

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

**LOCAL UNION 254, OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(ELECTRIC DISTRIBUTION)**

January 1, 2016 – December 31, 2019

TABLE OF CONTENTS

1.	TERM OF AGREEMENT	3
2.	DEFINITIONS	3
3.	DISCRIMINATION	4
4.	UNION RECOGNITION	5
5.	MANAGEMENT RIGHTS	5
6.	LABOUR/MANAGEMENT COMMITTEE	5
7.	SENIORITY	5
8.	CLASSIFICATIONS AND PAY	6
9.	VACANCIES AND NEW POSITIONS	6
10.	SENIOR WORK	7
11.	APPRENTICESHIP	7
12.	HIGH VOLTAGE WORK	7
13.	HOURS OF WORK	8
14.	OVERTIME	8
15.	CALLOUT	8
16.	STANDBY	9
17.	OVERTIME BANK	9
18.	GENERAL HOLIDAYS	9
19.	VACATIONS	10
20.	SERVICE PAY	11
21.	WORK AT HEIGHTS OF SIXTY-FIVE (65) FEET OR MORE	12
22.	PAY DAYS	12
23.	GROUP HEALTH AND INSURANCE COVERAGE	12
24.	DEATH AND DISABILITY COVERAGE	13
25.	LEAVE OF ABSENCE	15
26.	MATERNITY LEAVE	15
27.	PARENTAL LEAVE	16
28.	JURY DUTY	16
29.	SICK LEAVE	16
30.	MODIFIED WORK PROGRAM	18
31.	FAMILY SICK LEAVE	18
32.	WORKER'S COMPENSATION	18
33.	BEREAVEMENT LEAVE	18
34.	SAFETY EQUIPMENT AND SUPPLIES	19
35.	JOINT SAFETY COMMITTEE	19
36.	LAYOFF AND RECALL	20
37.	TERMINATION AND DISMISSAL	20
38.	GRIEVANCES	20

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF MEDICINE HAT
AND
LOCAL 254 OF
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(ELECTRIC DISTRIBUTION)

The terms and conditions contained herein shall be applicable to all employees covered by this Agreement employed by the City in the positions classified in Appendix I.

1. TERM OF AGREEMENT

- 1.1. This Agreement shall be in full force and effect as of January 1, 2016 and continue in effect until December 31, 2019 and from year to year thereafter except as hereinafter provided.
- 1.2. Either party desiring to amend this Agreement or to commence collective bargaining may do so in writing to the said party not later than sixty (60) days or not more than one hundred and twenty (120) days prior to the expiration date of this Agreement.
- 1.3. If notice to negotiate has been given by either party, this Agreement shall remain in full force and effect up to the date that the Union or the City commences a strike or lockout.
- 1.4. Upon expiration of this Agreement as stipulated above, both parties agree to make a sincere endeavor to arrive at a new Agreement through direct negotiations. Should such negotiations fail, both parties agree to comply with the provisions of the Alberta Labour Relations Code.
- 1.5. Representatives of the parties may agree to amend the Agreement provided that such amendments are subject to the respective ratification processes of the parties. Amendments to the Agreement shall be by letter of agreement or letter of understanding.

2. DEFINITIONS

- 2.1. Anniversary Date: shall mean the yearly date that is established by the commencement of the latest period of continuous employment.
- 2.2. City Grievance Committee: shall mean a committee including an appointed member of City Council, the Commissioner of the Division where the grievance was initiated and any one other Commissioner.
- 2.3. Continuous Employment: shall mean all periods of employment, including temporary and relief assignments, with the City. This may include periods of approved leaves of absence and more than one (1) period of employment, provided that no more than ninety (90) days elapsed between periods of employment.
- 2.4. Days: shall mean calendar days unless otherwise stipulated in this Agreement.

- 2.5. Employee: shall mean all employees of the City pursuant to Alberta Labour Relations Board Certificate No 1089-90.
- 2.5.1. Permanent Employee: shall mean an employee who has been permanently placed into a permanently established position.
- 2.5.2. Temporary Employee: shall mean an employee hired to assist in peak work periods, or to relieve for a permanent employee who is on an approved leave of absence and is subject to layoff at the completion of the assignment.
- 2.6. General Manager: shall mean the designated head of the Department.
- 2.7. 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.
- 2.8. 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 bypasses 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.
- 2.9. Pay: shall mean:
- 2.9.1. Basic Rate of Pay: shall mean the rate of pay assigned to the classifications in Appendix I and does not include any other allowances or premiums.
- 2.9.2. Regular Pay: shall mean the regular, re-occurring pattern of pay for an employee while working his regular hours of work, including allowances, general holiday pay, premiums, but does not include overtime.
- 2.10. Permanent Position: shall mean a position permanently established by the City.
- 2.11. Supervisor: shall mean the immediate non-union Supervisor to whom the employee reports unless otherwise specified.
- 2.12. The masculine gender as used herein shall also mean and include the feminine unless otherwise indicated in the context.
- 2.13. Words in the singular shall include the plural and words in the plural shall include the singular unless otherwise indicated in the context.

3. DISCRIMINATION

- 3.1. The City and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity or lack thereof in the Union.

4. UNION RECOGNITION

- 4.1. The City recognizes the Union as the sole bargaining agent of the employees covered by this Agreement, and agrees not to bargain collectively with any other labour organization affecting employees covered by this Agreement.
- 4.2. All employees shall as a condition of employment become a Union member and/or pay to the Union the equivalent of Union dues. Such dues shall be deducted bi-weekly from the employees' salary cheque commencing in the second (2nd) month of employment and submitted to the Union.
- 4.3. The Business Manager of the Union shall appoint a Shop Steward(s) to protect the jurisdiction and interests of the local Union and shall inform the City, in writing, of the names of employee(s) appointed. Shop Stewards shall be granted sufficient time to conduct the legitimate business of the Union with City representatives at no loss of regular pay.
- 4.4. A maximum of three (3) employees shall receive regular pay while attending collective agreement negotiation meetings if such meetings are held during working hours.

5. MANAGEMENT RIGHTS

- 5.1. Subject to the terms of this Agreement, the Union acknowledges the rights of the City to manage the business in which it is engaged, to direct the working forces, to hire, promote, transfer, discharge or otherwise discipline any employee for just cause.

6. LABOUR/MANAGEMENT COMMITTEE

- 6.1. The parties recognize the benefits of communicating with each other on a regular basis on matters of mutual concern. Therefore, a labour/management committee shall be established with representation from both parties. This committee shall develop a committee guidelines document that will deal with the specific details of the committee operations. The committee may amend this document as the need arises.

7. SENIORITY

- 7.1. Seniority within this Agreement shall be established as the date that the employee started in a permanent position within the bargaining unit.
 - 7.1.1. A temporary employee appointed to a permanent position shall have his seniority date pro-rated based on his accumulated regular hours paid between his continuous employment date and the date he was appointed to a permanent position.
- 7.2. When an employee accepts a position within the City outside of the bargaining unit, such employee shall be permitted to retain his seniority in the bargaining unit for a period not to exceed six (6) months from date of transfer.
- 7.3. Where an employee leaves the City's service, or is dismissed for cause and later re-engaged, his seniority shall date only from the time of his re-engagement.

8. CLASSIFICATIONS AND PAY

- 8.1. Basic rates of pay shall be as outlined in the Classifications and Pay Schedule in Appendix I.
- 8.2. In the event of a substantial change to a position, or a new position is created, an employee or his Supervisor may request a classification review.
 - 8.2.1. Requests shall be made in writing through the Supervisor to the General Manager.
 - 8.2.2. The request shall be examined by the appropriate Commissioner and the General Manager of Human Resources and their decision shall be final and binding and not subject to the grievance procedure.

9. VACANCIES AND NEW POSITIONS

- 9.1. When a vacancy occurs in a permanent position, or a new permanent position is created, such position shall be posted within three (3) months of the position becoming vacant.
 - 9.1.1. Should the City decide not to fill a vacant position, it shall notify the Union in writing.
 - 9.1.2. Positions shall be posted for a period of seven (7) days.
 - 9.1.3. No outside advertisement shall be placed until the applications of bargaining unit members have been reviewed. 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.
- 9.2. When evaluating each applicant, the City shall consider the qualifications, knowledge, ability, skill, training and experience 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.
- 9.3. All new employees shall serve a probationary period for the first one thousand (1000) regular hours paid to allow the City to determine the employee's suitability and ability for continued employment.
 - 9.3.1. A probationary period may be extended by the City up to an additional five hundred (500) regular hours paid.
- 9.4. When an employee is appointed to another position (including a position outside of the bargaining unit), he shall serve a trial period of up to one thousand (1000) regular hours paid to allow the City to determine his suitability for the position.
 - 9.4.1. At any time during the trial period the City may direct the employee to return, or the employee may elect to return, to his former position and corresponding rate of pay.
 - 9.4.2. Where other employees have been selected to fill vacancies resulting from an appointment and an employee returns to his former position during the trial period, all employees affected shall return to their former positions and corresponding rates of pay.

9.4.3. The trial period may be extended by mutual agreement between the City and the Union.

10. SENIOR WORK

- 10.1. Where an employee is appointed to an acting capacity to temporarily perform the duties of a position having a higher classification, such person shall receive the minimum basic rate of pay established for the acting position where his present basic rate of pay is less than the minimum for that position; or he shall receive a basic rate of pay at the next increment higher than the minimum but less than the maximum for the acting position, that will provide a basic rate of pay at least five percent (5%) higher than the employee's present basic rate of pay.
- 10.2. In the event a Foreman is absent from his duties, a temporary Foreman shall be assigned. A temporary Foreman shall only be appointed if he is supervising one (1) or more employees. If the temporary assignment is for four (4) hours or more, the temporary foreman shall receive the applicable basic rate of pay from the immediate time of appointment.

11. APPRENTICESHIP

- 11.1. The parties agree that an effective apprenticeship program depends on the orderly progression of apprentices to Journeyman status and are committed to working together to ensure employees taking on an apprenticeship opportunity are successful. When the City appoints an employee to an apprenticeship, each apprentice shall serve the prescribed period of apprenticeship for their trade and successfully complete all training programs and examinations before they are considered a Journeyman. Advancement in classification and basic rate of pay shall be contingent upon successful completion of each period of apprenticeship. In cases where the City considers an employee's progress in the apprenticeship program to be unsatisfactory, the apprentice may be subject to termination.
- 11.2. While attending technical training, an employee appointed to an apprenticeship shall receive his basic rate of pay less any training allowances available from any government sources or agency. In addition to his basic rate of pay, an employee required to attend technical training outside of the City of Medicine Hat shall receive financial assistance from the City to offset some of the costs of technical training, as follows:
- 11.2.1. A fifty-two dollar and fifty cent (\$52.50) per day living allowance for each day the employee is away from home in attendance at technical training; and,
- 11.2.2. A mileage reimbursement, at the current City reimbursement rate, for two round trips during each technical training period; and,
- 11.2.3. Reimbursement for tuition and the purchase of books.

12. HIGH VOLTAGE WORK

- 12.1. High voltage work shall consist of all work performed on wires carrying a potential seven hundred and fifty (750) volts or over (as specified in the Electrical Protection Act) between conductors or between conductors and ground.

- 12.2. There shall be at least two (2) Journeyman Power Linemen and/or Journeyman Power System Electricians working together on high voltage wires. In the case of trouble, however, one (1) Journeyman Power Lineman/Power System Electrician may be sent out alone to watch until another can be obtained. There shall be at least two (2) Journeyman Power Linemen/Power System Electricians with tools on all trucks through the period of dusk to dawn while performing live line work.

13. HOURS OF WORK

- 13.1. A regular work week shall consist of forty (40) hours; Monday to Friday inclusive, but may be changed by mutual agreement between the Union and the City.
- 13.2. A regular shift shall be eight (8) hours per day but may be changed by mutual agreement between the Union and the City.
- 13.3. Regular hours of work shall be scheduled between the hours of 7:00 a.m. and 4:00 p.m. Start and finish times may be changed by the City with thirty (30) days notice in advance of the anticipated change.
- 13.4. Employees shall receive a fifteen (15) minute paid break in the morning, a twenty (20) minute paid break for lunch and a fifteen (15) minute paid break in the afternoon.

14. OVERTIME

- 14.1. An employee required to work in excess of his regular shift, or on a scheduled day of rest, shall be paid two (2) times his basic rate of pay for each additional hour worked.
- 14.2. No employee shall be required to take time off in lieu of overtime pay.
- 14.3. A twenty (20) minute paid lunch break on site shall be allowed employees working overtime beyond their regular shift on a continuous basis. Such lunch break shall occur after two (2) hours of overtime worked. If an employee is called in to work overtime he shall receive a twenty (20) minute paid lunch break upon completion of each four (4) hours of overtime worked.

15. CALLOUT

- 15.1. An employee called out for work following his normal work day and after he has left the City work site shall be paid a minimum of two (2) hours at double time (2X), with the exception that an employee called in within one (1) hour of his regular start time shall be paid for actual time worked at overtime rates until his start time.
- 15.2. Call out pay shall not be construed to mean that the employee shall be paid for the same time twice. If an employee completes the initial call, and then is called back to work within the initial two (2) hours already paid at double (2x), the employee shall not receive additional pay for the remainder of the two (2) hour period.
- 15.3. An employee called out for work for a period of four (4) consecutive hours or more during the eight (8) hour period immediately prior to the start of his next regularly scheduled shift shall be provided eight (8) consecutive hours of rest and the affected regular hours of work shall be paid at straight time.

- 15.4. The City reserves the right for the Supervisor, at his discretion, to instruct any employee having worked excessive overtime hours during an emergency to absent himself during regular working hours for the purpose of resting. The employee shall be paid his regular wage rate for such hours.

16. STANDBY

- 16.1. When an employee is assigned to remain on standby, he must be able to respond immediately from within the service area and is to be paid at his basic rate of pay for fifteen (15) hours at straight time, for one (1) week's standby from Thursday at 8:00 a.m. to Thursday at 8:00 a.m. of the following week. An additional four (4) hours pay at straight time shall be paid for each general holiday that may occur in a standby period.
- 16.2. All qualified Journeyman Power Line Technicians shall be included in the standby rotation.
- 16.2.1. A Power Line Technician may trade his position in the standby rotation with another Power Line Technician with the prior approval of the Distribution Operations Superintendent.
- 16.2.2. Any employee in the Operations Foreman classification may choose to participate in the standby rotation on a voluntary basis. The decision of each individual Foreman must be made by December 1st of each year.

17. OVERTIME BANK

- 17.1. At the employee's option, the City shall deduct one hundred percent (100%) of overtime earned or standby pay at regular rates and shall credit the dollar amounts to the employee's overtime bank. The employee's overtime bank may have a maximum equivalent of eighty (80) hours at the end of the current weekly payroll reporting period.
- 17.1.1. Employees must apply to their Supervisor in writing to use banked overtime, with as much advance notice as possible.
- 17.1.2. The approval or denial of banked overtime by Supervisors shall be based solely on whether there are sufficient personnel to perform the work scheduled. The decision of the Supervisor is final and is not open to dispute or argument by the employee.
- 17.1.3. Any or all of an employee's Overtime Bank may be paid out at the employee's discretion.
- 17.1.4. Banked overtime shall be credited at the basic rate of pay in effect at the time of earning. When taken as time off, hours available shall be determined by dividing the banked dollar total by the current basic rate of pay.

18. GENERAL HOLIDAYS

- 18.1. The following shall be considered general holidays: New Year's Day, Family Day (as long as it is proclaimed by the Government of Alberta), Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

- 18.2. All permanent employees who are employed as of March 31st of each year shall be entitled to a floater holiday in lieu of Easter Monday to be taken at a time during the calendar year that is mutually agreeable between the employee and his Supervisor.
- 18.3. All "general" holidays proclaimed by the City of Medicine Hat, the Government of Alberta or the Government of Canada, shall also be observed, except where such "general" holidays are declared in lieu of the above named general holidays, in which case the lieu day only shall be observed in place of the named general holiday.
- 18.4. When such holiday(s) falls on a Saturday and/or a Sunday, the employees shall receive the next working day(s) off following the General Holiday in lieu of same.
- 18.5. Any employee working in a higher classification than his regular classification immediately prior to a general holiday shall be paid at the higher classification rate for the purposes of general holiday pay, providing he has been working in that higher classification for a least four (4) consecutive working days immediately preceding that holiday and for at least four (4) consecutive working days immediately following that holiday.
- 18.6. General Holiday Pay for temporary employees shall be paid at four point six percent (4.6%) of their basic rate of pay in each bi-weekly pay period. Temporary employees with more than twelve (12) months of continuous employment shall take and be paid for general holidays in the same manner as permanent employees.

19. VACATIONS

- 19.1. Each permanent employee, and each temporary employee with more than twelve (12) months of continuous employment, shall receive annual vacation with pay as follows:
 - 19.1.1. From commencement of continuous employment to his sixth (6th) anniversary date, the employee shall accumulate vacation at the rate of three (3) weeks per year or zero point zero five seven seven (0.0577) hours of entitlement for each regular hour paid.
 - 19.1.2. From his sixth (6th) to his thirteenth (13th) anniversary date, the employee shall accumulate vacation at the rate of four (4) weeks per year or zero point zero seven six nine (0.0769) hours of entitlement for each regular hour paid.
 - 19.1.3. From his thirteenth (13th) to his twenty-second (22nd) anniversary date, the employee shall accumulate vacation at the rate of five (5) weeks per year or zero point zero nine six two (0.0962) hours of entitlement for each regular hour paid.
 - 19.1.4. From his twenty-second (22nd) anniversary date onward, the employee shall accumulate vacation at the rate of six (6) weeks per year or zero point one one five (0.115) hours of entitlement for each regular hour paid.
- 19.2. Each employee must utilize vacation such that, as of December 31st of each year he does not have more than his annual vacation entitlement accumulated in his vacation bank.
- 19.3. When a general holiday falls within an employee's vacation period, it shall be observed as a general holiday and not as vacation for that day.

- 19.4. To ensure a consistent level of customer service and that vacations do not compromise the smooth and efficient completion of scheduled projects, the vacation scheduling procedure shall be as follows:
- 19.4.1. The approval, or denial, of vacations by Supervisors shall be based solely on whether there are sufficient personnel to perform the work scheduled.
 - 19.4.2. The decision of the Supervisor is final and is not open to dispute or argument by the employee.
 - 19.4.3. Vacation requests must be submitted, in writing, by May 15th for the period June 1st of the current year to May 31st of the following year. The approved schedule shall be posted by June 1st. When more employees in a classification request their vacation at the same time than can be accommodated, the employee(s) with the most seniority shall be given preference.
 - 19.4.4. Any vacation requests made after May 15th, or requested changes to the June 1st posted vacation schedule, must be made in writing to his Supervisor, with as much advance notice as possible, and shall be allocated on a first come first served basis.
 - 19.4.5. No employee shall take more than three (3) consecutive weeks of holidays during the months of July and August unless approved by his Supervisor.
- 19.5. Each temporary employee who has not yet accumulated twelve (12) months of continuous employment shall be paid vacation pay calculated at four percent (4%) of his basic rate of pay multiplied by his regularly scheduled hours paid in each bi-weekly pay period.

20. SERVICE PAY

- 20.1. Service Pay shall accumulate for all employees as follows:
- 20.1.1. From the fifteenth (15th) anniversary date to the twentieth (20th) anniversary date - \$200 (two hundred dollars) per year.
 - 20.1.2. From the twentieth (20th) anniversary date to the twenty-fifth (25th) anniversary date - \$225 (two hundred and twenty-five dollars) per year.
 - 20.1.3. From the twenty-fifth (25th) anniversary date onward - \$275 (two hundred and seventy-five dollars) per year.
- 20.2. Employees shall be paid out their accumulated service pay on the first pay day in April in any one year if they had reached their twentieth (20th) anniversary date, or any of the five (5) year increments thereafter, during the period of April 1st of the previous year and March 31st of the current year.
- 20.3. All employees shall be paid out any accumulated service pay, prorated up to the next full month, when they terminate employment with the City.

21. WORK AT HEIGHTS OF SIXTY-FIVE (65) FEET OR MORE

- 21.1. Employees climbing poles, timbers, bridges, towers or fixtures of an elevation of sixty-five (65) feet or more from the point where such timbers bridges, towers or fixtures rests upon, is affixed to, or is inserted in the ground, shall be paid at double (2X) the basic rate while engaged upon such work. The minimum pay for performing the work shall be one (1) hour at the above rate.

22. PAY DAYS

- 22.1. Employees shall be paid bi-weekly for the period covering the fourteen (14) day period from Thursday to Wednesday inclusive.
- 22.2. Pay cheques shall be deposited by direct deposit bi-weekly on Thursday morning of the following week to the financial institution of individual employees' choice.
- 22.3. The City may delay a pay day by one (1) day for a specific pay period by giving three (3) months notice to the Union and the employees.

23. GROUP HEALTH AND INSURANCE COVERAGE

- 23.1. The City agrees to maintain group Health and insurance plans as listed below, subject to various conditions and cost sharing as indicated.
- 23.1.1. Extended Health Care: All permanent employees and temporary employees with twelve (12) months of continuous employment with the City, and their dependents shall be eligible to participate. The City shall pay one hundred percent (100%) of the required premium. The plan shall pay ninety percent (90%) of prescription drugs plus provide vision care.
- 23.1.2. Dental Plan: All permanent employees and temporary employees with eighteen (18) months of continuous employment with the City, and their dependents shall be eligible to participate. The City shall pay one hundred percent (100%) of the required premium. The plan shall pay one hundred percent (100%) of basic services, eighty percent (80%) of periodontics, fifty percent (50%) of extensive dentistry and fifty percent (50%) of orthodontics work.
- 23.1.3. Employee Assistance Program: All permanent employees shall participate in a plan. The City shall pay twenty percent (20%) and the employee eighty percent (80%) of the required premium.
- 23.1.4. Life Insurance: All permanent employees and temporary employees with eighteen (18) months of continuous employment with the City shall be eligible to participate. The City shall pay one hundred percent (100%) of the required premium. The plan shall provide life insurance benefits in the amount of two (2) times annual salary with a minimum coverage of ten thousand dollars (\$10,000.00) for any employee plus accidental death and dismemberment and dependent life insurance coverage.
- 23.1.5. Long Term Disability Insurance: All permanent employees and temporary employees with eighteen (18) months of continuous employment with the City shall participate in the Long Term Disability Group Plan. The premiums shall be paid one hundred percent (100%) by the employee.

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 premiums to ensure continuation of all group health and insurance benefits which the employee carried at the time of commencement of long-term disability, subject to the terms of individual group policies. If the employee has not returned to work after the six (6) month period from the commencement of long-term disability, he shall be required to pay the full premium (both the City and the employee share) for those group health and insurance benefits he chooses to participate in.

- 23.1.6. Pension Plan: All permanent employees shall be enrolled into the Local Authorities Pension Plan. Temporary employees with eighteen (18) months of continuous employment with the City shall have the option of enrolling into the plan.
- 23.2. For the purposes of Article 23.1, continuous employment shall mean any period(s) of employment with the City, including any outside of the bargaining unit, without a break in service of thirty (30) days or more.
- 23.3. Where, at the time of appointment, it is anticipated that a temporary employee will be employed for a period greater than twelve (12) continuous months then the employee shall be entitled to enroll in the extended health care plan and dental plan immediately.
- 23.4. Where, at the time of appointment, it is anticipated that a temporary employee will be employed for a period greater than eighteen (18) continuous months then the employee shall be entitled to enroll in all benefits immediately.
- 23.5. Participation in, or withdrawal from, the various group plans as described above shall be subject to the terms and conditions as set out by the third party carriers for the various insurance, benefit, and pension plans.
- 23.6. Any changes in the present coverage which would in any way lessen the present benefits shall first be ratified by the Union, unless changes are beyond the control of the City.
- 23.7. Notwithstanding the above, it is agreed that changes to the present group health and insurance plans pertaining to benefits may be made, subject to further negotiations and mutual acceptance by the City and the Union during the life of this Agreement.
- 23.8. The Union shall appoint two members to a Health and Insurance Committee who shall meet with the City at least twice a year. The purpose of this Committee is to gather input from the membership and to create an avenue to communicate concerns and suggest changes from the Union membership to City Management in regards to the group health and insurance benefits. Representation from the Union on the Group Benefits Team shall come directly from the Health and Insurance Committee.

24. DEATH AND DISABILITY COVERAGE

- 24.1. If an employee is killed while performing duties related to his employment and as a result of hazards such as, but not necessarily limited to electrocution, electrical fire, free fall, asphyxiation, explosion, collapse/cave in, falling equipment, or vehicular impact while performing duties at a job site, his widow shall be paid the full pay which such employee would have been paid under this, and subsequent Agreements had he not been killed, such payment to continue until such time the widow remarries or enters into a common-law relationship as defined in Worker's Compensation Act, or until the deceased would

have been entitled to full pension retirement had he not been killed, whichever date shall first occur.

24.1.1. If such employee is survived by dependent children, and his widow dies, remarries, or enters into a common-law relationship as defined in the Worker's Compensation Act, the City shall pay a portion of the employee's salary which would have been paid under this and subsequent Agreements had he not been killed for the benefit of such dependent children up to a maximum of sixty-five percent (65%) of the deceased employee's salary (twenty percent (20%) for the benefit of the first dependent child and fifteen percent (15%) for each dependent child thereafter) up to the said maximum of sixty-five percent (65%) of the deceased employee's salary. Such payment to be paid until such time as the recipient dependent child ceases to be in full time attendance at an accredited educational institute, or attains the age of twenty-five (25) years, whichever first occurs.

24.1.2. The dependent child benefit shall be paid directly to the dependent child upon reaching the age of eighteen (18) years.

24.1.3. It is further agreed that any Worker's Compensation Pension or other pension annuity not personally contracted for by the deceased or his widow or family, that is paid by reason of the employee's death, shall, upon being paid, be paid or assigned to the City.

24.2. If an employee is permanently disabled while performing duties related to his employment and as a result of hazards such as, but not necessarily limited to electrocution, electrical fire, free fall, asphyxiation, explosion, collapse/cave in, falling equipment, or vehicular impact while performing duties at a job site, and can no longer be employed in his pre-disability occupation, he shall be paid his full pay under the terms of this and subsequent Agreements as if his employment had not terminated until such time as the employee would be entitled to full pension retirement. However, if an employee can be gainfully employed and if his remuneration there from is less than he would be entitled to receive under this and subsequent Agreements, such amount together with any Worker's Compensation Pension or other pension or annuity that has not been personally contracted for by the employee or his family, shall be paid, assigned or delivered to the City. If such disabled employee can be gainfully employed and receives remuneration that is in excess of what he would be entitled to be paid under this and subsequent Agreements, the responsibility of the City under this clause shall cease.

24.3. The amount of "full pay" referred to in Articles 24.1 and 24.2 shall be determined by the parties to this Agreement, and in making that determination, the regular pay plus overtime and on-call of the employee involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax according to the employee's exemptions or, in the case of a deceased employee, according to his widow's exemptions, and such other deductions as the parties may determine.

24.4. The term "full pension retirement" referred to in Articles 24.1 and 24.2 shall mean where an employee is entitled to receive a pension by obtaining the eighty-five (85) factor or at age sixty-five (65) whichever comes first.

25. LEAVE OF ABSENCE

- 25.1. Any employee desiring a leave of absence must apply to the General Manager in writing through his Supervisor. Should his application be refused, he shall have the right to appeal to the City Grievance Committee through the proper officials of his Union. The decision of the City Grievance Committee shall be final and shall be communicated to the Union in writing.
- 25.2. When it is necessary for an employee to make application for leave of absence to perform duties of any office in his local Union or of the parent Union, such request shall have priority over all other applications. The application must be made in writing through the Union to the General Manager and if refused by him, then to the City Grievance Committee. The City agrees, if at all possible to grant the request. The decision of the City Grievance Committee shall be final and shall be communicated to the Union in writing. During the absence of any employee on special work of this nature, such employee shall retain his seniority.
- 25.3. Any employee who is appointed 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 a leave of absence and his regular pay shall carry on in the usual manner. The Union shall be billed the amount of pay so received by the employee for his leave of absence and such fringe benefit costs (prorated) as may be appropriate. Payment shall be made by the Union upon receipt of such billing. No more than two (2) employees shall be allowed away at any one time. The Union shall, whenever possible, give the City at least sixty (60) days notice of any requested leave.
- 25.4. A leave of absence granted for any other reasons shall be without pay; and for leave of absence for any period in excess of two (2) weeks, sickness allowance, vacation and seniority shall be suspended. In addition, the employee shall be required to pay to the City the full amount of premiums for all group health and insurance benefits, which the employee carried at the commencement of the leave of absence, including both the City and the employee shares. If the employee does not wish to retain all benefits and submit the full premiums in advance, the only alternative available shall be to cancel all coverage during this period of leave.
- 25.5. Where an employee overstays his leave of absence without permission from the General Manager, he shall automatically forfeit his position with the City.

26. MATERNITY LEAVE

- 26.1. Maternity leave shall be provided to eligible employees as outlined in the Alberta Employment Standards Code and shall not normally exceed fifteen (15) weeks following the date of delivery unless extended on the advice of the employee's physician.
- 26.2. 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.
- 26.3. During the health-related portion of maternity leave, an employee in receipt of maternity leave benefits shall, upon application supported by proper medical documentation, be paid by the City the difference between her regular pay and her Employment Insurance benefits so that the two combined equal ninety-five percent (95%) of her regular pay. The employee shall be entitled to wage top-up equal to the amount of sick days in her sick 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.

- 26.4. 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 maternity leave. Upon return to employment, the employee shall be fully enrolled in the previously held group health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 26.5. Employees returning from maternity leave shall, in normal circumstances, be reinstated in the same position and rate of pay as was in effect at the commencement of maternity leave. Upon return to employment, sick leave, vacation entitlement, and seniority shall accumulate during the period of maternity leave.

27. PARENTAL LEAVE

- 27.1. Parental leave shall be provided to eligible employees as outlined in the Alberta Employment Standards Code.
- 27.2. During the period of parental leave, the employee shall be required to pay the full premium (both the City and employee share) for those group 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 parental leave. Upon return to employment, the employee shall be fully enrolled in the previously held group health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 27.3. Upon return to employment, the employee shall be reinstated to the classification occupied 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.

28. JURY DUTY

- 28.1. Where an employee is subpoenaed as a witness in a case in which the City has an interest; or for jury duty; or as a crown witness; he shall not suffer any loss of regular pay while so serving. However, he shall turn over to the City the amount of witness fees less expenses.

29. SICK LEAVE

- 29.1. 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 non-occupational illness and/or injury. Each permanent employee, and temporary employees with two thousand (2,000) regular hours paid with the City, shall accumulate sick leave at the rate of 0.0692 hours for each regular hour paid to a maximum of sixteen hundred (1600) hours.

- 29.1.1. Where, at the time of appointment, it is anticipated that a temporary employee will be employed for a period greater than twelve (12) continuous months then the employee shall begin to accrue sick leave from the date of appointment.
 - 29.1.2. In situations where a permanent employee returns to work from short-term or long-term disability and he has not accrued sick time, the City agrees to provide the employee with a one (1) year advance of sick leave accrual. Further sick leave accrual shall commence after one (1) year has passed from the date of the employee's return to work.
- 29.2. When an employee is unable to perform the duties of his position or is unable to perform modified work, he shall receive sick leave at his basic rate of pay provided 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.
- 29.2.1. When an employee is making a request 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. The City shall cover associated costs.
 - 29.2.2. 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 pay is being made. Where possible, and employee must be advised in writing prior to, or at the time of, making request for sick leave.
 - 29.2.3. 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 basic rate of pay from the short-term disability plan from the thirty-first (31st) day of disability or the day 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 benefits.
 - 29.2.3.1. If an employee does not have sufficient accumulate 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 group health and insurance benefits shall remain in effect for the duration of the leave.
 - 29.2.3.2. 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 (30) 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.
- 29.3. Employees in receipt of sick leave and/or short-term disability must apply for long-term disability prior to the expiration of the long-term disability plan elimination period.
- 29.4. Employees in receipt of long-term disability benefits shall not be eligible to claim for paid sick leave during the period for which they receive payment under the long-term disability plan.

30. MODIFIED WORK PROGRAM

30.1. It is to the benefit of all who are employed by the City to support modified work programs for employees who are sick, injured or disabled. Therefore, the parties agree that the City shall endeavor to provide alternate or modified work for employees who are sick, injured, or disabled and that there shall be no reduction in regular earnings of any other employees as a result of any modified or alternate work program and no permanent employee shall be subject to layoff as a result of this work program. It is further understood that this program is applicable to members and positions of this bargaining unit only.

31. FAMILY SICK LEAVE

31.1. An employee shall be eligible to apply for Family Sick Leave of up to a maximum of forty (40) hours 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.

31.1.1. Family member shall include the employee's current spouse, child, step-child, parent, step-parent or grand-parent.

32. WORKER'S COMPENSATION

32.1. If any permanent employee is injured under conditions which entitle him to compensation under the Worker's Compensation Act, such employee shall be paid at the regular rate for which he was paid before such injury, for two (2) pay periods, provided that he assigns to the City, and causes to be paid and the City receives all benefits received by him from the Worker's Compensation Board. If the employee continues on compensation for more than two (2) pay periods, then the employee shall receive ninety percent (90%) of earnings for the balance of compensation on that claim.

32.2. In such cases, the City reserves the right to terminate at any time at their discretion the benefits received under this clause. Where an employee feels that he has been unjustly terminated from benefits received, he may take his grievance to the Grievance Procedure.

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

32.3.1. Where, at the time of appointment, it is anticipated that a temporary employee will be employed for a period greater than twelve (12) continuous months then the employee shall be eligible to receive pay as outlined in Article 32.1.

33. BEREAVEMENT LEAVE

33.1. Bereavement leave with regular pay, of up to and including three (3) working days, shall be granted upon request, to all employees in the event of the death of a member of the employee's immediate family.

33.1.1. Immediate family shall include the employee's current spouse, child, step-child, spouse of child, parent, step-parent, sibling, spouse of sibling, grandson,

granddaughter, grandparent, ward, or a relative who is a member of the employee's household as well as the employee's current spouse's parent, sibling, or grandparent.

- 33.1.2. Spouse shall also include any common law relationship greater than one (1) year and is on record with the Human Resources Department of the City.
- 33.2. Bereavement leave with regular pay shall be extended by an additional two (2) working days, upon request, if the employee is required to travel in excess of four hundred and fifty (450) kilometers one way from his residence in order to attend the funeral of an immediate family member.
- 33.3. Employees shall be allowed time off without pay to attend the funeral of anyone not listed in Article 33.1.
- 33.4. Unless otherwise approved by the Supervisor at the time of death, bereavement leave must be taken within fourteen (14) days from the date of the death.
- 33.5. When an employee qualifies for bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence.

34. SAFETY EQUIPMENT AND SUPPLIES

- 34.1. Where required by the applicable provincial safety legislation or where working conditions warrant the wearing of protective clothing and/or footwear and the use of protective tools and equipment, the City shall provide protective clothing, footwear allowance, tools and/or equipment as follows:
 - 34.1.1. Costs for the purchase or repair of approved safety footwear shall be reimbursed, upon presentation of a receipt, up to a maximum of two hundred and fifty-five dollars (\$250.00) per year. In the event an employee does not use his full reimbursement in any one year, he may carry the remaining portion into the next year to a maximum of five hundred dollars (\$500.00).
 - 34.1.2. Temporary employees hired by the City in the Utility Helper classification shall be provided, upon initial employment with the City and presentation of a receipt, with a maximum reimbursement of seventy-five dollars (\$75.00), and an additional seventy-five dollars (\$75.00) thereafter on June 1st in each subsequent year that the employee is recalled and is actively working.
 - 34.1.3. Approved fire resistant outerwear shall be provided and cleaned by the City, where required. Outerwear shall be replaced when it is damaged or worn beyond repair.
 - 34.1.4. The tools and equipment as laid out in the established tool lists, or in the applicable provincial safety legislation, shall be provided by the City.

35. JOINT SAFETY COMMITTEE

- 35.1. A joint health and safety committee shall be established and shall meet as needed for the purposes of jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices in the workplace.

36. LAYOFF AND RECALL

- 36.1. When layoffs are necessary, permanent employees shall be retained on the basis of seniority, qualifications and ability for the work available. When qualifications and ability are equal, seniority shall prevail. Permanent employees laid off shall be given two (2) weeks notice in writing or two (2) weeks regular pay in lieu of notice. Employees laid off shall submit their current address and telephone number to the Human Resources Department.
- 36.2. Permanent employees laid off for reasons of reduction in staff shall be recalled upon the basis of seniority, qualifications and ability for the work available. When qualifications and ability are equal, seniority shall prevail. Employees subject to recall shall be notified by registered letter, forwarded to the last known address. An employee so notified shall advise the Human Resources Department in writing of his intentions. If he does not report to work within five (5) working days of receipt of the letter, his services shall be regarded as terminated. The services of any employee who has not been recalled within twelve (12) months shall be regarded as terminated.

37. TERMINATION AND DISMISSAL

- 37.1. Except for cause, a permanent employee when relieved of his position shall receive two (2) weeks notice or two (2) weeks regular pay in lieu thereof.
- 37.2. Subject to such variations as may be arranged with his Supervisor, every employee shall give two (2) weeks notice of his wish to sever his employment.
- 37.3. Any employee wishing to appeal against his dismissal must do so through the proper officials of the Union and notice of such appeal must be in the hands of the City Grievance Committee not later than fifteen (15) days from the date of his dismissal.
- 37.4. Notwithstanding the above stated time limits, dismissals shall come under the grievance procedure contained in this Agreement commencing at the third (3rd) step and all other conditions of the grievance procedure including arbitration shall apply.

38. GRIEVANCES

- 38.1. Should a dispute arise between the parties to or persons bound by this agreement as to the interpretation, application, operation or contravention or alleged contravention of this agreement, the parties agree to settle the dispute through the grievance procedure as set out herein:
 - 38.1.1. Step 1: A meeting of the parties shall be held within ten (10) days of the filing of the grievance with his Supervisor to share information, to discuss and clarify the issue(s)/facts and to clarify the remedy sought by the grievor. The Supervisor shall communicate his decision 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.
 - 38.1.2. Step 2: A meeting of the parties shall be held within fourteen (14) days to present the grievance to the 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.

38.1.3. Step 3: A meeting of the parties shall be held within (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 (30) days of the City Grievance Committee's decision.

38.1.4. Step 4: An Arbitration Board shall be established to hear the grievance as follows:

38.1.4.1. The City and the Union shall each appoint one (1) member to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a chairman, but failing to agree on a selection, they shall request the Director of Mediation Services for the Province of Alberta to select a chairman.

38.1.4.2. The Board's decision shall be final and binding on both parties.

38.1.4.3. Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board. The expense, if any, of the chairman of the Arbitration Board shall be shared equally between the parties.

38.1.4.4. The parties may mutually agree to a single arbitrator to hear the grievance. The single arbitrator must be acceptable to both parties.

38.2. No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the employee more than thirty (30) days prior to the first filing of the grievance.

38.3. Longer periods of time for consideration of grievances may be given at any step in the procedure, or any step may be by-passed if mutually agreeable.

38.4. An employee who has filed a grievance has the right to attend any or all steps of the grievance procedure.

Signed this ____ day of _____, Signed this ____ day of _____,
2017 on behalf of the City of Medicine Hat, 2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

APPENDIX I
CLASSIFICATION AND PAY SCHEDULE

	January 1, 2016					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Foreman	58.20					
System Operator	55.55	58.20				
Journeyman Power Line Technician	30.16	32.67	37.70	42.72	50.26	52.91
Groundman Operator	26.19	29.94	33.68	37.42		
Utility Helper	23.22	24.97				
Stations Foreman	58.20					
Journeyman Power Systems Electrician	30.16	32.67	37.70	42.72	50.26	52.91
Metering Foreman	58.20					
Journeyman Electrician (Metering)	28.73	31.12	35.91	40.70	47.87	50.40
Operations Assistant	29.86	32.29	34.72			
Electrical Technologist	35.56	39.38	43.21	47.04	50.87	54.69
Technical Assistant - Engineering	38.49	41.62	44.75			
Technical Assistant - Work Management	40.59	43.64				
GIS Analyst	35.56	39.38	43.21	47.04	50.87	54.69
Data Analyst	35.56	39.38	43.21	47.04	50.87	54.69
Journeyman Electronic Communications Technician	28.73	31.12	35.91	40.70	47.87	50.40
Journeyman Electrician (Facilities)	28.73	31.12	35.91	40.70	47.87	50.40
	January 1, 2017					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Foreman	58.20					
System Operator	55.55	58.20				
Journeyman Power Line Technician	30.16	32.67	37.70	42.72	50.26	52.91
Groundman Operator	26.19	29.94	33.68	37.42		
Utility Helper	23.22	24.97				
Stations Foreman	58.20					
Journeyman Power Systems Electrician	30.16	32.67	37.70	42.72	50.26	52.91
Metering Foreman	58.20					
Journeyman Electrician (Metering)	28.73	31.12	35.91	40.70	47.87	50.40
Operations Assistant	29.86	32.29	34.72			
Electrical Technologist	35.56	39.38	43.21	47.04	50.87	54.69
Technical Assistant - Engineering	38.49	41.62	44.75			
Technical Assistant - Work Management	40.59	43.64				
GIS Analyst	35.56	39.38	43.21	47.04	50.87	54.69
Data Analyst	35.56	39.38	43.21	47.04	50.87	54.69
Journeyman Electronic Communications Technician	28.73	31.12	35.91	40.70	47.87	50.40
Journeyman Electrician (Facilities)	28.73	31.12	35.91	40.70	47.87	50.40

	January 1, 2018					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Foreman	59.36					
System Operator	56.67	59.36				
Journeyman Power Line Technician	30.76	33.32	38.45	43.58	51.27	53.97
Groundman Operator	26.72	30.53	34.35	38.17		
Utility Helper	23.69	25.47				
Stations Foreman	59.36					
Journeyman Power Systems Electrician	30.76	33.32	38.45	43.58	51.27	53.97
Metering Foreman	59.36					
Journeyman Electrician (Metering)	29.30	31.74	36.62	41.50	48.83	51.41
Operations Assistant	30.46	32.94	35.41			
Electrical Technologist	36.26	40.16	44.07	47.97	51.88	55.78
Technical Assistant - Engineering	39.25	42.45	45.65			
Technical Assistant - Work Management	41.40	44.51				
GIS Analyst	36.26	40.16	44.07	47.97	51.88	55.78
Data Analyst	36.26	40.16	44.07	47.97	51.88	55.78
Journeyman Electronic Communications Technician	29.30	31.74	36.62	41.50	48.83	51.41
Journeyman Electrician (Facilities)	29.30	31.74	36.62	41.50	48.83	51.41
	January 1, 2019					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Foreman	60.55					
System Operator	57.80	60.55				
Journeyman Power Line Technician	31.37	33.99	39.22	44.45	52.29	55.05
Groundman Operator	27.25	31.15	35.04	38.93		
Utility Helper	24.16	25.98				
Stations Foreman	60.55					
Journeyman Power Systems Electrician	31.37	33.99	39.22	44.45	52.29	55.05
Metering Foreman	60.55					
Journeyman Electrician (Metering)	29.88	32.37	37.35	42.33	49.80	52.44
Operations Assistant	31.07	33.59	36.12			
Electrical Technologist	36.98	40.97	44.95	48.93	52.92	56.90
Technical Assistant - Engineering	40.04	43.30	46.56			
Technical Assistant - Work Management	42.22	45.40				
GIS Analyst	36.98	40.97	44.95	48.93	52.92	56.90
Data Analyst	36.98	40.97	44.95	48.93	52.92	56.90
Journeyman Electronic Communications Technician	29.88	32.37	37.35	42.33	49.80	52.44
Journeyman Electrician (Facilities)	29.88	32.37	37.35	42.33	49.80	52.44

APPENDIX I
CLASSIFICATION AND PAY SCHEDULE

Electrical Technologist/GIS Analyst/Data Analyst

- Step 1 The step 1 rate of pay is the start rate and is calculated at 65% of the job rate. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 2 The step 2 rate of pay is calculated at 72% of the job rate. Progression to the step 3 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 2 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 3 The step 3 rate of pay is calculated at 79% of the job rate. Progression to the step 4 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 3 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 4 The step 4 rate of pay is calculated at 86% of the job rate. Progression to the step 5 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 4 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 5 The step 5 rate of pay is calculated at 93% of the job rate. Progression to the step 6 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 5 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 6 Job rate.

Groundman Operator

- Step 1 The step 1 rate of pay is the start rate and is calculated at 70% of the job rate. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 2 The step 2 rate of pay is calculated at 80% of the job rate. Progression to the step 3 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 2 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 3 The step 3 rate of pay is calculated at 90% of the job rate. Progression to the step 4 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 3 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 4 Job rate.

Journeyman

- Step 1 The step 1 rate of pay is calculated at 60% of the step 5 rate and is applicable to first year apprentices. Progression to the step 2 rate of pay shall be based on satisfactory performance, hours worked as prescribed by Alberta Apprenticeship & Industry Training and completion of first period technical training.
- Step 2 The step 2 rate of pay is calculated at 65% of the step 5 rate and is applicable to second year apprentices. Progression to the step 3 rate of pay shall be based on satisfactory performance, hours worked as prescribed by Alberta Apprenticeship & Industry Training and completion of second period technical training.
- Step 3 The step 3 rate of pay is calculated at 75% of the step 5 rate and is applicable to third year apprentices. Progression to the step 4 rate of pay shall be based on satisfactory performance, hours worked as prescribed by Alberta Apprenticeship & Industry Training and completion of third period technical training.
- Step 4 The step 4 rate of pay is calculated at 85% of the step 5 rate and is applicable to fourth year apprentices. Progression to the step 5 rate of pay shall be based on satisfactory performance, hours worked as prescribed by Alberta Apprenticeship & Industry Training, completion of fourth period technical training and successful completion of provincial Journeyman examinations.
- Step 5 The step 5 rate of pay is the Journeyman start rate and is calculated at 95% of the job rate. Progression to the step 6 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 5 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 6 Job rate.

System Operator

Step 1 The step 1 rate of pay is the start rate and is calculated at 105% of the Journeyman Power Line Technician step 6 rate of pay. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at the step 1 rate of pay and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 2 Job rate.

Technical Assistant – Engineering

Step 1 The step 1 rate of pay is the start rate and is calculated at 86% of the job rate. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 3120 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 2 The step 2 rate of pay is calculated at 93% of the job rate. Progression to the step 3 rate of pay shall be based on satisfactory performance, completion of 3120 regular hours paid at step 2 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 3 Job rate.

Technical Assistant – Work Management

Step 1 The step 1 rate of pay is the start rate and is calculated at 93% of the job rate. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 2 Job rate.

Operations Assistant

Step 1 The step 1 rate of pay is the start rate and is calculated at 86% of the job rate. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 2 The step 2 rate of pay is calculated at 93% of the job rate. Progression to the step 3 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 2 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 3 Job rate.

Utility Helper

Step 1 The step 1 rate of pay is the start rate and is calculated at 93% of the job rate. This rate shall be applied to temporary employees working in this classification. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 1 and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.

Step 2 Job rate.

NOTE APPLYING TO ALL CLASSIFICATIONS

When hiring externally to fill any vacancy in any classification in Appendix I, the City reserves the right to place an incumbent at a step in the wage schedule commensurate with the incumbent's qualifications and experience.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: SEVERANCE PAY

A permanent employee whose employment with the City is terminated under Article 36.1 of this Agreement shall be entitled to receive severance pay subject to the following:

1. Severance pay shall include two (2) weeks of regular pay plus:
 - 1.1. An employee with less than five (5) years of continuous employment with the City shall receive one (2) weeks of regular pay at his classified rate at the time of termination for each full year of continuous service to a maximum of five (5) weeks.
 - 1.2. An employee with more than five (5) years of continuous employment with the City shall receive two and one-half (2.5) weeks of regular pay at his classified rate at the time of termination for each full year of continuous service to a maximum of fifty-two (52) weeks.
2. Partial years of continuous employment shall be calculated on a pro-rated basis.
3. An employee who accepts severance shall forfeit all rights provided for under the terms of the Collective Agreement including his recall rights under Article 36.2.
4. Prior to providing severance pay, the City shall require a signed release from the affected employee and the Union.

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

Signed this _____ day of _____,
2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: COMPRESSED WORK WEEK

The City and the Union agree that compressed work-week schedules that modify the shift schedule and/or the regular hours of work defined in Article 13 of the collective agreement may be implemented when operationally practical and provided that such schedules do not compromise internal or external customer service.

Changes to established compressed work week schedules, or the implementation of any new compressed work week schedules, will be subject to mutual agreement between the City and the Union.

If either party to this agreement decides to revert to the regular shift schedule and/or regular hours of work defined in Article 13 of the collective agreement, it shall serve the other party with notice of its' intent to do so, in writing, at least thirty (30) days in advance of the anticipated change.

Signed this _____ day of _____, 2017 on behalf of the City of Medicine Hat, Signed this _____ day of _____, 2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: RE-EMPLOYED 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 IBEW members who have retired from the City and who are re-hired as temporary employees. Any terms or conditions of employment not specified below will be provided at management's discretion and no other provision of the collective agreement shall apply.

1. A re-employed retiree will typically be used to fill a short-term need (i.e. up to twelve (12) months). In the event that an extension or renewal of the term is necessary, an extension or renewal of up to and additional twelve (12) months may be arranged prior to the expiry of the original term. Extensions or renewals will be discussed with the Union. At the end of the specified term, the re-employed retirees' employment terminates.
2. As a re-employed retiree will be employed on a temporary basis, no previous seniority will be retained nor will the re-employed retiree accrue seniority.
3. A re-employed retiree will be paid at a classified rate in accordance with Appendix I.
4. A re-employed retiree's hours of work will be in accordance with Article 13.
5. When overtime or callout is required, a re-employed retiree will be paid at two (2) times regular pay. A re-employed retiree will not bank overtime or callout.
6. A re-employed retiree will be paid general holiday pay at four point six per cent (4.6%) of the basic 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 basic rate of pay in each bi-weekly pay period.
8. A re-employed retiree will be paid three per cent (3%) of the basic rate of pay in lieu of benefits.
9. The grievance procedure is limited to the terms and conditions stated above.

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

Signed this _____ day of _____,
2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: VACATION SERVICE CREDIT

The City and the Union agree that 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 (Article 19) 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.

Signed this _____ day of _____, Signed this _____ day of _____,
2017 on behalf of the City of Medicine Hat, 2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: CONTRACTING OUT

The City agrees to notify the Union when the City utilizes contractors to perform work that would have otherwise been performed by a bargaining unit employee.

Signed this _____ day of _____, Signed this _____ day of _____,
2017 on behalf of the City of Medicine Hat, 2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Distribution)

RE: 2019 MODIFIED WAGE RE-OPENER

The City of Medicine Hat and Local Union 254 of the International Brotherhood of Electrical Workers (Electric Distribution) agree to the following terms and conditions with respect to a modified wage reopener for 2019.

1. Purpose

- 1.1 The purpose of the 2019 modified wage reopener is to ensure the annual base rates of pay for the classifications outlined in Appendix I are competitive relative to like positions in like organizations in the external marketplace.

2. Definitions

For the purposes of this letter of understanding, the following definitions shall apply:

- 2.1 “Competitive” means the average annual base salary of like positions in like organizations in the external marketplace. The average is used as a benchmark and is not determinative.
- 2.2 “Like Organizations” means those organizations that employ employees in similar classifications to the City and with which the City may compete with for human resources.
- 2.3 “Like Positions” means those positions that the classifications outlined in Appendix I are benchmarked against in the external marketplace. To be considered a like position, benchmarks must be essentially similar in terms of scope, level of responsibility, duties, responsibilities, level of training, required qualifications and relevant experience.

3. Classification Review Process

- 3.1 In the event that an employee believes the annual base rate of pay for his classification is not competitive relative to like positions in like organizations in the external marketplace, he may file a request for a classification review to the Union no later than November 1, 2018. If after investigation the Union, at its sole discretion, considers the request to be just, the Union shall notify the City of its intent to re-open wage negotiations for that specific classification no later than December 31, 2018.
- 3.2 In the event that the City believes the annual base rate of pay for any of the classifications outlined in Appendix I are not competitive relative to like positions in like organizations in the external marketplace, it shall notify the Union of its intent to conduct a classification

review no later than November 1, 2018. Should the City decide to re-open wage negotiations for any specific classification, it shall notify the Union of its intent to do so no later than December 31, 2018.

- 3.3 The City and the Union shall meet as required between January 1, 2019 and February 28, 2019 to conduct wage negotiations and will make every reasonable effort to reach an agreement that ensures the annual base rates of pay for the subject classification(s) is competitive relative to like positions in like organizations in the external marketplace.
- 3.4 The City and the Union agree to share all relevant information so that effective and transparent classification review(s) takes place.
- 3.5 If the City and the Union are unable to reach an agreement by February 28, 2019, either party may refer the matter to the dispute resolution process outlined in Section 4. The party choosing to engage the dispute resolution process shall notify the other party of its intent to do so no later than March 15, 2019.

4. Dispute Resolution Process

- 4.1 The City and the Union shall exchange formal written submissions outlining the dispute, the specific details of the issue(s) that are the subject of the dispute and the resolution sought no later than March 31, 2019.
- 4.2 The City and the Union may meet after formal written submissions have been exchanged in a final effort to resolve the dispute. All settlement offers made prior to a dispute being heard by the Mediator, as set out below, shall be without prejudice.
- 4.3 If the dispute remains unresolved, the City and the Union will jointly agree on the selection of a Mediator from the Province of Alberta's Designated Mediator Roster. In the event the City and the Union cannot agree on a Mediator, the City and the Union shall apply to Alberta's Director of Mediation Services to have a Mediator appointed pursuant to Section 64 of the Labour Relations Code.
- 4.4 Once a Mediator has been selected, the City and the Union shall file the formal written submissions referred to in Section 4.1 with the Mediator within ten (10) days of his/her selection.
- 4.5 The Mediator shall meet with the City and the Union forthwith at a location jointly agreed to by the City and the Union to hear oral arguments in support of the written submissions.
- 4.6 Oral arguments shall be made by the City's Labour Relations Manager and/or the Union's Assistant Business Manager. The parties agree not to use legal counsel.
- 4.7 Unless otherwise agreed, each party shall be limited to a maximum period of two (2) hours to make oral arguments to the Mediator for each individual classification.
- 4.8 After hearing oral arguments, the Mediator shall issue a final and binding decision in writing utilizing the "final offer selection" method. The Mediator's decision shall include rationale as to why one party's submission was chosen over the other party's submission.
- 4.9 The fees and expenses of the Mediator shall be shared equally by the City and the Union.

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

Signed this _____ day of _____,
2017 on behalf of IBEW Local Union 254,

Mayor

Business Manager

City Clerk

Assistant Business Manager