

# COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON



- and -

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION 1007



Duration: October 9, 2011 to December 28, 2013

- **BLANK** -

## TABLE OF CONTENTS

ARTICLE	PAGE #
<b>MAIN AGREEMENT .....</b>	<b>8</b>
<b>Preamble.....</b>	<b>8</b>
<b>1 Amendment and Termination.....</b>	<b>8</b>
<b>2 Scope.....</b>	<b>9</b>
<b>3 Definitions.....</b>	<b>9</b>
3.01 Banked Overtime Year.....	9
3.02 Calendar Year.....	9
3.03 Class.....	9
3.04 Hours of Work Schedule.....	9
3.05 Interpretations.....	9
3.06 Job.....	9
3.07 Off- Day.....	9
3.08 Permanent Employee.....	10
3.09 Permanent Job.....	10
3.10 Probationary Employee.....	10
3.11 Promotion.....	10
3.12 Provisional Employee.....	10
3.13 Regular Hours of Work.....	10
3.14 Regular Rate of Pay.....	10
3.15 Relief Personnel.....	10
3.16 Temporary Employee.....	10
3.17 Vacation Year.....	11
<b>4 Managerial Responsibilities.....</b>	<b>11</b>
4.01 Discipline.....	11
<b>5 Union Security.....</b>	<b>11</b>
5.04 Employee Information Reports.....	11
<b>6 Working Conditions.....</b>	<b>12</b>
6.01 Hours of Work.....	12
6.02 Overtime Work.....	14
6.03 Banked Overtime.....	15
6.04 Pay for Work on Off- Days.....	16
6.05 Pay for Work on Statutory Holidays.....	17
6.06 Temporary Change of Duty.....	17
6.07 Shift Differential.....	17
6.08 Height Pay.....	18
6.09 Reporting Pay.....	18
6.10 Stacking of Premiums.....	18
6.11 Deep Tunnel Pay.....	18
6.12 Tool Allowance.....	19

## TABLE OF CONTENTS

ARTICLE	PAGE #
6.13 Standby Pay .....	19
<b>7 Pay Provisions</b> .....	<b>19</b>
7.01 Wages.....	19
7.02 Retroactive Pay .....	20
7.03 Dually Qualified Tradesmen.....	20
<b>8 Fringe Benefits</b> .....	<b>21</b>
8.01 Statutory Holidays .....	21
8.02 Annual Vacation Leave.....	23
8.03 Leave of Absence.....	27
8.04 Health and Welfare Benefits, and Pensions.....	32
8.05 Protective Clothing.....	32
8.06 Notice Board Space .....	33
8.07 Parking.....	33
<b>9 Employment</b> .....	<b>33</b>
<b>10 Promotions</b> .....	<b>33</b>
<b>11 Layoffs and Rehires</b> .....	<b>34</b>
11.02 Reversion .....	34
11.16 Technological Change.....	36
11.17 Job Security .....	36
<b>12 Posting and Filling Vacancies</b> .....	<b>36</b>
12.01 Postings and Internal Bulletins.....	36
12.02 Applications.....	37
12.03 Notification.....	37
12.05 Selection Grievances.....	37
12.06 Reversions .....	38
12.07 Reversions or Failed Probationary Periods / Trial Terms.....	38
12.08 Appointments.....	38
<b>13 Jurisdictional Seniority</b> .....	<b>38</b>
<b>14 Grievance Procedure</b> .....	<b>39</b>
14.01 General .....	39
14.02 Stage One - Consultation.....	40
14.03 Stage Two - Formal Review .....	41
14.04 Stage Three - Arbitration.....	41
<b>15 Reporting for Duty</b> .....	<b>42</b>
<b>16 Apprenticeship</b> .....	<b>43</b>
16.07 Ratio of Apprentices to Journeymen.....	43
<b>17 Safety</b> .....	<b>43</b>
<b>18 Supervision</b> .....	<b>44</b>

## TABLE OF CONTENTS

ARTICLE	PAGE #
19 Review of Employee Status.....	45
20 New Classes .....	45
21 Letters of Understanding and Addenda.....	45
<b>APPENDICES .....</b>	<b>48</b>
Appendix I: Schedule of Wages .....	48
Appendix II: Required Tools for Electricians .....	52
<b>PART II – HEALTH AND BENEFITS PLAN .....</b>	<b>55</b>
22 Income Protection Plan.....	55
22.01 Waiting Period.....	55
22.02 Benefits.....	55
22.06 Recurring Disabilities.....	58
22.07 Other Benefits While Disabled .....	58
22.08 Duration of Benefits.....	58
22.09 Alternative Employment With the City .....	59
22.10 Alternate Employment With an Employer Other Than the City .....	60
22.11 Unapproved Employment for Gain .....	60
23 Long Term Disability Plan.....	60
23.01 Contributions.....	60
23.02 Absence Management and Duty to Accommodate.....	60
23.03 Pension Contributions While in Receipt of LTD Benefits.....	61
24 Wind- Up of Former Income Replacement Plan.....	61
25 Alberta Health Care.....	62
26 Benefits Provided By the 1007 Benefit Plan .....	63
26.02 Cost Sharing Arrangements.....	63
27 Health Care Spending Account .....	63
28 Supplementation of Compensation Award.....	64
29 General Application of Plans.....	65
29.01 Subrogation Rights .....	65
29.02 Limitations and Exclusions.....	65
29.03 Validation of Claims.....	66
29.04 Benefit Entitlement During Full- Time Employment With the Union .....	67
29.05 Benefit Entitlement During Layoff .....	68
30 Administration of Plans .....	68
30.02 Benefits Administration – Hour Equivalent.....	68
31 Edmonton Civic Employees Charitable Assistance Fund .....	68
32 Pensions.....	68

## TABLE OF CONTENTS

ARTICLE	PAGE #
33 Retiree Participation In the IBEW Supplementary Health Care and Dental Plans .....	68
LETTERS OF UNDERSTANDING .....	73
ADDENDA .....	74
Addendum 1 - Compressed (Flexible) Hours of Work Arrangements .....	74
Addendum 2 - Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement.....	79

### NOTES

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

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

- **BLANK** -

## COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON,

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1007

(hereinafter called the "Union")

of the Second Part

---

## MAIN AGREEMENT

### PREAMBLE

In the spirit of partnership, the parties shall endeavour to create and maintain a positive and harmonious workplace, by conducting business in accordance with the principles outlined in the Working Relationship Agreement. The parties are committed to frequent and open communication, joint problem solving and resolving disputes and grievances promptly and effectively.

The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Where Interest Based Negotiations Proposal Summary sheets have been shared between the parties, this documentation may be used to assist in interpreting specific collective agreement language.

### 1 AMENDMENT AND TERMINATION

- 1.01 WITNESS that this Agreement shall become effective upon the date that the said Agreement is signed by the authorized officers of the City and the Union 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 either 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 parties agree that they will cooperate in an effort to promote harmony and efficiency among all employees covered by this Agreement.
- \* 1.03 The duration of this Agreement shall be for the period from October 9, 2011 to December 28, 2013. Unless otherwise specified in this Agreement or its appendices, all changes from the current Agreement shall become effective on the pay period start date that is closest to the Union's date of ratification.

## 2 SCOPE

This Agreement shall apply to all employees of the City of Edmonton engaged in the installation, construction, maintenance, repair and operation of electrical and/or related communication equipment owned or operated by the City of Edmonton, excluding those employees who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

## 3 DEFINITIONS

### 3.01 Banked Overtime Year

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

### 3.02 Calendar Year

The words "*calendar year*" when used in this Agreement shall mean a period of 12 consecutive months commencing January 1 and ending December 31.

### 3.03 Class

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

### 3.04 Hours of Work Schedule

The words "*hours of work schedule*" when used in this Agreement shall mean a timetable of the daily hours of work, exclusive of overtime, assigned to a job.

### 3.05 Interpretations

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; words of masculine gender shall include the feminine.

### 3.06 Job

The word "*job*" when used in this Agreement shall mean a specific set of duties and/or conditions developed for the purpose of assignment to a single incumbent.

### 3.07 Off- Day

The term "*off-day*" 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.

### 3.08 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 job and has continued in the employ of the City.

### 3.09 Permanent Job

The words "*permanent job*" when used in this Agreement shall mean a permanent job as provided for in the permanent establishment of each department.

### 3.10 Probationary Employee

The words "*probationary employee*" when used in this Agreement shall mean an employee who is serving a trial period of employment in his initial employment in a permanent job coming within the scope of this Agreement.

### 3.11 Promotion

The word "*promotion*" when used in this Agreement shall mean the advancement of an employee to a job paying a higher salary than his present job.

### 3.12 Provisional Employee

The words "*provisional employee*" when used in this Agreement shall mean a person engaged in full-time temporary employment who has completed 1,944 hours of temporary service for the City, within a period of 3 consecutive years, in a job coming within the jurisdiction of the Union. Temporary service shall only be recognized if the reason for termination from said service is as a result of being laid-off or such other reasons approved by the City.

A break in employment of 12 consecutive months, voluntary resignation or termination, shall cancel provisional status.

### 3.13 Regular Hours of Work

The words "*regular hours of work*" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

### 3.14 Regular Rate of Pay

The words "*regular rate of pay*" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a job within the pay range specified for the class of such job in Appendix I of this Agreement.

### \*\* 3.15 Relief Personnel

"*Relief Personnel*" are required to work flexible shifts and provide coverage "as required" by the operational unit. Rates of pay for relief personnel shall reflect the fact their work schedules vary in order to meet the needs of the operation. The City shall ensure that postings for Relief Personnel clearly indicate the hours of work conditions.

### 3.16 Temporary Employee

The words "*temporary employee*" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary job for a predetermined period of time.

### 3.17 Vacation Year

The words "*vacation year*" when used in this Agreement shall mean a period of 12 consecutive months commencing May 1 of each year.

## 4 MANAGERIAL RESPONSIBILITIES

### 4.01 Discipline

- 4.01.01 The City may discipline an employee for just cause and the employee shall be notified thereof, with reasons supplied in writing. Copies of all disciplinary reports (other than documented oral reprimands) and notices of discharge shall be forwarded to the Union indicating clearly the exact nature of same. Should the employee or the Union be of the opinion that the discipline is unjust, the discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.
- 4.01.02 Where an employee is required to meet with a representative of the City for the purpose of applying discipline to said employee the employee shall, should he so desire, be entitled to have a Union representative present during such meeting. The City shall so inform the employee prior to such meeting taking place; however, should the Union representative be unavailable, the City shall not be prevented from taking disciplinary action.
- 4.01.03 Where the City has issued an employee a discipline report which is based upon or related to a previous documented oral reprimand, such documented oral reprimand shall be attached to the discipline report for informational purposes and subsequently forwarded to the Union.

## 5 UNION SECURITY

- 5.01 The City recognizes the Union as the exclusive bargaining agent for those employees covered by this Agreement for the purposes of collective bargaining in respect of wages, hours, fringe benefits and working conditions. The City agrees to inform new employees of the existence of this Agreement.
- 5.02 There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.
- 5.03 The City agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. These 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. The Union shall notify the City 30 calendar days prior to any change in the deduction of union dues.

### 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 in June and December each year; and
- A list of employees and current year retirement dates in December of each year.

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 Employees granted leave of absence without pay in excess of 10 consecutive working days shall make arrangements through the payroll section of their department to prepay union dues before their leave of absence commences.
- 5.06 The City agrees that access to areas where employees within the scope of this Agreement are working shall be allowed representatives of the Union for the purpose of conducting Union business, provided the director of the respective section or department head is first notified and such privilege does not interfere with the regular operation of the department.
- 5.07 The Union shall inform the City as to the names 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.

## **6 WORKING CONDITIONS**

### **6.01 Hours of Work**

#### **6.01.01 Normal Hours of Work**

- 6.01.01.01 The normal hours of work shall consist of 8 hours to be worked in a 9 or 8½ hour period between 07:00 and 18:00 hours, with one hour or ½ hour intermission for lunch. Employees may be required, as service conditions allow, to carry their lunches and eat them at the job site in which case a ½ hour intermission will be observed and the total work day period will be reduced to 8½ hours.
- 6.01.01.02 A normal week shall consist of 40 hours, 8 hours per day, 5 days per week, Monday through Friday inclusive. However, where the requirements of service demand it, the work week may be any 5 consecutive days during the week.

#### **6.01.02 Other Hours of Work**

Where the requirements of the service indicate, hours of work other than the normal hours of work shall be established in accordance with the following conditions:

- 6.01.02.01 If shift work is contemplated in work areas where employees are not presently required to work shifts, the City shall inform the Union and affected employees of its intention to establish such shifts involving employees coming within the jurisdiction of the Union, 30 calendar days prior to the proposed implementation date. Said shift work will not be developed to meet short-term emergent situations. New shift schedules will extend for a minimum period of 30 calendar days, unless otherwise mutually agreed between the City and the Union.

- 6.01.02.02 Shifts will be established consisting of 8 hours per day, 5 days per week, except that on changing shifts an employee might be required to work 6 days in that week in which the change takes place. In this event, he shall be allowed an off- day during the regular shift rotation to compensate for the off- day missed due to the change. Such shifts shall be established between 15:00 and 01:00 hours (3:00 p.m. and 1:00 a.m.) and 23:00 and 09:00 hours (11:00 p.m. and 9:00 a.m.), or as mutually agreed between the parties where shift coverage is required.
- 6.01.02.03 Where an employee is required to work shifts, a paid lunch period shall be included within the shift, where ½ or more of said shift falls between 16:00 and 08:00 hours (4:00 p.m. and 8:00 a.m.). In the event an employee is engaged in work required to be done each and every day of the week, rotating between day, afternoon and midnight shifts, he shall receive a paid lunch period to be included within all shifts while so engaged.
- \* 6.01.02.04 **Relief Personnel**  
Hours of work for Relief Personnel shall:
- be any 10 shifts in a pay period, provided they are notified 8 hours in advance of any change to those shifts for which they have been scheduled to work in that pay period;
  - in no case involve more than 2 shifts in any 24 hour period; and
  - include at least 8 hours off between shifts.
- In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.
- 6.01.02.05 New shifts that are developed will be posted in the required manner and, if qualified personnel do not apply, the City reserves the right to appoint any qualified employee.
- 6.01.03 **General Provisions**
- \* 6.01.03.01 **Change in Daily Hours of Work or Off- Days**  
Where a change in an employee's daily hours of work or off- days is required to meet the conditions of the service, the following conditions shall apply:
- \* 6.01.03.01.01 A working week's notice of the change must be provided; that is, either 4, 5, 6 or 7 working days, dependent upon the employee's scheduled hours of work. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice.
- 6.01.03.01.02 There must be a minimum of 8 hours between scheduled shifts or the shift which commences prior to the required off- time period shall be paid at overtime premium rates.
- 6.01.03.02 All hours of work including one complete rotation of a shift shall be posted and maintained in a prominent place readily available to the employees concerned. The said shift schedule shall stipulate the hours to be worked each day, the days to be worked each week, also designating the off- days each week, which would be consecutive, where practicable. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

6.01.03.03 All existing shifts shall remain in effect unless terminated by the City.

6.01.03.04 Postings shall contain the hours of work of the job being posted.

## 6.02 Overtime Work

### 6.02.01 General

6.02.01.01 Where an employee is required to work hours in excess of his regular hours of work, they shall be paid twice their regular rate of pay for each additional hour worked.

6.02.01.02 An employee required to work during their lunch period shall be allowed equal time off during their regular hours of work on that day, or twice their regular rate of pay for the time worked during their lunch period.

6.02.01.03 All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs.

6.02.01.04 An employee required to work past their regular quitting time shall be guaranteed a minimum of ½ hour's pay at twice their regular rate of pay.

### \* 6.02.02 Emergency Call- Outs

6.02.02.01 An employee called out for work, outside their regular hours of work but not immediately preceding them, shall receive not less than 2 hours at twice their regular rate of pay. Call- outs occurring within 2 hours of each other shall be considered as one call for the purpose of computing minimum pay for an employee called out.

6.02.02.02 In instances of emergency call- out, the call- out shall commence from the time an employee is called at home and shall continue until the time they return home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed ½ hour each way, and shall be included in the minimum call- out time specified in clause 6.02.02, except that should the work continue for more than one hour, it shall be in addition to the actual time worked.

### \*\* 6.02.03 Telephone / Remote Access Work

Employees who perform work via the telephone or by remote access, outside regular working hours, will maintain a log of the work performed and shall be compensated as follows:

- When the work performed via the telephone or by remote access falls between 06:00 and 22:00 (6:00 a.m. and 10:00 p.m.), the employee will be paid at overtime rates for the time worked. Where 3 or more short interval calls are received during this time period, the employee will be paid no less than a total of ½ hour at overtime rates.
- When the work performed via the telephone or by remote access falls between 22:00 and 06:00 (10:00 p.m. and 6:00 a.m.), the employee will be paid at overtime rates for the time worked. Where 2 or more short interval calls are received during this time period, the employee will be paid no less than a total of ½ hour at overtime rates.

Short interval remote access work or short interval telephone calls are defined as work for a duration of 10 minutes or less.

#### 6.02.04 Overtime Lunch Breaks

- 6.02.04.01 An employee called out to work overtime shall be eligible for a lunch break without loss of pay after 4 consecutive hours of overtime work, provided that overtime is to continue, and at intervals of 4 consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.
- 6.02.04.02 An employee required to work overtime in excess of 2 consecutive hours immediately prior to the commencement of their regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and their immediate supervisor.
- 6.02.04.03 An employee required to work overtime, following the completion of their regular hours of work, which continues in excess of 2 hours, shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and their immediate supervisor. In the event 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.
- 6.02.04.04 An employee who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in clauses 6.02.04.01 and 6.02.04.03 during the period of overtime work or during their regular hours of work, as specified in clause 6.02.04.02, shall be paid ½ hour at twice their regular rate of pay for each lunch break missed in addition to the total hours worked and such time shall be considered as hours worked.

#### 6.02.05 Minimum Rest

- 6.02.05.01 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 twice their regular rate of pay for the hours worked until such time as they are relieved from duty. Such an employee, who is relieved from duty shall be paid at their regular rate of pay for the balance of their regular hours of work for the day.
- 6.02.05.02 Where an employee has worked a minimum of 4 hours overtime to within 2 hours of the commencement of their regular hours of work, such employee shall immediately commence their regular hours of work. Notice of change to the employee's regular hours of work shall not be required under this article.

#### \* 6.02.06 Cancellation of Scheduled Overtime

An employee who is scheduled to work overtime on a regular off-day and the scheduled overtime is cancelled with less than 8 hours notice to the employee, shall be paid 2 hours at twice their regular rate of pay.

#### 6.03 Banked Overtime

- \* 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

- credit the total dollar amount to their banked time.

At an employee's option, the dollar amount for a day off in lieu of a statutory holiday may also be credited to the employee's overtime bank.

- \* 6.03.02 The immediate Management supervisor or their designate has the sole discretion to approve employee requests for time off, and such approval shall be subject to operational requirements. Management shall make every effort to approve paid leave requests using banked overtime credits, totalling at least 40 hours per employee in each payroll year.

- \*\* 6.03.02.01 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.

6.03.03 The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken.

- \* 6.03.04 **Banked Time Payouts**

Except as provided for in 6.03.05, any portion of the dollar amount credited to an individual employee's overtime bank shall be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the City.

- \*\* 6.03.04.01 An employee shall have the option to transfer banked overtime dollars to a separate Registered Retirement Savings Plan bank for the purpose of requesting an annual transfer of such funds to one of the City's Registered Retirement Savings Plan providers. Employees will only be able to transfer funds in pay period 3 of each payroll year.

The employee shall be responsible for ensuring their Registered Retirement Savings Plan transfer is in accordance with Revenue Canada regulations.

- \* 6.03.05 **Banked Time Carryover**

If, on the last pay ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of 40 hours shall be paid out.

Employees shall have the option to carry over 40 hours to the next banked overtime year.

- \* 6.03.05.01 An employee may initiate a request in writing to their management supervisor to carry over and to use banked overtime credits in excess of 40 hours at a pre-determined time within the calendar year, in accordance with the following provisions:

- 1) Employees with excess vacation credits are not eligible to initiate a request to carry over excess banked overtime credits.
- 2) The request must be made no later than March 31<sup>st</sup> of the calendar year.
- 3) Once approved by the supervisor, the banked overtime will be taken at the pre-determined time.
- 4) If the banked overtime is not taken at the pre-determined time, for any reason, or is not rescheduled, then the banked overtime will be paid out.

## 6.04 Pay for Work on Off- Days

An employee required to work an off-day shall be paid at twice their regular rate of pay for all hours worked. The provisions specified in 6.02.02 and 6.02.08 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 receive twice their regular rate of pay for each hour worked.
- 6.05.02 Provisions specified in 6.02.02 and 6.02.08 shall be applicable in this section.

## 6.06 Temporary Change Of Duty

- 6.06.01 On each occasion an employee is appointed to relieve for one working day or more in a job senior to that which they regularly hold, they shall be paid the regular rate of pay established for the higher job for the whole of the relief period. In instances where multiple rates have been assigned the job to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said job which allows for a minimum of the next higher rate above the regular rate of pay of their vacated job as outlined in Appendix I- *Schedule of Wages*.
- 6.06.02 The provisions of 6.06.01 shall not apply to incumbents of established relief jobs while relieving those jobs established for relief on a regular basis by said incumbent.
- 6.06.03 When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be of 6 months or greater duration, they will be staff- formed into the higher paid classification in order to receive benefits at the higher rate of pay.
- 6.06.04 When a period of relief, originally foreseen to be less than 6 months, actually exceeds 6 months, the affected employee will receive retroactive compensation for vacation, statutory holidays and sick leave at the higher rate. The employee will pay any necessary additional health and welfare benefit plan premiums as a result of being eligible for benefits at the higher rate.

## 6.07 Shift Differential

### 6.07.01 Afternoon Shifts

An employee who works 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 \$1.10 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 \$1.20 per hour 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 regularly scheduled hours worked at premium rates on statutory holidays.

### \* 6.07.02 Weekend Premium

Those employees who work a scheduled shift ½ or more of which falls between 08:00 and 16:00 hours (8:00 a.m. and 4:00 p.m.) on either a Saturday or a Sunday, shall receive a shift premium for each hour of that shift, provided that said Saturday or Sunday does not constitute one of the employee's days off, a

recognized statutory holiday or an overtime shift. The shift premium to be paid is:

- 
- Effective date of the Collective Agreement - \$1.50/hour
- Effective pay period 1, 2012 - \$1.90/hour
- Effective pay period 1, 2013 - \$2.25/hour

### 6.08 Height Pay

An employee working on a structure at or above an elevation of 75 feet free fall or more above the ground or the point upon which said structure is affixed shall be paid one hour's pay at their regular rate of pay for each hour so worked in addition to either their regular rate of pay, or their overtime rate in the event they are working in accordance with Articles 6.02- *Overtime Work*, 6.04- *Pay for Work on Off-Days*, or 6.05- *Pay for Work on Statutory Holidays*.

### 6.09 Reporting Pay

Temporary employees who either report for work and are sent home before engaging in work, or who are intermittently instructed not to report for work, shall be paid 2 hours reporting pay in accordance with the following:

- 6.09.01 The provisions of Article 6.09- *Reporting Pay* shall not apply for any part of a layoff period anticipated to be in excess of 5 working days.
- 6.09.02 Temporary employees who work some portion of their assigned shift shall receive their regular rate of pay for actual hours worked or 2 hours pay at the regular rate, whichever is the greater.
- 6.09.03 Temporary employees who have been in the continuous employ of the City for 30 days in their current employment with the City shall be paid reporting pay at their regular rate of pay established in accordance with the provisions of this Agreement for fringe benefit entitlement purposes. Prior to said 30 day period, they shall be paid in accordance with the provisions of the Employment Standards Act.

### 6.10 Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in Articles 6.07- *Shift Differential*, 6.08- *Height Pay*, and 6.11- *Deep Tunnel Pay*.

### 6.11 Deep Tunnel Pay

- \* A differential of \$1.50 per hour, in addition to their regular hourly rate, shall be paid to employees while installing and maintaining electrical systems or equipment in deep tunnel construction. This premium is also payable in the event the employee is working in accordance with Articles 6.02- *Overtime Work*, 6.04- *Pay for Work on Off-Days*, or 6.05- *Pay for Work on Statutory Holidays*.

## 6.12 Tool Allowance

- \* 6.12.01 All journeymen and apprentices shall supply the basic tools of their respective trades. A list of the basic tools for each trade will be developed by the City and reviewed with the Union upon request.
- 6.12.02 The City will replace or repair those tools which are worn out or broken through reasonable wear and tear while performing the work of the City.
- \*\* 6.12.03 Employees are responsible for properly securing their tools, and any tools supplied by the City, throughout the work shift and at the end of each shift.  
  
The City will replace the employee's personal tools when such tools:
  - are destroyed by fire on the City's premises; or
  - are lost through theft by forced entry of a designated storage place.  
Replacement of the employee's personal tools shall be limited to the list outlined in Appendix II.

## 6.13 Standby Pay

Standby shall be paid on the following basis in the following operational area:

- Pumpwell Maintenance, Drainage Operations Branch.  
  
EVENINGS – one hour at the employee's regular rate of pay.  
OFF- DAYS – 2 hours at the employee's regular rate of pay.  
STATUTORY HOLIDAYS – one hour's pay at the employee's regular rate of pay for each 6 hours held on standby.

Standby shall be mandatory; however, requests for replacement due to personal circumstances shall not be unreasonably denied.

# 7 PAY PROVISIONS

## 7.01 Wages

- 7.01.01 The regular rates of pay established in Appendix I- *Schedule of Wages*, which forms a part of this Agreement, shall apply for the duration of this Agreement. Employees shall be paid every 2 weeks.
- 7.01.02 No permanent employee covered by this Agreement shall be designated as an hourly rated employee. Hourly rates are included only for the purposes of computing overtime.
- 7.01.03 Should the City issue an incorrect pay cheque and/or entitlement to an employee, the City shall consult with the employee and shall make the necessary pay or monetary entitlement adjustment as expeditiously as possible.
- 7.01.04 Out of Schedule Rates

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 parties will meet and discuss Out of Schedule classifications, pay rates and any potential changes thereto.

All incumbents in classifications identical to those adjusted due to the market conditions, will be moved up to the Out of Schedule Wage Rate. Increments, if applicable, will be earned in accordance with the Schedule of Wages. Both the Union and the 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*.

## 7.02 Retroactive Pay

- 7.02.01 Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only (not any monetary adjustments, unless specifically named) to January 30, 2011, based on their employment in a class or classes coming within the scope of this Agreement, in accordance with the following:
- 7.02.01.01 the percentage increase to the regular rate of pay for paid straight-time hours;
  - 7.02.01.02 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;
  - 7.02.01.03 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;
  - 7.02.01.04 the percentage increase to the premium rate of pay at the existing statutory holiday premium (regular rate of pay times 2) for unscheduled hours worked on a statutory holiday.
- 7.02.02 Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same, in writing, within 60 calendar days of the effective date of the successor Agreement. The effective date of the agreement shall be the first day of the pay period following ratification by both parties.

## 7.03 Dually Qualified Tradesmen

- 7.03.01 A tradesman who is qualified in separate and distinct trades and who is required by the City to utilize these qualifications in the course of his duties, shall be reimbursed 5% higher than the higher regular rate of pay listed in Appendix I-*Schedule of Wages*, which is paid to tradesmen qualified in the trades required. Such 5% shall be deemed to be included in the hourly rate for all purposes.
- 7.03.02 The City shall determine which jobs and the number of jobs where dually qualified tradesmen are required. All Dual Trade Classifications shall be listed in Appendix I-*Schedule of Wages*.
- 7.03.03 Where the City indicates that its operational requirements require a position with dual trade qualifications, that position shall be posted in accordance with Article 12-*Posting and Filling Vacancies* of the current Collective Agreement.
- 7.03.04 Where no internal applicants are qualified for the posted dual trade position, lack of a second trade qualification shall not be considered when determining whether two or more applicants are “*equally qualified*” under Article 10.01, provided such tradesmen have agreed to obtain the second trade qualification within a

reasonable period of time.

- 7.03.05 Those selected to become dually qualified tradesmen shall have the City reimburse the tuition cost of any additional schooling required in order to obtain a second trades certificate. The City shall provide paid time if the additional schooling is required during working hours.
- 7.03.06 An employee shall be dually qualified as a journeyman before they can be classed as a foreman, sub-foreman or leadhand if they are working with and/or supervising dually qualified tradesmen. Present incumbents not possessing a dual trade qualification shall be considered to be "*grandfathered*". Notwithstanding this, they will be encouraged to acquire the necessary dual trade qualification.

## 8 FRINGE BENEFITS

### 8.01 Statutory Holidays

- 8.01.01 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 holiday.

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

- a) available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or
- b) on approved leave for a period of 10 working days or less duration.

Further to 8.01.01(b), 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 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 the City requires the employee to work, the employee may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the employee and the supervisor.

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

- 8.01.03 The statutory holidays, as specified in this section, 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.

- 8.01.03.01 Employees shall only 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 of 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.

**8.01.04** 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
- 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 5 working days notice of such change.

**8.01.05** 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<sup>st</sup> falls on 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.

**8.01.06** 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<sup>st</sup> falls on a Sunday)
- Labour Day
- Thanksgiving Day
- Remembrance Day, and
- Christmas Day.

**8.01.07** An employee shall only be eligible for shift differential on regularly scheduled hours worked at premium rates on statutory holidays.

**8.02 Annual Vacation Leave**

**8.02.01 Vacation Entitlement for Permanent or Probationary Employees**

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 provisions, 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

Continuous Service Prior to Vacation Year	Pro- Rata Entitlement Permanent and Probationary (the lesser of the following)
1 month	1 working day OR 8 working hours

It is understood that vacation entitlement shall be paid at the employee’s regular 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 one year of service with the City.
- An employee who is terminated and who has not received any vacation leave shall receive 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



Continuous Service Prior to Vacation Year	Pro- Rata Entitlement Temporary and Provisional (the lesser of the following)
3 months	3 working days OR 24 working hours
2 months	2 working days OR 16 working hours
1 month	1 working day OR 8 working hours

8.02.03 An employee shall be entitled to vacation credits commensurate with the employee’s status as temporary, provisional, probationary or permanent and the employee’s vacation pay shall be their regular rate of pay.

**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 the vacation leave tables in clause 8.02.01- *Vacation Entitlement for Permanent or Probationary 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 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.

**8.02.06 Selection of Vacation**

Insofar as the efficient operation of a department permits, an employee shall have the right to choose the period of vacation according to seniority standing.

A list showing the vacation leave employees will have earned, should they remain in the employ of the City on May 1 of each calendar year for the forthcoming vacation year shall be posted on City bulletin boards in each department no later than March 1 of each calendar year. Any employee who fails to indicate a choice by March 31 will have waived whatever right he may have had to choose his vacation leave period.

Between April 1 and April 15, the vacation leave schedule for all employees shall be posted in each department. Seniority will prevail in the preparation of this schedule. Seniority for second choice of vacation leave shall not apply until each employee on such schedule has indicated his first choice.

**8.02.07 Relief Personnel**

Relief personnel designated as such in accordance with Article 6.01.02.04 shall be considered junior in seniority for vacation sign-up purposes.

**8.02.08 Vacation Carry Over**

Subject to City Policy, an employee may be permitted to carry over vacation to the next vacation year.

**8.02.09 Early Usage of Vacation Credits**

An employee may be allowed to use earned vacation credits for the next vacation year prior to May 1, upon approval by the City. The vacation leave granted shall be contingent on the requirements of service. Earned vacation credits shall mean vacation earned in previous years and the pro-rata amount earned in the current year, as determined by the City.

**8.02.10 Early Usage of Increased Entitlement**

An employee may be allowed to take vacation leave to the maximum of their earned vacation leave. During the vacation year in which the employee is eligible 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, all advanced vacation credits shall be recovered from final monies owing to the employee or, if insufficient, from the employee directly.

**8.02.11 Cash Payout of Vacation**

There shall be no cash payout of vacation credits except as mutually agreed between the City and the employee.

**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 1<sup>st</sup> 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 180<sup>th</sup> 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 or 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 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.

#### 8.02.18 Vacation Year

The vacation year 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.

### 8.03 Leave of Absence

#### 8.03.01 General

Leave of absence without pay may be granted to the employee at the discretion of the City.

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

#### 8.03.02 Union Employment

Leave of absence without pay for full-time Union employment, to a maximum of 2 official Union jobs, shall be granted under the following conditions:

a) In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence without pay for the purpose of carrying out the duties of their office and shall retain their seniority as if they had remained in continuous employment with the City. They shall have the right, at any time, upon giving one month's notice, to return to their previous job or to such other job to which they may be promoted by reason of seniority and ability.

\* b) Such an employee shall make regular contributions to the Edmonton Civic

Employees Charitable Association Fund, Pension Fund and all employee benefits, participating in same as would a permanent employee of the City in a position falling under the jurisdiction of IBEW Local Union 1007. Their contributions to these benefits shall be based on their earnings during their full-time employment with the Union, who shall pay the City's portion, making due allowance for changes in his marital status and number of dependents.

**\*\* 8.03.03 Leave for Collective Bargaining**

**UNION NEGOTIATING COMMITTEE REPRESENTATIVES**

Members appointed to the negotiating committee for the Union shall be granted leave of absence with pay, at their regular rate of pay, for the purpose of attending joint collective bargaining meetings towards the establishment of a new collective agreement. It is understood that no more than 2 members will be granted leave with pay for the purpose of attending said meetings on behalf of the Union for the purpose of collective bargaining and for a maximum of 15 days or 120 hours per member. Leave of absence requests for additional meetings will be granted as Leave Without Pay.

**8.03.03.01 Mediation or Arbitration Meetings**

Leave of absence without pay for all members appointed to the Union negotiating committee shall be granted in the event mediation or arbitration meetings are required for the purpose of establishing a new collective agreement. Leave without pay shall commence from the first day the parties commence mediation and continue throughout the mediation process and, if required, throughout the arbitration process.

**8.03.03.02** Wherever leave of absence with pay is granted to a Union representative for the purpose of conducting Union business, it will be for those hours the member would normally have worked, had the member not been required to attend to the business on behalf of the Union.

**8.03.04 Employment for Gain While on Leave**

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

**8.03.05 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, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

**8.03.05.01** When death occurs in the employee's immediate family – that is,

- current spouse
- child / ward
- parents

the employee, on request, shall be excused for up to any 5 regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the 5 working days.

8.03.05.02 Three days leave with pay to attend funeral services of persons related as follows:

- grandchild
- guardian
- 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, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the 3 working days.

8.03.05.03 One day's leave with pay to attend funeral services of persons related as follows:

- grandparent, or
- grandparent of current spouse.

The employee, on request, shall be excused for up to one regularly scheduled working day without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral.

8.03.05.04 One-half day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03.05.01, 8.03.05.02, or 8.03.05.03 above shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one day.

8.03.05.05 The word "*funeral*" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.

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

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

8.03.05.08 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.

#### 8.03.06 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.

### 8.03.07 Maternity / Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by the City in accordance with the following:

- a) To a pregnant female employee who is either permanent or has been employed with the City for a period of at least 12 consecutive months, upon her application to her 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.

- \* b) Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.
- c) Employees who are members of the City's Short Term Disability Plan and the Union's Long Term Disability Plan, and who provide medical evidence satisfactory to the City or the Union Plan Administrator 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 Disability Plans shall include the City's Income Protection Plan, and Supplementary Unemployment Benefit Plan, and the Union's Long Term Disability Plan.

*"Valid health-related portion"* shall mean that period of an eligible employee's pregnancy prior to and following childbirth, during which she 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.

- d) 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 her position or such alternative position which may be available, for which she 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.
- e) Maternity leave shall be in accordance with the provisions in the Employment Standards Code which is up to 15 weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to 37 additional weeks of unpaid parental leave, for a combined total of 52 weeks leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.
- f) 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 her 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.

- g) 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.
- h) 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.
- i) Parental leave of up to 37 weeks in duration for fathers 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.

#### 8.03.08 Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one 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, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs 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 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, 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 28.04- Dental Planthe Union's Dental Plan. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

8.03.08.01 An employee who does not undertake one of the options provided for in Article 8.03.08- *Participation in Benefit Plans While on Leave of Absence* shall, for all benefit plan purposes, be considered to have selected option number 2 and will be bound by the conditions therein.

8.03.08.02 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.

- 8.03.08.03 The provisions of Article 8.03.08- *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 8.03.07- *Maternity/Parental Leave*.

#### 8.04 Health and Welfare Benefits, and Pensions

- 8.04.01 Employees covered by this Collective Agreement shall be bound by the conditions specified in Part II- *Health and Benefits Plan*, 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 Local Authorities Pension Plan Act and Regulations. All eligible employees shall participate in this plan and make required contributions by payroll deductions.
- 8.04.03 Any successor employer shall be bound by Part II- *Health and Benefits Plan* of this Agreement.
- 8.04.04 The bridging of the provision of benefits to any successor employer shall not affect any rights the Union or the City have to distributable balances in the applicable plan fund or funds arising before or after the applicable date of the bridging provision. Such rights shall include but not be limited to, the right to negotiate or litigate any dispute arising from non- agreement on distributable balances or negative balances in applicable plan funds.

#### 8.05 Protective Clothing

- 8.05.01 In lieu of regular overalls, coveralls, and/or smocks, the City shall pay to all employees with a minimum of 12 months continuous service as of October 15, the sum of \$100 per year to be calculated during the last pay ending in October each year and paid on the corresponding pay day. Employees with less than 12 months continuous service and a minimum of 6)months continuous service as of October 15, shall be eligible to receive such protective clothing allowance on a pro-rated basis to the closest month.
- 8.05.02 Permanent employees shall have the option to provide receipts for overalls, coveralls and/or smocks, where such protective clothing is required for work, and shall receive a non- taxable reimbursement of actual expenses up to \$100. Should an employee not submit receipts by September 15, they shall receive a taxable clothing allowance. Gloves will be subsidized at 60% of cost.
- 8.05.03 An employee who is absent from work for more than 6 months shall receive clothing allowance in accordance with clause 8.05.01 on a pro-rated basis to the closest month. Should an employee be absent as of October 15 for the reasons provided herein, they shall receive clothing allowance upon his return to work.
- 8.05.04 Protective clothing, such as safety helmets, rubber aprons and rubber gloves for the handling of batteries and such other protective clothing as may be required, will be supplied. Replacement shall be made on evidence of fair wear and tear.
- 8.05.05 Safety Boot Subsidy
- 8.05.05.01 Where an employee is required to wear safety boots or shoes, the City will subsidize the purchase of C.S.A. approved safety boots or shoes in the amount of 50% of the cost of such safety boots or \$100, whichever is the lesser. An employee who has received a safety boot subsidy and who requests a subsequent subsidy shall show just cause why he should receive a subsequent subsidy. An employee who does not complete 30 days continuous



employment with the City shall not be eligible for a safety boot subsidy.

## 8.06 Notice Board Space

The City agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices of forthcoming events.

## 8.07 Parking

Parking facilities, where available, will be supplied at plant locations and service yards at the rate of \$3 per month per employee using the parking facility.

# 9 EMPLOYMENT

- 9.01 The normal probationary period for new employees engaged in permanently established jobs shall be 3 months, with the City reserving the right, in certain instances, to extend this period to a maximum of 6 months. In extenuating circumstances the probationary period can be extended, by mutual agreement between the Union and the City, to a maximum of 18 months.
- 9.02 In the event that the normal probationary period is extended, the employee and the Union shall be advised of the City's reasons.
- 9.03 New employees who, for any reason, do not meet the requirements of the job or for permanent status during the probationary period, shall be separated from the service.
- 9.04 Any person hired into a journeyman category must qualify for and obtain the applicable certificate for that category issued by the Alberta Apprenticeship and Trades Certification Board, prior to the expiration of his probationary period.

# 10 PROMOTIONS

- 10.01 In making promotions to vacant jobs coming within the jurisdiction of the Union, the required knowledge and skills (behavioural and technical) contained in the job posting shall be the primary considerations, and where 2 or more applicants are equally qualified to fulfill the duties of the job, seniority shall be the determining factor.
- 10.02 Employees, upon promotion, shall have a trial period of 3 months, with the City reserving the right in certain instances to extend this period to a maximum of one year. In the event that the trial period is extended, the employee and the Union shall be advised of the City's reasons.
- 10.03 During the trial period of 3 months, an employee may revert to their former job or may be reverted by the City. If the trial period is extended, the City may revert an employee to their former job, or to an equivalent job for which they are qualified, at not less than the regular rate of pay which they received in the former job.
- 10.04 Employees shall be eligible to apply for positions 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 position which does not come within the scope of this Agreement.

- \* 10.05 The City agrees to provide the Union with a copy of all positions posted, including those posted outside the scope of this Agreement.
- 10.06 A provisional employee shall be considered to be applying for a promotion when applying for a permanent job in the same class.

## **11 LAYOFFS AND REHIRES**

- 11.01 If the permanent staff of a department is to be reduced, the City shall first determine the number of jobs to be reduced within each class. Except as specifically provided in 11.05, those employees who were last appointed to a class to be reduced, shall be the first employees removed from such class for the purposes of layoff, provided those remaining in the class are qualified and capable to perform the duties of the remaining jobs in the class.

Non-permanent employees belonging to the class to be reduced shall be laid off prior to the removal of permanent employees from the class.

### **11.02 Reversion**

- \* 11.02.01 A permanent employee removed from a class in accordance with 11.01 may, at the employee's option, revert to a permanent job within the class formerly occupied by the employee within the same department, provided that they are qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of I.B.E.W. Local Union 1007.
- 11.02.02 If a permanent employee has accepted a lower rate of pay than the rate of their former job as a result of commencement on an apprenticeship program, and the apprentice position is abolished in accordance with 11.01, such employee may, at their option, revert to a permanent job within the class formerly occupied by the employee within the same department, provided that they are qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of I.B.E.W. Local Union 1007.
- 11.02.03 If a permanent employee was demoted into a job within a class to be reduced in accordance with 11.01, such employee may revert to a permanent job within the class formerly occupied by the employee, provided they are qualified and capable of performing the duties of the job, unless the employee had been demoted for disciplinary reasons from such job, or if they had been demoted from their former job for such other reasons the City determines would constitute it inadvisable to return them to their former job.
- 11.02.04 The City shall determine which permanent job will be assigned to a permanent employee upon their reversion to their former class.
- 11.02.05 Employees, who voluntarily demote from a class where a primary function is supervision, shall not be eligible to revert.
- 11.02.06 An eligible permanent employee, removed from a class for the purposes of layoff, who elects not to revert to a job within their former class, shall be laid off from the civic service.
- 11.03 Where reversion is not available to a permanent employee who is removed from a class, the City shall attempt to assign such employee to any vacant alternate job, within the same department, that they are qualified for and capable of performing in

accordance with their jurisdictional seniority.

The City shall determine whether a permanent employee is qualified for and capable of performing the duties of an alternate job and shall identify which alternate job, if any, shall be assigned to the permanent employee. The City shall review the qualifications and capabilities of the employee with the Union prior to their assignment to an alternate job. A permanent employee shall not be eligible for assignment to an alternate job, if such assignment results in an increase to the regular rate of pay to the employee.

- 11.04 A permanent employee removed from a class for the purposes of layoff, who is not assigned or elects not to accept an alternate job shall be laid off from the civic service.
- 11.05 Permanent employees to be laid off from permanent jobs shall receive a minimum of 14 calendar days notice of such layoff. In the event that 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 layoffs are contemplated.
- 11.06 Permanent employees to be laid off shall be given a general priority throughout the civic service for any vacancy for which they are qualified. The general priority shall not override the rehire provisions or the provisions of Article 10.01.
- 11.07 Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement Entitlement as outlined in Article 24.04, shall negate any and all rights of recall and rehire to their former job.
- 11.08 If the permanent staff of a department is to be increased, those permanent employees removed, in accordance with the layoff provisions, from the class to be increased shall, if available, be recalled according to the reverse order of their removal from such class, provided they are qualified and capable of performing the duties of the job. For permanent employees retained in a previous class or reassigned to an alternate job, this right to a single recall is indefinite. For permanent employees actually laid off from the service, this right to a single recall expires at 24 months or less (see 13.07.04). 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. Such employees removed in accordance with the layoff procedures shall be re-engaged in preference to other applicants.
- 11.09 Laid off permanent employees who are rehired within their recall period shall be re-engaged as permanent employees. Such employees shall retain the benefits provided by the current Agreement which were enjoyed prior to layoff, with the exception of seniority, which shall be governed by the provisions of 13.07.04.
- 11.10 A permanent employee's date of appointment into a job shall be, for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the class to be reduced.

However, a permanent employee's date of appointment into a dual trades class shall be for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the employee's first trades class.

In the event of a reduction of a job within a dual trade class, a dually qualified employee may use their seniority to be retained in favour of the junior employee in the single trade classes for which they are dually qualified.

- 11.11 Under no circumstances shall an employee's date of appointment be established as a date prior to their jurisdictional seniority.

- 11.12 When an employee attains journeyman status in a trades' class, their date of appointment to such class shall be backdated to include their apprenticeship service, to a maximum of 4 years, for the purpose of layoffs and rehires only.
- 11.13 Where 2 or more employees have the same date of appointment to the same class, the relative order that such employees are removed from such class, in accordance with 11.01, shall be based on their jurisdictional seniority.
- 11.14 Apprentice positions shall not be considered to be trades classes for the purposes of applying the layoff and rehire procedure. Employees occupying jobs within trades classes shall not be eligible to revert to apprentice positions.
- 11.15 Should an apprentice attain journeyman status in a class previously reduced, and the job is retained, the new journeyman will be retained in the class unless there is a senior permanent employee with recall rights to that class. If the new journeyman cannot be retained in that class they will be removed and subject to the layoff process.

### 11.16 Technological Change

- 11.16.01 The City agrees to provide the Union with as much advance notice in writing as possible of technological or other changes which may occur in the future whereby jobs will be changed or abolished.
- 11.06.02 The City and the Union shall meet and discuss such change prior to any reduction in staff which may be deemed necessary. Employees who may be affected shall be given the advantage of all available opportunities commensurate with their abilities.
- 11.06.03 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.

### 11.17 Job Security

Without restricting the right to determine the methods by which municipal services are to be provided, the City agrees that, during the term of this Agreement, no permanent employee shall be laid off as a direct result of the City contracting out the work performed by such permanent employee.

In the event that a permanent employee is displaced as a result of the City contracting out the work, the City shall have the right to place said employee in any job for which they have the required qualifications at not less than the regular rate of pay for the job from which they were displaced.

## 12 POSTING AND FILLING VACANCIES

For the purposes of this section, "*working days*" shall be consecutive days, exclusive of Saturdays, Sundays, or holidays recognized by the City.

### \* 12.01 Postings and Internal Bulletins

Vacant positions required to be filled shall be posted without unreasonable delay for a period of 7 calendar days in a place accessible to employees who fall within the scope of this Agreement, on a standard form provided by the City.

Where conditions of service require that the job be filled immediately, a temporary

appointment, not to exceed 90 calendar days, may be made. 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.

For the purpose of soliciting interest for temporary assignments from qualified employees in a work unit, an internal bulletin identifying the employees eligible to indicate interest may be posted. The duration of these assignments shall not exceed 12 months.

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

- 12.01.01 The City may fill vacancies that may arise in the same class code, under the same hiring manager, during a current recruitment on an existing posting within 30 calendar days from the opening date of the original posting. The City will notify the Union regarding the amended number of positions to be filled.

## 12.02 Applications

Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to the Human Resources Branch, 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.

## 12.03 Notification

### 12.03.01 Notification to Applicants

Once the selected candidate has verbally accepted an employment offer, the hiring supervisor will verbally communicate the name of the selected candidate to each of the senior, unsuccessful applicants on the posting. Reasons for non-selection and suggestions for improvement will be provided under the categories of knowledge, skills (behavioural and technical) and experience.

Following verbal notification to the unsuccessful applicants, the Human Resources Branch shall provide a written offer of employment to the successful candidate, and written notification to unsuccessful applicants. The notice to an unsuccessful candidate shall include the name of the successful candidate.

### 12.03.02 Notification to Union

Once the selected candidate has verbally accepted an offer from the hiring supervisor, the Human Resources Branch will notify the Union of the selected applicant and the names of all internal employees within the Union's jurisdiction who were unsuccessful on the posting.

- 12.04 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.

## 12.05 Selection Grievances

The time limit for initiating a grievance shall commence on the working day immediately following the date the Union receives written notification of the results of the job competition, as per Article 12.03.02, and shall end after 5 working days.

12.05.01 An employee who has applied on a posting and may be absent from work at the time the selection decision is communicated, shall be responsible for advising the Union of his potential interest in grieving the selection, in the event that such employee is unsuccessful. The Union will advise the Human Resources Branch that such notice has been received and a mutually agreed extension of time limits will be put into place.

#### 12.06 Reversions

In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of 12 months or less, and such employee is then reverted back to their former job within the scope of this Agreement, no posting shall be required to complete such reversion.

12.06.01 In instances where a permanent employee is appointed to a position which is outside the scope of this Agreement, and such employee is reverted to their former job, or an equivalent job within the scope of this Agreement, then no posting shall be required to complete such reversion provided the employee has not been outside the scope of this Agreement for a period in excess of 3 months.

12.06.02 In circumstances where reversions displace other employees, such employees in turn shall be reverted to their former jobs without posting.

\*\*

#### 12.07 Reversions or Failed Probationary Periods / Trial Terms

The City may fill vacancies resulting from a reversion or termination of employment during an established probationary period or trial term from among the original applicants to a posting, without re-posting such vacancies. The ability to make a second selection out of the original competition file in these circumstances will extend for a period of 3 months from the reverting or terminating employee's start date.

\*\*

#### 12.08 Appointments

Appointments may be made by mutual agreement between the City and the Union without posting.

### 13 JURISDICTIONAL SENIORITY

13.01 A permanent employee shall have their seniority determined by the length of unbroken employment with the City from the date they last entered the scope of this Agreement, or any other Agreement in effect between the City and the Union (I.B.E.W. Local Union 1007).

13.02 Provisional employees shall have seniority based on the definition included in Article 3.12-*Provisional Employee*. The seniority of a provisional employee, as such, shall date from the time the employee last qualified as a provisional employee, in accordance with the provisions included in this Agreement.

13.02.01 For the purposes of applying the provisions of 10.07, a provisional employee will be considered senior to a permanent employee where the provisional seniority date of such employee predates the seniority date of the permanent employee.

13.03 A probationary, temporary, or provisional employee shall not have permanent seniority until such employee becomes a permanent employee as defined in this

Agreement. Permanent seniority shall be calculated as outlined in 13.01.

- 13.04 A transfer from one branch of a department to another branch 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.
- 13.05 Lists showing seniority of employees in departments shall be furnished annually by the City to the Union upon request, but not more than once a year.
- 13.06 An employee, promoted or transferred from one department to another, or from one section to another, shall not exercise their seniority for the purpose of vacation choice during the first vacation year of employment in that department or section.
- 13.07 An employee shall lose seniority by reason of:
  - 13.07.01 dismissal for just cause;
  - 13.07.02 voluntary resignation;
  - 13.07.03 appointment to a position outside the scope of this Agreement for a period of 12 months or more;
  - 13.07.04 continuous layoff for a period of 24 consecutive months or for a period in excess of the seniority of the employee at the time of layoff, whichever occurs first;
  - 13.07.05 failure to report for work within 3 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.

## 14 GRIEVANCE PROCEDURE

### \* 14.01 General

#### \*\* 14.01.01 Definitions

- 1) An Individual grievance:
  - a) concerns the interpretation, application, operation or alleged violation of the Collective Agreement, and
  - b) directly relates to or affects the rights of a specific employee.
- 2) A Group grievance:
  - a) concerns 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.

- 3) A Policy grievance:
  - a) concerns 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.
- 4) Disputes regarding the Jurisdictional allocation of positions will be dealt with as Policy grievances. If a Jurisdictional dispute is not resolved at the Formal Review Stage, the dispute will be referred to the Labour Relations Board for a final and binding decision.
- 5) For the purposes of this article, “*working days*” shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

14.01.02 During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout, due to any dispute over matters relating to the interpretation or application of any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement.

14.01.03 The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Grievance Procedure. Such agreements shall be confirmed in writing by the parties involved.

\* 14.01.04 **Initiation of a Grievance**

At Stage 1- *Consultation*, Individual or Group grievances shall be initiated to the appropriate Department Management Supervisor and at Stage 2- *Formal Review* to the appropriate Branch Manager or their designate.

Policy grievances and Jurisdictional disputes shall be initiated at Stage 1- *Consultation* to the Senior Negotiator in the Labour Relations Section or their designate and, at Stage 2- *Formal Review*, to the Human Resources Branch Manager or their designate.

The grievance shall be initiated in writing and shall specify:

- the nature of the grievance,
- the clause or article number of the Agreement upon which the grievance is based, and
- the remedy requested.

A copy of all grievance correspondence, including decisions reached by Department Management, shall be provided to the Labour Relations Section, Human Resources Branch.

14.01.05 The parties may mutually agree to involve a facilitator or mediator at any stage of the Grievance Procedure.

14.01.06 Human Resources / Labour Relations representatives shall provide advice and assistance to line managers and supervisors at Stage 1- *Consultation* and Stage 2- *Formal Review* of the grievance procedure.

**14.02 Stage One - Consultation**

- \* 14.02.01 A request for Consultation shall be initiated in accordance with Article 14.01.04 and submitted within 10 working days of the date the incident or issue, that gave rise to the grievance, reasonably came to the attention of one of the following parties:

- the employee(s),



- the Union, or
- a City representative.

14.02.02 The parties shall meet and review the incident, issue or selection and determine the frequency and nature of future meetings plus the other parties or resources required at these future meetings.

14.02.03 The parties would also determine what action or problem solving process will be required to address the identified incident, issue or selection.

- \* 14.02.04 The parties may remain in this consultation stage as long as the parties are mutually satisfied with the progress being made in this consultation stage. No formal time limits will apply to this consultation stage of the grievance procedure; however the parties will endeavour to complete the Consultation process within 40 working days.

14.02.05 If any of the parties determines a consensus is not possible, it may provide the other parties with written notification that the consultation phase is concluded.

\* **14.03 Stage Two – Formal Review**

14.03.01 A grievance may be advanced to the Formal Review Stage by the Union, or the Union on behalf of the employee(s), within 10 working days of the conclusion of the Consultation Stage, in accordance with Article 14.01.04.

14.03.02 Following receipt of the grievance, a hearing shall be scheduled within 10 working days by the party in receipt of the grievance. Further hearings may be requested by either party and such requests shall not be unduly denied.

14.03.03 If either party determines a consensus is not possible, it shall provide the other party with written notification that the Formal Review Stage has ended. The union shall receive a written decision, including the rationale for the decision, within 10 working days of the conclusion of the Formal Review Stage.

The parties will endeavour to complete the Formal Review Stage within 40 working days.

**14.04 Stage Three – Arbitration**

- \* 14.04.01 If the grievance is to be referred to Arbitration, the Union shall notify the City in writing, within 30 working days of receipt of the written notice concluding the Formal Review stage. Such written notice shall include the Union's:

14.04.01.01 • appointee to the arbitration board and/or

14.04.01.02 • willingness to choose a single arbitrator,

14.04.01.03 as well as the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.

- \* 14.04.02 Within 15 working days after receipt of notification as provided in 14.04.01, the City shall:

14.04.02.01 advise the Union of its appointee to the arbitration board, or,

14.04.02.02 where a single arbitrator is suggested, indicate whether it will accept a single arbitrator and, if so, both parties will endeavour to mutually agree upon a

person to act in such capacity.

If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within 5 working days, each party will advise the other party of its appointee to the arbitration board.

- \* 14.04.03 If the City fails to appoint its member within the time limit under clause 14.04.02, the appointment shall be made by the Alberta Ministry of Human Services upon the request of the Union.
- \* 14.04.04 Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within 5 working days of the appointment of the second of them, appoint a third person who shall be the chair. If the 2 appointees are unable to agree upon the choice of a chair within the time limit specified, they shall request the Alberta Ministry of Employment & Immigration to appoint a chair.
- \* 14.04.05 If the single arbitrator, either member of the arbitration board, or the chair thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chair shall be appointed in accordance with the above procedure within 5 working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chair, the appointment shall be made by the Alberta Ministry of Employment & Immigration upon the request of either party.
- 14.04.06 Each party appointing a member shall bear the expense of its respective member and shall bear ½ of the expenses of the chair of the arbitration board, or single arbitrator, whichever is applicable.
- 14.04.07 No person shall be appointed as a member or chair of an arbitration board if the person is directly affected by the difference or if the person has been involved in an attempt to negotiate or settle the difference.
- 14.04.08 The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chair shall be the award of the arbitration board. The decision of the arbitration board or single arbitrator is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the arbitration board.
- 14.04.09 The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.
- 14.04.10 The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement. The grievance arbitration board shall issue its decision no later than 60 calendar days from the conclusion of the hearing. Where both parties agree, the aforementioned time limits may be extended.

## 15 REPORTING FOR DUTY

- 15.01 Employees shall report for duty at the place directed by the City and shall go to and from such place on their own time within the City limits. Where an employee is required to report to a new place during their regular hours of work, they shall do so without loss of pay.

## **16 APPRENTICESHIP**

- 16.01 All apprentices who come under the provisions of the Provincial Apprenticeship and Industry Training Act shall be governed by the regulations of the Act currently in force.
- 16.02 Any person appointed as an apprentice must have a minimum educational standing of Grade XII or its equivalent. This standing shall reflect good grounding in technical mathematics and related sciences. The equivalent standing may be Grade IX or better and, in addition, completion of a 2-year course in a technical school or similar training.
- 16.03 The anniversary dates of apprentices shall be April 1 or October 1, as determined by the Alberta Apprenticeship and Trade Certification Board and the department concerned.
- 16.04 The department shall adequately train and instruct all apprentices. If the apprentice fails to qualify, they shall forfeit their apprenticeship. In the event that such an apprentice has previously held a job in the department, they shall be reinstated in such job but, otherwise, they shall be released from the service of the department. However, an apprentice who fails to qualify for any period of apprenticeship in accordance with the Alberta Apprenticeship and Trade Certification Board regulations may be allowed to serve an additional year in the same apprenticeship period, at the same rate of pay, provided the department concerned, in their assessment of the apprentice, has determined that the previous service of the apprentice in the department and their attendance at school warrant such treatment.
- 16.05 Any person appointed as an apprentice shall be given credit for previous experience in similar work and shall receive the rate of pay set out in the schedule that such experience warrants, based upon the provisions set out in the schedule and upon the provisions set out in this section. Such person shall be subject to examination which will be held, and a report of the foreman made, within 30 days after the applicant has been taken on the staff.
- 16.06 An apprentice shall become a journeyman when they have completed their apprenticeship in the applicable category as determined by the Department, after the length of time prescribed by the Apprenticeship and Industry Training Act and shall be placed in a permanent journeyman's job.
- 16.07 Ratio of Apprentices to Journeymen**
- The ratio of apprentices to journeymen in the electrical employ of the departments shall be 2 apprentices per 3 journeymen. The number of apprentices in any crew shall not exceed 2 unless warranted by a sufficient number of journeymen in that particular crew provided, in the supervisor's opinion, there are sufficient journeymen available to make this practicable.
- 16.08 No apprentice shall use the tools of the trade on overtime work without a journeyman working with them.
- 16.09 Electrical trouble or maintenance men must be qualified journeymen and apprentices accompanying them shall be under their supervision.

## **17 SAFETY**

17.01 At the request of either party, appointed representatives of the City and the Union shall meet to discuss and recommend changes regarding Safety Rules and Regulations. The size of this committee, or committees, shall be as mutually agreed between the City and the Union and the committee(s) shall set its own procedure with respect to meetings.

The Union shall have equal representation on the committee, however, the City may decrease the number of City representatives where necessary without requiring the Union to reduce the number of Union representatives.

17.02 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 and such refusal shall not be the basis for disciplinary or discriminatory action.

\* 17.03 Any work done in confined spaces, shafts or tunnels deeper than 20 feet shall be done by at least a 3 person crew with proper safety equipment and with one person at the top at all times.

\* 17.04 Electrically hazardous work in confined spaces shall be done by a journeyman under the direction of a foreman, and no less than 2 employees having training consistent with Occupational Health & Safety requirements shall work together at all times.

17.05 Hands-on work on high voltage shall be performed by at least 2 journeymen or one journeyman and a 4<sup>th</sup>-year apprentice. In case of trouble, one journeyman may watch for the safety of and guard the public from the trouble until another journeyman or 4<sup>th</sup>-year apprentice can be obtained to assist with the required work.

17.06 Any employee repairing, maintaining, testing, installing, working on electrical equipment or operating components of the system must have the rating of a journeyman or apprentice. All work must be done under the general direction of a foreman in the applicable trade, or supervisor, or a qualified journeyman at a foreman's rate of pay.

17.07 Where non-trade employees are working in close proximity to high voltage, where they or their material could conceivably contact the voltage, a fully qualified journeyman tradesman shall be made available to oversee such activities before they commence.

## 18 SUPERVISION

\* 18.01 The primary function of a foreman is to provide direction and supervision to the employees working under them with the objective of safely completing a good job, therefore, a foreman will not schedule work on the tools of the trade for themselves. However, if on a work site, a Foreman may perform minor troubleshooting, effect minor repairs, and assist a tradesman where problems arise requiring the assistance of another tradesman.

The intent is that a Foreman will not work with tools to the extent that such work performance would eliminate a trades job.

18.02 An employee shall be fully qualified as a journeyman before they can be classed as a foreman, sub-foreman or leadhand if they are working with and supervising tradesmen, otherwise an employee shall have the required knowledge and ability to act as a foreman, sub-foreman, or leadhand with non-trade employees.

## 19 REVIEW OF EMPLOYEE STATUS

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

## 20 NEW CLASSES

- 20.01 In the event that the City creates a new class which falls within the scope of this Agreement, the rate of wages shall be negotiated by the City with the Union before advertising any job within this class in accordance with the posting procedures set forth in this Agreement.
- 20.02 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 class, the posting of any vacancy in this class shall be made according to the rates of wages set out by the City but, notwithstanding such posting, the rates of wages of the new class 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."*

## 21 LETTERS OF UNDERSTANDING and ADDENDA

- \* There are no Letters of Understanding and two Addenda attached to this Agreement at the conclusion of the 2011 round of negotiations. They are all individual documents standing on their own and are referred to here for the convenience of not signing each of them individually.

# APPENDICES

- **BLANK** -

# APPENDICES

Appendix I: Schedule of Wages Trades - Salary Plan 62M Schedule of Wages Notes can be found at the end of Appendix I												
Note #	Job Code	Job Description	Grade	STEP	PP 1, 2010 to Jan 29, 2011	Jan 30, 2011 to Dec 31, 2011	Jan 1, 2012 to Apr 21, 2012	Index %	Apr 22, 2012 to Dec 29, 2012	Dec 30, 2012 to Apr 20, 2013	Index %	Apr 21, 2013 to Dec 28, 2013
						2.5% Increase	3% Increase			3% Increase		
<b>INDEXED</b>												
	1256	Electrical Foreman	45		\$43.519	\$44.607	\$45.945	117	\$46.006	\$47.386	118	\$47.997
	1941	Electrical Mtce Planner	45		\$43.519	\$44.607	\$45.949	117	\$46.006	\$47.386	118	\$47.997
	1231	Instrument Foreman	37		\$42.099	\$43.151	\$44.446	109	\$43.044	\$44.336	111	\$45.149
	1257	Senior Electrician	37		\$42.099	\$43.151	\$44.446	109	\$43.044	\$44.336	111	\$45.149
1	1299	Elec Contract Inspector	44		\$40.194	\$41.199	\$42.435					
			37					109	\$43.044	\$44.336	111	\$45.149
2	1286	Electronic Technician II	44		\$40.194	\$41.199	\$42.435					
			30					104	\$41.070	\$42.302	105	\$42.709
	1255	Electrician II	30		\$38.271	\$39.228	\$40.405	104	\$41.070	\$42.302	105	\$42.709
	1261	Instrument Technician II	30		\$38.271	\$39.228	\$40.405	104	\$41.070	\$42.302	105	\$42.709
	1253	Electrician I	23	1- Probationary	\$35.951	\$36.850	\$37.955		\$37.955	\$39.094		\$39.094
	1258	Electronic Technician I	23	2- Thereafter	\$37.405	\$38.340	\$39.490	100	\$39.490	\$40.675	100	\$40.675
	1260	Instrument Technician I	23									
<b>NON-INDEXED</b>												
	3210	Electrical Helper	46	1- Probationary		\$23.004	\$23.694			\$24.405		
				2- Thereafter	\$26.540	\$27.204	\$28.020		\$28.860			
3	1286	EPS Electronic Technician II	44		\$40.194							
	2222		47	1- Job Rate		\$41.199	\$42.435			\$43.708		
				*2- Certified		\$43.152	\$44.447			\$45.780		



Appendix I: Schedule of Wages Trades - Salary Plan 62M Schedule of Wages Notes can be found at the end of Appendix I												
Note #	Job Code	Job Description	Grade	STEP	PP 1, 2010 to Jan 29, 2011	Jan 30, 2011 to Dec 31, 2011	Jan 1, 2012 to Apr 21, 2012	Index %	Apr 22, 2012 to Dec 29, 2012	Dec 30, 2012 to Apr 20, 2013	Index %	Apr 21, 2013 to Dec 28, 2013
						2.5% Increase	3% Increase			3% Increase		
*2 Certified rate applies after completion of 5 yrs of service in the class + attainment of NATIA certification												

Appendix I: Schedule of Wages Dual Trades - Salary Plan 62D Schedule of Wages Notes can be found at the end of Appendix I												
Note #	Job Code	Job Description	Grade	STEP	PP 1, 2010 to Jan 29, 2011	Jan 30, 2011 to Dec 31, 2011	Jan 1, 2012 to Apr 21, 2012	Index %	Apr 22, 2012 to Dec 29, 2012	Dec 30, 2012 to Apr 20, 2013	Index %	Apr 21, 2013 to Dec 28, 2013
						2.5% Increase	3% Increase			3% Increase		
	1395	Elec Instrumentation Foreman	5		\$45.695	\$46.837	\$48.242		\$48.306	\$49.756		\$50.396
	2023	Drainage Instrument / Electrical Coordinator	8		\$41.872	\$42.919	\$44.206			\$45.533		
	1259	Pumpwells Instrument Tech I / Electrician I	2	1- Probationary	\$37.749	\$38.692	\$39.853			\$41.049		
2- Thereafter				\$39.275	\$40.257	\$41.465			\$42.709			
*3				\$40.185	\$41.190	\$42.425			\$43.698			
*Applies after completion of 3 yrs of service in the class												
	2223	Instrument Tech I / Electrician I	2	1- Probationary	\$37.749	\$38.692	\$39.853		\$39.853	\$41.049		\$41.049
				2- Thereafter	\$39.275	\$40.257	\$41.465		\$41.465	\$42.709		\$42.709

<b>Appendix I: Schedule of Wages</b> <b>Apprentices - Salary Plan 62A</b> Schedule of Wages Notes can be found at the end of Appendix I												
Note #	Job Code	Job Description	Grade	STEP	PP 1, 2010 to Jan 29, 2011	Jan 30, 2011 to Dec 31, 2011	Jan 1, 2012 to Apr 21, 2012	Index %	Apr 22, 2012 to Dec 29, 2012	Dec 30, 2012 to Apr 20, 2013	Index %	Apr 21, 2013 to Dec 28, 2013
						2.5% Increase	3% Increase			3% Increase		
				% of Journeyman Rate								
	1254	Electrician - 1st yr	5	60	\$22.443	\$23.004	\$23.694			\$24.405		
		2nd yr		70	\$26.184	\$26.838	\$27.643			\$28.473		
		3rd yr		80	\$29.924	\$30.672	\$31.592			\$32.540		
		4th yr		90	\$33.665	\$34.506	\$35.541			\$36.608		
	1451	Electronic Technician - 1st yr	6	60	\$22.443	\$23.004	\$23.694			\$24.405		
		2nd yr		70	\$26.184	\$26.838	\$27.643			\$28.473		
		3rd yr		80	\$29.924	\$30.672	\$31.592			\$32.540		
		4th yr		90	\$33.665	\$34.506	\$35.541			\$36.608		

<b>Appendix I: Schedule of Wages</b>												
<b>Trades - Salary Plan 62M, Present Incumbent Only list</b>												
Schedule of Wages Notes can be found at the end of Appendix I												
Note #	Job Code	Job Description	Grade	STEP	PP 1, 2010 to Jan 29, 2011	Jan 30, 2011 to Dec 31, 2011	Jan 1, 2012 to Apr 21, 2012	Index %	Apr 22, 2012 to Dec 29, 2012	Dec 30, 2012 to Apr 20, 2013	Index %	Apr 21, 2013 to Dec 28, 2013
						2.5% Increase	3% Increase			3% Increase		
		0736956			\$43.519	\$44.607	\$45.945		\$46.006	\$47.386		\$47.997
		0825458			\$43.519	\$44.607	\$45.949		\$46.006	\$47.386		\$47.997
<b>The following PIO rates end Dec 28, 2013</b>												
		0799690			\$42.099	\$43.151	\$44.446			\$45.779		
		0408497			\$42.099	\$43.151	\$44.446			\$45.779		
		0812983			\$42.099	\$43.151	\$44.446			\$45.779		
		0491370			\$42.099	\$43.151	\$44.446			\$45.779		

**Appendix I: Schedule of Wages - NOTES**

1	Apr 22, 2012 - pay grade changes to 37
2	Apr 22, 2012 - pay grade changes to 30
3	Jan 30, 2011 - job code changes to 2222 and pay grade changes to 47

\*\*

**Appendix II: Required Tools for Electricians**

employed in the Building & Landscape Services Branch of the Infrastructure Services Department

Quantity	Tool Description
1	Magnetic torpedo level
1	Measuring tape - combination imperial (0.75" x 16') / metric (1.9 cm x 4.88 m)
1	Centre punch
1	Hammer
1	Cable skinning knife
1	Wire strippers
1	Tool pouch or bag
<b>PLIERS</b>	
1	10" water pump
1	8" lineman's
1	Diagonal cutting
1	Needle nose
<b>SAWS</b>	
1	Hacksaw frame
1	Keyhole saw
<b>SCREWDRIVERS</b>	
1	Flat blade
1	Phillips
1	Socket #10
1	Socket #8
1	Socket #6
1	Terminating
<b>WRENCHES</b>	
1	10" adjustable
1	6" adjustable

- **BLANK** -

# Part II – Health and Benefits Plan

## PART II – HEALTH AND BENEFITS PLAN

### 22 INCOME PROTECTION PLAN

- \* The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

#### 22.01 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. Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence.

22.01.01 An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one 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.

22.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one 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.

#### 22.02 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 Article 22.03.

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 one 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 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 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.

- 22.02.01 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 one complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For creditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 22.02.02 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.
- 22.02.03 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.



- 22.02.04 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 entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member validates their claim in accordance with the provisions of Article 29.03- *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.
- 22.02.05 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:
- 22.02.05.01 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.
- 22.02.05.02 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.
- 22.02.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, subject to 29.02.02.
- 22.02.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
- 22.02.05.05 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.
- 22.03 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.
- 22.04 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.

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

On the 4<sup>th</sup> 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 5<sup>th</sup> 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 one incident of absence in any payroll year.

## 22.06 Recurring Disabilities

\*\* Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence.

- 22.06.01 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 second 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 Article 22.05. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

- 22.06.02 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 second 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 Article 22.05. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

## 22.07 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.

## 22.08 Duration of Benefits

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

- 22.08.01 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.
- 22.08.02 The date the member's Income Protection benefits have been expended.
- 22.08.03 The date the member dies.
- 22.08.04 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.

## **22.09 Alternative Employment With the City**

- 22.09.01 If, while in receipt of Income Protection benefits, a member remains in 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.
- 22.09.02 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 22.06 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.

## **22.09.03 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.

## **22.09.04 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 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of eighty-five (85) days will normally be consecutive working days, subject to Article 22.06 where the maximum period of 85 days will be

cumulative.

## **22.10 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 his/her 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 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 22.06 where the maximum period of 85 days will be cumulative.

## **22.11 Unapproved Employment for Gain**

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.

## **\* 23 LONG TERM DISABILITY PLAN**

### **\*\* 23.01 Contributions**

A Long Term Disability (LTD) Plan will be provided to IBEW 1007 employees under the Local 1007 Benefit Program. The LTD Plan will be 100% employee-funded and will therefore provide a non-taxable benefit. The cost sharing arrangements for the Short Term Disability Plan (100% employer paid) and the Long Term Disability Plan (100% employee paid) are not subject to change.

### **23.02 Absence Management and Duty to Accommodate**

The underwriter of the LTD Plan within the Local 1007 Benefit Program will cooperate with the City's Disability Management section, Human Resources Branch, to provide the medical information necessary to manage employee absences and fulfill the City's duty to accommodate disabled IBEW 1007 employees.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning a member's ability to perform alternative employment, IBEW 1007 shall request an independent medical review by the disability management firm retained by the plan administrator Prudent Benefits Administration Services, Inc.

The City may identify the need for an independent medical review and IBEW 1007 shall not unreasonably refuse to initiate one.

The decision of the independent physician shall be final and binding on the member, the City, and the Union.

The cost of the independent physician shall be borne by the LTD Plan.

**23.03 Pension Contributions While in Receipt of LTD Benefits**

While in receipt of Long Term Disability benefits, a member shall continue to belong to the applicable pension plan. 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.

Member contributions shall be deducted from the LTD benefit payable to the member and remitted to the City.

**\* 24 WIND- UP OF FORMER INCOME REPLACEMENT PLAN**

24.01 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:

$$\text{Income Replacement Banked Entitlement} = \text{Income Replacement}$$

Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans.

24.01.01 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)
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)

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 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 one 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.

- 24.02 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.
- 24.03 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.
- 24.04 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 24.02 shall apply.
- 24.05 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.

**\* 25 ALBERTA HEALTH CARE**

If Alberta Health Care premiums should be reinstated by the Province of Alberta in future, the cost sharing arrangements for participating employees shall be 50% Employer paid and 50% Employee paid.

The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

## **\*\* 26 Benefits Provided by the 1007 Benefit Plan**

**26.01** The following benefits shall be provided by the Local Union 1007 Benefit Plan, operating under the IBEW Canadian Benefit Trust Fund:

- a) Long Term Disability Plan (see Article 23)
- b) Dental Plan
- c) Major Medical & Supplementary Hospital Plan
- d) Group Life Insurance Plan
- e) Dependent Life Insurance Plan
- f) Optional Life Insurance Plan

to employees falling under the scope of this Agreement.

### **26.02 Cost Sharing Arrangements**

The City of Edmonton shall remit the required Employer contributions for the Local Union 1007 plans on a bi-weekly basis.

The civic Union plan selected to set the Employer premium rates and cost sharing arrangements for the Local Union 1007 plans, will be experience-rated annually. Any change (increase or decrease) shall be communicated to the Union. Any premium adjustments will be implemented on the same effective date as the date established for the rate-setting civic Union plan.

Cost sharing arrangements established for the rate-setting civic Union plans, are as outlined below:

- a) Long Term Disability Plan – 0% Employer paid
- b) Short Term Disability Plan – 100% Employer paid
- c) Dental Plan – 65% Employer paid
- d) Major Medical & Supplementary Hospital Plan – 70% Employer paid
- e) Group Life Insurance Plan – 50% Employer paid
- f) Dependent Life Insurance Plan – 0% Employer paid
- g) Optional Life Insurance Plan – 0% Employer paid

## **27 Health Care Spending Account**

**27.01** Eligible permanent full-time employees will be provided with a Health Care Spending Account in the amount of \$500 commencing the first pay period of each year.

**27.02** To be eligible for the \$500 permanent full-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.

**27.03** Permanent full-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 \$250 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.

- \* 27.04 The Health Care Spending Account credits (dollars) for eligible employees will be transferred to the IBEW Local Union 1007 plan administrator in the first pay period of the year or the pay period in which July occurs, depending on when the individual employee(s) become eligible for the Health Care Spending Account. The IBEW Local Union 1007 plan will reimburse the City at year end for any IBEW employee- forfeited Health Care Spending Account credits/dollars.
- 27.05 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 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.
- 27.06 The Health Care Spending Account benefit shall be administered by the IBEW Local 1007 plan.

## 28 SUPPLEMENTATION OF COMPENSATION AWARD

- 28.01 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% percent 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:
  - a) on the date the Workers' Compensation Board certifies that the employee is able to return to work to the employee's regular duties; or,
  - b) 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,
  - c) on the employee's 65<sup>th</sup> birthday; or,
  - d) upon termination of the employee's employment with the City;whichever occurs first

- 28.01.01 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 65<sup>th</sup> birthday if such an employee is not entitled to a pension.

- 28.02 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 3 months without further review and approval by the City
- 28.03 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.

**\* 29 GENERAL APPLICATION OF PLANS**

The following provisions apply to the Supplementation of Compensation Award and Income Protection Plan provisions as contained in this Agreement:

**29.01 Subrogation Rights**

- 29.01.01 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.
- 29.01.02 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.

**29.02 Limitations and Exclusions**

- 29.02.01 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

29.02.02 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

29.02.03 The Income Protection Plan shall not make any payment if a disability results directly or indirectly from:

29.02.03.01 committing or attempting to commit an indictable offence;

29.02.03.02 intentional self- inflicted injury or illness;

29.02.03.03 participation in a riot or civil insurrection;

29.02.03.04 war, whether declared or undeclared;

29.02.03.05 working for gain other than under an approved rehabilitation program;

29.02.03.06 active duty with any armed force;

29.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a rehabilitative program approved by the City;

29.02.03.08 reasons other than personal illness or injury;

29.02.03.09 an occupational illness or injury;

29.02.03.10 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

29.02.03.11 injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.

29.02.04 No Income Protection 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.

29.02.05 Unless otherwise awarded by a grievance arbitration board, no Income Protection 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.

### 29.03 Validation of Claims

29.03.01 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

29.03.01.01 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.

29.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan or the Supplementation of Compensation Plan shall ensure 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.

29.03.03 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:

29.03.03.01 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;

29.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;

29.03.03.04 such other processes as may be necessary to validate the claims.

#### 29.03.04 Return to Work Clearance

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.

#### 29.03.05 Accuracy and Validity of Claims

29.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

### \* 29.04 Benefit Entitlement During Full-Time Employment With the Union

Employees who have 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 City Plans, and the Union shall be responsible for making the City contributions to the City 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.

\* **29.05 Benefit Entitlement During Layoff**

Employees who are laid off from the civic service shall cease to be members of any City benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

\* **30 ADMINISTRATION OF PLANS**

30.01 In the event that a City 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.

**30.02 Benefits Administration – Hour Equivalents**

The parties agree that although City Plan 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.

\* **31 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 30 calendar days prior to the implementation of any change to the amount of the payroll deduction.

**32 Pensions**

Eligible employees shall be members of applicable pension plans in accordance with the provisions of said plans.

\*\* **33 Retiree Participation in the IBEW Supplementary Health Care and Dental Plans**

An employee who retires prior to age 65 may personally contract to continue participation in the IBEW Supplementary Health Care and Dental Plans by paying the total premiums (employer and employee share) on a monthly basis.



SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS LOCAL UNION 1007

CITY OF EDMONTON

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant Business Manager

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Witnessed by

- **BLANK** -

# LETTERS OF UNDERSTANDING and ADDENDA



**THE CITY OF EDMONTON**

**A Municipal Corporation**

(hereinafter referred to as the "City")

- and -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION 1007**

(hereinafter called the "Union")

The attachments to the 2011-2013 collective agreement are individual documents

**LETTERS OF UNDERSTANDING**

**ADDENDA**

Addendum 1 Compressed (Flexible) Hours of Work Arrangements

\* Addendum 2 Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement

**LETTERS OF UNDERSTANDING**

There are no Letters of Understanding at the conclusion of the 2011 round of negotiations.

## ADDENDA

between

**THE CITY OF EDMONTON**

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 1007**

(hereinafter called "Union")

of the Second Part

## ADDENDA

### Addendum #1

#### \* Addendum 1 - Compressed (Flexible) Hours of Work Arrangements

##### I. Establishing Compressed (Flexible) Hours of Work Arrangements and General Conditions

1. The following General Conditions apply to all Models outlined below, unless specifically amended in a particular model.
  - a) Hours of Work: Employees engaged in the compressed (flexible) hours of work week shall work a combination between 8 to 10 hour shifts, plus 1/2 hour unpaid lunch break, as set out in the shift schedule. The hours of work for such employees shall average 40 hours per week and/or 80 hours per pay period over the length of the schedule.
  - b) When the parties agree to establish compressed (flexible) hours of work arrangements, they shall do so in accordance with this Addendum. Unless otherwise specified in these compressed hours of work arrangements, clauses contained in the Main Agreement shall continue to apply.
  - c) Compressed (flexible) hours of work proposals may be initiated by either the City or the employees. The schedules will be voted on by the employees in the affected work group and must achieve a 75% majority. The City will ultimately determine whether or not the proposal will be implemented based on operational requirements.

- d) When a compressed (flexible) hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit, schedule and employee participating:
  - ♦ The Union;
  - ♦ The City's Labour Relations Consultant; and
  - ♦ The City of Edmonton or the Police Service's Supervisor of Payroll
- e) Postings shall contain a statement to denote those positions that are subject to compressed (flexible) hours of work.
- f) Whenever possible, the City will endeavour to accommodate employees who, (for reasons acceptable to the City, request not to participate in the compressed (flexible) hours of work schedule.

## 2. Fringe Benefits

- a) *For salaried/exception based employees:* A day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to 8 hours at the employee's regular rate of pay.
  - *Statutory Holiday Make-up Time:* All employees who are approved to be on a Compressed (Flexible) Hours of Work schedule work 10 scheduled shifts in the first full pay period of each year. Working 10 shifts in the first complete pay period in each year makes up the time these employees gain by taking an Earned Day Off in a pay period with a Statutory Holiday.  
  
EXAMPLE: If approved to work Compressed Hours as per "Model B1" described below, the employee would work 10, 9- hour shifts in the first complete pay period of each year.
- b) *For hourly employees:* When the statutory holiday falls on a work day, a day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent of the compressed (flexible) work day hours. When the statutory holiday falls on an off- day and a lieu day cannot be provided, the employee shall receive 8 hours pay.
- c) *Vacation and Disability Leave:* Usage shall be administered on an hourly basis in conjunction with the schedule.

## 3. Overtime Work

Where an employee works hours which exceed the employee's scheduled daily hours of work, or an average of 40 hours per week over one complete shift cycle, the employee shall be paid such excess hours in accordance with the overtime premium of twice their regular rate of pay for each additional hour worked.

- 4. Earned Day Off (EDO) Arrangements (eg. Work (8) 9- hour shifts and (1) 8- hour shift each pay period)
  - a) The EDO shall be scheduled in conjunction with regularly scheduled off- days except as otherwise necessitated due to operational requirements such as workload, training requirements, and vacation scheduling. Where a change of EDO is required, the City shall have the ability to reschedule such EDO provided 48 hours notice is given to the employee concerned. Where 48 hours notice is provided, the employee shall receive an alternate EDO prior to the end of the next pay period. Before assigning an alternate EDO, the City shall attempt to obtain mutual agreement with the employee as to when the EDO will be taken.

- Where 48 hours notice is not provided, or where it is not possible to reschedule the EDO, the employee shall receive twice their regular rate of pay for those hours worked on the day originally scheduled as an EDO.
  - b) Employees may request to work an EDO to bank it for future use. The request to work an EDO for the purpose of banking it will be subject to approval by the employee's management supervisor. No more than 3 EDOs may be banked at any time. The employee may request to use a banked EDO with management approval at a mutually agreed to time. Such requests will be subject to operational requirements, and will not be unreasonably denied.
  - c) EDOs will be scheduled by the City and such schedules will be reviewed by the affected employees prior to the commencement of each new schedule or each payroll year.

#### 5. Temporary Change of Duty

The necessity for coverage regarding foreman / supervisory positions, on days where the permanent incumbent is away from work on his Earned Day Off, shall be determined by the City / Edmonton Police Service. Not every Earned Day Off absence will result in the need for an acting / relieving assignment.

#### 6. Medical / Dental Appointments

Further to the provisions for medical/dental appointments in Part II-*Health and Benefits Plan* of this Agreement, while engaged in a Compressed (Flexible) Hours of Work arrangement employees are expected to arrange non- emergent medical and/or dental appointments on their off- days.

Where compelled to schedule an appointment on a work day, employees are expected, wherever possible, to schedule appointments at the start or end of a shift to minimize disruption to the operation.

#### 7. Reversion from Compressed Hours of Work

Where compressed (flexible) hours of work are established in accordance with this Addendum, either of the parties may decide at any time to revert from the compressed (flexible) hours of work schedule by providing a minimum of 30 calendar days notice in writing to the other party. However, the parties agree that in the event either party decides to revert from the Compressed (Flexible) Hours of Work arrangement they will meet to discuss the reasons prior to the reversion.

The parties agree to waive all penalty and premium provisions of the Collective Agreement that may be applicable as a result of the discontinuance of a Compressed (Flexible) Hours of Work arrangement. Therefore, no employee will be entitled to overtime and/or premium payments due to the transition from a Compressed (Flexible) Hours of Work arrangement to an 8 hour per shift schedule.

#### II. Specific Models for IBEW Compressed (Flexible) Hours of Work Arrangements

Where compressed (flexible) hours of work are established in accordance with this Addendum, one of the following approved models shall be implemented. An alternate model may be considered, but will require prior consultation and agreement with the Union.

Clauses referred to by title in this Addendum which have a parallel clause in the Main Agreement, shall supersede those clauses of the Main Agreement.

*MODEL B1: 10-shift model comprised of (8) 9- hour shifts, one 8- hour shift, plus one Earned Day Off each pay period*

1) Hours of Work

Employees engaged in this Compressed (Flexible) Hours of Work Arrangement shall work:

- 8 shifts of 9 hours per day including adequate time for lunch;
- one shift of 8 hours per day including adequate time for lunch; with
- one day off in each pay period.

*MODEL B2: 10-shift model comprised of (9) 8.9 hour shifts plus one Earned Day Off each pay period*

1) Hours of Work

Employees engaged in this Compressed (Flexible) Hours of Work Arrangement shall work:

- nine shifts of 8 hours 54 minutes (8.9) hours per day including adequate time for lunch; with
- one day off in each pay period.

- 2) This compressed (flexible) hours of work arrangement is premised on the employee working 54 minutes more each day over 9 shifts to earn a day off in each pay period. In a pay period where a statutory holiday falls, employees receive the day off with pay, creating a shortage of time worked equal to 54 minutes times 12 statutory holidays = 10.8 hours. For this reason, employees participating in this type of compressed (flexible) hours of work arrangement are not eligible for an Earned Day Off in the first full pay period of each year.

*MODEL B3: 8- shift model comprised of (4) 10 hour shifts per week – 80 hours per pay period*

1) Hours of Work

Employees engaged in this Compressed (Flexible) Hours of Work Arrangement shall work:

- 4 shifts of 10 hours per; with
- consecutive days off wherever possible.

*MODEL B4: 15 Earned Days Off per Year Program*

1) Hours of Work

Employees engaged in this Compressed (Flexible) Hours of Work Arrangement shall work:

- 8 hours 31 minutes per day in order to receive
- 15 Earned Days Off without pay in a payroll year, to be scheduled in pay periods where no statutory holiday occurs.

*Calculation: 31 minutes divided by 60 minutes = 0.516 times 9 days times 26 pay periods = 120.74 hrs divided by 8.0 hrs = 15.0 days*

New employees hired into the eligible classes listed above shall commence participation in the first full pay period after the employee's entry date into the City.

The number of Earned Days Off shall be calculated as follows:

*Calculation:* 0.516 hrs (31 min per day) *times* 9 days biweekly *times* number of complete pay periods remaining in the year of hire *divided by* 8.0 *rounded down* to the number of full days earned. Partial days will not be considered.

The hours of work for participating employees shall be any 8 hours 31 minutes, exclusive of unpaid lunch breaks, between 05:00 and 18:00 hours (5:00 a.m. and 6:00 p.m.). Changes in the hours of work shall not constitute a change of shift provided that such hours of work are consistent with the preceding provisions set forth herein, and provided not less than 12 hours notice is given to the employee.

## 2) Scheduling and Rescheduling EDOs

EDO days shall be scheduled in conjunction with regularly scheduled off- days except as otherwise necessitated due to operational requirements such as workload, training requirements, and vacation scheduling. Where a change of EDO is required the City shall have the ability to reschedule such EDO provided 24 hours notice is given to the employee concerned.

Where 24 hours notice is provided, the employee shall receive an alternate EDO prior to the end of the next pay period. Before assigning an alternate EDO, the City shall attempt to obtain mutual agreement with the employee as to when the EDO is to be taken. Where 24 hours notice is *not* provided, or where it is not possible to reschedule the EDO, the employee shall receive twice their regular rate of pay for those hours worked on the day originally scheduled as an EDO.

## 3) No Banking

Earned Days Off resulting under Model 4 may not be accumulated.

The Earned Days Off (EDO) Schedule for the year will be undertaken in a consultative process. Such schedules will be reviewed by the parties prior to the commencement of each payroll year. Where there is no consensus, the City shall develop the EDO Schedule for the year.

## 4) Temporary Change of Duty

The City's interest in approving EDO programs is based on no additional costs being incurred. Therefore, the provisions of this Addendum shall not apply to supervisory responsibility coverage on EDOs.

## 5) Pay Provisions

Employees participating in this EDO arrangement shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will average 80 hours bi-weekly over the payroll year.

## 6) Statutory Holidays

A day's pay for a statutory holiday, or a day off with pay in lieu of a statutory holiday, shall be equal to the monetary or time equivalent of 8.5 hours of work.

## Addendum #2

### Addendum 2 - 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 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 letter of understanding.

#### 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 letter 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 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 to hear the grievance.
- \* 4.2 The members of the expedited arbitration roster shall be reviewed periodically by the Duty to Accommodate Joint Committee.
- 4.3 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:
- 4.3.1 Ensure the issues in dispute are defined;
- 4.3.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;
- 4.3.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
- 4.3.4 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;
- 4.3.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;
- 4.3.6 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 manner that accords with the Framework Agreement;

- 4.3.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
- 4.4 Every attempt will be made to hold the meeting referred to in clause 4.3 within 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 10 working days will not constitute loss of jurisdiction.
- 4.5 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–*Stage Three-Arbitration* (points 4 through 17) of the main agreement, 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.

## 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 agreed list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.
- \* 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 Addendum, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this Addendum.
- 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 Addendum 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 Addendum 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 Addendum until the decision of the roster member is received.