman Rate
3rd year 84% of Journeyman Rate
4th year 95% of Journeyman Rate

In no case shall the minimum rate be less than the currently established Labourer I rate.

Three (3) year apprenticeships, e.g. Welder, shall be paid on the basis of top three (3) years apprentice pay scale.

While attending required apprentice courses, the employee's current apprentice rate of pay shall be maintained. Total allowance paid by the Government shall be signed over to the City. The travel and living allowance portion shall be paid back to the employee in addition to the current apprentice rate of pay.

35.00 **TECHNOLOGICAL CHANGE**

An employee classified as a permanent employee shall be considered displaced by technological change when the employee's services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which the employee is employed.

The City agrees that wherever possible, no employee shall lose employment because of technological change and therefore agrees that a reasonable period should be provided in order that they may take advantage of all available re-training and other internal employment opportunities commensurate with their abilities and qualifications.

The City recognizes that advance notice of any change is desirable and beneficial for all concerned and therefore agrees to provide as much advance notice as possible.

36.00 **WORK EXPERIENCE**

Where the City agrees to accommodate requests for student exposure to the work place, students will not be permitted to replace any employee and will be required to work on a 'one to one' basis for a maximum of 200 hours per student.

37.00 SENIOR GOVERNMENT FUNDED WORK PROJECTS

The City agrees to consult with the Union prior to applying for all Federal or Provincial work or work experience programs in order to ensure that the programs will not eliminate, amend or affect the job security of any person who would have been employed if the program did not exist.

Local 70 retains the right to approve or reject applications for bargaining unit positions made available because of Government funded projects. Positions available because of Government funded projects will be advertised internally and preference shall be given to persons presently on lay-off provided such persons apply and have the qualifications required as spelled out in the program.

Local 70 will be supplied with a list of names of the persons employed and on which programs. Such persons will not be used on normal bargaining unit work other than the designated program. The Government funded rate will be topped off.

Employees hired for senior government funded work projects shall have access to all provisions of the Collective Agreement.

For the purpose of this Clause, the following procedures will be followed:

- 1) The employer will forward a preliminary outline of duties to be performed within a project to the Union for its review as soon as possible.
- 2) The Union's Executive will review the preliminary outline and shall recommend that the Union membership either approve or disapprove the project. The Union shall advise the Employer in writing of its recommendation to its membership within five (5) working days of receipt of the project.

If the project receives preliminary approval pursuant to Step 2 above, the Employer will proceed with the project to the Government. The Union Executive will submit its recommendation pursuant to Step 2 above to the Union General Membership for final ratification. The Union will advise the Employer of the results within five (5) working days.

38.00 OPERATOR'S LICENSE

Operator's license requirements shall not exceed the Alberta Transportation and Utilities Regulations.

**SIGNED ON BEHALF OF
THE CITY OF LETHBRIDGE**

R. Dodic, MAYOR

A. Neufeld, CITY CLERK

BARGAINING COMMITTEE

R. Friesen

D. Bulpitt

C. Lastiwka

D. Wehlage

Y. Gruca

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 70 (MUNICIPAL WORKERS)**

C. Ingold, PRESIDENT

M. Baker, SECRETARY

BARGAINING COMMITTEE

C. Ingold

B. Green

T. Elliott

P. Leinweber

R. Preddy

APPENDIX A

Job Code	Title	2.0% 2012	2.0% 2013	2.0% 2014
410N	Amenity Services Coordinator's Asst	\$32.87	\$33.53	\$34.20
405W	Aquatics Maintenance Tech (Fritz)	\$30.58	\$31.19	\$31.81
404M	Arborist	\$29.12	\$29.70	\$30.29
406M	Arborist II - Japanese Gardens	\$32.87	\$33.53	\$34.20
400M	Arborist Trainee - Japanese Gardens	\$25.81	\$26.32	\$26.85
403P3	Arena Caretaker	\$23.98	\$24.46	\$24.95
404V	Arena Cashier	\$21.76	\$22.20	\$22.64
409V	Arena Maintenance Technician	\$30.58	\$31.19	\$31.81
408V	Arena Recreation Operator	\$30.58	\$31.19	\$31.81
MR409	Automotive Mechanic	\$35.03	\$35.73	\$36.44
409N	Building Operations Foreman	\$29.12	\$29.70	\$30.29
401F	By-Law Enforcement Officer	\$27.08	\$27.62	\$28.17
402F	Bylaw Officer (Multi-Disciplinary)	\$29.12	\$29.70	\$30.29
403C	Caretaker - Feature Parks	\$23.98	\$24.46	\$24.95
402P1	Caretaker II (ENMAX)	\$23.98	\$24.46	\$24.95
402P	Caretaker II (Facility)	\$22.29	\$22.74	\$23.19
403P1	Caretaker III (City Hall)	\$23.98	\$24.46	\$24.95
403P2	Caretaker III (Fritz)	\$24.57	\$25.06	\$25.56
403P	Caretaker III (Yates)	\$23.98	\$24.46	\$24.95
410L	Carpenter	\$34.51	\$35.20	\$35.90
407M	Cemetery Leadhand	\$30.58	\$31.19	\$31.81
401S	Cemetery Machine Operator I	\$22.29	\$22.74	\$23.19
429N	Certified Arborist	\$30.58	\$31.19	\$31.81
413W	Chef - ENMAX Centre	\$30.58	\$31.19	\$31.81
408W	Community Program Coordinator	\$32.87	\$33.53	\$34.20
410W	Concession Operator I	\$23.98	\$24.46	\$24.95
411W	Concession Operator II	\$27.08	\$27.62	\$28.17
421N7	Crack Sealing Foreman	\$30.58	\$31.19	\$31.81
403K	Customer Serviceman I (Waste H2O-Sewers)	\$23.98	\$24.46	\$24.95
404K	Customer Serviceman II (Waste H2O)	\$25.81	\$26.32	\$26.85
407K	Customer Serviceman III	\$30.58	\$31.19	\$31.81
427U	Electrical Motor and Pump Tech	\$29.12	\$29.70	\$30.29
405K	Emergency Valve Operator	\$27.08	\$27.62	\$28.17
421E	ENMAX Centre Operations Foremen	\$32.87	\$33.53	\$34.20
455S	ENMAX Centre Security Supervisor	\$29.12	\$29.70	\$30.29
404B	Facility Planning Administrator	\$30.58	\$31.19	\$31.81
406N1	Facility Services Worker	\$25.81	\$26.32	\$26.85
406N	Facility Services Worker (Playground)	\$25.81	\$26.32	\$26.85
427P	Field Risk and Safety Coordinator	\$36.24	\$36.96	\$37.70
MR425	Fleet Services Leadhand	\$38.63	\$39.40	\$40.19
419W	Food and Beverage supervisor	\$29.12	\$29.70	\$30.29
406H5	Foreman (Solid Waste)	\$36.24	\$36.96	\$37.70
406H1	Foreman (Urban Forestry)	\$39.86	\$40.66	\$41.47
406H4	Foreman (Water Works Construction)	\$36.24	\$36.96	\$37.70
420N3	Foreman I - Dryland Mowing	\$30.58	\$31.19	\$31.81
420N6	Foreman I - Night Sweeping Crew	\$24.57	\$25.06	\$25.56
420N7	Foreman I - Patching Crew	\$24.57	\$25.06	\$25.56
420N8	Foreman I - Paving Crew	\$25.81	\$26.32	\$26.85
420N4	Foreman I - Pesticide Crew	\$30.58	\$31.19	\$31.81
420N5	Foreman I - Utility	\$25.81	\$26.32	\$26.85
420N	Foreman I (Water & Waste Water)	\$29.12	\$29.70	\$30.29
421N4	Foreman II - Turf Maintenance	\$32.87	\$33.53	\$34.20

421N2	Foreman II (Parks Maint/Sportsfield)	\$34.51	\$35.20	\$35.90
421N1	Foreman II (Solid Waste)	\$30.58	\$31.19	\$31.81
421N5	Foreman II (Spring Clean-up)	\$29.12	\$29.70	\$30.29
422N8	Foreman III (Cemetery)	\$32.87	\$33.53	\$34.20
422N1	Foreman III (Irrigation)	\$34.51	\$35.20	\$35.90
422N2	Foreman III (Parks Construction)	\$34.51	\$35.20	\$35.90
422N	Foreman III (Parks Maintenance)	\$34.51	\$35.20	\$35.90
422N5	Foreman III (Streets & Traffic)	\$34.51	\$35.20	\$35.90
422N7	Foreman III (Streets & Traffic)	\$34.51	\$35.20	\$35.90
422N3	Foreman III (Streets/Roads)	\$34.51	\$35.20	\$35.90
422N6	Foreman III (Water & Waste Water)	\$36.24	\$36.96	\$37.70
422N4	Foreman III (Waterworks Construction)	\$34.51	\$35.20	\$35.90
401R2	Garbage Truck Driver I Parks Maintenance	\$22.29	\$22.74	\$23.19
401R1	Garbage Truck Driver I Weed Control	\$23.98	\$24.46	\$24.95
404R	Garbage Truck Driver IV	\$25.81	\$26.32	\$26.85
402M	Gardener I	\$27.08	\$27.62	\$28.17
403M	Gardener II/ Special Events Contact	\$34.51	\$35.20	\$35.90
420Q	Grader Operator	\$27.08	\$27.62	\$28.17
400G	Graffiti Removal Workers	\$22.29	\$22.74	\$23.19
401M	Groundsman Assistant/Special Events	\$27.08	\$27.62	\$28.17
MR409	Heavy Duty Mechanic	\$35.03	\$35.73	\$36.44
MR427	HVAC and Controls Technician	\$40.66	\$41.47	\$42.30
403V	Ice Marshall	\$21.76	\$22.20	\$22.64
403E	Irrigation Maintenance Technician	\$29.12	\$29.70	\$30.29
410K	Kitchen Operator	\$23.98	\$24.46	\$24.95
401M2	Labourer - Night Watering	\$23.98	\$24.46	\$24.95
401N	Labourer I (ENMAX Centre)	\$21.76	\$22.20	\$22.64
402N	Labourer II Public Operations	\$21.76	\$22.20	\$22.64
402T	Labourer/WWTP Operator in Training	\$21.76	\$22.20	\$22.64
417W	Leisure Services Maint. Coordinator	\$34.51	\$35.20	\$35.90
401S1	Machine Operator I Small Flail &/or Turf Maintenance	\$22.29	\$22.74	\$23.19
402S2	Machine Operator II - Patching Crew	\$22.29	\$22.74	\$23.19
402S3	Machine Operator II - Traffic Signs/Crosswalk Painting	\$22.29	\$22.74	\$23.19
403S2	Machine Operator III (Bobcat/Carge Flail &/or Turf Maintenance)	\$23.98	\$24.46	\$24.95
403S1	Machine Operator III (Cemetery)	\$23.98	\$24.46	\$24.95
403S8	Machine Operator III (Packer/roller)	\$22.29	\$22.74	\$23.19
403S6	Machine Operator III (Skid Steer Loader)	\$22.29	\$22.74	\$23.19
403S10	Machine Operator III (Skipline Operator)	\$23.98	\$24.46	\$24.95
403S7	Machine Operator III (Street Sweeper Operator)	\$23.98	\$24.46	\$24.95
407S	Machine Operator IV (Flusher/Eductor)	\$25.81	\$26.32	\$26.85
404S1	Machine Operator IV (Roller - Paving Crew)	\$23.98	\$24.46	\$24.95
405S1	Machine Operator V (Paver Operator)	\$23.98	\$24.46	\$24.95
405S2	Machine Operator V (Screed Operator)	\$23.98	\$24.46	\$24.95
405S	Machine Operator V (W&WW)	\$25.81	\$26.32	\$26.85
MR427	Mechanical Systems Tradesman (Plmg)	\$40.66	\$41.47	\$42.30
428N	Millwright	\$32.87	\$33.53	\$34.20
403S4	Mosquito Technician	\$30.58	\$31.19	\$31.81
405J	Nature Interpretation Coordinator	\$36.24	\$36.96	\$37.70
404J	Nature Interpretation Technician	\$30.58	\$31.19	\$31.81
401V	Nature Program Leader	\$25.81	\$26.32	\$26.85
MR422-1	Wastewater Treatment Plant Operator I	\$28.97	\$29.55	\$30.14
MR422-2	Wastewater Treatment Plant Operator II	\$30.50	\$31.11	\$31.73
MR422-3	Wastewater Treatment Plant Operator III	\$32.79	\$33.45	\$34.12
MR422-4	Wastewater Treatment Plant Operator IV	\$34.75	\$35.45	\$36.16

MR423-1	Trade / WWTP Operator I	\$33.43	\$34.10	\$34.78
MR423-2	Trade / WWTP Operator II	\$34.45	\$35.14	\$35.84
MR423-3	Trade / WWTP Operator III	\$37.61	\$38.36	\$39.13
MR423-4	Trade / WWTP Operator IV	\$38.97	\$39.75	\$40.55
MR420-1	WWTP Operator III / Trade Apprentice Year 1	\$33.63	\$34.30	\$34.99
MR420-2	WWTP Operator III / Trade Apprentice Year 2	\$34.46	\$35.15	\$35.85
MR420-3	WWTP Operator III / Trade Apprentice Year 3	\$35.30	\$36.01	\$36.73
MR420-4	WWTP Operator III / Trade Apprentice Year 4	\$36.12	\$36.84	\$37.58
MR421-1	WWTP Operator IV / Trade Apprentice Year 1	\$35.59	\$36.30	\$37.03
MR421-2	WWTP Operator IV / Trade Apprentice Year 2	\$36.42	\$37.15	\$37.89
MR421-3	WWTP Operator IV / Trade Apprentice Year 3	\$37.26	\$38.01	\$38.77
MR421-4	WWTP Operator IV / Trade Apprentice Year 4	\$38.09	\$38.85	\$39.63
411H	Parking and Traffic Technician	\$27.08	\$27.62	\$28.17
410H	Parking Meter Technician	\$23.98	\$24.46	\$24.95
401S2	Parks and Sportsfield Maintenance (Machine Op I)	\$23.98	\$24.46	\$24.95
470A	Parks Asset Management Technician	\$29.12	\$29.70	\$30.29
401S3	Parks Construction Machine Operator I	\$22.29	\$22.74	\$23.19
403S9	Parks Construction Skid Steer Loader (Machine Op III)	\$23.98	\$24.46	\$24.95
406H	Parks Operations Coordinator	\$39.86	\$40.66	\$41.47
403S11	Parks Snow Removal (Machine Operator III)	\$23.98	\$24.46	\$24.95
403N1	Parks Utility Worker I (Irrigation)	\$25.81	\$26.32	\$26.85
402L	Partsman	\$30.58	\$31.19	\$31.81
402S1	Pesticide Applicator - Mosquito Control	\$22.29	\$22.74	\$23.19
403S5	Pesticide Applicator (no license)	\$22.29	\$22.74	\$23.19
403S3	Pesticide Applicator Licensed	\$27.08	\$27.62	\$28.17
407N	Pipelayer	\$24.57	\$25.06	\$25.56
405N	Police Maintenance Worker	\$24.57	\$25.06	\$25.56
411N	Purchasing/Supply Agent	\$29.12	\$29.70	\$30.29
403F	Senior By-law Enforcement Officer	\$36.24	\$36.96	\$37.70
409H	Senior Surveyor	\$30.58	\$31.19	\$31.81
416Q	Service Truck (Containers Maintenance)	\$25.81	\$26.32	\$26.85
460N	Shrub Crew Foreman	\$30.58	\$31.19	\$31.81
459N	Shrub Crew Leadhand	\$24.57	\$25.06	\$25.56
405H	Sign Technician	\$27.08	\$27.62	\$28.17
411N2	Small Tool Technician	\$24.57	\$25.06	\$25.56
460N1	Snow Removal Foreman	\$32.87	\$33.53	\$34.20
401S4	Snow Removal Machine Operator I	\$22.29	\$22.74	\$23.19
421N6	Snowstorm Watch	\$25.81	\$26.32	\$26.85
403A	Special Projects and Volunteer Coordinator	\$30.58	\$31.19	\$31.81
417Q	Streets Equipment Operator I	\$23.98	\$24.46	\$24.95
418Q	Streets Equipment Operator II	\$23.98	\$24.46	\$24.95
419Q	Streets Equipment Operator III	\$27.08	\$27.62	\$28.17
411S	Suite/Catering/Lounge Operation - ENMAX	\$23.98	\$24.46	\$24.95
404H	Surveyor	\$29.12	\$29.70	\$30.29
402J	Theater Technician	\$27.08	\$27.62	\$28.17
403J	Theatre Support Technician	\$30.58	\$31.19	\$31.81
421N	Traffic and Sign Coordinator	\$32.87	\$33.53	\$34.20
406H2	Transportation Operations Coordinator	\$39.86	\$40.66	\$41.47
411Q1	Truck Driver I - Parks	\$21.76	\$22.20	\$22.64
411Q	Truck Driver I - Patching Crew	\$22.29	\$22.74	\$23.19
412Q3	Truck Driver II - Flusher Truck	\$22.29	\$22.74	\$23.19
412Q2	Truck Driver II - Patching Crew	\$22.29	\$22.74	\$23.19
413Q	Truck Driver III and/or IV	\$24.57	\$25.06	\$25.56
464H	Urban Forestry Technician	\$32.87	\$33.53	\$34.20
403N6	Utility Worker I - Paving Crew	\$22.29	\$22.74	\$23.19

403N5	Utility Worker I - Traffic Signs	\$22.29	\$22.74	\$23.19
403N3	Utility Worker I - Water & Waste Water	\$23.98	\$24.46	\$24.95
403N4	Utility Worker I - Streets	\$23.98	\$24.46	\$24.95
404N8	Utility Worker II - Amenity Services	\$23.98	\$24.46	\$24.95
404N4	Utility Worker II (Facility Services)	\$23.98	\$24.46	\$24.95
404N5	Utility Worker II (Fleet Services)	\$24.57	\$25.06	\$25.56
404N7	Utility Worker II (Inventory)	\$27.08	\$27.62	\$28.17
404N	Utility Worker II (Irrigation)	\$27.08	\$27.62	\$28.17
404N3	Utility Worker II (Temp. Traffic Sign)	\$25.81	\$26.32	\$26.85
404N2	Utility Worker II (Traffic Signs)	\$23.98	\$24.46	\$24.95
404N6	Utility Worker II (Water Works)	\$24.57	\$25.06	\$25.56
402Q	Vehicle/Equipment Trainer	\$27.08	\$27.62	\$28.17
403H	Video Inspection Technician	\$25.81	\$26.32	\$26.85
411P	Warehouse Attendant	\$24.57	\$25.06	\$25.56
418W	Warehouse/Inventory Supervisor	\$29.12	\$29.70	\$30.29
422T	Waste and Recycling Planner	\$29.12	\$29.70	\$30.29
401H	Waste Water Treatment Lab Tech Assistant	\$23.98	\$24.46	\$24.95
406H3	Wastewater Collection Coordinator	\$39.86	\$40.66	\$41.47
406H6	Water Distribution Coordinator	\$39.86	\$40.66	\$41.47
406H9	Water Metershop Ops Supervisor	\$39.86	\$40.66	\$41.47
412Q1	Water Truck Driver II	\$22.29	\$22.74	\$23.19
MR403	Welder Fabricator (Machinist)	\$35.03	\$35.73	\$36.44
415U	WWTP Process Coordinator	\$39.86	\$40.66	\$41.47
916B1	A/R Assistant - Finance	\$25.81	\$26.32	\$26.85
902B	Account Clerk II (Community Services)	\$24.57	\$25.06	\$25.56
902B1	Account Clerk II (Infrastructure)	\$24.57	\$25.06	\$25.56
903B1	Account Clerk III (ENMAX Center)	\$29.12	\$29.70	\$30.29
903B	Account Clerk III (Finance)	\$29.12	\$29.70	\$30.29
903B2	Account Clerk III (Infrastructure)	\$32.87	\$33.53	\$34.20
904B	Account Clerk IV (Assessment)	\$29.12	\$29.71	\$30.29
903B3	Accounting Technician (Finance)	\$29.12	\$29.70	\$30.29
909B3	Accounts Payable Technician	\$29.12	\$29.71	\$30.29
930A	Accreditation Coordinator	\$27.08	\$27.62	\$28.17
907A4	Administrative Assistant (Community Development)	\$25.81	\$26.32	\$26.85
912Z	Administrative Analyst (LRPS)	\$32.87	\$33.53	\$34.20
912A	Aldermen's Assistant	\$27.08	\$27.62	\$28.17
MR923	AM/FM System Administrator	\$41.94	\$42.78	\$43.64
MR910-1	Appraiser I	\$37.06	\$37.80	\$38.56
MR910-2	Appraiser II	\$42.90	\$43.76	\$44.64
MR910-3	Appraiser III	\$48.76	\$49.74	\$50.73
900E	Appraiser In Training	\$27.08	\$27.62	\$28.17
900C	Archival Analyst	\$24.57	\$25.06	\$25.56
910A	Archives Assistant	\$25.81	\$26.32	\$26.85
902J	Archivist/Records Analyst	\$36.24	\$36.96	\$37.70
970A1	Asset Management Analyst - Systems	\$30.58	\$31.19	\$31.81
970C	Asset Mgt Business Analyst	\$32.87	\$33.53	\$34.20
MR904	Assistant Development Officer	\$39.23	\$40.01	\$40.81
970A	Asst Mgt Planner	\$32.87	\$33.53	\$34.20
917B	Benefits Technician	\$29.12	\$29.70	\$30.29
910D1	Business Systems Analyst I	\$32.87	\$33.53	\$34.20
911D	Business Systems Analyst II	\$39.86	\$40.66	\$41.47
902Z	Case Management Analyst	\$27.08	\$27.62	\$28.17
908A2	Cemetery Office Administrator	\$29.12	\$29.70	\$30.29
902M	Census & Election Coordinator	\$34.51	\$35.20	\$35.90
902A2	Clerk II (ENMAX)	\$23.98	\$24.46	\$24.95

903A2	Clerk III (ERC)	\$23.98	\$24.46	\$24.95
907A2	Clerk III (Public Operations)	\$25.81	\$26.32	\$26.85
907A3	Clerk III (Tenders)	\$25.81	\$26.32	\$26.85
904A2	Clerk IV (ARB Coordinator)	\$30.58	\$31.19	\$31.81
904A5	Clerk IV (CID Technician)	\$25.81	\$26.32	\$26.85
904A	Clerk IV (Electric Operations)	\$23.98	\$24.46	\$24.95
904A4	Clerk IV (Event/Admin Asst-Mayor)	\$29.12	\$29.70	\$30.29
904A1	Clerk IV (Fleet Services)	\$25.81	\$26.32	\$26.85
904A3	Clerk IV - Legislative Services Coordinator	\$29.12	\$29.70	\$30.29
902A1	Clerk Typist II (Dev. Services)	\$22.29	\$22.74	\$23.19
906A	Clerk Typist II (HSCC)	\$22.29	\$22.74	\$23.19
907A	Clerk Typist III (Business License)	\$25.81	\$26.32	\$26.85
903A3	Clerk Typist III (Bylaw Clerk)	\$24.57	\$25.06	\$25.56
907A1	Clerk Typist III (Cemetery)	\$27.08	\$27.62	\$28.17
966A	Clerk-Typist II - Relief	\$22.29	\$22.74	\$23.19
902G	Comm. and Social Devel. Event and Grant Support	\$27.08	\$27.62	\$28.17
908A1	Community Services Assistant	\$24.57	\$25.06	\$25.56
924H	Corporate Communications Coordinator	\$36.24	\$36.96	\$37.70
908G	Corporate Land Administrator	\$39.86	\$40.66	\$41.47
928A1	Corporate Mail Room Coordinator	\$22.29	\$22.74	\$23.19
900B	Corporate Services Buyer	\$29.12	\$29.70	\$30.29
911A	Council Committee Assistant	\$25.81	\$26.32	\$26.85
901Q	Courier	\$24.57	\$25.06	\$25.56
901Z1	CPIC Technician	\$29.12	\$29.70	\$30.29
911Z	Crime Analyst	\$32.87	\$33.53	\$34.20
906B	Customer Account Cashier	\$24.57	\$25.06	\$25.56
909B	Customer Acct Clerk II (Assessment)	\$25.81	\$26.32	\$26.85
909B1	Customer Acct Clerk II (EMS Asst)	\$24.57	\$25.06	\$25.56
917D	Data Management and Printing Technician	\$32.87	\$33.53	\$34.20
MR918	Database Administrator	\$43.85	\$44.73	\$45.62
MR917	Database Analyst	\$39.46	\$40.25	\$41.06
Mr928	Development Officer	\$47.55	\$48.50	\$49.47
971P	Development Permit Tech	\$32.87	\$33.53	\$34.20
901F	Development Services Assistant	\$27.08	\$27.62	\$28.17
901J1	Display Artist (Galt Museum)	\$30.58	\$31.19	\$31.81
901J	Display Artist (HSCC)	\$29.12	\$29.70	\$30.29
941A	Electric AM/FM Programmer Technologist	\$32.87	\$33.53	\$34.20
996A	Electric Accounting Support	\$32.87	\$33.53	\$34.20
MR921	Electric Distribution Project Coordinator	\$39.63	\$40.42	\$41.23
920A	Electric Metering Clerk	\$24.57	\$25.06	\$25.56
MR922	Electric Transmission Technologist	\$37.18	\$37.92	\$38.68
902A3	EMS Operations Admin Assistant	\$25.81	\$26.32	\$26.85
902H2	Engineering Assistant - Transportation Technologist	\$29.12	\$29.70	\$30.29
933A	ENMAX Centre Sales Representative	\$30.58	\$31.19	\$31.81
900R	Enterprise Content Administrator	\$30.58	\$31.19	\$31.81
904K	Environmental Program Assistant	\$29.12	\$29.70	\$30.29
MR909	ERP Analyst	\$39.46	\$40.25	\$41.05
MR902	ERP Specialist II	\$45.55	\$46.46	\$47.39
907D	ERP Technician (JDE)	\$32.87	\$33.53	\$34.20
914A	Facility Booking Clerk	\$25.81	\$26.32	\$26.85
909A	Facility Services Technician	\$25.81	\$26.32	\$26.85
903H	FDM Database Support	\$27.08	\$27.62	\$28.17
927A	FDM Systems Administrator	\$32.87	\$33.53	\$34.20
926B	Finance Reception/Customer Account Cashier	\$25.81	\$26.32	\$26.85
964B2	Finance Tech (Benefits)	\$30.58	\$31.19	\$31.81
964B1	Finance Tech (Galt Museum)	\$32.87	\$33.53	\$34.20

964B	Finance Technician	\$32.87	\$33.53	\$34.20
964B	Finance Technician (Asset Mgt Analyst)	\$30.58	\$31.19	\$31.81
926A	Fire & EMS Finance and Admin Assistant	\$29.12	\$29.71	\$30.29
927B	Fire Sr. Systems Business Analyst	\$36.24	\$36.96	\$37.70
964C	Fleet Analyst	\$32.87	\$33.53	\$34.20
904Z	Forensic Identification Technician	\$24.57	\$25.06	\$25.56
901B	Galt Facility Rental Coordinator	\$29.12	\$29.70	\$30.29
901C	Galt Museum Admin Assistant	\$23.98	\$24.46	\$24.95
921H	GeoSpatial Systems Technologist	\$32.87	\$33.53	\$34.20
MR901	GIS Analyst	\$44.72	\$45.61	\$46.52
906D	GIS/CAD Coordinator	\$36.24	\$36.96	\$37.70
913B	GST Coordinator	\$30.58	\$31.19	\$31.81
907B	Head Customer Account Cashier	\$30.58	\$31.19	\$31.81
933H	Help Desk Tech Support Analyst	\$34.51	\$35.20	\$35.90
MR903A	Housing First Coordinator	\$44.30	\$45.19	\$46.09
925A	HR Assistant	\$25.81	\$26.32	\$26.85
966H	HR Project Specialist	\$29.12	\$29.70	\$30.29
905H	Human Resources Technician	\$29.12	\$29.71	\$30.29
903K	Inclusion Coordinator	\$36.24	\$36.96	\$37.70
913H	Infrastructure Construction and Survey Coordinator	\$34.51	\$35.20	\$35.90
902H1	Infrastructure Engineering Student Level II	\$25.81	\$26.32	\$26.85
MR911-1	Safety Codes Officer Entry Level	\$34.45	\$35.14	\$35.84
MR911-2	Safety Codes Officer I	\$38.04	\$38.80	\$39.58
MR911-3	Safety Codes Officer II	\$41.16	\$41.98	\$42.82
MR911-4	Safety Codes Officer III	\$44.74	\$45.63	\$46.54
MR911-5	Senior Safety Codes Officer	\$48.33	\$49.30	\$50.29
915B	Insurance and Claims Analyst	\$36.24	\$36.96	\$37.70
919D	IT Customer Support Technician	\$30.58	\$31.19	\$31.81
914H	Junior Electrical Technologist	\$32.87	\$33.53	\$34.20
911G	Land Dev. Project Administrator	\$39.86	\$40.66	\$41.47
912H	Land Development Assistant	\$25.81	\$26.32	\$26.85
909G	Land Sales Assistant	\$25.81	\$26.32	\$26.85
923A	Legislative Meeting and Project Support Technician	\$25.81	\$26.32	\$26.85
907W	Leisure Services Support Technician	\$32.87	\$33.53	\$34.20
919E	LRPS - IT Service Desk Support Technician I	\$29.12	\$29.70	\$30.29
901Z4	LRPS Alternative Reporting Technician	\$29.12	\$29.71	\$30.29
964B5	LRPS Finance Technician	\$32.87	\$33.53	\$34.20
910J	Marketing & Communications Officer	\$27.08	\$27.62	\$28.17
980B	Materials and Services Coordinator	\$34.51	\$35.20	\$35.90
908M	Museum Attendant	\$22.29	\$22.74	\$23.19
904J	Museum Collection Technician	\$32.87	\$33.53	\$34.20
903J	Museum Curator	\$36.24	\$36.96	\$37.70
901V	Museum Program Administrator	\$30.58	\$31.19	\$31.81
902V	Native Interpreter	\$22.29	\$22.74	\$23.19
936H	Network Support Technician I	\$32.87	\$33.53	\$34.20
939H	Network Systems Admin (Corporate)	\$41.86	\$42.70	\$43.55
939H1	Network Systems Admin (Police)	\$36.24	\$36.96	\$37.70
934H	Network Systems Analyst	\$41.86	\$42.70	\$43.55
914k	Parking Coordinator	\$36.24	\$36.96	\$37.70
908Q	Parks Infrastructure Coordinator	\$34.51	\$35.20	\$35.91
916B	Payroll Technician	\$27.08	\$27.62	\$28.17
971A	Permit Technician	\$32.87	\$33.53	\$34.20
909Z	Photo Radar Enforcement Coordinator	\$29.12	\$29.70	\$30.29
912G	Planner II	\$41.86	\$42.70	\$43.55
909X	Planner/Scheduler	\$36.24	\$36.96	\$37.70

930A1	Police Administrative Asst (Admin Services)	\$25.81	\$26.32	\$26.85
901Z	Police Administrative Support	\$25.81	\$26.32	\$26.85
907Z	Police Exhibits Technician	\$30.58	\$31.19	\$31.81
910Z1	Police Information Specialist	\$27.08	\$27.62	\$28.17
905Z	Police Records Management Team Lead	\$29.12	\$29.70	\$30.29
903Z	Police Switchboard Operator	\$23.98	\$24.46	\$24.95
935H	PSCC IT Integrator	\$34.51	\$35.20	\$35.90
924A	Pub Ops Accounting Support	\$30.58	\$31.19	\$31.81
901K	Public Operations Training Programmer	\$25.81	\$26.32	\$26.85
929A	Police Quartermaster Stores Clerk	\$30.58	\$31.19	\$31.81
902A	Records Clerk - Clerk II	\$25.81	\$26.32	\$26.85
910Z	Records Mgmt Supervisor (FOIP)	\$32.87	\$33.53	\$34.20
916C	Records Technician	\$24.57	\$25.06	\$25.56
915A	Recreation and Culture Facility Programmer	\$30.58	\$31.19	\$31.81
930H	Right of Way Coordinator	\$34.51	\$35.20	\$35.90
903A	Safety Administrative Clerk	\$25.81	\$26.32	\$26.85
905B1	Senior Accounting Tech (Finance)	\$30.58	\$31.19	\$31.81
MR920	Senior Electrical Technologist	\$46.77	\$47.71	\$48.66
MR924	Senior Project Administrator	\$41.89	\$42.73	\$43.58
928A	Senior Secretarial Assistant	\$27.08	\$27.62	\$28.17
968A1	Senior Secretarial Assistant (Fire HQ)	\$25.81	\$26.32	\$26.85
923E	Senior Time and Labour Technician	\$30.58	\$31.19	\$31.81
911H	Sewer & Water Technologist	\$34.51	\$35.20	\$35.90
910H	Solid Waste & Recycling Technician	\$30.58	\$31.19	\$31.81
905J	Special Events/Volunteer Coordinator	\$29.12	\$29.70	\$30.29
MR925	Subdivision Construction Coordinator	\$42.32	\$43.17	\$44.03
907F	Subdivision Planner I	\$32.87	\$33.53	\$34.20
MR903A	Support Services Coordinator	\$44.30	\$45.19	\$46.09
937H	System Administrator (Virtual)	\$41.86	\$42.70	\$43.55
921A	Tax/Utility Coordinator	\$36.24	\$36.96	\$37.70
904H	Technician III (Fleet Services)	\$29.12	\$29.70	\$30.29
938H	Telecommunication Technician	\$36.24	\$36.96	\$37.70
900G	Tempest Business Analyst	\$34.51	\$35.20	\$35.90
913C	Ticket Centre Customer Service Coordinator	\$25.81	\$26.32	\$26.85
913G	Ticket Centre Technician	\$25.81	\$26.32	\$26.85
913A	Ticket Centre Coordinator	\$30.58	\$31.19	\$31.81
922E	Time & Labour Technician	\$27.08	\$27.62	\$28.17
908H	Traffic Technician	\$32.87	\$33.53	\$34.20
901L	Training and Development Assistant	\$22.29	\$22.74	\$23.19
902N	Treatment Plant Administrative Assistant	\$25.81	\$26.32	\$26.85
911B	Utility Accounts Collector	\$29.12	\$29.70	\$30.29
965B	Utility Analyst	\$34.51	\$35.20	\$35.90
910C	Utility Customer Care & Collections Coordinator	\$34.51	\$35.20	\$35.90
910B	Utility Customer Service Representative	\$27.08	\$27.62	\$28.17
921C	Utility Customer Service Technician	\$34.51	\$35.20	\$35.90
921B	Utility Project Technician Electric	\$34.51	\$35.20	\$35.90
908B	Utility Support Technician	\$32.87	\$33.53	\$34.20
MR900	Utility Systems Specialist	\$41.37	\$42.20	\$43.04
902L	Visitor Services Coordinator (Galt)	\$29.12	\$29.70	\$30.29
911H1	W&WW Construction Coordinator	\$36.24	\$36.96	\$37.70
902H	Waste Collection Automation Tech.	\$29.12	\$29.70	\$30.29
908W	Web Systems Analyst	\$34.51	\$35.20	\$35.90
960B	WWW Analyst	\$32.87	\$33.53	\$34.20

In the case of discrepancies or omissions the master list in Human Resources will take precedence.

**LETTER OF UNDERSTANDING #1
BETWEEN
THE CITY OF LETHBRIDGE
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 70**

RE: PERMANENT PART-TIME EMPLOYEES

Permanent Part-time Employee

A "permanent part-time employee" shall be defined as one who has been selected or appointed to an established permanent part-time position and has completed the probationary requirements.

The definition "permanent part-time position" shall mean:

- (a) a single position encompassing a specific set of duties to be filled by a permanent part-time employee
- (b) a position posted and designated by the City as permanent part-time
- (c) a position which is assigned working hours that are less than the regular full-time working hours specified in Article 8.03
- (d) a position which works a regularly scheduled shift that is a minimum of 37.5 hours (inside employee) or 40 hours (outside employee) bi-weekly and does not exceed 60 hours (inside employee) or 64 hours (outside employee) bi-weekly
- (e) a position in which the annual vacation and stat entitlement will be pro-rated on the basis of hours (as specified in the posting) as well as service commencement date
- (f) a position with benefits as follows:

Pension: Pension contributions and pensionable service will be based on standard weekly hours as indicated on the job posting.

Life Insurance: Mandatory 1X or Optional 2X annual salary based on standard weekly hours as indicated on the job posting.

AD&D: Mandatory Flat 1,000.

Disability: (STD/LTD) based on standard weekly hours as indicated on the job posting X regular salary for employee/employer contribution into the plan (disability benefit paid for # of standard weekly hours, as indicated on the job posting, not at work due to non-occupational illness/injury).

Blue Cross: as per Article 30.01 – Flexible Benefit Plan.

- (g) Overtime will only apply if an Employee works more than seventy-five (75) hours (inside) and eighty (80) hours (outside), bi-weekly.

Signed this _____ day of _____, 2011.

For the City of Lethbridge:

R. Friesen

D. Bulpitt

C. Lastiwka

D. Wehlage

Y. Gruca

For CUPE Local 70:

C. Ingold

B. Green

T. Elliott

P. Leinweber

R. Preddy