

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

**LOCAL UNION 254, OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Generation and Water Treatment Plants)**

JANUARY 1, 2016 – DECEMBER 31, 2019

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COLLECTIVE AGREEMENT

BETWEEN

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

AND

LOCAL UNION 254 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(ELECTRIC GENERATION and WATER TREATMENT PLANTS)
(Hereinafter called the "Union")

The City and the Union enter into, establish, and agree to the following terms and conditions of employment.

1. SCOPE

- 1.1. 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.

2. TERM OF AGREEMENT

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. Representatives of the parties may agree to amend the Collective Agreement during the term of the Agreement provided that such amendments are subject to the respective ratification processes of the parties. Amendments shall be by letter of agreement or letter of understanding.
- 2.5. Upon expiration of this Agreement, both parties agree to make a sincere endeavour 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.

3. DEFINITIONS

- 3.1. Anniversary Date shall mean the yearly date that is established by the commencement of the latest period of continuous employment.
- 3.2. City Grievance Committee shall mean a committee including an appointed member of City Council, the Commissioner of the Utilities Division and any one other Commissioner.

- 3.3. Commissioner shall mean the Commissioner of the Utilities Division unless otherwise stated.
- 3.4. 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.
- 3.5. Days shall mean calendar days unless otherwise stipulated in this Agreement.
- 3.6. Employee shall mean all employees of the City of Medicine Hat pursuant to Alberta Labour Relations Board Certificate No. 1088-90.
- 3.6.1. Permanent Employee shall mean an employee who has been permanently placed into a permanently established position and shall also include permanent employees serving a probationary period unless otherwise indicated.
- 3.6.2. Shift Employee shall mean an employee working on a job which is operated twenty-four (24) hours per day, seven (7) days per week.
- 3.6.3. Non-Shift Employee shall mean an employee who is working in a job which is regularly scheduled Monday through Friday, normally between the hours of 08:00 and 16:00.
- 3.6.4. 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.
- 3.7. General Manager shall mean the General Manager of Electric Generation or the General Manager of Environmental Utilities.
- 3.8. 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.
- 3.9. 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.
- 3.10. Pay shall mean:
- 3.10.1. Basic Rate of Pay shall mean the rate of pay assigned to the classifications in Appendix I including any ticket bonus but does not include any other allowances or premiums.

3.10.2. 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, and premiums, but does not include overtime and shift differential.

3.11. Permanent Position shall mean a position permanently established by the City.

3.12. Plant shall mean the physical building that the employee works in, either the Water Treatment Plant or the Electric Generation Plant, unless otherwise specified.

3.13. Shift shall mean the scheduled daily hours of work excluding overtime.

3.14. Shift Cycle shall mean the period of time when a shift schedule repeats itself.

3.15. Shift Schedule shall mean a pattern of regularly assigned shifts and days of rest.

3.16. Supervisor shall mean the immediate non-union supervisor to whom the employee reports unless otherwise specified.

3.17. Masculine/Feminine – the masculine gender as used herein shall also mean and include the feminine gender unless otherwise indicated in the context.

3.18. Plural/Singular – words in the singular shall include the plural and words in the plural shall include the singular unless otherwise indicated in the context.

4. DISCRIMINATION

4.1. The City or the Union shall not at any time discriminate against an employee on account of creed, colour, nationality, political beliefs, physical disability, sex, age, marital status, nor by reason of membership or non-membership or activity in the Union.

5. RECOGNITION

5.1. 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.

5.2. The City agrees to furnish a bulletin board for Union bulletins.

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 equal representation from both parties. This committee shall develop a committee guidelines document that will deal with specific details of the committee operations. This document may be amended by the committee as the need arises.

7. UNION AFFAIRS/SHOP STEWARDS

7.1. The Business Manager of the Union may appoint a Shop Steward(s) to protect the jurisdiction and interests of the local Union.

- 7.2. 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 Agreement and stating their functions.
- 7.3. Representatives of the Union/Shop Stewards shall be granted sufficient time to conduct the legitimate business of the Union with City representatives at no loss of regular pay.
- 7.4. A maximum of three (3) employees shall receive regular pay while attending collective agreement negotiation meetings if such meetings are held during working hours.

8. UNION DUES

- 8.1. All employees covered by this Agreement shall pay union dues whether or not they are a member of the Union and such dues shall be deducted from the pay cheque of each employee upon commencement of employment with the City. Dues are to be deducted bi-weekly from thereon.
- 8.2. The City agrees to the monthly check-off of normal union dues.
- 8.3. Blanket authorization for a change in the dues structure may be mutually agreed by exchange of letters.

9. MANAGEMENT RIGHTS

- 9.1. Management reserves all rights not specifically restricted by provisions of this Agreement.

10. SENIORITY

- 10.1. Seniority shall mean the date that an employee commenced employment in a permanently established position within the bargaining unit as a permanent employee, including service obtained during the probationary period.
- 10.2. Where an employee leaves the City's service or is dismissed for cause and is later re-engaged, his seniority shall date only from the date of re-engagement, except that if an employee is dismissed for cause and later reinstated through the grievance procedure he shall suffer no loss of seniority.

11. VACANCIES & NEW POSITIONS

- 11.1. If a vacancy occurs or a new position is created, such position shall be bulletined in the Electric Generation and Water Treatment Plants for seven (7) days. If the vacancy cannot be filled from qualified permanent Power and Water Treatment Plant employees, the position shall then be bulletined in other City departments or advertised externally.
- 11.2. The City shall consider the qualifications, ability, and seniority of permanent employees and in the event of seniority being disregarded reason must be given to the representative(s) of the local Union.
- 11.3. 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.

11.3.1. A probationary period may be extended by the City up to an additional five hundred (500) hours paid.

11.4. A permanent employee who is awarded a permanent position (including a position outside the bargaining unit) shall serve a trial period of three hundred and sixty (360) regular hours worked. During this trial period, the employee may choose to return, or the City may direct the employee to return, to his former position without any loss of seniority or former basic rate of pay. Any other employees affected by the rearrangement of positions shall also be returned to their former position without loss of seniority or former basic rate of pay.

12. SENIOR POSITION

12.1. Where a permanent employee is assigned to a position with a higher classification he shall immediately receive the basic rate of pay applicable to that classification, and continue to do so for as long as he fills such position.

12.2. Notwithstanding the above, if it is known at the onset that an assignment would be for a period of eight (8) consecutive weeks or longer, the assignment will be posted internally.

12.3. If a permanent employee temporarily works any regular or overtime hours in a lower paid capacity his basic rate of pay shall not be reduced.

13. EDUCATION

13.1. An employee who is required by the City to attend mandatory training (defined as those activities designed to meet legislative requirements or to assist an employee in maintaining his skills and abilities in order to meet the requirements of his current position) on a regularly scheduled day of rest may have his hours of work rescheduled in accordance with Article 14 or Article 15. If rescheduling cannot occur, the payment of overtime shall be made where applicable.

13.2. An employee attending approved optional training (defined as those activities designed to assist an employee in enhancing his skills and abilities in order to carry out the requirements of his current position) on a regularly scheduled day of rest may have his hours of work rescheduled in accordance with Article 14 or Article 15. If rescheduling cannot occur, the employee shall receive his basic rate of pay for each hour spent in training or, with agreement of his Supervisor, shall receive time off in lieu at straight time.

13.3. Permanent employees shall be allowed time off with no loss of regular pay to take recognized examinations for courses relevant to the Plant, provided a minimum of ten (10) days prior notice is given to the Supervisor in writing and approval is received. Upon successfully passing the examination, the City shall pay the cost of such examination fees.

13.4. An employee who has been appointed as an apprentice shall receive his regular pay less any training allowances available from any government source or agency while attending technical training associated with each period of apprenticeship. If the employee must attend technical training outside of the City of Medicine Hat (e.g. Lethbridge, Calgary, Edmonton) he shall receive an allowance from the City to offset some of the costs of technical training. The allowance shall include a forty dollar (\$40)/day living allowance for each day the employee is away from home in attendance at technical training; and a mileage reimbursement, at the current City reimbursement rate, for two (2) round trips during each technical training period; and reimbursement for tuition and the purchase of books.

14. HOURS OF WORK – NON-SHIFT EMPLOYEES

- 14.1. Non-shift employees shall work a Monday through Friday shift schedule with Saturday and Sunday being the specified days of rest. The regular hours of work shall be forty (40) hours per week, eight (8) hours per day normally between the hours of 8:00 a.m. to 4:00 p.m. with one (1) twenty (20) minute paid lunch break and a five (5) minute wash up time at the end of the shift.
 - 14.1.1. Starting and finishing times may be advanced, or delayed, by one (1) hour with mutual agreement between the City and the Union.
 - 14.1.2. A compressed work week schedule may be implemented with mutual agreement between the City and the Union.

15. HOURS OF WORK – SHIFT EMPLOYEES

- 15.1. Permanent shift employees shall work an average of forty (40) hours per week over a twelve week period. Temporary shift employees shall work an average of forty-two (42) hours per week in each bi-weekly pay period.
 - 15.1.1. Each employee shall be assigned to a crew within the shift schedule which provides seven (7) day per week, twenty-four (24) hour per day continuous coverage. The regular hours of work shall be 6:30 a.m. to 6:30 p.m. for the dayshift and 6:30 p.m. to 6:30 a.m. for the nightshift.
- 15.2. With a minimum of seven (7) days written notice (or less if mutually agreed between the employee and his Supervisor), an employee may be reassigned from a nightshift to a dayshift while following their normal shift schedule and retaining their normally scheduled days off. If seven (7) days' notice is not given, the first affected shift shall be paid for at overtime rates of pay.
- 15.3. With a minimum of fourteen (14) days written notice (or less if mutually agreed between the employee and his Supervisor), an employee's regularly scheduled dayshift(s) may be moved either back or forward by one (1) day in the shift schedule to a regularly scheduled day off so that the employee may attend training at straight time. This change of regularly scheduled dayshift(s) shall only be made up to a maximum of three (3) times per calendar year per employee.
- 15.4. With a minimum of fourteen (14) days written notice (or less if mutually agreed between the employee and his Supervisor), an employee may be reassigned from one crew to another crew or to the Monday through Friday shift schedule. If fourteen (14) days' notice is not given, the first two (2) affected shifts shall be paid for at overtime rates of pay. If seven (7) days' notice is not given, the first four (4) affected shifts shall be paid for at overtime rates of pay.
 - 15.4.1. The City shall ensure that an employee moving to or from the Monday through Friday shift schedule is provided with two (2) consecutive days of rest in the seven (7) day period surrounding the move.
- 15.5. Employees may exchange shifts amongst themselves provided that a request is made in writing and is approved by the Supervisor. In addition, shift exchanges shall not result in any increased cost to the City nor shall they result in any employee working two (2) consecutive shifts.

- 15.6. Shift schedules shall be arranged so that there shall be twelve (12) consecutive hours of rest between each scheduled shift except for the semi-annual daylight savings time adjustment.
- 15.6.1. If a shift employee is required to attend training or a meeting that starts at 8:00 a.m. and ends at or before 12:00 p.m. prior to a scheduled night shift and the employee's hours of work are not rescheduled, then he shall receive the first half of the scheduled night shift off with no loss of regular pay. If said training or meeting either extends beyond or starts after 12:30 p.m., the employee shall receive the entire night shift off with no loss of regular pay.
- 15.6.2. If a shift employee is required to attend training or a meeting that starts at 8:00 a.m. and ends at or before 12:00 p.m. immediately following a scheduled night shift and the employee's hours of work are not rescheduled, then he shall receive the previous scheduled night shift off with no loss of regular pay. If said training or meeting is scheduled to start at 12:30 p.m., the employee shall receive the latter half of the previous night shift off with no loss of regular pay.
- 15.6.3. A shift employee attending training or a meeting under the scenarios outlined in Articles 15.6.1 and 15.6.2 shall receive straight time pay for each hour in attendance at said training or meeting.
- 15.6.4. A shift employee attending training or a meeting between two scheduled night shifts shall not be compensated for attending said training or meeting and shall only receive pay for his regularly scheduled hours as outlined in Article 15.6.2.
- 15.6.5. A shift employee required to attend a meeting on a regularly scheduled day of rest immediately prior to a regularly scheduled day shift shall be provided with a minimum of eight (8) consecutive hours of rest.
- 15.7. The Union recognizes that the City has the right to schedule hours of work and depending on the requirements of the business, the right to change established shift schedules. Prior to implementing any change to an established shift schedule, the City shall give affected employees twelve (12) weeks' notice of its intent to do so.

16. OVERTIME PAY

- 16.1. All employees shall be subject to call at any time when required.
- 16.2. All overtime worked shall be paid at two times (2x) the basic rate of pay for the position in which the work is being performed.
- 16.3. Overtime shall be paid for all hours worked when an employee works in excess of his regularly scheduled hours of work in any one day, OR when an employee works on a regularly scheduled day of rest. In addition, when an employee is called back to work from scheduled vacation, he shall be paid overtime for all hours worked in addition to the regular pay he would have normally received and shall have his vacation rescheduled at a later date.
- 16.4. When an employee is called out, he shall be paid a minimum of two (2) hours pay at the applicable overtime rate.

- 16.5. Permanent employees shall not be required to take time off from regular work in lieu of overtime.
- 16.6. A permanent maintenance employee performing overtime work for a period of four (4) hours or more immediately prior to his regular hours of work may be instructed by his Supervisor to absent himself for all or a portion of the affected regular hours of work for which the employee would be paid his regular pay. Any hours worked during the affected regular hours of work shall be at overtime rates. If a maintenance employee performs overtime work that commences between the hours of midnight and 4:00 a.m. and continues for a period of four (4) hours or more, but ends prior to his regular hours of work, he shall take an eight (8) hour rest break with no loss of regular pay. An employee shall not be required to return to work during the affected regular hours of work for less than two (2) hours. If the employee is required to work any hours in the eight (8) hour rest break he shall be paid at overtime rates.
- 16.6.1. This shall not apply to any employee receiving more than twelve (12) hours prior notice of the required overtime. Call out pay shall not be construed to mean that the employee shall be paid for the same time twice.
- 16.7. At the employee's option, the City shall deduct one hundred percent (100%) of the overtime earned at regular rates and shall credit the dollar amounts to the employee's overtime bank up to a maximum equivalent of eighty (80) hours for non-shift employees and forty-eight (48) hours for shift employees, at the employee's current basic rate of pay.
- 16.7.1. Overtime which is accumulated shall be credited in terms of hours and dollars at the basic rate of pay in effect at the time actually worked, and when subsequently taken as time off the payment of hours shall be determined by dividing the hours banked into the dollars banked.
- 16.7.2. With a minimum of seven (7) days' notice, the time equivalent from the overtime bank may be scheduled as time off when mutually agreed. Employees should provide as much advance notice as possible.
- 16.7.3. By mutual agreement, an employee's overtime bank may be paid out.

17. GENERAL HOLIDAYS

- 17.1. The following shall be considered general holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 17.1.1. All non-shift 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 that is mutually agreed between the employee and his Supervisor.
- 17.2. 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.
- 17.3. In the case of shift employees, for the purposes of determining the date of a general holiday, the day proclaimed by the Government legislation shall apply.

18. GENERAL HOLIDAY PAY

- 18.1. When a general holiday(s) falls on a Saturday and/or a Sunday, non-shift employees shall receive the next working day(s) following the general holiday in lieu.
- 18.2. All permanent shift employees shall receive general holiday pay as a percentage of their basic rate of pay in each bi-weekly pay period calculated as follows: (18 hours X 12 General Holidays / 2080 Hours = 10.38%).
 - 18.2.1. All temporary shift employees shall be paid as a percentage of their basic rate of pay in each bi-weekly pay period calculated as follows: (12 hours X 12 General Holidays / 2080 Hours = 6.923%).
 - 18.2.2. All temporary shift employees who work on a general holiday shall also receive an additional one-half times (.5x) their basic rate of pay for each regular hour worked on the general holiday.
- 18.3. If a general holiday falls on a day that would normally have been a day of work for a non-shift employee and the employee does not work on the general holiday, the city must pay the employee general holiday pay that is at least equal to the regular pay the employee would have received if he had worked that day.
- 18.4. For the purposes of determining hours worked, hours shall be deemed to mean all hours actually worked between the period 00:00 hours and 24:00 hours on the actual day of the general holiday.

19. VACATION

- 19.1. Each permanent employee 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 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 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 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 0.115 hours of entitlement for each regular hour paid.
- 19.2. Each permanent shift employee shall, on his anniversary date, be entitled to an additional eight (8) hours of vacation for every fifteen (15) twelve-hour shifts worked in the previous year to a maximum of forty (40) hours of vacation.

- 19.3. An employee may request vacation beyond his current accumulation of vacation provided that the employee has some accrued vacation at the time of the request. Such requests shall be subject to the approval of the employee's supervisor.
- 19.4. Upon the approval of the General Manager, an employee shall be permitted to carry over accumulated vacation from one year to the next, and such accumulated vacation may be taken along with his regular vacation, subject to the following conditions:
- 19.4.1. Such carry over shall be limited to the annual vacation entitlement for that employee.
- 19.4.2. Such deferred vacation shall only be taken with regard to the needs of the operation and shall not be taken during prime vacation periods, namely June 15th to September 15th.
- 19.5. Should an employee become disabled as a result of sickness or accident immediately prior to commencing his vacation or if he becomes disabled during his vacation, this vacation or part vacation shall be deducted from his accumulated sick leave and this vacation portion shall be rescheduled at a later date. In order to have his vacation rescheduled, such employee must notify his Supervisor of said disability as soon as possible and he must also provide proof of hospitalization or submit a Doctor's certificate.
- 19.6. Employees shall indicate their vacation period preference prior to March 1st of each year and vacation schedules shall be posted by the City by April 1st of each year. If no preference is indicated by the employee prior to March 1st, a period shall be scheduled by his Supervisor and the Shop Steward.
- 19.7. Each temporary employee who has not yet accumulated four thousand (4000) regular hours paid 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. Upon the accumulation of four thousand (4000) regular hours paid, each temporary employee shall be paid vacation pay calculated at six percent (6%) of his basic rate of pay.

20. SICK LEAVE

- 20.1. The sick leave plan and the short-term disability plan are income protection benefits provided by the City when an employee is unable to work due to non-occupational illness and/or injury. Each temporary employee with more than two thousand (2000) regular hours paid and each permanent employee shall accumulate sick leave at the rate of 0.0692 hours for each regular hour paid to a maximum of sixteen hundred (1600) hours.
- 20.1.1. Where, at the time of commencement of employment, it is anticipated that a temporary employee will be employed for a period of greater than twelve (12) continuous months he shall begin accruing sick leave immediately.
- 20.1.2. In situations where a permanent employee returns to work from short-term or long-term disability and he has no 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.

- 20.2. 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 regular 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.
- 20.2.1. 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. The City shall cover associated costs.
- 20.2.2. 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, an employee must be advised in writing prior to, or at the time of, making his request for sick leave.
- 20.2.3. 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 regular 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 benefits.
- 20.2.3.1. 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 group health and insurance benefits shall remain in effect for the duration of the leave.
- 20.2.3.2. 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 thirty (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.
- 20.3. Employees in receipt of sick leave and/or short-term disability must apply for long-term disability benefits prior to the expiration of the long-term disability plan elimination period.
- 20.4. 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.

21. FAMILY SICK LEAVE

- 21.1. An employee shall be eligible to apply for Family Sick Leave up to a maximum of five (5) regularly scheduled shifts 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.
- 21.1.1. Family member shall include the employee's current spouse, child, step-child, parent, step-parent, grand-parent or sibling.

22. GROUP HEALTH AND INSURANCE COVERAGE

22.1. The City agrees to maintain group Health and insurance plans as listed below, subject to various conditions and cost sharing as indicated.

22.1.1. Extended Health Care: All permanent employees and temporary employees with twelve (12) months of continuous service 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.

22.1.2. Dental Plan: All permanent employees and temporary employees with eighteen (18) months of continuous service 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 service, eighty percent (80%) of periodontics, fifty percent (50%) of extensive work and fifty percent (50%) of orthodontics work.

22.1.3. 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.

22.1.4. Life Insurance: All permanent employees and temporary employees with eighteen (18) months of continuous service 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.

22.1.5. Long Term Disability Insurance: All permanent employees and temporary employees with eighteen (18) months of continuous service 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 employee share) for those group health and insurance benefits he chooses to participate in.

22.1.6. Pension Plan: All permanent employees shall be enrolled into the Local Authority Pension Plan. Temporary employees with eighteen (18) months of continuous service with the City shall have the option of enrolling into the plan.

22.2. For the purposes of Article 22.1, continuous service 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.

- 22.3. 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 enrol in the Extended Health Care Plan immediately.
- 22.4. 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 enrol in all benefits immediately.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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. WORKERS' COMPENSATION

- 23.1. 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 pay 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 regular pay for the balance of compensation on each separate claim. FURTHER PROVIDED that the benefit under this section shall not be paid to the employee after the expiration of three (3) years from the date of such injury.
- 23.2. 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.

24. BEREAVEMENT LEAVE

- 24.1. Bereavement leave with regular pay up to and including three (3) working days shall be granted, upon request, to all permanent employees in the event of the death of a member of the employee's immediate family.
- 24.1.1. Immediate family shall include the employee's current spouse, child, spouse of child, step-child, parent, sibling, spouse of sibling, grandparent, grandchild, ward, and any relative who is a member of the employee's household as well as the employee's current spouse's parent, sibling, or grandparent.
- 24.1.2. Spouse shall also mean any common law relationship that is greater than one (1) year and that is on record with the Human Resources Department of the City.
- 24.2. 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) kilometres one way from his residence in order to attend the funeral of an immediate family member.

- 24.3. Unless otherwise authorized by the Supervisor at the time of death, bereavement leave must be taken within fourteen (14) days from the date of the death.
- 24.4. When an employee qualifies for bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence.
- 24.5. Employees shall be allowed time off without pay to attend the funeral of anyone not listed in Article 24.1 above.

25. JURY DUTY

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

26. LEAVE OF ABSENCE

- 26.1. Any permanent employee desiring a leave of absence shall apply to the General Manager. 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.
 - 26.1.1. For a leave of absence for any period in excess of two (2) weeks, sick leave, vacation and seniority accruals shall be suspended. In addition, 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 by post-dated cheques prior to the expected commencement of the leave of absence.
 - 26.1.2. Where an employee overstays his leave of absence without permission of the General Manager, he shall automatically forfeit his position with the City unless in the opinion of the General Manager, such overstay was justifiable.
- 26.2. 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 leave of absence and his regular pay shall carry on in the usual manner. The Union shall be billed the amount of regular pay so received by the employee for his leave of absence and at the City's discretion such fringe benefit costs (prorated) as may be appropriate. Payment shall be made by the Union upon receipt of such billing. 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.

27. MATERNITY LEAVE

- 27.1. 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.

- 27.2. 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.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.

28. PARENTAL LEAVE

- 28.1. Parental leave shall be provided to eligible employees as outlined in the Alberta Employment Standards Code.
- 28.2. 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.
- 28.3. 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.

29. PAY DAYS

- 29.1. Employees shall be paid bi-weekly for the period covering the fourteen (14) day period Thursday to Wednesday inclusive.
- 29.2. Pay cheques will be deposited by direct deposit bi-weekly on Thursday morning of the following week to the financial institution of individual employees' choice. The statement of earnings and deductions will be delivered to the employees on the Thursday pay day. All

changes of desired accounts must be received on the appropriate form by the Human Resources Department prior to the payroll cut-off date.

29.3. The City may delay a pay day by one (1) day for a specific pay period by giving three (3) months written notice to the Union and the employees.

30. PAY QUERIES

30.1. In the event that the City or an employee is of the opinion that the employee has been incorrectly paid, the City or the employee finding the error shall report the error to the other party forthwith.

30.2. Where the error has caused an employee to be over or under compensated, a retroactive adjustment shall be made for no more than six (6) months from the date the error was discovered.

31. CLASSIFICATION REQUESTS

31.1. In the event of a substantial change to an existing position, or a new position is created, an employee or his supervisor may request a classification review.

31.2. Requests shall be made in writing, by the Union, to the General Manager.

31.3. Such review would be examined by the Commissioner and the General Manager of Human Resources and their decision shall be communicated to the Union in writing.

31.4. This decision may be appealed to the City Grievance Committee. The decision of the City Grievance Committee shall be communicated to the Union in writing and shall be final and binding with no recourse to arbitration.

32. RETROACTIVE PAY

32.1. 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 the salary adjustment is actually implemented.

32.2. No claims for retroactive pay shall be recognized if a period in excess of sixty (60) days has elapsed after the issuing of retroactive pay cheques.

33. SERVICE PAY

33.1. Service pay shall be paid to all permanent employees as follows:

- After ten (10) years of continuous employment - \$ 5.00 / month;
- After fifteen (15) years of continuous employment - \$10.00 / month;
- After twenty (20) years of continuous employment - \$15.00 / month;
- After twenty-five (25) years of continuous employment - \$20.00 / month.

34. SHIFT DIFFERENTIAL

- 34.1. A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to shift employees for each regularly scheduled hour worked between the hours of 16:00 and 08:00.
- 34.2. The shift differential shall apply to any overtime hours worked between the hours 16:00 and 08:00 by shift employees. The shift differential will be added after the employee's premium rate has been calculated.
- 34.3. When a non-shift employee is reassigned from his regularly scheduled shift to a shift where the majority of the hours are worked between the hours of 16:00 and 08:00, the non-shift employee will receive shift differential for each hour worked.
- 34.4. Shift differential shall be paid for all hours worked on Sunday.

35. STANDBY TIME

- 35.1. When a supervisor requests an employee to remain in the City, or to standby, on his regular day off, with the anticipation that his services will be required, the said employee, for standing by, for such anticipated service, shall be remunerated at the rate of four (4) hours of pay at his basic rate of pay for each twenty-four (24) hour period on standby.

36. MEALS

- 36.1. For the purposes of this article, the following definitions shall apply:
- (a) "Defined Start Time" – the time planned overtime is scheduled to commence.
 - (b) "Defined Completion Time" – the time planned overtime is scheduled to be completed.
 - (c) "Undefined Completion Time" – when the completion time of a planned overtime assignment is unknown.
- 36.2. An employee who has not received a minimum of twelve (12) hours notice of an overtime assignment shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the third consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.
- 36.3. An employee who has received a minimum of twelve (12) hour notice of an overtime assignment that has a defined start time and an undefined completion time shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the third consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.
- 36.4. An employee who has received a minimum of twelve (12) hours notice of an overtime assignment that has a defined start time and a defined completion time shall not be entitled to receive a meal allowance.

37. SAFETY

- 37.1. No worker 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 the health and safety of the worker or another worker 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.

37.2. Employees of the Electric Generation Plant shall not be required to perform switching duties in the Electric Generation Plant switching yards.

38. PROTECTIVE CLOTHING

38.1. On an annual basis, the City shall provide each permanent plant maintenance employee with five (5) pairs of non-insulated coveralls and one pair of insulated coveralls. Approved safety rated shirts and pants may be substituted for non-insulated coveralls with appropriate approval. On a bi-annual basis, the City shall provide one (1) winter parka or winter jacket, and one (1) summer jacket.

38.2. On an annual basis, the City shall provide each permanent plant operator with three (3) pairs of non-insulated coveralls and one (1) pair of insulated coveralls. Approved safety rated shirts and pants may be substituted for non-insulated coveralls with appropriate approval. On a bi-annual basis, the City shall provide one (1) winter parka or winter jacket, and one (1) summer jacket

38.3. The City shall provide a laundry service for the cleaning of coveralls. Coveralls which are destroyed or damaged beyond repair shall be replaced as required.

38.4. Waterproof apparel, gloves, and safety equipment shall be provided to employees when required in the performance of their duties.

38.5. All employees who are required to enter a worksite where safety footwear is required shall wear Canadian Standards Association (CSA) approved safety footwear. Upon request and the production of receipts, the City shall reimburse employees as follows:

38.5.1. Permanent employees, as well as temporary employees who at the time of appointment are anticipated to be employed for a period of greater than eighteen (18) continuous months, shall be eligible for two hundred and fifty dollars (\$250.00) per year to offset the cost or repair of safety footwear and/or the cost of insoles. In the event an employee does not use his full reimbursement in any one year, he may carry over the remaining portion into the next year to a maximum of five hundred dollars (\$500.00).

38.5.2. Temporary employees who are anticipated to be employed for a period of less than eighteen (18) months shall, upon initial employment with the City, be eligible for one hundred and fifty dollars (\$150.00) to offset the cost or repair of safety footwear. Thereafter, each temporary employee will be eligible for an additional seventy-five dollars (\$75.00) on June 1st in each subsequent year that the employee is recalled and actively working.

38.6. The City shall replace or repair prescription safety glasses as per the Plant's joint health and safety committee policy.

39. EXPENSES

- 39.1. If an employee is called upon to work outside the City limits on City business, he shall be allowed a reasonable allowance while engaged in such work and the discretion as to what expenses are reasonable shall rest with the General Manager.
- 39.2. No employee shall be required to use his own vehicle for City business, unless he is paid for such use.

40. RESIGNATION, DISCIPLINE, AND DISMISSAL

- 40.1. Each employee shall give his Supervisor two (2) weeks' notice of his intent to sever his employment with the City.
- 40.2. Whenever an employee is disciplined, and the discipline is intended to be a matter of management record, the employee shall be given written particulars of the discipline and a copy shall be sent to the Union.
 - 40.2.1. A Union representative shall be present when discipline is given.
 - 40.2.2. Disciplinary warnings and/or suspensions shall be removed from management record after the employee has maintained a clear record with no other disciplinary warning or suspensions for twenty-four (24) months of active duty.
- 40.3. Any employee who is dismissed and who subsequently appeals to an Arbitration Board and is reinstated by the Board, shall be compensated for any time lost at the discretion of the Board.
- 40.4. 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. Notwithstanding the above stated time limits, dismissals shall come under the Grievance Procedure contained in this Collective Agreement commencing at the third step and all other conditions of the Grievance Procedure including arbitration shall apply.

41. REDUCTIONS AND LAYOFFS

- 41.1. 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 and the least senior employees would be laid off.
- 41.2. Permanent employees laid off shall be given thirty (30) days' notice in writing or thirty (30) days pay in lieu of notice. Employees laid off shall submit to the Human Resources Department, their current address and telephone number.
- 41.3. 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.

42. GRIEVANCES

42.1. 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:

42.1.1. Step 1: A meeting of the parties shall be held within ten (10) days of the filing of the grievance with the 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.

42.1.2. 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.

42.1.3. 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 thirty (30) days of the City Grievance Committee's decision.

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

42.1.4.1. 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.

42.1.4.2. The Board's decision shall be final and binding on both parties and shall be handed down as expeditiously as possible, with a maximum of thirty (30) days from the date of the final hearing by the Board.

42.1.4.3. Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board. The expenses of the Chairman of the Arbitration Board shall be shared by the parties equally.

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

42.2. 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.

42.3. 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.

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

Signed this _____ day of _____,
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

APPENDIX I - PART 1: WAGE SCHEDULE

Classification	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Administrative Assistant - Step 1	27.15	27.15	27.70	28.26
Administrative Assistant - Step 2	30.55	30.55	31.17	31.79
Administrative Assistant - Step 3	33.95	33.95	34.63	35.32
Administrative Assistant - Step 4	35.64	35.64	36.36	37.09
Labourer - Step 1	21.43	21.43	21.87	22.30
Labourer - Step 2	23.05	23.05	23.51	23.98
Journeyman - Step 1	29.42	29.42	30.01	30.61
Journeyman - Step 2	31.88	31.88	32.51	33.16
Journeyman - Step 3	34.33	34.33	35.01	35.71
Journeyman - Step 4	36.79	36.79	37.51	38.27
Journeyman - Step 5	39.22	39.22	40.02	40.82
Journeyman - Step 6	41.68	41.68	42.52	43.37
Journeyman - Step 7	44.14	44.14	45.02	45.92
Journeyman - Step 8	46.59	46.59	47.52	48.47
Journeyman - Step 9	49.04	49.04	50.02	51.02
Journeyman - Step 10	52.73	52.73	53.78	54.86
Journeyman - Step 11	55.37	55.37	56.47	57.60
Maintenance Foreman	61.37	61.37	62.60	63.85
EU Electrical Team Leader	60.89	60.89	62.11	63.35
Power Plant Operator - Step 1	32.50	32.50	33.15	33.81
Power Plant Operator - Step 2	37.89	37.89	38.67	39.44
Power Plant Operator - Step 3	46.02	46.02	46.96	47.90
Power Plant Operator - Step 4	54.16	54.16	55.24	56.35
Assistant Shift Engineer	59.90	59.90	61.10	62.32
Shift Engineer	64.81	64.81	66.11	67.43
Warehouseman	38.58	38.58	39.35	40.14
Procurement Coordinator	53.07	53.07	54.13	55.21
Water Treatment Plant Operator - Step 1	34.73	34.73	35.42	36.13
Water Treatment Plant Operator - Step 2	39.07	39.07	39.85	40.65
Water Treatment Plant Operator - Step 3	43.42	43.42	44.29	45.18
Water Treatment Plant Operator - Step 4	47.74	47.74	48.69	49.67

NOTES APPLYING TO APPENDIX I – PART 1: WAGE SCHEDULE

Administrative Assistant

- Step 1 The step 1 rate of pay is calculated at 80% of the step 3 rate of pay. 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 90% of the step 3 rate of pay. 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 the Administrative Assistant 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 is calculated at 105% of the step 3 rate of pay.

Journeyman

- Step 1 The step 1 rate of pay is calculated at 60% of the step 9 rate and is applicable to first year apprentices. Progression to the step 2 rate of pay shall be based on satisfactory performance and the completion of 1040 regular hours paid at the step 1 rate of pay.
- Step 2 The step 2 rate of pay is calculated at 65% of the step 9 rate and is applicable to first 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 first period technical training.
- Step 3 The step 3 rate of pay is calculated at 70% of the step 9 rate and is applicable to second year apprentices. Progression to the step 4 rate of pay shall be based on satisfactory performance and the completion of 1040 regular hours paid at the step 3 rate of pay.
- Step 4 The step 4 rate of pay is calculated at 75% of the step 9 rate and is applicable to second 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 and completion of second period technical training.
- Step 5 The step 5 rate of pay is calculated at 80% of the step 9 rate and is applicable to third year apprentices. Progression to the step 6 rate of pay shall be based on satisfactory performance and the completion of 1040 regular hours paid at the step 5 rate of pay.
- Step 6 The step 6 rate of pay is calculated at 85% of the step 9 rate and is applicable to third year apprentices. Progression to the step 7 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 7 The step 7 rate of pay is calculated at 90% of the step 9 rate and is applicable to fourth year apprentices. Progression to the step 8 rate of pay shall be based on satisfactory performance and the completion of 1040 regular hours paid at the step 7 rate of pay.
- Step 8 The step 8 rate of pay is calculated at 95% of the step 9 rate and is applicable to fourth year apprentices. Progression to the step 9 rate of pay shall be based on satisfactory performance, hours worked as prescribed by Alberta Apprenticeship & Industry Training and completion of fourth period technical training and successful completion of provincial Journeyman examinations.
- Step 9 The step 9 rate of pay is the Journeyman start rate and is calculated at 93% of the job rate. Progression to the step 10 rate of pay shall be based on satisfactory performance, completion of 2080 regular hours paid at step 9 rate of pay and the possession of the necessary knowledge, abilities, skills and training required in the performance of the job.
- Step 10 The step 10 rate of pay is the Journeyman job rate. Progression to the step 11 rate of pay shall be determined by the City.
- Step 11 The step 11 rate of pay calculated at 105% of the step 10 rate of pay and is applicable to a Journeyman who is qualified in two separate and distinct trades and who is required by the City to utilize both trades in the normal course of his duties. Trade combinations requisite to progression to step 11 shall be defined by the City.

Labourer

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 1000 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 the Labourer job rate.

Power Plant Operator

Step 1 The step 1 rate of pay is the Power Plant Operator entry level rate of pay and is calculated at 60% of the step 4 rate of pay. Progression to the step 2 rate of pay shall be based on satisfactory performance, completion of 1000 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 70% of the step 4 rate of pay. Progression to the step 3 rate of pay shall be based on satisfactory performance 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 85% of the step 4 rate of pay. Progression to the step 4 rate of pay shall be based on satisfactory performance 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 the Power Plant Operator job rate.

Water Treatment Plant Operator

Step 1 The step 1 rate of pay is applicable to operators with Level 1 Alberta Environment water treatment certification. Progression to the step 2 rate of pay shall be based on the requirements outlined in the corporate job description.

Step 2 The step 2 rate of pay is applicable to operators with Level 2 Alberta Environment water treatment certification. Progression to the step 3 rate of pay shall be based on the requirements outlined in the corporate job description.

Step 3 The step 3 rate of pay is applicable to operators with Level 3 Alberta Environment water treatment certification. Progression to the step 4 rate of pay shall be based on the requirements outlined in the corporate job description.

Step 4 The step 4 rate of pay is applicable to operators with Level 4 Alberta Environment water treatment certification.

APPENDIX I - PART 2: POWER PLANT OPERATOR TICKET PREMIUM

Where an employee possesses a higher class power engineer certificate than what is required for the classification he is working in, he shall be paid a ticket premium of one dollar (\$1.00) per hour for each level of power engineer certificate over and above the power engineer certificate required for that classification.

APPENDIX I – PART 3: CHIEF ENGINEER RELIEF

An employee who, at the request of the City, assumes the duties and responsibilities of the Chief Engineer for a period of up to six (6) weeks, shall be paid at a rate of pay that is ten percent (10%) higher than the Shift Engineer rate of pay.

LETTER OF AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Generation & Water Treatment Plants)

RE: RELIEF SHIFT POSITIONS (WATER TREATMENT PLANT)

The parties to the collective agreement have reached the following understanding as it pertains to the position of Relief Operator. This position is classified as a shift position as is required to perform shift work relief duties (as outlined in the job description).

Hours of Work

- The regular hours of work shall be eight (8) hours per day and an average of forty (40) hours per week over an eighty four (84) day period, Monday through Friday.
- The Relief Operator may also be required to work in relief operations working a combination of eight (8) and twelve (12) hour shifts, or working the twelve (12) hour shift schedule for Water Treatment Plant Operators.
- The Relief Operator shall be guaranteed eighty (80) hours of pay in each bi-weekly pay period although they may work less hours due to scheduling.
- The Relief Operator shall receive a minimum of seven (7) days' notice (or less if mutually agreed between the employee and his Supervisor) of the City's intent to change scheduled day shifts and fourteen (14) days' notice (or less if mutually agreed between the employee and his Supervisor) of the City's intent to change scheduled night shifts and/or scheduled days off. If appropriate notice is not given, the first affected shift shall be paid for at overtime rates of pay.
- Short changes (not days to nights or vice versa, but only one (1) day off between shifts) and extended consecutive shifts are necessary to provide the flexible relief coverage required in the Water Treatment Plant. These are typically only allowed during the months of July and August to accommodate Water Treatment Plant Operator vacation requests, to a maximum of two (2) times per year. This required flexibility is balanced and compensated by mutually agreed upon long changes during the same eighty-four (84) day schedule to balance out the required four hundred and eighty (480) hours over the same eighty-four (84) day period.

Overtime Pay

- When the Relief Operator is working in relief operations, any time worked in excess of twelve (12) hours per day, eighty (80) hours bi-weekly on a Sunday to Saturday basis unless as part of an established shift schedule, or more than four hundred and eighty (480) hours over an established eighty-four (84) day schedule, shall be paid at overtime rates of pay. Any unscheduled hours of work shall be paid at overtime rates of pay.

General Holiday Pay

- The Relief Operator is considered a shift position and as such is paid for General Holidays as per article 18.2.

Vacation

- The Relief Operator shall be eligible for additional vacation as outlined in Article 19.2 despite not working the minimum required number of shifts due to scheduling.

Shift Differential

- The Relief Operator shall receive the shift differential premium based on the schedule he would have worked as a shift employee.

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 Generation & Water Treatment Plants)

RE: COMPRESSED WORK WEEK (POWER PLANT)

The parties to the collective agreement have agreed to implement a compressed work week schedule for all non-shift employees at the Power Plant.

Work Schedule

- The regular hours of work on the compressed work week schedule will be based on alternating five (5) and four (4) day weeks while maintaining eighty (80) hours worked in each bi-weekly pay period. The bi-weekly schedule shall consist of the following:

Week One - Four (4) days x nine (9) hours
 One (1) day x eight (8) hours

Week Two - Four (4) days x nine (9) hours

- The start and finishing times shall be established as 7:00 a.m. to 4:00 p.m. Monday through Thursday and 7:00 a.m. to 3:00 p.m. on alternating Fridays.
- There shall be one (1) twenty (20) minute paid interval for lunch with a five (5) minute wash up time at the end of the shift.
- Established starting and finishing times associated with the compressed work week schedule may be advanced or delayed by one (1) hour with mutual agreement between the City and the Union.
- Sick days, vacation days and General Holidays (except for the floater which is placed into the vacation bank as eight (8) hours and must be taken as eight (8) hours) will be paid based on the number of hours scheduled for each specific day.

Meal Allowance

- An employee working the compressed work-week schedule outlined above shall be entitled to meal allowance as follows:
 - An employee who has not received a minimum of twelve (12) hours' notice of an overtime assignment shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the

second consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.

- An employee who has received a minimum of twelve (12) hours' notice of an overtime assignment that has a defined start time and an undefined completion time shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the second consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.
- An employee who has received a minimum of twelve (12) hours' notice of an overtime assignment that has a defined start time and a defined completion time shall not be entitled to receive a meal allowance.

Termination

- If either party to this agreement decides to revert to the hours of work defined in Article 14.1 of the collective agreement, it will 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 Generation & Water Treatment Plants)

RE: COMPRESSED WORK WEEK (WATER TREATMENT PLANT)

The parties to the collective agreement have agreed to implement a compressed work week schedule for all non-shift employees at the Water Treatment Plant.

Work Schedule

- The regular hours of work on the compressed work week schedule will be based on alternating five (5) and four (4) day weeks while maintaining eighty (80) hours worked in each bi-weekly pay period and maintaining the forty (40) hour work week from Sunday to Saturday as outlined in Letter of Agreement #1. The bi-weekly schedule shall consist of the following:

Week One - Four (4) days x nine (9) hours
One (1) day x eight (8) hours

Week Two - Four (4) days x nine (9) hours

- The start and finishing times shall be established as 7:30 a.m. to 4:30 p.m. for the scheduled nine (9) hour days and 8:00 a.m. to 4:00 p.m. on the scheduled eight (8) hour days.
- The "Compressed Day Off (CDO)" will be taken on Fridays and Mondays in order to provide the required coverage for the Plant. In order to provide adequate notice to the affected employees, all CDO's will be shown on the Plant's approved work schedule.
- Should an employee be required to cover in a shift position, any hours earned towards the CDO will be shown on the plant's approved work schedule and when eight (8) hours have been accumulated, the next available Monday or Friday will be scheduled as the CDO.
- There shall be one (1) twenty (20) minute paid interval for lunch with a five (5) minute wash up time at the end of the shift.
- Established starting and finishing times associated with the compressed work week schedule may be advanced or delayed by one (1) hour with mutual agreement between the City and the Union.
- Sick days, vacation days and General Holidays (except for the floater which is placed into the vacation bank as eight (8) hours and must be taken as eight (8) hours) will be paid based on the number of hours scheduled for each specific day.

Meal Allowance

- An employee working the compressed work-week schedule outlined above shall be entitled to meal allowance as follows:
 - An employee who has not received a minimum of twelve (12) hours’ notice of an overtime assignment shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the second consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.
 - An employee who has received a minimum of twelve (12) hour notice of an overtime assignment that has a defined start time and an undefined completion time shall receive a meal allowance of seventeen dollars (\$17.00) at the end of the second consecutive hour of overtime worked and a further seventeen dollars (\$17.00) for each additional five (5) consecutive hour period worked thereafter.
 - An employee who has received a minimum of twelve (12) hours’ notice of an overtime assignment that has a defined start time and a defined completion time shall not be entitled to receive a meal allowance.

Termination

- If either party to this agreement decides to revert to the hours of work defined in Article 14.1 of the collective agreement, it will 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 Generation & Water Treatment Plants)

RE: SEVERANCE PAY

In the event that the City decides that a permanent reduction in the workforce is necessary (i.e. a permanent reduction in the number of permanently established positions) and the reduction results in the layoff of a permanent employee pursuant to Article 41 of the collective agreement, the employee shall be entitled to severance pay subject to the following:

1. Severance pay shall include two (2) weeks of regular pay plus two and one-half (2 ½) weeks of regular pay for each year of continuous employment, to a maximum of fifty-two (52) weeks of regular pay.
2. Partial years of continuous employment shall be calculated on a pro-rated basis.
3. An employee who accepts severance pay shall forfeit all rights provided for under the terms of the collective agreement.
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 #4

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Generation & Water Treatment Plants)

RE: TEMPORARY EMPLOYEES RELIEVING IN PERMANENT POSITIONS

The parties to the collective agreement have come to the following understanding with respect to temporary employees hired by the City to relieve in a permanently established positions. If a permanent position becomes temporarily vacant for any reason other than a permanent employee being on vacation, this letter alters the application of the collective agreement with respect to temporary employees, as follows:

1. The employee hired to fill the vacancy shall follow a shift cycle that averages forty (40) hours per week as if he were a permanent employee, as outlined in Article 14 and/or 15 immediately upon commencement of employment;
2. The employee hired to fill the vacancy shall be entitled to general holidays/general holiday pay as if he were a permanent employee as outlined in Articles 17 and 18, immediately upon commencement of employment;
3. The employee hired to fill the vacancy shall be entitled to accrue and take vacation as if he were a permanent employee as outlined in Article 19, immediately upon commencement of employment.
4. The employee hired to fill the vacancy shall be entitled to accrue sick leave as if he were a permanent employee as outlined in Article 20.1, immediately upon commencement of employment;
5. The employee hired to fill the vacancy shall be entitled to enroll and participate in the extended health care and dental care benefit plans as outlined in Articles 22.1.1 and 22.1.2 respectively, immediately upon commencement of employment;
6. All other provisions of the collective agreement applicable to temporary employees not altered by the above shall continue to apply. If the terms of this letter and the terms of the collective agreement conflict with each other in any way, the terms of this letter shall prevail.

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 #5

BETWEEN

THE CITY OF MEDICINE HAT

AND

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Electric Generation & Water Treatment Plants)

RE: POWER PLANT SUCCESS PAY PLAN

The City agrees that permanent and temporary employees will be included in the City's "Power Plant Success Pay Plan" for the duration of the term of the Collective Agreement, subject to the Plan's terms and conditions.

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 GENERATION & WATER TREATMENT PLANTS)

RE: 2019 MODIFIED WAGE RE-OPENER

The City of Medicine Hat and Local Union 254 of the International Brotherhood of Electrical Workers (Electric Generation & Water Treatment Plants) 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 _____, 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