COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30

Duration: December 23, 2019 to December 19, 2020

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NOTES

An asterisk (*) designates a clause that existed in the previous Agreement, which has been reworded.

A double asterisk (**) designates a new clause.

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COLLECTIVE AGREEMENT
between
THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter called the "City")

of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
(Edmonton Civic Employees)
(hereinafter called the "Union")

of the Second Part

PART I – MAIN COLLECTIVE AGREEMENT

1 Amendment And Termination

* 1.01 WITNESS that this Agreement shall become effective December 22, 2019 and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than 120 days, nor less than 60 days, prior to the expiration date. If amendment is desired the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force until the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code. Changes to this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized officers of the parties to the Agreement..

* 1.02 The duration of this Agreement shall be for the period December 22, 2019 - December 19, 2020. All items shall come into force and effect on the above-specified commencement date unless otherwise specified in this Agreement..

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2 Scope

2.01 This Agreement shall apply to all employees of the bargaining unit of the Union, as defined in Certificate 48-96, issued by the Alberta Labour Relations Board.

2.02 Jurisdictional Differences

The parties agree that differences regarding the jurisdictional allocation of employees and/or vacant positions will be processed in accordance with the following procedure. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, it is agreed that the dispute will be referred to the Labour Relations Board for determination.

2.02.01 Management Initiated Reviews

1) Where the City is of the view that the work being performed by a CUPE Local 30 member is properly out of the scope of the bargaining unit certificate or is covered by another certificate and should be moved to a different bargaining unit, it will contact the Union to arrange a meeting to discuss the issue. During the meeting, the City will share relevant information concerning the basis for the exclusion from the bargaining unit, or the transfer to a different bargaining unit.

2) If the City is of the view that the work being performed by a CUPE Local 30 member should properly fall within the jurisdiction of another bargaining unit, then the City will invite the Union certified to represent that unit to the meeting with CUPE Local 30 as described in clause 2.02.01(1).

2.02.02 Union Initiated Reviews

1) The Union will advise the Director of Labour Relations, Human Resources, and any other appropriate Union, in writing that they have a potential issue with the jurisdictional allocation of an existing position, or a newly posted position.

2) Within 14 calendar days of receiving the request, a job description will be provided to the Union for their review.

3) Within 14 calendar days of receiving the job description, the Union will advise the City in writing if a jurisdictional review of the position is required.

4) Within 14 calendar days of receiving the Union's written notice requesting a jurisdictional review, the City will schedule a meeting to allow both parties to explore the issues and provide their rationale for the jurisdictional allocation of the position.

5) OPTIONAL JOINT AUDIT STEP

An interim resolve from the meeting described in 2.02.02(4) may be to conduct a joint audit of the position. The Union's challenge of the position's jurisdiction shall be held in abeyance until the joint audit of the position is conducted. At the conclusion of the joint audit, the City shall notify the Union in writing within 14 calendar days of its decision regarding the jurisdiction of the position, including its rationale.

Upon receipt of the City's decision, the Union may:

- confirm its intent to terminate the review, or
- notify the City that it will make application to the Alberta Labour Relations Board for a determination of the appropriate jurisdiction of the position(s).

6) The parties may mutually agree to involve a neutral third party at any stage of

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the process. The parties will mutually agree in writing at the onset of the neutral party's review that any decision rendered by the neutral third party will be binding on the City and the Union or Unions involved.

7) The parties may mutually agree to bypass steps, return to previous steps, and/or extend the time limits contained in this process. Such agreements shall be conferred in writing.

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3 Definitions

3.01 Accredited Representative of the Union

The words "*accredited representative of the Union*" when used in this Agreement shall mean any person who has been elected or appointed to represent the membership on behalf of the Union.

3.02 Banked Time Year

The words “banked time year” when used in this Agreement shall mean the period between the first day of the first pay period and the last day of the last pay period in the payroll year.

3.03 Calendar Year

The words “*calendar year*” shall mean 12 calendar months, commencing with the first day of January and ending December 31.

3.04 Classification

The word "*classification*" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.05 Continuous Employment

The words “*continuous employment*” when used in this Agreement shall mean continuous or unbroken, permanent or probationary employment with the City.

3.06 Employee

The word “*employee*” when used in this Agreement shall mean a person assigned to a position coming within the scope of a Local Agreement.

*
3.07 Imminent Danger

The words "*imminent danger*" when used in this Agreement shall mean 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 **in their** work.

*
3.08 Interpretation

In this Agreement (unless otherwise indicated in the context):

- all words in the singular shall include the plural and all words in the plural shall include the singular.

3.09 Life Event

The words “*Life Event*” when used in this Agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous one-year period;
- Birth, adoption or change in custody of a dependent child;
- Divorce;
- Legal separation or the ending of a common-law relationship;
- Death of a spouse or dependent child;
- Loss of a spouse’s or dependent child’s coverage under the spouse’s employers’ plan;

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- Dependent no longer qualifies as a dependent under the plan; or,
- Spouse becomes eligible for benefits that are at least equivalent to the coverage provided under the City's plans.

3.10 Member

The word "*member*" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who, through the individual's employment with the City, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.11 Monthly Salary

The words "*monthly salary*" when used in this Agreement shall mean:

(Bi-weekly pay at regular rate of pay *times* 26.1) *divided by* 12 = monthly salary

3.12 Normal Retirement Age

The words "*normal retirement age*" when used in this Agreement shall mean 65 years of age.

3.13 Off Days

The words "*off days*" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.14 Part-Time Employee

The words "*part-time employee*" when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions.

*
3.15 Permanent Employee

The words "*permanent employee*" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the City or who has otherwise become permanent in accordance with the terms and conditions of this Agreement. An employee who has achieved permanent status shall not cease to be a permanent employee merely by virtue of filling another position on a temporary basis.

*
3.15.01 Permanent Part-Time Employee

A permanent part-time employee shall be scheduled a minimum of sixty (60) hours bi-weekly. A part-time employee shall not attain permanent status through continuous service unless that employee is scheduled to work more than 60 hours in each and every consecutive bi-weekly period for a 12 month period. However, such employee may attain provisional status in accordance with Article 3.20-*Provisional Employee* and Article 18-*Employee Status*.

A part-time employee who achieves permanent status shall not cease to be a permanent employee merely by virtue of intermittently working less than sixty (60) hours in a bi-weekly period.

ADDITIONAL HOURS

If a part-time employee mutually agrees with the City to work additional hours beyond their regularly scheduled hours, those hours shall not be counted towards the attainment of permanent status in accordance with Article 3.15.01-*Permanent*

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Part-Time Employee.

3.16 Permanent Position

The words "*permanent position*" when used in this Agreement shall mean a position designated by the City as permanent for the purpose of this Agreement.

3.17 Position

The word "*position*" when used in this Agreement shall mean one or a single position, encompassing a specific set of duties and/or conditions to be filled by an incumbent.

3.18 Probationary Employee

The words "*probationary employee*" when used in this Agreement shall mean an employee who is serving the required probationary period of a permanent position as a new employee.

*

3.19 Promotion

The word "*promotion*" when used in this Agreement shall mean the advancement of an employee to a position with a higher regular rate of pay than their present position.

3.20 Provisional Employee

The words "*provisional employee*" when used in this Agreement shall apply to an employee engaged in temporary service for the City who has worked the required hours pursuant to Article 18-*Employee Status* of this Agreement.

3.21 Regular Rate of Pay

WHEN USED IN PART I OF THIS AGREEMENT, the words "*regular rate of pay*" shall mean the rate of pay assigned to an incumbent of a position, within the pay range specified for the classification of such position in Appendix I-*Schedule of Wages*, or for any new classifications coming within the scope of this Agreement.

WHEN USED IN PART II – *HEALTH AND BENEFITS PLAN* OF THIS AGREEMENT, the words "*regular rate of pay*" shall mean the rate of pay assigned to a permanent/probationary employee/member for the position to which the employee/member is permanently appointed or serving the required probationary period or trial term thereof; or the rate of pay assigned to a temporary or provisional employee/member for the position to which they are staff formed.

3.22 Shift

The word "*shift*" when used in this Agreement shall mean the daily hours of work assigned to a position.

3.23 Shift Schedule

The words "*shift schedule*" when used in this Agreement shall mean a timetable of the shifts and off days assigned to a position or group of positions which commences at the beginning of a pay period and includes one complete rotation of said shifts.

3.24 Standby

The word "*standby*" when used in this Agreement shall mean the availability of an employee to report to work when called.

3.25 Temporary Employee

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The words "*temporary employee*" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary position for a pre-determined period of time and who does not have permanent or provisional status in accordance with the terms of this Agreement.

3.26 Trial Term

The words "*trial term*" when used in this Agreement shall mean the trial period of employment of a permanent employee in a permanent position coming within the scope of this Agreement.

3.27 Vacation Year

The words "*vacation year*" when used in this Agreement shall mean the period between the day after the last full pay-ending in April and the final day of the last full pay-ending in April of the following year inclusive.

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4 Managerial Responsibilities

4.01 Managerial Responsibilities

4.01.01 The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement may be decided through the grievance procedure.

4.01.02 The parties agree that there shall be no strike or lockout while this Agreement is in force.

4.02 Discipline

4.02.01 The City shall endeavour to apply discipline consistently and fairly. The Union recognizes the right of the City to discipline employees for just cause.

An employee may receive a written disciplinary report, be discharged, suspended, or otherwise disciplined for just cause.

Copies of all disciplinary reports, suspensions, discharges or other discipline shall be provided to the employee and the Union, and such documentation shall clearly indicate the exact nature of the discipline and the reasons it is being applied. Such disciplinary documentation shall be issued within 15 working days of the date the disciplinary infraction became known to the City. Should the infraction investigation require more than 15 working days, the employee will be advised through a *Notice of Investigation*, and a copy will be sent to the Union. A *Notice of Investigation* form is not discipline.

Should the employee or the Union be of the opinion that the discipline is improper, then that disciplinary action may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

* 4.02.02 Documented oral counselling forms or counselling letters shall be deemed void, for the purpose of supporting discipline, after an employee has maintained a clear record with no infractions for 12 months of active employment.

Where a supervisor issues a documented oral counselling form or counselling letter, the employee will be given a copy of such documentation.

Where the City has issued an employee a discipline report and such report includes reference to previous documented counselling, such documented counselling shall be provided to the Union as soon as reasonably possible, for informational purposes.

4.02.03 Disciplinary action (Written reprimands and Suspensions) shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for 24 months of active employment.

4.02.04 Employees are entitled to have a Union representative present during:

- meetings that the employee reasonably believes could lead to the application of discipline, and
- meetings scheduled for the purpose of applying discipline to that employee should they so desire.

The City will advise employees of their right to union representation and will set the time and date of the meeting. The employee under investigation or facing the application of discipline is responsible for arranging the attendance of a Union representative.

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4.02.05 Employees shall be entitled to have access to their employee personnel files in the Human Resources Branch and/or the employee's department at a time agreeable to the employee and the City. Employees may reply in writing to any document contained in these files which reflects upon their work performance with the City and such reply shall become part of their permanent record.

4.02.06 Grievances arising from discharges and/or suspensions shall be initiated at the Consultation Stage of the dispute resolution process. Without restricting any of its rights should a grievance proceed to a third party, and in an effort to encourage the parties to resolve disputes at the Consultation or Formal Review stage, the City agrees to provide as much of the evidence in support of the disciplinary action as possible. Such information will be provided to (or shown to) the Union representative responsible for the employee's grievance at the earliest stage possible of the dispute resolution process. The Union recognizes that in certain circumstances, some information, such as the identity of witnesses, will not be released by the City until there is a requirement to do so; that is, where the grievance is advanced to the Arbitration stage.

** 4.02.07 If an employee who is required to drive a City or Personal vehicle for work purposes has their provincial license suspended/ revoked, the employee is required to advise their supervisor/ manager prior to working their next shift if the license is still suspended/ revoked at that time. Failure to advise their supervisor/ manager may result in disciplinary action up to and including termination of employment.

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5 Union Security

5.01 Recognition

The City recognizes the Union through its accredited officers or representatives as the exclusive agent of those employees covered by this Agreement for the purpose of collective bargaining in respect to wages and conditions of employment.

* 5.02 No Discrimination

The parties agree that there shall be no discrimination against any employee by reason of age, race, creed, colour, ancestry, place of origin, political or religious affiliation, gender identity, gender expression, physical disability, mental disability, sexual orientation, family status, or marital status, nor by reason of their membership or activity in the Union, except where otherwise provided for by the provisions of this Agreement or by countermanding legislation.

5.03 Check-Off of Union Dues

The City agrees to deduct from the wages of all employees covered by this Agreement union dues as shall be decided by the Union, subject to the provision that the Union shall specify the dues' deduction desired in terms of either a standard formula or a standard dollar value which is to be deducted from all employees. Where the Union indicates an alteration of the dues' structure is required, the Union shall provide written notice to the City of the alterations desired not less than 30 days prior to the desired implementation date. Deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period together with a list of employees from whom deductions have been made.

5.04 Employee Information Reports

The City shall provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction:

- a list of employee names, telephone numbers and addresses (street and e-mail, where available) in June and December each year;
- a list of retiring employees and current year retirement dates, in December of each year; and
- a list of employees who terminated in the previous year by reason of "Retirement" and who have been rehired by the City, including the classification to which they were rehired (upon request).

This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the City of Edmonton.

The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

5.05 List of Union Officials

The Union shall inform the City in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the City in writing of any changes to such list on receipt of same by the Union.

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* 5.06 Union Access to Work Areas

Upon approval of the Department Head or designate, representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working, provided said representatives inform the Department Head or designate of their reason for access and such access does not interfere with the regular operation of the department or section thereof.

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6 Working Conditions

6.01 Hours of Work

* 6.01.01 Subject to the specific provisions of this Agreement, employees shall be scheduled up to 12 hours per day, averaging 40 hours per week over one complete shift cycle (up to 12 weeks). Days off will be consecutive, where practicable.

** 6.01.01.01 Breaks

Rest Breaks

Employees shall be permitted a rest break in each shift. The rest period can be taken in 15 minute increments if operationally feasible. The duration of such rest breaks (excluding the meal break) shall be:

- For shifts that are 8 hours or longer - 30 minutes
- For shifts that are 10 hours or longer - 40 minutes

Meal Break

Employees shall be provided with adequate time off for an unpaid meal break (30 to 60 minutes). Paid meal break (20 minutes), shall be provided where:

- the employee is required to remain on site or,
- if the majority of the shift falls between 16:00 and 06:00.

* 6.01.02 Employees who must pick up vehicles at the garage and arrive at the job site by the normal commencement time of their shift and leave their job site at the normal completion time of their shift to return the vehicle to a City garage or yard will be paid 15 minutes in the morning and 15 minutes at night at 2 times the regular rate of pay for such duties. Where an employee is required to pick up or return a vehicle in excess of 15 minutes prior to or on the completion of their shift, they will be paid 30 minutes at the commencement and 30 minutes at the normal completion of their shift at 2 times the regular rate of pay for such duties.

* 6.01.03 Wash-Up Time

Employees working in direct contact with raw sewage will be allowed wash-up time of 10 minutes before lunch and 10 minutes before the end of the shift, unless adequate wash-up facilities are provided at the job site.

* 6.01.04 Shift Schedules

All shift schedules shall be posted and maintained in a prominent place readily available to the employees concerned. Shift schedules shall adhere to all regulations in this Agreement unless prior agreement by the Union has been obtained in writing.

** Current employee shift schedules (with average hours of work not exceeding 40 per week over the averaging period) previously approved in accordance with 2/3 majority employee support will remain in effect unless changes are made in accordance with clause 6.01.04.03

** 6.01.04.01 Changing Off Days:

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Newly developed shift schedules shall be posted 7 working days prior to implementation.

** 6.01.04.02 Changing Shift Start and End Time - total daily hours of work do not change:

Except as provided in 6.01.04.02.01, 24 hours notice must be given of the change prior to the commencement of the new start and end time. There also must be a minimum of 8 hours between shifts and the employee must not have worked previously in the same calendar day of the first shift worked.

If any of the conditions above are not fulfilled, the employee will receive overtime pay at 2 times their regular rate of pay for the first shift worked.

** 6.01.04.02.01 Special Hours of Work Requirements

Start and end times may be adjusted with as much notice as possible for the following operations listed herein:

- golf course maintenance,
- chemical spraying operations,
- receiving and shipping of plant material,
- Street Marking, and Spring Sweeping Program (if required),
- regional landfill hauling, and
- snow removal around facilities.

It is understood that the ability to provide minimum notice will vary due to the nature of these work assignments (for example, the need to ensure optimum weather conditions).

** 6.01.04.03 New Shifts Schedules - total daily hours of work are changing:

Where a newly developed shift schedule changes the total daily shift duration it will be developed in compliance with relevant provisions of the Employment Standards Code, as amended. The City recognizes the importance of engaging the Union and affected employees and will initiate a consultation process to share relevant information and discuss concerns and suggestions for improvement. Consultation shall not extend beyond 30 calendar days from the date of the City's written notice to initial consultation, unless there is other mutual agreement between parties. Any Consultation meetings shall involve appropriate City representatives and up to four (4) Union representatives. During consultation, the scheduled daily and weekly hours of work can be discussed.

Affected employees will be provided with a minimum of 60 calendar days notice of the shift schedule change, unless a more abbreviated notice period is mutually agreed, which shall be no less than 2 weeks. Employees will be advised as to the number of hours scheduled for each shift and the number of weeks in the averaging period (if applicable).

6.02 Overtime Work

(See Letter of Understanding *Inclement Weather Make-Up Time for Non-Permanent Employees*

6.02.01 When the City requires overtime work, it shall first determine if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the

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City be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs. The City shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.

6.02.02 Where an employee is required to work hours in excess of their shift, they shall be paid 2 times their regular rate of pay for such hours worked.

6.02.03 An employee called out for emergency work outside their shift, but not immediately preceding it, shall receive not less than 2 hours pay at 2 times their regular rate of pay. Calls within 2 hours of each other shall be considered as one call for the purpose of computing minimum pay for an employee called out.

6.02.04 Where an employee is required to work overtime and receives less than 4 consecutive hours off duty in the 11 hour period immediately prior to the commencement of their regular hours of work, that employee shall continue to be paid at 2 times their regular rate of pay for the hours worked, until such time as they are relieved from duty, for not less than 4 consecutive hours. An employee relieved from duty shall be paid at their regular rate of pay for their regular hours of work which fall within the prescribed relief period.

6.02.05 An employee required to work overtime following the completion of their scheduled hours of work shall be eligible for a lunch break of ½ hour without loss of pay, following completion of 2 hours overtime, provided overtime is to continue. If the conditions of the service require otherwise, the supervisor shall assign the lunch period. In the event that overtime continues, such an employee shall become eligible for further lunch breaks, without loss of pay, at intervals of 4 consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of 2 hours of such overtime work.

* 6.02.06 Where an employee has been designated by the City to perform work via remote access or telephone they will be paid at overtime rates for work performed outside of work hours. When an employee performs this work during the 06:00 to 22:00 (6 am – 10 pm) period, they will be paid at overtime rates for the time worked. Should the employee perform this work 3 or more times during this time interval, they shall receive no less than a total of ½ hour of pay at overtime rates. When an employee performs this work during the 22:00 to 06:00 (10 pm – 6 am) period, they will be paid at overtime rates for the time worked. Should the employee perform this work 2 or more times during this time interval, they shall receive no less than a total of ½ hour of pay at overtime rates.

6.03 Banked Time

(See Letter of Understanding *Cold Weather Banked Time Credits – Construction Project Inspectors and Roadway Maintenance employees*

* 6.03.01 An employee shall have the option to receive overtime, or pay for work on off days, or pay for work on statutory holidays:

- at their regular rate of pay and credit an equal dollar amount to their banked time; or
- to credit the total dollar amount to their banked time.

At an employee's option, the dollar amount of stand-by pay may also be credited to banked time.

6.03.02 An employee may bank up to the time equivalent of 160 hours. Where the

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employee's banked time balance is reduced (i.e. paid time off or payouts) the employee may re-accumulate credits up to the 160 hour limit.

6.03.03 The time equivalent of dollar amounts in an employee's overtime bank shall be scheduled as time off, as mutually agreed to by the employee and the City, and will be up to 80 hours per calendar year. No employee shall be permitted to use banked time credits as time off if such employee has unused vacation credits in excess of the maximum permitted by City policy.

Banked time (partial days) used in accordance with Article 6.09-*Reporting Pay,* or with clause 27.05, shall not count toward the employee's annual maximum of 80 hours paid time off.

* 6.03.04 The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's banked time by the employee's regular rate of pay at the time the banked time is to be taken. Should the time equivalent of an employee's banked time be reduced as a result of a rate change, the employee will be entitled to make up the difference such that their bank does not exceed the maximum 160 hours at the new rate.

6.03.05 Banked Time Payouts

An employee's banked time credits may be paid out, instead of taken as time off, only if a minimum of 24 hours is paid out. If circumstances warrant, the City may approve a payout of less than 24 hours of banked time, but only where the employee's entire balance is paid out.

6.03.06 An employee shall be allowed to carry over banked time to succeeding banked time years.

6.03.07 Overtime hours earned by Community Peace Officers who voluntarily work special civic events shall be paid out in every case.

6.04 Pay for Work on Off Days

An employee required to work on an off day shall be paid at 2 times their regular rate of pay for all hours worked. The provision for minimum call-out time specified in clause 6.02.03 and the overtime continuance provision specified in clause 6.02.04 shall be applicable in this section.

6.05 Pay for Work on Statutory Holidays

6.05.01 An employee required to work on a recognized statutory holiday for which they are eligible shall be paid 2 times their regular rate of pay for each hour worked.

6.05.02 The provision for the minimum call-out time specified in clause 6.02.03 and the overtime continuance provision specified in clause 6.02.04 shall be applicable in this section.

6.05.03 The provisions in this section of the Agreement shall supersede the provisions of the sections of this Agreement covering overtime and off day premium.

6.06 Temporary Change of Duties

(See Letter of Understanding *Overtime Requirements - Roadway Maintenance*)

6.06.01 On each occasion an employee is appointed to relieve for 2 hours or more in a supervisory position having a higher regular rate of pay than that which they regularly hold they shall be paid the regular rate of pay established for the higher position for the whole of the relief period.

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In instances where multiple rates have been assigned to the position to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said position which allows for a minimum of the next higher rate above their regular rate of pay of their staff-formed position, as outlined in Appendix I-*Schedule of Wages*.

6.06.02 All employees shall be assigned to a position which has assigned to it a regular rate of pay according to the classification of such position. When an employee works 2 or more hours per shift at work other than that which corresponds to the classification of their assigned position, they shall be paid the regular rate of pay of the classification of the work performed for the time they are engaged in such work. However, when an employee works in a specific higher classification for 6 or more hours of an 8 hour shift, they shall receive the higher rate of pay for the entire 8 hour shift.

6.06.03 Overtime work shall be compensated at the employee's regular rate of pay unless the employee has been compensated for their full shift at a higher classification and continues in such classification for the duration of the overtime work, or where the employee works 2 hours or more at work of a higher classification.

6.07 Shift Differential

* 6.07.01

AFTERNOON SHIFTS

Those employees who work a scheduled shift ½ or more of which falls between 16:00 and 24:00 hours (4:00 p.m. and 12:00 midnight) shall receive a shift differential of $1.20 per hour for said shift.

MIDNIGHT SHIFTS

Those employees who work a scheduled shift ½ or more of which falls between 24:00 and 08:00 hours (12:00 midnight and 8:00 a.m.) shall receive a shift differential of $1.60 per hour ($1.75 effective January 5, 2020) for said shift.

An employee shall not be eligible for shift differential for hours worked at premium rates, with the only exception being that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

6.07.02 Shift differential shall be applicable to all classifications working shifts, except Heavy Duty Custodial Workers.

6.08 Reporting Pay

(See Letter of Understanding *Inclement Weather Make-Up Time for Non-Permanent Employees*)

The provisions of this article shall only apply to those periods which are unforeseen and intermittent, and shall not be construed as a layoff.

6.08.01 Employees who:

- report for work and are sent home before engaging in work; or
- are instructed by a supervisor not to report for work,

shall be paid 2 hours reporting pay in accordance with the following:

6.08.01.01 Permanent employees shall be paid reporting pay at the regular rate of pay for the position to which they are permanently appointed or serving a required probationary period or trial term thereof.

6.08.01.02 Provisional employees and temporary employees shall be paid reporting pay

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at their regular rate of pay for the position to which they are appointed.

6.08.01.03 The provisions of clause 6.09.01 shall not apply for any part of a period in excess of 5 consecutive working days except when such period is due to weather conditions.

6.08.02 Reporting pay applies when an employee reports for work and is advised that a full shift of work cannot be provided that day. Such employee may be required to attend departmental seminars on work procedures, training or safety, or may be provided with 2 hours of work before being relieved of duty.

6.08.03 An employee who reports for work and is employed, or required to attend a seminar for greater than 2 hours in any ½ day before being released from duty, shall receive 4 hours pay at their regular rate of pay.

6.09 Standby Service

Standby service may be maintained as required in the departments coming within the scope of this Agreement.

6.10 Standby Pay

6.10.01 Employees held on standby shall be paid for standby service on the following basis:

6.10.01.01 *Evening to morning*: 1 hour at the employee's regular rate of pay.

6.10.01.02 *Off days*: 2 hours at the employee's regular rate of pay.

6.10.01.03 *Statutory holidays*: At their regular rate of pay, at the rate of 1 hour in every 6 for those hours held on standby on that recognized statutory holiday.

6.10.01.04 When an employee is called out to the worksite, they shall be paid the applicable overtime rate for any work done, as specified in Articles 6.02-*Overtime Work*, 6.04-*Pay for Work on Off Days*, and 6.05-*Pay for Work on Statutory Holidays*.

6.10.01.05 The department shall also pay each employee on standby, who is charged with the care of a City vehicle, $4 per month for care of such vehicle, provided however, that where the City requires that the vehicle be kept in a heated garage, the City shall pay to that employee $18 only per month for care of such vehicle.

6.11 Disinterment Allowance

* Disinterment allowance is paid to an employee handling human remains. Those employees who are required to disinter buried cremated remains in City-owned cemeteries shall receive an allowance of $50 per occurrence. Those employees who are required to disinter buried bodily remains in City-owned cemeteries shall receive an allowance of $150 per occurrence. On each occasion that an employee is required to perform a disinterment, such employee shall be provided with a pair of disposable coveralls. The City shall provide adequate wash-up time for employees required to disinter bodies.

6.12 Weekend Work Premium

6.12.01 An employee who works a scheduled shift, the major portion of which falls on a Saturday, shall be paid at 1-1/8 times their regular rate of pay for those scheduled hours only, provided that said Saturday does not constitute one of

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their off days, a recognized statutory holiday, or an overtime shift.

6.12.02 An employee who works a scheduled shift, the major portion of which falls on a Sunday, shall be paid at 1-1/8 times their regular rate of pay for those scheduled hours only, provided that said Sunday does not constitute one of their off days, a recognized statutory holiday, or an overtime shift.

6.13 Diving Allowance

Qualified personnel performing assigned diving duties shall be paid the following allowances in addition to their regular pay:

- $10 per hour for each hour spent diving;
- $5 for each day.

6.14 Spray Painting Allowance

Those tradesman painters who are required to do spray painting shall, when so engaged, have their regular rate of pay increased by $0.25 per hour.

* 6.15 Equipment Operator and Truck Driver Premium

Those employees within the Truck Driver II or Truck Driver III classifications who are performing sanding or speed plow duties shall be paid a premium of $1.00 per hour while performing such work.

Those employees within the Equipment Operator III classification who are performing grading duties with a wing attachment shall be paid a premium of $1.00 per hour) while performing such work. This premium will also be paid while travelling by grader with a wing attachment.

6.16 Training Premium

6.16.01 Equipment Operator/Truck Driver Field Training Premium

Employees assigned to provide practical field training in the operation of equipment and trucks in the classification of:

- Equipment Operator I, II, III;
- Truck Driver III, IV, V; and
- Refuse Collector II, III and IV,

shall be paid a premium of $1 per hour while performing such work.

6.16.02 Arena Attendant Training Premium

Labourers assigned to Arenas who provide on-the-job equipment training shall be paid a premium of $1 per hour while performing such work.

6.16.03 Community Standards Field Training Premium

Community Standards Park Rangers (Job Code 0015), Animal Control Officers (Job Code 0003), and Community Standards Peace Officer IIs (Job Code 2119), who are selected as Field Training Officers for the purpose of delivering practical training to newly hired employees and assessing field application of required knowledge and skills shall receive an additional premium of $1.50 per hour for the duration of the designated training period.

6.17 Refrigerant Removal Premium

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A premium of $1.80 per hour will be paid to trained and certified Edmonton Waste Management Centre employees, in addition to their regular hourly rate of pay, for each hour employees are directly engaged in the removal of refrigerants.

6.17.01 Temporary and Provisional Labourers who are:

- trained and fully certified and
- not yet at the "thereafter" rate in the wage schedule,

shall be compensated at the "thereafter" Labourer rate plus the premium of $1.80 per hour, only for the period of time they are engaged in refrigerant removal.

6.18 Aerial Bucket Truck Premium

A premium of $1.20 per hour will be paid to Forestry employees who are assigned to an Aerial Bucket Truck (self-contained unit). The premium will be paid in addition to the employees' regular hourly rate of pay for the duration of each shift or partial shift that the employees are assigned duties involving the operation of the self-contained units.

** 6.19 Homeless Camp Clean-up Premium

A premium of $2.00 per hour will be paid to employees (Labourers and Crew Leaders) assigned by an authorized management representative to actively remove rudimentary makeshift shelters, shacks, tents and related materials (Biohazards, blood, bodily fluids, sharps, weapons, drugs etc.). The shelters and associated materials are not portable or moveable and are comprised of more than conjoined shopping carts. The camps will typically have been in place for more than one twenty four hour period.

The camps may be comprised of a single large site, multiple satellite or smaller sites. These camps are not in places intended for human habitation and may be located on public land such as sidewalks, road right of ways, squares, parks, forests, river valley etc. This work is performed with the support and presence of Edmonton Police Service personnel, Parks Rangers or other enforcement agencies.

The premium will be paid in addition to the employee's Regular Rate of Pay (hourly) for the duration of each shift or partial shift that the employees are assigned homeless camp clean-up duties directly.

Work that is ineligible for the premium includes: Transport to and from clean-up site(s), disposal of refuse collected on site(s), hotspot routing (scouting for camps), preparation for clean-up, training, orientation and duties that are associated with the assigned job Classification.

6.20 Court Time

When an employee is required to attend Court on behalf of the City outside of scheduled daily hours, the employee's shift may be amended to accommodate the appearance, as mutually agreed between the employee and the City.

6.20.01 If the shift has not been amended, and the court appearance begins or extends into off-hours, an employee will receive overtime as outlined in Article 6.02-*Overtime Work* for the excess hours worked.

6.20.02 If the appearance is on an off day, and the shift has not been changed, the

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employee will receive a minimum of 2 hours pay at overtime rates as outlined in Article 6.02-*Overtime Work*, or the actual time of the court appearance at overtime rates, whichever is greater.

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7 Remuneration

7.01 Wages

7.01.01 The rate of pay established in Appendix I-*Schedule of Wages* shall apply during the term of this Agreement. Employees shall be paid on or before every second Tuesday.

7.01.02 Should the City experience difficulty recruiting employees for trades classifications due to the rates of pay required by the marketplace, the City shall have the right to set *Out of Schedule* wage rates above the pay rates outlined in Appendix I-*Schedule of Wages*. The Union will be notified of *Out of Schedule* classifications, pay rates and changes thereto. All incumbents in classifications identical to those adjusted due to the market, will be moved up to the *Out of Schedule* wage rate. Increments, if applicable, will be earned in accordance with the Schedule of Wages. Employees receiving *Out of Schedule* wage rates will be given 6 months notice, in writing, of any reduction or cancellation of the *Out of Schedule* rates and will be returned to their normal rate in accordance with Appendix I-*Schedule of Wages*.

7.01.03 An employee who, for any reason other than paid vacation leave, has been absent or unable to perform their assigned duties for a period of 30 or more consecutive calendar days shall have their anniversary date, for wage increment adjustment purposes, extended by the number of consecutive calendar days of such absence.

7.01.04 Should the City issue an employee with an incorrect pay cheque and/or entitlements, then the City shall consult with the employee and after consultation, the City shall make the necessary monetary or entitlement adjustment.

7.02 Retroactive Pay

7.02.01 Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, which are accumulated on the basis of the regular rate of pay or any application thereof, provided they apply for same in writing within 60 calendar days of the effective date of this Agreement.

* 7.02.02 Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to December 23, 2018, based on their employment in a classification or classifications listed in Appendix I-*Schedule of Wages* of this Agreement, in accordance with the following:

NOTE: The parties agree that for this Agreement retroactivity of wages will be as specifically provided for in the Memorandum of Agreement signed in respect to Appendix I-*Schedule of Wages*.

7.02.02.01 the percentage increase to the regular rate of pay for paid straight-time hours;

7.02.02.02 the percentage increase to the overtime rate of pay (regular rate of pay times 2) for hours worked at the overtime or off day premium;

7.02.02.03 the percentage increase to the rate of pay at the existing statutory holiday premium (regular rate of pay times 2) for scheduled hours worked on a statutory holiday.

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* 7.03 Fully Qualified Tradesperson

A tradesperson:

- who is qualified in separate and distinct trades and
- who is required by the City to utilize those qualifications in the course of their duties

shall be reimbursed 5% higher than the highest regular rate of pay listed in Appendix I-*Schedule of Wages* of this Agreement, which is paid to tradesmen qualified in the trades required.

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8 Fringe Benefits

8.01 Statutory Holidays

All employees shall receive the recognized statutory holidays for which they are eligible either:

- as a day off with pay, or
- other day off with pay in lieu of such statutory holiday, or
- pay in lieu of such statutory holidays.

8.01.01 In order to be eligible for the statutory holiday, employees must be:

1) available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or

2) on approved leave for a period of 10 working days or less duration.

Exceptions - Employees who are:

a) absent from employment without the City's consent, or

b) on an approved leave without pay for a period greater than 10 working days,

shall not be eligible for statutory holiday pay.

Further to 8.01.01(2), the following limitations apply:

- If the leave is a result of a compensable accident, the affected employee shall only be eligible for the statutory holiday if the period of leave commences after the observed date of the statutory holiday.
- If the statutory holiday or lieu day occurs during a period of sick leave that is 10 working days or less, the employee shall receive such day paid as a statutory holiday and the remaining days shall be paid from accumulated sick leave entitlement.

* 8.01.02 Where the City designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day.

In the event that this is not consistent with the operational requirements of the department, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and their supervisor.

If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday, or the employee may elect to bank such pay in accordance with the provisions of Article 6.03-*Banked Time*.

The implementation of these provisions shall not be considered to be a layoff.

8.01.03 The statutory holidays, as specified shall be observed by the parties to this Agreement on the normal calendar day of occurrence, or the legal date for observance of the statutory holiday established by legislation, or a day designated by the City.

8.01.04 Employees shall be eligible for the premium pay provisions of Article 6.05-*Pay for Work on Statutory Holidays* on the normal calendar day, or the legal date for observance of the statutory holiday established by legislation. Premium pay provisions shall not apply under any circumstances to a day in lieu of the actual statutory holiday as may be established by the City.

8.01.05 Where the City:

- designates a day in lieu of the actual statutory holiday for the majority of its employees; and
- an employee is assigned such day off with pay; and

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- because of conditions of the service the employee is required to report to work,

such employee shall receive the off day premium as provided in Article 6.04-*Pay for Work on Off Days* unless the employee has received five (5) working days notice of such change.

8.01.06 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, provisional, and probationary employees shall be entitled to the holidays specified provided they meet the terms and conditions set out in this section.

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1, or July 2 when July 1 is a Sunday)
- Civic Holiday *(Heritage Day)*
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day (December 26), and
- any other holiday which the City allows employees as a whole.

8.01.07 Temporary employees who have completed 30 calendar days of continuous service immediately prior to the statutory holiday or have completed 30 working days with the City in the preceding 12 months shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable).

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (July 1, or July 2 when July 1 is a Sunday)
- Labour Day
- Thanksgiving Day
- Remembrance Day, and
- Christmas Day

* 8.01.08 Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary, or permanent and shall be entitled to receive such statutory holiday pay in accordance with the Employment Standards Code.

8.01.09 An employee shall not be eligible for shift differential for hours worked at premium rates, with the only exception being that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

8.02 Annual Vacation Leave

The vacation year for employees within the jurisdiction of CUPE Local 30 shall be the period between the day after the last full pay ending in April and the final day of the last full pay ending in April of the following year inclusive.

8.02.01 Vacation Entitlement for Permanent or Probationary Employees

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A permanent or probationary employee shall be eligible for paid vacation leave in accordance with the following provisions.

Years of Continuous Employment with the City	Vacation Entitlement (the lesser of the following)
1 or more than 1	15 working days OR 120 working hours
8 or more than 8	20 working days OR 160 working hours
17 or more than 17	25 working days OR 200 working hours
23 or more than 23	30 working days OR 240 working hours

A permanent or probationary employee who has not completed a full year of service with the City prior to the commencement of the vacation year, shall be entitled to receive the portion of their earned vacation which was earned prior to the commencement of the vacation year in accordance with the following provision provided that the employee entering the employ of the City after the 15th day of any month shall be considered to have entered the following month to determine their entitlement under these provisions.

Continuous Service Prior to Vacation Year	Pro-rata Entitlement, Permanent and Probationary (the lesser of the following)
12 months	15 working days OR 120 working hours
11 months	14 working days OR 112 working hours
10 months	13 working days OR 104 working hours
9 months	11 working days OR 88 working hours
8 months	10 working days OR 80 working hours
7 months	9 working days OR 72 working hours
6 months	8 working days OR 64 working hours
5 months	6 working days OR 48 working hours
4 months	5 working days OR 40 working hours
3 months	4 working days OR 32 working hours
2 months	3 working days OR 24 working hours
1 month	1 working day OR 8 working hours

It is understood that vacation entitlement shall be paid at the employee's regular

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rate of pay for the position to which the employee is permanently appointed or is serving the required probationary period thereof.

8.02.02 Vacation Entitlement for Provisional or Temporary Employees

A provisional or temporary employee shall be eligible for paid vacation leave in accordance with the following provisions.

A temporary or provisional employee with less than 5 years of continuous service as defined by the Employment Standards Code, shall be eligible for paid vacation leave equal to the lesser of 10 working days or 80 working hours upon completion of 1 year of service with the City.

An employee who is terminated and who has not received any vacation leave shall receive four 4% of their earnings at the regular rate of pay for the period between their last date of hire and the termination of employment.

An employee who receives vacation leave and who is subsequently terminated shall receive 4% of their earnings at the regular rate of pay for the period since the last date of hire less the monetary value of vacation days taken.

After 5 years of continuous service as defined by the Employment Standards Code, the vacation pay rate shall increase from 4% of earnings to 6% of the employee's earnings.

In the event that vacation leave is granted to such employees, it shall be granted in accordance with the following schedule.

Continuous Service Prior to Vacation Year	Pro-rata Entitlement, Temporary and Provisional (the lesser of the following)
12 months	10 working days OR 80 working hours
11 months	9 working days OR 72 working hours
10 months	8 working days OR 64 working hours
9 months	8 working days OR 64 working hours
8 months	7 working days OR 56 working hours
7 months	6 working days OR 48 working hours
6 months	5 working days OR 40 working hours
5 months	4 working days OR 32 working hours
4 months	3 working days OR 24 working hours
3 months	3 working days OR 24 working hours
2 months	2 working days OR 16 working hours
1 month	1 working day OR

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Continuous Service Prior to Vacation Year	Pro-rata Entitlement, Temporary and Provisional (the lesser of the following)
	8 working hours

8.02.03 An employee shall be entitled to vacation credits commensurate with the employee's status as a temporary, provisional, probationary, or permanent employee and the employee's vacation pay shall be based on their regular rate of pay. In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with the number of hours requested.

Part-time employees shall be paid vacation credits to which they are entitled at the regular rate of pay for hours which shall be determined as *the average weekly number of hours worked by the employee in the 8 weeks preceding the scheduled vacation, divided by 5.*

8.02.04 Temporary or Provisional Service Credits

When a full-time temporary or provisional employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the City as a full-time provisional or temporary employee and dividing by 26.1. The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in Article 8.02.02-*Vacation Entitlement for Provisional or Temporary Employees*. However, the months employed as a temporary or provisional employee which occur prior to a break in employment of 12 continuous months will not be used in ascertaining years of service for vacation leave purposes.

8.02.05 Part-Time Service Credits

When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the City as a part-time employee in a calendar year, and dividing by the yearly number of hours worked by full-time employees in similar positions. The result thus obtained shall constitute the years of service and these added to subsequent years of continuous service, shall constitute the years of continuous service for vacation entitlement purposes as provided in Article 8.02.01-*Vacation Entitlement for Permanent or Probationary Employees*.

However, part-time employment which occurred prior to a break in employment of 12 continuous months will not be used in ascertaining years of service for vacation leave purposes.

8.02.06 An employee shall receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the City.

* 8.02.07 Selection of Vacation

Insofar as the efficient operation of a department will permit, employees shall have the right to choose the period of vacation according to their duration of continuous employment with the City.

If, in the opinion of the Department Head, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the

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department, the Department Head will give such employee at least 1 month's notice thereof, where practicable, and such employee shall have the right to choose an alternative period. In the event that the employee does not choose an alternative period, the Department Head shall assign the vacation period.

A list showing the vacation allowance which employees will be eligible for in the succeeding vacation year will be posted on appropriate bulletin boards by February 1 of each calendar year. Any employee who fails to indicate a choice by March 15 will have waived their right to choose their vacation period over other employees.

Between March 16 and April 1, the vacation time schedule for all eligible employees will be completed and posted in each department. The employee's duration of continuous employment with the City will be given preference in the preparation of this schedule, but will apply to only one vacation period each vacation year.

8.02.08 Temporary, Provisional, and Part-Time Employee Vacation Leave Without Pay

Temporary and provisional employees shall be paid their vacation leave entitlement on a bi-weekly basis.

Part-time employees shall be paid their vacation leave entitlements; such payment will be provided in the pay period following the one in which it is earned.

8.02.08.01 Where operationally feasible, the City will consider Leave Without Pay requests from non-permanent employees so that they may have a vacation period. Where non-permanent employees have worked 10 months or more in the previous calendar year, the employee may request a leave of absence without pay in an unbroken period as follows:

- up to 10 days in duration after 1 year of continuous service; then
- up to 15 days in duration after 5 years of continuous service, as defined by the Employment Standards Code.

Where non-permanent employees have worked in more than one department, leave without pay requests will only be considered by the employee's home department.

* 8.02.09 Promotion or Transfer and Vacation Selection

An employee promoted or transferred from one department or from one section to another shall not exercise their duration of continuous employment for the purpose of vacation choice during the first vacation year of employment in the department or section.

8.02.10 Vacation Carry Over

Subject to City policy, an employee may be permitted to carry over vacation to the next vacation year. If a permanent employee is unable to take the vacation to which they are entitled in any vacation year because of sickness and/or accident, they shall carry over their entitlement to the following vacation year or succeeding vacation years.

8.02.11 Early Usage of Increased Entitlement

An employee may be entitled to take vacation leave to the maximum of their earned vacation leave. During the vacation year in which the employee is eligible

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for increased vacation entitlement, and thereafter, the employee may use such increased vacation entitlement prior to their anniversary date. In the event that such increased vacation entitlement is used prior to their anniversary date, and the employee leaves the service of the City prior to the employee's anniversary date, the provisions for recovery of advanced vacation credits as found in this Agreement shall apply.

8.02.12 Termination of Employment

On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at the employee's regular rate of pay. In case of death, payment shall be made to the employee's estate. The City shall recover any vacation leave advanced to the employee from any monies which are owed to the employee.

8.02.13 Statutory Holiday During Annual Vacation Leave

If a recognized holiday for which an employee is eligible occurs during a period of annual vacation leave of that employee, the employee shall receive equal time off with pay, or pay in lieu thereof, at the discretion of the City.

8.02.14 Absence Without Pay

An employee who has been absent from work without pay shall cease to earn vacation credits commencing with the first complete pay period of such absence and continuing until the employee returns to work.

8.02.15 Disability Leave

A permanent or probationary employee absent because of occupational or non-occupational disability shall earn vacation credits in accordance with the following:

8.02.15.01 A permanent or probationary employee absent because of occupational disability for a period in excess of 180 consecutive calendar days, shall cease to earn vacation credits after the 180th calendar day until the employee returns to work.

8.02.15.02 A permanent or probationary employee who is in receipt of Income Protection benefits shall continue to earn vacation credits.

8.02.15.03 A permanent or probationary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.

8.02.16 Confinement to Residence or Hospital During Vacation

If an employee produces evidence within 24 hours of their return to work, satisfactory to the City, proving that they were incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of 3 working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of the City. The conversion of vacation to income protection will only be considered if the employee had reported the disability to the City during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Union.

NOTE: Such evidence must have been obtained during the period of disability

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and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

8.02.17 Bereavement

A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.

8.03 Leave of Absence

* Leave of absence consistent and in accordance with provincial and federal legislation may be granted to the employee, without pay, at the discretion of the City.

Employees may request, and may be approved to utilize, vacation credits or banked time to attend to short-term emergent family situations.

8.03.01 Employment for Gain

An employee engaged in other employment for gain without the express written consent of the City while on leave of absence shall be deemed to have automatically terminated their service with the City.

* 8.03.02 Compassionate Care Leave

Compassionate care leave shall be granted by the City, in accordance with *Employment Standards Code* requirements, to a primary caregiver who is caring for a seriously ill family member at risk of death within 27 weeks.

8.03.02.01 Compassionate care shall be applied for in writing, at the earliest possible date, allowing for 2 weeks notice prior to the start date of the leave, when circumstances permit. Employees must provide a certificate issued by the physician caring for the ill family member. The medical certificate must include information to confirm eligibility for the leave as outlined in the *Code.*

8.03.02.02 The employee may elect to continue to participate in the City's benefit plans in accordance with the provisions of Article 8.03.10 *Participation in Benefit Plans While on Leave of Absence.*

8.03.02.03 Employees returning from Compassionate Care leave will return to the position held prior to the leave or a comparable position.

8.03.02.04 In the event the family member passes away during the period of Compassionate Care leave, the leave expires and the employee is entitled to Bereavement as outlined in Article 8.03.03 *Bereavement Leave.*

8.03.03 Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, in accordance with the following:

* 8.03.03.01 When death occurs in the employee's immediate family - that is,

- current spouse/common-law partner,
- child/ward,
- parents/legal guardian

the employee, on request, shall be excused for up to any 5 regularly

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scheduled consecutive working days without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the date of death.

Notwithstanding the above, where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods within the 12 month period. Such request is subject to the approval of the City. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

* 8.03.03.02 **When death occurs involving one of the following persons:**

- grandchild,
- parent of current spouse,
- brother,
- sister,
- brother-in-law,
- sister-in-law,
- son-in-law,
- daughter-in-law, or
- a related dependent of the employee.

The employee, on request, shall be excused for up to any 3 regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of death.

* 8.03.03.03 **When death occurs involving one of the following persons:**

- grandparent, or
- grandparent of current spouse

The employee, on request, shall be excused for up to 1 regularly scheduled working day without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

* 8.03.03.04 When death occurs involving a person related more distantly than those listed in 8.03.03.01, 8.03.03.02, or 8.03.03.03 above, the employee shall be granted one-half day without loss of pay at the employee's regular rate of pay upon request. Such leave shall be taken within 12 months of the death. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to 1 day.

* 8.03.03.05 Temporary or Provisional Employees

Eligible provisional or temporary employees shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is appointed, in accordance with the following:

When death occurs in the employee's immediate family - that is,

- current spouse/common-law partner
- child/ward,
- parents/legal guardian

the employee, on request, shall be excused for up to any 2 regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay.

Notwithstanding the above, where special circumstances exist, an employee may request the Bereavement Leave be divided into two (2) periods within six (6) months of the death, provided such leave shall not extend beyond the

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scheduled end of their temporary employment. Such request is subject to the approval of the City. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

Eligible employees are defined as:

- active provisional full-time status employees; and
- active temporary full-time status employees with a minimum of 6 months service.

* 8.03.03.06 The term "*extenuating circumstances*" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.

8.03.03.07 A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

8.03.03.08 Should additional time be required due to extenuating circumstances, employees may be approved to utilize vacation credits or banked time, or be granted leave without pay, upon request.

8.03.04 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the City.

8.03.05 Maternity/Parental Leave

* 8.03.05.01 A pregnant employee who is either permanent or has been employed with the City for a period of at least 90 days, upon their application to their Department Head. Except where otherwise specified in the Employment Standards Code, the City will be under no obligation to provide future employment if:

- the employee fails to make an application for maternity leave; and
- the employee fails to report for work, and
- the City is unable to reach the employee, or does not receive a satisfactory explanation for the absence.

8.03.05.02 Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.

* 8.03.05.03 Employees who are members of the City's Disability Plans and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may qualify for Supplemental Unemployment (SUB PLAN) benefits for the duration of the valid, health-related period, subject to the terms of the SUB PLAN. In any event, receipt of SUB PLAN benefits will begin no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Such employees who do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

NOTE: For the purposes of this Section, the City's Disability Plans shall include the Income Protection Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.

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"Valid *health-related portion*" shall mean that period of an eligible employee's pregnancy prior to and following childbirth, during which **the employee** is disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

* 8.03.05.04 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than 6 weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to 12 weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of their position or such alternative position which may be available, for which the employee is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.

* 8.03.05.05 Maternity leave shall be in accordance with the provisions in the Employment Standards Code which is up to 16 weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to 62 additional weeks of unpaid parental leave, for a combined total of 78 weeks leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.

* 8.03.05.06 An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.

8.03.05.07 Whenever the employee is absent for more than the approved period of maternity and/or parental leave, unless the absence is due to unforeseen or unpreventable circumstances the employee shall automatically be deemed to have terminated employment when the said period expires.

8.03.05.08 An employee returning from maternity and/or parental leave within the approved period shall be given the same position, if available, or a comparable position, at the employee's former rate of pay, provided notice of return to work is given to the City. As much notice as possible should be given, but in any event, the notice period shall not be less than 4 weeks.

8.03.05.09 Parental leave of up to 62 weeks in duration for the spouse or adoptive parents will be granted in accordance with the provisions of the Employment Standards Code. Employees on such approved leave will not lose seniority.

8.03.06 Personal & Family Responsibility Leave

** Employee eligibility and entitlement to Personal & Family Responsibility Leave shall be limited to those minimum requirements specifically set forth in the Alberta Employment Standards Code, as amended, unless otherwise stated below.

1. Effective March 15, 2020, a permanent or probationary employee who has been employed by the city for at least 90 calendar days is entitled to up to 3 days of paid leave in a calendar year or an active provisional employee is entitled to up to 1 day of paid leave in a calendar year,

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but only to the extent that the leave is necessary:

a) for the health of the employee; or
b) for the employee to meet their family responsibilities in relation to a family member

2. Before taking Personal & Family Responsibility Leave, the employee must give the City as much notice as is reasonable and practicable in the circumstances.

3. Employees will take the Personal & Family Responsibility Leave in a full day or, subject to the City's approval based on operational requirements, half-day increments. Paid leave will accord with the length of the employee's scheduled shift(s).

4. Unless extenuating circumstances exist, Personal & Family Responsibility Leave days are not to be combined with vacation or long weekends as Personal Leave Days are not intended for the purposes of extending time off from work.

5. Any Personal & Family Responsibility Leave days not used by the last day of pay period 26 of each year shall not be carried over to the next payroll year, and shall not be paid out on termination of employment.

6. The total number of days off for Personal & Family Responsibility leave (paid and unpaid) shall not exceed the number stipulated in the Alberta Employment Standards Code.

8.03.07 Leave With Pay – Union Representatives at Meetings

The City shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

8.03.07.01 Negotiating Committee for the Union

In the event that an employee is elected to the negotiating committee for the Union, they shall be granted leave at the regular rate of pay during such time as they meet with representatives of the City for the purpose of collective bargaining. It is understood that no more than 4 employees from the Union will be granted leave with pay for the purpose of collective bargaining on behalf of the Union and that the Department Head will be advised in writing of the names of the elected employees at least 30 calendar days prior to the earliest opening date of the Collective Agreement or as soon as possible once the employee is elected.

8.03.07.02 In the event that an accredited representative of the Union is required to meet with City representatives to discuss a grievance or arbitration case, they shall be granted leave with pay. If the City requires the attendance of the employee who is grieving, they shall be granted leave with pay.

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8.03.07.03 Leave of absence with pay for other matters of mutual concern may be made in accordance with City regulations.

8.03.07.04 Leave of absence with pay shall be for those hours the employee normally would have worked had they not been required to meet with representatives of the City.

8.03.08 Leave Without Pay - Delegate

Insofar as the efficient operation of a department permits, an employee elected as a delegate to Union conventions, seminars or training sessions may be granted leave of absence without pay, such approval not to be unreasonably withheld.

8.03.09 Leave Without Pay – Local Union Employment

Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

8.03.09.01 In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in their department as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving 1 month's notice, to return to their previous position or to such other position to which they may be promoted by reason of seniority and ability.

8.03.09.02 Such an employee shall make regular contributions to the Charitable Assistance Fund, Pension Fund and all employee benefits, participating in same as would a permanent employee of the City. Their contributions to these benefits shall be based on their earnings during their full-time or part-time permanent employment with the Union, who shall pay the City's portion, making due allowance for changes in their marital status and number of dependents.

8.03.10 Leave Without Pay - Union Employment (other than local union)

The City shall consider on a case-by-case basis, the granting of a request for leave of absence without pay to an employee who is offered a full-time assignment with the Alberta Federation of Labour or the Canadian Union of Public Employees. Where such leave is granted the arrangements, including payment of the City's share of benefits and pensions, shall be confirmed in writing between the City and the sponsoring organization prior to commencement of the leave. Continuation of coverage under the Health and Welfare benefit plans and the L.A.P.P. shall be maintained in accordance with the following:

8.03.10.01 Income Protection Plan

No contributions are required by and no benefits are payable from the City during the period of leave. The sponsoring organization shall be responsible for providing benefits at least equal to those specified within Part II–*Health and Benefits Plan* of this agreement. The sponsoring organization shall notify the City immediately of any continuous absences in excess of 30 working days to allow adequate time for completion of Long term disability Plan forms and production of the required medical evidence.

* 8.03.10.02 Long Term Disability Plan

After 85 working days of continuous disability, the leave of absence shall be automatically terminated and the employee shall be eligible for Long Term

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Disability Plan benefits in accordance with the provisions of Part II–*Health and Benefits Plan* of this agreement.

The employee shall be responsible for pre-paying their Long Term Disability Plan premiums based on the regular rate of pay for their permanent City position by providing to the City quarterly post-dated cheques.

8.03.10.03 Local Authorities Pension Plan

On return from an approved leave the employee may apply to have the leave recognized as pensionable service, in accordance with the Public Sector Pension Plans Act and Regulations. The sponsoring organization shall reimburse the City for the employer share upon receipt of an invoice from the City and the employee shall pay the employee's share.

8.03.10.04 Alberta Health Care

The sponsoring organization shall reimburse the City for the employer share of Alberta Health Care premiums. The City shall invoice the sponsoring organization on a quarterly basis in advance of the period covered. The employee shall be responsible for pre-paying the employee share of Alberta Health Care premiums by providing to the City quarterly post-dated cheques.

* 8.03.10.05 Major Medical and Supplementary Hospital, Dental and Group Life Plans

Employees shall maintain benefit coverage under the plans during the leave. The sponsoring organization shall reimburse the City for the employer share of such plan premiums. The City shall invoice the sponsoring organization on a quarterly basis in advance of the period covered.

The employee shall be responsible for pre-paying the employee share of these benefit plan premiums by providing to the City quarterly post-dated cheques. Group Life premiums shall be based on the employee's regular rate of pay for their permanent City position.

8.03.10.06 Vacation

Vacation shall cease to accrue during the leave of absence in accordance with Article 8.02.14-*Absence Without Pay.*

NOTE: The provisions contained herein are modeled on Alberta residency.

8.03.11 Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of 1 complete pay period or more shall, before their leave of absence commences, choose one of the following options:

1) Make appropriate arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, Out-of-Province 30 Day Emergency Medical Travel, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs (if any) of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall make appropriate arrangements to pay such required

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contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

2) Make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue their membership in the Group Life Insurance, Supplementary Health Care, Out-of-Province 30 Day Emergency Medical Travel, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least 10 consecutive work days. In addition, employees selecting this option shall, upon re-entry into the Dental Care Plan, have benefits limited in accordance with Article 33-*Dental Plan*.

Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

8.03.11.01 An employee who does not undertake one of the options provided for in Article 8.03.10-*Participation in Benefit Plans While on Leave of Absence* shall, for all benefit plan purposes, be considered to have selected option number two and will be bound by the conditions therein.

8.03.11.02 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.

8.03.11.03 The provisions of Article 8.03.10-*Participation in Benefit Plans While on Leave of Absence* shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with Article 8.03.05-*Maternity/Parental Leave*.

8.04 Health and Welfare Benefits

8.04.01 Employees covered by this Collective Agreement shall be bound by the conditions specified in Part II-*Health and Benefits Plan* of this Agreement (formerly the Association Agreement), and shall be eligible for benefits in accordance with provisions of the Plan.

8.04.02 Pension benefits, and terms and conditions relative thereto, are as set forth in the Public Sector Pension Plans Act (1993), the schedules and regulations thereto. All eligible employees shall participate in this plan and make required contributions by payroll deductions.

8.04.03 Provisional employees shall be entitled to sick leave with pay on the following basis:

FULL-TIME PROVISIONAL EMPLOYEES

Eight hours for each month worked during the previous calendar year, not to exceed 40 working hours in any 1 calendar year. Sick leave benefits shall be payable at 90% of the employee's regular rate of pay.

PART-TIME PROVISIONAL EMPLOYEES

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Shall be eligible to receive sick leave on a pro-rated basis as follows:

(Number of hours worked in previous year *divided by* 2,080) *times* 40 hours = Pro-rated L.S.P. entitlement

Sick leave benefits shall be payable at 90% of the employees regular rate of pay.

8.05 Clothing

8.05.01 The City shall issue clothing to employees in accordance with the clothing allowance schedule contained in Appendix IV-*Clothing and Personal Protection Issuance*. Said clothing shall be issued by March 31 of every year. Clothing issued on an as-required basis shall be replaced on demonstrated need.

8.05.02 Clothing issued on an as-required basis shall remain the property of the City and shall be subject to return for replacement of such articles and upon termination of employment. If said clothing is not returned, deductions shall be made from the employee's pay cheque. In addition, clothing issued to Temporary Field Inspectors shall be returned to the City.

8.05.03 Uniforms

8.05.03.01 All uniforms issued to

- Field Inspectors;
- Parks Rangers; and
- Peace Officers (Community Standards and Corporate Security)

shall be maintained by the employee, except that uniform damage occurring in the course of the employee's work shall be repaired by the City.

8.05.03.02 The City will reimburse eligible employees (as outlined in clause 8.05.03.01) for dry cleaning costs incurred for cleaning of uniforms issued to them by the City.

Eligible employees are to present their dry cleaning receipts to their supervisor for reimbursement. The maximum annual allowance will be $135 per person.

8.06 Fringe Benefit Entitlement

8.06.01 An employee who is:

- priced up to different classifications during the calendar year, or
- temporarily promoted through the posting process to a higher classification, or
- a dually classified employee

shall receive their annual vacation leave, statutory holidays and sick leave benefits according to the regular rate of pay of their regular or temporary posted position. A dually classified employee shall receive their annual vacation leave, statutory holidays and sick leave benefits at the regular rate of pay applicable at the time such leave is taken.

A permanent, probationary or provisional status employee, who is actively employed in a priced up, dually classified, or temporarily promoted position in a higher classification, shall be compensated retroactively in the following payroll year for annual vacation leave, statutory holidays and sick leave benefits, in accordance with the rate of pay assigned the classification, included in Appendix I-*Schedule of Wages* of this Agreement, which corresponds to the classification the employee occupies most during the calendar year.

This provision shall apply to only those employees who have actual working

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hours (paid at straight time or overtime rates) totaling a minimum of 1,041 hours in the payroll year.

8.06.02 Eligible employees shall be compensated on an annual basis in a lump sum to be paid in pay period 6 of each payroll year.

8.07 Safety Footwear Subsidy

8.07.01 Where the conditions of employment demand or require the use of safety footwear, the City will subsidize the purchase by an employee of C.S.A. approved safety footwear in the amount of 75% of the cost of such safety footwear or:

- $200 for permanent and provisional employees, or
- $100 for temporary employees,

whichever is the lesser.

An employee who has received a safety footwear subsidy, and who requests a subsequent one, shall show just cause for a subsequent subsidy. New employees shall be eligible for a safety footwear subsidy after completing 30 days of continuous employment with the City.

8.07.02 An employee is eligible to claim:

i) 100% of the cost of safety boot lines and insoles to a maximum of $50 in a calendar year, and

ii) 100% of the cost of resoling or repairs to safety boots or shoes.

The total of expenses claimed under 8.07.01 or 8.07.02 shall not exceed $200 in a calendar year.

8.08 Parking

The City agrees that, where an employee is provided parking with plug-ins, the employee shall pay $4 parking per month for the use of such stall and that, where plug-ins are not available, there shall be no charge for the use of such stall.

8.09 Tool Allowance

8.09.01 The City may require journeymen and apprentices to supply necessary tools in order to perform their assigned functions effectively and safely. The City shall provide annual tool allowance payments as specified in Appendix III-*Required Tools for Various Trades*. The tool allowance payment shall be paid on the pay day closest to April 30 each year.

8.09.02 Where an employee is hired into a classification of work that is eligible for a tool allowance, and if the start date is after the April 30th pay period, the tool allowance paid will be prorated in the employee's first year of service. The same proration formula is applied where an employee returns to work from a paid or unpaid leave of absence that was for a duration of 30 calendar days or more.

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9 Employment

9.01 The normal probationary period for new employees engaged in permanently established positions shall be 3 months and, in certain instances, this period may be extended to a maximum of 1 year.

9.02 In the event that the normal probationary period is extended, the employee and the Union shall be advised of the City's valid reasons in writing.

9.03 A new employee who does not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service. The employee and the Union shall be notified in writing of the reason for the separation.

Disputes that may arise in this situation shall proceed in compliance with the dispute resolution process, with the final step being Formal Review. The Formal Review decision shall be final and binding on the parties.

9.04 It shall be permissible for more than one member of a family to be employed by the City, except that no employee shall be in direct or indirect supervision of another member of their immediate family.

** 9.05 In the event an employee is absent from employment, who has not obtained the approval of an individual designated to authorize absences at the employee's place of work, the City will attempt to contact the employee. If no contact has been made with the employee, the union will be notified prior to the conclusion of the third working day of absence.

Should the Union and the City be unable to make contact with the employee after 5 consecutive working days, or the employee has not returned to work, they will be deemed to have terminated their employment, unless it is subsequently shown by the employee that special circumstances prevented them from reporting to their designated place of work.

10 Promotions

10.01 In making promotions within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations. Where 2 or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.

10.02 Employees, upon promotion, shall have a trial term of 3 months, and in certain instances, this term may be extended to a maximum of 1 year. In the event that the trial term is extended, the employee and the Union shall be advised of the City's valid reasons.

10.03 During the trial term, an employee may revert to their former position or may be reverted by the City.

10.04 Tests will be relevant to the position applied for.

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11 Layoffs, Recalls and Rehires

The City shall engage in full and open consultation with the Union to discuss alternatives, as far in advance as practical, prior to applying any provisions of Article 11-*Layoffs, Recalls and Rehires* which may affect permanent employees.

11.01 Layoffs for 5 Consecutive Working Days or Less

The City will provide notice to the Union and affected employees as far in advance as practicable or as contemplated by the collective agreement. The City will consider and respond to any alternatives raised by the Union or the affected employees.

The provisions of Article 11.01-*Layoffs for 5 Consecutive Working Days or Less* shall only apply when a layoff is foreseen and is for a duration of 5 consecutive working days or less.

11.01.01 If the permanent staff of any section of a department is to be reduced, the City shall first determine the number of positions to be reduced within each classification in the section. The employee who was last appointed to a position in the classification to be reduced shall be the first employee laid off from the civic service.

11.01.02 Provisional employees belonging to the classification and section to be reduced shall be laid off prior to permanent employees in the classification and section. Temporary employees belonging to the classification and section to be reduced shall be laid off prior to provisional employees in the classification and section.

11.01.03 Permanent employees shall receive a minimum of 14 calendar days written notice of layoff. In the event that such notice is not provided, the City shall provide the employee with a payment equal to the wages the employee would have earned had they worked their regular hours of work in the 14 day period. The Union shall be notified when such layoffs are contemplated.

* 11.01.04 Provisional and temporary employees who have been in the service of the City for more than 30 days shall receive notice of layoff of at least 2 working days prior to the effective date of layoff. In the event that such notice is not provided, the City shall provide the employee with a payment equal to the wages the employee would have earned had they worked their regular hours of work.

11.01.05 A permanent employee's date of appointment into a position, when utilized for layoff purposes, shall be the date that the employee was originally staff-formed into a permanent position within the classification or the date that an employee becomes a permanent employee as a result of being in a temporary position for 12 continuous months within the classification, whichever is the earlier date.

11.01.06 If 2 or more permanent employees occupy the same classification within a department to be reduced, and such employees have the same date of appointment, the City shall determine the relative order that such employees are to be removed from the classification for the purposes of layoff.

11.01.07 Under no circumstances shall an employee's date of appointment be established as a date prior to a break of continuous employment with the City within the jurisdiction of the Union.

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11.02 Layoffs for Greater than 5 Consecutive Working Days

(See Letter of Understanding *Order of Layoff of Provisional Employees – Neighbourhoods, Parks & Community Recreation, and Community & RECREATION FACILITIES*

11.02.01 Non-Permanent Employees

If the non-permanent staff of a branch is to be reduced, temporary employees belonging to the classification and branch to be reduced shall be laid off prior to the layoff of provisional employees. Provisional employees in the classification and branch to be reduced will be laid off in reverse order of provisional seniority date, except where:

1) the order of layoff may differ in order to provide for the operational requirements of a branch, and

2) provisional employees will only be transferred between sections if at least 10 working days in the class is available in the different section.

11.02.02 Except in cases of emergent conditions, provisional and temporary employees who have been in the service of the City for more than 30 days shall receive notice of layoff at least 2 working days prior to the effective date of layoff. In the event that such notice is not provided, the City shall provide the employee with a payment equal to the wages the employee would have earned had they worked their regular hours of work for 2 days.

11.02.03 Where the duration of the job is dependent upon seasonal conditions, temporary and provisional employees will be given an estimated layoff date. Such estimated date shall satisfy the City's obligations stated in clause 11.02.02.

11.02.04 Seasonal Recall of Non-Permanent Employees

There shall be no requirement to post seasonal vacancies filled by temporary or provisional employees. A seasonal vacancy is a vacant position that is required to be filled for a relatively similar period of time each year that is less than 12 months.

11.02.05 Unless otherwise specified in the Collective Agreement, if a seasonal vacancy, required to be filled, becomes available in a specific branch, those provisional employees removed by reason of staff reduction during the previous 12 months from such classification and branch shall, if available, be recalled according to their provisional seniority date. A provisional employee shall only have recall rights to one classification in a specific branch at any given time.

11.02.05.01 If work in the same or different classification is provided to provisional employees through loan opportunities elsewhere in their branch or department or in a different department, as an alternative to layoff, such employees shall not have recall rights to that specific position and specific operational area upon layoff.

11.02.05.02 Temporary positions filled through the posting process are separate and distinct from the seasonal recall process. If a provisional employee is unable to accept recall because such employee has voluntarily applied on and has been selected on a temporary posting, the duration of which continues beyond the recall date, the employee's right of recall shall be protected until the next seasonal recall date.

If the requirement for the temporary position ends and such employee subsequently becomes available for work prior to the end of the season, the

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City shall make every effort to employ them in the class the employee has recall rights to for the balance of the season. No temporary or provisional employee shall be displaced in order to do so.

11.02.06 Both the recall of provisional employees and the rehire of temporary employees shall be subject to satisfactory performance evaluations.

11.02.07 The order of recall or layoff of non-permanent employees may differ from the procedure outlined in clauses 11.02.01 to 11.02.06, in order to provide for the operational requirements of a department (for example, possession of a particular license or required certification).

11.02.08 Disputes arising from failure to recall, performance evaluations, or recall order, shall proceed in compliance with the dispute resolution process with the final step being the Formal Review Stage. The formal review decision shall be final and binding on the parties.

11.02.09 The performance evaluation procedures for non-permanent employees shall be reviewed by the parties prior to any changes being implemented.

11.02.10 Under no circumstances shall an employee's date of appointment or provisional seniority date be established as a date prior to a break of continuous employment with the City within the jurisdiction of the Union.

11.03 Permanent Employees

These provisions shall only apply when a layoff is foreseen and is for a period of more than 5 consecutive working days.

11.03.01 If the permanent staff of any branch is to be reduced, the City shall first determine the number of positions to be reduced within each classification in the branch affected, and those employees who were last appointed to a position in the classification to be reduced shall be the first employees removed from such classification for the purpose of layoff.

However, if such classification is an entry level classification as defined in 11.03.03.01, the permanent employees with the least bargaining unit seniority shall be the first permanent employees removed from an entry level classification in the branch for the purposes of layoff.

Removal will follow reverse order of appointment date or seniority (as applicable) except where:

1) the order of layoff may differ in order to provide for the operational requirements of a department, and

2) permanent employees will only be transferred between sections to retain employment in an entry level classification if at least ten (10) working days in the class is available in the different section.

* 11.03.02 Eligibility to Revert to a Former Position

A permanent employee removed from a class for the purpose of layoff may, at their option, revert to a position within a classification the employee was promoted from subject to the following:

11.03.02.01 The employee is able to perform the duties of the position.

11.03.02.02 The position is within the jurisdiction of the Union.

* 11.03.02.03 The position to which the employee is reverting will not be deleted within thirty (30) calendar days.

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11.03.02.04 Employees will only be permitted to exercise reversion privileges within the branch to which they are assigned at the time of the staff reduction.

11.03.02.05 The reversion to their former position does not result in an increase in the employee's regular rate of pay except that if a permanent employee has accepted a lower rate of pay than the rate of their former job as a result of entry into an apprenticeship program, and the apprentice position is deleted in accordance with 11.03.01, such employee is eligible to revert to a position within a classification they formerly held.

11.03.03 Eligibility to Bump to Entry Level Positions

A permanent employee removed from a classification for the purposes of layoff who is not eligible to revert to a former position shall be eligible to bump a permanent, or non-permanent employee in an entry level position within the Department to which they are assigned at the time of the staff reduction in accordance with and subject to the following:

* 11.03.03.01 The employee is only eligible to bump employees who are occupying the entry level positions listed below:

- Automotive Serviceperson I
- Labourer I
- Refuse Collector I
- Swimming Pool Serviceperson
- Truck Driver I

11.03.03.02 The employee is only eligible to bump an employee if the employee to be displaced has less bargaining unit seniority than the employee with the bumping interests.

11.03.03.03 The employee is able to perform the duties of the position.

11.03.03.04 The position which the employee is bumping into will not be deleted within 30 calendar days.

11.03.03.05 The position is within the jurisdiction of the Union.

11.03.03.06 Employees will only be permitted to exercise bumping privileges within the Department to which they are assigned at the time of staff reductions.

11.03.04 A permanent employee removed from a classification for the purposes of layoff who is not eligible or elects not to revert or bump to a position in accordance with Articles 11.03.02-*Eligibility to Revert to a former Position* or 11.03.03-*Eligibility to Bump to Entry Level Positions* shall be laid off from the civic service.

11.03.05 Except in emergent conditions or under Article 11.01-*Layoffs for 5 Consecutive Working Days or Less*, permanent employees shall receive notice of layoff or pay in lieu of notice of layoff or a combination thereof, in accordance with the following:

- Two weeks for a period of employment greater than 3 months but less than 4 years;
- Four weeks for a period of employment of 4 years or more but less than 6 years;
- Five weeks for a period of employment of 6 years or more, but less than 8 years;
- Six weeks for a period of employment of 8 years or more but less than 10 years;

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- Eight weeks for a period of employment of 10 years or more.

The Union shall be notified when layoffs are contemplated.

11.03.06 Laid off permanent employees who are recalled into positions which are dependent upon seasonal conditions will be given an estimated layoff date. Such estimated layoff date shall satisfy the City's obligations in clause 11.03.05.

11.03.07 Except for permanent employees who elect not to revert to a former position or who elect not to bump to an entry level position, permanent employees to be laid off shall be given a general priority throughout the civic service, for any vacancy required to be filled, for which they are qualified and able to perform the duties. The general priority shall not override the reversion, bumping, recall or promotions provisions.

11.03.08 Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement Entitlement as provided in Article 27-*Income Protection Plan* shall be deemed to have negated any and all rights of recall to a former position.

11.03.09 If two or more permanent employees occupy the same classification within a branch to be reduced, and such employees have the same date of appointment, the City shall use bargaining unit seniority to determine the order of layoff.

If such employees have the same bargaining unit seniority, then the City shall determine the relative order that such employees are to be removed from the classification for the purpose of layoff.

11.03.10 Recall of Permanent Employees

11.03.10.01 Subject to 11.03.10.02, if the permanent staff of a branch is to be increased, those permanent employees removed, in accordance with the layoff provisions, from the class and branch to be increased shall, be recalled according to the reverse order of their removal from such class, provided they are able to perform the duties of the position. For permanent employees this right to recall expires at 24 months. Where an employee accepts a temporary assignment to a position in their former class their right to recall shall be extended by the duration of the assignment.

Permanent employees, able to perform the duties of the position, will be recalled to their applicable class within the department prior to firstly, the recall of provisional employees and secondly, the rehire of temporary employees.

11.03.10.02 If a permanent employee is recalled in accordance with 11.03.10.01 and refuses the appointment, the employee shall lose all recall rights to former positions unless the following conditions exist:

1) The employee is engaged in alternate employment in another department in the civic service, and the Department initiating the recall and the Department in which the employee is employed at the time of the recall, agree to permit the employee to remain in such alternate employment, or

2) The City agrees to permit the employee to remain laid off.

Employees who lose recall rights to former positions in accordance with this article shall retain their seniority, only if the employee is engaged in alternate employment in the department where the employee had the recall rights.

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11.03.10.03 Laid off permanent employees who are recalled into positions within 24 months of their layoff in accordance with 11.03.10.01 shall be re-engaged as permanent employees and shall retain the seniority and benefits enjoyed immediately prior to layoff provided that they are consistent with the prevailing Collective Agreement. The level of benefits, upon returning to employment, shall be determined by the classification to which an employee is recalled.

Laid off permanent employees who are not recalled into positions in accordance with 11.03.10.01 shall lose their recall rights.

11.03.10.04 A permanent employee's date of appointment into a position, when utilized for layoff and recall purposes, shall be the date that the employee was originally staff-formed into a permanent position within the classification or the date that an employee becomes a permanent employee as a result of being in a temporary position for 12 continuous months within the classification, whichever is the earlier date.

11.03.10.05 Where an employee is reverted to their former position in accordance with Article 11.03.02-*Eligibility to Revert to a Former Position*, the employee's date of appointment to such position shall be the date the employee was originally staff-formed into a permanent position in the classification, or the date the employee became a permanent employee in that classification whichever is the earlier.

11.03.11 Under no circumstances shall an employee's date of appointment or bargaining unit seniority be established as a date prior to a break of continuous employment with the City within the jurisdiction of the Union.

11.03.12 The recall provisions of Article 11.03-*Permanent Employees* shall override and supersede the provisions of Article 10-*Promotions* and Article 12-*Posting and Filling Vacancies*.

11.04 Employment Security

11.04.01 Contracting Out – Consultation Process

The City and the Union agree to participate in a consultation process concerning the contracting out of work otherwise performed by employees within the jurisdiction of CUPE Local 30 where the work has been performed in-house, in whole or in part, in the recent past, presently, or where work is being considered for future contracting. The purpose of such consultation will be to share information such as labour, equipment, administration and overhead costs, and the reason(s) for contracting out. The City will review Union suggestions with respect to these decisions. Meetings involving appropriate City representatives and up to 4 Union representatives will be conducted as agreed between the parties.

* 11.04.02 The City recognizes and agrees that, during the term of this Agreement, no permanent employee shall be laid off as a direct result of contracting out the work performed by such permanent employees.

In the event that a permanent employee is displaced as a result of contracting out the work, the City shall place said employee in any position for which the employee has the required qualifications.

In the event that a permanent employee is placed in a lower position, said employee shall suffer no loss of wages as a result of being displaced.

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* 11.05 Technological Change

11.05.01 Any employee classified as a permanent employee shall be considered displaced by technological change when the employee's services shall no longer be required as a result of a change in the plant or equipment, a change in a process or method of operation, re-organization or re-structuring, diminishing the total number of employees required to operate the Department in which they are employed.

11.05.02 Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.

11.05.03 The City agrees that wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.

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12 Posting and Filling Vacancies

12.01 Vacant positions required to be filled shall be posted for a minimum period of 7 calendar days, in all departments, branches or sections, having jobs coming within the jurisdiction of the Union.

Internal bulletins limiting eligible applicants to the employees in a department, branch or section may be utilized where the circumstances warrant.

12.02 Job postings or internal bulletins shall contain a description of the position functions, the required knowledge, skills and qualifications (education and experience) for the position, hours of work for the position, and the wage rate for the position.

The City may include other information on the posting, such as the department(s), section(s), and subsection(s) where the position is assigned.

The City may fill additional vacancies that may arise in the same class code, under the same hiring manager, during a current recruitment process on an existing posting after the posting closing date but before the selection decision is made. The City will notify the Union in writing regarding the amended number of positions to be filled.

12.03 Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to Human Resources, clearly indicating the appropriate job requisition number and the return address of the applicant. It is the applicant's responsibility to submit a complete and accurate application.

A copy of all postings or internal bulletins shall be sent to the Union.

Human Resources shall notify the Union of the selected applicant and the names of all internal employees within the Union's jurisdiction who were unsuccessful applicants, upon the completion of the selection process.

Human Resources shall also notify unsuccessful applicants in writing of the name of the successful applicant. Unsuccessful applicants shall have 10 working days from the date of receiving such notification to initiate a grievance. The City shall appoint the selected applicant, and that appointment shall be final, subject to satisfactory completion of the required probationary period, or the outcome of any grievance filed.

12.04 Vacant positions required to be filled shall be posted without undue delay:

- except as provided in clauses 12.05 and 12.06, and
- except for positions filled by appointment for a period of up to ninety (90) consecutive calendar days.

12.04.01 Where the estimated duration of a temporary position exceeds 90 consecutive calendar days, the temporary positions shall be posted. The City and the Union may mutually agree to an extension of the 90 day temporary appointment period.

In instances where the duration of the temporary position is uncertain due to illness or injury of the incumbent, such position may be temporarily filled by appointment for a period up to 150 consecutive calendar days. After this period, the temporary position will be posted, unless the City and the Union mutually agree to an extension.

12.04.02 Where a temporary position is posted, the estimated duration of such position shall be set out in the posting and shall not exceed 12 months.

12.05 Appointments may be made by mutual agreement between the Union and the City

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without posting.

12.06 The City shall have the right to fill vacancies which result from reversions or terminations of employment during normal probationary periods or trial terms from among the original applicants without posting such vacancies.

12.07 In instances where an employee assumes the functions of another position for a period of 12 consecutive months, or less, even if such position is outside the scope of this Agreement, and the employee is reverted by the City to their former classification within the scope of this Agreement, no posting shall be required to complete the reversion.

12.08 Employees shall be eligible to apply for jobs not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, nothing in this Agreement shall be deemed to bind the City to appoint an employee to a job which does not come within the scope of this Agreement.

** 12.09 The City and the Union recognize that, for some classifications of work, recognizing a candidate's successful relevant experience and/or their ability to demonstrate skills and competencies in job-related tasks, are effective tools in the selection process.

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13 Seniority

13.01 Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become, and has since continued as, a permanent employee in accordance with the provisions included in this section. Except as provided in clause 18.02.02, since part-time service is not continuous service, seniority for a permanent part-time employee shall commence on the employee's start date in a posted permanent part-time position.

13.02 Provisional employees shall have seniority based on the definition included in Article 3.20-*Provisional Employee*. The seniority of a provisional employee, as such, shall date from the time the employee last qualified as a provisional employee.

13.03 A temporary transfer from one organizational unit of a department to another organizational unit of the same department or from one department to another department, for a period of less than 12 months, even if such transfer is outside the scope of this Agreement, shall not affect the seniority of such an employee.

13.04 A list showing seniority of employees in departments shall be furnished once annually by the City to the Union upon request.

13.04.01 The Union will notify the appropriate Human Resources Consultant of a potential error in the seniority date of an employee, providing as much detail concerning the discrepancy as possible. The City will then conduct the necessary research in a timely manner. The Union will be advised of the results of the research and any adjustment that may be required. If it is determined that a correction to the seniority date is required, the City will make the correction forthwith.

13.05 Should a permanent employee, who assumes the functions of a position which is outside of the scope of this Agreement, be reverted to a position within the scope of this Agreement within a 12 month period, then such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement.

13.06 Seniority shall be based on the employee's length of service in the Department as follows:

- Citizen Services
- the Edmonton Police Service
- City Operations
- Integrated Infrastructure Services

13.07 Seniority shall be according to the following preferences:

- 1st - Permanent Full-Time employees within the department concerned.
- 2nd - Permanent Part-time employees within the department concerned.
- 3rd - Provisional employees within the department concerned.
- 4th - Permanent Full-Time employees in other departments.
- 5th - Permanent Part-Time employees in other departments.

13.08 Where employees are transferred from one department to another, or from one branch or section to another, as a result of reorganization, the City shall advise the Union and the employees, in writing, of the reasons for the transfer 14 calendar days prior to implementation and those employees shall carry their seniority to the department, branch or section to which they are transferred.

13.09 When an employee is transferred by the City from one department to another, or

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from one branch or section to another for health reasons, they shall carry their class, department and bargaining unit seniority to the department, branch or section to which they are transferred.

13.10 An employee shall lose seniority by reason of:

13.10.01 Dismissal for proper cause.

13.10.02 Voluntary resignation.

13.10.03 Appointment to a position outside the scope of this Agreement for a period of more than 12 consecutive months.

13.10.04 Continuous layoff for a period of 24 consecutive months for permanent employees, and continuous layoff for a period of 12 consecutive months for provisional employees.

Where provisional employees are unable to accept a notice of recall as a result of:

- a compensable injury sustained in the course of employment with the City, or
- an approved maternity or parental leave,

then such employees shall retain their provisional seniority dates for a period of 18 consecutive months from their last layoff date.

* 13.10.05 Failure to report for work within 5 working days after being notified in writing at their last known address to report for duty following a layoff, unless the employee can provide satisfactory reason in writing for such failure to report for duty within the prescribed time.

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14 Dispute Resolution Process

14.01 The Dispute Resolution Process is designed to:

1) Encourage open, face-to-face dialogue by the people affected by a dispute;
2) Achieve fair, wise, implementable and sustainable solutions;
3) Achieve solutions that contribute to positive, collaborative working relationships;
4) Achieve solutions that are consistent with the Collective Agreement;
5) Minimize the time and cost involved in resolving disputes.

14.02 Definitions

1) A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
2) An individual grievance is any dispute:
   a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
   b) directly relates to or affects the rights of a specific employee.
3) A group grievance is any dispute:
   a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
   b) directly relates to or affects the rights of more than one employee, where a common remedy is requested.
4) A policy grievance is any dispute:
   a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
   b) directly relates to or affects employees in more than one branch of a department or in more than one department.
5) Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

14.03 Problem-Solving Stage

1) An employee, representative of the City or Union representative is encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
2) The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
3) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.
4) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties. Any notes taken during problem-solving sessions will be destroyed at the end of the problem-solving stage.

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14.04 Stage I - Consultation

1) An employee, representative of the City or Union representative may initiate consultation if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.

2) A request for consultation shall be submitted in writing within 10 working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.

   a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the appropriate management supervisor, with a copy to the Human Resources Branch Representative.

   b) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources Branch.

   c) A request for consultation by the City shall be submitted to a Business Agent of the Union.

   d) A request for consultation by an employee shall be copied to the Union office.

3) Once initiated, a representative of the Human Resources Branch shall schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties) within 10 working days. The meeting shall be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.

4) The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.

5) The facilitator may take notes of discussions to share with the participants and to assist the consultation process. These notes are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.

6) The parties will endeavour to complete the consultation process within 40 working days. The employee, Union or the City may conclude consultation at any time by written notice to the other party (ies).

7) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

14.05 Stage II - Formal Review

1) The Union, or the Union on behalf of the employee, may initiate a grievance if a dispute is not resolved by consultation.

2) A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.

3) A grievance shall be initiated in writing within 10 working days of the date that notice is received of the conclusion of consultation.

   a) Individual or group grievances shall be submitted to the General Manager of

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the applicable department.

b) Policy grievances initiated by the Union shall be submitted to the Manager of the Human Resources Branch.

4) Following receipt of the grievance, the General Manager (or their designates) shall schedule a meeting within 15 working days involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).

5) If a dispute is not resolved at consultation, and the dispute does not constitute a grievance, the employee or Union representative may advance the dispute to the Branch Manager (or designate) of the applicable department.

a) A submission to the Branch Manager shall be made in writing within 5 working days of the date that notice is received of the conclusion of consultation.

b) Following receipt of the dispute, the Branch Manager shall schedule a meeting within 15 working days involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).

6) The participants will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.

7) The parties will endeavour to complete the formal review process within 40 working days, or may mutually agree to refer the matter back for further consultation. The employee, Union or the City may conclude formal review at any time by written notice to the other party (ies).

8) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

9) The employee, Union or the City may conclude a formal review at any time by written notice to the other party (ies). At the conclusion of the formal review, the General Manager (or designate) shall provide a written summary to the Union of the issues discussed, agreements reached, and any issues that remain in dispute.

14.06 Stage III - Arbitration

1) Provided that a grievance has been properly processed by the Union in accordance with the procedures and time limits in the Dispute Resolution Process, the Union may refer any grievance to arbitration if it has not been resolved by formal review.

2) A referral to arbitration shall be initiated in writing within thirty (30) working days of the conclusion of the formal review stage.

3) Grievances referred to arbitration by the Union shall be submitted to the Manager of the Human Resources Branch.

4) The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.

5) In referring a grievance to arbitration, the Union shall notify the City of:

a) Its willingness to use a one-person arbitration board, or

b) Its appointee to a three-person arbitration board, and

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c) The details of the grievance, including the issues in dispute, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.

6) The City shall notify the Union within 15 working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.

7) If the City fails to respond within 15 working days of the referral to arbitration, the Alberta Ministry of Human Services shall select the appointee upon the request of the Union.

8) The Union and the City shall select the chairperson of the arbitration board within 5 working days of the City's response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.

9) No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.

10) Each party shall bear the expense of its respective member and shall bear 1/2 of the expenses of the chairperson of the arbitration board.

11) Arbitration hearing dates shall be determined within 20 working days of the appointment of the arbitration board.

12) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.

13) The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.

14) The arbitration board shall hear the grievance and render a decision within 20 working days of the hearing. Written reasons for the decision shall be provided within 60 working days, unless the parties mutually agree that written reasons are not required.

15) The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and anyone affected by it.

16) The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.

17) The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

14.07 General

1) The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.

2) The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

3) If the Union or the City has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

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15 Reporting for Duty

15.01 Employees shall report for duty at the commencement of their shift, at a place directed by the City and shall go to and from such place on their own time.

* 15.02 When an employee is directed by the City to utilize their personal vehicle to move from jobsite to jobsite or to travel outside the City limits to report for work when directed by the City, the employee shall be provided with a transportation allowance in accordance with applicable City Policy and shall comply with all provisions of the Policy.

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16 Apprentices

16.01 If apprentices are to be appointed to any trade coming under the provisions of this Agreement and are to be instructed in a trade designated as coming within the provisions of the Apprenticeship and Industry Training Act of the Province of Alberta, their instruction and other conditions of their employment shall be in conformity with the provisions of the Act and regulations pertaining thereto.

16.02 The term of apprenticeship shall be as stated in the Apprenticeship and Industry Training Act including a 6 month probationary period except that, in cases where a person has attended a technical or vocational school approved by the City and satisfies the City by the production of a certificate issued by the school that they have specialized in a course or courses applicable to the trade or had previous experience in the trade, the term may be reduced by such period as may be approved by the City.

16.03 If the trade to which any person is apprenticed is not a trade designated as coming within the provisions of the Apprenticeship and Industry Training Act, then the instruction and other conditions of the employment of such an apprentice shall be according to the following conditions:

16.03.01 Every apprentice shall have at least a Grade 10 education or the equivalent of this in any approved technical school.

16.03.02 The City shall issue to every apprentice who serves the prescribed term of apprenticeship, completes the technical training and passes the trade tests and the final trade examination, if any, a certificate of qualifications.

16.04 The City may employ 1 apprentice for each 2 journeymen employed.

16.05 During the term of apprenticeship, the City shall give the apprentice such instruction and practical training in all branches of the trade as are necessary to develop a practical and skilled Journeyperson.

* 16.06 The City may dispense with the services of an apprentice who does not show satisfactory progress in their apprenticeship. In these circumstances, the City will involve the Union and revert the employee to an entry level position falling within the employee's qualifications and abilities. The entry level position will be within the department the employee was in just prior to attaining an apprentice position.

16.07 Apprentices shall not be compelled to qualify for more than 1 certificate of proficiency, except in instances where the requirements to apprentice for and qualify for more than 1 certificate of proficiency is so specified on the job posting under which the apprentice is appointed.

16.08 An opening for an apprenticeship shall first be posted internally as a regular employment opportunity. Criteria for selection will be knowledge, qualifications (necessary educational qualifications and related experience), skills, and length of service.

16.09 For the purpose of selection to an apprenticeship opening, preference will be given to:

1) permanent employees in the Branch; then

2) permanent employees outside the Branch, then

3) provisional employees in the Branch.

16.11 This clause applies where Apprentices are not appointed to permanent Journeyperson positions at the outset. Upon completion of the Apprenticeship the employee will be placed in the first available permanent Journeyperson position. If

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a permanent position is not immediately available the employee will be placed in a temporary Journeyperson position and receive the Journeyperson rate of pay.

16.12 Should a reduction in the number of employees in the Apprenticeship classifications be required they shall occur in the following order:

1) 1st year apprentices shall be the first to be reduced;

2) 2nd year apprentices shall be second;

3) 3rd year apprentices will be reduced last.

Apprentices so reduced shall be eligible to revert to their former position, to bump or to be laid off in accordance with the provisions of Article 11-*Layoffs, Recalls, and Rehires.*

16.13 Registered Apprenticeship Program

The Registered Apprenticeship Program (R.A.P.) is an apprenticeship program for high school students, providing students with the opportunity to start learning and practicing their future trade while in high school. The City of Edmonton and CUPE Local 30 jointly support the R.A.P. program, with the understanding that no current permanent or non-permanent employee within CUPE Local 30's jurisdiction will be laid off as a direct result of the City's participation in the Registered Apprenticeship Program.

16.13.01 Participating students will be hired as temporary employees in a RAP30 job classification, under the jurisdiction of CUPE Local 30 for the duration of their participation in the program.

16.13.02 The student's rate of pay while participating in the program, and other specific terms and conditions of employment, will be determined by the City and the educational institution.

16.13.03 Normally, one student will be assigned to any one trade, unless otherwise discussed and reviewed with CUPE Local 30.

16.13.04 Disputes involving RAP students will be heard in accordance with the dispute resolution process outlined in Article 14-*Dispute Resolution Process* of the current collective agreement, with the final step of the grievance procedure being with the Department Head or designate. No other third party, including an arbitrator, will have jurisdiction to hear the grievance or issue a decision.

16.13.05 RAP30 participants shall be laid off from the City after the completion of each semester as an apprentice, and upon completion of their participation in the RAP program.

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17 Safety

17.01 The City and the Union shall co-operate in continuing and perfecting regulations which will provide adequate protection to employees engaged in hazardous work.

17.02 The City may offer safety training to employees prior to their commencing work in the positions for which they are employed. The rate of pay for such employees attending such safety training shall be 90% of the regular rate of pay stipulated in Appendix I-*Schedule of Wages* of this Agreement for the classification of Labourer I.

Unless otherwise provided in this Agreement, employees who remain in the continuous employ of the City shall be paid at their regular rate of pay while receiving such safety training.

17.03 No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or another employee present at the worksite.

17.04 An employee shall not be required to perform any hazardous task with which they are not familiar or which cannot be accomplished without violation of safety practices or regulations of the Occupational Health and Safety Act and such refusal shall not be the basis for disciplinary or discriminatory action.

17.05 Employees are encouraged to report any unsafe conditions to their supervisor or to the department safety officer. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.

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18 Employee Status

18.01 Provisional status shall mean an employee engaged in temporary employment who has completed 1,944 hours of temporary service for the City, within a period of 36 consecutive months, in jobs coming within the jurisdiction of the Union or a laid off permanent employee who is re-employed in a temporary position provided such employee has completed at least 12 months of continuous service for the City immediately prior to the date of layoff.

For the purposes of this definition, service shall include all hours actually worked including overtime hours and reporting pay.

18.01.01 Continuous layoff for a period of 12 consecutive months, voluntary resignation, or termination (except as otherwise herein provided) shall cancel provisional status.

18.01.02 In determining provisional status temporary employment shall only be recognized if the reasons for termination from such temporary employment are layoff or such other reasons which may be acceptable to the City.

18.01.03 Provisional status for laid off permanent employees shall be deemed to be effective upon the date which occurs following the completion of 12 months of continuous employment upon the last entry to become a permanent employee prior to layoff.

18.02 A temporary or provisional employee of the City shall not be entitled to become a permanent employee by reason of such employment; however, a temporary or provisional employee who has been continuously employed on a full-time basis for a period of 12 months, in a position coming within the scope of this Agreement, in any one department, shall automatically become a permanent employee.

18.02.01 Temporary layoffs of less than 21 consecutive calendar days shall not be considered as a break in continuous service for the purpose of applying Article 18-*Employee Status*.

18.02.02 Part-time service is not continous service and therefore a part-time temporary or part-time provisional employee shall not be entitled to become a permanent employee by reason of such employment. However, a part-time temporary or part-time provisional employee:

- who has worked more than 60 scheduled hours in each and every consecutive bi-weekly period for a period of 12 months,
- in a position coming within the scope of this Agreement, and
- in any one department,

shall automatically become a permanent part-time employee.

18.02.03 A temporary or provisional employee who is hired to replace a permanent employee who is on an approved:

- maternity leave of absence;
- parental leave of absence; or
- on an extended leave due to illness or injury,

shall not automatically become a permanent employee by virtue of being continuously employed for a period of 12 months and shall retain their temporary or provisional status while replacing the permanent employee. During this period, temporary employees will attain provisional status once the required hours of service have been reached as outlined in clause 18.01. The retention of temporary/ provisional status, in these cases, shall not exceed a period of 18 months.

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All temporary or provisional employees hired in a temporary position, as a direct result of the replacement of a permanent employee in the circumstances outlined above, shall attain provisional status once they have accumulated the required hours of service. Such employees shall not attain permanent status after 12 months, and the retention of temporary/provisional status in these cases shall not exceed 18 months.

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19 Classification

19.01 The establishment and maintenance of a classification plan shall be the sole responsibility of the City.

The City shall develop classification specifications in accordance with the classification plan and shall provide specifications as they become available to the Union. Appendix II-*Classification Concepts* represents a condensation of classification specifications and, as such, forms part of this Agreement.

19.02 Copies of the class specification documents are available on eCity.

If there are any discrepancies between the online version, or the Appendix II-*Classification Concepts* abbreviated description, or a printed version, the original and latest version documented by the Human Resources Branch, and copied to the Union as per 19.01, shall prevail.

19.03 Job Evaluation Review

The parties may agree to jointly review the Classification of Work for an existing classification or a new classification. This includes analysis of work performed, qualifications (including education and equivalencies), and class titles.

19.03.01 The City, the Union, or an employee together with the employee's Management Supervisor may initiate a Job Evaluation Review when significant changes to the duties or responsibilities occur to a position. It is understood that increased volume of work is not a "*significant change*" justifying a Job Evaluation Review.

19.03.02 To initiate a Job Evaluation Review, the party initiating the request shall complete a new position description form, signed by the Management Supervisor, and forward it to the Human Resources Branch. The request for Job Evaluation Review shall include a statement explaining the reason a change to the current allocation should be considered.

19.03.03 Upon receipt of the new position description, Human Resources will:

- conduct a Job Evaluation Review; or
- advise the party initiating the request that a Job Evaluation Review is not supported, along with the rationale.

The Union may participate in a joint interview with the incumbent in the position to be reviewed.

Wherever reasonable, the Job Evaluation interview (if required) shall be scheduled within 30 days of the date the new/revised position description is received by Human Resources.

As a result of the Job Evaluation Review, Human Resources and the Union may consult on the findings.

19.03.04 Wherever possible, Human Resources will provide a written decision to the employee and Union within the 4 month period following the date the new position description was received.

19.04 Existing Classifications

19.04.01 In the event that the City changes the required knowledge, skills or qualifications of an existing classification, the Union shall be advised of same as soon as the change is finalized and, in any event, prior to the posting of the position.

19.04.01.01 Should the Union consider that the aforementioned changes to an existing

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classification are such that they deem a new classification has been created, the Union will advise the City of this decision and request that the rate of wages for that classification be negotiated.

19.04.01.02 The City may advertise the position immediately and any resultant negotiated increase to the rate of wages shall be retroactive to the date of the appointment.

19.05 New Classifications

19.05.01 In the event that the City creates a new classification which is not included in this Agreement and which falls within the jurisdiction of the Union, the rate of wages shall be negotiated by the City with the Union before advertising any position within this classification.

19.05.02 If a satisfactory conclusion to negotiations has not been reached within 7 calendar days of the date of the notice by the City to the Union of the creation of the said classification, the posting of any vacancy in this classification shall be made according to the rates of wages set out by the City and the rates of wages of the new classification shall still be a matter of negotiation between the City and the Union, and the notice of posting shall contain the following statement:

"The final settlement for rates of wages is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

19.05.03 Deleted Classifications

In the event that the number of permanent employees in a Department is to be reduced as a result of the City deleting a classification which is included in this Agreement, the layoff provisions of Article 11.03-*Permanent Employees* will prevail. A lateral transfer to a suitable vacant position may also be approved, with the mutual agreement of the City and the Union.

19.05.04 Dually Classified Positions

The City may establish a dually classified position which shall mean a single position with duties that correspond to 2 different classifications as identified in Appendix I-*Schedule of Wages*. An incumbent of a dually classified position shall be paid the regular rate of pay of the classification of work being performed.

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20 Training Program for Equipment Operators

20.01 Employees wishing to receive training as equipment operators will be required to make application for training. A training bulletin will be placed on departmental bulletin boards, as required, requesting employees interested in taking training to signify their interest.

20.02 The frequency of training courses will be established by each operating department to meet these requirements.

20.03 The training courses may be made up of one or more of the following sections:

1) Classroom training
2) Equipment familiarization
3) Field instruction (operating time with or without a trainer present)

The training courses will ensure that each operator will have the capacity to operate the equipment in a safe, efficient manner.

20.04 Employees taking training will be required to pass an examination upon completion of their training and show demonstrated ability to operate the required equipment. The nature and content of the examination will be reviewed with the Union prior to the examination being finalized.

20.05 Employees not successfully completing their training will be excluded from appointment to the operator class being trained for. Such employees will have the right to re-enroll for additional training in subsequent training programs.

20.06 Employees who are unsuccessful in passing training examinations on 3 successive occasions will not be considered for further training on that type of equipment.

20.07 Training opportunities shall be provided to employees on the list in order of seniority.

20.08 Trainees will be paid the regular rate of pay of the next lower Equipment Operator classification to the equipment being trained on. In no case will an employee engaged in equipment operator training be paid at a rate less than that of an Equipment Operator I.

20.09 Equipment Operators may be required to take re-training courses to meet changing departmental requirements. Permanent Equipment Operators who fail to pass examinations on re-training courses will be allowed the opportunity to write supplemental examinations.

20.10 Each department will be responsible for establishing suitable training programs to meet the needs of the department and the potential operator.

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21 Driving Accident and Review Committee Investigation

It is agreed between the parties hereto that a Union representative may be present when a driver is to be questioned as a result of an accident, by other than police, as long as the onus is on the employee (driver) to have a representative present.

22 Training

22.01 Enrollment in any specific training course or type of training program will be limited to the projected needs of the City. Selection for placement in a training program shall be based on the following factors: ability, work habits, length of service, career plans, present position, and necessary educational qualifications.

22.02 Where practicable, on-the-job instruction or tutoring will be provided, during the normal hours of work, to meet the specific needs of a training program.

23 Employee Rehabilitation

23.01 The City and the Union shall co-operate in an Employee Rehabilitation Program on mental health issues, and addictions.

23.02 The City, the Union and the employee shall co-operate in seeking accommodation and/or placement of employees being medically declared fit to return to work following a period of disability during which they were in receipt of Workers' Compensation, Income Protection or Long Term Disability benefits.

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24 Part-Time Employees

Article 24.01-*Working Conditions* shall apply to Permanent Part-Time employees as defined in Article 3.15.01 - *Permanent Part-Time Employee*.

Except as hereinafter provided, Article 6-*Working Conditions* and Article 18-*Employee Status* shall not apply to temporary or provisional part-time employees, but the following articles shall prevail.

24.01 Working Conditions

24.01.01 Hours of Work and Employee Status

24.01.01.01 Part-time employees shall be scheduled to work less than 40 hours per week.

24.01.01.02 Part-time employees shall not be scheduled to work more than 6 days per week or more than 8 hours per day.

24.01.01.03 Part-time temporary and provisional employees may work up to 39.5 hours weekly without such employment being considered continuous service.

24.01.02 Reporting Pay

A part-time employee who reports for work and is employed for periods of less than 4 hours shall receive pay at the employee's regular rate of pay for the actual hours worked or 2 hours pay at the employee's regular rate of pay, whichever is greater.

24.01.03 Overtime Work

Where a part-time employee is required to work hours in excess of 8 hours in one day, or 40 hours in one week, the employee shall be paid 2 times their regular rate of pay for such hours worked. The provisions specified in clause 6.02.05 shall apply to part-time employees.

24.01.04 Pay for Work on Statutory Holidays

A part-time employee, required to work on a recognized statutory holiday for which the employee is eligible, shall be paid 2 times the employee's regular rate of pay for each hour worked.

24.01.05 Rest Period

A part-time employee shall be permitted a 15 minute rest period during each full 4 hour period of their shift.

24.01.06 Lunch Period

In the event that a part-time employee is scheduled to work 8 hours per day, the employee shall be allowed 1/2 hour off for lunch, exclusive of their scheduled hours.

24.01.07 Temporary Change of Duties

The provisions specified in Article 6.06-*Temporary Change of Duties* shall apply to part-time employees.

24.02 Employee Status

Since part-time employment is not continuous service, part-time employees shall not be entitled to become permanent employees by reason of such employment;

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however, if a part-time employee accumulates 1,944 hours of temporary service within a period of 3 consecutive years, they shall be entitled to provisional status consistent with the provisions of Article 3.20-*Provisional Employee*.

24.03 Fringe Benefit Entitlement

Part-time employees shall be entitled to all benefits commensurate with their status as temporary or provisional employees, except that payment received for such benefits shall be governed by the following:

24.03.01 A day's pay shall be equal to the product of the employee's regular rate of pay of the position to which they are normally assigned, multiplied by the employee's average daily hours of work.

24.03.02 The employee's average daily hours of work shall be calculated as follows:

Average daily hours of work *equals* Total straight-time hours worked in the 9 weeks preceding the date of entitlement *divided by* 45 days

24.04 Part-time employees who occupy positions in a classification with an incremental pay range shall be entitled to progress through such pay range based upon the completion of hours of work, as outlined below:

- An increment based on 6 months service: Completion of 1,040 hours;
- An increment based on 12 months service: Completion of 2,080 hours.

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25 Conformity to Federal and Provincial Legislation

In the event that any part of this Collective Agreement is affected by legislation passed by either the Federal or Provincial Government, the City and the Union recognize that this Collective Agreement remains in full force and effect and agree to conform to any modifications required by such legislation.

26 Letters of Understanding and Addenda

There are 26 Letters of Understanding and 2 Addenda attached to this Collective Agreement. They are all individual documents standing on their own and are referred to here for the convenience of not signing each of them.

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APPENDICES

Footnotes are at the end of Appendix I - Schedule of Wages

Appendix I - Schedule of Wages
Salary Admin Plan 10M Hourly

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)						Dec 22, 2019 to Dec 19, 2020 (0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
	2120	Corporate Security Peace Officer III (Team Leader)	107						45.033						45.033
	2117	Construction Project Coordinator	098			43.131			44.236			43.131			44.236
	0184	Parks Coordinator													
* 8	2238	Community Svcs Team Leader - Licensed	134	37.924	39.106	40.289	41.427	42.609	43.793	37.924	39.106	40.289	41.427	42.609	43.793
*	2019	Rec Facilities Coordinator	096	41.181					42.287	41.181					42.287
		Wage progression criteria only apply to the class in Grade 105 below		Entry Level	Next 6 mos.	Next 6 mos.	Next 6 mos.	Next 6 mos.	Fully qualified / Thereafter	Entry Level	Next 6 mos.	Next 6 mos.	Next 6 mos.	Next 6 mos.	Fully qualified / Thereafter
* 3	2114	Community Svcs Team Leader	105	36.631	37.760	38.891	40.023	41.156	42.287	36.631	37.760	38.891	40.023	41.156	42.287
	0262	Custodial Services Inspector	060	32.959	34.630	36.374	38.206	40.107	41.477	32.959	34.630	36.374	38.206	40.107	41.477
	2218	Graffiti Abatement Inspector													
	1919	Construction Supervisor	042	40.341					41.477	40.341					41.477
	1903	Recycle Supervisor													
	1907	Roadway Maintenance Supervisor													
	1912	Traffic Operations Supervisor													
	0202	Training Supervisor													
	1917	Waste Fleet Supervisor													
	1901	Waste Supervisor													
		Wage progression criteria only apply to the class in Grade 104 below		1st 1040 hrs	Next 1040 hrs				Thereafter	1st 1040 hrs	Next 1040 hrs				Thereafter
	2111	Construction Project Inspector II	104	31.598	34.502	37.944			41.456	31.598	34.502	37.944			41.456

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Appendix I - Schedule of Wages
Salary Admin Plan 10M Hourly

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)						Dec 22, 2019 to Dec 19, 2020 (0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
		Wage progression criteria only apply to the class in Grade 106 below		Awaiting CPO Status	Next 1040 hrs	Next 1040 hrs			Thereafter	Awaiting CPO Status	Next 1040 hrs	Next 1040 hrs			Thereafter
	2119	Corporate Security Peace Officer II	106	36.091	37.307	39.265			41.339	36.091	37.307	39.265			41.339
*	0002	Animal Control Officer III	074			39.992			41.243			39.992			41.243
		Wage progression criteria only apply to the classes in Grade 076 below			1st 1940 hrs	Next 1940 hrs	Next 1940 hrs	Next 1940 hrs	Thereafter		1st 1940 hrs	Next 1940 hrs	Next 1940 hrs	Next 1940 hrs	Thereafter
	1928	Leachate Plant Operator	076		35.358	36.826	38.198	38.807	40.665		35.358	36.826	38.198	38.807	40.665
	2145	Park Ranger II	130						40.249						40.249
		Wage progression criteria only apply to the classes in Grade 037 below			1st 1940 hrs	Next 1940 hrs	Next 1940 hrs	Next 1940 hrs	Thereafter		1st 1940 hrs	Next 1940 hrs	Next 1940 hrs	Next 1940 hrs	Thereafter
	3219	Aquatic Program Coordinator	037			38.312			39.609			38.312			39.609
	0034	Facility Foreperson													
	0223	Service Foreperson													
	0202	Equipment & Safety Instructor	038	38.490					39.609	38.490					39.609
*14		Wage progression criteria only apply to the class in Grade 103 below		Developmental Step #1 1st 694 hrs	Developmental Step #2 Next 694 hrs	1st 1040 hrs	Next 1040 hrs	Next 2080 hrs	Thereafter	Developmental Step #1 1st 694 hrs	Developmental Step #2 Next 694 hrs	1st 1040 hrs	Next 1040 hrs	Next 2080 hrs	Thereafter
*	2110	Construction Project Inspector I	103	26.636	27.961	29.287	31.952	35.183	38.416	26.636	27.961	29.287	31.952	35.183	38.416
*	0003	Animal Control Officer II	073			37.153			38.409			37.153			38.409
	0015	Parks Ranger													
	0179	Bridge Foreperson II	036						38.016						38.016
	1386	Gravel Recycle Foreperson													
	0212	Paving Plant Foreperson													
	0142	Parking Meter Foreperson	035			36.715			38.016			36.715			38.016
	0075	Sign Shop Foreperson													
	0033	Aquatic Foreperson I	031						37.465						37.465
* 8	2016	Community Svcs Crew Leader - Licensed	100						37.181						37.181
	1947	Roadway Maintenance Leader III	030						37.067						37.067

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Appendix I - Schedule of Wages
Salary Admin Plan 10M Hourly

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)						Dec 22, 2019 to Dec 19, 2020 (0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
	2112	Waste Leader													
	0165	Equipment Operator V	029						36.714						36.714
	0046	Curatorial Assistant	027			34.099	35.309		36.715			34.099	35.309		36.715
	0032	Facility Programmer	067			34.756			35.967			34.756			35.967
*	2113	Community Svcs Crew Leader	099						35.925						35.925
3	1429	Grower	068			31.807	32.810	34.119	35.309			31.807	32.810	34.119	35.309
	0178	Bridge Foreperson I	024						35.309						35.309
	0164	Equipment Operator IV													
	1906	Parkade Leader													
	0211	Paving Plant Operator													
	1911	Roadway Inventory Routing Coord.													
*	1915	Roadway Maintenance Inspector II													
	1908	Roadway Maintenance Leader II													
	1929	Safety Trainer													
	1913	Traffic Operations Leader II													
		Wage progression criteria only apply to the classes in Grade 022 below				1st year			Thereafter			1st year			Thereafter
	2038	Building Operator	022			34.099			35.309			34.099			35.309
	0139	Maintenance Repairperson II													
	2121	Animal Health Technologist II	061			33.915			35.052			33.915			35.052
	0013	Contract Inspector II	048						34.099						34.099
	0175	Mole Operator													
	0141	Parking Meter Serviceperson II													
	1910	Roadway Mtce Leader													
	1914	Traffic Operations Leader													
	0204	Transfer Station Leader I													
	1304	Waste Collector IV													
	1905	Waste Leadhand													
	0007	Municipal Waste Inspector I	071	33.280					34.099	33.280					34.099

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Appendix I - Schedule of Wages
Salary Admin Plan 10M Hourly

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)						Dec 22, 2019 to Dec 19, 2020 (0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
	2131	Arborist II	109						33.675						33.675
	0163	Equipment Operator III	021						33.280						33.280
	1393	Animal Health Technician	018						32.819						32.819
	0221	Automotive Serviceperson III													
	1444	Bin Maintainer/Operator													
	0005	Building Operator													
	0138	Maintenance Repairperson I													
	0020	Nursery Worker I													
	0248	Parking Lot Attendant II													
	0210	Refuse Collector III													
	2167	Truck Driver V													
	0041	Zoo Attendant II													
	0140	Parking Meter Serviceperson I	017			29.655	30.544	31.682	32.819			29.655	30.544	31.682	32.819
	0177	Bridge Worker II	014						32.069						32.069
	0193	Concrete Worker													
	0019	Pest Control Operator													
3	2130	Arborist I	108			30.720			32.069			30.720			32.069
	0192	Labourer III	016						31.807						31.807
	0001	Yard Worker													
	0162	Equipment Operator II	009						31.575						31.575
	0257	Lead Custodial Worker	020			30.068			31.413			30.068			31.413
	1301	ECO Station Attendant	006						31.097						31.097
	0220	Automotive Serviceperson II	075			30.384			31.097			30.384			31.097
	2018	Arena Attendant	007						31.097						31.097
	0176	Bridge Worker I													
	0012	Contract Inspector I													
	0208	Refuse Collector II													
	0173	Truck Driver III													
		Wage progression criteria only apply to the class in Grade 008 below		1st 2080 hrs	Next 1040 hrs					1st 2080 hrs	Next 1040 hrs				

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Appendix I - Schedule of Wages
Salary Admin Plan 10M Hourly

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)						Dec 22, 2019 to Dec 19, 2020 (0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
	0031	Lifeguard	008	23.185	27.842				31.097	23.185	27.842				31.097
3	0040	Zoo Attendant I	058			21.425	25.291		31.097			21.425	25.291		31.097
4	0030	Historical Worker	013			22.174	26.938	29.067	31.097			22.174	26.938	29.067	31.097
	0216	Sign Shop Worker													
	0247	Parking Lot Attendant I	011	21.425					30.384	21.425					30.384
	2137	Asbestos Surveyor	110						30.384						30.384
		Wage progression criteria only apply to the four (4) classes in Grade 064 below				1944 hrs	Next 2080 hrs	Next 2080 hrs	Thereafter + Permanent Employee Rate			1944 hrs	Next 2080 hrs	Next 2080 hrs	Thereafter + Permanent Employee Rate
	0159	Equipment Operator I	064			22.815	24.713	27.533	30.384			22.815	24.713	27.533	30.384
1; 6; 7	0189	Labourer II													
	0205	Refuse Collector I													
	0170	Truck Driver II													
		Wage progression criteria only apply to the four (4) classes in Grade 063 below				1944 hrs	Next 2080 hrs	Next 2080 hrs	Thereafter + Permanent Employee Rate			1944 hrs	Next 2080 hrs	Next 2080 hrs	Thereafter + Permanent Employee Rate
	0217	Automotive Serviceperson I	063			21.425	24.028	26.862	29.709			21.425	24.028	26.862	29.709
1; 6; 7	0186	Labourer I													
	0037	Swimming Pool Serviceperson													
	0166	Truck Driver I													
	3207	Corporate Security Peace Officer I	111	25.656	27.806				29.038	25.656	27.806				29.038
		Wage progression criteria only apply to the class in Grade 066 below		1st 77 classes	2nd 77 classes					1st 77 classes	2nd 77 classes				
	1388	Aquatic Fitness Instructor	066	16.481	21.971				27.469	16.481	21.971				27.469
	0264	Heavy Duty Custodial Worker	054						25.029						25.029
		Wage progression criteria only apply to the class in Grade 001 below		1st 3 months 520 hrs	2nd 3 months 520 hrs	Job Level			Enhanced Certification	1st 3 months 520 hrs	2nd 3 months 520 hrs	Job Level			Enhanced Certification
5; 9	0035	Aquatic Instructor	001	19.134	20.483	21.834			23.185	19.134	20.483	21.834			23.185
	0263	Custodial Worker	053						19.537						19.537

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Footnotes are at the end of Appendix I - Schedule of Wages

Appendix I - Schedule of Wages

Salary Admin Plan 10M Hourly - Summer Seasonal

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019		Dec 22, 2019 to Dec 19, 2020	
				(0.0%)		(0.0%)	
				1st 1944 hrs	Thereafter	1st 1944 hrs	Thereafter
13	2236	Relief Labourer	132	20.704	23.218	20.704	23.218

Appendix I - Schedule of Wages

Salary Admin Plan 10D Hourly – Summer Seasonal, Dual Class

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019						Dec 22, 2019 to Dec 19, 2020					
				(0.0%)						(0.0%)					
				1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter	1st 6 Months 1040 hrs	2nd 6 months 1040 hrs	1st Year 2080 hrs	2nd Year 2080 hrs	3rd Year 2080 hrs	Thereafter
	2015	Road Patrol Driver	011						31.097						31.097

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Footnotes are at the end of Appendix I - Schedule of Wages

Appendix I - Schedule of Wages

Salary Admin Plan 10M – Trades / Technical

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019	Dec 22, 2019 to Dec 19, 2020
				0.0%	0.0%
	2215	Fab Tech Foreperson	080	50.477	50.477
	1871	Fleet Maintenance Planner			
	0104	Garage Foreperson			
	1870	Trades Training Coordinator			
	0092	Vehicle Equipment Technician			
	1937	Mechanical Maintenance Planner	133	49.838	49.838
	0085	Plumbing & Heating Foreperson			
	0091	Steamfitter Foreperson			
	0151	Welder Foreperson	077	49.367	49.367
	1400	Fabrication Shop Controller	056	48.769	48.769
	1366	Shop Controller			
	0106	Millwright or Machinist Foreperson	078	48.137	48.137
11	2039	Refrigeration Mechanic Foreperson			
	0087	Mechanical Contract Inspector	081	47.464	47.464
	3227	Building Automation Technician	084	46.600	46.600
	2134	Building Maintenance Safety & Training Coordinator			
	0049	Carpenter Foreperson			
	1936	Structural Maintenance Planner			
	0097	Heavy Duty Mechanic II	087	46.448	46.448
	2012	HVAC Mechanic II	079	45.390	45.390
	2020	Millwright II	045	45.389	45.389
11	0082	Refrigeration Mechanic II			
10	0149	Welder II			
	0058	Painter Foreperson	088	45.319	45.319

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Appendix I - Schedule of Wages

Salary Admin Plan 10M – Trades / Technical

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019	Dec 22, 2019 to Dec 19, 2020
				0.0%	0.0%
	3226	Locksmith Foreperson	069	44.383	44.383
	2136	Roof Systems Coordinator			
	3221	Roofing Foreperson			
	1829	Structural Contract Inspector			
	0064	Plumber II	085	44.357	44.357
	0094	Heavy Duty Mechanic I	043	44.236	44.236
	2152	Gasification Equipment Operator	082	43.226	43.226
	1303	HVAC Mechanic I			
	2123	Autobody Mechanic II	090	43.226	43.226
	0143	Machinist			
	0069	Millwright I			
11	0079	Refrigeration Mechanic I			
10	0146	Welder I			
	1830	Painting Contract Inspector	070	43.162	43.162
	0102	Automotive Mechanic II	044	42.887	42.887
	0054	Carpenter II	041	42.269	42.269
	0066	Plumber I	089	42.246	42.246
	0076	Sheet Metal Mechanic			
	0089	Steamfitter I			
	0060	Painter II	092	41.108	41.108
	0048	Historical Sites Artisan II	091	41.001	41.001
	0158	Autobody Mechanic I	093	40.844	40.844
	0099	Automotive Mechanic I			
**	3239	Fire Door Inspector	102	40.655	40.655
	2033	Locksmith II			
	0051	Carpenter I	034	40.255	40.255

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Appendix I - Schedule of Wages

Salary Admin Plan 10M – Trades / Technical

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019	Dec 22, 2019 to Dec 19, 2020
				0.0%	0.0%
	0153	Blacksmith	094	39.483	39.483
	0062	Gasfitter			
	0047	Historical Sites Artisan I			
	0156	Floor Covering Mechanic I	033	39.150	39.150
	0056	Painter I			
	0088	Locksmith I	095	38.718	38.718
	0083	Roofer			
"Out of Schedule" Trades					
11	2039	Refrigeration Foreperson	046	52.327	52.327
11	0082	Refrigeration Mechanic II	084	46.600	46.600
11	0079	Refrigeration Mechanic I	045	45.389	45.389

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Footnotes are at the end of Appendix I - Schedule of Wages

Appendix I - Schedule of Wages

Salary Admin Plan 10B - Dual Trade Classifications

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	Dec 23, 2018 to Dec 21, 2019 (0.0%)	Dec 22, 2019 to Dec 19, 2020 (0.0%)
*	3242	HVAC Mechanic Foreperson (MTPL)	051	52.327	52.327
	1938	Mechanical Maint. Planner (MTPL)			
	0086	Plumbing & Heating Foreperson/Gasfitter			
	0116	Steamfitter Foreperson/ Gasfitter			
	1939	HVAC Mechanic II - MTPL.	055	49.839	49.839
	1845	Mechanical Contract Inspector (MTPL)			
	2088	HVAC Mechanic I (MTPL)	050	46.577	46.577
	0065	Plumber II/Gasfitter			
	0071	Millwright / Welder I	059	45.390	45.390
	1872	Carpenter II/Tilesetter	053	44.383	44.383
	0068	Plumber I/Gasfitter	058	44.357	44.357
	0115	Steamfitter I/Gasfitter			
	2153	Carpenter / Roofer	062	42.268	42.268

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Footnotes are at the end of Appendix I - Schedule of Wages

Appendix I - Schedule of Wages

Salary Admin Plan 10A - Apprentices

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	% of Qualified rate	Dec 23, 2018 to Dec 21, 2019	Dec 22, 2019 to Dec 19, 2020
					(0.0%)	(0.0%)
	1387	Plumber/Gasfitter	008	60	26.614	26.614
				70	31.050	31.050
				80	35.486	35.486
				90	39.921	39.921
				95	42.139	42.139
				Journeyperson	44.357	44.357
12	0095	Heavy Equipment Technician	006	70	30.965	30.965
				70	30.965	30.965
				80	35.389	35.389
				90	39.812	39.812
				Journeyperson	44.236	44.236
	0144	Machinist	013	60	25.936	25.936
	0070	Millwright		70	30.258	30.258
	0080	Refrigeration Mechanic		80	34.581	34.581
				90	38.903	38.903
				Journeyperson	43.226	43.226
	0147	Welder	005	60	25.936	25.936
				75	32.420	32.420
				90	38.903	38.903
				Journeyperson	43.226	43.226
	0067	Plumber	014	60	25.348	25.348
	0077	Sheet Metal Mechanic		70	29.572	29.572
				80	33.797	33.797
				90	38.021	38.021
				Journeyperson	42.246	42.246

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Appendix I - Schedule of Wages

Salary Admin Plan 10A - Apprentices

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	% of Qualified rate	Dec 23, 2018 to Dec 21, 2019 (0.0%)	Dec 22, 2019 to Dec 19, 2020 (0.0%)
	0090	Steamfitter	007	50	21.123	21.123
				60	25.348	25.348
				70	29.572	29.572
				80	33.797	33.797
				Journeyperson	42.246	42.246
	1318	Autobody Mechanic	011	60	24.507	24.507
				75	30.634	30.634
				90	36.761	36.761
				Journeyperson	40.845	40.845
	0100	Automotive Mechanic	012	60	24.507	24.507
				70	28.592	28.592
				80	32.676	32.676
				90	36.761	36.761
				Journeyperson	40.845	40.845
	0052	Carpenter	002	60	24.152	24.152
				70	28.178	28.178
				80	32.203	32.203
				90	36.229	36.229
				Journeyperson	40.254	40.254
	0154	Blacksmith	004	60	23.690	23.690
	0063	Gasfitter		75	29.612	29.612
				90	35.535	35.535
				Journeyperson	39.483	39.483
	0057	Painter	003	60	23.490	23.490
				75	29.363	29.363
				90	35.235	35.235
				Journeyperson	39.150	39.150

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Appendix I - Schedule of Wages

Salary Admin Plan 10A - Apprentices

Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

Footnotes	Job Code	Job Code Description	Grade	% of Qualified rate	Dec 23, 2018 to Dec 21, 2019 (0.0%)	Dec 22, 2019 to Dec 19, 2020 (0.0%)
	0157	Floor Covering Mechanic	010	60	23.490	23.490
				75	29.363	29.363
				90	35.235	35.235
				Journeyperson	39.150	39.150
	0084	Roofer	001	65	25.167	25.167
				75	29.039	29.039
				90	34.846	34.846
				Journeyperson	38.718	38.718
**	2250	Locksmith	018	60	23.231	23.231
				70	27.103	27.103
				80	30.974	30.974
				90	34.846	34.846
				Journeyperson	38.718	38.718

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Footnotes for Appendix I: Schedule of Wages are at the end of Appendix I.

Appendix I - Schedule of Wages

Salary Admin Plan 10M: Present Incumbents Only (PIO) List - Custodial Workers

Article 6.08-*Shift Differential*, clause 6.08.02 does not apply to the following employees

Payroll Numbers		Dec 23, 2018 to Dec 21, 2019	Dec 22, 2019 to Dec 19, 2020
		(0.0%)	(0.0%)
0513801	0574145	28.786	28.786

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Appendix I - Schedule of Wages

Footnotes

	1	Labourer Starting Rates and Pay Progression After an assessment of the employee's work experience, the City will place temporary employees hired or rehired into Labourer positions into an appropriate step in pay grades 063 or 064, commensurate with their directly related experience. Once the starting rate of pay is established, the employee will progress through any remaining steps in accordance with the required hours at each step. When a newly hired employee commences at a rate higher than Step 1, the offer letter will be copied to the Union.
	2	Apprentice Starting Rates of Pay In order to remove any barriers to recruiting existing CUPE Local 30 staff to apprenticeship opportunities, the City may approve a starting rate of pay for year 1 in the employee's apprenticeship that is higher than the rate outlined in Appendix I, Salary Plan 10A. Depending on the individual circumstances, the City may approve freezing the employee at their current rate of pay, or placing the employee at Step 2 in the Apprentice schedule. Employees hired at Step 2 shall move to Step 3 in the 3rd year of their apprenticeship. When a newly hired Apprentice commences at a rate higher than Step 1, the offer letter will be copied to the Union.
	3	*Developmental Classifications*: Progression is dependent upon successful completion of required courses – refer to class specification(s). Where a Developmental Classification exists, postings for vacant positions in such classifications shall indicate that candidates may be considered on a developmental basis. If the City is able to hire a fully qualified candidate, it shall do so, thus avoiding the need for a selection on a developmental basis. However, where the City is not able to fill a vacant position with a fully qualified candidate and a developmental classification exists, a developmental opportunity may be provided to a suitable applicant. Incumbents selected to a position in one of the following Developmental Classifications shall be provided with a conditional offer of employment and shall progress up the pay steps in accordance with the experience hours and education requirements outlined in the applicable classification specification document.
	4	Progression is dependent upon years of experience performing work of classification, and not length of time in position.
	5	Administration Pay applies. Equal to one hour at regular rate of pay for every ten (10) hours instruction time.
	6	Only for classifications within pay grades 063 and 064, progression through the steps is dependent upon all hours worked in any class in Appendix I-*Schedule of Wages* of this collective agreement. For all other classifications, progression through the steps is dependent upon all hours worked in the employee's regular class, position and pay grade, or in a class and position with the same or higher pay grade.
	7	Labourer IIs, who are paid less than the "*thereafter*" rate and who hold the Pesticide Applicator Certificate/License, shall receive a one step increase, only while engaged in spraying herbicides or pesticides. Labourer IIs who have attained the "*thereafter*" rate of pay and who hold the Pesticide Applicator Certificate/License, shall be priced up to the Pest Control Operator rate of pay, only while engaged in spraying herbicides or pesticides.
	8	The "*Licensed*" rate applies to Community Services Team Leaders and Crew Leaders who hold the Pesticide Applicator Certificate/License, and who hold Community Services Team Leader/Crew Leader positions requiring the incumbent to supervise spraying crew(s). The rate-up is limited to the spraying season, typically for a maximum period of

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Appendix I - Schedule of Wages

Footnotes

		1,040 hours in a calendar year.
	9	Enhanced Certification Rate is conditional upon completion of the required experience hours at Step 1 and Step 2 and; Red Cross Instructor Trainer or Lifesaving Society Instructor Trainer certification.
	10	Welders assigned duties requiring the use of a "B" Pressure ticket shall be paid at a Welder II (pay grade 045) level while performing such duties.
	11	In accordance with clause 7.01.02, the City will periodically monitor market data to determine whether any Out-of-Schedule rates outlined in the Schedule of Wages, or implemented during the term of the contract, continue to be required. Should market conditions change such that reduction or withdrawal of the Out-of-Schedule rates is justified, employees receiving these rates will be given six (6) months notice in writing of the reduction or withdrawal of these rates. If cancelled, incumbents will be returned to the normal rate for the class, in accordance with Appendix I-*Schedule of Wages*.
	12	Automotive Technicians (Job Code 0099) approved to participate in a Heavy Equipment Technician Apprentice opportunity shall continue to be compensated at the Automotive Technician I rate, and shall not transfer into the HET Apprentice wage schedule.
	13	Relief Labourers are defined as employees hired as a Labourer only over the summer relief period. Relief Labourer postings will be posted each year, clearly indicating the employment period is for a maximum of eighteen (18) continuous weeks – no extensions. The start date will be confirmed in writing to the candidate, along with the maximum employment period of eighteen (18) continuous weeks, with a copy provided to the Union. Once hired into the Relief Labourer pool, temporary employees who demonstrate satisfactory performance would be eligible for rehire in successive years. The rehire/recall list will be separate from the rehire/recall list for Job Code 0186 (Labourer I). Relief Labourers will be rehired/recalled no earlier than mid-April and will be laid off no later than mid-September each year with a maximum employment period of eighteen (18) continuous weeks within that time frame. Relief Labourers who perform duties that fall under higher classifications of work will be rated up for the time spent performing the higher level duties. Relief Labourers who wish to extend their period of employment must apply and be selected on a posting for a temporary Labourer I (Job Code 0186). Any Relief Labourer who works beyond eighteen (18) continuous weeks will be paid at regular Labourer I rates (Job Code 0186), with full retroactive pay back to their start date as a Relief Labourer. Excluded from this rule are those Relief Labourers who extend employment beyond eighteen (18) continuous weeks by successful application on a posting *outside* the Relief Labourer class. At the end of the summer season, the City will provide the Union with an updated list of all Relief Labourers.
	14	Salary Admin Plan 10B, Dual Trade Classifications - Fire Door Inspector effective 2013-03-24
	15	Salary Admin Plan 10B, Dual Trade Classifications - HVAC Mechanic Foreperson (MTPL) effective 2013-05-10

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Appendix I - Schedule of Wages		
Footnotes		
	16	Salary Admin Plan 10A, Apprentices – Locksmith effective 2013-06-24
	17	Effective Mar 8, 2015: NEW Developmental steps 1 and 2; pre-qualification requirement added to First 1,040 hrs; last step before Thereafter changed from 2,080 hrs to 1,040 hrs

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APPENDIX II - Classification Concepts

An alphabetical condensation of classification concepts of positions coming within the jurisdiction of the Union

Animal Health Attendant (1393)	Responsible for the care and treatment of all types of animals impounded by Animal Control, including the receipt and assessment of incoming animals, as well as all aspects of processing, nutrition, health, facility maintenance and public contact.
Aquatic Fitness Instructor (1388)	Performs aquatic fitness instruction through exercise routines and provides safety supervision in and around the water for facility patrons.
Aquatics Foreperson I (0033)	In connection with an overall responsibility for the operation of a minor indoor or an outdoor municipal swimming pools facility, plans and supervises the work of lifeguards, instructional and maintenance staff to maintain proper public health and safety standards. May perform some lifeguarding of pool patrons.
Aquatics Instructor (0035)	Conducts Red Cross and Royal Life Saving, learn-to-swim and special swimming programs for patrons at City swimming pools.
Assistant Automotive Serviceperson Foreperson (0222)	Responsible for the supervision and training of subordinates engaged in servicing and cleaning automotive vehicles and construction and public works equipment.
Assistant Transfer Station Operator (0203)	Assists in the cleaning, operation and maintenance of a Transfer Station under the direction of the Transfer Station Operator.
Autobody Mechanic (0158)	Performs Journeyperson level work in the trade of Autobody Mechanic including; straightening frames; welding body parts; sanding, priming and painting; working out or filling body damage; and assorted autobody work on a wide variety of vehicles and equipment.
Automotive Mechanic I (0099)	Performs Journeyperson level work in the trade of Motor Mechanic including mechanical repair and maintenance of motorcycles, automobiles, light trucks, and light construction and agricultural equipment such as tractors, mowers, tampers, snow blowers, pumps, compressors, various power tools, etc., which may involve major overhauls under direct supervision or independently performed running repairs.
Automotive Mechanic II (0102)	Performs Journeyperson level tasks in the trade of Motor Mechanic, including mechanical repair and maintenance of various types of light construction and agricultural equipment, automobiles and light trucks; and supervises the activities of other journeymen engaged in the trade and/or Heavy Duty Mechanics and semi-skilled assistants.
Automotive Serviceperson I (0217)	Dispenses fuel, washes, cleans and transports vehicles and equipment, and may perform routine service tasks.
Automotive Serviceperson II (0220)	Performs routine servicing of vehicles and equipment. Performs tire repair and service truck operation. Performs visual inspection of vehicles and reports findings to the Automotive or Heavy Duty Mechanic. May be required to assist mechanical tradesmen.
Automotive Serviceperson III (0221)	Leadhand supervision of Automotive Servicemen engaged in servicing a wide variety of City-owned vehicles or crews involved in vehicle fuelling, tow truck operations, etc.
Automotive Serviceperson Foreperson (0223)	Controls the dispensing of gas and lubricants, vehicle washing and tow truck operation. Initiates orders for and controls inventory and repair. Prepares reports required in connection with the service station operation, supervises personnel employed therein and performs related duties.
Blacksmith (0153)	Performs Journeyperson level work of the Blacksmith trade in the fabrication and repair of metal parts for heavy construction equipment, machinery and tools.
Bridge Worker I (0176)	Maintains and repairs the structural steel and concrete components of bridges using a variety of hand and power tools; performs bridge washing, painting, sandblasting, sealing and other related tasks.
Bridge Worker II (0177)	Provides leadhand supervision to Bridge Worker I's engaged in the maintenance and repair of bridges' structural steel and concrete components; supervises and participates in bridge washing, painting, sandblasting, sealing and other related tasks.
Bridge Foreperson I (0178)	Assigns, supervises and participates in the work of crews engaged in bridge maintenance and repair; inspects work, trains employees and ensures adherence to safety regulations. Arranges for the delivery of required materials and prepares daily reports, which include time sheets, cost sheets and work schedules.

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Bridge Foreperson II (0179)	Plans, schedules and supervises the work of subordinate foremen and their crews involved in maintaining and repairing bridges throughout the City; determines job priorities and provides technical advice as required. Ensures the availability of adequate materials and equipment at job sites, and performs administrative functions such as approving overtime and completing progress reports.
Building Operator (0005)	Responsible for the daily inspection and minor maintenance of large heating boilers and associated equipment located in City operated buildings. Maintains records and daily logs on equipment inspected.
Carpenter I (0051)	Performs Journeyperson level work of the Carpenter trade in the construction, maintenance, alteration and repair of buildings, furniture and equipment.
Carpenter II (0054)	In addition to performing Journeyperson level carpentry work, supervises the activities of journeymen and sub-journeymen engaged in the trade.
Carpenter Foreperson (0049)	Directs and supervises the day-to-day activities of Journeyperson Carpenters, related Journeyperson tradesmen, sub-journeymen and semi-skilled assistants engaged in maintenance, construction and repair projects.
Concrete Worker (0193)	Sets concrete forms for curbs and gutters, sidewalks, splicing and transformer vaults and other related structures and fine-finishes concrete by floating, trowelling, grooving, edging, and brushing in conformance with specifications; places reinforcing steel in accordance with drawings. May instruct and direct a small group of labourers helping to mix, place, and vibrate concrete.
Contract Inspector I (0012)	Performs on-the-job inspection of routine contract construction work, ensuring adherence to contract specifications and maintaining records relative thereto.
Contract Inspector II (0013)	Inspects the larger contracted construction projects to ensure adherence to specifications, work and materials standards; confers with contractors' representatives concerning plans, etc. May be assigned leadhand supervision of a smaller group of Contract Inspector I's.
Curatorial Assistant (0046)	Performs specialized curatorial duties involving the acquisition, documentation, maintenance and disposition of artifacts in a museum setting. Restores artifacts composed of various materials, maintain an inventory and storage system, and develop artifact displays.
Custodial Services Inspector (0262)	Provides supervisory, inspection, and administrative functions in support of custodial duties performed on a civic or private contract basis.
Custodial Worker (0263)	Performs light cleaning tasks with the use of standard custodial equipment.
Custodial Worker III (0257)	Performs leadhand supervision of the care and cleaning of a number of designated buildings.
District Inspector (0014)	Inspects maintenance projects to ensure adherence to specifications, work and materials standards; confers with contractors, City departments and utility representatives concerning various City/utility maintenance projects and small construction projects.
ECO Station Attendant (1301)	Performs a variety of functions within the ECO Station facilities including directing traffic, collection of fees, sorting and handling of items for disposal or recycling, opening and removing paints from containers, moving of bulk materials throughout the facility and assisting facility users as needed.
ECO Station Foreperson (1302)	Supervises the daily operation of the ECO Station facility, assigning duties to Attendants, dealing with facility users, dealing with unusual situations, arranging for the pickup and disposal of bulk materials, and assisting facility users as needed.
Equipment Operator I (0159)	Operates and is responsible for one or more of the following: 72" industrial riding mower/broom/blower, tractors with accessories (hammer knife, fertilizer spreader, core aerator), self-propelled turf vacuum, specialized golf course equipment (greens mower, sand trap conditioner, topdressser, motorized utility vehicle, etc.), single axle water truck and other equipment designated of equivalent complexity. Performs routine maintenance tasks required in connection with equipment.

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Equipment Operator II (0162)	Operates and responsible for one or more of the following: bobcats (up to 70 hp.) with Loader or other front mounted accessories, concrete saw (over 60hp), walk planer, sidewalk plow & blower (over 70 hp), crack cutter, flusher (tandem axle with 13 m3 tank), TV flushing unit, crane & chipper trucks, stump grinder, tractors (min 60 hp) with accessories (boom, windfoil sprayers, fairway & wing mowers, turf vacuum, soil spreader, soil reliever, broom), ski trail groomer, and other equipment designated as being of equivalent operating complexity. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.
Equipment Operator III (0163)	Operates and is responsible for one or more of the following: graders (min. 140 hp), paver, roller (min. 6 ton), sweepers (min. 60 hp), crack sealer, grinder (min. 100 hp) bridge snooper, paint truck; yard, mobile & truck cranes (min. 10 ton), wheel & cat loaders, backhoes, tunnel boring machines, drill rig, pumps (grout, concrete, shot-crete), gradall, snow blower (tractor), HPF/Vacuum truck and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.
Equipment Operator IV (0164)	Operates and is responsible for one or more of the following: track excavator (min. 100 hp), mobile crane (min. 25 ton), slope climbing backhoe, gravel crusher and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.
Equipment Operator V (0165)	Operates and is responsible for a backhoe equipped with a bucket of two (2) yards or greater capacity.
Fabrication Shop Coordinator (1400)	Plans, schedules and coordinates the ongoing work activities within the Fabrication shop. Markets shop services and capabilities to secure contracts, ensures effective estimates of costs for tendering, and creates and develops technical solutions to problems to meet customer requirements and product quality demands.
Facility Foreperson (0034)	In connection with an overall responsibility for the operation of a major indoor swimming pools facility, plans and supervises the work of lifeguards, instructional and maintenance staff to maintain proper public health and safety standards. May perform some lifeguarding of pool patrons.
Facility Programmer (0032)	In addition to instructional lifesaving duties, supervises on a shift basis lifeguards, attendants, cashiers, and custodial staff in a municipal pool insofar as ensuring that subordinates adhere to established procedures; performs limited pool maintenance tasks.
Field Inspector I (0003)	Enforces the Animal Control legislation by conducting patrols, issuing notices of violation, etc. Attends to animals in the Animal Retention Centre.
Field Inspector III (0002)	Supervises, assigns, and participates in the work of subordinates engaged in enforcement of the Animal Control legislation. Includes filing notices of violation, checking out complaints, etc.
Floor Covering Mechanic I (0156)	Performs Journeyperson level work in the trade of Floor Covering Mechanic, repairing and installing covering materials such as tiles, carpets, etc., on floors, stairs, walls and counter-tops in City facilities.
Garage Foreperson (0104)	Directs and supervises the day-to-day activities of Journeyperson Automotive and/or Heavy Duty Mechanics, journeymen of related trades, and semi-skilled personnel engaged in repairing and maintaining automobiles, trucks, heavy construction equipment and related equipment and attachments.
Gasfitter (0062)	Performs Journeyperson level work in the installation, maintenance and repair of gas installations, appliances and related duties; holds a First Class Alberta Gasfitter Certificate.

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Gravel Recycle Foreperson (1386)	Plans, assigns and supervises the daily activities of a crew engaged in the operation of gravel recycling equipment. Responsible for inspecting incoming materials, ensuring sufficient quantities of aggregate are produced and initiating appropriate actions to deal with equipment malfunctions, changes to conditions, etc.
Greenhouse/Conservatory Foreperson (0029)	Plans, assigns, supervises and participates in the work of Greenhouse Growers engaged in specialized plant production, maintenance and display in a greenhouse, conservatory or other interior environment. Supervises the maintenance of proper growing conditions, provides technical advice to subordinates, trains new staff, and researches ways to optimize production schedules.
Grower (1429)	Performs routine and complex horticultural work in a greenhouse, conservatory, or other interior environments, caring for and properly displaying a wide variety of plants. Monitor plant nutritional programs, conducts pest control procedures, and identified and develops solutions to problems that may occur.
HVAC Mechanic (1303)	Operates various environmental control systems to optimize the use and comfort of buildings and facilities. Responds to changes or equipment failures by repairing or adjusting equipment and control systems, and arranges for maintenance or repair work by outside contractors or vendors as necessary.
Heavy Duty Custodial Worker (0264)	Performs cleaning tasks including floor stripping and carpet cleaning.
Heavy Duty Mechanic I (0094)	Performs Journeyperson level work in the trade of Heavy Duty Mechanic including the mechanical repair and maintenance of heavy commercial and industrial vehicles, construction equipment and attachments, stationary power units, etc., equipped with complex hydraulic systems, tandem axles, air braking systems, and spark ignition or diesel-powered engines. This may involve major overhauls under direct supervision or independent performance of running repairs in shops or field job sites.
Heavy Duty Mechanic II (0097)	In addition to performing Journeyperson level work in the trade of Heavy Duty Mechanic including the mechanical repair and maintenance of various types of heavy vehicles and equipment in shops or field job sites, supervises the activities of other journeymen engaged in the trade, Automotive Mechanic I's and semi-skilled assistants.
Heavy Equipment Foreperson (0197)	Directs, supervises and instructs subordinates engaged in heavy equipment operation on utility construction and maintenance projects.
Historical Sites Artisan I (0047)	Performs Journeyperson level work of the Carpenter trade utilizing modern and colonial tradesman skills, methods, and tools in the construction, repair, etc., of historical sites buildings, furniture, boats, etc.
Historical Sites Artisan II (0048)	In addition to performing Journeyperson level carpentry work of the Artisan I, provides supervision and direction to a group of employees, including Historical Artisan I's and semi-skilled assistants, engaged in the construction, repair, etc., of historical sites buildings, furniture, boats, etc.
Historical Worker (0030)	Provides public historical information lectures, along with physical demonstrations of techniques on historical crafts and specialities such as boat building, cobbling, smithing, woodworking, and the work of a teamster, utilized in the early settlement era. The kind and level of work is not the same as Journeyperson status trades, as recognized by the Alberta Apprenticeship Board and/or the City of Edmonton.
Inspection, Appraisal and Control Mechanic (0092)	Utilizes knowledge and skills acquired through completion of Journeyperson training in Motor Mechanic and/or Heavy Duty Mechanic trades; inspects, tests, diagnoses malfunctions, determines feasibility of overhaul or part replacement, and logs repair costs and downtime for vehicles and equipment; inspects new vehicles and equipment added to fleet, maintains in-service data on same, appraises mechanical conditions and recommends servicing or disposal; inspects hired and leased vehicles and equipment for adherence to mechanical safety standards.
Labourer I (0186)	Performs heavy manual work which does not require previous training and experience. Duties involve the use of simple hand and/or power tools such as push lawnmowers, weed eaters, trimmers, designated rototillers, light motor vehicles and other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience.

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Labourer II (0189)	Semi-skilled heavy manual labour requiring the use of some acquired skills involving the operation of non-complex machines such as tampers, jack hammers, riding lawnmowers, designated rototillers, tractors, skidoos and other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. May be required to direct vehicles to unloading points in a dump or landfill area and to weigh and record original data for gravel hauls, etc.
Labourer III (0192)	Leadhand responsibilities directing, instructing, and participating in the work of labourers or similar classifications performing a wide variety of unskilled and semi-skilled manual duties of some complexity and variety, entailing the use of one or more acquired skills.
Labour Foreperson I (0194)	Assigns, supervises and participates in the work of crews engaged in minor public works construction and maintenance activities.
Labour Foreperson II (0195)	Assigns, supervises, and participates in the work of Labour Foremen and crews engaged in major public works construction and maintenance activities.
Labour Foreperson III (0196)	Plans, assigns, and supervises the work of Labour Foremen and crews involved in varied and complex public works construction and/or maintenance activities throughout the City.
Lifeguard (0031)	Instructs in aquatic skills and lifesaving practices and monitors municipal swimming pool activities to ensure public safety; maintains proper functioning of pool filter and chemical treatment equipment.
Locksmith I (0088)	Carries out maintenance and repairs to all hardware on doors, window locking mechanisms, and locks on desks, cabinets, lockers, etc. Installs new hardware and equipment and performs trouble and emergency calls as required.
Machinist (0143)	Performs Journeyperson level work in the trade of Machinist in the fabrication and repair of metal components for tools, machinery and equipment.
Maintenance Repairperson I (0138)	On the sub-Journeyperson level, performs a variety of minor construction, maintenance and repair tasks requiring some familiarity with basic trade practices in one or more of the building or mechanical trades. Occasional direction is exercised over unskilled assistants.
Maintenance Repairperson II (0139)	Assigns, provides leadhand direction, and participates in the work of Maintenance Repairmen and Labourers on a sub-Journeyperson level in a variety of minor construction, maintenance and repair tasks requiring some familiarity with basic trade practices in one or more of the building or mechanical trades.
Mechanical Contract Inspector (0087)	Prepares tenders, co-ordinates, monitors, and inspects contracts for equipment and facility repairs with outside contractors and inspectors in the areas of sheet metal work, plumbing and elevator maintenance.
Millwright I (0069)	Performs Journeyperson level work in the trade of Millwright involving the mechanical repair, setup and alignment, and maintenance of a variety of machinery such as air compressors, cranes, and hoists, hydraulic jacks and pumps, engines, etc., in addition to the maintenance of heating and cooling equipment in City-owned buildings.
Millwright II (0072)	In addition to performing Journeyperson level work of the Millwright trade in the installation, servicing, maintenance and repair of machinery and equipment, supervises the activities of other journeymen engaged in the trade including semi-skilled assistants.
Millwright/Machinist Foreperson (0106)	Plans, co-ordinates, and supervises the work of Journeyperson Millwrights, Machinists, related trades and semi-skilled assistants engaged in the installation, fabrication, servicing, maintenance, and repair of machinery, equipment, parts, and attachments.
Municipal Waste Inspector I (0007)	Monitors the activities of contractors involved in residential refuse or recycling collection, ensuring that work complies with contract specifications. Responsibilities including creating new trade waste contracts, monitoring adherence to existing trade waste collection agreements and investigating public complaints.

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Municipal Waste Inspector II (0008)	Co-ordinates and schedules the activities of Municipal Waste Inspectors I involved in monitoring the work of residential refuse and recycling contractors; supervises and may participate in inspections and investigations. Assists in the preparation of budgets, forecasts and reports, co-ordinates the annual house count, and trains new employees.
Nursery Worker (0020)	Performs skilled arboriculture work involving the production and maintenance of nursery plant crops. This includes implementing programs for propagation of plant material; nursery crop pest control, storage, irrigation and maintenance; identifying and resolving plant health problems; and assisting in the general maintenance of nursery crops, fields and buildings. Oversees the work of labourers who will assist in the physical duties.
Painter I (0056)	Performs Journeyperson level work of the Painter and Decorator trade in the preparation of surfaces and application of protective and decorative coatings to buildings, furniture, signs, etc.
Painter II (0060)	In addition to performing Journeyperson level duties of the Painter and Decorator trade, supervises the work of other journeymen engaged in the trade, including semi-skilled assistants.
Painter Foreperson (0058)	Directs and supervises the day-to-day activities of journeymen of the Painter and Decorator trade, and semi-skilled assistants engaged in maintenance projects.
Painting Contract Inspector ((1830)	This work is concerned with all aspects of contract work between the City and private contractors involving the Painting trade. Inspectors are involved in all phases of work including the identification of specific contract work to be performed, cost estimating, the preparation of tender documents, the evaluation of incoming bids, the monitoring of work in progress to ensure that specifications and standards are met, final site inspections and other follow-up duties.
Parking Lot Attendant I (0247)	Calculates charges and collects monies at City operated parking facilities. Maintains parking lots, ramps, floors, stairwells, etc., in a clean and orderly fashion. Patrols parking facilities ensuring security and public safety are maintained.
Parking Lot Attendant II (0248)	In addition to performing the duties of a Parking Lot Attendant I, supervises and is responsible for the operation of parking facilities on a given shift.
Parking Meter Foreperson (0142)	Plans, supervises and participates in the activities of employees engaged in parking meter collection and the inspection and repair of said meters together with various types of mechanical coin sorters and counters.
Parking Meter Serviceperson I (0140)	Services and repairs parking meter components; drives a truck in making field inspections and collecting money from meters on scheduled routes.
Parking Meter Serviceperson II (0141)	In addition to servicing and repairing coin-counting and sorting machines, pneumatic traffic counters and parking meter time mechanisms; supervises the activities of related personnel.
Parks Foreperson I (0183) [Crew Leader]	Provides supervision and hands-on leadership to Community Services field crews performing a wide variety of unskilled and semi-skilled manual duties and may participate in the actual work duties as required.
Parks Foreperson II (0182) [Team Leader]	This is an advanced field level position which provides leadership and work direction to Parks Foreperson I and/or field crews engaged in all facets of parks, facility, capital construction, roadway landscaping, zoological, and greenhouse management.
Parks Maintenance Co-ordinator (0184)	This is an advanced level position that deals with planning, development, monitoring and co-ordination of Operation's activities and resources.
Parks Ranger (0015)	This is public service work involved in park resource management, protection and assistance to the general public using the park and facilities including inspection and minor facility maintenance and the enforcement of laws and legislation. Incumbents may be responsible for the supervision of less experienced or seasonal employees.
Paving Plant Foreperson (0212)	Supervises the operation and maintenance of city pavement manufacture and distribution. Purchases asphalt from private contractors. Schedules plant maintenance and supervises all maintenance.

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Paving Plant Operator (0211)	Operates the paving plant. Checks on consistency and quality of mix. Checks quality of contractors' asphalt. Does maintenance on the paving plant.
Pest Control Operator (0019)	This work involves the control of mosquitoes, other insect pests and various rodent pests. On a seasonal basis may assign and supervise the work of other employees.
Plumber I (0066)	Performs Journeyperson level work of the Plumber trade in the installation, maintenance and repair of water services, sanitary drainage, and related duties.
Plumber II (0064)	In addition to performing Journeyperson level work of the Plumber trade, supervises the activities of other journeymen engaged in the trade, including semi-skilled assistants.
Plumbing and Heating Foreperson (0085)	Directs and supervises the activities of journeymen Plumbers, Gasfitters, Steamfitters, journeymen of related trades and semi-skilled assistants, including maintenance and repair of various heating and cooling systems.
Pruner I (0017)	Performs arboriculture duties including: pruning, bolting, transplanting trees, performing tree surgery and identifying and removing or spraying diseased trees. Operates and is responsible for the normal maintenance of the equipment and tools utilized in tree maintenance work.
Pruner II (0016)	Performs the arboriculture duties of the Pruner I but on larger or more complex subjects and may be responsible for supervising workers assigned as helpers.
Recreation Complex Foreperson (0045)	Plans, organizes and directs the operation of a complex which may consist of a pool, rink, track, and sports fields. May perform some lifeguarding of pool patrons.
Recycle Depot Attendant (0180)	Provides on-site direction and assistance to users of recycling facilities.
Refrigeration Mechanic I (0079)	Performs Journeyperson level work in the trade of Refrigeration Mechanic. Constructs, repairs, and maintains air conditioning, refrigeration units and associated equipment.
Refrigeration Mechanic II (0082)	In addition to performing Journeyperson level work of the refrigeration and air conditioning trade, incumbents of this class are leadhand supervisors of other journeymen, apprentices and semi-skilled assistants performing assorted labouring tasks.
Refuse Collector I (0205)	Heavy manual labour involved in the collection of solid wastes and commercial waste in an assigned area; may relieve driver as required.
Refuse Collector II (0208)	Heavy manual labour in the collection of solid wastes in an assigned area; assumes responsibility for the safe and efficient operation of a refuse collection truck (Haul-All or equipment of equivalent weight and operating complexity); reports infractions of refuse collection bylaws and keeps necessary records. Occasional direction is exercised over unskilled assistants.
Refuse Collector III (0210)	Heavy manual labour in the collection of solid wastes in an assigned area; assumes responsibility for the safe and efficient operation of a refuse collection truck (Shupac or equipment of equivalent weight and operating complexity); reports infractions of refuse collection bylaws and keeps necessary records. Occasional direction is exercised over unskilled assistants.
Refuse Collector IV (1304)	Performs designed route refuse collection activities through the driving and operation of a Labrie Waste handling and disposal vehicle. Transports refuse loads to the appropriate transfer or landfill locations.
Roofer (0083)	Performs Journeyperson level work in the trade of a Roofer including the repair, inspection, alteration and installation of roofs and roofing systems. Incumbents may be assigned helpers or apprentices.
Sheet Metal Mechanic (0076)	Performs Journeyperson level work in the trade of Sheet Metal Mechanic including pattern development, manufacture, fabrication, assembly, erection, and application of items and components made from sheet metal and other materials used in lieu of sheet metal and all work requiring alteration, repair, maintenance, and testing of such items and components.
Shop Controller (1366)	Schedules and assigns vehicle and equipment for repair or overhaul in a diverse mechanical equipment service facility. Creates work plans, monitors shop performance and ensures productivity and product quality.

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Sign Shop Foreperson (0075)	Assigns, supervises and participates in the work of Sign Writers, Sign Shop Workers, and Labourers involved in drawing, painting, fabricating and assembling various signs in a sign shop operation.
Sign Shop Worker (0216)	Produces various types of signs on metal, wood, plastic, and canvas material with the use of silk screen apparatus, dies, templates, stencils, adhesive materials, heat applicators, etc. Maintains and repairs signposts, parking meter bases, bus stop posts, etc.
Steamfitter I (0089)	This is Journeyperson level work involved in the installation, maintenance, repair and testing of boilers, components and piping for heating and air conditioning systems.
Steamfitter Foreperson (0091)	This is Foreperson level, supervisory and Journeyperson level work responsible for the organization, supervision and review of work assigned to subordinate Journeyperson Steamfitters, apprentices, and other skilled employees or issued on a contract basis.
Structural Contract Inspector (1829)	This work is concerned with all aspects of contract work between the City and private contractors involving building construction and maintenance trades. Inspectors are involved in all phases of work including the identification of specific contract work to be performed, cost estimating, the preparation of tender documents, the evaluation of incoming bids, the monitoring of work in progress to ensure that specifications and standards are met, final site inspections and other follow up duties.
Swimming Pool Serviceperson (0037)	Provides custodial and maintenance tasks such as cleaning floors, walls, fixtures, etc., vacuuming water, filling chemical feeders, etc., at swimming pools.
Training and Safety Instructor (0202)	Provides classroom instruction and field training to employees operating different types of equipment. Makes recommendations as to whether or not employees are qualified to operate specific pieces of equipment and maintains records of such.
Transfer Station Operator (0204)	Participates in, and is responsible for, the operation and maintenance of a transfer station. Assigns and supervises the work of a small crew of unskilled or semi-skilled personnel connected with the operation.
Truck Driver I (0166)	Operates and is responsible for a two-axle motor vehicle up to and including a 5,000 kg G.V.W. This may involve pulling a trailer with one or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.
Truck Driver II (0170)	Operates and is responsible for a two-axle motor vehicle exceeding 5,000 kg G.V.W. This may involve pulling a trailer with one or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.
Truck Driver III (0173)	Operates and is responsible for a single motor vehicle with three or more axles. This may involve pulling a single axle trailer (with air brakes) or a trailer with two or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.
Truck Driver IV (0174)	Operates and is responsible for a tractor trailer combination designated under Alberta licensing requirements as needing a Class 1 Motor Vehicle Operator's License. Performs routine labouring work which may be required in connection with the operation of the vehicle.
Welder I (0146)	Performs Journeyperson level work in the trade of Welder including the use of acetylene and electrical welding equipment in the repair of bridge decks, trucks and heavy construction equipment and the welding of reinforcement ribs for deep sewer tunnels, handrails, stairways, etc.
Welder II (0149)	In addition to performing Journeyperson level work in the trade of Welder, supervises the work of other journeymen engaged in the trade including semi-skilled assistants.
Welder Foreperson (0151)	Directs and supervises the day to day activities of Journeymen of the Welder trade, related trades and semi-skilled assistants engaged in maintenance, repair and construction projects.

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Yard Worker (0001)	Responsible for the maintenance of storage yards and related facilities including: manual or mechanical loading and unloading of materials and equipment; preparing materials and equipment for installation, ordering and receiving materials and equipment; and keeping accurate records of the repair, receipt and issue of stores items.
Zoo Attendant I (0040)	Performs semi-skilled manual and custodial tasks in the feeding, custody and care of animals, birds and other zoo inhabitants and in the maintenance of zoo grounds and facilities; may operate amusement rides or patrol work.
Zoo Attendant II (0041)	In addition to performing tasks related to the feedings, care and custody of zoo inhabitants, conducting tours, operating rides, etc., is engaged in leadhand supervision.

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
Machinists		
113.40	Inside Micrometer	2.0" - 12.0"
	Micrometers	0-1.0",0-4.0"
	Pliers	6.0", 8.0"
	Crescent Wrenches	8.0", 15.0"
	Allen Wrench Set	0.5"
	Screw & Centre Gauge	
	Thread Pitch Gauge (2)	
	Screwdrivers (Set of 9)	
	Combination Square Set	
	Centre Punch	
	Pin Punches (Small Set)	
	Dial Indicator & Stand	
	Dividers	6.0"
	Steel Rules	6.0", 12.0"
	Hammers	8.0 oz., 16.0 oz.
	Calipers	6.0", 8.0"
	V Block & Clamp	3.0"
	Scribers (2)	
	Machinist Tool Box	
	Vise Grips	
	Hack Saw	
	Pry Bar	18.0"
	Feeler Gauge Set	
	Hand Stones (Set)	
	Radius Gauge	
	Telescoping Gauge	
	Round Handle Needle Files	
	Calculator	
	Machinist's Handbook or Redi-Reference	
Sheet Metal Mechanics & Apprentices (3rd & 4th Year)		
52.11	Tinsmith Hammer	
	Dividers	
	Awl	
	Set Screwdrivers (Assorted - incl. stubbies)	
	Tamper-proof Screwdriver	
	Cap Screwdrivers (Set)	
	Drill Chucks for Screws (Assorted)	
	Pop Riveter	
	Bull Snips	
	Tape	12.0'
	Crescent Wrench	8.0"
	Allen Wrench Set	
	Open-end Wrench Set	3/8" to 3/4"
	Hack Saw	
	Whitney Punch	
	Tool Pouch and Belt	
	Notchers	
	Tube Cutters	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	C-Clamp Vise Grips	
	Vise Grips	
	Metal Dollies (Set)	
	Hole Reamer for Drill	
	File	
	Cold Chisels (Set)	
	Slip Joint & Needle Nose Pliers	
	Pee-Wee Tape	
	Folding Tool #12	
	Mitre Square	
	Rivet Set	
Sheet Metal Mechanics & Apprentices (1st & 2nd Year)		
30.43	Tinsmith Hammer	
	Dividers	
	Awl	
	Set Screwdrivers (Assorted - incl. stubbies)	
	Tamper-proof Screwdriver	
	Pop Riveter	
	Bull Snips	
	Whitney Punch	
	Tool Pouch and Belt	
	Open-end Wrench Set	3/8" to 3/4"
	Allen Wrench Set	
	Crescent Wrench	8.0"
	Tube Cutters	
	Cold Chisels (Set)	
	Slip Joint & Needle Nose Pliers	
	Pee-Wee Tape	
	Vise Grips	
	Mitre Square	
Plumbing & Heating Foremen		
Plumbers and Apprentices (4th & 5th Years)		
59.17	Large Screwdriver (Slotted)	
	Screwdrivers (Set of 7 - Phillips, Robertson, Slotted)	
	Hacksaws- Regular & Close Quarter	
	Keyhole Saw	
	Hole Saws (Variety of Sizes) or Planetary	
	Crescent Wrenches	8" & 12"
	Tap Seat Wrench	
	Basin Wrench	12.0" or 17.0"
	Spud Wrench	
	Allen Wrench Set	
	3024 Chicago Trap Wrench (PO Plug)	
	Pipe Wrenches	6"or 8", 10", and 12" or 14"
	Strap Wrench	
	Tubing Cutters Rigid	#20 & #105

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Vise Grips	
	Metalmasters (1)	
	Cold Chisels (2)	
	Wood Chisels (1)	
	Files (Rattail & Common Bastard)	
	Scratch Awl	
	Spirit Level	9.0"
	Putty Knife	
	Plumb Bob	
	Ball Peen & Claw Hammers	
	Slip Joint & Needle Nose Pliers	1.0 lb.
	Water Pump-type Pliers	
	Tool & Centre Punches	
	Wood Rasp Round	
	Bits (Set)	
	Tool Box	
	Flaring Tool (Tubing)	
	Inspection Mirror	
	Nipple Extractors (Set)	
	Pocket Thermometers	
	Square	24.0"
	Try Square	12.0"
	Tape	12.0'
Plumber Apprentices (1st Year)		
18.58	Tape	12.0"
	Crescent Wrench	8.0"
	Pipe Wrench	6.0" or 8.0"
	Allen Wrench Set	
	Spirit Level	9.0"
	Claw Hammer	
	Slip Joint Pliers	
	Water Pump Pliers	
	Screwdrivers (Set of 7 - Phillips, Robertson, Slotted)	
	Tool Pouch or Tool Tote	
	Putty Knife	
	Tool Box	
	Pocket Thermometer	
	Files (Rattail & Common Bastard)	
	Scratch Awl	
Plumber Apprentices (2nd Year)		
32.44	Hack Saw & Keyhole Saw	
	Crescent Wrench	12.0"
	Tubing Cutter Rigid #105	
	Basin Wrench	12.0" or 17.0"
	Pipe Wrench	10.0"
	Ball Peen Hammer	1.0 lb.
	Needle Nose Pliers	
	Try Square	12.0"

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APPENDIX III - Required Tools for Various Trades		
ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Plumb Bob	
	Vise Grips	
	** Plus all 1st Year Plumber Apprentice tools*	
Plumber Apprentices (3rd Year)		
47.66	Close Quarter Hack Saw	
	Metalmasters (1)	
	3024 Chicago Trap Wrench (PO Plug)	
	Cold Chisels (2)	
	Wood Chisels (1)	
	Spud Wrench	
	Pipe Wrench	
	Wrecking Bar	12.0"
	Large Screwdriver (Slotted)	
	Wood Rasp Round	
	Center Punch	
	Flaring Tool (for Tubing)	
	Square	24.0"
	** Plus all 1st & 2nd Year Plumber Apprentice tools*	
Painter Foreperson		
Painters and All Apprentices		
4.86	Putty Knife	
	Broadknives	3.0", 4.5"
	Tool Box or equivalent	
	Claw Hammer	
	Dusting Brush	
	Screwdriver	
	Chalk Line	100.0'
Millwright I & II		
31.83	Set Screwdrivers (9)	
	Socket Set Challenger	1/4"
	Combination Wrenches	3/8" to 3/4"
	Crescent Wrenches	10.0", 12.0"
	Pipe Wrench	12.0"
	Allen Wrench Set	
	Needle Nose Pliers (Pair)	
	Water Pump Pliers	
	Knife & Putty Knife	
	Hack Saw	
	Pocket Thermometer	
	Steel Rule (Straight Edge)	12.0"
	Tool Box & Tool Pouch	
	Side Cutters	
	Feeler Gauge Set	
	Gasket Scraper	
	Tape	12.0'
	Punches (Centre Punch & 2 Drift Punches)	
	Cold Chisels (2)	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Ball Peen Hammers	12.0 oz., 16.0 oz.
	Vise Grips	
Carpenter Foremen		
Carpenters and Apprentices (4th Year)		
64.50	Hand Saws	8 point, 10 point
	Hand Saw (Keyhole)	
	Hack Saw	
	Coping Saw	
	Block Plane	
	Wood Chisels	3/8" to 1 1/4"
	Cold Chisels (2)	
	Spade Bit Set	
	Hand Level	24" min.
	Framing Square	24"
	Combination Square & Bevel Square	
	Measuring Tapes	10', 50'
	Side Cutters	
	Line	100'
	Screwdrivers (Set of 9 - Blade, Phillips, Robertson)	
	Hand Axe (Hatchet)	
	Scriber	
	Wrecking Bar	
	Nail Puller	
	Chalk Line Box	
	Nail Set (3-piece)	
	Pliers	
	Metalmasters (1)	
	Lino Knife & Utility Knife	
	Putty Knives (2-piece Set)	
	Rasps (Combination with 3 Faces)	
	Clamps (3) Quick Grip	**12”**
	Nail Hammer	
	Oilstone (1 double-faced stone)	
	Planes – Bench & Jack	
	Crescent Wrench	8.0” or 10.0”
	Bit Set	#**4, 6, 8, 10, 12** Slot (2) Phillips #**2, 3, 4**
	Allen Wrench Set	
	Needle Nose Pliers	
Carpenter Apprentices (1st Year)		
48.37	Hand Saw	8 point
	Hand Saw (Keyhole)	
	Coping Saw	
	Side Cutters	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Wood Chisels	3/8" to 1 1/4"
	Cold Chisels (2)	
	Hand Level	24" min.
	Framing Square & Combination Square	
	Measuring Tape	10'
	Nail Hammer	
	Wrecking Bar	
	Nail Set (2 pieces)	
	Line	100'
	Plane - Bench	
	Block Plane	
	Hand Axe (Hatchet)	
	Crescent Wrench	8.0" or 10.0"
	Screwdrivers (Set of 9 - Blade, Phillips, Robertson)	
	Utility Knife	
	Putty Knife (2-piece Set)	
	Lino Knife	
	Pliers	
	Metalmasters (1)	
	Rasps (Combination with 3 Faces)	
	Clamps (3) Quick Grip	
	Oilstone (1 double-faced stone)	
Carpenter Apprentices (2nd Year)		
53.84	Plane - Jack	
	** Plus all of Carpenter Apprentice (1st Year) tools*	
Carpenter Apprentices (3rd Year)		
60.89	Hand Saw (Finishing)	10 point
	Bevel Square	
	Nail Puller	
	Hack Saw	
	Files	
	File Handle	
	** Plus all of Carpenter Apprentice (2nd Year) tools*	
Automotive Mechanics and Apprentices		
472.50	As per Heavy Duty Mechanics & Apprentices list below with the following amendments:	
	1/2" Drive sockets	3/8" to 1 1/4"
	1/2" Drive impact sockets	1/2" to 1"
	Combination wrenches	5/16" to 1 1/4"
	Open end wrenches	5/16" to 1"
	Brake Adjusting Tool	
Heavy Duty Mechanics and Apprentices		
Heavy Equipment / Automotive Technicians		
472.50	Roller Cabinet (sufficient for storage and to secure tools)	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Top Chest (optional)	
	1/4" Drive socket set	3/16" - 9/16" (10 pieces)
	1/4" Drive deep socket set	3/16" - 9/16" (10 pieces)
	1/4" Drive socket set	4 mm - 14 mm
	1/4" Drive deep socket set	4 mm - 13 mm
	1/4" Drive ratchet	
	1/4" Drive extension	4"
	1/4" Drive extension	6"
	1/4" Drive extension	10"
	1/4" Drive u-joint adapter	
	3/8" Drive adapter	3/8" - 1/4"
	3/8" Drive socket set	3/8" - 7/8"
	3/8" Drive deep socket set	3/8" - 7/8" (9 pieces)
	3/8" Drive socket set	10 mm - 19 mm
	3/8" Drive deep socket set	10 mm - 19 mm
	3/8" Drive flex socket set	7/16" - 3/4"
	3/8" Drive flex socket set	10 mm - 19 mm
	3/8" Drive, hex drivers	1/8" - 3/8" (8 pieces)
	3/8" Drive, hex drivers	4 mm - 10 mm
	3/8" Drive extension	4"
	3/8" Drive extension	6"
	3/8" Drive extension	10"
	3/8" Drive u-joint adapter	
	3/8" Drive ratchet	
	3/8" Drive #3 Phillips	
	3/8" Drive Torx Driver set	T10-T50
	3/8" Drive adapter	3/8" – 1/2
	Spark plug socket	5/8"
	Spark plug socket	13/16"
	1/2" Drive adapter	1/2" - 3/8"
	1/2" Drive socket set	3/8" - 1 1/2" (14 pieces)
	1/2" Drive deep socket set	7/16" - 1 1/8" (12 pieces)
	1/2" Drive socket set	10 mm - 27 mm
	1/2" Drive deep socket set	10 mm - 27 mm
	1/2" Drive impact socket set	1/2" - 1 1/4"
	1/2" Drive flex bar	
	1/2" Drive ratchet	
	1/2" Drive extension	4"
	1/2" Drive extension	6"
	1/2" Drive extension	10"
	1/2” Drive u-joint adapter	
	Adjustable wrench	6"
	Adjustable wrench	10"
	Adjustable wrench	15"
	Pipe Wrench	14"
	Adjustable frame hacksaw	
	Pry bar	6"
	Pry bar	15"
	Pinch bar	22"
	Combination wrench set	5/16" - 1 1/2"

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Combination wrench set	6 mm - 27 mm
	Open end wrench set	5/16" - 1 1/4"
	Open end wrench set	6 mm - 27 mm
	Double end line wrench set (imperial)	3/8" – 11/16" (3 pieces)
	Double end line wrench set (metric)	7 mm – 15 mm, 17 mm (5 pieces)
	Circuit tester	
	1/2" Drive air impact wrench	
	3/8" Drive air ratchet	
	3/8" Drive air drill or equivalent cordless electric drill	
	Distributor wrench	1/2"
	Distributor wrench	9/16"
	Ignition wrench set	
	Ignition feeler gauge set	
	Spark plug gauge	
	Steel tape	12 ft
	Steel ruler	6 "
	Screw starter - common	
	Screw starter - Phillips	
	3 - Screwdriver - common	
	3 - Screwdriver - Phillips	
	3 - Screwdriver - Robertson	
	5 - Screwdriver - Torx	
	Brake spring remove/install or pliers	
	Brake shoe retaining spring tool	
	Brake adjusting tool	
	Tin snips	8"
	Wire crimpers	
	Pliers, water pump	16"
	Pliers, needle nose long	
	Pliers, vise grip (10" standard)	
	Pliers, diagonal cutter	7 1/4"
	Pliers, snap ring	small
	Pliers, snap ring	large
	Pliers, retainer ring	
	Pliers, slide joint	
	Ball peen hammer	1 lb.
	Ball peen hammer	2 lb.
	Ball peen hammer	3 lb.
	Plastic tip hammer	
	Rubber hammer	
	Allen wrench set (imperial)	
	Allen wrench set (metric)	
	Multi-Tester (Digital)	200 – 2M impedance
	Carbon scraper	
	Awl	
	Drill index (box only)	1/16" - 1/2"
	Extending magnet retrieval tool	
	Extending mirror inspection tool	
	Picks	
	Tubing cutter	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Punch set	1/16" - 5/32"
	Cold chisel set	
	Brass drift	
	Mechanical fingers retrieval tool	
Refrigeration Mechanic		
34.89	Set of Nut Drivers	
	Open-end Wrenches	3/16" x 1/4" 7/16" x 1/2" 1" x 15/16"
	Combination Wrenches	1/2", 9/16", ¾",1"
	Box End	7/16" x 3/8" 5/8" x 11/16"
	Crescent Wrenches	8", 12"
	Vise Grip	7"
	1/4" Socket Set	
	Screwdriver Set	8 piece Set
	Allen Keys Set AH14K	
	Pliers - Combination Needle Nose	
	Feeler Gauges	
	Service Valve Wrench (2)	
	Fuse Puller	
	Service Valve - "T" Wrench (3)	1/4", 3/8", 1/2"
	Flare Wrench	1 1/16" x 1 5/16" 1" x 3/4"
	Thermometer	(0˚ - 100˚)
	Tool Box Beach (B19)	
Steamfitter/Gasfitter		
Steamfitter Foreperson/Gasfitter		
58.74	Screwdrivers (Robertson #1, #2, #3)	
	½ Round File	
	Adjustable Wrench	6” and 12”
	Pipe Wrench	10”, 14” and 18”
	Level	2’
	Ball Peen Hammer	16 oz.
	Allen Wrenches	
	Combination Wrenches	3/8 – 3/4
	Exacto Knife	
	Flat File	
	Hack Saw	
	Inspection Mirror	
	Large Cold Chisel	1”
	Small Cold Chisel	3/4"
	Large Slotted Driver	
	Regular Slotted Driver	
	Line Up Bar	
	Metal Snips Left and Right	
	Needle Nose Pliers	
	Nipple Extractor	

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APPENDIX III - Required Tools for Various Trades

ALLOWANCE	BASIC TOOL KIT	
(in $$)	TOOL DESCRIPTION	SIZE
	Nut Driver (Set)	
	Philips Driver	
	Pocket Level	
	Pump Pliers	
	Tape Measure	25’
	Three Corner File	
	Tool Box	
	Tool Pouch	
	Tube Cutter	(10) and (205)
	Vise Grips	
	Wire Brush	

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APPENDIX IV - Clothing and Personal Protection Issuance

LEGEND

	Classification	Clothing Issue	Frequency of Issue
Waste Management Services; Neighbourhoods, Parks & Community Recreation			
Group 1	All Employees	• Hearing protection • Safety glasses + vests • Winter gloves	As required
Group 2 - All Areas -	All Labourer Classes	• Hard hats and liners • Hard toe rubber boots • Rubber suits + gloves	As required
Group 3, if applicable	All Employees	• Rubber boots • Slickers	As required
Transportation Services			
Group 4	All Employees	• Hard hats + liners • Coveralls • White disposable coveralls for flagging • Safety vests • Leather gloves/mitts	As required
Group 5	• Auxiliary, Brushing and Utility Crews • Equipment Operators • Beatmen	• Rubber boots, gloves + suits	As required

APPENDIX IV - CLOTHING AND PERSONAL PROTECTION ISSUANCE

Area	Classification	Clothing Issue	Frequency of Issue
Facility Maintenance Services			
All of *Group 3* in the Legend, if applicable, plus:			
	Carpenter (all classes)	• Coveralls (2) • Leather Gloves	Annually
	• Maintenance Repairmen I, II • Millwrights I, II • Sheet Metal Mechanic	• Coveralls or Smocks (2)	Annually
	Plumber (all classes)	• Coveralls - acid resistant (2)	Annually
	• Painter (all classes) • Gasfitter • Refrigeration Mechanic • Mech. Contract Insp. • Steamfitter • Roofer • Floor covering Mechanic • HVAC Mechanic	• Coveralls (2)	Annually
	Parking Lot Attendant (all classes)	• Jacket • Shirts (3) • Trousers (2)	As required
		• Parka	Every 4 years
	Custodial Workers (all classes)	*Male:* • Trousers (2) • Shirts (2)	Replacement upon demonstrated

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APPENDIX IV - CLOTHING AND PERSONAL PROTECTION ISSUANCE			
Area	Classification	Clothing Issue	Frequency of Issue
		Female: • Up to 2 uniforms per year, appropriate to the industry, purchased by the employee or the City. Receipts for employee-purchased uniforms will be reimbursed for costs up to $150 per year.	need
	Custodial Inspector	• All season coat	Replacement upon demonstrated need
Waste Management Services			
	Refuse Collector IV, III, II, I	• Cloth or leather gloves (summer) max. of 4 pair/year • Leather mitts (winter) max. of 2 pair/year	As required
		• Rubber gloves • Rubber boots (permanent employees only) • Coveralls – choice of: summer, fall, winter coveralls	Annually
		• Rain suits (permanent employees only)	1 suit approx. every 3 years
	• Transfer Station Operator • Truck Driver IV	• Coveralls (2 pairs)	Annually
		• Leather gloves (summer) max. of 4 pair/year • Leather mitts (winter) max. of 2 pair/year • Rubber gloves • Rubber boots (permanent employees only)	As required
	Landfill Attendants	• Puncture-proof insole (2 pair) • Hard hats + liners (for paper picking only)	As required
	ECO Station Attendants	• Leather + Nitrel Gloves • Orange coveralls • Winter coveralls • Tyvek disposable coveralls • Respirators (with cartridges) • Face shields • Prescription safety glasses	As required
	Community Depot Attendants	• Leather + rubber gloves • Safety vests	As required
	Bin Maintainer	• Cloth or leather gloves summer) max. of 4 pair/year • Leather mitts (winter) max. of 2 pair/year • Rubber gloves • Rubber boots (permanent	As required

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APPENDIX IV - CLOTHING AND PERSONAL PROTECTION ISSUANCE

Area	Classification	Clothing Issue	Frequency of Issue
		employees only)	
		• Coveralls – choice of: summer, fall, winter coveralls	Annually
		• Rain suits (permanent employees only)	1 suit approx. every 3 years
	Cure Site Staff	• Winter/Summer coveralls (1 each) • Rubber boots	Annually
		• Rain suit (1)	Every 3 years
Fleet Services			
All of *Group 1* in the Legend plus:			
Fabrication Shop	• Shop Coordinator • Machinist	• Coveralls or smocks (2)	Annually
	• Maintenance Repairperson • Labourer II	• Coveralls (2)	Annually
	Welder	• Coveralls (2) OR (1) insulated coveralls	Annually, or upon demonstrated need
		• Leathers • Welder's mask + gloves	As required
	Blacksmith	• Shirt and pants	Annually
All Other Areas	• Automotive Mechanic • Automotive Serviceperson • Heavy Duty Mechanic	• Coveralls or smocks (2) OR (1) insulated coveralls	Annually, or upon demonstrated need
	• Garage Foreperson • Shop Controller • Insp./App./Cont. • Auto Body Mechanic	• Coveralls or smocks (2)	Annually
Community & Facility Services			
Recreation Facilities Branch	All Classes	• Hard hats + liners	At start of employment
		• Rubber boots OR hip-waders	As required
		• Summer + winter gloves (2) - (50% reimbursement to a max. of $15/pair)	Per season
	Historical Artisan I	• Coveralls or smocks (2)	At start of employment or in January of each year
	Carpenter	• Coveralls or smocks (2) • Leather gloves	As required
	Rink Attendant	• Ice clogs	As required
Valley Zoo	Zoo Keeping Staff	• Pants • Golf shirt • Sweat shirt • Winter parka • Squall type coat • Rainwear (1) • Tilley-style hat (1)	As required

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APPENDIX IV - CLOTHING AND PERSONAL PROTECTION ISSUANCE

Area	Classification	Clothing Issue	Frequency of Issue
		• Leather gloves	
	Grounds Keeping Staff	• Pants • Golf shirt • Sweat shirt • Wind breaker	As required
Community Standards			
	Park Rangers (on year-round duties)	• Ties (2) • Shirts (3) • Trousers (2)	Annually
		• Patrol jacket (1) • Parka (1) • Rainwear (1)	As required
	Park Rangers (on other than a year-round permanent basis, at start of service)	• Ties (2) • Shirts (3) • Trousers (2) • Patrol jacket (1)	At start of service
		• Parka (1) • Raincoat (1)	As required
	Park Rangers	• Bike shorts (for Rangers assigned to trail patrol)	Replacement upon demonstrated need
Enforcement Unit - Bylaw Services Section	Field Inspector (on year-round duties)	• Ties (2) at commencement of service	As required thereafter
		• Uniform shirts	3 per year
		• Uniform trousers	2 per year
		• Patrol jacket (winter) - 1 issue • Patrol jacket (summer) – 1 issue • Raincoat – 1 issue	As required thereafter
		• Leather belt • Leather gloves	As required
	Field Inspector (on other than a year-round permanent basis)	• Ties (2) at commencement of service	As required thereafter
		• Uniform shirts	3 per year
		• Uniform trousers	2 per year
		• Patrol jacket (winter) - 1 issue • Patrol jacket (summer) – 1 issue • Raincoat – 1 issue • Leather belt	As required thereafter
		• Leather gloves	As required
	Animal Health Technologist (permanent employees)	• Laboratory coats • Scrub sets	As required
	Animal Health Technologist (non-permanent employees)	• Laboratory coats (2) • Scrub sets (2)	At start of service
Neighbourhoods, Parks & Community Recreation			
	Pesticide Spraying Crews	• Coveralls	As required
	Labourer II, Equipment Operator	• Ballistic nylon gloves	As required

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APPENDIX IV - CLOTHING AND PERSONAL PROTECTION ISSUANCE			
Area	Classification	Clothing Issue	Frequency of Issue
	I (operating chain saws)	• Chainsaw pants	
Transportation Operations			
	All Employees *except* Meter Servicemen	• Safety goggles	As required
	Sign Fabricator	• Gloves • Coveralls • Face shields	
	Maintenance Repairperson	• Coveralls (2)	Annually
	• Labourer • Pavement Marker	• Safety vest	As required
	Field Crew	• Hard hats + liners	As required
	Paint Crew	• Coveralls	As required
	Traffic Crew (Signs)	• Winter mitts (2) + gloves	As required
	Parking Meter Serviceperson	• Jacket • Shirts (3) • Trousers (2)	Annually
		• Parka	Biennially
		• Burberry coat	Triennially
All of *Groups 4 and 5* in the Legend, plus:			
	Concrete Crews	• Knee pads • Face shield • Safety goggles	As required
	Paving Crew (asphalt plant)	• Rubber apron	As required

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PART II – HEALTH AND BENEFITS PLAN

27 Income Protection Plan

For the purpose of administering the Income Replacement Plan, all references to "Return to Work" in Article 27-*Income Protection Plan* shall mean a "return to work to active employment". "Active Employment" means the employee has returned to regular or pre-disability duties and hours of work, and does not include paid or unpaid leaves of absence.

27.01 Waiting Period

A probationary employee who has completed 90 calendar days of continuous civic employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least 10 consecutive working days.

27.01.01 An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for 1 complete pay period or more, during the 90 calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.

27.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of 1 complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.

27.02 The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

27.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of their regular position due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions:
Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of clause 27.04.

Length Of Continuous Service	Income Protection Benefits At 100% Of The Regular Rate Of Pay (the lesser of the following)	Income Protection Benefits At 90% Of The Regular Rate Of Pay (the lesser of the following)
Less than 90 calendar days	0 working days or 0 hours	0 working days or 0 hours
90 calendar days or more but less than 1 calendar year	0 working days or 0 hours	85 working days or 680 hours
One calendar year or more	85 working days or 680 hours	0 working days or 0 hours

The benefit duration will not be less than 15 weeks or 75 working days for members who receive Income Protection based on 680 hours.

A member who has received the lesser of 85 working days or 680 hours of Income

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Protection benefits at 100% of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of 90% of the member's regular rate of pay upon their return to work.

If such member is in receipt of benefits at 90% of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at 100% of the regular rate of pay until they return to work for 10 consecutive working days.

A member who has received the lesser of 85 working days or 680 hours of Income Protection benefits at 90% of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of 75% of the member's regular rate of pay upon their return to work.

If such member is in receipt of benefits at 75% of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at 90% or 100% of the regular rate of pay until they return to work for 10 consecutive working days.

The term "*payroll year*" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

The working days of Income Protection entitlement for part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the 8 weeks preceding the absence divided by 5, compared with those hours worked by full-time members.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment with the City in accordance with Article 28.12-*Rehabilitative Employment and Training* and is unable to perform the duties of the alternative position due to personal non-occupational disability shall be entitled to receive Income Protection Benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of 10 working days or 80 hours of benefits in a payroll year and shall be paid for such benefits at 100% of the regular rate of pay of the alternative position.

27.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until they return to work for the City for a period of at least 10 consecutive working days. Periods of leave of absence without pay in excess of 1 complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For accreditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.

27.03.02 If a member is unable to perform the duties of their regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of their regular position.

27.03.03 A member's eligibility for Income Protection benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.

27.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's

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entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member validates their claim in accordance with the provisions of Article 37.03-Validation of Claims, to substantiate their disability. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.

27.03.05 Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:

27.03.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.

27.03.05.02 Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.

27.03.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, subject to Article 37.02.02-*Limitations and Exclusions*.

27.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.

27.03.05.05 Any monies received from the Workers' Compensation Board (excluding Non-Economic Loss Payments) either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.

27.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.

27.05 Employees shall schedule medical and dental appointments outside of work hours whenever possible.

However, if a permanent or probationary employee is compelled to arrange a personal medical or dental appointment during working hours, such employee shall be allowed to meet such appointment on City time and without loss of pay, provided that the employee is absent from work for a period of 3 hours or less. Such employee shall not be required to make up the time spent away from work to keep the appointment.

Medical and dental appointments which require the employee to be absent from work for longer than 3 hours shall be deducted from the employee’s accumulated Income Protection benefits.

However, an employee whose absence exceeds 3 hours for a medical or dental appointment may use banked overtime or vacation credits as applicable for the hours or portion thereof in excess of 3 hours in order to avoid having the absence counted as an incident of absence.

27.06 Each period of absence from work due to non-occupational disability which exceeds 3 hours, shall be counted as 1 incident of absence for the purposes of this Plan.

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On the 4th and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at 75% of the member's regular rate of pay. However, if a member had 3 or less incidents of absence in the previous payroll year, Income Protection benefits shall be payable at 75% of the member's regular rate of pay on the 5th and each subsequent incident of absence in a payroll year. Upon the recommendation of a Department Head, the Plan Administrator shall have the discretion to waive the benefit reduction.

Subject to approval by the Plan Administrator, a member who is receiving ongoing therapeutic treatment for a life threatening disability, and as a result is absent from work for periods in excess of 3 hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as 1 incident of absence in any payroll year.

27.07 Recurring Disabilities

27.07.01 If a member returns to work after a period of disability and becomes disabled again within 30 calendar days of their return to work due to causes related to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the 85 day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in clause 27.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

27.07.02 If a member returns to work after a period of disability and becomes disabled again within 10 calendar days of their return to work due to causes unrelated to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the 85 day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in clause 27.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

27.08 Other Benefits While Disabled

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

27.09 Duration of Benefits

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

27.09.01 The date the member is no longer disabled from performing the duties of their regular position, or any alternative employment made available to the member by the City.

27.09.02 The date the member's Income Protection benefits have been expended.

27.09.03 The date the member dies.

27.09.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

27.10 Alternative Employment With the City

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27.10.01 If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing alternative duties for the City, and the member engages in such alternative City employment then the Income Protection benefits payable shall be the difference between the member's regular rate of pay and the regular rate of pay of the alternative employment.

27.10.02 Such reduced benefits will continue until the member has been unable to perform the duties of their regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Article 27.07-*Recurring Disabilities* where the maximum period of 85 days will be cumulative.

GRADUATED RETURN TO WORK (REGULAR DUTIES)

Where an approved rehabilitation plan involves the employee's return to regular duties on a part-time basis, Income Protection benefits payable shall be reduced to the number of hours the employee is unable to work. Only in such graduated return to work situations, Income Protection benefits expire once the employee has exhausted a maximum of 680 hours during the period of disability.

27.10.03 Failure to Accept Alternate Employment

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

27.10.04 Recurrence of Disability While Engaged in Alternative Employment

If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on their original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of their regular position for a maximum period of eighty-five (85) working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Article 27.07-*Recurring Disabilities* where the maximum period of 85 days will be cumulative.

27.11 Alternate Employment With an Employer Other Than the City

If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of their regular position due to personal non-occupational disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Article 27.07-*Recurring Disabilities* where the maximum period of 85 days will be cumulative.

27.12 Unapproved Employment for Gain

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If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan for such disability. In addition, the member will be subject to discipline up to and including dismissal.

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28 Long Term Disability Plan

For the purpose of administering the Long Term Disability Plan, all references to "Return to Work" in Article 28-*Long Term Disability Plan* shall mean a "return to work to active employment". "Active Employment" means the employee has returned to regular or pre-disability duties and hours of work, and does not include paid or unpaid leaves of absence.

28.01 Waiting Period

A permanent or probationary employee who has not attained their normal retirement age and who has completed 90 calendar days of continuous civic employment since the last date they commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least 10 consecutive working days.

28.01.01 When an employee is absent from work during the waiting period due to personal disability for 1 complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.

28.01.02 When an employee is on approved leave of absence without pay during the waiting period for 1 complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such leave.

28.02 Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of Article 28.15-*Limitations and Exclusions,* clause 28.15.02 shall continue to contribute premiums to the Long Term Disability Plan.

28.03 Eligibility for Benefits

A member will not be eligible to receive Long Term Disability benefits until the elimination period has expired.

The elimination period ends after the member has been totally disabled for an uninterrupted period of 85 working days.

28.03.01 The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

28.03.02 In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, or the member's ability to perform alternative employment,

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the same shall be settled by referring the dispute to a hearing with:

- a single independent physician; or
- where the City and the Union do not agree to a single physician, to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member, and an independent physician.

The City and the Union shall attempt to agree upon the selection of the independent physician. If the City and the Union cannot agree upon the selection with 30 calendar days, the process outlined in the Duty to Accommodate Framework Agreement (*Procedures for Obtaining Expert Opinions)* shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City of Edmonton and both the Union and the Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the single independent physician or the majority of the review panel members shall be final and binding on the member, the City and the Union. The City appointed chairperson shall not be a voting participant in the decision-making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Article 37.02 – *Limitations and Exclusions.*

With the advance mutual agreement of the City and the Union, grievances concerning the duty to accommodate members on the basis of physical or mental disability that cannot be settled by the process outlined above may be referred to the *Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement* (see Addendum of the same name).

28.04 FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following 24 month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, they are completely unable to perform the duties of their regular position. For Long Term Disability claims commencing before September 2, 2007, all references to the "*own occupation period of disability*" or the "*initial 12 month period*", in the balance of this Agreement shall mean a period of "*24 months*".

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following 12 month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, they are completely unable to perform the duties of their regular position.

"*Completely unable to perform the duties of their regular position*" when used in reference to the Long Term Disability Plan shall mean that a member is unable to perform those duties of their regular position which regularly occupy 60% of the member's work day.

28.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial 12 month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in

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rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial 12 month period.

"*Initial 12 month period*" when used in reference to the Long Term Disability Plan shall mean a 12 month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of their regular position including any period of time defined in Articles 28.12-*Rehabilitative Employment and Training*, 28.13-*Rehabilitative Employment and/or Training With the City,* and 28.14-*Rehabilitative Employment and/or Training With an Employer Other Than the City*.

In accordance with the terms of Article 28.12-*Rehabilitative Employment and Training* the period of rehabilitative employment and/or training may be extended beyond 12 months and this extension shall be included as part of the definition of "*initial 12 month period* ".

"*An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience*" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to 50% of their regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the 12 month period ending on the previous November 30.

28.06 Duration of Benefits

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

28.06.01 The date prior to the day the member attains normal retirement age.

28.06.02 The date the member is no longer disabled as defined by the terms of this Plan.

28.06.03 The date the member dies.

28.06.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective.

28.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

28.07 Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date they were first eligible for Long Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times 26.1.

For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding 8 weeks and multiplying this

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result by 52.2.

The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
Up to $36,000	**67%**
$36,001 to $72,000	**55%**
$72,001 to $120,000	**50%**

The maximum monthly benefit payable shall not exceed $4,000. The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by 12.

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

28.07.01 Benefits to which the member is entitled as a result of their disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.

28.07.02 Any monthly income payable as a result of the member's disability from any plan:

- including those plans for which the member has made contributions as a result of Provincial or Federal legislation, but
- excluding other insurance which has been personally contracted for.

28.07.03 Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.

28.07.04 Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.

28.07.05 Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Articles 28.13-*Rehabilitative Employment and/or Training With the City,* and 28.14-*Rehabilitative Employment and/or Training With an Employer Other Than the City* would apply.

28.08 Lump Sum Settlements

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have 1 of the following options:

28.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the

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Consumer Price Index for the Edmonton region during the 12 month period ending on the previous November 30, or 5%.

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Union from any and all obligations to the member under this Plan.

28.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

28.09 Coverage Under Other Benefit Plans While Disabled

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

During the initial 24 month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care Spending Account, and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

During the initial 12 month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care Spending Account, and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the member except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

28.10 FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

If after expiration of the initial 24 month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Health Care Spending Account, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

If after expiration of the initial 12 month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Supplementary Health Care Plan, Health Care Spending Account, and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan member.

28.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

Member contributions shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

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Member contributions shall be paid by the Long Term Disability Plan member.

28.11.01 Regular deductions for union dues shall continue to be made from the Long Term Disability benefit payable to the member.

28.12 Rehabilitative Employment and Training

During the initial 12 month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City.

In the event that these 3 parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be referred to a hearing with:

- a single independent physician; or
- where the City and the Union do not agree to a single physician, to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member, and an independent physician.

The City and the Union shall attempt to agree upon the selection of the independent physician. If the City and Union cannot agree upon the selection within thirty (30) calendar days, the process outlined in the Duty to Accommodate Framework Agreement (*Procedures for Obtaining Expert Opinions)* shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City of Edmonton and both the Union and the Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the single independent physician or the majority of the review panel members shall be final and binding on the member, the City and the Union. The City appointed chairperson shall not be a voting participant in the decision-making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Article 37.02-*Limitations and Exclusions.*

With the advance mutual agreement of the City and the Union, grievances concerning the duty to accommodate members on the basis of physical or mental disability that cannot be settled by the process outlined above may be referred to the Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement (*Addendum 2).*

The rehabilitative employment and/or training may include one or more of the following activities:

28.12.01 Employment in an occupation which is compatible with the nature of the disability and the medical prognosis or;

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28.12.02 Participation in a formal secondary, vocational or post-secondary training program or;

28.12.03 Such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

28.13 Rehabilitative Employment and/or Training With the City

If, during the initial 12 month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing rehabilitative employment with the City, and the member engages in such rehabilitative employment, then the Long Term Disability benefits will continue for the balance of the initial 12 month period. However, the Long Term Disability benefits will be reduced to 50% of the amount by which the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of the rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

28.13.01 If, during the initial 12 month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on their regular rate of pay on the date they first became eligible to receive Long Term Disability benefits provided they were a member of such Plans upon commencement of the payment of Long Term Disability benefits.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

Member contributions to other applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

Member contributions to other applicable City benefit plans will be paid by the member, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

28.13.02 If, during the initial 12 month period, a member engages in rehabilitative employment with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, they shall be eligible to receive Income Protection benefits in accordance with the provisions of Article 27.03-*Benefits* based on the regular rate of pay of the rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the period for which the member is receiving such Income Protection benefits. If the periods of absence exceed the period of time contemplated in Article 27.03-*Benefits*, the member

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shall receive Long Term Disability benefits for the period in excess of the interval contemplated in Article 27.03-*Benefits* based on their regular rate of pay on the date they first became eligible for Long Term Disability benefits.

28.14 Rehabilitative Employment and/or Training With an Employer Other Than the City

28.14.01 If, during the initial 12 month period, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but engages in gainful rehabilitative employment with another employer, and such outside rehabilitative employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial 12 month period. However, the Long Term Disability benefits will reduce to fifty percent (50%) of the amount by which the member's bi-weekly rate of pay on the date they first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside rehabilitative employment provided always that the resultant amount is not less than the Long Term disability benefit the member was receiving prior to engaging in rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

28.14.02 A member who is engaged in approved rehabilitative employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless they has similar coverage under other such plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

Member contributions to City plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

Member contributions to City plans shall be paid by the Long Term Disability Plan member, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

28.14.03 A member who is engaged in approved rehabilitative employment with another employer, and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007:

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007:

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the member.

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28.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that their participation in such plans will cease upon expiration of the initial 12 month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

28.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date they commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan. In addition, the member may be subject to discipline up to and including dismissal.

28.15 Limitations and Exclusions

28.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician or psychiatrist legally licensed to practice medicine. If such attending physician or psychiatrist is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.

28.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the 12 month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the 180 day period prior to becoming a member of the Long Term Disability Plan. An employee who is ineligible to receive Long Term Disability benefits during such 12 month period shall not be eligible to participate in the Long Term Disability Plan unless they returns to work for the City for a period of at least 10 consecutive working days commencing on the date following the completion of the twelve (12) month period referred to in this article.

28.16 Cost of Living Increases

Long Term Disability payments will be reviewed annually by the Long Term Disability Advisory Board. The Board shall review and consider an annual actuarial valuation and report and may recommend to the Plan Administrator adjustments to Long Term Disability payments.

28.17 Recurring Disabilities

28.17.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within 180 calendar days of their return to work due to causes related to the earlier disability, and the second period of disability covers 10 working days or more, and the second period of disability is not fully covered by the Income Protection Plan, then the 2nd period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

28.17.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within 30 calendar days of their return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the 2nd period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits

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shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

28.17.03 A member who returns to work in approved employment with another employer, after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within 180 calendar days of their return to work due to causes related to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

28.17.04 A member who returns to work in approved employment with another employer after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within 30 calendar days of their return to work due to causes unrelated to the earlier disability, then the 2nd period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the 2nd period of disability began.

28.18 Long Term Disability Plan Advisory Board

A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:

28.18.01 The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.

28.18.02 The Board shall be composed of 3 representatives from the City and 3 representatives from the Union.

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29 Wind-Up of Former Income Replacement Plan

29.01 Effective upon the implementation date of the Income Protection and Long Term Disability plans, all employees eligible for membership in such plans shall cease to make contributions to the Income Replacement Plan and no Income Replacement benefits shall be paid to any such member from the Income Replacement Plan from such day forward, other than lump sum payments as provided for in this Agreement.

29.02 Employees, who are not eligible for membership in the Income Protection and Long Term Disability plans, upon the implementation date of these Plans, or who are ineligible to receive Long Term Disability Plan benefits in accordance with *28.15.02-Limitations and Exclusions*, will continue to be members of the Income Replacement Plan until such time as they are eligible for membership in the Income Protection and Long Term Disability Plans or have served the required waiting period for pre-existing disabilities as described in Article 28.15-*Limitations and Exclusions*, clause 28.15.02. Such employees shall be governed by the terms and conditions of the Income Replacement Plan which are in effect on the date prior to the implementation of the Income Protection and Long Term Disability Plans. Such terms and conditions shall be considered to form part of this Agreement. If such employees should become eligible for membership in the Income Protection and Long Term Disability Plans they shall have their Income Replacement Banked Entitlement (as provided for in clause 29.03) further reduced by the amount of Income Replacement benefits paid after the implementation of the Income Protection and Long Term Disability Plans. Employees receiving benefits from the Income Replacement Plan shall pay those premiums which were in force on the last date prior to the implementation of the Income Protection and Long Term Disability Plans.

29.03 Effective on the last day prior to the implementation of the Income Protection and Long Term Disability Plans, each member shall be credited with an Income Replacement Banked Entitlement determined as follows:

Income Replacement Banked Entitlement = Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans.

29.03.01 Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans, shall be determined in accordance with the following schedules less any reductions provided for under the terms of the Income Replacement Plan or as specifically provided for in this Agreement.

SCHEDULE A : Income Replacement Entitlement			
Level	Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan	Credited (the lesser of the following)	Balance (the lesser of the following)
Level 0	Less than 3 months	0 hours	
Level 1	3 months	20 days OR 160 hours	20 days OR 160 hours (less reductions)
Level 2	1 year	20 days OR 160 hours	40 days OR 320 hours (less reductions)
Level 3	2 years	40 days OR 320 hours	80 days OR 640 hours (less reductions)

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SCHEDULE A : Income Replacement Entitlement			
Level	Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan	Credited (the lesser of the following)	Balance (the lesser of the following)
Level 4	3 years	80 days OR 640 hours	160 days OR 1,280 hours (less reductions)
Level 5	4 years	160 days OR 1,280 hours	320 days OR 2,560 hours (less reductions)
Level 6	5 years	200 days OR 1,600 hours	520 days OR 4,160 hours (less reductions)

A member who remained in the continuous employment of the City in excess of 5 years prior to the date of implementation of the Long Term Disability Plan shall, on each anniversary date prior to the date of implementation of the Long Term Disability Plan which follows completion of 5 years of service, have their Income Replacement Entitlement credited with a further amount of Income Replacement Entitlement which shall be determined by subtracting the sick leave taken in 1 year immediately preceding such anniversary date from the lesser of 10 working days or 80 hours and provided that a member shall not be credited with any Income Replacement Entitlement which would result in such member having an Accumulated Income Replacement Entitlement which is in excess of the lesser of 520 days or 4,160 hours. This provision shall not be effective prior to January 1, 1974.

29.04 For those members covered by Article 29 - *Wind-up of Former Income Replacement Plan*, clause 29.01 of this Agreement, the average incidence of sick leave on the last day on which the Income Replacement Plan is in force shall mean the total number of times that the member was absent from work prior to the implementation date of the Long Term Disability Plan due to personal non-occupational disability for a continuous period in excess of 3 hours divided by the member's years of continuous employment with the City on the last date on which the Income Replacement Plan is in force. The average incidence of sick leave shall not be less than one.

Average incidence of sick leave for the period January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

$$\frac{\text{Number of days of first 10 days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974}}{\text{Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974}} \times 1/2 = \text{Average Incidence of Sick Leave as of January 1, 1974}$$

29.04.01 Upon retirement to pension immediately following their service with the City, or death, members covered by Article 29 - *Wind-up of Former Income Replacement Plan*, clause 29.01 of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

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Income Replacement Banked Entitlement at date of retirement	*X*	.0083	*X*	Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan	*X*	Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force
Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in force						the lesser of (10 days or 80 hours)

OR

129	*X*	Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force
		the lesser of (10 days or 80 hours)

29.05 For those members covered by Article 29 - *Wind-up of Former Income Replacement Plan*, clause 29.01 of this Agreement, who become members of the Income Protection and Long Term Disability Plans, the average incidence of sick leave shall mean the total number of times that such member was absent from work, prior to their membership in the Income Protection and Long Term Disability Plans, due to personal non-occupational disability for a continuous period in excess of 3 hours divided by the member's years of continuous employment with the City on the date prior to their membership into the Income Protection and Long Term Disability Plans. The average incidence of sick leave shall not be less than one (1).

Average incidence of sick leave for the period of January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

Number of days of first 10 days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974	*X*	1/2	=	Average Incidence of Sick Leave as of January 1, 1974
Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974				

29.05.01 Upon retirement to pension immediately following their service with the City, or death, members covered by Article 29 - *Wind-up of Former Income Replacement Plan*, clause 29.02 of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

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$$\frac{\text{Income Replacement Banked Entitlement at date of retirement} \times .0083 \times \text{Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan} \times \text{Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force}}{\text{Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force}} \quad \text{the lesser of (10 days or 80 hours)}$$

OR

$$\frac{129 \times \text{Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force}}{\text{the lesser of (10 days or 80 hours)}}$$

29.06 Upon resignation, members shall receive a lump sum payment from the City equal to ½ the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.

29.07 The former Association, its affiliate unions and their respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.

29.08 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than 24 months after the date on which such layoff occurred. In instances where a layoff of a member exceeds 24 months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of Article 29 - *Wind-up of Former Income Replacement Plan*, clause 29.06 shall apply.

29.09 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the 12 month period ending on the previous November 30 until such time as payment is made to the member.

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30 Group Life Insurance

30.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay 50% of the premium and the member shall pay 50% of the premium through payroll deduction.

30.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

30.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay

30.04 A member's Group Life Insurance shall cease 31 days after termination of employment.

30.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
$10,000	$5,000/dependent

The members shall pay for 100% of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

30.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

31 Alberta Health Care

A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay 50% of the premium by payroll deduction and the City shall pay 50% of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

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32 Supplementary Health Care Plan

A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless:

- such employee is covered by a similar plan or,
- the employee has coverage by virtue of a spouse's membership in the Plan.

1) COST SHARING

The City shall pay 60% of the cost of this Plan and the member shall pay 40% of the cost by payroll deduction, effective December 30, 2001.

The City shall pay 70% of the cost of this Plan and the member shall pay 30% of the cost by payroll deduction, effective December 23, 2007.

2) LIFE EVENT

*

Employees who are eligible for membership, but do not become members of the Supplementary Health Care Plan as of their eligibility date due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan after a Life Event.

Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only after a Life Event.

3) RETIREMENT – CONTINUED PARTICIPATION IN THE PLAN

An employee who retires prior to age 65 may personally contract to continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and employee share) on a monthly basis. An Administrative guideline containing the detailed rules of participation in the Plan as a retiree will be maintained by the City, and any changes or amendments to the guideline will be communicated to the Union.

Retiring members who opt to continue coverage in the Supplementary Health Care Plan must remain members of such plan until the member's 65th birthday.

Coverage for the retired member participating in the plan terminates:

- On the retiree's 65th birth date; or
- The date the retiree is no longer eligible for Alberta Health Care due to a move out of province.
- Coverage for the dependent spouse participating in the plan terminates:
- On the spouse's 65th birth date, or
- On the retiree's 65th birth date, or
- The date the retiree is no longer eligible for Alberta Health Care due to a move out of province,

whichever occurs first.

4) TERMINATION OF PARTICIPATION

Participation in this Plan shall terminate on:

a) In the case of a member, the date of termination of employment with the City;

b) In the case of a widowed spouse of a member or a member who retired to a pension from the City, who contracts to continue participation in this Plan, the

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91st day after said person ceases to be a resident of the province;

c) In the case of a dependent, the date on which such dependent ceases to fall within the definition of a dependent, as specified herein.

5) COST CONTAINMENT

The parties agree to the following changes to the following cost containment features.

- Adoption of a recognized third party drug formulary after agreement between the parties.
- Use of lowest cost alternative drugs
- Maximum dispensing fee reimbursement per prescription as follows:

Drug Cost	Maximum Dispensing Fee
$0.00 - $74.99	$5.00 reimbursement
$75.00 - $149.99	$7.50 reimbursement
$150.00 or greater	$10.00 reimbursement

To ensure that the changes are appropriate and cost-effective, the parties also agree to periodically review the plan experience with respect to these changes.

6) PAY DIRECT

The City will utilize a "*pay-direct*" method of reimbursement for prescription drugs. Employees that are members of the City's Supplementary Health Care Plan will be provided with a drug card.

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

32.01 Supplementary Hospital Benefits

32.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.

32.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to 60 calendar days commencing on the 120th calendar day of such confinement and ending on the 180th calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

32.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.

32.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or $40 per day, whichever is lower.

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32.02 Major Medical Benefits

This plan will pay 80% of eligible major medical expenses claimed by a member, unless otherwise specified herein. Eligible expenses may be claimed by a member in accordance with the following:

32.02.01 Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.

32.02.02 For charges of professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.

32.02.03 The Plan shall pay a maximum of $2,000 per calendar year for the usual and reasonable costs of artificial limbs (excepting myo-electric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each 24 month period.

32.02.03.01 The Plan shall pay a maximum of $350 once in each 2 year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.

32.02.04 The Plan shall pay a maximum total of $2,000 per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or their dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services rendered is suffering from a chronic and/or debilitating condition.

32.02.05 The Plan shall pay a maximum of $1,000 per calendar year for the services of a chartered psychologist, or Masters of Social Worker engaged in the assessment or treatment of a mental or emotional illness of a member or their dependents. Submitted eligible expenses shall be 50% paid for by the Plan.

32.02.06 The Plan shall pay a maximum of $1,500 per calendar year for the usual and reasonable costs on the written order of a physician, for the purchase, repair or rental of:

32.02.06.01 Respiratory equipment including oxygen; CPAP machines are reimbursed at 80% and limited to the purchase of 1 machine in a 5 year period.

32.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;

32.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor

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glucose, reimbursed at 80% and limited to one such machine in each 5 year period.

32.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.

32.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.

Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.

32.02.08 The Plan shall pay a maximum of $1,000 per calendar year for services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled at no cost under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to $250 per benefit year as defined by the Alberta Health Authorities (April 1–March 31).

32.02.09 The Plan shall pay a maximum of $2,000 per calendar year for services rendered by a licensed chiropractor. Submitted eligible expenses shall be 80% paid for by the Plan.

32.02.10 The Plan shall pay a maximum of $500 per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.

32.02.11 The Plan shall pay a maximum of $500 per calendar year for acupuncture services, provided it is administered as a pain reliever or anesthetic by a registered acupuncturist. Submitted eligible expenses shall be 80% paid for by the Plan.

32.02.12 The Plan shall pay a maximum of $500 in any 5 consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be 50% paid for by the Plan.

32.02.13 The Plan shall pay $50 per covered person in any 2 consecutive calendar year period for eye examination administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.

32.02.14 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.

32.02.15 Claims must be received by the Plan Adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, drug names, first and family names of individuals receiving drugs or services and dates when services were provided.

Claims received by the Plan Adjudicator on or after May 1 will not be honoured.

32.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

32.04 For the purposes of this Plan, the following definitions will apply.

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32.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides 24 hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

32.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

32.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

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33 Dental Plan

33.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.

33.02 The City shall pay 65% and the member shall pay 35% of the required premium by payroll deduction.

33.03 Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

33.03.01 100% reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anesthesia, house/hospital visits and special office visits.

33.03.02 (80% reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (re-cementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).

33.03.03 50% reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.

33.03.04 50% reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand dollars ($2,000).

33.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the 12 calendar months following the date of joining this Plan, benefits shall be restricted to 100% reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the 12 calendar month restricted period, such members shall be eligible for the full benefits as described in Article 33.03-*Dental Plan Benefits*.

* 1) Employees who are eligible for membership, but do not become members of the Dental Plan as of their eligibility date due to other plan membership, including another City Dental Plan, may only join the plan after a Life Event and shall have restricted coverage for the first 12 calendar months, as outlined in clause 33.04.

2) Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within 30 days of a Life Event.

33.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the current Alberta Blue Cross Usual and Customary Dental Fee Guide, whichever is the lesser.

33.06 In the event that the expected cost of treatment or service exceeds $500, the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine

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whether or not they wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under clause 33.06.

33.07 Limitations and Exclusions

33.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a 24 calendar month period or in respect of charges for bite-wing films, where such films have been taken more than once in a 12 calendar month period.

33.07.02 Oral Examinations

Complete oral examinations more than once in a 24 month period or recall examinations more than once in a 12 month period, shall not be allowed for reimbursement. Recall examinations for dependents under the age of 18 years shall be covered twice in each 12 month period provided they are at least 6 months apart.

33.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth shall be covered only once in a 12 month period except that for dependents under the age of 18 years cleaning or scaling of teeth and fluoride treatments shall be covered twice in each 12 month period provided they are at least 6 months apart. Fluoride treatments shall not be covered for members or dependents over the age of 18 years.

33.07.04 Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

33.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;

33.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;

33.07.04.03 charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:

33.07.04.03.01 The replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or

33.07.04.03.02 the existing denture or bridgework was installed at least 5 years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or

33.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within 12 months from the date of installation of the immediate temporary denture.

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33.07.05 Tooth Implants

As the Plan provides reimbursement for 50% of the equivalent amount for a bridge, the parties agree to allow tooth implants to a maximum of $1,250 per member. A frequency limitation of 2 implants per calendar year shall apply.

33.07.05.01 In addition to the implant maximum, the cost of the appliance on top of the implant (that is, the crown) will be reimbursed at a rate of 50% of the cost of the crown.

33.07.06 There shall be no coverage or reimbursement under this Plan in respect of the following:

33.07.06.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within their scope;

33.07.06.02 charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;

33.07.06.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;

33.07.06.04 charges for dental treatment required as a result of self-inflicted injury;

33.07.06.05 charges made by a dentist for broken appointments or for completion of claim forms;

33.07.06.06 charges for dental care or treatment which is only for cosmetic purposes;

33.07.06.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;

33.07.06.08 charges for services rendered while not a member of this Plan;

33.07.06.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;

33.07.06.10 charges resulting from injury due to voluntary participation in a riot or civil insurrection;

33.07.06.11 services or supplies intended for sport or home use, such as mouth guards;

33.07.06.12 charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;

33.07.06.13 charges for which a claim has already been submitted for reimbursement by a member's spouse;

33.07.06.14 charges for oral hygiene instruction.

33.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend 30 calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the 90 calendar day period prior to the date of the last premium payment.

33.09 An employee who retires prior to age 65 may personally contract to continue participation in the City's Dental Plan by paying the full premiums (City and employee share) on a monthly basis. An Administrative guideline containing the detailed rules of participation in the Plan as a retiree will be maintained by the City, and any changes or amendments to the guideline will be communicated to the Union.

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Retiring members who opt to continue coverage in the Dental Plan must remain members of such plan until the member's 65th birthday.

Coverage for the retired member participating in the plan terminates:

- On the retiree's 65th birth date; or
- The date the retiree is no longer eligible for Alberta Health Care due to a move out of province.

Coverage for the dependent spouse participating in the plan terminates:

- On the spouse's 65th birth date, or
- On the retiree's 65th birth date, or
- The date the retiree is no longer eligible for Alberta Health Care due to a move out of province,

whichever occurs first.

33.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the member's premium shall be paid in accordance with Article 28.09- *Coverage Under Other Benefit Plans While Disabled.*

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34 Health Care Spending Account

34.01 Health Care Spending Account-Permanent Employees

* 34.01.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of $900 commencing the first pay period of each year.

34.01.02 Each eligible permanent part-time employee will be provided with a Health Care Spending Account in the amount of $250 commencing the first pay period of each year.

34.01.03 To be eligible for the credits outlined in 34.01.01 or 34.01.02, permanent full-time or permanent part-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.

* 34.01.04 Permanent full-time and permanent part-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of $450 for permanent full-time employees and $125 for permanent part-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.

34.01.05 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.

34.01.06 To qualify for reimbursement from the Health Care Spending Account, the expense must be:

a) a qualifying medical expense under the Income Tax Act (Canada);

b) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account and before the last day of the last pay period in the year; and

c) all other sources of reimbursement must have been accessed first.

34.01.07 Expenses may be submitted on behalf of eligible dependents as listed in clause 37.02.05.

34.01.08 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.

34.01.09 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.

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34.01.10 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.

34.01.11 The City will and update as required the communication material outlining the terms and conditions of the plan.

34.01.12 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent part-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.

34.01.13 For the purposes of the administration of the Health Care Spending Account the phrase "Policy Year" refers to the period from the first day of the first pay period of the year until the last day of the last pay period of the year.

34.02 Health Care Spending Account-Provisional Employees With 5 Years of Continuous Service

* 34.02.01 To be eligible for the Health Care Spending Account benefit, the employee must have 5 years of continuous service as a Provisional status employee, in any class of work falling within CUPE Local 30's jurisdiction.

34.02.02 Each eligible Full-time or Part-time Provisional (PV FT or PT) employee will be provided with a Health Care Spending Account deposit in the first pay period of the payroll year, in the amount of:

- $125, if the employee worked less than 1200 hours in the previous payroll year; or
- $200, if the employee worked 1200 hours or more in the previous payroll year.

To be eligible for the benefit, the part-time provisional employee must be actively at work during the first pay period of the year.

34.02.03 To be eligible for the benefit, the full-time Provisional employees must be actively at work during the 1st pay period of the year, OR during the 13th pay period of the year.

Employees who qualify by being actively at work during pay period 1 would receive the HCSA credits in the first pay period of the year ($125 or $200, depending on hours worked in the previous year). Employees who qualify by being actively at work during pay period 13 would receive the HCSA credits in the pay period in which July 1 falls ($125 or $200, depending on hours worked in the previous year). Example: an eligible FT-PV employee who regularly works March to November each year would be on layoff during the 1st pay period of the year, but would be actively at work during the 13th pay period of the year. This employee would receive a HCSA deposit in a lump sum in the pay period in which July 1 falls.

* 34.02.04 Eligible Expenses: To qualify for reimbursement from the HCSA, the expense must be

a) a qualifying medical expense under the Income Tax Act (Canada);

b) incurred in the year the HCSA credits were deposited to the eligible employee's account and on or after the effective date of the employee's HCSA

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account. Expenses must also be incurred on or before the last day of the last pay period of the year; and

c) all other sources of reimbursement must have been accessed first. For example, an employee who receives their HCSA credits at July 1 would have the remainder of the payroll year to incur eligible expenses. Any credits not used would be available in the following year to be used for the next year expenses.

34.02.05 The amount of the HCSA deposit ($125 or $200) will be determined by the number of hours worked as a PV employee in a position falling within CUPE 30's jurisdiction in the previous Policy Year – for example: the HCSA deposit in pay period 1 or the July 1st pay period in 2012 will be determined by the number of PV hours worked in 2011.

34.02.06 Expenses may be submitted on behalf of eligible dependents as listed in clause 37.02.05 of the CUPE 30 Agreement.

34.02.07 The year an eligible PV employee receives a HCSA deposit is called a Policy Year. All expenses incurred during the Policy Year must be submitted by the eligible PV employee no later than April 30th following the end of the Policy Year.

34.02.08 At the end of the Policy Year, unused HCSA credits may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.

34.02.09 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.

34.02.10 Eligible PV employees shall only receive a HCSA deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to:

- PV FT or PT employees who leave the employ of the City and return within the same Policy Year, or
- Who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, or within management/out of scope.
- Who transfer from a PV-PT to a PV-FT position at some point in the Policy Year.

35 Out-of-Province 30 Day Emergency Medical Travel Plan

35.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the City's Out-of-Province 30 Day Emergency Medical Travel Plan.

35.02 The City shall pay 100% of the premium costs of such insurance.

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36 Supplementation of Compensation Award

36.01 If a permanent employee is prevented from performing their work with the City because of an occupational disability that is sustained during the course of their work for the City and the disability is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board. The award of the Workers' Compensation Board for loss of wages and any other allowances (excluding non-economic loss payment) provided as a result of a compensable disability together with the supplementation by the City will be 100% of the employee's regular net pay (gross regular straight time pay less statutory deductions, union dues and required benefit plan contributions). Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall cease:

1) on the date the Workers' Compensation Board certifies that the employee is able to return to work to the employee's regular duties; or,

2) 12 months after the date the Workers' Compensation Board grants a payment under section 56(7) of the Workers' Compensation Act for either total disability or partial disability, whether or not the employee has returned to any work with the City; or,

3) on the employee's 65th birthday; or,

4) upon termination of the employee's employment with the City;

whichever occurs first.

36.01.01 The Supplementation of Compensation extension period in 36.01(2) shall be equal to the period of time outlined in the definition of disability provision described in clause 28.04.

36.01.02 Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension, or after the employee's 65th birthday if such an employee is not entitled to a pension.

36.02 If, in the opinion of the City, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review and approval by the City.

36.03 Employees who are laid off from the City shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

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37 General Application of Plans

The following provisions apply to the Supplementation of Compensation Award provisions, Income Protection Plan, the Long Term Disability Plan, the Supplementary Health Care Plan and the Dental Plan, as contained in this Agreement:

37.01 Subrogation Rights

37.01.01 All members covered by plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said plans, all rights or recovery against any person (including the City itself, or any person for whom the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or their dependents. The City shall thereby subrogate to any rights the member or their dependents may have against the responsible party, for any amounts paid pursuant to the said plans or for which the plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.

37.01.02 The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding 15% of such claim.

37.02 Limitations and Exclusions

37.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled:

- at no cost pursuant to law,
- due to a government operated program, or
- for which there is no cost to the member or their dependent because of other insurance against such cost, which has not been personally contracted for by the member.

In all other circumstances, co-ordination shall be done in accordance with the Canadian Life and Health Insurance Association Guidelines.

37.02.02 Any provisions of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Union. Employees eligible for benefits under any government plan shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan. Where applicable, Employment Insurance will not be considered the first payer for short term disability benefits.

37.02.03 The Income Protection Plan and Long Term Disability Plan shall not make any payment if a disability results directly or indirectly from:

37.02.03.01 committing or attempting to commit an indictable offence;

37.02.03.02 intentional self-inflicted injury or illness;

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37.02.03.03 participation in a riot or civil insurrection;

37.02.03.04 war, whether declared or undeclared;

37.02.03.05 working for gain other than under an approved rehabilitation program;

37.02.03.06 active duty with any armed force;

37.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a rehabilitative program approved by the City;

37.02.03.08 reasons other than personal illness or injury;

37.02.03.09 an occupational illness or injury;

37.02.03.10 injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.

** 37.02.03.10.01 The City will accept medical documentation from a Registered Midwife in Alberta for the purpose of adjudicating eligibility for disability benefits with the following criteria;

- the illness or injury is within the midwife's scope of practice
- the illness or injury must be such that it is a maternity related disability claim

37.02.03.11 injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.

37.02.04 No Income Protection benefits or Long Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this Collective Agreement.

37.02.05 For the purposes of all City benefit plans (except pension plans) an eligible dependent must be a resident of Canada or legally able to reside in Canada and defined to be a person in one of the following categories:

1) SPOUSE: The definition of spouse will be consistent with Human Rights Legislation, and subject to the provisions of the legislation governing the applicable benefit plans, and either:

   a) legal spouse of the member or,

   b) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous 1 year period or,

   c) a divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

   Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i), ii) or iii) above. In such circumstances the previously claimed spouse shall be deleted.

   Under no circumstances will a member be allowed to claim, as dependent, 2 spouses at the same time.

2) DEPENDENT CHILDREN: (Children includes natural, legally adopted or step-children)

   a) Unmarried children under age 21 who are chiefly dependent on the member for support;

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b) Unmarried children under age 25 who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required;

c) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

a) The common-law spouse satisfies the definition of dependent, and

b) Evidence is provided that the child is chiefly dependent on the member for support.

3) OTHER DEPENDENTS

a) Any person who resides in Canada and is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

37.02.06 Unless otherwise awarded by a grievance arbitration board, no Income Protection benefits or Long Term Disability benefits will be payable after the date on which any member's employment is terminated for cause even if such member had been in receipt of benefits prior to and including the date of termination.

37.03 Validation of Claims

37.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of them by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of them, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.

37.03.01.01 When a physician’s note is insufficient in the circumstances and therefore the plan adjudicator for the City’s disability income protection plans requests more substantive medical documentation for the purpose of validating a claim for disability benefits, the plan adjudicator will authorize reimbursement of reasonable expenses incurred by the employee, up to maximum allowable fees as determined by the City.

37.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that they are available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.

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37.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:

37.03.03.01 The submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);

37.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;

37.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;

37.03.03.04 such other processes as may be necessary to validate the claims.

37.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.

37.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

37.04 Benefit Entitlement During Full-Time Employment With the Union

An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Union business shall be responsible for making the employee/member contributions to the Plans, and the Union shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the applicable Union except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

37.05 Benefit Entitlement During Layoff

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

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38 Administration Of Plans

38.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs, or such other uses which the parties may agree upon, at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.

38.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of their entitlement and shall allocate such funds to the appropriate Plan.

38.03 Benefit Administration – Hour Equivalents

The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hour equivalents provided there is no reduction in benefits as a result.

38.04 Advisory Committee

An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes (excluding the financing of the plans). Each advisory committee shall be composed of 2 representatives from the Union and 2 representatives from the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals.

39 Edmonton Civic Employees Charitable Assistance Fund

A payroll deduction in an amount not to exceed 0.5% shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Union shall notify the City thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

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40 Pensions

Eligible employees shall be members of the Local Authorities Pension Plan in accordance with the provisions of said Plan.

41 Benefits Plans – Financial Surpluses and Losses

41.01 It is agreed between the City of Edmonton and CUPE Local 30 that any financial losses declared and/or any financial surpluses declared under the

- Group Life Insurance Plan
- Supplementary Health Care and Major Medical Plan
- Dental Plan

shall be shared between the 2 parties in direct proportion to the premium contribution-sharing arrangement in effect during the period the said financial losses and/or gains accrued.

41.02 In particular, it is agreed that the City shall have no rights to claim a share of any financial surpluses accruing under the Long Term Disability Plan so long as it is financed entirely by employees' contributions and interest and the Union shall have no rights to claim a share of any financial surpluses accruing under the Income Protection Plan so long as it is financed entirely by City contributions and interest.

41.03 It is further agreed that when the financial surplus in a plan at year-end, as reported annually to the Union by the City, exceeds 15% of the annual contributions under that plan, then the surplus contributions shall be paid to the City and the active employees in accordance with the aforesaid surplus-sharing arrangement within 90 days of receipt by the Union of the annual financial statements.

41.04 With regard to each of the plans herein referred to, "financial surplus" shall mean the amount of funds remaining at each year-end (if any) after provision has been made for all chargeable claims, expenses and required plan reserves including Rate Stabilization Reserves, funded to industry standards. The Union will be advised of the basis, in terms of the percentage of annual contributions, used for the Rate Stabilization Reserves. The parties also agree to meet with regard to the level of funding for the Rate Stabilization Reserve should a concern be identified.

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THE CITY OF EDMONTON

A Municipal Corporation

(hereinafter referred to as the "City")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30

Edmonton Civic Employees

(hereinafter referred to as the "Union")

THE FOLLOWING LETTERS OF UNDERSTANDING ARE INDIVIDUAL
LETTERS THAT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY

LETTERS OF UNDERSTANDING

01 Work Experience Programs
02 Supplementary Health Care Plan
03 Dependent Group Life Plan
04 Appendix II – Classification Concepts
05 In-House Custodial Staff
06 Inclement Weather Make-Up Time for Non-Permanent Employees
07 Snow Season Casual Labourer – Parks Branch
08 Order of Layoff of Provisional Employees - Parks Branch and Recreation Facilities Branch
09 Cold Weather Banked Time Credits – Construction Project Inspectors and Roadway Maintenance Section employees
10 Overtime Requirements - Roadway Maintenance Section
11 Rural Road Stabilization Program
12 Employment Opportunities for Individuals with Intellectual Disabilities Program
** 13 Winter Shift – Snow and Ice Program
14 Out of Town Work Expenses
** 15 Recreation Centre Employee And Family Discount
16 Waste Services – Long Haul Trucking – Extended Hours of Work
** 17 Implementation of a Flexible Benefit Program
18 Seasonal Refuse Collector II/III - Single Family Collection
19 2018 Transition of Program Specialist Positions to the Union's Jurisdiction

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LETTER #1

*

01 WORK EXPERIENCE PROGRAMS

It is agreed by the parties that the City may participate in the Work Experience Programs of the following institutions:

- High Schools,
- the University of Alberta,
- the Northern Alberta Institute of Technology, and
- Other relevant Post-Secondary Institutions.

1) Any wages or compensation and working conditions of individuals participating in such programs shall be determined by the City and the applicable educational institution, and communicated in writing to the work experience candidate.

2) The City shall advise the Union of those individuals participating in a Work Experience arrangement, prior to their actual commencement date. Notice to the Union shall be in the form of a copy of the confirmation of Work Experience terms and conditions, as outlined in #1 above.

3) Participation of such individuals shall in no way affect the job security of employees falling within the scope of this Agreement.

4) Union dues shall not be payable over the course of the Work Experience arrangement.

5) Should the City wish to enter into any other work experience education programs, other than with the institutions named above, the City shall advise the Union accordingly and receive the Union's agreement prior to participating in such program.

LETTER #2

02 SUPPLEMENTARY HEALTH CARE PLAN

The City and the Union agree that they shall jointly review the changes, on an "*as required basis*," to the provision and delivering of health care benefits, and services in Alberta and identify those areas where government sponsored health care benefits and services have been modified, reduced or eliminated.

The City and the Union shall then forthwith discuss how the Supplementary Health Care Plan can be amended to respond to the foregoing changes and the provision and delivering of health care benefits and services and any required changes shall be subject to negotiation between the parties.

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LETTER #3

03 Dependent Group Life

The City agrees to undertake a review of the Dependent Group Life Plan, upon the request of the Advisory Committee, to determine whether or not the experience warrants a decrease in contributions, or alternatively cost neutral enhancements to the plan.

LETTER #4

04 Appendix II – Classification Concepts

The City and the Union recognize that Appendix II – *Classification Concepts* no longer constitutes an accurate list of current classification concepts within CUPE 30's jurisdiction, and that some of the condensed descriptions of the various classes require updating.

Both parties agree that a concerted effort will be made by the Compensation Section of Human Resources to update Appendix II – *Classification Concepts*, to be reviewed and agreed to by the Union, during the term of the next collective agreement. It is the Compensation Section's intent to complete their work on updating the Classification Concepts by the end of 2015.

LETTER #5

05 In-House Custodial Staff

The City of Edmonton (Community Services) and CUPE Local 30 agree to jointly discuss the ongoing use of in-house custodial staff. Issues for review include labour, material, administrative and overhead costs, classifications and rates of pay, as they relate to the cost of using in-house custodial staff versus contractors.

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LETTER 6

* 06 INCLEMENT WEATHER MAKE-UP TIME FOR NON-PERMANENT EMPLOYEES

1) Management will consider lost regular hours of work due to inclement weather in conjunction with operational requirements and may determine that some or all of the time can be made up by scheduling work on off days, at straight time rates. Make-up time should be scheduled in the same pay period as the lost time due to inclement weather wherever possible. If the make-up time will be worked in a subsequent pay period, the Employee Service Centre must be advised that the shift is make-up time due to inclement weather.

   The email notice must include the date, time of the make-up work, and the names and payroll numbers of the employees working the make-up shift.

2) Management will offer the inclement weather make-up shift to affected employees, who will have the option to decline.

3) There will be no discrimination against or favouritism extended to any employee who works or does not work the inclement weather make-up shifts.

4) Employees who are eligible for the weekend premium and who work on a Saturday or Sunday would receive the premium where the make-up shift falls on a weekend.

LETTER #7

* 07 SNOW SEASON CASUAL LABOURER – *Citizens Services and Parks and Roads Services*

Operational areas may voluntarily canvass laid off Local 30 temporary and provisional employees to determine if they are interested in casual snow removal work in the Department.

Workers who expressed an interest in this work will have the following conditions of employment.

1) These opportunities are for casual employment without regard to seniority or other conditions of the Collective Agreement excepting the rates of pay in the Labourer I pay range.

2) Workers called in will be paid the appropriate Labourer I rate of pay corresponding to their previous hours worked.

3) Workers who fail to come to work three times after being called will be struck from the list.

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LETTER #8

* 08 ORDER OF LAYOFF OF PROVISIONAL EMPLOYEES – *Citizens Services and Parks and Roads Services*

The City and the Union agree that Article 11.02.01-*Non-Permanent Employees* in the main body of the Collective Agreement is amended as follows only for non-permanent employees working in the following branches:

- Citizen Services
- Parks and Road Services

08.02.01 Non-Permanent Employees

If the non-permanent staff of a branch is to be reduced, temporary employees belonging to the classification and branch to be reduced shall be laid off prior to the layoff of provisional employees. Provisional employees in the classification and branch to be reduced will be laid off in reverse order of provisional seniority date, except where:

a) the order of layoff may differ in order to provide for the operational requirements of the branch, and

b) provisional employees will only be transferred between sections if at least 15 working days in the class is available in the different section.

The City agrees to monitor the effect of this change and will bring it forward for discussion in the next round of collective bargaining.

LETTER #9

* 09 COLD WEATHER BANKED TIME CREDITS

It is agreed that the following provisions shall apply to:

- non-permanent employees in job codes 2110 and 2111, and
- all CUPE 30 employees in Parks and Roads Services.

1) Eligible employees working in the above noted operational units will be permitted to bank and maintain the maximum dollar equivalent of 240 hours per year.

2) Paid time requests must be approved by Management. The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's bank by the employee's regular rate of pay on the date the time is to be taken.

3) Payout requests shall be governed by Article 6.03.05-*Banked Time Payouts.*

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LETTER #10

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10 OVERTIME REQUIREMENTS

Overtime Requirements for the Winter Shift in parks and Road Services, which starts in mid-October and ends mid-April.

1) All employees engaged in winter road maintenance operations are required to work overtime during the Winter Shift (mid October to mid April). When overtime is required, depending on the nature of work or the composition of crew(s) required, the City will:
   Require employees already at work to extend their regular hours of work;
   Require employees to come in prior to their regular scheduled shift; or
   Call in employees on off days.
2) Overtime will be distributed as evenly as possible amongst employees, taking into account their shift and availability.
3) No employees will be priced down during the Winter Shift, including those holding a dual classification, while the Winter Shift Overtime Requirements Letter is in effect (mid-October to mid-April).

LETTER #11

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11 RURAL ROAD STABILIZATION PROGRAM

In the interest of increasing the effectiveness and productivity of the Rural Road Stabilization Program, the parties agree that the following provisions shall apply to employees engaged in work under the program from approximately the end of April to the end of October each year:

1) The change in hours of work will be determined based on the demands of the specific job (e.g. traffic considerations, early morning temperatures, etc), and will only affect the employees on the crew assigned to that job.
2) Twelve hours notice, prior to the commencement of the revised day shift, will be provided to the employees on the crew affected by the change in hours of work.
3) The change of hours will remain in effect for the duration of the job site assignment (anticipated to be from 2 to 5 days).
4) Hours of work amongst individual employees on a specific crew may vary.
5) Shift differential provisions apply in accordance with Article 6.07-*Shift Differential*.

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LETTER #12

12 Employment Opportunities for Individuals with Intellectual Disabilities Program

The City and the Union believe that it is important to promote a city culture of inclusion, where persons with intellectual disabilities have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Edmonton.

We will work together with disability focused community serving organizations (partner organizations) to provide employment opportunities to such individuals under the following conditions:

- There will be a maximum of 25 ongoing part-time (8-16 hours per week) out-of-scope positions.
- Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include some tasks which would normally be considered bargaining unit work.
- There will be no elimination of positions or reduction of hours of work within the bargaining unit as a result of this program.
- The terms and conditions of employment for individuals hired under this Letter of Understanding shall be determined by the City of Edmonton.
- The Union will be notified of individuals hired under this Letter of Understanding.

LETTER #13

** 13 Winter Shift – Snow and Ice Program

1. In order to improve our service to Edmontonians through better utilization of equipment and better response times to changing weather conditions, a rotating shift schedule will be implemented on October 10, 2020 until April 24, 2021. Employees who are affected by this schedule will be provided a copy of this shift schedule with at least 30 calendar days notice, or upon the commencement of their employment.

2. Recognizing that the Snow and Ice Program is weather dependent, the City may make changes to the start and end date of the work schedule, not requested by the impacted employee, so long as 2 weeks notice of the change is provided to the employees.

3. Employees' hours of work will be averaged to 40 hours per week over a 4 week cycle. Each shift is twelve hours with the exception of the following eight hour shifts on the:

- fourth consecutive day shift; and
- last night shift. The hours of work for the employees are attached as Schedule A.

4. From time to time, the City may make temporary changes to an employee's work

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schedule that were not requested by the employee, so long as 2 weeks notice of the change is provided to the Employee. If less notice is provided, any hours exceeding 8 hours per work day that were not set out in the Employee's current work schedule are overtime hours, however, such notice is not required where the change in work schedule is the result of an accident occurring, urgent work that is necessary, or other unforeseen or unpreventable circumstances.

5. Subject to operational need, if within the averaging period an employee makes up a shift on an unscheduled work day because of having been absent on a scheduled work day, the employee is entitled to be paid the regular wage rate and any applicable overtime pay should the employee work more than an average of 40 hours per week in the averaging period.

6. As outlined in clause 6.02 in the main body of the collective agreement, overtime will be paid at 2 times the rate of pay and overtime hours are the greater of hours worked in excess of their scheduled daily shifts, or an average of 40 hours per week in the averaging period.

7. The parties understand that if this Letter of Understanding is not renewed, it will expire on April 24, 2021.

Schedule A

	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
Shift 1	D 12	D 12	D 12								D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12	N 12	N 12	N 8				
Shift 2	N 12	N 12	N 8					D 12	D 12	D 12								D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12
Shift 3				N 12	N 12	N 12	N 12	N 12	N 12	N 8					D 12	D 12	D 12								D 12	D 12	D 12	D 8
Shift 4				D 12	D 12	D 12	D 8				N 12	N 12	N 12	N 12	N 12	N 12	N 8					D 12	D 12	D 12				

Legend:

D - Day shift
N - Night shift
12 - 12 hour shift
8 - 8 hour shift

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LETTER #14

* 14 OUT OF TOWN WORK EXPENSES

Terms and conditions for out of town work assignments:

1. The City will fill its Out of Town (meaning: outside of Edmonton or outside of Alberta) resource requirements by first soliciting volunteers.

   Out of town work will only be assigned by the City in the event insufficient qualified employees volunteer.

2. Employees involved in out of town work assignments will be informed of the terms and conditions that will apply for the duration of the assignment in writing, prior to the actual commencement of the work and with as much advance notice as possible.

   Work/travel arrangements will be made by balancing the interests of the participating employees and the business requirements. Reasonable limits will be established on how long an employee can work and/or travel in a day (consistent with safety and labour standards).

3. Re Out of Town work described in 6(b) and 6(c) – Personal emergencies that require an employee to return home prior to the normal, scheduled return arrangements will be accommodated by the City, as far as reasonably possible..

4. An opportunity to debrief/discuss out of town work assignments will be provided to the Union.

5. Re Out of Town work described in 6(b) and 6(c) – Travel arrangements will be based on a return home once each week, unless otherwise agreed between the affected employees, the Union and the City.

6. OUT OF TOWN WORK EXPENSES

   a) Edmonton Area

      "Edmonton Area" is defined as less than 1 hour travel time (one way) outside the City of Edmonton's perimeter - eg. Fort Saskatchewan.

      No additional hours may be submitted for travel time to and from the site.

      Employees who travel in their personal vehicles to and from the site will be compensated within accordance with the Private Vehicle Reimbursement policy. Mileage from the Edmonton city limits to the site will be standardized (eg. Fort Saskatchewan = 60 kms). It is understood that if Revenue Canada rules that compensation for travel to and from the worksite is a taxable allowance, then the current arrangement will necessarily change after consultation with CUPE Local 30.

   b) Calgary

      CALGARY Project work

      The City will put a billing arrangement in place for employee accommodation expenses.

      Meals may be claimed as per City directive A1415.

      No additional hours may be submitted for travel to and from the work location.

      An enhanced Incidental per diem rate ($50 per day) will be paid, over 6 days per week, in lieu of travel time.

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c) Other Alberta Cities or Out of Province

Out of Province work (eg. Saskatoon), or project work that may be obtained in another Alberta city (excluding Calgary).

Travel Time

Employees required to travel out of town (excluding Calgary) will travel during their regularly scheduled hours where possible. Employees required to travel outside normal hours of work for out of town work assignments shall be paid a travel pay premium of ½ hour's pay at the employee's regular rate of pay, for each hour spent travelling, in addition to the employee's regular rate of pay.

For example, if the employee's regular rate of pay is $27.45 they would receive $41.18 for each hour spent travelling (27.45 + 13.73 = 41.18). Travel time is not bankable and shall be paid out to the employee in the pay period following the out of town travel.

The number of hours spent travelling shall be standardized for each out of town work location and communicated to the affected employees and the Union.

Travel and Accommodation expenses will be paid by the City.

Meals may be claimed as per City directive A1415.

The incidental per diem rate will be as per City directive A1415

LETTER #15

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15 Recreation Centre Employee And Family Discount

1. The City of Edmonton Corporate Sign-in Program currently provides City employees with a 50% discount off admission to City of Edmonton swimming pools and fitness centres. Effective February 1, 2020, the employee discount will be extended to allow employees' who are members of CUPE 30 to purchase a "family" pass at a 50% discount.

2. "Family" shall mean all members of the same household related by birth, legal status or marriage up to a maximum of seven people. Proof of address and photo or other satisfactory identification documents will be required to confirm eligibility.

3. All of the guidelines that apply to the Employee Recreation Centre Discount program will apply to eligible family members. The discount applies to the purchase of a single admission, month, continuous monthly or annual pass. The discount does not apply to registered programs, racquet court or facility rentals, and cannot be combined with any other promotional offer.

4. The employee must be present to purchase a pass for eligible family members, and must show the facility front counter staff their active employee identification card, a recent pay advice showing their salary admin plan and provide their payroll number prior to the purchase of admission pass. Personalized admission passes must be swiped or presented to the cashier each visit.

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LETTER #16

16 WASTE SERVICES – LONG HAUL TRUCKING – EXTENDED HOURS OF WORK

The following provisions shall apply to employees approved to participate in an averaging agreement in Waste Services. This averaging agreement will be discontinued should the Director of Employment Standards withdraw its approval of the City's Application to extend Hours of Work.

Main Body of the Agreement

Clauses in the main body of the Agreement apply unless specifically amended below. *W*here conflict or differences exist between the clauses contained in the main portion of the collective agreement, the specified provisions contained in this letter of understanding shall prevail for participating employees.

Health and Welfare Benefits

*V*acation leave and Short Term Disability plan usage shall be administered on an hourly basis in conjunction with actual hours scheduled.

Supplementation of Compensation Award

An employee who received supplementation payments because of a compensable injury shall receive their bi-weekly salary according to the schedule they would have worked had they not been injured.

Medical/Dental Appointments

Consistent with the provisions contained in clause 27.05 of this Agreement, while engaged in the averaging agreement, employees are expected to arrange non-emergent medical and/or dental appointments outside of working hours.

Implementation of the Averaging Agreement

If the schedule is approved by the parties, premiums which may normally have been payable as a result of implementing the schedule will not be paid.

Provisions for Reversion From Compressed Work Week Either of the parties to this letter of understanding may discontinue the averaging agreement schedule by providing 30 calendar days notice in writing to the other party. However, where reversion from the averaging agreement is contemplated, the parties agree to meet prior to the date averaging agreement is discontinued, in order to discuss the most efficient schedule for reversion.

The parties agree to waive all penalties and premium provisions of the Collective Agreement that may be applicable as a result of the discontinuance of a 13 hours and 20 minute shift schedule. Therefore, no employee will be entitled to overtime and/or premium payments due to the transition to a modified shift schedule.

Hours of Work Employees engaged in an averaging agreement in Waste Services for Long Haul Trucking arrangement shall work a shift of 13 hours, 20 minutes per day,

for 6 days in a biweekly period. The scheduled hours of work for such employees shall average 80 hours biweekly over one complete shift cycle.

The hours of work for employees engaged in this work shall be any consecutive 13 hours, 20 minutes between 05:00 and 20:00 (5:00 a.m. and 8:00 p.m.), including adequate time off for lunch, in accordance with the shift schedule.

Changes in the hours of work for the day shift shall not constitute a change of shift, provided that such hours of work are within the 05:00 and 20:00 range, and provided that not less than 12 hours notice is given to the employee.

Rest Periods

Employees shall be permitted a 20 minute rest period after the completion of each of 3 loads hauled.

Overtime Work

Where an employee works hours which exceed an average of 13 hours, 20 minutes per day or 80 hours biweekly:
excluding all hours worked at premium rates, but including those hours paid in accordance with Article 6.13-Weekend Work Premium, over one complete shift cycle, such employee shall be paid the excess hours in accordance with the overtime premium specified in 6.02.02.

Temporary Change of Duties

All employees shall be assigned to a position which has assigned to it a regular rate of pay according to the classification of the position. When an employee works 3.25 or more hours per shift at work other than that which corresponds to the classification of their assigned position, they shall be paid the regular rate of pay of the classification of the work performed for the time they are engaged in such work. However, when an employee works in a specific higher classification for 9.75 or more hours of a 13.3 hour shift, they shall receive the higher rate of pay for the entire 13.3 hour shift.

The necessity for coverage regarding supervisory positions on days where the permanent incumbent is off as a result of a Compressed Hours of Work arrangement is determined by the City. Not every absence created by a Compressed Hours of Work day off will result in the need for an acting/relieving assignment,

Statutory Holidays

When a statutory holiday falls on a scheduled work day, a day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday, shall be paid at the regularly scheduled daily hours (13 hrs, 20 mins).

When a statutory holiday falls on a scheduled off day and a lieu day cannot be provided, the employee shall receive 8 hours pay.

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LETTER #17

** 17 IMPLEMENTATION OF A FLEXIBLE BENEFIT PROGRAM

The parties commit to the development and implementation of a Flexible Benefit plan for City of Edmonton employee groups participating in the Flex Plan Design process. The parties further agree to the principles outlined herein, understanding that the redesign process presents an excellent opportunity to reposition the City's benefit plans in order to address key feedback and better meet employee, City and Union needs.

Principles:

- On a cost neutral basis (not inclusive of administrative expenses), the transition to a Flex Plan will improve the ability of employees to access benefits that are important to them.
- A Stakeholder Committee will be comprised of City and Union representatives (including up to two representatives from each union).
- The benefit provider will be selected via a Request for Proposal process. TWO union representatives will be included in the Evaluation Committee to select the benefit provider. Ideally, the union representatives on the Evaluation Committee will also serve on the Stakeholder Committee.
- A Flexible Benefit Plan option strategy will be developed through a collaborative effort between the City and the Unions. The strategy could involve several options including a common rate structure across all eligible members, distinct rate structures between Union groups, or others.
- Both the City and the Unions have a collective interest in managing cost escalation for the employees and the City resulting from plan design risk. The parties will subsequently explore measures to constrain current and/or emerging risk to the plan. For example, the parties will work together to find ways to limit exposure to extraordinary costs for unique individuals that materially impact the total cost of the plan.
- The City will be responsible for retaining a Consultant who will facilitate and support the development of the Flexible Benefit Plan. In the spirit of collaboration and mutual buy-in, costs associated with the Consultant will be shared equally between the City and its participating Unions.

Design of the Plan

- The Goal will be to move all employees whose unions are participating in the Flex Plan Design process into one, single plan design.
- A Stakeholder Committee will be established to develop a design that meets the needs of the parties. In addition to the Consultant, the stakeholder committee will include City representatives (Human Resources, Information Systems, Labour Relations, Payroll and Benefits) and Union/Association representatives. All Committee members will work together to establish goals and priorities for the Flexible Benefit Plan and use them to develop the plan design, structure and strategy. Based on this, the Committee will ultimately develop a recommendation for City of Edmonton Executive Leadership Team consideration and approval.
- The Union agrees to designate an individual who is able to commit the time required to participate in a stakeholder committee to support the development of this plan. One representative from each Union will participate on the committee.

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- Both the City and the Unions have a collective interest in ensuring the sustainability and reasonableness of plan costs and plan design for both employees and the City. While benefit improvements may be considered, cost-savings opportunities should also be considered to balance the priorities of offering a plan that meets employee needs while ensuring appropriate cost management strategies are in effect. Cost containment strategies would include (but not be limited to) pharmacy benefit management strategies. All plan design options being considered would be supplemented with information such as pros, cons, market prevalence and estimated costs in order to aid Committee decision-making discussions.
- A detailed plan review has been conducted by AON for each of the City's Group Plans, which includes commentary on existing plan designs, market norms, considerations to support employee health, and a Value-for-Cost analysis through a GBA+ lens. Each report reviews actual plan experience and cost impact of various design changes to supplement discussion Information from the Benefit Plan Design Review reports will be used to inform the Flexible Benefit Plan design discussions.
- All of the City's current benefit plans will be included in the Flexible Benefit Plan design, except the Short Term and Long Term Disability plans. It is anticipated that the focus of flex plan development will predominantly relate to the Extended Health Care, Dental Care and Health Spending Account benefits.

Implementation

- The City and the Union agree that the implementation date will have to be determined in alignment with the City's Benefit Plan RFP and Enterprise System Management Review. However, the earliest date would be in 2021.
- The City and the Union agree that the sections of the collective agreement that refer to benefit plan components contained in the Flexible Benefit Plan will be voided and replaced by jointly agreed upon language specific to the Flexible Benefit Plan on the date of its implementation.
- If agreement cannot be reached between the City and one or more of the parties, the specific Union would withdraw from working toward a Flexible Benefit Plan and benefits coverage for that group would continue to be defined by the existing collective agreement.

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LETTER #18

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18 SEASONAL REFUSE COLLECTOR II/III - SINGLE FAMILY COLLECTION

Purpose:
The Waste Section for the past few years has had 25 positions that are needed on a regular basis over and above their permanent staffing level during peak season and 20 positions that are needed during non-peak season. While the Waste Single Family Collection unit recognizes the ongoing need to review their staffing resources there is a need to provide some stability to both employees and management while longer term solutions are identified.

This LOU is to establish 5 teams of 5 positions which will have a set 11 month work period and a set lay off period of at least 21 days. Each team will have a different period of layoff that will occur during the non-peak season. This will provide stability for employees to know when they will be working and when they will be laid off and create an automatic recall situation for them which should reduce confusion for staff.

The parties agree to amend article 11.02.04 in relation to 25 Refuse Collector 11/111 temporary positions within the current Waste Single Family Collection Unit. The current layoff provisions will be amended to accommodate the establishment of these specific positions only. Positions will be set up as 11 months of employment and the layoff will be for a preset period of time.

The establishment of the teams, the 11 month work period and the layoff periods will be as follows:

Team Work and Layoff Schedule
- Team 1 will work from March of the current year to January of the next year and will be on layoff during February of each year
-Team 2 will work from April of the current year until February of the next year and will be on layoff during March of each year
-Team 3 will work from November of the current year until September of the next year and will be on layoff during October of each year
-Team 4 will work from December of the current year until October of the next year and will be on layoff during November of each year
-Team 5 will work from January of the current year until November of the current year and will be on layoff during December of each year

Assignment to a Team
-initial assignment to a team will occur by the current provisional employees in seniority order choosing which team they wish to be assigned to. Then temporary employees in order of hire date will be offered the opportunity to select a team. Once all of the positions are filled any remaining staff will be used during peak seasonal temporary work.
- if a vacancy occurs during the year on one of the teams then a new person will be selected through the posting/*w*aiver process to fill the vacancy on the team the vacancy is on the schedule of the month off should be included on the posting). There will be no movement of staff between teams during the year In.
- April of each year there will be a one time opportunity to request a transfer between teams. Approval of transfers will be subject to operational requirements and to their being either a vacancy or a corresponding transfer request.

The number of staff within this pool of positions may be amended after consultation with the union.

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LETTER #19

** 19 2018 TRANSITION OF PROGRAM SPECIALIST POSITIONS TO THE UNION'S JURISDICTION

As the nature of the employment relationship between the City and its Program Specialists is unique, the Parties agree that the transition of the positions to the Union's jurisdiction hall occur as follows:

1. Application

The Parties understand and agree that this LOU supersedes Scope and Jurisdictional Differences Articles 2.0 and 2.02 of the current Collective Bargaining Agreement, as it applies to the transition of Program Specialists to the bargaining unit (as listed in Attachment A) following the organization-wide Jurisdictional Review Process which commenced in 2018.

Except as otherwise stated within this LOU, the terms and conditions of the collective agreement do not apply to Program Specialists.

2. Effective Date

The Parties agree that the "Effective Date" of the Employees' transfer will be March 31, 2019.

3. Terms and Conditions of Employment

Except as provided below, the terms and conditions of employment, including wages, benefits and other terms for Program Specialists transferring into the jurisdiction of the Union shall be determined exclusively by the City. The current (as of the date of execution of this LOU) wage schedule is provided as Attachment B to this LOU for information only. Program Specialists shall not be considered Permanent Employees, nor shall they attain permanent status by virtue of any level of continuous service.

Notwithstanding the above, the following Articles of the collective agreement shall apply to Program Specialists:

- Union Security 5.02 (No Discrimination), 5.03 (Check Off of Union Dues), and 5.04 (Employee Information Reports)
- Dispute Resolution Process 14.01 to 14.07 (inclusive).

4. Letters to Employees

Program Specialists transferring to the jurisdiction of the Union will be provided a letter confirming the change and identifying that there is no change to their terms and conditions of employment with the exception of the commencement of union dues deductions and access to the Dispute Resolution Process as identified in 3 above.

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5. Program Specialist Employees who Remain Out of the Bargaining Unit

In the rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. Dues will be forwarded to the Union. The duration of this exemption from the unit will be no more than twenty-four (24) months. At twenty-four (24) months, the incumbent will become a member of the Union as a new entry to the bargaining unit or shall be removed from the position through termination, retirement or transfer.

ATTACHMENT A

PROGRAM SPECIALIST CATEGORIES

CUPE LOCAL 30

Position Title	**Jurisdiction Allocation**
Category *D* - Certified Sport Instructor/Coach	
Swim Training (Certified Swim Coaches)	CUPE 30
Category E - Attendants	
Facility Monitor - Arenas	CUPE 30
Amenity Attendant	CUPE 30
Mechanical Ride Operator	CUPE 30
Animal Attraction Operator	CUPE 30

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ATTACHMENT B

CITIZENS SERVICES

PROGRAM SPECIALIST WAGE GRID

RATES EFFECTIVE JANUARY 01, 2019

CUPE LOCAL 30

CATEGORY D – CUPE 30	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Swim Training CUPE Certified Swim Coaches	33.00/hr	34.75/hr	36.50/hr	38.25/hr	40.00/hr

Starting Wage:	Based on experience and certifications/education. Market attraction can also be considered.
Step Increases :	Wage Increase to the next level after 75 classes instructed, granted satisfactory performance. Additional and relevant (as assessed by supervisor) education/certification will also be considered.
Max. # of increases per year:	One (1) year increase per 12 month period

CATEGORY E – CUPE 30	LEVEL 1	LEVEL 2	LEVEL 3
Facility Monitor – Arenas	16.48/hr	17.75/hr	18.90/hr
Amenity Attendant	16.48/hr	17.75/hr	18.90/hr
Mechanical Ride Operator	16.48/hr	17.75/hr	18.90/hr
Animal Attraction Operator	16.48/hr	17.75/hr	18.90/hr

Starting Wage:	Based on experience and certifications/education
Step Increases :	Wage Increase to the next level after 650 hours worked in this area, granted satisfactory performance. Additional and relevant (as assessed by supervisor) education/certification will also be considered.
Max. # of increases per year:	One (1) year increase per 12 month period

Revised January 23, 2019
Approved November 27, 2018

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ATTACHMENT B

CITIZENS SERVICES

PROGRAM SPECIALIST WAGE GRID

RATES EFFECTIVE JANUARY 01, 2019

CUPE LOCAL 30

CATEGORY H	LEVEL 1

Training /Admin Wage **$20/hr**

***Mandatory Training specific to the expertise of the program specialist will be paid at the appropriate program specialist rate.**

All other training, mandatory but not specific to the expertise of the program specialist (e.g. Mock emergency training) as well as non-mandatory training is being paid at the Training wage.

Administrative Shift: *Program Specialists who agree to pick up administrative hours in addition to their program specialist work will be paid the Administrative Shift rate and not their program specialist rate for these hours.*

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THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter referred to as the "City")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30
Edmonton Civic Employees
(hereinafter referred to as the "Union")

THE FOLLOWING ADDENDA FORM PART OF THE COLLECTIVE AGREEMENT
BUT WILL NOT BE PHYSICALLY ATTACHED TO IT

ADDENDA

01 Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement

ADDENDUM #1

01 SPECIALIZED GRIEVANCE AND ARBITRATION MECHANISMS PURSUANT TO THE DUTY TO ACCOMMODATE FRAMEWORK AGREEMENT

INTRODUCTION

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (*"the Framework Agreement"*) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings.
- The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes.
- While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal

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arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

Therefore:

The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this Addendum.

1. SCOPE

1.1 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.

1.2 This procedure does not apply to:

1.2.1 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or

1.2.2 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

2. INITIATING A GRIEVANCE

2.1 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.

2.2 A grievance may concern:

2.2.1 Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation

2.2.2 What, if any, restrictions or requirements arise from the employee's disability.

2.2.3 A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason.

2.2.4 A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton.

2.2.5 The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise.

2.2.6 The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or

2.2.7 Whether any trial period for an accommodation measure has succeeded.

2.3 In these procedures, *"parties"* mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.

2.4 Prior to filing a grievance under clause 2.2 of this Addendum the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.

2.5 On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank

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discussion in an attempt to reach agreement on the question.

2.6 If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as *prima facie* proof in any subsequent arbitration proceedings.

2.7 The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.

2.8 Following the meeting referred to in clause 2.4, and unless clauses 2.5 and 2.6 (all in this Letter) apply, the party required to make a decision will provide that decision in writing within 15 working days of the initial request.

2.9 If a decision on a decision point is agreed to, it will be implemented forthwith, according to the terms. If no grievance disputing the decision is initiated within 15 working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in clause 2.2 of this Letter may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the Director of Labour Relations, Human Resources Branch.

3. SEPARATE REPRESENTATION

3.1 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

4. EXPEDITED ARBITRATION

4.1 All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member from the City's arbitration roster to hear the grievance.

4.2 The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:

4.2.1 Ensure the issues in dispute are defined;

4.2.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;

4.2.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;

4.2.4 If a party selects formal arbitration, set a time, place and date for a "*without prejudice*" pre-arbitration mediation with the roster member or any other agreed upon mediator;

4.2.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;

4.2.6 Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a

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manner that accords with the Framework Agreement;

4.2.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.

4.3 Every attempt will be made to hold the meeting referred to in clause 4.3 of this Letter within ten (10) working days of the date the grievance is received by the roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within ten (10) working days will not constitute loss of jurisdiction.

4.4 The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.

5. EXPEDITED ARBITRATION

5.1 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.

5.2 The parties will implement the award forthwith, according to its terms.

5.3 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.

6. GRIEVANCE MEDIATION

6.1 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Article 14.06-*Arbitration Stage,* points 4 through 17, following the first meeting referred to in clause 4.3 of this Letter. At the same time, the parties and any separately represented employee will participate in a "*without prejudice*" mediation meeting with the Roster member or another agreed upon mediator.

6.2 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.

6.3 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.

6.4 Other than the documents referred to in clause 6.3 of this Letter, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.

6.5 The cost of the roster Coordinator's administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union's half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

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7. FORMAL ARBITRATION

7.1 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.

7.2 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.

7.2.1 The decision of the arbitration board will be final and binding on all parties;

7.2.2 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.

7.2.3 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.

7.3 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.

7.4 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.

- Andrew C. L. Sims, Q.C.
- Deborah Howes
- Thomas Jolliffe
- Lyle Kanee

7.5 Where an arbitrator or arbitration board, appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of the letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this Letter of Understanding.

7.6 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

8. DURATION AND TERMINATION

8.1 This Letter of Understanding shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.

8.2 In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Letter of Understanding shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this Letter of Understanding until the decision of the roster member is received.

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SIGNED THIS _____ day of _____ 2020, AD

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30	THE CITY OF EDMONTON
John Mervyn	Don Iveson
President	Mayor
Michael Taylor	Aileen Giesbrecht
Business Agent	City Clerk
	Witnessed By: Mark Beliveau
	Senior Negotiator

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