COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

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

January 1, 2017 – December 31, 2019

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The parties to the Collective Agreement recognize that, due to the diversity of the bargaining unit, all of the provisions of the main agreement cannot apply to all Employees in all departments. As such, for ease of reference, the parties have consolidated all articles that alter the application of the main agreement into various appendices. The parties agree that each Appendix shall be attached to, and form part of, the Collective Agreement, acknowledging that where any provision in the Collective Agreement conflicts with any Appendix, the Appendix shall prevail.

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COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46 (Inside and Outside Workers)
(hereinafter called the "Union")

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

1 TERM OF AGREEMENT

1.1 This Collective Agreement shall be in full force and effect as of the 1st day of January 2017 and shall continue in full force and effect until the 31st day of December 2019 and from year to year thereafter unless one party gives to the other party, not less than sixty (60) days or no more than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement, notice in writing to commence collective bargaining.

1.2 Pre-negotiation studies may be carried out if this is mutually agreeable to both parties.

1.3 Any changes to this Collective Agreement deemed necessary during the term of this Collective Agreement, shall only be made by a mutually agreed and signed Letter of Agreement or Letter of Understanding between the City and the Union.

2 INTERPRETATION AND RECOGNITION

2.1 The City recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agency for all Employees covered by this Collective Agreement pursuant to the Labour Relations Board, Certification Number 11-98.

2.2 The City agrees not to bargain collectively with any other labour organization affecting Employees covered by this Collective Agreement.

2.3 No Employee covered by this Collective Agreement shall be asked to make a written or verbal agreement with the City that violates this Collective Agreement.

2.4 The City agrees that supervisors and other persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when regular bargaining unit Employees are not readily available and providing the aforementioned operations do not reduce the hours of work or pay of any Employee.

2.5 No Employees of the City, other than the Labour Relations staff, shall interpret any part of this Collective Agreement on behalf of the City.

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

2.7 No official of the City shall use his position to obtain or solicit donations from Employees for any purposes whatsoever.

3 UNION COMMITTEES

3.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In order that this may be carried out, the Union shall notify the City in writing of the names of the Union's officials who have functions under this Collective Agreement and stating their functions.

3.2 The Union shall have the right at any time to have the assistance of their National Representative(s) when dealing or negotiating with the City.

3.3 Representatives of the Union appointed under Article 3.1 above shall be granted permission without loss of pay to leave their employment in order to carry on negotiations, grievances and other Union business with the City. Notice in writing of such shall, when possible, be given to the City at least three (3) working days in advance.

3.4 If Union grievances are being processed by Shop Stewards or Union Executive, verbal notification for time off must be given to their respective supervisors at least three (3) working days in advance when possible.

3.5 The Union President or an executive member as designated by the Union shall be allowed each Monday off work to conduct Union business. The City shall pay his regular wages and bill the Union for these wages plus the appropriate pro-rated costs for benefits.

3.6 The Union President and/or Vice-President shall conduct Union business with the Human Resources Department at a bi-weekly meeting held at a mutually agreeable day and time set out in writing.

4 UNION DUES AND SECURITY

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

4.2 The City shall deduct from every Employee, any dues levied in accordance with the Union Constitution and/or By-laws, and owing by the Employee to the Union.

4.3 All Employees in the bargaining unit shall pay the Union dues whether or not they are a member of the Union, and dues shall be deducted from the salary cheque of each Employee following commencement of employment with the City. Dues are to be deducted bi-weekly from thereon.

4.4 The Secretary-Treasurer of the Union shall notify the City as to the amount of such regular Union dues.

4.5 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union in the month following, accompanied by a duplicate list of the names of all Employees from whose wages the deductions have been made.

4.6 After ratification of a Collective Agreement, the City and the Union shall share the cost equally to print Collective Agreements for required management staff, current Employees, and new Employees as they are hired.

4.7 Upon commencing employment for new Employees, the Human Resources Department shall:

(a) advise that a Collective Agreement is in effect;
(b) provide a copy of the current Collective Agreement;
(c) identify this clause dealing with union dues and security.

4.8 The City shall provide the Union with the addresses and phone numbers of all Employees as required.

5 MANAGEMENT RIGHTS

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

6 RESIDENCE WITHIN CITY LIMITS

6.1 Residence within the City limits shall not be a condition of employment. However, an Employee that is living out of the City limits, who is responding to a call out when available, on standby, or required to respond to emergencies, shall ensure that they are able to respond within an acceptable time as established by the appropriate Commissioner.

7 DISCRIMINATION AND HARASSMENT

7.1 No Employee shall be subject to discrimination, interference, restriction or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, appointment, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, ancestry, colour, place of origin, political affiliation, religious belief, gender, sexual orientation, marital status, physical or mental disability, family status, source of income, or by reason of his membership / activity or lack thereof in the Union.

7.2 All Employees are entitled to a work environment that is free from harassment (occurring from unwelcome physical or verbal conduct that demeans, belittles, or causes personal humiliation / embarrassment) and sexual harassment (occurring from unwanted sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature). If an Employee chooses to pursue a formal complaint, the complaint may be filed and investigated as outlined in the City of Medicine Hat's "Respectful Workplace Policy".

8 DEFINITIONS

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

8.2 City, for the purposes of the administration of this Collective Agreement, shall mean the City of Medicine Hat Council and the managerial Employees authorized to represent the City who are outside the scope of this Collective Agreement in accordance with the Alberta Labour Relations Code.

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

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

8.5 Crew when used in this Collective Agreement shall mean:

(a) a group of Employees who regularly work together, and/or;
(b) report to work at the same location, and/or;
(c) work on the same shift, and/or;
(d) perform similar work, and/or;
(e) who are directly supervised by the same bargaining unit Employee.

The crew structure shall be posted in each department.

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

8.7 Departments within the divisions when used in this Collective Agreement shall consist of:

Corporate Services Division

(a) Finance, (b) Information and Computer Services, (c) Corporate Asset Management, (d) Human Resources.

Development and Infrastructure Division

(a) Land and Properties, (b) Municipal Works, (c) Planning, Building and Development (d) Business Support.

Public Services Division

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

Police Service

(a) Information Processing Section, (b) Building Maintenance, (c) Community Peace Officers.

Utilities Division

(a) Gas Distribution, (b) Solid Waste Collection, (c) Water Distribution and Wastewater Collection, (d) Waste Water Treatment Plant, (e) Landfill and Waste Diversion.

Departments Reporting to City Council

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

Departments Reporting to Chief Administrative Officer

(a) Natural Gas and Petroleum Resources, (b) Corporate Communications, (c) Health, Safety and Environment.

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

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

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

(a) for seasonal work and/or heavy workload that does not normally exceed twelve (12) continuous months and that does not replace a permanent Employee.

Where the City requires a temporary position to exceed the twelve (12) continuous months, the City shall apply to the union for an extension, sixty (60) days in advance of such extension. The Union shall not unreasonably withhold such extension. Where an extension is not requested and the position exceeds twelve (12) months, then the Union shall request approval from the appropriate Commissioner to have the position filled in accordance with Article 10.

(b) to fill a relief assignment.

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

8.10 Layoff when used in this Collective Agreement shall be defined as a reduction of the workforce from a shortage of work or other economic condition(s), or a reduction in an Employee's regular hours of work to less than an average of thirty six and one quarter (36¼) hours per week.

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

8.12 Letter of Understanding when attached to this Collective Agreement shall mean a mutually agreed letter, in writing, between the Union and the Human Resources Department, that on a case by case basis temporarily by-passes a specific article(s) of the Collective Agreement or provides clarification on how an article(s) is to be applied/ interpreted in the Collective Agreement.

8.13 Month when used in this Collective Agreement shall mean any period between the same dates in successive portions of the year (i.e., March 15th to April 15th).

8.14 Permanent Position when used in this Collective Agreement shall mean a year round position established by the City as permanent and shall have a minimum of four (4) hours per working day and a minimum of forty (40) hours bi-weekly on a regular basis.

8.15 Qualifications when used in this Collective Agreement shall mean the necessary knowledge, abilities, skills, training and experience that is required to perform the functions for the position in question that shall be described in the job description in accordance with the Joint Job Evaluation Procedure Manual and Job Evaluation Plan.

8.16 Rates of Pay

8.16.1 Classified Rate of Pay when used in this Collective Agreement shall be the corresponding rate of pay as listed in the Pay Grid (Appendix I and II) for an Employee's classification or the classification of the position in which the work is performed and does not include any other allowances or premiums.

8.16.2 Basic Rate of Pay when used in this Collective Agreement shall mean the Classified Rate of Pay plus any service pay entitlement.

8.17 Relief Assignment when used in this Collective Agreement shall mean when an Employee is assigned to fill a permanent position made temporarily vacant with a classified rate of pay that is equal to or higher than the relief Employee's classified rate of pay, until the permanent Employee returns to the position, or the position is filled in accordance with Article 10.

8.18 Shift when used in this Collective Agreement shall mean the scheduled daily hours of work exclusive of overtime.

8.19 Supervisor when used in this Collective Agreement shall mean the Employee's immediate non-union supervisor.

8.20 Term Position when used in this Collective Agreement shall mean a new position created by the City to complete projects or assignments for a specific or defined period of time, up to two (2) years in duration.

8.21 Union, for the purposes of the administration of this Collective Agreement, shall mean those officials of the Union elected and authorized to act on behalf of the members of C.U.P.E. Local 46.

8.22 Week when used in this Collective Agreement shall mean any period made up of seven (7) consecutive calendar days (i.e., Wednesday to Tuesday).

8.23 The singular when used in this Collective Agreement shall mean and include the plural unless otherwise indicated in the context.

8.24 The masculine gender when used in this Collective Agreement shall mean and include the feminine unless otherwise indicated in the context.

9 SENIORITY

9.1 Seniority is defined as the length of service in the bargaining unit and shall include service with the City prior to the certification or recognition of the Union.

9.2 The following order for the application of seniority shall apply:

(a) first to permanent Employees;
(b) second to temporary Employees.

9.3 Subject to the provisions of other related articles in the Collective Agreement, seniority shall be used in, but not limited to, determining:

(a) preference when filling relief assignments, vacancies, and new positions;
(b) the order of layoff;
(c) the order of recall;
(d) preference for vacation scheduling.

9.4 Seniority for permanent Employees shall be based upon the date the Employee commenced in a permanent position, plus any pro-rated seniority based upon the Employee's accumulated regular hours paid as a temporary Employee.

9.5 Seniority for temporary Employees shall be based upon their accumulated regular hours paid.

9.6 Where two (2) or more Employees have the same amount of seniority, preference shall be given to the Employee with the earlier start date in the bargaining unit. If there continues to be a tie, it shall be broken by a draw of names by the President of the Union, or his designate, in the presence of a Human Resources representative. Seniority shall be credited in the order their name was drawn.

9.7 An Employee who is appointed to a position outside the Union's jurisdiction within the City service and, who after serving the trial period, is the successful applicant to a bargaining unit position, shall upon being declared permanent in the position, have his bargaining unit seniority reinstated. Said seniority shall be that which the Employee held prior to leaving the bargaining unit. Further, the Employee shall retain all continuous City service for the purpose of this Collective Agreement; however, shall not be permitted to exercise non-bargaining unit service or seniority for the purpose of layoff, recall or promotions.

9.8 An Employee shall continue to accumulate seniority during periods of:

(a) Approved sick leave for permanent Employees (paid or unpaid)
(b) Approved paid sick leave for temporary Employees
(c) Workers' Compensation
(d) Long-Term Disability
(e) Maternity Leave
(f) General Holidays
(g) Family Sick Leave
(h) Bereavement Leave

9.9 An Employee shall retain his seniority, but shall not accumulate seniority, during periods of unpaid leave (unless otherwise stipulated) or during layoff.

9.10 Where an Employee leaves the City's service, or is dismissed for cause and is later re-engaged, his seniority shall date from the date of his re-engagement. If an Employee is dismissed for cause and later reinstated through the grievance procedure, he shall suffer no loss of seniority.

9.11 An Employee shall only lose his seniority in the event:

(a) he is discharged for just cause and is not reinstated;
(b) he resigns in writing and does not withdraw within two (2) days;
(c) he is not re-employed within one (1) calendar year of the date of layoff;
(d) he fails to return to work from a layoff following ten (10) days from the date that the registered letter of recall was sent, unless through sickness or other just cause approved by the City.

9.12 The City shall maintain seniority lists as follows:

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

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

10 APPOINTMENTS, VACANCIES AND NEW POSITIONS

10.1 When a new permanent position, or a term position (as defined in Article 8.20) of over one (1) year in duration, is created within the City covered by this Collective Agreement, the City shall notify the Union in writing of the City's intentions and the anticipated date of posting and provide a copy of the job description prior to posting the bulletin.

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

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

10.3 Job postings shall contain the major duties, responsibilities and qualifications applicable to the job being posted. In addition, postings shall contain the regular hours per shift, average regular hours per week and pay range. Qualifications shall not be established in a discriminatory manner.

10.4 Job postings shall be posted in all departments for seven (7) days.

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

10.6 When evaluating each applicant to a new or vacant position, the City shall consider the qualifications applicable to the position. In the event that these factors are considered by the City as being relatively equal, length of seniority shall be used in determining preference or priority when filling the vacancy or new position.

10.7 Permanent Employees evaluated under the 1994 Job Evaluation Plan for the Knowledge Sub-factor shall be grandfathered at their present position's evaluated degree for use in any future position. For example, if an Employee whose present position is rated at Degree 2 applies for a position that is also rated at Degree 2 that has a Grade 12 academic requirement, then the Employee shall be recognized as having the formal education equivalent for that position.

10.8 If none of the applicants for a position have the necessary qualifications and the City wishes to make a conditional offer of employment, an offer may be made conditional upon the Employee gaining the necessary qualifications. The conditional offer shall include what the City and the Employee will be responsible for in order for the Employee to become qualified and the time allowed for the Employee to complete the conditions of the offer. If the City is contemplating a conditional offer, Employees within the bargaining unit shall be considered prior to outside applicants.

10.9 From time to time management may conduct qualification testing of job applicants. Such tests shall be administered fairly and without bias, and meet standards of relevance, reliability and validity. When such testing is conducted, the applicants shall be given a minimum of five (5) days prior notice and shall be advised of the time, date, length and location of the test and advised of the type of test and the area of the qualifications that are to be tested.

10.10 Probationary Period

10.10.1 A newly hired Employee shall be on probation for the first one thousand (1000) regular hours paid, to allow the City to determine the Employee's suitability and ability for continued employment. The Employee shall receive a written performance review near the mid-point of the probationary period.

10.10.2 If the City should decide to terminate the Employee, or extend the probationary period, the Union and the Employee shall be notified of the reasons, in writing, and receive copies of any relevant documentation prior to the completion of the initial one thousand (1000) hours of probation. Any extension of the probationary period shall not exceed five hundred (500) regular hours paid.

10.11 Trial Period

10.11.1 An Employee who is appointed to a permanent position, (including Employees appointed to a position outside the bargaining unit) shall be on a trial basis in his new position for a period of three hundred and thirty (330) regular hours paid in the position. The City may designate a longer trial period of up to one thousand (1000) regular hours paid in the position, providing the Union and the Employee concerned are notified at the time of appointment of the position. The Employee shall have a written review every three hundred and thirty (330) regular hours paid during the trial period.

If at any time during the trial period, the Employee is subsequently transferred, or chooses to revert back to his previous position, he shall do so without loss of seniority or former rate of pay. Any other Employee appointed or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority or former rate of pay.

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

11 RELIEF ASSIGNMENTS AND TERM POSITIONS

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

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

11.1.2 When the City finds it operationally necessary to assign some of the duties of the vacant position to one or more Employees, it shall do so in accordance with Article 11.2. The appointed Employee(s) shall be paid at the higher classified rate of pay for each hour spent in the performance of these duties.

11.1.3 When the City finds it operationally necessary to have a majority of the duties of the vacant position performed throughout the vacancy, it shall fill the position in accordance with Article 11.2. The appointed Employee shall be paid at the higher classified rate of pay for the duration of the relief assignment.

11.2 Relief Assignments shall be filled having regard to the qualifications required to perform the work.

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

11.2.2 The senior Employee(s) in the department shall fill temporary vacancies in excess of thirty (30) days.

11.2.3 Where the senior Employee(s) does not wish to accept the relief assignment(s), the City shall continue to offer the relief assignment(s) to Employees in order of seniority. Where an Employee has refused a relief assignment, he shall have no claim to that relief assignment in the event of a layoff. The City shall document such a refusal.

11.2.4 Where no Employee accepts the relief assignment the City may appoint the least senior Employee to the relief assignment.

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

11.2.6 Once the initial temporary vacancy has been filled, subsequent vacancies may be filled from within the crew (or department if no crew exists).

11.3 When a permanent position becomes vacant as a result of an Employee being on approved leave due to long-term disability, the position shall be posted and filled in accordance with Article 10.

11.3.1 It shall be stated on the posting that the position / vacancy is one of limited term not exceeding two (2) years from the date upon which the absent Employee commenced long-term disability. This date shall be shown on the posting.

11.3.2 Providing the absent Employee is able to return to work in a period not exceeding the two (2) years, he shall be reinstated to the position, or comparable classified position, held prior to commencement of long-term disability.

11.3.3 Where the absent Employee is unable to return to his employment within the two (2) year period, the person(s) appointed, in accordance with Article 11.3 above, shall be declared permanent in the position.

11.3.4 The City shall endeavour to provide alternate employment to an Employee who, any time after the two (2) years, is medically fit and able to return to work.

11.4 In the event the City creates a term position of up to one year in duration, the position shall be filled in accordance with Article 11.2. An Employee appointed to a term position shall be paid at the classified rate of pay associated with the term position. Term positions greater than one (1) year and up to two (2) years in duration shall be posted in accordance with Article 10.

11.5 An Employee who accepts any relief assignment or any term position shall be required to honour that commitment by remaining in the assignment or position for the period of time originally agreed upon, except in cases where the Employee applies for and is awarded a posted permanent position.

11.6 Upon the absent Employee's return to employment, or at the completion of the term position, the Employee shall be placed into his former position and all other Employee(s) promoted or transferred as the result of the relief assignment or term position shall revert to their former position, Employee status and corresponding rate of pay.

12 TECHNOLOGICAL CHANGE

12.1 Technological change shall mean any change in the introduction of equipment, materials or processes different in nature, type or quality from that previously utilized or in work methods, organization, operations or processes affecting one or more Employees which shall necessitate layoff.

12.2 The City shall provide the Union, at least four (4) months before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on Employees, including pending layoff and shall update the information provided as new developments arise and modifications are made.

13 LAYOFF

13.1 Layoffs affecting permanent Employees shall be determined based on bargaining unit seniority provided Employees have the qualifications to perform the work remaining.

13.1.1 The City shall notify the Employee thirty (30) days prior to the effective date of layoff. If the Employee has not had the opportunity to work the notice period, he shall be paid for the day(s) for which work was not made available. The affected Employee shall, within fourteen (14) days of being provided with layoff notice, choose to displace another Employee provided he has the qualifications to perform the work, **OR** move to a vacant permanent position with a classified rate of pay that is equal to or less than the Employee's classified rate of pay provided he has the qualifications to perform the work, **OR** choose to take a layoff.

13.1.2 The first displaced Employee may displace another Employee provided he has the qualifications to perform the work. The Employee shall advise the City which position he is claiming within (7) days of being notified that he is being displaced.

13.1.3 The second displaced Employee may displace another Employee provided he has the qualifications to perform the work. The Employee shall advise the City which position he is claiming within seven (7) days of being notified that he is being displaced.

13.1.4 Any subsequent displaced Employee may displace another Employee provided he has the qualifications to perform the work. The Employee shall advise the City which position he is claiming immediately.

13.2 When layoffs affect temporary Employees only, seniority in the department shall be the determining factor where the Employee has the necessary qualifications to perform the work remaining.

13.2.1 Temporary Employees working more than thirty (30) days in a relief assignment or temporary position shall receive five (5) working days notice of the proposed layoff and a record of employment slip shall be issued as soon as possible after the date of layoff.

13.2.2 A temporary Employee, who wishes to request an earlier layoff than was planned, shall apply to the City for a Leave of Absence at least fifteen (15) days prior to his requested layoff date. Requests shall be considered in the order that they are received. If the leave of absence is not approved and the Employee still requires the early layoff, he shall have deemed to have resigned and shall lose all previously accumulated seniority.

13.3 In order that operations of the Union shall not become disorganized when layoffs are made, members of the Local Union Executive Board shall be the last persons laid off during their term of office unless such person would be affected by normal seasonal layoff.

13.4 Employees on layoff shall be able to exercise their seniority for posted positions. Permanent Employees on layoff shall receive priority over temporary Employees or others from outside of the bargaining unit, for posted permanent positions and shall be given the necessary training to perform the work, provided the Employee has the skills and abilities similar to the vacant position for which he is being considered.

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

13.6 The City agrees to inform the Union of any proposed changes in the performance of services supplied by the City, four (4) months in advance of the proposed change being implemented.

14 RECALL

14.1 Recalls for permanent Employees shall be in order of bargaining unit seniority provided the Employee being recalled has the qualifications to perform the work available.

14.2 Recalls for temporary Employees shall be in order of seniority in the department provided the Employee being recalled has the qualifications to perform the work available.

14.2.1 Temporary Employees being recalled to a relief assignment or temporary position of greater than thirty (30) days shall receive at least ten (10) days notice by telephone. If an Employee is unable to be contacted by telephone, the City shall send the notice of recall by registered mail. If an Employee does not return to work following ten (10) days from the date the registered letter was sent, the Employee shall be deemed to have resigned and forfeited all accumulated seniority.

14.2.2 If a temporary Employee is electing not to be available for any relief assignments or temporary positions for a specific period of time following a layoff, that Employee must request approval from his supervisor, in writing, for the period when he will be unavailable. Such requests shall not be unreasonably denied where there are qualified Employees available to perform the work. Where there are multiple requests and the City is unable to approve all requests, priority shall be given to the most senior Employee(s).

14.2.3 Where a temporary Employee has indicated, in writing, he is unavailable; he shall waive his rights to be contacted for any relief assignment or temporary positions within the approved period but shall continue to retain his seniority.

14.2.4 Where a temporary Employee had initially indicated, in writing, that he would not be available for any relief assignment or temporary position for a specific period but later changes his decision; he shall inform his Supervisor of his availability in writing. The Employee shall only exercise accumulated seniority for relief assignments and temporary positions that become available after the notification of his availability.

15 HOURS OF WORK

15.1 The standard regular hours of work shall be:

15.1.1 Thirty-six and one quarter (36¼) hours per week, Monday through Friday normally between 8:30 a.m. and 4:30 p.m. with a forty-five (45) minute unpaid lunch break; or,

15.1.2 Forty (40) hours per week, Monday through Friday normally between 8:00 a.m. and 4:00 p.m. with a twenty (20) minute paid lunch break; or,

15.1.3 Forty (40) hours per week averaged over a period of time when the regular work schedule repeats itself and may include working a Saturday and/or a Sunday.

15.2 Employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift which shall be taken in the Employee's job site area.

15.3 There shall be a minimum of eight (8) hours of rest between scheduled shifts. Those Employees who work a twelve (12) hour shifts as part of their regular schedule shall have a minimum of twelve (12) hours of rest between scheduled shifts.

15.4 Unless otherwise agreed upon between the City and the Union, work schedules shall be posted in the Department at least twenty-eight (28) days in advance of the commencement of the schedule and shall include the daily hours of work, the length of the lunch break and the regularly scheduled days of rest, assigned to each Employee. In the event that changes to established work schedules are required for operational reasons, the City shall review the changes with the Union prior to implementation.

15.5 The standard regular hours of work may be modified by altering the start and finish times for a period not to exceed three (3) months. Employees shall be notified at least forty-eight (48) hours in advance of the commencement of the new start and finish times and the length of time the altered schedule will be in place. Periods of more than three (3) months may be implemented with mutual agreement of the parties.

15.6 Employees may exchange shifts among themselves provided that they make such a request in writing to their Supervisor and the Supervisor approves the request. Shift exchanges shall only be granted under the condition that there shall be no increase in cost to the City.

15.7 By mutual agreement, in writing, between the Employee and his Supervisor the standard regular hours of work may be altered to accumulate time off in lieu of extra hours worked in a day at straight time to a maximum of two (2) hours. These hours shall be taken off by the end of the next pay period in which they were earned.

15.8 The City may implement or modify compressed work week schedules under the conditions outlined in Appendix VIII.

16 OVERTIME

16.1 Overtime shall apply for all hours worked in excess of the full time equivalent number of daily, weekly or average weekly regular hours, as defined in Article 15.

16.2 Overtime shall be calculated at two times (2x) the classified rate of pay for the work that is being performed, for each fifteen (15) minute interval, and shall not include shift differential or any other pay premiums.

16.3 The City shall endeavour where reasonable to allocate overtime equally among Employees who are willing and qualified to perform work which is available.

16.4 All overtime work must be authorized by the Employee's Supervisor or his designate.

16.5 The City shall not require any Employee to take time off in lieu of overtime.

16.5.1 However, if there is mutual agreement between the Employee and his Supervisor to bank overtime, the overtime shall be banked in dollars at a rate of one and one half times (1.5x) the classified rate of pay for the work that is being performed, and shall not include shift differential or any other pay premiums.

16.5.2 When an Employee wishes to take time off in lieu of overtime, it shall be taken at a time that is mutually agreeable between the Employee and his Supervisor, and he shall be paid at his classified rate of pay.

16.5.3 An Employee shall only have the maximum equivalent of eighty (80) hours, at his classified rate of pay, in his overtime bank at any one time.

16.5.4 Once overtime is banked, it shall only be taken as time off in lieu of overtime and shall not be paid out.

17 EMPLOYEE TRAINING AND MEETINGS

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

17.1.1 Orientation: shall mean the time a newly hired, recalled or transferred Employee is involved in education and/or training necessary to familiarize himself with the City and/or Departmental procedures necessary to safely and effectively commence the job.

17.1.2 On-the-Job Training: shall mean a pre-approved internal or external training activity specifically designed to instruct Employees on a specific subject matter or a training or education activity Employees participate in to maintain or enhance their skills and abilities in order to meet the requirements of their current position.

17.1.3 Line-of-Progression Training: shall mean a pre-approved internal or external training activity specifically designed to improve the Employee's overall knowledge, abilities and skills in order to enhance their potential for opportunities for future positions that are in a normal job related line of progression within the Employee's current department.

17.1.4 Meeting(s): shall mean an assembly of Employees called by the City for work related discussions, outside of their regularly scheduled hours of work.

17.2 Employees participating in any training required by the City for the purposes of orientation and/or on-the-job training, or any meeting, shall be paid at their classified rate of pay.

17.2.1 When the training or meeting immediately precedes or immediately follows the Employee's regular shift, the Employee shall be paid at straight time for all hours so spent. If such training or meetings exceeds three (3) hours, the overtime rates of pay shall apply for all training or meeting hours in excess of three (3) hours.

17.2.2 When the training or meeting occurs on a regular work day at a time other than that outlined in Article 17.2.1, the Employee shall be paid a minimum of two (2) hours pay at his classified hourly rate at straight time. If such training or meetings exceeds three (3) hours, the overtime rates of pay shall apply for all training or meeting hours in excess of three (3) hours.

17.2.3 Where the Employee is required to participate in training or a meeting on a regularly scheduled day off, the Employee shall be paid at straight time with a minimum of two (2) hours pay.

17.3 Temporary Employees, with more than two thousand (2000) regular hours paid, and permanent Employees in classifications which require that a third party certification be maintained or renewed (i.e., National Lifeguard Service Award, Waste Water Treatment Operator Certification, Power Engineering Certificate) shall be reimbursed for the respective fees upon prior approval and presentation of a paid receipt.

Permanent Employees only shall be allowed time off with no reduction in regular pay to take courses and/or write examinations that occur during the Employees' regular hours of work.

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

17.5 Recognizing the principle of promotion within the bargaining unit, the City agrees to provide the opportunity for job related line-of-progression training for permanent Employees. Employees shall file a formal request for line-of-progression training with their supervisor. In the event that more than one formal request for line-of-progression training is received by the supervisor, preference will be given to the request from the senior Employee. Each request shall include, but may not be limited to, the type or nature and duration of the training and the following costs:

(a) the amount of time the Employee will be required to commit to the training;
(b) the cost of the training including tuition and course materials;
(c) the cost of travel, meals and accommodation.

Upon approval of the Employee attending the training, the City and the Employee shall share the approved costs.

17.6 Employees requesting training which may enhance their potential for opportunities for future positions that are not in the Employee's line-of-progression shall make application for attendance to the training in accordance with the City of Medicine Hat Training and Development Policy. Should such application be denied, the Employee shall have the right to appeal to the City Grievance Committee through the Union. The decision of the City Grievance Committee shall be final and shall be communicated to the Employee in writing.

18 CALL OUT

18.1 Overtime work other than that which immediately follows or immediately precedes an Employee's regularly scheduled shift shall be deemed to be a "call out" and shall be paid at double time (2x) for all call out hours so worked with a minimum payment of two (2) hours at double time (2x). An Employee receiving additional calls within two (2) hours of receiving the initial call, shall not receive any additional pay for these call outs. Any call that extends beyond the two (2) hours of receiving the initial call shall be paid for at double time (2x) for all hours so worked beyond the two (2) hour period until the Employee's regular scheduled shift begins.

18.2 Where a Facility Operator is required to conduct an inspection of a City facility or building on a Saturday, Sunday, or General Holiday, he shall be paid a minimum of one (1) hour at two times (2x) the classified rate of pay for the work that is being performed for each Saturday, Sunday or General Holiday. A Facility Operator being "called out" to perform emergency work shall be paid in accordance with Article 18.1. Such call outs shall be only on the authority of his Supervisor or designate.

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

19 WEATHER CONDITIONS

19.1 Permanent Employees shall not be sent home from work due to weather conditions but may be assigned alternate duties during a period of poor weather conditions. If the Employee chooses not to perform the alternate duties, the Employee may take the day off without pay or take vacation entitlement for that day.

19.2 Temporary Employees who are required to report to work but work only two (2) hours or less due to weather conditions shall be paid a minimum of two (2) hours pay at their classified rate of pay for that day.

19.3 If temporary Employees are contacted at home or by a pre-arrangement, and are advised not to report to work due to weather conditions, the said Employees shall not receive any pay for that day.

19.4 Temporary Employees in the Parks and Recreation Departments who have reported to work (as per Article 19.2) but are unable to perform their regularly scheduled duties due to weather conditions shall be sent home regardless of seniority. Employees able to carry out their regularly assigned duties shall remain at work, and Employees with more seniority that are sent home shall continue to accumulate seniority on any regularly scheduled hours not worked that day.

20 SALARIES AND WAGES

20.1 All Employees shall be classified and shall not receive a lower rate of pay than his classification calls for.

20.2 Classified rates of pay for Employees covered by this Collective Agreement shall be as prescribed in Appendix I and II as follows:

20.2.1 The classifications and rates of pay in Appendix I shall be subjected to the provisions of the Job Evaluation Plan and Manual.

20.2.2 The classifications and rates of pay in Appendix II shall not be subject to the provisions of the Job Evaluation Plan and Manual.

20.3 In the event that the City experiences difficulty in recruiting and/or retaining Employees, the City shall have the right to establish out-of-schedule rates of pay above the evaluated rates of pay in Appendix I. The Union shall be notified of out-of-schedule classifications, rates of pay and changes thereto. Employees receiving out-of-schedule rates of pay shall be given six (6) months' notice in writing of any reduction or cancelation of the out-of-schedule rates of pay and shall be returned to their evaluated rates of pay in accordance with Appendix I.

20.4 A newly hired Employee shall be paid at the classified start rate for all positions he works in until he has reached four thousand (4000) regular hours paid, or the specified hours in Appendix II, after which he shall receive the classified job rate for all positions that he works in.

20.5 Where an Employee is appointed for a period of at least one (1) hour or more per day to temporarily perform the duties of a position having a higher classified rate of pay, such Employee shall be paid at the classified rate of pay for that position for each hour worked in that classification.

20.6 Temporary Employees, who are hired to perform work of a temporary nature but are not working in any established position, shall be paid at the hourly rate established for Range 1 in Appendix I.

20.7 Where the City believes it is appropriate, the City shall have the discretion to pay an Employee, who is not at the job rate, a rate of pay that is higher than the start rate but not more than the job rate for that classification. The City shall notify the Union prior to implementation.

20.7.1 All other current Employees shall receive the same rate of pay as the aforementioned Employee when all of the following conditions are met:

(a) the Employee(s) are working in the same classification requiring the same qualifications; and
(b) the Employee(s) possess all of the qualifications; and
(c) the Employee(s) are not at the evaluated job rate.

20.8 Paid leaves shall normally be paid at the Employee's classified rate of pay. Any Employee working in a higher classification with a higher rate of pay immediately prior to taking a leave (as defined in Article 20.8.1 below) shall be paid during such leave at that classified rate providing that he has been working full time at that classified rate for at least thirty (30) days immediately preceding commencement of such leave. Any Employee working full time in more than one higher classification for at least thirty (30) days immediately preceding commencement of such leave, shall be paid at the basic rate of pay for the classification that the Employee worked the majority of the hours during the thirty (30) days. No Employee who has been working in a higher classified rate shall be reverted back to his lower classification to intentionally prevent him from receiving the higher classified rate of pay while on the leave.

20.8.1 The paid leaves referred to in Article 20.8 shall include sick leave, family sick leave, vacation, bereavement leave, general holidays, Employee training and meetings, workers' compensation and jury or witness duty.

20.9 An Employee who is temporarily assigned a portion of the duties and responsibilities of a position outside of the bargaining unit while continuing to remain in his bargaining unit position for a period of up to six (6) weeks shall, at the City's sole discretion, receive an adjustment of up to ten per cent (10%) of his classified rate of pay.

21 RETROACTIVE PAY

21.1 Retroactive salary adjustments shall apply to all Employees who have been employed by the City for any period dating from the effective date of this Collective Agreement to the date upon which this Collective Agreement is actually signed and implemented.

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

22 PAY DAYS

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

22.2 Employee's pay shall be deposited by direct deposit bi-weekly on Thursday morning of the following week to the financial institution of individual Employee's choice. Employees shall receive a statement indicating the amount of earnings and deductions issued on pay day.

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

23 TIME SHEETS

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

24 PAY QUERIES

24.1 In the event that the City or an Employee finds an error in pay, the City or the Employee finding the error shall report the error to the other party within thirty (30) days from the date that the error was discovered.

24.2 Where an error has caused an Employee to be over or under compensated, a retroactive adjustment shall be made for no more than thirty (30) days from the date that the error was discovered.

25 SHIFT DIFFERENTIAL

25.1 Employees who are required to work a full shift where fifty percent (50%) or more of the shift falls between the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift differential of one dollar and twenty-five cents ($1.25) for every hour worked on that shift.

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

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

26 STANDBY PAY

26.1 Standby pay of two hundred and seventy dollars ($270.00) shall be paid to an Employee who is required by his department to remain on call for the seven (7) consecutive day period.

26.2 Where an Employee is required to be on standby for a period of less than seven (7) consecutive days he shall be paid two dollars and eleven cents ($2.11) per hour for each hour designated as standby.

26.3 An Employee shall be paid an additional sixty dollars ($60.00) for each General Holiday that may occur during their weekly standby period or two dollars and fifty cents ($2.50) for each hour of standby on the actual General Holiday.

26.4 Departments that maintain standby lists outside the requirements within specific job classifications shall post the standby schedule, and forward a copy to the Union, twenty eight (28) days in advance of the schedule being implemented. Employees shall indicate if they will commit to standby fourteen (14) days prior to the schedule being implemented. The standby schedule shall include the minimum number of qualified Employees, the duration which shall not exceed twelve (12) months and rotation of the standby schedule. If required, to maintain the minimum number of Employees on standby, qualified Employees shall be appointed in reverse order of seniority.

27 SERVICE PAY

27.1 Service Pay shall be paid to all permanent Employees as follows:

(a) After ten (10) years continuous service - $10.00/month;
(b) After fifteen (15) years continuous service - $15.00/month;
(c) After twenty (20) years continuous service - $20.00/month;
(d) After twenty-five (25) years continuous service - $25.00/month.

28 TOOL ALLOWANCE

28.1 The City shall pay permanent Mechanics and Heavy Duty Mechanics thirty-seven dollars and fifty cents ($37.50) per month towards the cost of appropriate shop tools.

28.2 The City shall pay the permanent Fleet Services - Service Worker eight dollars and thirty-three cents ($8.33) per month towards the cost of appropriate shop tools.

29 USE OF EMPLOYEES' VEHICLES

29.1 Any Employee who is required to use his own car or truck for City business shall be paid for the use of such vehicle as per the City policy.

29.2 An Employee who uses his personal vehicle to report to a job site outside of the City limits shall be paid a kilometre allowance as per the City policy.

29.3 During the winter months (December 1st to March 1st), a Meter Reader or a Tax Assessor who uses his personal vehicle on City business, and that vehicle is frequently stopped, parked and started, or left idling, shall be paid an additional allowance of two dollars ($2.00) per day.

30 EXPENSES OUTSIDE CITY LIMITS

30.1 If an Employee is called upon to work, or attend training or education seminars outside the City Limits on City business, the Employee shall be allowed all necessary expenses incurred as per the City Policy except as otherwise provided in Article 17.

31 LEGAL EXPENSES

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

32 HEALTH AND INSURANCE

32.1 The City shall maintain the following group health and insurance plans subject to the various conditions and cost sharing as indicated.

32.1.1 Extended Health Care: Permanent Employees, and temporary Employees with twelve (12) months of continuous service, shall be eligible to participate in the plan which provides coverage for prescription drug benefits, hospital benefits, health benefits, vision care benefits and out-of-province emergency travel benefits. The City shall pay one hundred percent (100%) of the required premium.

32.1.2 Dental Plan: Permanent Employees shall be eligible to participate in the plan which provides coverage for basic benefits, periodontic benefits, extensive benefits and

orthodontic benefits. The City shall pay one hundred percent (100%) of the required premium.

32.1.3 Long Term Disability: Permanent Employees shall participate in the plan which provides coverage after three hundred and sixty-five (365) days of disability at seventy percent (70%) of the Employee's first three thousand dollars ($3,000.00) of monthly salary, plus an additional fifty percent (50%) of the Employee's monthly salary in excess of three thousand dollars ($3,000.00), to a maximum of four thousand five hundred dollars ($4,500.00) per month. The Employee shall pay one hundred percent (100%) of the required premium.

32.1.4 Life Insurance: Permanent Employees shall participate in the plan which shall provide life insurance benefits in the amount of two times (2x) annual salary to a maximum of two hundred and fifty thousand dollars ($250,000.00). The City shall pay one hundred percent (100%) of the required premium.

32.1.5 Dependent Life Insurance: Permanent Employees shall participate in the plan which shall provide dependent life insurance benefits in the amount of ten thousand dollars ($10,000.00) for an Employee's spouse and five thousand dollars ($5,000.00) for an Employee's dependent child. The City shall pay one hundred percent (100%) of the required premium.

32.1.6 Accidental Death and Dismemberment Insurance: Permanent Employees shall participate in the plan which provides insurance benefits up to two times (2x) annual salary to a maximum of two hundred and fifty thousand dollars ($250,000.00). The City shall pay one hundred percent of the required premium.

32.1.7 Employee Assistance Program: Permanent Employees, and temporary Employees with two thousand (2000) regular hours paid, shall participate in the Employee Assistance Program. The City shall pay twenty percent (20%) and the Employee eighty percent (80%) of the required premiums.

32.2 Where the benefits in this article are provided through insurance obtained by the City, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriter(s) of the plan(s).

32.3 Any changes to the group health and insurance plans that would, in any way, decrease the present coverage shall first be ratified by the Union, unless such changes are beyond the control of the City.

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

32.4 For the first six (6) months that an Employee is eligible to receive long-term disability benefits, the City shall pay the full amount of the required premium to ensure continuation of all group health and insurance benefits which the Employee carried at the commencement of long-term disability. If the Employee has not returned to work after the six (6) month period from commencement of long-term disability, he shall be required to pay the full premium (both the City and Employee share) for those health and insurance benefits he chooses to participate in. This payment shall be made by post-dated cheques.

33 PENSION PLAN

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

34 VACATION

34.1 All permanent Employees shall receive annual vacations with pay as follows:

34.1.1 From commencement of continuous employment to the sixth (6th) anniversary date, the Employee shall accumulate vacation at the rate of three (3) weeks per year or 0.0577 hours of entitlement for each regular hour paid.

34.1.2 From the sixth (6th) to the thirteenth (13th) anniversary date, the Employee shall accumulate vacation at the rate of four (4) weeks per year or 0.0769 hours of entitlement for each regular hour paid.

34.1.3 From the thirteenth (13th) to the twentieth (20th) anniversary date, the Employee shall accumulate vacation at the rate of five (5) weeks per year or 0.0962 hours of entitlement for each regular hour paid.

34.1.4 From the twentieth (20th) anniversary date onward, the Employee shall accumulate vacation at the rate of six (6) weeks per year or 0.1154 hours of entitlement for each regular hour paid.

34.2 General Holidays are not included in the vacation period; that is to say, if a General Holiday occurs during the vacation period, that day shall be shown as General Holiday pay and another day of vacation shall be taken at a later date.

34.3 An Employee shall utilize vacation such that, as of December 31st each year he shall have no more than his annual entitlement accrued in his vacation bank.

34.4 An Employee may take his vacation at any time during the calendar year subject to the following:

34.4.1 Prior to March 1st of each year, each department shall post a sign up list and all permanent Employees and temporary Employees with twelve (12) months continuous service, shall indicate their desired vacation period prior to April 1st of each year to be taken between May 1st of the current year and April 30th of the following year.

34.4.2 By May 1st a finalized schedule of approved vacation shall be posted taking into consideration the wishes of the Employees on the basis of seniority and the operational needs of the department.

34.4.3 If no preference is indicated by the Employee prior to April 1st, the Employee will have to schedule his vacation at a time that is left unscheduled.

34.4.4 Any Employee who requests changes, or additions, to the finalized schedule shall forward the request to his supervisor at least three (3) weeks prior to the requested change date. The supervisor, or his designate, shall respond within seven (7) days indicating whether or not the request has been approved.

34.5 All temporary Employees who have not yet accumulated four thousand (4,000) regular hours paid with the City shall be paid vacation pay calculated at four percent (4%) of their classified rate(s) of pay multiplied by their regular hours paid in each bi-weekly pay period. Upon the accumulation of four thousand (4,000) regular hours paid, Employees shall be paid vacation pay calculated at six percent (6%) of their classified rate(s).

34.6 New permanent employees who have successfully completed their probationary period, may, at the sole discretion of the City, be granted service credit for vacation accrual purposes for the lesser of their own past years of directly relevant work experience or the required experience detailed within the approved job description the Employee was hired into, both capped at a maximum of ten (10) years.

35 GENERAL HOLIDAYS

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

35.2 Permanent Employees who are employed on March 31st of each year shall be entitled to a floater holiday in lieu of Easter Monday, to be taken at a time mutually agreed between the Supervisor and the Employee.

36 PAY ON GENERAL HOLIDAYS

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

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

36.1.2 When a general holiday falls on a Saturday and/or a Sunday, those Employees whose work schedule occasionally changes to include working on a Saturday and/or Sunday only because of a standby rotation, shall receive the next regular scheduled work day(s) immediately following the holiday(s) off with pay in lieu of the general holiday.

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

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

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

36.4 For Employees whose work schedule does include working a Saturday and/or a Sunday and a general holiday falls on the Employee's regular work day but he is not required to work, he

shall be given at least fourteen (14) days prior notice that he is not required to work. Where some Employees are required to work and others are not required to work, the City shall endeavour to rotate the selection of Employees required to work as evenly as possible.

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

37 LEAVE OF ABSENCE

37.1 Wherever possible, an Employee desiring a leave of absence shall apply, in writing to his supervisor, at least thirty (30) days in advance of the anticipated commencement of the leave.

37.2 Should such application be refused he shall have the right to appeal to the City Grievance Committee through the Union. The decision of the City Grievance Committee shall be final and shall be communicated to the Union in writing.

37.3 During any leave of absence sick leave and vacation accumulations shall be suspended.

37.4 During any leave of absence in excess of fourteen (14) days, seniority accumulations shall be suspended.

37.4.1 During the period of leave, the Employee shall be required to pay the full premium (both the City and Employee share) for those health and insurance benefits the Employee chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of the leave of absence.

37.5 Applications to return from leave other than on the date approved shall be, whenever possible, made in writing at least thirty (30) days in advance of the requested date of return.

38 UNION LEAVE

38.1 Any member of the Union who is elected or appointed to a Union position as a delegate to any convention held in connection with any affairs of the Union, or any other Union activity where the City does not absorb the cost of same, shall be granted leave of absence and his pay shall carry on in the usual manner. Written notification shall be given to his respective supervisor at least seven (7) working days in advance.

38.2 No more than eight (8) Employees can be absent on Union business not conducted with the City at any one time and no more than two (2) Employees from a department unless mutually agreed.

38.3 The Union shall be billed the amount of pay so received by the Employee for his leave of absence, and at the City's discretion, such fringe benefit costs (pro-rated) as may be appropriate. Payment shall be made by the Union upon receipt of such billing.

39 MATERNITY LEAVE

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

39.1.1 "Maternity leave" shall mean the total period of time the Employee is absent and is comprised of health-related and voluntary periods combined.

39.1.2 "Date of Delivery" shall mean the date when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.

39.1.3 "Health-related Maternity Leave" shall mean the portion of maternity leave which the Employee is absent due to medical reasons.

39.1.4 "Voluntary Maternity Leave" shall mean the portion of maternity leave which is not health-related.

39.2 Application for maternity leave shall be submitted in writing to the Employee's department head not less than twelve (12) weeks prior to the estimated date of delivery. Such leave shall normally commence anytime in the twelve (12) weeks prior to the estimated date of delivery or earlier, if in the opinion of the Employee's physician, an earlier commencement is necessary.

39.3 Maternity leave shall not normally exceed fifteen (15) weeks following the date of delivery unless extended on the advice of the Employee's physician.

39.4 Health-related maternity leave shall be subject to the conditions of normal sick leave provisions and shall include periods prior to and following the date of delivery.

39.5 During the health-related portion of maternity leave, an Employee in receipt of payments from Employment Insurance shall, upon application and supported by proper medical documentation, be paid by the City, the difference between her regular bi-weekly earnings and her bi-weekly Employment Insurance benefit so that the two combined equal ninety-five percent (95%) of her regular bi-weekly earnings. The Employee shall be entitled to wage top-up equal to the amount of sick days in her sick leave bank at the time of commencement of maternity leave. This entitlement shall not reduce the amount of sick days in the Employee's bank and said days shall be available to the Employee upon return to employment.

39.6 During the period of voluntary maternity leave, the Employee shall be required to pay the full premium (both the City and Employee share) for those health and insurance benefits the Employee chooses to participate in. This payment shall be made by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.

39.7 Upon return to employment the Employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.

39.8 Employees returning to work from maternity leave are requested to give the Employee's department head four (4) weeks notice of the intention to return to work.

39.9 Employees returning from maternity leave shall be reinstated to the same or comparable classified position as was in effect at the commencement of maternity leave. Upon return to employment, sick leave and vacation which has been accumulated during the period of leave shall be credited.

39.10 Maternity leave shall be granted to Employees in accordance with the Employment Standards Code and this Article.

40 PARENTAL LEAVE

40.1 The City shall grant parental leave to an Employee who has been employed for a minimum of twelve (12) continuous months. The period of leave shall normally be for thirty-seven (37)

weeks except in extraordinary circumstances where the City shall consider an extension providing application is made prior to commencement of the thirtieth (30th) week of absence.

40.2 Application for parental leave should be submitted in writing to the Employee's department head, if possible, not less than twelve (12) weeks prior to the commencement of the leave.

40.3 If both parents work for the City, they may share the leave to a maximum of thirty-seven (37) weeks. Parents may be granted leaves at the same time depending on the City's operational requirements.

40.4 During the period of parental leave, the Employee shall be required to pay the full premium (both the City and Employee share) for those health and insurance benefits the Employee chooses to participate in. This payment shall be made by post-dated cheques prior to the date of expected commencement of parental leave.

40.5 Upon return to employment the Employee shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting period or medical examination except for optional life insurance.

40.6 Employees returning to work from parental leave are requested to give the Employee's department head four (4) weeks notice of the intention to return to work.

40.7 Upon return to employment the Employee shall be reinstated to the same or comparable classified position, as was in effect at the time that parental leave commenced and, provided the Employee returns to work, he shall be credited with full seniority and sick leave accumulations for the period of leave. Further, provided the Employee returns to work for at least thirty (30) days, he shall be credited with full vacation accumulation for the period of leave.

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

40.9 Parental Leave shall be granted to Employees in accordance with the Employment Standards Code and this Article.

41 BEREAVEMENT LEAVE

41.1 For the purposes of this article, immediate family member shall be defined to mean the following relatives of the Employee including grandparent, parent, sibling, spouse of sibling, spouse, child, son-in-law, daughter-in-law and grandchild and the following relatives of his current spouse including grandparent, parent and sibling.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41.3.2 An Employee may take such leaves without pay or may utilize vacation pay or banked overtime.

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

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

42 SICK LEAVE

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

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

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

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

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

42.2.2.2 If an Employee in receipt of sick leave and/or short-term disability returns to regular duties and a recurrence of the same illness and/or injury occurs within sixty (60) calendar days, the Employee shall again be paid from the sick leave plan or the short-term disability plan and continue the long-term disability elimination period.

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

42.4 Employees are expected to make all reasonable efforts to arrange all non-work related appointments outside of their regularly scheduled work hours (i.e. after hours, unpaid lunch breaks, earned days off or time off in lieu as defined in Article 13.7). If this is not practical and an Employee requires time off for the purpose of attending a medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's sick leave for the time taken. Employees may be required to submit satisfactory proof of such appointment.

43 DISABILITY MANAGEMENT PROGRAM

43.1 An Employee who is sick, injured or disabled and is unable to perform the regular duties of his position shall be provided with modified and/or alternate work as outlined in the City's Disability Management Policy and consistent with the following principles:

43.1.1 There shall be no alteration to any Employee's status (permanent or temporary) nor shall there be any change to his eligibility to participate in the group health and insurance or pension plans as a result of an accommodation.

43.1.2 No other permanent Employee shall be subject to layoff as a result of an accommodation. If a temporary Employee is laid off because an Employee is accommodated, the City shall endeavour to find another position for the effected temporary Employee.

43.1.3 No Employee shall be removed from the bargaining unit without mutual agreement of the City and the Union.

43.1.4 The Union shall be involved in the disability management process as outlined in the City's Disability Management Policy.

43.2 Notwithstanding the above, the obligation of the City, the Union or the Employee shall not exceed the point of undue hardship.

44 FAMILY SICK LEAVE

44.1 An Employee shall be eligible to apply for Family Sick Leave of up to a maximum equivalent of one week per calendar year to make arrangements for the care of a family member. Such requests shall be made in writing through the Employee's Supervisor. If the request is approved, the time required shall be deducted from the employee's accumulated sick leave bank.

44.1.1 Family member shall include the Employee's current spouse, child, step-child, parent or step-parent.

45 COMPENSATION FOR INJURIES

45.1 If any permanent Employee of the City is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such Employee shall be paid at the classified rate for which he was paid before such injury for twenty-eight (28) days following the injury provided that he assigns to the City, causes to be paid, and the City receives all wages received by him from the Worker's Compensation Board. If the Employee continues on compensation for more than twenty-eight (28) days, then the Employee receives ninety percent (90%) of the classified rate for which he was paid before such injury, for the balance of compensation on that claim.

45.2 The benefit under this article shall not be paid to the Employee after the expiration of three (3) years from the date of such injury.

45.3 During any period an injured permanent Employee is receiving payments from the City, both the City and Employee shall continue payments and necessary deductions and entitlements under this Collective Agreement.

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

46 JURY OR WITNESS DUTY

46.1 It is agreed that where any Employee is subpoenaed as a witness in a case arising from a matter occurring while carrying out the duties of their employment; or in a case in which the City has an interest; or for jury duty, the Employee shall not suffer any loss of pay while so serving; however, the Employee shall turn over to the City the amount of any fees or remuneration received less any reasonable expenses.

47 SAFETY

47.1 No Employee shall carry out any work or physical tests if, on reasonable and probable grounds, he believes that there exists an imminent danger or it will cause an imminent danger to his health and safety or another Employee at the work site. An imminent danger is a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out his work.

47.2 The Union and the City shall co-operate to promote the safety and health of Employees.

47.3 Health and Safety Committees shall be established which shall hold regularly scheduled meetings in accordance with the City's Health and Safety Policy for monitoring, inspecting, investigating, and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be kept of all meetings and copies shall be sent to the City and the Union.

47.4 The City or the Union shall have the right to call a meeting and/or inspection at anytime to deal with an immediate health and safety issue.

47.5 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident on the job shall be at the expense of the City for any expense not covered by an Extended Health Care Plan. In no event shall the Employee be responsible for the cost of such expense.

47.6 Time off with pay shall be given to the following Employees for a medical or eye examination once per year with the prior arrangements of their Supervisor: Pesticide Applicators, Waste Water Treatment Plant Employees, Sewer lift station Employees, Employees required by their driver's license.

48 PROTECTIVE CLOTHING AND EQUIPMENT

48.1 The City shall provide Employees with the personal protective safety equipment necessary to carry out their assigned tasks in a safe and healthy manner. Protective clothing such as rubber boots, rain suits, gloves / mitts, shall be supplied to all Employees, when required in the performance of their duties.

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

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

(a) Permanent Facility Operators;
(b) Maintenance, Utility Workers, Equipment Operators, Gas Field Labourers, Gas Field Operators, Gas Technicians, Gas Utility Workers, Gas Engineering Technologists, Gas Customer Service Foreman and Gas Plant Services Foreman;
(c) Employees working on equipment.

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

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

48.2.3 Upon commencement of employment, Water Distribution and Wastewater Collection Employees shall be provided with five (5) pairs of sized summer coveralls and the laundry service for the same. Coveralls shall be replaced only upon the approval of the Supervisor.

48.2.3.1 Permanent Employees in Water Distribution and Wastewater Collection shall be provided with one (1) fitted winter jacket and one (1) fitted pair of winter sallopettes and the laundry service for the same, if necessary. Jackets and/or sallopettes shall only be replaced upon the approval of the Supervisor.

48.2.4 Upon commencement of employment, Solid Waste Collection Employees shall be provided with five (5) pairs of summer coveralls, one (1) winter jacket, one (1) pair of sallopettes and the laundry service for the same. Coveralls, jackets and sallopettes shall only be replaced upon the approval of the Supervisor.

48.2.5 Pesticide applicators shall be provided with disposable coveralls.

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

48.2.7 Senior Services kitchen staff shall be supplied with hair nets and five (5) wash and wear tops and aprons each.

48.3 Upon presentation of receipt showing proof of purchase or repair, the City shall reimburse Employees who require safety footwear in the performance of their duties as follows:

48.3.1 Permanent Employees are entitled to a maximum of one hundred and fifty dollars ($150.00) per year.

48.3.2 Employees working directly with asphalt or tack oil used in road construction or maintenance are entitled to an additional fifty dollars ($50.00) per year.

48.3.3 Temporary Employees, upon initial employment with the City, are entitled to a maximum of one hundred and fifty dollars ($150.00), and thereafter are entitled to an additional seventy-five dollars ($75.00) on June 1st in each subsequent year that the Employee is recalled and actively working.

48.3.4 In the event an Employee does not use this entitlement, he shall carry over the unused portion to a maximum of three hundred dollars ($300.00).

48.4 The following Employees shall be supplied with uniforms as indicated in Appendix XI: Meter Readers, Transit Operators, Community Peace Officers, Lifeguards, and 911 Communication Operators.

48.5 In the event an Employee has been on leave of absence, or extended sick leave, the City reserves the right to pro-rate the clothing allowance, as provided in this article, at its discretion.

48.6 After the initial issue, clothing shall be replaced only on an as-needed basis at the discretion of the Supervisor.

48.7 Any Employee who is supplied with clothing and through carelessness or neglect, damages, destroys, or loses same, shall replace or pay for same.

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

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

49 WARNING, DISCIPLINE, DISMISSAL, TERMINATION

49.1 When management decides that an investigative meeting is necessary to determine whether or not disciplinary action may be taken against an Employee, the Employee shall have the right to have a Union representative present.

49.2 Whenever an Employee is disciplined it shall be a matter of management record and the following shall take place:

(a) the Employee shall have the right to have a Union representative present at the meeting when the discipline is given; and
(b) the Employee shall be given, in writing, the facts upon which the City is basing it's disciplinary allegations, whether it be a verbal warning, written warning, suspension, or discharge; and
(c) the facts shall be placed into the Employee's personnel file in the Human Resources Department, with a copy sent to the Union.

49.3 Any written disciplinary notation or warning shall be removed from management record and deemed void after an Employee has maintained a clear record with no disciplinary warning or suspension for twenty-four (24) months.

49.4 Upon serving at least one (1) working days' notice to the Human Resources Department, an Employee shall have a right to view his personnel file.

49.5 At the Union's request, the City shall provide such information as the Union requires relevant to the discipline of any Employee.

49.6 An Employee shall have the right to grieve his discipline or dismissal through the grievance procedure.

49.7 No Employee shall be disciplined except for just cause.

49.8 Where an Employee resigns from his employment, he should give the City two (2) weeks' notice in writing.

50 GRIEVANCES

50.1 When a dispute involving a question of general application or interpretation of this Collective Agreement occurs, the Union shall have the right to file the grievance. The Union shall submit the grievance in writing identifying the articles of the Collective Agreement that are alleged to have been violated and specify the relief claimed for the alleged breach of the Collective Agreement.

50.2 No grievance shall be considered after thirty (30) days when the circumstances giving rise to such grievance should reasonably have been known to the Employee.

50.3 Any of the steps may be by-passed by mutual agreement.

50.4 Longer periods of time for consideration of grievances may be given at any step in the procedure if mutually agreeable.

50.5 The aggrieved Employee(s) through their Shop Steward or Union Representative shall submit the grievance in writing to the Supervisor with a copy to Human Resources.

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

50.6.1 With respect to job posting grievances alleging improper selection, the City agrees that, at the time the Union advises the City it is advancing the grievance to step 1, the City shall provide the Union's National Representative and/or the Union Executive, upon their request, the information relating to the qualifications of the successful incumbent(s) and grievor(s) including their letters of application for the position, resumes, copies of relevant certificates and diplomas if available, and test results. Said Union representatives shall keep such information confidential and shall not provide such information to anyone other than their legal representative.

50.6.2 With respect to grievances alleging discrimination and/or harassment, if the parties cannot agree on a resolution to the formal complaint, the grievance shall commence at Step 3 of the grievance procedure.

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

50.7.1 Step 1: A meeting of the Parties shall be held within ten (10) days of the filing of the grievance with the appropriate Supervisor(s) (where there is no Supervisor the grievance shall proceed to the next step) to share information, to discuss and clarify the issue(s) / facts and to clarify the remedy sought by the grievor(s). The Supervisor shall communicate his decision to the Union in writing within ten (10) days of said meeting. If a settlement of the grievance is not reached, the Union may refer the matter to the next step by notifying Human Resources in writing within ten (10) days of the Supervisor's decision.

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

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

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

(a) The City and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.

(b) The expenses, if any, of the arbitrator shall be borne by the parties to the dispute in equal shares.

(c) The parties may mutually agree to a three (3) member arbitration board with each party appointing one (1) member to represent them and mutual agreement on a chairman (or as appointed by the Director of Mediation Services).

(d) The arbitration award shall be final and binding on both parties and shall be handed down as expediently as possible, within thirty (30) days from the date of the final hearing. In no event shall the arbitration award alter, modify or amend any of the provisions of this Collective Agreement. However, the Arbitrator, or the Arbitration Board, shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

Signed this 6 day of September, 2017 on behalf of the City of Medicine Hat

Signed this 6 day of Sept., 2017 on behalf of CUPE Local 46

[redacted]

APPENDIX I – MAIN WAGE SCHEDULE

	1-Jan-17		1-Jan-18		1-Jan-19	
Range	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
1	19.16	22.09	19.54	22.53	19.93	22.98
2	19.84	22.77	20.24	23.23	20.64	23.69
3	20.56	23.49	20.97	23.96	21.39	24.44
4	21.24	24.18	21.66	24.66	22.09	25.15
5	21.94	24.88	22.38	25.38	22.83	25.89
6	22.63	25.56	23.08	26.07	23.54	26.59
7	23.34	26.26	23.81	26.79	24.29	27.33
8	24.01	26.95	24.49	27.49	24.98	28.04
9	24.74	27.64	25.23	28.19	25.73	28.75
10	25.41	28.34	25.92	28.91	26.44	29.49
11	26.12	29.05	26.64	29.63	27.17	30.22
12	26.80	29.73	27.34	30.32	27.89	30.93
13	27.50	30.42	28.05	31.03	28.61	31.65
14	28.19	31.13	28.75	31.75	29.32	32.38
15	28.90	31.82	29.48	32.46	30.07	33.11
16	29.59	32.53	30.18	33.18	30.78	33.84
17	30.29	33.23	30.90	33.89	31.52	34.57
18	30.97	33.91	31.59	34.59	32.22	35.28
19	31.69	34.61	32.32	35.30	32.97	36.01
20	32.37	35.30	33.02	36.01	33.68	36.73
21	33.09	36.00	33.75	36.72	34.42	37.45
22	33.77	36.69	34.45	37.42	35.14	38.17
23	34.47	37.38	35.16	38.13	35.86	38.89
24	35.16	38.08	35.86	38.84	36.58	39.62
25	35.84	38.78	36.56	39.56	37.29	40.35
26	36.53	39.48	37.26	40.27	38.01	41.08
27	37.24	40.17	37.98	40.97	38.74	41.79
28	37.93	40.87	38.69	41.69	39.46	42.52
29	38.65	41.57	39.42	42.40	40.21	43.25
30	39.33	42.26	40.12	43.11	40.92	43.97
31	40.02	42.95	40.82	43.81	41.64	44.69
32	40.72	43.64	41.53	44.51	42.36	45.40

Classification Name	Range
Accounting Clerk III	Range 14
Accounting Clerk V	Range 17
Administrative Coordinator II	Range 19
Administrative Support I	Range 10
Administrative Support II	Range 11
Administrative Support III	Range 12
Administrative Support IV	Range 13
Administrative Support V	Range 14
Administrative Support VI	Range 15
Administrative Support VII	Range 16
Administrative Support VIII	Range 17
AFE (Approved for Expenditure) Administrator - NGPR	Range 13
Airport Operations Coordinator	Range 15
Aquatic Coordinator	Range 22
Archives Clerk	Range 11
Archivist	Range 25
Art Curatorial and Education Assistant	Range 12
*Assessor Trainee I	Range 13
*Assessor Trainee II	Range 15
*Assessor Trainee III	Range 17
*Assessor Trainee IV	Range 19
Assistant Archivist	Range 14
Billing Technician	Range 17
*Building Safety Codes Officer I	Range 21
*Building Safety Codes Officer II	Range 22
*Building Safety Codes Officer III	Range 23
*Buyer I	Range 14
*Buyer II	Range 19
*Buyer III	Range 28
Carpenter	Range 19
Cashier	Range 8
Clerk II	Range 6
Clerk X	Range 14
Collections Officer	Range 18
Communications Officer	Range 20
Communications Operator - 911	Range 18
Community Peace Officer	Range 20
Court Detail and RMS Support Clerk	Range 19
Crew Chief VII	Range 21
Crime Analyst	Range 27

Classification Name	Range
Customer Service Representative	Range 15
Development Officer I	Range 14
Development Officer II	Range 17
Education Coordinator	Range 19
*Electrical Safety Codes Officer	Range 24
*Environmental Utilities Compliance Technologist - Level I	Range 23
*Environmental Utilities Compliance Technologist - Level II	Range 25
*Environmental Utilities Compliance Technologist - Level III	Range 27
*Environmental Utilities Engineering Technologist	Range 23
Equipment Operator - Class I (licensed)	Range 7
Equipment Operator - Class I (not licensed)	Range 6
Equipment Operator - Class II	Range 8
Equipment Operator - Class III	Range 12
Equipment Operator - Class IV	Range 13
Exhibit Control Technician - Police	Range 18
Facility Labourer – Culture	Range 8
Facility Maintenance Supervisor	Range 24
Facility Operator VI	Range 15
Facility Operator IX	Range 18
*Facility Project Coordinator	Range 26
Facility Technical Assistant	Range 16
Facility Technician – Culture	Range 16
Facility Worker I	Range 4
Fitness Coordinator	Range 22
Fleet Equipment Technical Specialist	Range 20
Fleet Foreman	Range 28
Fleet Maintenance Technician – Automotive Service Technician	Range 23
Fleet Maintenance Technician – Heavy Duty Technician	Range 25
Fleet Maintenance Technician – Leadhand	Range 27
Fleet Services Maintenance Planner	Range 15
Food Services Supervisor	Range 21
*Gas Accountant	Range 24
Gallery Assistant	Range 15
*Gas Customer Service Foreman	Range 27
*Gas Distribution Technician I	Range 15
*Gas Distribution Technician II	Range 20
*Gas Distribution Technician III	Range 25
*Gas Engineering Technician I	Range 8
*Gas Engineering Technician II	Range 17

Classification Name	Range
*Gas Engineering Technician III	Range 25
*Gas Engineering Technician IV	Range 27
Gas Field Labourer	Range 6
*Gas Field Operator I	Range 11
*Gas Field Operator II	Range 16
*Gas Field Operator III	Range 21
*Gas Field Operator IV	Range 24
*Gas Land Mineral Administrator A	Range 8
*Gas Land Mineral Administrator B	Range 14
*Gas Land Mineral Administrator C	Range 20
*Gas Land Mineral Administrator D	Range 24
*Gas Land Mineral Administrator E	Range 26
*Gas Land Surface Administrator A	Range 8
*Gas Land Surface Administrator B	Range 13
*Gas Land Surface Administrator C	Range 18
*Gas Land Surface Administrator D	Range 22
*Gas Land Surface Administrator E	Range 24
*Gas Land System Administrator	Range 28
*Gas Plant Services Foreman	Range 28
*Gas Production Accountant I	Range 9
*Gas Production Accountant II	Range 16
*Gas Production Accountant III	Range 24
*Gas Utility Worker I	Range 6
*Gas Utility Worker II	Range 12
*Gas Utility Worker III	Range 17
*GIS/Engineering Technologist	Range 18
Guest Services Supervisor	Range 19
Heavy Duty Equipment Technician	Range 25
Heritage Assistant	Range 17
*HVAC Technician	Range 22
ICS Senior Support Technician	Range 24
ICS Support Technician	Range 16
Information Management Analyst	Range 15
Intermediate Systems Administrator – Police	Range 19
Irrigation Field Operations Technician	Range 16
Joint Interest Accounting Assistant	Range 17
Junior Systems Administrator – Police	Range 16
Laboratory Technologist – Level I	Range 14
Laboratory Technologist – Level II	Range 17

Classification Name	Range
Laboratory Technologist – Level III	Range 21
Laboratory Technologist – Level IV	Range 25
Landscape Design Technician	Range 18
License Inspector	Range 21
Lifeguard II	Range 13
Mail and Print Room Supervisor	Range 14
Mailroom Clerk	Range 4
Maintenance Worker I	Range 9
Maintenance Worker II	Range 10
Maintenance Worker III	Range 11
Maintenance Worker IV	Range 12
Maintenance Worker V	Range 13
Maintenance Worker VI	Range 14
Maintenance Worker VII	Range 15
Maintenance Worker VIII	Range 16
Marketing & Promotions Assistant	Range 12
Marketing & Promotions Coordinator	Range 21
Meter Reader II	Range 9
Meter Reader Team Leader	Range 18
*Municipal Engineering Technologist	Range 19
*Municipal Works Engineering Technologist	Range 26
Museum Curatorial Assistant	Range 19
Operations Assistant – 911	Range 18
Operations Support Assistant	Range 17
Overload Clerical	Range 1
Parks Technician	Range 22
Parks & Recreation GIS Technologist	Range 13
Payroll Technician	Range 20
*Plant Services Foreman	Range 28
*Plumbing & Gas Safety Codes Officer	Range 24
Police Clerk	Range 15
Police Clerk – Photo Radar Quality Assurance	Range 16
Police Clerk – Support Services	Range 19
Program Coordinator	Range 21
*Property Administrator	Range 22
Purchasing Assistant	Range 16
Quality Assurance Clerk	Range 18
Quality Assurance Coordinator - 911	Range 20
Recreation Program Assistant	Range 17
Residuals Handling Facility Technologist	Range 21

Classification Name	Range
Sales & Marketing Officer	Range 24
Sanitation Worker I	Range 12
Sanitation Worker II	Range 12
Sanitation Worker III	Range 14
Scale Operator	Range 11
Senior Accounting Assistant	Range 19
Senior Accounts Payable Clerk	Range 18
Senior Billing Technician	Range 19
Senior Customer Service Representative	Range 19
Senior Development Officer	Range 23
Senior Facility Operator IV	Range 19
Senior Facility Operator VII	Range 22
*Senior Planning Officer	Range 23
*Senior Systems Analyst	Range 27
*Senior Tax Assessor	Range 27
Special Projects Coordinator	Range 15
Storekeeper I - Fleet	Range 11
Storekeeper I - Purchasing	Range 12
Storekeeper I/Transportation Safety Officer	Range 15
Storekeeper II	Range 16
Storekeeper II – Fleet	Range 17
Storekeeper III	Range 19
Supervisor – Central Stores	Range 28
Supervisor – Construction EU	Range 30
Supervisor – Maintenance EU	Range 30
Supervisor I	Range 17
Supervisor II	Range 18
Supervisor III	Range 19
Supervisor IV	Range 20
Supervisor V	Range 21
Supervisor VI	Range 22
Supervisor VII	Range 23
Supervisor VIII	Range 24
Supervisor IX	Range 25
Supervisor X	Range 26
Supervisor XI	Range 27
Supervisor XII	Range 28
*Systems Analyst	Range 23
Systems Coordinator	Range 22
Systems Support Technician	Range 22

Classification Name	Range
*Tax Assessor	Range 21
Technical Assistant - Distribution	Range 15
Technical Assistant - Engineering	Range 15
Technical Assistant – Legal	Range 20
Technical Assistant – NGPR	Range
Technical Assistant - Operations	Range 13
Technical Assistant - Transportation and Marketing	Range 16
Technical Assistant Coordinator – Gas Distribution	Range 18
Technical Services Supervisor	Range 24
Temporary Utility Worker II	Range 2
Temporary Utility Worker V	Range 5
Unit Administrative Assistant	Range 14
Utilities Data Analyst	Range 21
Utility Worker III	Range 6
Utility Worker IV	Range 7
Volunteer Programs Coordinator	Range 17
Waste Water Source Control Officer	Range 32
Waste Water Treatment Plant Assistant Shift Operator (Level I)	Range 19
Waste Water Treatment Plant Assistant Shift Operator (Level II)	Range 21
Waste Water Treatment Plant Assistant Shift Operator (Level III)	Range 23
Waste Water Treatment Plant Assistant Shift Operator (Level IV)	Range 27
*Waste Water Treatment Plant Millwright	Range 26
Waste Water Treatment Plant Shift Operator (Level II)	Range 24
Waste Water Treatment Plant Shift Operator (Level III)	Range 27
Waste Water Treatment Plant Shift Operator (Level IV)	Range 30
Water & Sewer Pump Operator	Range 26
Water & Sewer Pump Operator (Level III)	Range 26
Water & Sewer System Operator (Entry – Step 1)	Range 5
Water & Sewer System Operator (Entry – Step 2)	Range 6
Water & Sewer System Operator (Entry – Step 3)	Range 8
Water & Sewer System Operator (Level I – Step 1)	Range 12
Water & Sewer System Operator (Level I – Step 2)	Range 17
Water & Sewer System Operator (Level II – Step 1)	Range 20
Water & Sewer System Operator (Level II – Step 2)	Range 22
Water & Sewer System Operator (Level II – Step 3)	Range 24
Water & Sewer System Operator (Level III – Step 1)	Range 23
Water & Sewer System Operator (Level III – Step 2)	Range 24
Water & Sewer System Operator (Level III – Step 3)	Range 26
Water & Sewer System Operator Heavy Equipment (Entry)	Range 16
Water & Sewer System Operator Heavy Equipment (Level I)	Range 18

Classification Name	Range
Water & Sewer System Operator Heavy Equipment (Level II)	Range 22
Water & Sewer System Operator Heavy Equipment (Level III)	Range 24
Water Quality Control Officer	Range 32
Water Quality Controller	Range 30

APPENDIX II – SUBSIDIARY WAGE SCHEDULE

	1-Jan-17				1-Jan-18				1-Jan-19			
	Start Rate	2000 Hours	4000 Hours	6000 Hours	Start Rate	2000 Hours	4000 Hours	6000 Hours	Start Rate	2000 Hours	4000 Hours	6000 Hours
Cooks Helper	15.58	16.51	17.41		15.89	16.84	17.76		16.21	17.18	18.11	
Cook I	16.92	19.02	21.37		17.26	19.40	21.80		17.60	19.79	22.23	
Fitness Leader	17.06	18.42	19.89		17.40	18.79	20.29		17.75	19.16	20.69	
Recreation & Cultural Attendant	13.89	15.04	16.20		15.00	15.34	16.52		15.30	15.65	16.85	
Transit Foreman	30.1	30.83	34.11		30.70	31.45	34.79		31.32	32.08	35.49	
Transit Operator	21.42	23.96	26.68	28.50	21.85	24.44	27.21	29.07	22.29	24.93	27.76	29.65
Transit Service Worker	21.42	23.10	24.79	27.23	21.85	23.56	25.29	27.77	22.29	24.03	25.79	28.33
Temporary Customer Service Representative	15.54		19.43		15.85		19.82		16.17		20.21	
Temporary Lifeguard I	19.99		23.90		20.39		24.38		20.80		24.87	
Temporary Lifeguard II	22.31		26.90		22.76		27.44		23.21		27.99	

Transit Operator Lead Hand — Employees shall be paid an additional two dollars ($2.00) per hour while so acting.

APPENDIX III – EQUIPMENT CLASSIFICATIONS

Class I Equipment	
313, 3371	LPG Tarpot/Asphalt Hotbox
306	Jack Hammer Air Compressor
312, 318	Asphalt Roller
323, 326, 335, 337, 342, 345, 419, 451, 476	Single Axle Trucks *
436	Water Truck, 3 Ton
578, 585, 4425, 4442, 4444, 4458, 4459, 4460, 4464, 4468, 4483, 4484, 4487, 4488, 4492, 4494, 4496	Lawn Mowers
4423, 4436, 4438, 4439, 4475, 4490	Leaf Sweepers
* When single axle trucks are equipped with sand spreaders and/or snow plows, the operator shall be paid in Pay Range 8.	

Class II Equipment	
34	Ford Fuel Truck
298, 836, 839, 6620, 9039, 9668	Fork Lifts
322, 325, 331, 332, 333, 334, 336, 338, 339, 343, 344, 504, 549, 551, 553, 554, 586, 587, 674, 677, 679, 682, 9344	Tandem Axle Trucks *
368, 369, 537, 580, 4455, 4482	Skid Steer Loader
380	Airport Runway Sweeper
385	Self Propelled Roller
395, 397, 575	Steam Cleaner
421, 640, 9178	Truck Mounted Cranes
4303	Tree Spades
362, 381, 382, 383, 384, 582, 4429, 4431, 4432, 4433, 4448, 4491, 4498, 9362	Tractors/Tractor Loaders
558, 3434, 4426, 4451, 4452, 4453, 4461	Gang Mowers
508	Thawing Machine
* When tandem axle trucks are equipped with sand spreaders and/or snow plows, the operator shall be paid in Pay Range 9.	

Class III Equipment	
284, 286, 287, 367, 506, 509, 577, 4493, 4499, 9285, 9676	Back Hoes
300	Spray Injection Patcher
579	Truck Mounted Cranes/Knuckle Boom Truck
347, 563, 562, 565, 572	Hydrovac Vacuum Flusher
351	Snow Loader
559, 3505, 3506	Dump Pup
361, 365, 387, 546, 666, 676	Loaders
3651, 3611	Snow Blower
376, 590, 377	Asphalt Rollers
420, 426	Aerial Lift Trucks
552, 574	Vacuum Unit
513	Flusher
667	Trummel Power Screen
678	Compost Turner
3386	Paint Truck
633, 634, 635, 636, 637, 638, 642, 643, 644, 645, 646, 653, 655, 656, 657, 658, 659	Automated Waste Collection Vehicles

Class IV Equipment	
349	Truck/Tractor Unit
3502, 3504, 3507	Trailers
352, 353, 354, 355	Graders
371, 372, 374, 375	Street Sweepers
379	Asphalt Paver
389, 649	Komatsu Dozer
506, 564	Rubber Tired Excavator
568	Track Excavator
648	Compactor

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

APPENDIX IV – TRANSIT

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

1 RECOGNITION (Article 2)

1.1 The Union Emblem may be worn on service uniforms.

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

2 HOURS OF WORK (Article 15)

2.1 The City agrees in principle to retain the present work schedule and hours of work and agrees that if there is any change to the present system, it will be subject to consultation with the Union. This does not preclude; however, the management's rights to enter into a changed operation for the efficient and economic operation of the system.

2.2 The City of Medicine Hat shall endeavour to provide the six (6) most senior operators on Regular Transit to normally work on Monday through Friday with Saturday and Sunday as their days off. These Employees shall occasionally be required to work on a day or evening shift on a Saturday and receive another day off. Any changes to this schedule shall be subject to prior consultation with the Union.

2.3 Transit Operators and Service Workers who are working a full eight (8) hour shift shall be provided with a thirty (30) minute paid lunch break during the eight (8) hour shift.

2.4 In the event that an Employee books off for sickness or other short notice emergent reasons, Management or their designate shall call out, according to seniority the first available qualified temporary Employee who has not maximized their average weekly hours. First consideration shall be given, according to seniority, to those qualified temporary Employees who are not working a full shift (7.25 hours or greater) on that day.

2.5 The Union and Transit Operators on regular runs recognize that unpaid travel time of up to fifteen (15) minutes prior to and/or following their regular shift may be required in order to get the buses between the Transit Garage and the bus routes.

2.6 A new run selection shall take place for the following reasons.

(a) sign up in December, June and August to become effective the first day of the first pay period in January, July and September respectively, or;
(b) when there is a major change in hours or in the shift schedule, or;
(c) when there is a major change of a route, or;
(d) when there is a major change in a run.

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

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

2.6.1 All operators shall be included in the regular sign-up in order of seniority.

2.6.2 If an Employee is not available when a sign-up occurs, that Employee shall leave his desired runs in order of preference with his Supervisor. When it is the Employee's turn to indicate his selection, the Supervisor shall assign an available run in order of the Employee's indicated preferences.

2.6.3 If an Employee is not available when a sign up occurs and does not leave his desired runs with his Supervisor, the Supervisor shall assign the Employee to an available run when it would have been the Employee's turn to indicate his selection.

2.7 Notwithstanding the above, Mark Crane shall be given first consideration for runs designated as Special Transit.

2.7.1 The aforementioned Employee shall only retain such rights until he elects to choose a Regular Transit run when a Special Transit run is available.

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

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

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

3 RELIEF ASSIGNMENTS AND TERM POSITIONS (Article 11)

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

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

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

4 GROUP HEALTH AND INSURANCE PLANS (Article 32)

4.1 The City agrees to reimburse Employees for medical examinations required as a condition of continued employment and by the Alberta Motor Vehicles Branch up to a maximum of one hundred dollars ($100.00) per examination.

5 GENERAL HOLIDAYS (Article 35)

5.1 All permanent Transit Employees who are employed on March 31st of each year shall be entitled to a floater holiday in lieu of Easter Monday, to be taken at a time mutually agreed between the Employee and the Manager of Transit Services.

6 PAY ON GENERAL HOLIDAYS (Article 36)

6.1 A permanent Transit Employee shall receive general holiday pay of an amount equal to his classified rate of pay multiplied by his regular daily hours.

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

6.3 When a general holiday falls on an Employee's regular day off, he shall be paid his general holiday pay.

6.4 When a general holiday falls on an Employee's regular work day and he is not required to work, he shall be paid his general holiday pay.

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

6.6 Shifts on a general holiday shall be offered to qualified staff in order of seniority commencing with the senior operator and then rotating from the last operator on the previous general holiday.

7 TRANSPORTATION

7.1 Free transportation shall be granted to all Medicine Hat Transit System Employees over the employer's system.

APPENDIX V – PERMANENT PART-TIME EMPLOYEES

1 DEFINITIONS (Article 8)

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

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

2 HOURS OF WORK (Article 15)

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

3 GENERAL HOLIDAY PAY (Article 36)

General Holiday Pay for permanent part-time Employees shall be based upon their average daily hours paid in the previously worked bi-weekly pay period prior to the General Holiday (or prior to March 31st for the Floater Holiday).

4 ADDITIONAL WORK

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

(a) The permanent part-time Employee must first obtain permission from their Supervisor prior to accepting any assignment outside of their own department. Such hours shall not conflict with their regular scheduled hours of work.

(b) When an Employee works in a position where the base hours are solely within the 1,885 hours per year or 2,080 hours per year, the corresponding entitlements for overtime shall apply (i.e., overtime after thirty-six and one quarter (36.25) hours per week for a position with annual hours based on 1885).

(c) When an Employee works a combination of positions with a base of 1,885 and 2,080 hours per year, overtime shall be paid on those hours after forty (40) hours per week.

(d) It shall be the responsibility of the Employee to inform their Supervisor and the other department of the potential of an overtime situation when additional relief hours are being offered.

(e) As the current payroll system cannot accommodate the accrual of vacation hours and vacation pay at the same time, the payroll department shall perform annual reviews of part-time Employees and pay vacation pay for the earnings worked as a temporary Employee outside of their home department prior to the payroll year end in each year.

(f) For the purposes of pension and other Employee benefit entitlements, the additional hours worked at a rate other than the Employee's regular classified rate or outside of their home department are not considered as part of the Employees permanent or "guaranteed hours" and therefore shall not be included in the calculation of annual pay for the application of these benefits.

(g) Part-time Employees working additional hours shall be paid the classified pay range of the position where the additional hours are worked, whether higher or lower than the Employee's part-time position pay range.

APPENDIX VI – RECREATION EMPLOYEES

1 LAYOFF (Article 13)

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

2 MINIMUM HOURS - AQUATIC LESSON INSTRUCTION (Article 15)

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

3 MINIMUM HOURS - AQUATICS (Article 15)

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

APPENDIX VII - COMMUNITY PEACE OFFICERS

1 COURT ATTENDANCE

1.1 Shifts shall not be changed to accommodate court appearances.

1.2 If an Employee is required to attend court to carry out his duties as a Community Peace Officer during hours other than the Employee's regularly scheduled shift and subsequently such court appearance is cancelled, the Employee shall be given at least twelve (12) hours notice of such cancellation and shall not receive any pay for the cancelled court appearance or the Employee shall receive two (2) hours pay if the Employee receives at least eight (8) hours notice of such cancellation or the Employee shall receive four (4) hours pay if the Employee receives less than eight (8) hours notice. If an Employee is required to attend court to carry out his duties as a Community Peace Officer during hours other than his regularly scheduled shift, he shall be paid at two times (2X) his classified rate of pay with a minimum of two (2) hours pay at two (2) times his regular rate of pay.

1.3 An Employee required to attend court during the Employee's vacation leave shall be granted an extra day of vacation leave (8 or 12 hours as per the Employee's shift schedule) in lieu of each day of court attendance, and further shall be granted an extra day of vacation leave (8 or 12 hours as per the Employee's shift schedule) for each day required to travel. This paragraph does not apply to temporary Community Peace Officers.

1.4 All necessary travel expenses, including food and lodging actually incurred by the Community Peace Officer in returning from vacation to undertake any duty required of the Employee during vacation leave shall be paid by the City. Where possible and at the option of the Employee required for the court attendance, the Employee shall be transported to court and returned by air. If travel time is in excess of twelve (12) hours, actual time shall apply.

2 COMPENSATION FOR INJURIES (Article 45)

2.1 If any permanent Employee of the City is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such Employee shall be paid at the classified rate for which he was paid before such injury for two (2) pay periods following the injury provided that he assigns to the City, causes to be paid, and the City receives all wages received by him from the Worker's Compensation Board. If the Employee continues on compensation for more than twenty-eight (28) days, then the Employee receives ninety percent (90%) of classified rate for the balance of compensation on that claim.

2.2 The benefit under this section shall not be paid to the Employee after the expiration of five (5) years from the date of such injury.

2.3 During any period an injured permanent Employee is receiving payments from the City, both the City and Employee shall continue payments and necessary deductions and entitlements under this Collective Agreement.

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

APPENDIX VIII – COMPRESSED WORK WEEK SCHEDULES

This appendix sets forth the terms and conditions to be observed where the City alters the standard regular hours of work outlined in Article 15.1.1 or 15.1.2 of the Collective Agreement through the implementation of a compressed work week schedule.

1. The parties agree that an Employee may, in conjunction with his Supervisor and/or General Manager, examine the feasibility of entering into a compressed work week schedule.

2. Provided that customer service is not compromised and that any direct or indirect incremental cost to the City as the result of the implementation of a compressed work week schedule is offset through other benefits gained, each Department may, subject to the approval of the General Manager in conjunction with the Commissioner, implement a compressed work week schedule. Participation by each Employee shall be voluntary.

3. A consistent work schedule shall be established and shall include the daily hours or work, the length of the lunch break, the regularly scheduled days of work, the regularly scheduled earned days off (EDO's) and the regularly scheduled days of rest, assigned to each Employee.

4. All compressed work week schedules must average thirty-six and one quarter (36 ¼) or forty (40) hours per week over the period of time when the work schedule repeats itself as well as total annual hours of 1,885 or 2,080.

5. EDO's are to be taken as days off according to the established work schedule. Banking of EDO's or payment for accumulated time is not permitted. However, the parties recognize that some flexibility may be required from time to time when operational requirements require deviation from the established work schedule. Should circumstances require an Employee to work on his regularly scheduled EDO, an alternate EDO shall be scheduled as soon as practical.

6. Employees are to make every reasonable effort to schedule personal appointments on their EDO.

7. In the event that an Employee working a compressed work week schedule chooses to revert to his standard regular hours of work as outlined in Article 15.1.1 or 15.1.2 of the Collective Agreement, he shall give his Supervisor and/or General Manager thirty (30) days notice of his intent to do so.

8. In the event that the compressed work week schedule compromises customer service or is deemed to be impractical for other reasons and the General Manager chooses to revert an Employee working a compressed work week schedule to his standard regular hours of work as outlined in Article 15.1.1 or 15.1.2 of the Collective Agreement, he shall give the affected Employee thirty (30) days notice of his intent to do so.

9. The application procedure, payroll guidelines and the guidelines for return to the standard regular hours of work shall be in accordance with the City's "Compressed Work Week and Flextime Guidelines". All applications shall be sent to the appropriate General Manager with a copy to Labour Relations, Payroll and the Union.

APPENDIX IX – GAS UTILITY EMPLOYEES WORKING IN GAS FIELDS

The following conditions shall apply when an Employee from the Gas Utility is scheduled by management to report to an assigned work location outside of Medicine Hat while maintaining a residence in Medicine Hat or the immediate area:

1. Employee shall be allowed to keep a city owned vehicle at his place of residence.

2. Employee shall report for the start of the regular eight (8) hour shift at a designated location outside of Medicine Hat.

3. Employee shall leave from the assigned work location allowing sufficient time to return to a designated location in Medicine Hat for the end of the regular eight (8) hour shift.

4. For an Employee working in Atlee Buffalo and Atlee East and residing in Medicine Hat, all traveling time to and from his designated location outside of Medicine Hat shall be included in his regular ten (10) hour shift.

APPENDIX X – MUNICIPAL WORKS WINTER OPERATIONS

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

1. An efficient, qualified and safety conscious crew of trained Municipal Works Employees must be available to perform snow removal, sanding, and auxiliary functions during these periods.

2. To meet the efficient operating procedures and safety standards, management shall continue to train operators, followed by an assessment of performance during actual operating conditions.

3. The qualified list of Employees must respond with forty-eight (48) hours advance notice to a rotation of their regular 8:00 am to 4:00 pm shift and a 4:00 am to 12:00 pm shift.

4. The rotation shall take place on a week to week basis (i.e., first week 4:00 am to 12:00 pm; second week 8:00 a.m. to 4:00 p.m.).

5. All qualified Employees shall rotate through the above schedule.

6. When snow and ice control is required, qualified Employees must respond to overtime requirements.

APPENDIX XI – SUPPLY OF UNIFORMS

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

	Permanent Employees	Temporary Employees	How often is clothing replaced?	Is destroyed or lost clothing replaced at the Employee's expense?
	1 Handcuff Pouch 1 Baton and Holder 1 Pepper Spray Holder 1 Body Armor 1 Tunic	1 Pepper Spray Holder 1 Body Armor		
Transit Operators	6 Shirts (long or short sleeve) Golf shirt optional from shirt allocation. 3 Pairs of Pants 1 Pair of Shorts (optional from pant allocation) 1 All-Season Jacket with liner (every 3-4 years) 2 Sweaters 2 Ties	4 Shirts 2 Pairs of Pants 1 All-Season Jacket with liner after one year of service 1 Sweater 2 Ties	As needed with up to $300 maximum per year.	Yes if beyond the yearly limit.
Meter Readers	6 Shirts 3 Pairs of Pants 1 Uniform Cap 1 Pair of Shoes 1 ID Badge 1 Parka Jacket 1 Bomber Jacket 1 Summer Jacket 1 Pair of Snow Pants 2 Pairs of Winter Boots	3 Shirts 1 or 2 Pairs of Pants 1 Uniform Cap 1 Pair of Shoes 1 ID Badge 1 Bomber Jacket 1 Summer Jacket 2 Pairs of Winter Boots	As needed. (Employees are reimbursed for footwear after completion of their probationary period.)	Yes if beyond the yearly limit.
911 Communications Operators	4 Shirts with Flashes 4 Bottoms (Combination of Pants, Skirts, or Shorts) 1 Pair of Shoes 1 Sweater or Vest	Shirts with Flashes Bottoms (Combination of Pants, Skirts, or Shorts) Pair of Shoes Sweater or Vest Employees purchase up to $150 for initial issue clothing purchase.	Permanent Employees as needed to a maximum of $250/year Temporary Employees as needed to a maximum of $150/year	Yes if beyond the yearly limit.

LIFEGUARDS	# of T-Shirts	# of Shorts:	# of Singlets:	Replacement Frequency	Is destroyed or lost clothing replaced at the employee's expense:
Temporary Employees, Upon Commencement of Employment	2	2	2	Every 1200 Hours	Yes
Permanent Employees, Upon Commencement of Employment	3	3	3	Every 1200 Hours	Yes

LETTER OF AGREEMENT
BETWEEN
THE CITY OF MEDICINE HAT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)

THE FOLLOWING LETTERS OF AGREEMENT TO THE 2017 – 2019 COLLECTIVE AGREEMENT ARE INDIVIDUAL LETTERS BUT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY.

LETTER OF AGREEMENT #1: OVERTIME FOR THE MUSEUM AND ARCHIVES AND GALLERIES

The parties to the collective agreement agree as follows:

1. When an Employee is required to work overtime in order to carry out the normal course of his duties, he shall bank all overtime hours worked in dollars at a rate of one times (1X) the classified rate of pay for the work that is being performed, and shall not include shift differential or any other pay premiums. Banked time off shall be taken as soon as possible at a time that is mutually agreeable between the Employee and his Supervisor, and he shall be paid at his classified rate of pay.

LETTER OF AGREEMENT #2: THEATRE AND EVENT OPERATIONS HOURS OF WORK

The parties to the collective agreement agree as follows with respect to the hours of work for the positions of: Guest Services Supervisor, Technical Services Supervisor, Cultural Facility Technician, Cultural Facility Worker and Cultural Facility Labourer at the Esplanade:

1. The hours of work for the permanent full-time employees shall not be fixed with regard to time of day or day of week but shall average forty (40) hours per week over each bi-weekly pay period. The City shall endeavour to provide a minimum of twenty-four (24) hours notice with respect to a change in an Employee's hours of work and/or days of work. Overtime shall apply if notice is less than twenty-four (24) hours.

2. The hours of work for the permanent part-time employees shall not be fixed with regard to time of day or day of week but shall average twenty (20) hours per week over each bi-weekly pay period. The City shall endeavour to provide a minimum of twenty-four (24) hours notice with respect to a change in an Employee's hours of work and/or days of work. Overtime shall apply if notice is less than twenty-four (24) hours.

3. The standard regular daily hours of work shall consist of a shift up to twelve (12) hours in length. Hours in the shifts for the Permanent Technical Services Supervisor and Permanent Cultural Facility Technician(s) shall be consecutive.

4. Overtime shall apply for all hours worked in excess of the regularly scheduled standard daily hours of work or for all hours worked in excess of eighty (80) hours in each bi-weekly pay period.

5. Employees who are required to work a twelve (12) hour shift as part of their regular schedule shall have a minimum of twelve (12) hours of rest between scheduled shifts. If the Employee's next regularly scheduled shift is scheduled to start prior to him completing his twelve (12) hours of rest, he shall be paid as if he were at work. If the Employee is required to come into work prior to him

completing his twelve (12) hours of rest, he shall receive double time for those hours that infringe on the twelve (12) hour rest period.

6. Employees shall be provided with two (2) - fifteen (15) minute rest periods and a twenty (20) minute paid lunch break to be taken in the Employee's job site area for shifts of eight (8) hours or more.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF MEDICINE HAT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 46
(Inside and Outside Workers)

THE FOLLOWING LETTERS OF UNDERSTANDING TO THE 2017 – 2019 COLLECTIVE AGREEMENT ARE INDIVIDUAL LETTERS BUT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY.

LETTER OF UNDERSTANDING #1: FULL-TIME PRESIDENT

In an effort to promote good labour relations between the City and the Union, and to efficiently manage the costs associated with City Employees being away from work to attend to Union business, the parties to the collective agreement have come to the following understanding with respect to the role of the Local President for the duration of the term of the collective agreement.

1. The President of CUPE Local 46 shall be a full-time officer of the Union and shall be paid at his basic rate of pay and benefits during his term of office.

2. The President shall conduct negotiations, grievances and other Union business with the City without loss of pay. The City shall cover these wages and benefit costs.

3. Shop stewards where possible, shall attend, without loss of pay, the following meetings:

   - Step one grievance meetings;
   - Investigative meetings that could lead to discipline;
   - Disciplinary meetings;
   - Case management meetings;
   - Departmental meetings.

   For any of the above noted meetings, the President may attend the meeting as the replacement for the Shop Steward.

4. The President shall also conduct Union Business where no City representative is present without loss of regular pay. The City shall pay his regular wages and bill the Union for these wages plus the appropriate pro-rated costs for benefits.

5. The City and the Union shall share the cost equally for all paid leaves by the President. Such amount of wages plus the appropriate pro-rated costs for group benefits shall be billed to the Union on an annual basis.

6. The President shall take responsibility for keeping his knowledge, skills and training requirements current for his home position during his term of office. The home department shall forward to the President the schedule for in-house training and/or any changes in the level of qualifications that are required for that position. However, should the parties decide that the President does not need to keep current with certain job requirements of his home position, the President shall be allowed sufficient time upon the expiry of his term should it be necessary to complete the training necessary to return to his home position.

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

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

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

LETTER OF UNDERSTANDING #2: CONSULTATION WHEN CONTRACTING OUT WORK

In the event the City plans to contract out work that would result in the layoff of members of the bargaining unit, the City agrees to consult with the Union four (4) months in advance.

The purpose of the consultation process is to give the Union a meaningful opportunity to receive and evaluate information, to assess the potential impact on its members, and to provide input and suggest alternatives. These discussions shall include the exchange of information on the reasons for contracting out the work including the direct and indirect costs and benefits of doing so.

LETTER OF UNDERSTANDING #3: HOURS OF WORK/OVERTIME DURING AN EMERGENCY

The parties to the collective agreement have agreed to the following, in respect to overtime and/or a declared emergency situation/emergency work schedule.

An emergency is a sudden unexpected event or combination of events calling for immediate action (e.g. including, but not limited to, snow management, flooding, or failure of equipment or systems providing essential public services).

When an emergency is declared by the City, all qualified Employees must respond to overtime requirements.

Emergency work schedules may be established for the duration of the emergency, provided twelve (12) hours notice is given and providing that at least eight (8) hours of rest is given between the Employees' last shift and the first shift of the emergency work schedule.

When an emergency work schedule is established but the twelve (12) hours notice is not provided or the eight (8) hour rest period is not provided, all hours worked on the first shift of the emergency work schedule shall be at the overtime rate.

When an Employee has their vacation cancelled or is called back to work from scheduled vacation, he shall be paid overtime for all hours worked and shall have his vacation rescheduled at a later date.

A member of the Union Executive shall be advised of all emergency work schedules.

LETTER OF UNDERSTANDING #4: BENEFITS FOR TEMPORARY EMPLOYEES

Notwithstanding Article 30.1.1 and Article 40.1 of the Collective Agreement, the City and the Union agree as follows:

1. Temporary Employees hired to fill a relief assignment for a period that is anticipated to exceed twelve (12) continuous months, shall be provided extended health care coverage and sick leave accrual from commencement of employment.

2. Temporary Employees hired to fill a relief assignment in a professional position, or in a position that the City, at its sole discretion, determines to be difficult to fill for a period that is anticipated to exceed twelve (12) continuous months shall be provided extended health care coverage, dental coverage and sick leave accrual from commencement of employment. The City shall have the discretion to offer vacation accrual to the employee.

3. The City shall notify the Union upon implementation of such benefits to an Employee. All other current Employees shall receive the same benefits as the aforementioned Employee when all of the following conditions are met:

   - the Employee(s) are working in the same classification requiring the same qualifications; and
   - the Employee(s) possess all of the qualifications; and
   - the Employee(s) are not yet receiving the same benefits.

LETTER OF UNDERSTANDING #5: OVERTIME FOR PERMANENT PART-TIME 911 COMMUNICATIONS OPERATORS

The parties to the collective agreement have agreed to an exception to Article 13.1 in regards to overtime payments to permanent part-time 911 Communication Operators as follows:

- If the Employee is called in to work an additional shift on another crew where the Employee receives less than twelve (12) hours of notice prior to the commencement of that shift, overtime rates of pay shall apply for hours worked on that shift.

LETTER OF UNDERSTANDING #6: ENVIRONMENTAL UTILITIES POSITIONS

The parties to the collective agreement have agreed that if none of the applicants to an Environmental Utilities position have the necessary qualifications, the following additional conditions shall apply:

1. Until the Employee has obtained the required qualification(s), the Employee shall be paid in the posted classification range according to his actual qualifications at that time (i.e., WWTP Shift Operator Level II).

2. Upon the attainment of the required qualification(s), the Employee shall be paid in the posted classification range according to the qualifications that have been attained (i.e., WWTP Shift Operator Level III).

3. The same principle shall be applied when an Employee is appointed to a relief assignment for a position having a higher classified rate of pay. The Employee shall be paid in the classification range for the higher position according to his actual qualifications at that time (i.e., WWTP Shift Operator Level II, III or IV).

LETTER OF UNDERSTANDING #7: OVERTIME FOR THE SENIOR SERVICES TRAVEL PROGRAM

The parties to the Collective Agreement have agreed that when an Employee is required to work overtime in order to carry out the normal course of duties involved with the Travel Program, he shall bank all overtime worked in dollars at a rate of one times (1x) the classified rate of pay. Banked time off shall be taken as soon as possible at a time that is mutually agreeable between the Employee and his Supervisor, and he shall be paid at his classified rate of pay.

LETTER OF UNDERSTANDING #8: OUT OF SCHEDULE CLASSIFICATIONS

The parties to the Collective Agreement have previously agreed to the following market reference rates of pay for the out-of-schedule classifications as of the June 4, 2012 ratification date. These market reference rates as outlined below still apply for the following classifications:

OUT OF SCHEDULE CLASSIFICATIONS	2013 MARKET REFERENCE RATE
Assessor Trainee	38.22
Building SCO I	38.61
Building SCO II	41.77
Building SCO III	47.88
Buyer I	34.62
Buyer II	38.27
Buyer III	42.76
Electric SCO	47.88
Gas Accountant	45.98
Gas Distribution Foreman	47.07
Gas Distribution Tech I	34.12
Gas Distribution Tech II	37.47
Gas Distribution Tech III	40.83
Gas Engineering Tech I	30.67
Gas Engineering Tech II	35.49
Gas Engineering Tech III	42.92
Gas Engineering Tech IV	50.53
Gas Field Operator I	30.34
Gas Field Operator II	35.18
Gas Field Operator III	40.35
Gas Field Operator IV	44.24
Mineral Admin A	24.60
Mineral Admin B	28.62
Mineral Admin C	34.73
Mineral Admin D	44.49
Mineral Admin E	51.74

Surface Admin A	24.60
Surface Admin B	28.62
Surface Admin C	34.03
Surface Admin D	42.55
Surface Admin E	47.12
Gas Production Accountant I	27.54
Gas Production Accountant II	35.68
Gas Production Accountant III	48.31
Gas Utility Worker I	27.03
Gas Utility Worker II	31.09
Gas Utility Worker III	35.15
Plumbing SCO	47.88
HVAC Technician	45.67
Millwright	40.29
Municipal Accountant	44.21
Junior Planning Officer	32.54
Intermediate Planning Officer	40.97
Senior Planning Officer	51.17
Senior Systems Analyst	49.31
Senior Assessor	49.17
Systems Analyst	41.72
Tax Assessor	44.97
Technologist I	33.10
Technologist II	37.24
Technologist III	41.37
Technologist IV	45.51

The following principles will apply:

- When applying article 18 to the out-of-schedule classifications listed above, the City of Medicine Hat will not implement any rate less than the defined "market reference rate" for all incumbents in that classification at the June 4, 2012 ratification date. The incumbents will be protected at no less than the market reference rate until the evaluated rate in Appendix I meet or exceed the "market reference rate".

- This letter applies only to those classifications listed above. Any new out-of-schedule classifications will be established pursuant to Article 18 of the collective agreement.

LETTER OF UNDERSTANDING #9: TEMPORARY EMPLOYEES

The City recognizes and acknowledges the issues raised by the Union during collective bargaining regarding the City's use of temporary Employees and the Union recognizes and acknowledges that the City's practice of using temporary Employees has been long standing.

The City and the Union agree, as follows:

1. During the term of the Collective Agreement, the City will review its use of temporary Employees endeavouring to comply with the intent of the Article 8.8.2 of the Collective Agreement.

2. Where the City determines that the use of temporary Employee does not or cannot comply with the intent of Article 8.8.2 of the Collective Agreement, the City agrees to discuss those circumstances with the Union to a mutually acceptable resolve.

LETTER OF UNDERSTANDING #10: METER READER RETENTION PAY PREMIUM & SEVERANCE PAY ALLOWANCE

WHEREAS the City is undertaking a Smart Meter Program that will replace current electric, water and gas meters in homes and businesses with more modern Smart meters, which will allow for automated meter reading, timelier billing, operational cost efficiencies and more detailed information related to consumption for customers;

AND WHEREAS the Smart Meter Program will take place in two phases – the Trial or Test Phase and the Full Implementation Phase;

AND WHEREAS the Full Implementation Phase will commence upon City Council's final approval of the implementation budget and approval to enter into the necessary contracts for ongoing Smart Meter Program system requirements (the "Effective Date");

AND WHEREAS the Full Implementation Phase will result in layoffs in the Meter Reader Workgroup in the City's Finance Department as the result of technological change;

NOW THEREFORE, the parties agree, without prejudice or without precedent to similar or identical matters, that the City will provide the following Retention Pay Premium and/or Severance Pay Allowance to Employees in the Meter Reader Workgroup impacted by technological change during the Full Implementation Phase of the Smart Meter Program.

Retention Pay Premium

In an effort to ensure continuity of staff in the Meter Reader Workgroup throughout the Full Implementation Phase of the Smart Meter Program, each active Employee that occupies a position in the Meter Reader Workgroup on December 31st of each calendar year (except in cases where an Employee is laid off part way through any calendar year) will be eligible to receive an annual lump-sum payment in January of each calendar year for service during the previous calendar year. Payments will be pro-rated based on actual hours worked in each calendar year and will be calculated as follows:

Payment Made	For Service Between	Incentive Premium
January of Year 2	The Effective Date and the end of Year 1	10% of Annual Base Salary
January of Year 3	The beginning of Year 2 and the end of Year 2	10% of Annual Base Salary
January of Year 4	The beginning of Year 3 and the end of Year 3	15% of Annual Base Salary
January of Year 5	The beginning of Year 4 and the end of Year 4	20% of Annual Base Salary

Severance Pay Allowance

Each Employee in the Meter Reader Workgroup who faces a layoff throughout the Full Implementation Phase of the Smart Meter Program will be eligible to receive a lump-sum severance allowance equivalent to two (2) weeks of regular pay for each year of continuous service with the City, to a maximum of fifty-two (52) weeks of pay.

Employees who elect to receive the severance allowance will forfeit all rights and entitlements under the collective agreement including, but not limited to, any right of recall. The Employee will be required to enter into a three party agreement, which will include a Release, with the City and the Union bringing about the termination of employment with the City.

Filling of Meter Reader Positions

As part of this agreement, the Union acknowledges and agrees that as Meter Reader I positions in the Meter Reader Workgroup become vacant after the Effective Date, they will be eliminated. If the City should determine that additional staff resources are required, the City will hire an external Contractor and/or external Contract Employees as required and those Employees will not be considered to be members of the bargaining unit and will not, in any way, come under the jurisdiction of the Union and/or the scope of the collective agreement. Further, the Union acknowledges and agrees that should the positions of Meter Reader Team Leader, Meter Reader II or Meter Data Clerk become vacant after the Effective Date, they will be filled from qualified candidates from within the Meter Reader Workgroup and will not be posted pursuant to Article 10 of the collective agreement.

THIS LETTER OF UNDERSTANDING WAS ORIGINALLY SIGNED ON JULY 4, 2012.

LETTER OF UNDERSTANDING #11: RETIREES

Notwithstanding the provisions set out in the Collective Agreement, the City and the Union agree that the following terms and conditions of employment shall apply to Employees who have retired from the City to a LAPP plan and who are re-hired as temporary Employees.

1. A re-employed Retiree will typically be used to fill a short-term temporary need (i.e. up to twelve (12) months) in a relief assignment or in a vacant permanent position that the City, at its sole discretion, determines to be difficult to fill. In the event that an extension or renewal of the term is necessary, an extension or renewal of up to an additional twelve (12) months may be arranged prior to the expiry of the original term. The Union will be notified in writing of any such extension or renewal.

2. A re-employed Retiree will not retain any previous seniority nor will a re-employed Retiree accrue seniority during the term of employment.

3. A re-employed Retiree will not be eligible to apply for, or be considered for, any other position within the bargaining unit during the term of temporary employment.

4. A re-employed Retiree will be paid at a classified rate in accordance with Article 18.

5. A re-employed Retiree's hours of work will be in accordance with Article 13. When overtime is required, the re-employed Retiree will be paid at overtime rates of pay for any hours worked in excess of the standard regular weekly hours of work.

6. A re-employed Retiree will be paid general holiday pay at four point six per cent (4.6%) of the classified rate of pay in each bi-weekly pay period.

7. A re-employed Retiree will be paid vacation pay at six per cent (6%) of the classified rate of pay in each bi-weekly pay period.

8. A re-employed Retiree will be eligible to participate in the City's group health and insurance benefit plans pursuant to the conditions outlined in Article 30 or the "Benefits for Temporary Employees" Letter of Understanding.

9. A re-employed Retiree will accrue sick leave at the rate of 0.0692 hours for each regular hour paid up to a maximum equivalent of ten (10) days.

10. Any terms or conditions of employment not specified above will be provided at the City's discretion and no other provision of the collective agreement shall apply. Should the terms of this letter and the terms of the collective agreement conflict with one another, the terms of this letter shall prevail.

LETTER OF UNDERSTANDING #12: GRADE 12

The City and the Union agree that where the City finds difficulty in recruiting suitable applicants, the City may hire an Employee that does not possess a Grade 12 diploma (or equivalent) but has adequate experience to perform the primary functions and responsibilities of the position.

The City and the Union further agree that the Employee would not be deemed to be qualified for any other position in the bargaining unit until he has obtained his Grade 12 diploma (or equivalent).

Each time the City finds the need to exercise this Letter of Understanding the City will approach the Union outlining the reasons for the request to bypass the Grade 12 diploma (or equivalent) requirement and the Union will not unreasonably deny these requests.

LETTER OF UNDERSTANDING #13: 911 PERMANENT PART-TIME COMMUNICATIONS OPERATORS HOURS OF REST

In order to facilitate the flexibility required in the Permanent Part-time 911 Communications Operator position, the parties to the Collective Agreement have agreed to amend the conditions of Article 15.3, and these individuals who work a combination of nine (9) and twelve (12) shifts as part of their regular schedule, shall be required a minimum of eight (8) hours of rest between scheduled shifts.

LETTER OF UNDERSTANDING #14: 911 PERMANENT OPERATIONS ASSISTANT HOURS OF WORK

The parties to the collective agreement agree as follows with respect to the hours of work for the position of 911 Operations Assistant:

1. The hours of work for the 911 Operations Assistant shall not be fixed with regard to time of day or day of week but shall average three hundred and twenty hours (320) over an eight (8) week shift. The City shall endeavour to provide a minimum of twenty-four (24) hours notice with respect to a change in an Employee's hours of work and/or days of work. Overtime shall apply if notice is less than twenty-four (24) hours.

2. The standard regular daily hours of work shall consist of a shift up to twelve (12) hours in length.

3. Overtime shall apply for all hours worked in excess of the regularly scheduled standard daily hours of work or for all hours worked in excess of three hundred and twenty hours (320) over an eight (8) week shift cycle.

4. Employees who are required to work a combination of shifts up to a twelve (12) hour shift as part of their regular schedule shall have a minimum of eight (8) hours of rest between scheduled shifts.

LETTER OF UNDERSTANDING #15: APPENDIX IV TRANSIT

The Union recognizes and acknowledges that the City needs flexibility in the hours of work and scheduled breaks, clarification in scheduling and relief assignments and clarification in vacation scheduling.

Therefore the City and the Union agree to meet within six months of ratification to discuss the overall operation of the Transit Services, including but not limited to, the need to control costs, streamline services, and the need for flexibility with respect to hours of work/scheduling.

LETTER OF UNDERSTANDING #16: CHRISTMAS EVE & NEW YEARS EVE CLOSURES

The parties to the Collective Agreement have agreed to the terms and conditions outlined below related to the closure of City facilities and/or operations on, or in-lieu of, Christmas Eve and New Year's Eve during the 2017, 2018 and 2019 calendar years.

1. For 2017, the Christmas Eve closure will occur on Friday, December 22, 2017 and the New Year's Eve closure will occur on Friday, December 29, 2017.

2. For 2018, the Christmas Eve closure will occur on Monday, December 24, 2018 and the New Year's Eve closure will occur on Monday, December 31, 2018.

3. For 2019, the Christmas Eve closure will occur on Tuesday, December 24, 2019 and the New Year's Eve closure will occur on Tuesday, December 31, 2019.

4. The City, at its sole discretion, shall determine which facilities and/or operations are required to remain open on the dates identified above so that the delivery of public services continues uninterrupted.

5. Any **regularly scheduled Employee** that works in a City facility and/or operation that the City determines is to be closed on the dates identified above will receive the regular pay he would have received had he been at work.

6. Any **regularly scheduled Employee** that works in a City facility and/or operation that the City determines must remain open on the dates identified above will take the equivalent time off in-lieu at straight time with the approval of his Supervisor by the end of the next calendar year, subject to operational requirements. If not taken by the end of the next calendar year, time off in-lieu shall be forfeited.

This letter of understanding expires at 11:59 p.m. on December 31, 2019 with the understanding that employees who are required to work on December 24, 2019 and/or December 31, 2019 may take corresponding time off in-lieu during the 2020 calendar year.

LETTER OF UNDERSTANDING #17: SERVICE PAY ELIMINATION

The parties to the Collective Agreement have agreed that, as of December 31, 2019, the current Service Pay premium will be eliminated and Article 27 will be considered to be deleted from the Collective Agreement.

LETTER OF UNDERSTANDING #18: 2019 WAGE RE-OPENER

The parties to the Collective Agreement agree, on a without prejudice basis, to meet no later than December 1, 2018 to review the 2019 wage settlements of the comparator group set out below (as reported by Alberta Labour's Collective Bargaining Information Services).

- City of Brooks & CUPE Local 1032
- City of Calgary & CUPE Local 37 and City of Calgary & CUPE Local 38 (an average of the two settlements)
- City of Camrose & CUPE Local 1425
- City of Cold Lake & AUPE Local 118/016
- City of Edmonton & CUPE Local 30 and City of Edmonton & CSU 52 (an average of the two settlements)
- City of Fort Saskatchewan & CUPE Local 30
- City of Grande Prairie & CUPE Local 787
- City of Lethbridge & CUPE Local 70
- City of Lloydminster & CUPE Local 1015
- City of Red Deer & CUPE Local 417
- City of Spruce Grove & IUOE Local 955
- City of St. Albert & CUPE Local 941
- Government of Alberta & AUPE (Master Agreement)
- Regional Municipality of Wood Buffalo & CUPE Local 1505 (Inside & Outside Workers)
- Strathcona County & AUPE Local 118/009
- Town of Canmore & CUPE Local 37
- Town of Stony Plain & IUOE Local 955

Should the average settlement of the above comparator group be 2.5% or more, all classifications in the bargaining unit will be adjusted by 2.5% effective January 1, 2019, instead of the 2% adjustment in Appendix I and Appendix II.

LETTER OF UNDERSTANDING #19: JOB EVALUATION REVIEW

The parties to the Collective Agreement recognize that the design of the current job evaluation tool may not be adequately addressing the needs of the City, the Union and/or Employees. The parties agree to establish a joint working group to review the design of the current tool and to make recommendations regarding the changes required to the design of the current tool.

The working group shall be formed upon ratification and shall meet monthly with the goal to have solutions in place by December 31, 2019.

LETTER OF UNDERSTANDING #20: COMMUNITY PEACE OFFICER PARTICIPATION IN THE MEDICINE HAT POLICE SERVICE FITNESS LIFESTYLE PROGRAM

The City and the Union agree that all Community Peace Officers are eligible for the "Encouragement and Recognition Award" portion of the Medicine Hat Police Service Fitness and Lifestyle Program as set out in Part 15, Chapter A of the Medicine Hat Police Service Policy Manual.

The Police Service reserves the right to amend the Fitness and Lifestyle Program at its sole discretion.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT
(the "City)

AND

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

RE: NGPR SEVERANCE PAY ALLOWANCE

WHEREAS in order to minimize the financial losses associated with the City's natural gas production, NGPR department is commencing an accelerated abandonment and reclamation of its uneconomic gas fields commencing the fall 2019. Unfortunately, this production shutdown will have a material impact on NGPR staffing levels over the next three years.

THEREFORE, the parties agree, without prejudice or without precedent to similar or identical matters, that the City will provide the following Severance Pay Allowance to employees in the NGPR department impacted by the production shutdown.

Severance Pay Allowance

Each employee in the NGPR department who faces a layoff throughout the production shutdown (November 2019 – December 31, 2022) will be eligible to receive a lump-sum severance allowance equivalent to one (1) week of regular pay for each year of continuous service with the City.

Employees who elect to receive the severance allowance will forfeit all rights and entitlements under the collective agreement including, but not limited to, any right of recall. The employee will be required to enter into a three party agreement, which will include a Release, with the City and the Union bringing about the termination of employment with the City.

Signed this 27 day of Nov 2019 Signed this 12 day of Nov 2019

[redacted]