

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL 70**

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**JANUARY 1, 2019 - DECEMBER 31, 2022**

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This agreement made on the 10 day of December A.D. 2018.

BETWEEN The CITY OF LETHBRIDGE,  
hereinafter referred to as the "Employer"  
Party of the First Part,

-and-

The CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #70 (MUNICIPAL WORKERS)  
Lethbridge, hereinafter referred to as the "Union"  
Party of the Second Part.

## 1.00 SPIRIT OF AGREEMENT

The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity, and further recognize that successful employer-employee relations must be mutually advantageous, fair and just, and not more favourable to one than the other.

## 2.00 TERM OF AGREEMENT

### 2.01 Mutual Agreement

The parties' undersigned hereto mutually agree to comply with and be governed by the conditions herein set out in this agreement.

### 2.02 Length of Agreement

This agreement shall come into force on January 1, 2019 and shall remain in force and effect to December 31, 2022 and remain in full force and effect until December 31<sup>st</sup> of any subsequent year, unless either party gives notice in writing on or before October 1, 2022 or prior to October 1<sup>st</sup> of any subsequent year.

### 2.03 Negotiations

Either party wishing to amend this Agreement must give notice in writing of its intention not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of this Agreement. Any changes deemed necessary to this Agreement, may be made by mutual agreement at any time during the term of the Agreement.

### 2.04 Failure to Make a New Agreement

In the event that notice to amend the Collective Agreement has been given and a renewal agreement is not reached prior to the current expiry date, all the terms and conditions of this Collective Agreement in accordance with the Alberta Labour Relations Code will remain in full force and effect until such time as a renewal agreement is agreed upon or a strike or lockout occurs.

## 3.00 STRIKES AND LOCKOUTS

It is mutually agreed that while negotiations for a further agreement are in progress, there shall be no strikes, stoppages or slow-downs in work on the part of the employees covered by this agreement nor any lockouts of employees on the part of the Employer against said employees, as per Alberta Labour Relations Code.

4.00 **RETROACTIVITY**

4.01 **Effective Date**

All monetary changes in the new agreement shall be adjusted retroactively to the first day of the first pay period after the effective date of the new agreement unless otherwise agreed.

4.02 **Retroactive Pay for Terminated Employees**

1. 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. It is the employee's responsibility to inform the Employer of their whereabouts.

2. Past employees, who were retired from the service between the expiration date of the previous agreement and the date of the signing of this agreement shall automatically receive the retroactivity provided in 4.02(1).

5.00 **NO DISCRIMINATION**

5.01 **Trade Union Activity**

The employer agrees there shall be no discrimination, interference, restriction, or coercion, exercised or practiced, against any employee because of their connection with trade union organizations or activities.

5.02 **General Conditions**

(a) The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee.

(b) Paragraph (a) does not apply with respect to discrimination based on a bona fide occupational requirement. The onus of proof for discrimination based on a bona fide occupational requirement shall be with the Employer.

5.03 **Equal Pay for Equal Work**

The Employer shall not employ an employee for any work at a rate of pay less than the rate of pay at which another employee is paid for similar or substantially similar work.

5.04 **Harassment**

All Employees covered by this Agreement have a right to freedom from harassment in the workplace. The parties agree to jointly educate both employees and managers to prevent workplace harassment.

(a) **Sexual Harassment**

Definition: Unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature constitutes sexual harassment, when:

- subsection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,
- subsection to or rejection of such conduct by an individual demonstrably affects that individual's employment.

(b) Personal Harassment

Definition: Personal Harassment shall be defined as:

Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.

6.00 UNION RECOGNITION

6.01 Sole Bargaining Agent

The Employer recognizes the Union, Local #70 C.U.P.E., as the sole bargaining agent for the employees covered by this agreement, and agrees not to bargain collectively with any other labour organization.

6.02 No Other Agreements

No employee covered by this agreement shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this agreement, except as specifically provided for in this agreement.

6.03 Voluntary Severance

The Employer reserves the right to offer voluntary severance incentive packages to employees in order to facilitate business change. The Union will be notified if the Employer chooses to exercise this right.

6.04 Union Dues Check-Off

The Employer agrees to check off Union dues under the Rand formula. It is understood that fines and assessments are not included in this arrangement.

6.05 Meeting with Steward

The Steward and all new employees will be allowed up to ten (10) minutes for the purpose of orientation. The Employer agrees to inform the new employees that a Union Agreement and dues check-off are in effect. The Union will provide copies of the Agreement, which will include a membership application and a list of Union Executive.

6.06 Recreation Operator on Duty

While any arena is in use for Sport or Recreation and the refrigeration plant is operating, the Employer agrees to have a Recreation Operator on duty.

When an arena is in use, but ice is not present, nor the refrigeration plant operating, the Employer may staff the arena with a Caretaker.

- 6.07 Non-Union Supervisors Performing Bargaining Unit Work  
Non-Union supervisory personnel shall not be permitted to perform the work that is normally performed by members of the Bargaining Unit except in the following instances:
- 1) Emergencies when no other employees are available.
  - 2) When starting and testing new equipment.
  - 3) For instructional purposes.
- 6.08 Scope Clause  
This Agreement covers all employees who occupy classifications appearing in the Schedule of Wages (Appendix "A") attached, and new positions falling within the Union's jurisdiction.
- 6.09 Local #70 Administrative Leave  
Any Executive Member, to a maximum of two (2) officers, will be allowed leave of absence one (1) day a week, or as required. Wherever possible, the Union Executive Member will give the Employer sufficient notice to allow the Employer to meet operational needs. The Union will pay the salary and Employer/Employee benefit costs for the days of absence.
- 6.10 Leave Full Time Union Positions  
An employee who is elected or selected for a full time position with the union or anybody with which the union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave may be renewed each year, on request by the Union, during the term of office. The Union agrees to reimburse the Employer for wages and benefits.
- 6.11 Personnel Record Access  
Subject to exceptions under Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"), employees shall have the right to review their personnel file held by the Human Resources Department, provided that they make an appointment in advance with the Human Resources Department. The employee may have a Union Steward present at the time of said review. The employee has the right to make copies of any document in the employee's file. The employer shall not remove or alter any document except in accordance with FOIP.
- 6.12 Time Off For Meetings  
When an employee and/or Union Representative attends a meeting with the Employer dealing with Union business, the employee and/or Union Representative shall suffer no loss in pay or benefits. The employee and/or Union Representative must advise their immediate Supervisor that they have been called to attend a meeting.
- 6.13 Union Bargaining Committee  
A maximum of five (5) employees shall receive pay during Union negotiations, if such meetings are held during working hours. Said meetings to be called by the City Manager or a representative of the City Manager.

- 6.14 Proofreading of the Agreement  
One (1) member of Management and one (1) member of the Union Negotiation Committee will be assigned to proofread the agreement without loss of pay.
- 6.15 Assistance of C.U.P.E. National  
The Union or its members shall have the right to use or have the assistance of C.U.P.E. National.
- 6.16 Appointments of Union Officers  
The Union shall list current appointments of Union Officers, Business Agents, and Stewards with the Human Resources Department.
- 6.17 Access To Information  
Upon written request by the Union, the Employer will make available any public information in accordance with the provisions of the Freedom of Information and Protection of Privacy Act.

## 7.00 MANAGEMENT'S RIGHTS

Management reserves all the rights not specifically restricted by this agreement.

## 8.00 DEFINITIONS

In this agreement:

- 8.01 Employer  
"Employer" means the City of Lethbridge
- 8.02 Employee  
"Employee" means a person employed by the City of Lethbridge who is subject to this agreement.
- 8.03 Permanent Full-Time Employee  
"Permanent Full-Time Employee" is an employee who has been awarded a posted permanent position and has completed probationary requirements.
- 8.04 Permanent Part-Time Employees  
A "permanent part-time employee" shall be defined as one who has been selected or appointed to an established permanent part-time position and has completed the probationary requirements.

The definition "permanent part-time position" shall mean:

- (a) a single position encompassing a specific set of duties to be filled by a permanent part-time employee
- (b) a position posted and designated by the City as permanent part-time
- (c) a position which is assigned working hours that are less than the regular full-time working hours specified in Article 8.03

- (d) a position which works a regularly scheduled shift that is a minimum of 37.5 hours (inside employee) or 40 hours (outside employee) bi-weekly and does not exceed 60 hours (inside employee) or 64 hours (outside employee) bi-weekly
- (e) a position in which the annual vacation and stat entitlement will be pro-rated on the basis of hours (as specified in the posting) as well as service commencement date
- (f) a position with benefits as follows:

Pension: Pension contributions and pensionable service will be based on standard weekly hours as indicated on the job posting.

Life Insurance: Mandatory 1X or Optional 2X annual salary based on standard weekly hours as indicated on the job posting.

AD&D: Mandatory Flat 1,000.

Disability: (STD/LTD) based on standard weekly hours as indicated on the job posting X regular salary for employee/employer contribution into the plan (disability benefit paid for # of standard weekly hours, as indicated on the job posting, not at work due to non-occupational illness/injury).

Blue Cross: as per Article 30.01 – Flexible Benefit Plan.

Overtime will only apply if an Employee works more than seventy-five (75) hours (inside) and eighty (80) hours (outside), bi-weekly.

8.05 Non-Permanent Employee

A "Non-Permanent Employee" is an employee who has completed probation and has maintained seniority as per Clause 13.02.

a) Part-time - an employee who has been awarded a part-time position or who has worked 12 consecutive months and whose regular workweek is less than the weekly hours as specified in Clause 10.01 and 10.02.

b) Seasonal or Relief - an employee who has been awarded a seasonal or relief position or recalled as specified in Article 15.00.

8.06 Probation Period

All newly hired employees shall be on probation for a period of six (6) months (e.g. 975 hours relating to a 37.5-hour workweek; 1,040 hours relating to a 40-hour workweek). At the end of three (3) months continuous or accumulative employment, the employee will be advised of any deficiencies in their performance and abilities.

Should the Employer wish to extend an employee's probationary period, reasons for the extension must be provided and the agreement of the Union and the affected employee obtained. The extension of the probationary period shall not exceed three (3) continuous or accumulative months.

Any absences from duty in excess of ten (10) consecutive days will be added to the above probationary period.

Upon completion of the probationary period, an employee's seniority shall date from the original date of employment.

8.07 Trial Period

Any employee awarded a posted position shall be in a trial period for six (6) consecutive and/or accumulative months and upon its completion shall be declared permanent in the position. At the end of three (3) months continuous or accumulative employment, the employee will be advised of any deficiencies in their performance and abilities. If the employee proves unsatisfactory during the trial period, or is not satisfied with the position, the employee will revert to the employee's former position and wage without loss of seniority. Any other employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

8.08 Seniority

Seniority is defined as the length of service in the Bargaining Unit as outlined in the Scope Clause (Clause 6.08) and shall include service with the Employer prior to certification or recognition of the Union.

8.09 Definition of a Lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

8.10 Term Relief Posting

A posting where an employee is relieving another permanent employee who is absent because of an approved leave of absence, parental leave, short/long term sickness or accident, or relieving another permanent employee who holds a term relief posting. It is understood that term relief postings will not contribute toward a permanent vacancy as stated in Clause 13.03(b).

8.11 Term Posting

A posting where work is required for a limited period of time. A term posting shall not exceed two (2) years unless mutually agreed by both parties. It is understood that term positions of a special or project nature approved by the Union will not contribute toward a permanent vacancy as stated in Clause 13.03(b).

8.12 Seasonal Posting

A posting where work is required for a specified season (i.e. summer or winter).

## 9.00 GRIEVANCE PROCEDURES

### 9.01 Definition of a Grievance

Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this agreement.

### 9.02 Informal Discussion

The employee or employees concerned, with or without the Union, may seek to settle the dispute through discussion with their immediate Supervisor and/or the applicable HR Consultant.

### 9.03 Presence of Steward

Grievances between the Employer and an employee or the Union shall be heard in the presence of the Steward or authorized Union Representative.

### 9.04 Meetings Without Loss of Pay

When an employee and/or Union Representative, to a maximum of two (2) people, attend a grievance meeting with the Employer, the time in attendance at the meeting will be without loss of pay. Preparation time and time spent in pre-grievance meetings (to prevent a grievance) will also be allowed without loss of pay. The total length of preparation time and pre-grievance meeting time will be determined by mutual agreement between the Employer and the Union.

### 9.05 Stewards Leaving the Work Site

A Steward shall not leave their place of work to discuss a grievance with the Employer or an employee during working hours without first notifying their immediate Supervisor. A Steward shall inform their immediate Supervisor with respect to which grievance will be discussed, where such discussions will take place and approximately how long the Steward will be away from the work site.

### 9.06 Recalls, Health and Safety, Dismissals, Lay-offs

In the case of recalls, health and safety, dismissals and layoffs, the grievance shall be initiated at Step 2 of the Grievance Procedure (Director Level).

### 9.07 Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

### 9.08 Settling of Grievances

THE UNION SHALL HAVE CARRIAGE OF GRIEVANCES WHICH SHALL BE PROCESSED IN THE FOLLOWING MANNER:

Step 1 - The grievance shall be filed with the applicable Business Unit Manager by the Union with a copy to the applicable HR Consultant, within ten (10) working days of the disputed act. The Business Unit Manager shall review the grievance with the union and will render a decision in writing to the Union, within ten working days of receipt of the grievance. A copy of the reply will be sent to the Grievor and applicable HR Consultant.

Step 2 - If the grievance is not settled at Step 1 the grievance may, within ten (10) working days after receiving the decision, be filed by the Union with the Director. The Director or designate shall review the grievance with the Union and the

applicable Business Unit Manager and submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, applicable HR Consultant, and Business Unit Manager.

Step 3 - If the grievance is not resolved in Step 2, the grievance may within ten (10) working days after receiving the decision, be filed by the Union with the City Manager or designate.

The City Manager shall review the grievance with the Union and Director. The City Manager or designate shall submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, applicable HR Consultant, Business Unit Manager and Director.

Step 4 - If the grievance is not settled in Step 3, either party may proceed within thirty (30) working days, to submit the grievance to a Board of Arbitration to be established in accordance with Clause 9.09.

9.09 Arbitration Procedure

(1) The Employer and the Union shall each appoint one (1) nominee to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they shall request the Minister of Labour for the Province of Alberta to select a Chairperson.

(2) Grievances shall receive fair and just consideration.

(3) The Board's decision shall be final and binding on both parties and shall be handed down as expediently as possible.

9.10 Expenses of the Board

Each party shall pay:

(1) The fees and expenses of its Nominee to the Board.

(2) One-half (1/2) of the fees and expenses of the Chairperson.

9.11 Single Arbitrator

The parties shall:

(a) Mutually agree to a single Arbitrator to hear the grievance. The use of a single Arbitrator must be agreeable to both parties.

(b) Pay one-half (1/2) of the fees and other related expenses of the Single Arbitrator.

(c) Failure to agree shall result in appointment of an Arbitrator by the Minister of Labour.

9.12 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties, verbally and confirmed in writing.

9.13 General or Policy Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, the Union shall first seek to settle the dispute with the Human Resources Manager. If the Union is unable to resolve the dispute with the Human

Resources Manager, a grievance may be filed with the City Manager within thirty (30) working days of the disputed act. Only Grievances submitted by the President, Vice-President or Chief Steward shall be considered.

## 10.00 WORKING CONDITIONS

### 10.01 Work Schedule - Outside Employees

(a) The regular working hours for outside employees shall be eight (8) hours per day, forty (40) hours per week and shall be between 6:00 a.m. and 7:00 p.m.

(b) Alternative work schedules are acceptable if mutually agreed between the Union and the Employer.

(c) If an employee's starting time is changed, the Employer may return the employee to their original starting time. No further change to the employee's start time may occur for the remainder of the calendar week. At the option of the Employer, an employee may be paid overtime and be required to further change their start time.

### (d) ENMAX Centre and Recreation Facilities Staff Posted Schedules

The starting times on ENMAX Centre and Recreation Facilities Staff posted schedules may vary by up to two (2) hours within the calendar week.

### 10.02 Work Schedule - Inside Employees

(a) The regular working hours for inside employees shall be seven and one-half (7 1/2) hours per day, thirty seven and one half (37 1/2) hours per week and shall be between 6:00 a.m. and 6:00 p.m.

(b) Alternative work schedules are acceptable if mutually agreed between the Union and the Employer.

(c) If an employee's starting time is changed, the Employer may return the employee to their original starting time. No further change to the employee's start time may occur for the remainder of the calendar week. At the option of the Employer, an employee may be paid overtime and required to further change their start time.

### 10.03 Compensation for Non-Regular Working Hours

(a) Employees scheduled to work outside regular working hours shall have their hourly rate of pay for those hours incremented by \$1.75 per hour.

(b) A shift differential shall not be paid for any hours of work, which are paid on an overtime basis.

(c) A shift differential may not be paid for any hours of work on an employee initiated alternate work schedule.

### 10.04 Equal Number of Weekends Off

Permanent employees within the same work group required to work on weekends shall be given two (2) other consecutive days off per week. The days off shall be rotated to provide that employees get Saturdays and Sundays off on an equitable basis whenever possible.

- 10.05 Rotary Leave Schedule  
For the purpose of equalization of bi-weekly pay, the working hours shall be an average of eight (8) hours per day and an average of forty (40) hours per week of those employees working on the Progressive Rotary Leave Schedule.
- 10.06 Rest Breaks  
All employees shall be permitted one (1) fifteen (15) minute paid rest break in each half of their shift.
- 10.07 Extension of Split Shifts  
Where there are split shifts, there shall not be less than two (2) hours break and no shift shall extend for more than ten (10) hours.
- 10.08 Inside Employees working Eight (8) Hours  
The working hours of employees working in the Purchasing, Electric Department and Infrastructure Services Department may be eight (8) hours per day, five (5) days per week, Monday through Friday.
- 10.09 Field Service Work  
The amount of field service work for the Mechanics and Welders will be kept to a minimum.

## 11.00 OVERTIME

- 11.01 Voluntary Provision  
No employee shall be required to work overtime against the employee's wishes. The Employer shall keep overtime to a minimum.
- 11.02 Overtime Pay  
Double time shall be paid for all overtime when requested by the Employer. Work performed before and after the normal working hours, as covered by this agreement, without prior notice shall be considered overtime.
- 11.03 Distribution of Overtime  
The Employer agrees to distribute such overtime as evenly as practical among the members of the Department concerned.
- 11.04 Emergency Calls  
Double time (2X) shall be paid for emergency calls and not less than two (2) hours at double time (2X) for any one (1) call out. Within the two (2) hours, thirty (30) minutes is provided for reporting to work.
- 11.05 Making up Lost Time  
An employee upon approval, may elect, but will not be directed to make up lost time from the employee's regularly scheduled workweek at straight time.

- 11.06 Pay for Working on Regularly Scheduled Days Off  
In the event of an employee being called to work on their day or days off, they shall be paid at twice (2X) the hourly rate for each hour worked.
- 11.07 Time Off in Lieu of Overtime  
No employee shall be required to take time off in lieu of overtime except where otherwise specified in the Agreement.
- 11.08 Overtime Pay at Employee's Classification  
All overtime will be paid at the employee's classification unless the job is classified higher.
- 11.09 Overtime Banking  
The purpose of overtime banking is to replace leisure time given up to work overtime, and will include standby and call-outs on General Holidays. Employees shall have the option of two hours double time (2X) pay, subject to the following:
- a) The employee must designate at the time of work, the choice of cash payout or banked time.
  - b) In a calendar year, an employee may bank their overtime pay. This is known as banked pay. If an employee elects to bank their overtime pay there will be no restrictions on the amount of overtime money that can be banked throughout the pay year.
    - i) For the purposes of using banked overtime pay as paid time off, the maximum amount of leave time allowed per calendar year will be the equivalent of one (1) bi weekly pay period.
    - ii) For the purposes of withdrawing pay only, there will be no limits on the amount of overtime pay that can be banked and requested as a monetary payouts during the calendar year. Banked overtime pay for either of these purposes cannot be carried forward to another calendar year.
  - c) Employees must submit a written request for banked time off, a minimum of five (5) days prior to the date of taking the time off. Such time off must be mutually agreeable between the employee and the Business Unit Manager.
  - d) Banked overtime shall be credited in terms of hours and dollars at the rate of pay in effect at the time of earning, and when subsequently taken as time off, the payment for the hours shall be determined by dividing the hours into the dollars banked.
  - e) For permanent employees, the balance of the overtime bank account as of the last day of the calendar year shall be paid out. For non-permanent employees, the balance of the overtime bank account shall be paid out at the point of lay off. If it is known that a non-permanent employee will be working in the last pay cut-off of the calendar year, the balance will be paid out as of the last day of the calendar year.
  - f) Overtime worked in emergency situations where cost recovery is possible, may not be banked.

## 12.00 STANDBY

### 12.01 Standby Assignments

Will be as follows:

#### Water and Waste Water Operations

Monday to Monday, including General Holidays  
(4:30 p.m. Monday - 8:00 a.m. the following Monday)

#### Facility Services

Monday to Monday, including General Holidays  
(4:30 p.m. Monday - 8:00 a.m. the following Monday)

#### Transportation Operations

Saturday, Sunday and General Holidays  
(Friday 11:00 p.m. - Sunday 11:00 p.m.)

### 12.02 Flat Rate for Standby Assignments

The flat rate will be based on two (2) hours double (2X) time at the standby rate of pay for each weekday, Monday to Friday. The standby rate of pay will be based on three (3) hours double (2X) time at the standby rate of pay for each weekend day (Saturday and Sunday), and each General Holiday that falls within that weekly assignment.

### 12.03 Emergency Call-Out for Standby Assignments

A call-out rate will be at the standby rate at overtime pay double (2X) time for each and all emergency call-outs.

When the employee's master classification rate is higher than the standby rate, the employee will receive their master classification rate at double time for the emergency call-out.

### 12.04 Eligibility for Standby Assignments

All employees, in each Department referenced in Clause 12.01 will be eligible for the standby assignment after passing a qualifying exam.

### 12.05 Procedure for Calls

It is further understood that when a person has been called out, it shall be the employee's obligation to contact the Telephone Answering Service to respond to any additional calls that may have been received while the employee was called out.

If a call(s) was received by a Telephone Answering Service the employee is expected to respond to that call(s) as part of the original call-out.

If no call(s) has been received by a Telephone Answering Service and an employee returns to their residence, subsequent call-outs will be considered another call-out.

- 12.06 Referral Calls  
Trouble calls that can be satisfied through the standby employee making a referral call to another City agency shall not be considered call-outs. These are deemed paid for by the flat rate standby payment.
- 12.07 Pre-established Schedule  
Availability for standby will be on a voluntary basis, but scheduled on a pre-established schedule.

### 13.00 SENIORITY AND PROMOTIONS

#### 13.01 Seniority Lists

(a) The Employer shall maintain two seniority lists (permanent/non-permanent) showing employees' seniority. Seniority lists will be sent to the Union and posted by March 31<sup>st</sup> each year (calculated up to the first payroll cut-off in March).

(b) Seniority accumulation shall be based on calendar day tenure for permanent employees or hours worked (including banked vacation time taken) for non-permanent employees. When a non-permanent employee becomes a permanent employee, that employee will retain all accumulated seniority on the new list.

(c) These lists will be used to determine seniority until new lists are posted the following year. Permanent seniority shall take precedence over non-permanent seniority. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

(d) Where the qualifications and abilities of two or more non-permanent candidates for a permanent position are deemed to be equal (such that seniority will govern the job selection under Clause 13.03), the Human Resources Department will calculate the seniority for these non-permanent employees up to the most recent payroll cut-off prior to the closing date of the job posting.

#### 13.02 Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, regular seasonal lay-off, parental leave, union leave or union related leave of absence approved by the Employer. Seniority shall continue to accrue during the aforementioned periods, except during the periods of lay-off and non-employment related leaves of absence.

An employee shall lose seniority and be considered terminated if:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee notifies the Employer of their voluntary resignation.
- (c) The employee has not attended the spring seasonal selection meeting nor selected a seasonal position.
- (d) An employee is laid-off in excess of two (2) years.

(e) A request for early lay-off is denied and the employee chooses to terminate their employment. Reasons will be provided for requests which are denied.

13.03 Vacancies

a) When a permanent vacancy occurs, the vacancy shall be posted. Selections shall be made from the staff of the bargaining unit, provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are equal, seniority shall govern.

b) A permanent vacancy will be posted when an employee has worked in the same position and same department for two (2) consecutive years (4160 hours for outside employees; 3900 hours for inside employees; includes banked vacation time taken).

13.04 Term/Relief Postings

(a) An employee who is selected for a term/relief posting shall be required to complete that term before commencing in another term/relief posting unless there is mutual agreement between the parties to the contrary.

(b) Once an employee has completed a term/relief posting, the employee will revert to the employee's former position and wage or be provided with an alternative position at not less than the same wage as the employee's former position.

(c) If an employee competes for a Non CUPE Local 70 term position within the City of Lethbridge and is successful, seniority accumulated up to the date of leaving the bargaining unit shall be retained for the duration of the term position but the employee will not accumulate any further seniority. The employee shall have the right to return to their former permanent position in the bargaining unit at the end of the term position. Union dues deductions shall continue for the duration of the term position.

Any other employee promoted or transferred because of this situation shall also be returned to their former position, or wage, without loss of seniority.

13.05 Job Postings

Notices of job vacancies giving classifications and rates of pay shall be posted for seven (7) calendar days and a copy sent to the Union. After the appointment is made, the Secretary of the Union shall be notified of the successful employee's name.

13.06 Employees Obtaining Non CUPE Local 70 Permanent Positions

If an employee competes for a Non CUPE Local 70 permanent position within the City of Lethbridge and is successful, seniority accumulated up to the date of leaving the bargaining unit shall be retained for six (6) months or for the duration of the probation/trial period but the employee will not accumulate any further seniority. During this period the employee shall have the right to return to their former position in the bargaining unit and union dues deductions shall continue to be deducted.

Any other employee promoted or transferred because of this situation shall also be returned to their former position, or wage, without loss of seniority.

## 14.00 CHANGE OF WORK

### 14.01 Pay for Temporary Duties

When an employee is required to temporarily assume the duties of another employee, absent on ordinary leave, such as sickness and holidays, wherein such a position carries with it a lesser rate of pay, this employee's rate of pay will not be reduced providing the period does not exceed twenty-six (26) weeks. While assuming the duties of a higher rated position, an employee shall receive that rate of pay.

### 14.02 Pay for Working Different Classifications in One Day

An employee who works in a number of classifications in one (1) day, shall be paid the highest rate of pay to the next full hour or the employee's master classification, whichever is greater. To be eligible under this Clause, the employee must perform a substantial portion of the duties of the higher classification.

### 14.03 Assuming Non-Bargaining Unit Duties

Employees who are delegated by City Management to temporarily perform positions out of the bargaining unit shall receive twelve percent (12%) above the employee's own master classification rate.

In no case shall the bi-weekly wage exceed the salary of the Non-Union Supervisor being replaced.

The employee shall have the right to refuse such work assignment.

### 14.04 New and Major Repair Work

The Employer will endeavour to make available to the employees within the bargaining unit as much new and major repair work as possible.

### 14.05 Re-Assignment Into a Different Classification

(a) Management has three (3) days in which they can re-assign an employee into a different classification.

(b) Any re-assignment in excess of one (1) day has to take into consideration employee seniority.

(c) When the senior employee(s) is not re-assigned after one (1) day, the employee shall be paid the higher rate.

(d) Seniority on transfers or change of work will apply, if qualified.

## 15.00 LAY-OFFS AND RECALL

### 15.01 Role of Permanent Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, permanent employees shall be laid-off in the reverse order of their seniority.

15.02 Permanent Employee Lay-off

The Employer and the Union will work together to minimize disruption to the workforce. In the event the Employer is considering a reduction in the permanent work staff for any reason, the Employer shall advise the Union prior to any notification being given to employees.

Unless legislation is more favourable to the employee, permanent employees shall receive thirty (30) paid working days notice prior to the date of lay-off. A permanent employee who has been given lay-off notice shall within forty-eight (48) hours, choose one of the following options:

- (a) displace a less senior permanent or non-permanent employee in a classification with the same or lesser end rate of pay provided the employee has the qualifications to perform the work.
- (b) take a vacancy with the same or lesser end rate of pay, provided they have the qualifications to perform the work.
- (c) choose to accept layoff.

15.03 Outside Non-permanent Employees

- (a) For the purposes of this clause the following Section List will be used:

Parks Operations Services  
Transportation Services  
Water and Waste Water Services  
Waste & Recycling Services  
Fleet Services  
Facility Services  
Community Services  
Waste Water Treatment Plant

- (b) Process  
The Employer will make all seasonal work in the Sections noted in the Section List available to the non-permanent workforce. This will include the spring seasonal positions and winter seasonal positions.

- i) Spring Seasonal Positions  
Spring seasonal positions are classified as posted positions.

Posted Positions:

The postings will be available at the Human Resources office in March. An interview process (written and/or oral, depending on the nature of the position) may be used to select employees for posted positions. An employee, who is successful in obtaining a posted position and performs satisfactorily, has the right to the same position in subsequent seasons. Labourer positions are also considered to be posted positions.

- ii) Winter Seasonal Positions  
Winter seasonal positions will be posted for the Section for which they are required. This includes labourer positions. Preference will be given to employees within the Section. An interview process (written and/or oral,

depending on the nature of the position) may be used to select employees for posted positions. An employee, who is successful in obtaining a posted position and performs satisfactorily, has the right to the same position in subsequent seasons.

iii) The Employer may move employees between Sections in situations involving inclement weather, emergencies and short-term replacement relief.

(c) Spring Orientation

An orientation meeting will be held with non-permanent employees on their first day of work to confirm their work assignments, receive orientation on matters of safety and union affairs, sign-on to payroll and review any other related matters. At least one (1) and no more than two (2) Union Officers shall attend the orientation meeting without loss of pay.

(d) Seasonal Lay-Off

Once seasonal employees are placed in their seasonal work they cannot bump or be bumped while they remain in that seasonal work. When the seasonal work is completed, non-permanent employees will be subject to lay-off, or reassignment within the Section, according to seniority. If senior employees are given a lay-off notice, they will have the right to bump into a labour pool position within their own Section, which is occupied by a junior employee. Non-permanent employees shall give notice when they will be available for work, before they are laid-off.

Unless legislation is more favourable to the employee, the Employer shall notify seasonal employees five (5) working days prior to the effective date of the regular seasonal lay-off. Any seasonal employee who requests early lay-off may lose seniority as per clause 13.02. Seasonal employees must complete a request at the time of lay-off, in order to remain on the seniority list.

15.04 Casual Clerical Pool

Casual clerical pool employees may relieve in a position for annual vacation, sickness, parental leave, or temporary work requirements. Casual clerical pool employees will be paid at the Clerk II rate of pay unless they are in a posted position. All maternity leave relief positions shall be posted. Relief placements will be handled through the Human Resources Department.

Using the master non-permanent seniority list, employees will be called for employment as required according to seniority provided that they have the necessary qualifications and ability.

Casual clerical pool employees may accept or reject an assignment without loss of seniority. Once a Casual clerical pool employee accepts an assignment the employee shall be locked into that position for the entire relief period unless otherwise agreed. This does not have application in the case where the employee is applying for a posted position.

15.05 Inclement Weather

(a) Non-permanent employees whose work is affected by inclement weather shall be offered alternate work within the department, if available, in order of seniority. All non-permanent employees shall report for work each and every day regardless of weather conditions, and shall remain at work until management advises that work will be discontinued for the day. If an employee is participating in pre-scheduled training they will advise their supervisor and continue the training.

(b) Employees in posted term positions shall not be affected by inclement weather, excluding those positions posted as Labourer or 0 to 40 hour positions.

15.06 Current Address of Employee

It is the responsibility of the laid-off employee to update their Personal Information which includes their phone numbers, home and mailing address and emergency contacts by accessing the Employee Toolkit in the employee portal CITYWISE. There is no obligation upon the City to attempt to locate laid-off employees who cannot be contacted at the most recent address and telephone number provided.

16.00 **GENERAL HOLIDAYS**

For the purposes of this Article “normal pay for the day” shall mean an employee’s master rate of pay multiplied by their regular hours; 7.5 hours for inside employees and 8 hours for outside employees. Waste Water Treatment Plant employees and Sewer Rodder employees on an approved compressed work week schedule receive general entitlement in accordance with hours worked and do not have to make up hours.

16.01 Paid Holidays

The following shall be considered paid holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all general holidays proclaimed by the City of Lethbridge, the province of Alberta or the Dominion of Canada. No deduction in the wages or salaries of any employee shall be made on account of the above mentioned holidays occurring during regular work periods, provided the employee has worked the scheduled day immediately preceding or following the holiday, unless that scheduled day is covered under the Disability Clauses of this agreement.

16.02 Pay for Holidays on Employees' Days Off

If the General Holiday falls on an employee's day off, the employee shall be entitled to their normal pay for the day or be given a day in lieu of their normal pay for the day. If the employee chooses a day in lieu of normal pay for the day, that day will be taken at the mutual convenience of both parties.

- 16.03 Pay for Working Holidays  
If a general or declared holiday falls on an employee's regular working period and is worked, the employee shall be paid at two times (2X) the hourly rate of pay, as covered by this agreement, for each hour worked in addition to the employee's normal pay for the day.
- 16.04 Proclamation of New General Holidays  
If any Governmental Body, whose authority is binding in these matters, proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this section, in which case the proclaimed holiday only shall be recognized.
- 16.05 Holidays Celebrated on the Following Monday  
With respect to holidays which fall on Saturday or Sunday and are commonly celebrated on the Monday following (when such Monday is declared by the City as the day in lieu of the Holiday) the premium pay shall be paid with respect to the Monday and not with respect to the Saturday or Sunday. With respect to shift employees, premium pay shall be paid on the actual holiday and not on the Monday following.
- 16.06 Pay for Non-Permanent Employees  
(a) Non-Permanent employees who don't work on a general holiday and are eligible for general holiday pay must be paid at least their average daily wage as per Employment Standards, which indicates the average daily wage is calculated as 5% of the employee's wages, general holiday pay and vacation pay earned in the 4 weeks immediately preceding the general holiday.  
  
(b) If the employee works on the General Holiday, the employee will be paid two (2) times the regular rate of pay in addition to the payment provided in 16.06 (a).

## 17.00 ANNUAL VACATION

### 17.01 (a) Annual Vacation

All permanent employees, hired effective January 1, 2009 or thereafter, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An employee entering the service after the fifteenth (15<sup>th</sup>) of any month, will be considered for vacation entitlement purposes to have entered the following month.

In the first (1<sup>st</sup>) calendar year of an employee's service the Employee shall receive up to 15 days of vacation as determined by the month they started their employment.

MONTH ENTERING SERVICE

VACATION ENTITLEMENT

January	15 days
February	15 days
March	15 days
April	13 days
May	10 days
June	9 days
July	8 days
August	6 days
September	5 days
October	4 days
November	2 days
December	1 day

In the second (2<sup>nd</sup>) calendar year and each subsequent calendar year of service, the employee shall receive 15 days of vacation.

In the eighth (8<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive four (4) weeks of vacation.

In the seventeenth (17<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive five (5) weeks of vacation.

In the twenty-fifth (25<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive six (6) weeks of vacation.

Upon termination of employment, an employee will be paid out a pro-rated amount of vacation based on the number of calendar months worked prior to termination less any vacation time already taken in that year. Employees who have taken vacation leave in excess of the amount that would be paid out upon termination will have any excess reversed and the applicable amount will be deducted from any monies owing to the employee by the corporation.

17.01 (b) Length of Vacation

All permanent employees hired prior to January 1, 2009 and who have remained in continuous regular employment with the City, are subject to an accrual based vacation system, whereby they earn vacation in one year to be taken in the following year.

Upon termination of employment, an employee on this system is entitled to be paid out their outstanding accrued vacation time for the prior year plus a pro-rated amount of vacation earned in the current year up to and including the termination date.

17.02 Emergency Call-Back

It is agreed that any employee shall not be called back to work while on annual vacation except in case of extreme emergency.

17.03 Declared Holidays

General or declared holidays are not included in the vacation period.

17.04 Employer Requesting a Change

If the employer has cause to request an employee to change their holiday period, the employer must give the employee at least two (2) weeks' notice of such change, except in cases of extreme emergency.

17.05 Vacation Lists

Each department or section shall be required to post a vacation list where it can be seen by all employees in the department or section. A copy of these lists will be made available to the Secretary of the Union. These lists will be used from year to year to determine the choice of vacations for all employees in each category. Where there is an even number, the first two (2) names on the list will reverse order at the bottom of the list each year. Where there are an odd number, the first two (2) names on the list will move to the bottom of the list each year without reversing. In all cases, any new employees will be added below those on the list. This may be excluded where the Union, in agreement with the Employer, concurs that it need not apply.

17.06 Non-Permanent Vacation Pay

(a) Non-Permanent Employees hired on or after September 21, 1998 will receive vacation pay according to the current provisions of the Employment Standards Code. Non-Permanent Employees hired before September 21, 1998 shall receive vacation pay based on their service in hours according to the following schedule:

- 4% vacation pay up to 3119 hours
- 6% vacation pay 3120 to 8319 hours
- 8% vacation pay 8320 to 18719 hours
- 10% vacation pay 18720 to 27039 hours
- 12% vacation pay 27040 and over

(b) Non-Permanent Employees will be paid Vacation Pay on a bi-weekly basis on their regular pay cheque.

(c) If a Non-Permanent Employee has met the eligibility criteria of 4160 hours, they may at the point of eligibility or subsequently at the commencement of the calendar year elect to:

- (i) Bank Vacation Pay for use as Vacation Time during the current calendar year and/or,
- (ii) Bank Vacation Pay for use as Vacation Time during the following calendar year or,
- (iii) Bank Vacation Pay and be paid out at the end of the current calendar year, or at the end of the following calendar year.

(d) Non-Permanent Employees who are given notice of lay off may elect to be paid out all or part of Banked Vacation Pay at the time of lay-off.

Vacation time cannot be used to reduce or extend a period of lay-off. (e.g. inclement weather or regular seasonal lay-off).

Banked Vacation may be paid out upon request during the current and/or the following calendar year provided the employee has not been laid off. Vacation Pay remaining in the Bank at the end of the following calendar year must be paid out. Seniority shall continue to accrue during approved vacation time but not for any period that is paid out.

(e) Non-Permanent Employees whose status changes to permanent shall receive vacation pay up to and including the day before the effective date of such a change in status. If the employee has a Vacation Pay Bank, the balance of that Bank will be paid out in full prior to the status change to permanent. The employee's paid vacation entitlement for the remainder of the calendar year in which their status changed to permanent, will be calculated from an employee's benefits service date and will be pro-rated based on their service in hours. If such employee's paid vacation in the year the employee attains permanent status is less than ten (10) days, then such an employee shall be allowed time off without pay so that the total vacation period (paid and unpaid) is ten (10) days.

17.07 Approved Leave During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during the period of the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.

In all cases of illness while on vacation, an employee will have vacation credits correspondingly to the number of days ill provided that a medical certificate is provided for all days claimed.

17.08 Vacation Splits

An employee shall be allowed, with approval, to split their annual vacation or take it in a continuous block.

17.09 Disability Vacation Payout

Any employee who at December 31 of a given year is on short-term disability and has been on said short term disability for a duration of six (6) months or longer, shall be paid any remaining previous year's vacation entitlement. At the point in time where the employee has been on disability for one year, the employee shall be paid their remaining vacation entitlement.

17.10 Vacation Carry-Over

Permanent employees entitled to three weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation with Business Unit Manager approval.

## 18.00 LEAVE OF ABSENCE

### 18.01 Leave Without Pay

An employee may be granted leave of absence without pay and without loss of seniority only insofar as the operation of the department will permit.

### 18.02 Requests and Authorization of Leave

Requests for leave shall be in writing with reasonable notice and authorized by the Department Head or Manager. Decisions shall be communicated in writing to the employee.

### 18.03 Other Employment while on Leave

Employees taking other employment while on leave of absence, unless authorized by the Business Unit Director to do so, shall be considered to have terminated their services with the City.

### 18.04 Appeal to Business Unit Director

If an employee's request for leave is refused, the employee shall have the right of appeal to the appropriate Manager who will meet with the employee concerned before rendering a decision. Should the request for leave of absence be refused by the employee's Manager, the employee shall have the right to appeal in writing to the Business Unit Director whose decision shall be final.

### 18.05 Job Security

On the return from such leave, an employee shall be entitled to his or her former position.

### 18.06 Extension of Leave

Sufficient and reasonable notice must be given for an extension of leave of absence and be authorized by the Department Head or Manager. If authorization is not received and the employee has not returned to work at the expiration of authorized leave, the employment will be terminated. Application for extension of leave must be in writing. Where this is not possible, it can be requested verbally and confirmed in writing within five (5) days.

### 18.07 Union Leave of Absence

If possible, application for leave of absence on Union business will be made to the Business Unit Manager not less than two (2) weeks prior to such leave. Applications will contain the names of Union members for which leave is required. If the names submitted are not agreeable to the Employer, the Union will be advised of the reason in writing by the Business Unit Manager within three (3) working days of receipt of the request and alternate names will be submitted by the Union. The Union shall reimburse the employer for salary, wages and benefits paid during such leave.

### 18.08 Benefits While on Leave

An employee who has been granted a leave of absence of any kind for any period is responsible for both the employee and Employer benefit premiums during the entire period of leave should they choose to continue with these benefits. The employee will also be responsible for their portion of pension contributions for one

year, after which the employee will be responsible for both the employee and Employer contributions should they choose to continue with these benefits.

18.09 Illness Within the Family

An employee shall be allowed up to a maximum of ten (10) days leave annually without pay, but without loss of seniority or benefits, due to an illness within the immediate family. Such an employee may elect to debit their vacation credits rather than take unpaid leave. Vacation accrual shall not be affected.

19.00 PARENTAL LEAVE

Both the Union and the City recognize the provisions and authority of the Maternity Benefits section of the Employment Standards Code of Alberta.

19.01 Length of Parental Leave

Parental leave shall be made available to all employees. The total leave to be taken, at the employee's discretion, shall not exceed fifty-two (52) weeks in the case of birth mothers and forty (40) weeks in the case of fathers and adoptive parents, and shall include the period before and after the estimated date of delivery, and/or receipt of the adoptive child.

19.02 Shortening of Leave

An employee, with the agreement of the Employer, may shorten the duration of the period set out in Clause 19.01 by providing the Employer with a medical certificate indicating that resumption of work will not endanger the employee's health.

19.03 Notice to Employer

(1) The employee shall give the Employer six (6) weeks notice in writing of the day upon which the employee intends to commence parental leave, together with a medical certificate certifying that the employee/the spouse is pregnant and giving the estimated date of delivery.

(2) The prospective adopting parent shall, if possible, give the Employer two (2) weeks notice in writing of the day upon which the employee intends to commence leave, together with a letter from Alberta Social Services indicating the estimated date of receipt of the child.

19.04 No Prior Notice Provision

An employee who fails to comply with Clause 19.03 shall be entitled to parental leave if, within two (2) weeks after the employee ceases work, a medical certificate is provided, indicating the employee/the spouse is not able to work by reason of her pregnancy and giving the estimated or actual date of delivery. In the case of adoption a letter from Social Services confirming receipt of the child will be required.

19.05 Resuming Employment

An employee who wishes to resume employment shall give their Department Head four (4) weeks notice in writing of the day on which the employee intends to resume employment.

The Employer shall:

(a) reinstate the employee in the position occupied by the employee at the time parental leave commenced, or

(b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced parental leave. The City of Lethbridge is not required to allow an employee to whom parental leave has been granted to resume employment until after the expiration of four (4) weeks from the day on which the employee notifies the Employer of their intention to resume employment.

19.06 Interference with Performance of Duties

(a) Where the pregnancy of an employee interferes with the performance of the employee's duties, the City of Lethbridge may, by notice in writing to the employee, require the employee to commence parental leave under Clause 19.01, but not to exceed the twelve (12) weeks immediately preceding the estimated date of delivery.

(b) During cases of pregnancy, an employee may be unable to perform all the duties of her own position but may well be able to perform alternate work. It is therefore desirable to both the City and the Union that alternate work be provided. If alternate work at an equivalent rate of pay is available within the bargaining unit, it will be provided. If, however, this is not possible, alternate work at a lesser rate of pay will be offered. The employee shall have the right to refuse alternate work and elect, instead, to commence parental leave.

19.07 No Termination or Lay-Off

The Employer shall not terminate the employment of or lay off an employee who by reason only that the employee is pregnant or that parental leave has been taken.

19.08 Benefits and Entitlements

a) Voluntary parental leave shall be without pay, sickness benefits or vacation entitlement. The employee on such leave will not lose seniority.

b) The employee may be entitled to disability benefits in accordance with Clause 28.01 for a pregnancy-related illness, which occurs during the leave.

19.09 Job Security

(a) Where the Employer has suspended or discontinued operations in part or in full during the period of an employee's parental leave, and they have not been resumed at the expiration of leave, the Employer shall, upon resumption of operations:

(i) reinstate the employee in her/his former position at not less than the same wages and other benefits accrued to the date parental leave commenced, or

(ii) provide the employee with alternative work in accordance with the provisions of Clause 13.02, Loss of Seniority.

(b) The requirement for the Employer to reinstate or provide alternative work extends for a period of twelve (12) months from the date of expiration of the employee's parental leave.

- 19.10 Benefits While on Parental Leave  
Employees on parental leave may elect to continue Core Extended Health Care and Core Group Dental Coverage for the duration of their leave provided that they undertake to pay 50% of all premium costs of these benefits.

Such employees may also elect to continue to contribute to the Local Authorities Pension Plan. If such an election is made the City of Lethbridge will also continue to make the required employer contributions during the period of absence.

- 19.11 Birth and Adoption Leave  
One (1) working day shall be granted, with pay, to all employees for either the birth or adoption of a child.

## 20.00 COMPASSIONATE/BEREAVEMENT LEAVE

- 20.01 Length of Leave  
All employees covered by this agreement shall be entitled to compassionate leave of three (3) scheduled work days with pay at the rate being paid on the working day prior to going on leave on the death of an immediate relative, spousal or common-law spousal immediate relative as follows: son, daughter, spouse, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, legal guardians, grandchildren, daughter-in-law, son-in-law, grandfather-in-law and grandmother-in-law.

If an employee receives notification of their loss during a shift already started, the employee may be excused from work with pay for the balance of that shift, and compassionate leave will commence on the following day.

- 20.02 Funeral Leave for C.U.P.E. Member  
In the event of the death of any member of Local #70, any employee covered by this agreement, if they so wish, may take one-half (1/2) day off without pay to attend the deceased member's funeral provided that the employee gives notice of their intention to their Supervisor prior to the completion of the shift on the day previous to the funeral.

- 20.03 Pallbearer's Leave  
If an employee is a pallbearer at a funeral in Lethbridge, the employee will receive one-half (1/2) day's pay. If the funeral is out of town, the employee will receive one (1) day's pay.

- 20.04 Travel Time  
If the employee requires traveling time exceeding the maximum of three (3) scheduled work days of allowed compassionate leave, the employee may apply to the Business Unit Manager for traveling time up to a maximum of two (2) days. When travel is required that exceeds 500KM or more one way, the employee will be entitled to the additional two (2) days.

## 21.00 COURT OR JURY DUTY

### 21.01 Pay Entitlement - Court Appearances

Where an employee is required to attend court, coroner's inquest, or other tribunal, to give evidence on any matter or occurrence of which the employee has knowledge by reason of employment with the Employer, the employee shall be entitled to receive normal pay, or such attendance fees as are awarded, whichever is the larger amount. Should the employee elect to receive normal pay, any attendance fees must be paid to the Employer with the exception of awarded expenses for travel, meals and lodging.

### 21.02 Pay Entitlement - Jury Duty

Where an employee is subpoenaed for jury duty, pay provisions will apply in accordance with Clause 21.01.

### 21.03 Pay Entitlement - Criminal Case

No employee shall be entitled to receive such pay where the employee is summoned to give evidence in any civil litigation to which the City is not a Party, or where the employee is summoned to give evidence in a criminal case, or when the employee is the person charged in any court, unless such criminal case arises out of actions by the employee in the course of their employment.

This will not apply where the City and the employee are both charged and/or convicted under the Occupational Health and Safety Act.

## 22.00 TRAINING

### 22.01 Management and Union Participation

Management and Union participation in training courses and seminars will be dealt with on an individual or group basis.

### 22.02 Apprenticeship Program

The Employer and the Union agree to establish an apprenticeship program for all trades.

### 22.03 Course Attendance Pay

Employees who are directed to take courses or clinics shall be paid for all hours while attending said courses. Overtime rates will not apply for the payment of wages involved nor will wages be paid for time spent traveling to or from such courses or clinics.

## 23.00 HEALTH AND SAFETY

### 23.01 Health and Safety Commitment

The Union and the Employer recognize the importance of a healthy and safe workforce and are committed to promoting safe work practices.

### 23.02 Disclosure of Information

Upon receipt of written request, the Employer shall provide the Union with available information on chemicals, which identifies all biological agents, compounds, substances, by-products and physical hazards associated with the work environment.

- 23.03 Safety and Health Record, Reports and Data  
The Employer will provide the Union, upon written request, with any available non-confidential information on accidents, and Health and Safety matters within the provisions of Alberta's Freedom of Information and Protection of Privacy Act.
- 23.04 Time Off for Health and Safety Training  
The Employer may grant time off to employees from work, with no loss of seniority, to attend seminars on Health and Safety matters.
- 23.05 Right to Refuse and No Disciplinary Action  
No employee shall be discharged, penalized or disciplined for refusing to work on a job, or in a workplace, or to operate any equipment where the employee believes it would be unsafe, until such time as it is approved safe by the Corporate Safety Manager and/or the Alberta Labour, Workplace Health and Safety Officer.
- When complaints are made regarding safety, a report shall be completed by the Corporate Safety Manager with a copy sent to the Union within three (3) working days.
- 23.06 Proper Training  
Prior to commencement of work employees required to work on any job or operate any piece of equipment shall receive proper safety training and operational instructions.
- 23.07 Transportation of Accident Victims  
Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 23.08 First Aid Kits  
All machinery and vehicles shall be equipped with first aid kits where determined necessary. The use of any supplies from such kits must be recorded on an Incident/Issue Report form and submitted accordingly as per the instructions on the form.
- 23.09 Excavation Work  
When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in the carrying out of the work.
- 23.10 Safety Equipment  
Appropriate safety equipment shall be provided and replaced when it has lost its protective ability.
- 23.11 Safety Footwear for New Employees
- (a) All new employees coming into the City's employ who will be assigned to work areas requiring the wearing of safety footwear will be required to report with their own safety footwear.

(b) Upon completion of the probationary period pursuant to Clause 8.05, employees will qualify for Safety Footwear based on the applicable Safety Footwear requirement guidelines in their department.

23.12 Working Alone

Suitable communication equipment shall be made available to all City employees for emergency purposes.

24.00 CLOTHING

24.01 Clothing Supplied

(a) The Employer shall determine and provide clothing for the purposes of identification and safety on an as required basis.

(b) Clothing items will be replaced upon satisfactory proof of need to the Supervisor and provided that the item to be replaced is returned to the Supervisor.

(c) All work clothing with City of Lethbridge identification must be returned to the Supervisor upon termination of the employee's employment.

24.02 Clothing to be Worn on Duty

Clothing issued at the request of the department shall be worn while on duty and shall be kept in a clean and neat appearance.

24.03 Laundry Facilities

The employer shall provide laundry facilities (at no cost to the employee) for contaminated work clothes at the following sites: Parks and Facilities depot, Public Works Building, Equipment Pool, Sanitation Depot and Waste Water Treatment Plant. Other locations may be added upon agreement between the Union and City.

25.00 EMPLOYEE'S VEHICLES

No employee shall use their own vehicle to transport the Employer's equipment but the Employer may hire the employee's vehicle if the employee is agreeable.

No employee shall be required to use their car for transportation from job to job during working hours, unless paid for same.

26.00 TOOLS AND EQUIPMENT

All Mechanics, Welders, Utility Workers in the Equipment Pool and Machine Operators and Industrial Mechanics, who are required to supply tools for the job shall receive a tool allowance, in accordance with the following schedule:

Mechanics up to seven hundred dollars (\$700.00) per year;

Welders up to three hundred and fifty dollars (\$350.00) per year,

Utility Workers up to two hundred dollars (\$200.00) per year;

Machine Operators up to one hundred dollars (\$100.00) per year.

Eligibility for tool allowance will be based on the previous year's service for full eligibility (i.e. 12 months). Employees with lesser service will have their tool allowance pro-rated.

All amounts payable upon presentation of receipt and itemized list.

## 27.00 DISCIPLINE AND DISMISSALS

### 27.01 Just Cause Only

An employee may be dismissed or disciplined for just cause only.

### 27.02 Disciplinary Action

Disciplinary action shall be defined as an oral warning, written warning, suspension and/or dismissal issued to any employee as a result of any discussion with supervisory personnel. When any disciplinary action is taken and recorded on the employee's personal file, the secretary of the Union shall be sent a copy.

- (a) The Employer shall within 10 working days advise the employee and the union of the intent to investigate an incident that has been brought forward to the employer's attention.
- (b) The Employer shall notify the union upon the conclusion of all investigations.
- (c) Upon conclusion of all investigations related to the incident, disciplinary action, if any, shall be brought to the employee's and the union's attention within ten (10) working days.

Counselling shall not be construed as a disciplinary action and shall not be referred to in any future disciplinary action.

The record of an employee shall not be used against the employee after twenty-four (24) months following the incident.

### 27.03 Right to Have a Steward Present

An employee shall have a steward or Union Representative present at any discussion with supervisory personnel, which the employee believes, might be the basis of disciplinary action. Where a supervisor intends to interview the employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a steward or Union Representative to be present at the interview. No employee is required to answer to the charges without a Union Representative present.

The employee reserves the right to waive the right to have a steward or Union Representative present, and such waiver shall be in writing and signed by the employee in the presence of a Union Representative and an employer's representative.

If disciplinary action results from any meeting with supervisory personnel without a steward or Union representative present or a signed waiver, it shall be void.

A steward or local union officer shall have the right to consult with a C.U.P.E. staff representative and to have them present at any discussion with supervisory personnel, which might be the basis of discipline.

## 28.00 DISABILITY

### 28.01 Non-Occupational Disability

(a) Permanent full-time employees are entitled to benefits provided through the Disability Partnership.

(b) Non-permanent employees are entitled to Extended Disability Benefits if eligible under Clause 31.02(a).

### 28.02 Medical Exam

The Employer reserves the right to require a medical examination at the expense of the Employer.

### 28.03 Pay Based on Master Classification

Employees who are absent from work, due to accident or sickness, shall have their sick pay based on their master classification.

### 28.04 Occupational Disability

The Employer agrees to pay wages to permanent employees covered under this agreement, with three (3) months of continuous service, for absences caused by occupational accident coming within the terms of the Worker's Compensation Act of Alberta under the following conditions:

- (i) 100% of the employee's wages for any one absence up to but not exceeding twenty six (26) weeks.
- (ii) Compensation is payable by the Worker's Compensation Act of Alberta for the period of the absence.
- (iii) The employee has produced a medical certificate signed by a fully qualified medical practitioner stating that the employee was unable to work.
- (iv) Compensation monies received are paid over to the Employer.
- (v) The employee notified the Supervisor or the person on duty of his/her inability to work.

### 28.05 Accommodation

The Employer and the Union shall share joint responsibility in the facilitation of Accommodation.

### 28.06 Reporting of Absence

In order to meet operational requirements, it is the employee's responsibility to notify the Supervisor using the absence reporting process for that department. Notification of at least one (1) hour or more is preferable but notification shall be no later than ½ hour prior to the employee's regular starting time if the employee is unable to work.

### 28.07 Union Employer Cooperation

The Employer and the Union (through the Steward) agree to cooperate in education and counselling in an effort to control sick leave and the costs thereto.

The Employer agrees not to introduce any sick leave reporting forms or amend other sick leave provisions without the approval of the Disability Partnership.

28.08 Prior Notice of Return to Work

When an employee reports back to work from sickness or Workers' Compensation without prior notice, the employee will not be placed in their classification according to seniority until the day following their return to work.

29.00 SUBSTANCE ABUSE TREATMENT PROGRAM

The Employer and the Union recognize Alcoholism and Drug Abuse as a treatable illness. Employees suffering from alcoholism and/or other drug abuse are expected to seek treatment as they would for any other illness, which impairs performance of their work. While receiving treatment, the employee shall be eligible for sick benefits, and following completion of the treatment the employee shall be returned to their former position without loss of seniority.

30.00 PERMANENT EMPLOYEE BENEFITS

30.01 Flexible Benefit Plan

a) The benefits provided to employees under the Flexible Benefit Plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer's contract with Alberta Blue Cross Extended Health Care and/or Alberta Blue Cross Dental, be terminated, the Employer and Union will meet to negotiate the applicable benefit(s).

b) The monthly premium costs for core benefits will be paid as follows:  
i) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.  
ii) Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by employees.

c) Should Alberta Healthcare premiums cease, the Employer will maintain the 2008 level of flex credits, in addition to any newly negotiated increases.

d) Permanent employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.

e) Costs for the administration of the flexible benefit plan will be paid 100% by the employees. Employee contributions will be deducted from flexible credits on an annual basis.

f) The benefit plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.

30.02 Illness and Disability Benefits Coverage

A permanent employee who is absent from work because of illness or disability shall continue to enjoy core Extended Health Care and core Group Dental coverage for as long as the member qualifies for disability benefits through the Disability Partnership.

- 30.03 Pension  
The Employer agrees to continue the pension coverage under the Local Authorities Pension Plan for all eligible employees covered by this agreement.

### 31.00 NON-PERMANENT EMPLOYEE BENEFITS

- 31.01 Health and Dental Benefit Entitlement  
a) All eligible employees may be covered under the Alberta Health Care Insurance Plan, Extended Health Care Plan and Dental Plan in accordance with the terms of the contract. The Employer shall contribute 100% of the total premium cost for employees so enrolled.  
b) Eligibility for the benefits in "a" shall be determined based on length of service in hours, as follows:  
i) Alberta Health & Extended Health Care at 4160 hours  
ii) Dental Care at 5200 hours

- 31.02 Other Benefits  
a) Non-permanent employees are eligible for Extended Disability Benefits after achieving 2600 hours of service.  
b) Non-permanent employees are eligible for Pension coverage under the Local Authorities Pension Plan, after achieving 8320 hours of service.  
c) Non-permanent employees are eligible for Life insurance, Accidental Death & Dismemberment insurance and available optional insurances after achieving 8320 hours of service.

- 31.03 Mandatory Benefits  
Once the qualifying hours set out in Clause 31.01 (b) and 31.02 are achieved, benefits become mandatory unless the employee is currently covered under a spousal plan.

- 31.04 Illness and Disability Benefit Coverage  
A non-permanent employee who is absent from work because of illness or disability shall continue to enjoy Alberta Health Care, Extended Health and Dental benefits (if qualified above) without costs until the employee has been absent for a period of twelve (12) months or until the employee's normal lay-off date, whichever occurs first.

### 32.00 LABOUR MANAGEMENT COMMITTEES

The parties recognize the benefits of communicating with one another on a regular basis on matters of mutual interest. Therefore, a Labour Management Committee will be struck. The Committee will consist of three (3) members of the Union and three (3) members of Management. The Committee will establish a chairperson and that position will rotate between the Union and Management members. The Committee will meet once every three (3) months. The Chair will be responsible for preparing and distributing an agenda two (2) weeks prior to each meeting. The Committee may discuss any matters of mutual interest to the parties, but will not discuss matters relating to current collective agreement negotiations or active grievances.

## 33.00 CLASSIFICATIONS

### 33.01 Work Hour Classification

All permanent employees will be classified and paid all year round in their permanent classification, except employees who request a lower classification and disciplined employees placed in a lower classification who will be paid a lower classification rate of the classification transferred to. When their particular job is not available according to classification, they will fill the vacant position available to them and as specified by the Supervisor with due recognition of the employee's seniority under the agreement.

As of January 1, of each year, all permanent employees will be classified according to the greatest number of hours worked in one classification the previous year and that classification will be the base pay for the year commencing January 1st. A permanent employee must have worked nine hundred and fifty (950) hours or more in the previous year in a higher classification in order to qualify under this provision.

The work hour classification will be determined by a determination of hours at a specific rate of pay within the normal hours (2080 or 1950) in a year and would include general holidays if paid at the higher rate. Annual vacation hours will be added to the classification in which the employee works the greatest number of hours in the current year. Overtime hours, sick leave hours, workers compensation hours and hours worked in posted term positions of six (6) months to two (2) years in duration are excluded from this determination.

### 33.02 Maintenance of Job Evaluation System

The establishment and maintenance of the Job Evaluation System for employees within the C.U.P.E. jurisdiction shall be the responsibility of the City.

### 33.03 Union Provided with Job Information Questionnaires

The City will provide the Union with Job Information Questionnaires as outlined in Clause 33.02 for all classifications in the bargaining unit upon request.

### 33.04 New Positions

When a new position is created, Management will advise the Union whether such position is included or excluded from the bargaining unit.

Five (5) working days prior to any new position or classification being posted, copies of the position description, including qualifications and experience, will be sent to the Secretary of the Union. The City shall determine the interim pay rate for the classification pending review by the Evaluation Committee, which shall occur within six (6) months of the date of appointment. The evaluated rate of the position will be effective from the date of appointment, however, if the evaluated rate is less than the interim pay rate, the employee's pay rate will be frozen (while the employee remains in the position) until the evaluated rate for the job equals or exceeds the frozen rate of pay.

### 33.05 Out-of-Schedule Positions

In the event that the evaluated hourly rate of pay for a position is not competitive in the market place, the City may set an "out of schedule" hourly pay rate above the evaluated rate. All employees in classifications that are adjusted because of the

market will be moved to the “out of schedule” classification hourly pay rate. Employees receiving “out of schedule” pay rates will be given six (6) months notice in writing of any reduction or cancellation of the “out of schedule” rates. The union shall be notified as positions are added.

33.06 Classification Committees

(1) Evaluation Committee

- (a) The Evaluation Committee is comprised of four members, two appointed by the City and two appointed by the Union.
- (b) The role of the Evaluation Committee is to review requests for reclassification in accordance with the Job Evaluation Plan.

(2) Reconsideration Committee

- (a) The Reconsideration Committee is comprised of two members of the Evaluation Committee (one City appointee and one Union appointee) along with a City appointee and a Union appointee who are trained in job evaluation but who are not members of the Evaluation Committee.
- (b) The role of the Reconsideration Committee is to review requests for reconsideration in accordance with the Job Evaluation Plan.

33.07 Classification Review Procedure

- (1) An employee or the exempt supervisor of an employee who considers that the duties or responsibilities of the employee’s base position have been significantly changed since the last evaluation may request a review of the employee’s position. Human Resources may also request a review of a work group based on a change of duties as a result of reorganization.
- (2) When an employee or exempt supervisor initiates a review, a position classification review form must be completed in accordance with the instructions described on the form. Both the employee and the employee’s exempt supervisor must sign the completed form. The form shall then be submitted to the Compensation & Benefits Manager who will forward it on to members of the Evaluation Committee and coordinate the review.
- (3) The Evaluation Committee shall review the submission and reach a decision through consensus. The Evaluation Committee shall communicate its decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

33.08 Reconsideration Procedure

- (1) An employee or exempt supervisor of the employee who disagrees with the decision of the Evaluation Committee may request a reconsideration of the decision provided that the request is submitted within ten (10) working days of receipt of the decision. The employee or exempt supervisor must complete a reconsideration form in accordance with the instructions of the form. The employee or exempt supervisor, as applicable must review the reconsideration request and provide written commentary either supporting or not supporting the request. The form shall then be submitted to the Compensation & Benefits Manager who will forward it on to members of the Reconsideration Committee and coordinate the review.

- (2) The Reconsideration Committee shall review the request and reach a decision through consensus. The Reconsideration committee shall communicate its decision to the employee and the exempt supervisor as soon as possible, providing reasons for the decision.

33.09 Impact of Committee Decisions on Pay

- (1) A request for evaluation and/or reconsideration may result in an increase or decrease in the evaluated rate of pay or the evaluated rate of pay remaining the same.
- (2) An increase in the evaluated rate of pay will be retroactive to the first day of the pay period following the date the employee or exempt supervisor submitted the reclassification request.
- (3) No employee will experience a reduction in base pay as a result of a request for reclassification.
- (4) Employees whose base rate of pay exceeds the evaluated rate for the job will have their rates frozen while they remain in the over-range position, until the evaluated rate for the job equals or exceeds the frozen rate of pay.
- (5) An exception to (4) will occur where an employee in an over-range position is fifty-two years of age or older and are within three years of being eligible for an unreduced pension. In this case, the employee will continue to receive general wage increases for a maximum of three years or up to the date of eligibility to an unreduced pension, whichever is less, and thereafter will have their rates frozen in accordance with paragraph (4).
- (6) Where an employee or exempt supervisor has submitted a request for reconsideration, the employee's pay rate will be frozen until the reconsideration decision has been communicated.

33.10 Time Limits

The time limits in these procedures may be extended upon agreement by both parties to this agreement.

33.11 Retraining for Over-ranged Employees

The Human Resources Manager or a delegated representative agrees to meet with any over-ranged employee(s) and advise them of the retraining available to them. It is incumbent on the employee to request a meeting for this purpose. The City agrees to pay the necessary cost for relevant re-training on the job, or through additional course training, as determined by the Human Resources Manager and Department concerned, with no loss of pay.

34.00 **WAGES**

See Appendix "A"

34.01 Pay Days

(a) Wages earned will be paid every second Thursday. If such a day is a legal holiday, the deposit will be made on the working day prior to the holiday.

(b) All employees will have their pay cheques automatically deposited into a bank account of their choice.

34.02 Time Sheet Change  
Any employee, whose time sheet is changed, either in the department concerned or the payroll office, must initial the change. If the employee is not in agreement that the change is justified, the employee may file a grievance.

34.03 Wage Progression  
Effective January 1, 2007:  
  
There shall be a job rate and a start rate (10% less than job rate) for the Labourer classification. All newly hired employees in this classification shall be paid at the start rate until they have worked a total of 1462 hours ("inside" employees) or 1560 hours ("outside" employees).

34.04 Pay Protection  
No employee covered by this agreement shall have their wages reduced due to position classification.

34.05 Apprentices  
Apprentices shall be paid on a graduated scale with a differential between each step according to the following formula:

1st year 68% of Journeyman Rate  
2nd year 75% of Journeyman Rate  
3rd year 84% of Journeyman Rate  
4th year 95% of Journeyman Rate

In no case shall the minimum rate be less than the currently established Labourer I rate.

Three (3) year apprenticeships, e.g. Welder, shall be paid on the basis of top three (3) years apprentice pay scale.

While attending required apprentice courses, the employee's current apprentice rate of pay shall be maintained. Total allowance paid by the Government shall be signed over to the City. The travel and living allowance portion shall be paid back to the employee in addition to the current apprentice rate of pay.

## 35.00 TECHNOLOGICAL CHANGE

An employee classified as a permanent employee shall be considered displaced by technological change when the employee's services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which the employee is employed.

The City agrees that wherever possible, no employee shall lose employment because of technological change and therefore agrees that a reasonable period should be provided in order that they may take advantage of all available re-training and other internal employment opportunities commensurate with their abilities and qualifications.

The City recognizes that advance notice of any change is desirable and beneficial for all concerned and therefore agrees to provide as much advance notice as possible.

### **36.00 WORK EXPERIENCE**

Where the City agrees to accommodate requests for student exposure to the work place, students will not be permitted to replace any employee and will be required to work on a 'one to one' basis for a maximum of 200 hours per student.

### **37.00 SENIOR GOVERNMENT FUNDED WORK PROJECTS**

The City agrees to consult with the Union prior to applying for all Federal or Provincial work or work experience programs in order to ensure that the programs will not eliminate, amend or affect the job security of any person who would have been employed if the program did not exist.

Local 70 retains the right to approve or reject applications for bargaining unit positions made available because of Government funded projects. Positions available because of Government funded projects will be advertised internally and preference shall be given to persons presently on lay-off provided such persons apply and have the qualifications required as spelled out in the program.

Local 70 will be supplied with a list of names of the persons employed and on which programs. Such persons will not be used on normal bargaining unit work other than the designated program. The Government funded rate will be topped off.

Employees hired for senior government funded work projects shall have access to all provisions of the Collective Agreement.

For the purpose of this Clause, the following procedures will be followed:

- 1) The employer will forward a preliminary outline of duties to be performed within a project to the Union for its review as soon as possible.
- 2) The Union's Executive will review the preliminary outline and shall recommend that the Union membership either approve or disapprove the project. The Union shall advise the Employer in writing of its recommendation to its membership within five (5) working days of receipt of the project.


If the project receives preliminary approval pursuant to Step 2 above, the Employer will proceed with the project to the Government. The Union Executive will submit its recommendation pursuant to Step 2 above to the Union General Membership for final ratification. The Union will advise the Employer of the results within five (5) working days.

### **38.00 OPERATOR'S LICENSE**

Operator's license requirements shall not exceed the Alberta Transportation and Utilities Regulations.

**SIGNED ON BEHALF OF  
THE CITY OF LETHBRIDGE**

  
C. Spearman, MAYOR

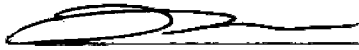
  
A. Neufeld, CITY CLERK

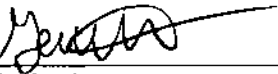
**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70 (MUNICIPAL WORKERS)**

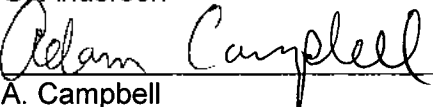
  
R. Preddy, PRESIDENT

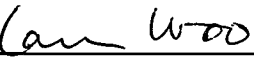
  
J. Amann, SECRETARY

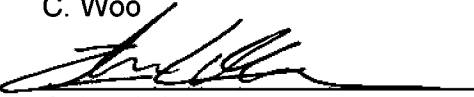
**BARGAINING COMMITTEE**

  
P. Rocca

  
G. Anderson


  
A. Campbell


  
C. Woo


  
C. Lastiwka

**BARGAINING COMMITTEE**

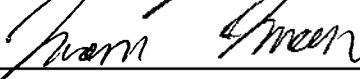
  
R. Preddy

  
T. Joblonkay

  
D. Nishikawa

  
S. Gouw

  
D. Johnston

  
J. Knorr

## APPENDIX A

<b>OUTSIDE WORKERS</b>		<b>1.00%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>2.00%</b>
<b>Job Code</b>	<b>Title</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
410N	Amenity Services Coordinator	\$41.83	\$42.46	\$43.10	\$43.96
408N	Amenity Services Leadhand	\$35.30	\$35.83	\$36.37	\$37.10
406N	Amenity Services Technician	\$31.25	\$31.72	\$32.20	\$32.84
401A	Apprentice Partsman	Rate is a % of the Partsman as per clause 34.05			
405W	Aquatics Maint. Tech	\$35.30	\$35.83	\$36.37	\$37.10
404M	Arborist	\$33.62	\$34.12	\$34.63	\$35.32
400M	Arborist Trainee - Japanese Gardens	\$29.81	\$30.26	\$30.71	\$31.32
403P3	Arena Caretaker	\$27.69	\$28.11	\$28.53	\$29.10
404V	Arena Cashier	\$25.11	\$25.49	\$25.87	\$26.39
408V	Arena Rec Operator	\$35.30	\$35.83	\$36.37	\$37.10
402A	Asphalt Recycler Operator	\$27.69	\$28.11	\$28.53	\$29.10
MR409	Automotive Mechanic	\$40.43	\$41.04	\$41.66	\$42.49
409N	Building Operations Foreman	\$33.62	\$34.12	\$34.63	\$35.32
401F	By-Law Enforcement Officer	\$31.25	\$31.72	\$32.20	\$32.84
402F	Bylaw Officer (Multi-Disciplinary)	\$33.62	\$34.12	\$34.63	\$35.32
403C	Caretaker - Feature Parks	\$27.69	\$28.11	\$28.53	\$29.10
402P1	Caretaker II (Enmax)	\$27.69	\$28.11	\$28.53	\$29.10
402P	Caretaker II (LRPS)	\$27.69	\$28.11	\$28.53	\$29.10
403P1	Caretaker III (City Hall)	\$27.69	\$28.11	\$28.53	\$29.10
403P2	Caretaker III (Fritz)	\$28.35	\$28.78	\$29.21	\$29.79
403P	Caretaker III (Yates)	\$27.69	\$28.11	\$28.53	\$29.10
410L	Carpenter	\$41.83	\$42.46	\$43.10	\$43.96
407M	Cemetery Leadhand	\$35.30	\$35.83	\$36.37	\$37.10
401S	Cemetery Machine Operator I	\$25.72	\$26.11	\$26.50	\$27.03
404L	Cemetery Maintenance Worker	\$25.72	\$26.11	\$26.50	\$27.03
429N	Certified Arborist	\$35.30	\$35.83	\$36.37	\$37.10
413W	Chef - ENMAX Centre	\$37.95	\$38.52	\$39.10	\$39.88
408W	Community Program Coordinator	\$37.95	\$38.52	\$39.10	\$39.88
412W	Concession Coordinator	\$37.95	\$38.52	\$39.10	\$39.88
410W	Concession Operator I	\$27.69	\$28.11	\$28.53	\$29.10
411W	Concession Operator II	\$31.25	\$31.72	\$32.20	\$32.84
420W	Concession Supervisor	\$33.62	\$34.12	\$34.63	\$35.32
421N7	Crack Sealing Foreman	\$35.30	\$35.83	\$36.37	\$37.10
403K	Customer Serviceman I (Waste H20-Sewers)	\$27.69	\$28.11	\$28.53	\$29.10
404K	Customer Serviceman II (Waste H20)	\$29.81	\$30.26	\$30.71	\$31.32
407K	Customer Serviceman III	\$35.30	\$35.83	\$36.37	\$37.10
405K	Emergency Valve Operator	\$31.25	\$31.72	\$32.20	\$32.84
418C	ENMAX - Lounge and Catering Coordinator	\$31.25	\$31.72	\$32.20	\$32.84
421E	ENMAX Centre Operations Foremen	\$39.83	\$40.43	\$41.04	\$41.86
455S	Enmax Centre Security Supervisor	\$33.62	\$34.12	\$34.63	\$35.32
413S	ENMAX Centre Suite Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
409V	ENMAX Events and Maintenance Operator	\$37.95	\$38.52	\$39.10	\$39.88
453S	ENMAX Security Coordinator	\$29.81	\$30.26	\$30.71	\$31.32
411A	Facility Services Asset Inspector	\$41.83	\$42.46	\$43.10	\$43.96
406N1	Facility Services Worker	\$29.81	\$30.26	\$30.71	\$31.32
427P	Field Risk and Safety Coordinator	\$41.83	\$42.46	\$43.10	\$43.96
425P	Fleet Partsroom Coordinator	\$41.83	\$42.46	\$43.10	\$43.96
404F	Fleet Quality Assurance Tech	\$33.62	\$34.12	\$34.63	\$35.32
MR425	Fleet Services Leadhand	\$44.59	\$45.26	\$45.94	\$46.86
402L1	Fleet Warranty / Parts Specialist	\$37.95	\$38.52	\$39.10	\$39.88

420E	Flusher/Eductor Foreman	\$33.62	\$34.12	\$34.63	\$35.32
419W	Food and Beverage supervisor	\$33.62	\$34.12	\$34.63	\$35.32
403M	Foreman - Parks Maintenance/Special Events	\$39.83	\$40.43	\$41.04	\$41.86
421N8	Foreman - Transportation / Utility Crew	\$39.83	\$40.43	\$41.04	\$41.86
406H1	Foreman (Urban Forestry)	\$46.03	\$46.72	\$47.42	\$48.37
406H4	Foreman (Water Works Construction)	\$41.83	\$42.46	\$43.10	\$43.96
420N3	Foreman I - Dryland Mowing	\$37.95	\$38.52	\$39.10	\$39.88
420N6	Foreman I - Night Sweeping Crew	\$28.35	\$28.78	\$29.21	\$29.79
420N7	Foreman I - Patching Crew	\$28.35	\$28.78	\$29.21	\$29.79
420N9	Foreman I - Pavement Marking	\$29.81	\$30.26	\$30.71	\$31.32
420N8	Foreman I - Paving Crew	\$33.62	\$34.12	\$34.63	\$35.32
420N4	Foreman I - Pesticide Crew	\$37.95	\$38.52	\$39.10	\$39.88
420N5	Foreman I - Utility	\$29.81	\$30.26	\$30.71	\$31.32
420N	Foreman I (Water & Waste Water)	\$35.30	\$35.83	\$36.37	\$37.10
421N4	Foreman II - Turf Maintenance	\$37.95	\$38.52	\$39.10	\$39.88
421N2	Foreman II (Parks Maint/Sportsfield)	\$39.83	\$40.43	\$41.04	\$41.86
421N5	Foreman II (Spring Clean-up)	\$33.62	\$34.12	\$34.63	\$35.32
422N8	Foreman III (Cemetery)	\$37.95	\$38.52	\$39.10	\$39.88
422N1	Foreman III (Irrigation)	\$41.83	\$42.46	\$43.10	\$43.96
422N2	Foreman III (Parks Construction)	\$39.83	\$40.43	\$41.04	\$41.86
422N	Foreman III (Parks Maintenance)	\$39.83	\$40.43	\$41.04	\$41.86
422N7	Foreman III (Streets & Traffic) - Paving Crew	\$39.83	\$40.43	\$41.04	\$41.86
422N5	Foreman III (Streets & Traffic) - Utility Crew	\$39.83	\$40.43	\$41.04	\$41.86
422N3	Foreman III (Streets/Roads) - Patching Crew	\$39.83	\$40.43	\$41.04	\$41.86
422N6	Foreman III (Water & Waste Water)	\$41.83	\$42.46	\$43.10	\$43.96
422N4	Foreman III (Waterworks Construction)	\$39.83	\$40.43	\$41.04	\$41.86
401R2	Garbage Truck Driver I Parks Maintenance	\$25.72	\$26.11	\$26.50	\$27.03
401R1	Garbage Truck Driver I Weed Control	\$27.69	\$28.11	\$28.53	\$29.10
404R	Garbage Truck Driver IV	\$29.81	\$30.26	\$30.71	\$31.32
402M	Gardener I	\$31.25	\$31.72	\$32.20	\$32.84
420Q	Grader Operator	\$33.62	\$34.12	\$34.63	\$35.32
420G	Graffiti Removal Foreman	\$35.30	\$35.83	\$36.37	\$37.10
400G	Graffiti Removal Workers	\$25.72	\$26.11	\$26.50	\$27.03
401M	Groundsman Assistant/Special Events	\$31.25	\$31.72	\$32.20	\$32.84
408L	HD Mechanic Apprentice	Rate is a % of the Mechanic as per clause 34.05			
MR409	Heavy Duty Mechanic	\$40.43	\$41.04	\$41.66	\$42.49
400V	HSNC - Educational Program Assistant	\$27.69	\$28.11	\$28.53	\$29.10
408R	HSNC Facility Attendant	\$25.72	\$26.11	\$26.50	\$27.03
409R	HSNC Facility Rental Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
404J	HSNC Program Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
402v	HSNC Senior Program leader	\$33.62	\$34.12	\$34.63	\$35.32
MR427	HVAC and Controls Technician	\$46.93	\$47.63	\$48.34	\$49.31
403V	Ice Marshall	\$25.11	\$25.49	\$25.87	\$26.39
404S2	Integrated Pest Mgt Tech	\$33.62	\$34.12	\$34.63	\$35.32
403E	Irrigation Maintenance Technician	\$35.30	\$35.83	\$36.37	\$37.10
410K	Kitchen Operator	\$27.69	\$28.11	\$28.53	\$29.10
401M2	Labourer - Night Watering (aka 420N2 foreman I)	\$27.69	\$28.11	\$28.53	\$29.10
401NH	Labourer I - Hired after 1/1/2019	\$20.50	\$20.50	\$20.50	\$20.50
401N	Labourer I (Enmax) - Existing Labourer	\$25.11	\$25.49	\$25.87	\$26.39
402N	Labourer II - Existing Labourer	\$25.11	\$25.49	\$25.87	\$26.39
402NH	Labourer II - Hired after 1/1/2019	\$20.50	\$20.50	\$20.50	\$20.50
402T	Labourer/WWTP Operator in Training	\$25.11	\$25.49	\$25.87	\$26.39
417W	Leisure Services Maint. Coord.	\$39.83	\$40.43	\$41.04	\$41.86
404P	LRPS Facilities Coordinator	\$37.95	\$38.52	\$39.10	\$39.88
401S1	Machine Operator I Small Flail &/or Turf Maintenance	\$25.72	\$26.11	\$26.50	\$27.03

402S2	Machine Operator II - Patching Crew	\$25.72	\$26.11	\$26.50	\$27.03
402S3	Machine Operator II - Traffic Signs/Crosswalk Painting	\$25.72	\$26.11	\$26.50	\$27.03
403S2	Machine Operator III (Bobcat/charge Flail &/or Turf Maintenance)	\$27.69	\$28.11	\$28.53	\$29.10
403S1	Machine Operator III (Cemetery)	\$29.81	\$30.26	\$30.71	\$31.32
403S8	Machine Operator III (Packer/roller)	\$25.72	\$26.11	\$26.50	\$27.03
403S6	Machine Operator III (Skid Steer Loader)	\$25.72	\$26.11	\$26.50	\$27.03
403S10	Machine Operator III (Skipline Operator )	\$27.69	\$28.11	\$28.53	\$29.10
403S7	Machine Operator III (Street Sweeper Operator)	\$27.69	\$28.11	\$28.53	\$29.10
407S	Machine Operator IV (Flusher/Eductr)	\$29.81	\$30.26	\$30.71	\$31.32
404S1	Machine Operator IV (Roller - Paving Crew)	\$27.69	\$28.11	\$28.53	\$29.10
405S1	Machine Operator V (Paver Operator)	\$27.69	\$28.11	\$28.53	\$29.10
405S2	Machine Operator V (Screed Operator)	\$27.69	\$28.11	\$28.53	\$29.10
405S	Machine Operator V (W&WW)	\$29.81	\$30.26	\$30.71	\$31.32
420L	Mechanical Systems Tradesman (Plmg)	\$39.83	\$40.43	\$41.04	\$41.86
428N	Millwright	\$37.95	\$38.52	\$39.10	\$39.88
403S4	Mosquito Technician	\$35.30	\$35.83	\$36.37	\$37.10
401V	Nature Program Leader	\$29.81	\$30.26	\$30.71	\$31.32
406M	Nikka Yuko Japanese Garden Foreman	\$37.95	\$38.52	\$39.10	\$39.88
402G	Nikka Yuko Japanses Garden Maintenance Worker	\$25.72	\$26.11	\$26.50	\$27.03
MR422	Operator II - WWTP	\$35.21	\$35.74	\$36.28	\$37.01
411H	Parking and Traffic Technician	\$35.30	\$35.83	\$36.37	\$37.10
410H	Parking Meter Technician	\$27.69	\$28.11	\$28.53	\$29.10
401S2	Parks and Sportsfield Maintenance (Machine Op I)	\$27.69	\$28.11	\$28.53	\$29.10
470A	Parks Asset Management Specialist	\$35.30	\$35.83	\$36.37	\$37.10
401S3	Parks Construction Machine Operator I	\$25.72	\$26.11	\$26.50	\$27.03
403S9	Parks Construction Skid Steer Loader (Machine Op III)	\$27.69	\$28.11	\$28.53	\$29.10
406H	Parks Operations Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
403S11	Parks Snow Removal (Machine Operator III)	\$27.69	\$28.11	\$28.53	\$29.10
403N1	Parks Utility Worker I (Irrigation)	\$29.81	\$30.26	\$30.71	\$31.32
402L	Partsman	\$37.95	\$38.52	\$39.10	\$39.88
402S1	Pesticide Applicator - Mosquito Control	\$25.72	\$26.11	\$26.50	\$27.03
403S5	Pesticide Applicator (no license)	\$25.72	\$26.11	\$26.50	\$27.03
403S3	Pesticide Applicator Licensed	\$31.25	\$31.72	\$32.20	\$32.84
407N	Pipelayer	\$28.35	\$28.78	\$29.21	\$29.79
405N	Police Maintenance Worker	\$28.35	\$28.78	\$29.21	\$29.79
411N	Purchasing/Supply Agent	\$33.62	\$34.12	\$34.63	\$35.32
403F	Senior Bylaw Enforcement Officer	\$41.83	\$42.46	\$43.10	\$43.96
409H	Senior Surveyor	\$35.30	\$35.83	\$36.37	\$37.10
416Q	Service Truck (Containers Maint)	\$29.81	\$30.26	\$30.71	\$31.32
403W	Sewer Maintenance Worker I	\$27.69	\$28.11	\$28.53	\$29.10
404W	Sewer Maintenance Worker II	\$31.25	\$31.72	\$32.20	\$32.84
460N	Shrub Crew Foreman	\$37.95	\$38.52	\$39.10	\$39.88
459N	Shrub Crew Leadhand	\$28.35	\$28.78	\$29.21	\$29.79
405H	Sign Technician	\$33.62	\$34.12	\$34.63	\$35.32
411N2	Small Tool Technician	\$28.35	\$28.78	\$29.21	\$29.79
460N1	Snow Removal Foreman	\$37.95	\$38.52	\$39.10	\$39.88
401S4	Snow Removal Machine Operator I	\$25.72	\$26.11	\$26.50	\$27.03
421N6	Snowstorm Watch	\$29.81	\$30.26	\$30.71	\$31.32
403A	Special Projects and Volunteer Coord	\$35.30	\$35.83	\$36.37	\$37.10
422N9	Spring Night Street Sweeping Foreman	\$39.83	\$40.43	\$41.04	\$41.86
417Q	Streets Equipment Operator I	\$27.69	\$28.11	\$28.53	\$29.10
418Q	Streets Equipment Operator I	\$27.69	\$28.11	\$28.53	\$29.10
419Q	Streets Equipment Operator III	\$31.25	\$31.72	\$32.20	\$32.84
411S	Suite/Catering/Lounge Operator - ENMAX	\$27.69	\$28.11	\$28.53	\$29.10

404H	Surveyor & Rail Inspector	\$37.95	\$38.52	\$39.10	\$39.88
402J	Theater Technician	\$31.25	\$31.72	\$32.20	\$32.84
403J	Theatre Support Technician	\$35.30	\$35.83	\$36.37	\$37.10
421N	Traffic and Sign Coordinator	\$37.95	\$38.52	\$39.10	\$39.88
406H2	Transportation Operations Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
411Q1	Truck Driver I - Parks	\$25.11	\$25.49	\$25.87	\$26.39
411Q	Truck Driver I - Patching Crew	\$25.72	\$26.11	\$26.50	\$27.03
412Q3	Truck Driver II - Flusher Truck	\$25.72	\$26.11	\$26.50	\$27.03
412Q2	Truck Driver II - Patching Crew	\$25.72	\$26.11	\$26.50	\$27.03
413Q	Truck Driver III	\$28.35	\$28.78	\$29.21	\$29.79
MR425	Urban Construction Coord.	\$48.85	\$49.58	\$50.32	\$51.33
464H	Urban Forestry Technician	\$37.95	\$38.52	\$39.10	\$39.88
403N7	Utility Worker I - Amenity Services	\$27.69	\$28.11	\$28.53	\$29.10
403N6	Utility Worker I - Paving Crew	\$25.72	\$26.11	\$26.50	\$27.03
403N5	Utility Worker I - Traffic Signs	\$25.72	\$26.11	\$26.50	\$27.03
403N3	Utility Worker I Water & Waste Water	\$27.69	\$28.11	\$28.53	\$29.10
403N4	Utility Worker I Streets	\$27.69	\$28.11	\$28.53	\$29.10
404N8	Utility Worker II - Amenity Services	\$27.69	\$28.11	\$28.53	\$29.10
404N4	Utility Worker II (Amenity Services)	\$28.35	\$28.78	\$29.21	\$29.79
404N5	Utility Worker II (Fleet Services)	\$28.35	\$28.78	\$29.21	\$29.79
404N7	Utility Worker II (Inventory)	\$31.25	\$31.72	\$32.20	\$32.84
404N	Utility Worker II (Irrigation)	\$31.25	\$31.72	\$32.20	\$32.84
404N3	Utility Worker II (TempTraffic Sign)	\$31.25	\$31.72	\$32.20	\$32.84
404N2	Utility Worker II (Traffic Signs)	\$27.69	\$28.11	\$28.53	\$29.10
404N6	Utility Worker II (Water Works)	\$28.35	\$28.78	\$29.21	\$29.79
402Q	Vehicle/Equipment Trainer	\$31.25	\$31.72	\$32.20	\$32.84
403H	Video Inspection Technician	\$29.81	\$30.26	\$30.71	\$31.32
411R	W&R and MRF Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
405R	W&R Centre Load Inspection Tech	\$31.25	\$31.72	\$32.20	\$32.84
410R	W&R Contract Inspector	\$37.95	\$38.52	\$39.10	\$39.88
406J	W&WW Workflow and Process Tech	\$35.30	\$35.83	\$36.37	\$37.10
411P	Warehouse Attendant	\$28.35	\$28.78	\$29.21	\$29.79
418W	Warehouse/Inventory Supervisor	\$33.62	\$34.12	\$34.63	\$35.32
406H5	Waste and Recycling Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
421N1	Waste and Recycling Foreman	\$39.83	\$40.43	\$41.04	\$41.86
422T	Waste and Recycling Planner	\$33.62	\$34.12	\$34.63	\$35.32
401H	Waste Water Treatment Lab Tech Assistant	\$27.69	\$28.11	\$28.53	\$29.10
406H3	Wastewater Collection Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
406H6	Water Distribution Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
406F	Water Distribution Foreman	\$33.62	\$34.12	\$34.63	\$35.32
406H9	Water Metershop Ops Supervisor	\$46.03	\$46.72	\$47.42	\$48.37
412Q1	Water Truck Driver II	\$25.72	\$26.11	\$26.50	\$27.03
MR403	Welder Fabricator (Machinist)	\$40.43	\$41.04	\$41.66	\$42.49
402H	WWTP Laboratory Technician	\$31.25	\$31.72	\$32.20	\$32.84
421U	WWTP Operator Level I	\$29.81	\$30.26	\$30.71	\$31.32
410U	WWTP Operator/Lab Analyst	\$35.30	\$35.83	\$36.37	\$37.10
415U	WWTP Process Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
402N1	Yard Waste Site Attendant	\$25.72	\$26.11	\$26.50	\$27.03

### INSIDE WORKERS

912B	311 Business Advisor	\$37.95	\$38.52	\$39.10	\$39.88
910M	311 Customer Service Advisor	\$37.95	\$38.52	\$39.10	\$39.88
910E	311 Customer Service Specialist	\$31.25	\$31.72	\$32.20	\$32.84
916B1	A/R Assistant - Finance	\$29.81	\$30.26	\$30.71	\$31.32
902B	Account Clerk II (Comm Services)	\$28.35	\$28.78	\$29.21	\$29.79
902B1	Account Clerk II (Infrastructure)	\$28.35	\$28.78	\$29.21	\$29.79

903B1	Account Clerk III (Enmax Center)	\$33.62	\$34.12	\$34.63	\$35.32
903B	Account Clerk III (Finance)	\$33.62	\$34.12	\$34.63	\$35.32
903B2	Account Clerk III (Infrastructure)	\$37.95	\$38.52	\$39.10	\$39.88
904B	Account Clerk IV (Assessment)	\$35.30	\$35.83	\$36.37	\$37.10
903B3	Accounting Technician (Finance)	\$33.62	\$34.12	\$34.63	\$35.32
909B3	Accounts Payable Tech	\$33.62	\$34.12	\$34.63	\$35.32
930A	Accreditation Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
907A4	Administrative Assistant (Community Development)	\$29.81	\$30.26	\$30.71	\$31.32
912Z	Administrative Analyst (LRPS)	\$37.95	\$38.52	\$39.10	\$39.88
MR923	AM/FM System Administrator	\$55.83	\$56.67	\$57.52	\$58.67
900E	Appraiser In Training	\$31.25	\$31.72	\$32.20	\$32.84
904A2	ARB Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
900C	Archival Analyst	\$28.35	\$28.78	\$29.21	\$29.79
910A	Archives Assistant	\$29.81	\$30.26	\$30.71	\$31.32
902J	Archivist/Records Analyst	\$41.83	\$42.46	\$43.10	\$43.96
MR910-1	Assessor I	\$42.78	\$43.42	\$44.07	\$44.95
MR910-2	Assessor II	\$49.52	\$50.26	\$51.01	\$52.03
970A1	Asset Management Analyst - Systems	\$35.30	\$35.83	\$36.37	\$37.10
970D	Asset Management Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
970C	Asset Mgt Business Analyst	\$37.95	\$38.52	\$39.10	\$39.88
970A	Asst Mgt Planner	\$41.83	\$42.46	\$43.10	\$43.96
902A1	Building Inspections & Development Services Clerk	\$29.81	\$30.26	\$30.71	\$31.32
910K	Business Waste Diversion Coordinator	\$46.03	\$46.72	\$47.42	\$48.37
902Z	Case Management Analyst	\$31.25	\$31.72	\$32.20	\$32.84
908A2	Cemetery Office Administrator	\$33.62	\$34.12	\$34.63	\$35.32
902M	Census & Election Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
901Z5	CIS Admin Support	\$33.62	\$34.12	\$34.63	\$35.32
902A2	Clerk II (Enmax)	\$27.69	\$28.11	\$28.53	\$29.10
903A2	Clerk III (ERC)	\$28.35	\$28.78	\$29.21	\$29.79
907A2	Clerk III (Public Operations)	\$29.81	\$30.26	\$30.71	\$31.32
907A3	Clerk III (Tenders)	\$29.81	\$30.26	\$30.71	\$31.32
904A5	Clerk IV (CID Technician)	\$33.62	\$34.12	\$34.63	\$35.32
904A	Clerk IV (Electric Operations)	\$27.69	\$28.11	\$28.53	\$29.10
904A4	Clerk IV (Event/Admin Asst-Mayor)	\$33.62	\$34.12	\$34.63	\$35.32
906A	Clerk Typist II (HSCC)	\$25.72	\$26.11	\$26.50	\$27.03
907A	Clerk Typist III (Business License)	\$29.81	\$30.26	\$30.71	\$31.32
903A3	Clerk Typist III (Bylaw Clerk)	\$28.35	\$28.78	\$29.21	\$29.79
907A1	Clerk Typist III (Cemetery)	\$31.25	\$31.72	\$32.20	\$32.84
966A	Clerk-Typist II - Relief	\$25.72	\$26.11	\$26.50	\$27.03
905K	Climate Adaptation & Environmental Sustainability Specialist	\$37.95	\$38.52	\$39.10	\$39.88
902G	Comm and Social Devel. Event and Grant Support	\$39.83	\$40.43	\$41.04	\$41.86
962B	Comm Serv Grant and Agreement Technician	\$35.30	\$35.83	\$36.37	\$37.10
906G	Community Planner I	\$37.95	\$38.52	\$39.10	\$39.88
908A1	Community Services Assistant	\$28.35	\$28.78	\$29.21	\$29.79
908E	Community Services Records and Information Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
903L	Corporate Account Support	\$28.35	\$28.78	\$29.21	\$29.79
908G	Corporate Land Administrator	\$46.03	\$46.72	\$47.42	\$48.37
928A1	Corporate Mail Room Coordinator	\$25.72	\$26.11	\$26.50	\$27.03
906R	Corporate Records Centre Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
903B4	Corporate Services Accounting Tech	\$33.62	\$34.12	\$34.63	\$35.32
900B	Corporate Services Buyer	\$35.30	\$35.83	\$36.37	\$37.10
911A	Council Committee Assistant	\$29.81	\$30.26	\$30.71	\$31.32
912A	Councillor's Administrative Assistant	\$31.25	\$31.72	\$32.20	\$32.84
901Q	Courier	\$28.35	\$28.78	\$29.21	\$29.79

901Z1	CPIC Technician	\$33.62	\$34.12	\$34.63	\$35.32
911Z	Crime Analyst	\$41.83	\$42.46	\$43.10	\$43.96
911Z1	Criminal Intelligence Analyst	\$41.83	\$42.46	\$43.10	\$43.96
907C	CSD Outcome and Reporting Support	\$31.25	\$31.72	\$32.20	\$32.84
901G	CSD Project Assistant	\$33.62	\$34.12	\$34.63	\$35.32
906B	Customer Account Cashier	\$28.35	\$28.78	\$29.21	\$29.79
909B	Customer Acct Clerk II (Asmt)	\$31.25	\$31.72	\$32.20	\$32.84
909B1	Customer Acct Clerk II (EMS Asst)	\$28.35	\$28.78	\$29.21	\$29.79
MR918	Database Administrator II	\$50.62	\$51.38	\$52.15	\$53.19
MR917	DB Analyst	\$45.54	\$46.22	\$46.91	\$47.85
904D	Development Compliance Officer	\$39.83	\$40.43	\$41.04	\$41.86
MR904	Development Officer I	\$45.28	\$45.96	\$46.65	\$47.58
MR928	Development Officer II	\$54.89	\$55.71	\$56.55	\$57.68
971P	Development Permit Tech	\$37.95	\$38.52	\$39.10	\$39.88
901F	Development Services Assistant	\$31.25	\$31.72	\$32.20	\$32.84
901J1	Display Artist (Galt Museum)	\$35.30	\$35.83	\$36.37	\$37.10
901J	Display Artist (HSCC)	\$33.62	\$34.12	\$34.63	\$35.32
941A	Elec AM/FM Programmer Technologist	\$37.95	\$38.52	\$39.10	\$39.88
996A	Electric Accounting Support	\$37.95	\$38.52	\$39.10	\$39.88
MR921	Electric Distribution Proj Coord	\$48.20	\$48.92	\$49.65	\$50.64
MR929	Electric GIS & Asset Systems Anayst	\$50.79	\$51.55	\$52.32	\$53.37
920A	Electric Metering Clerk	\$28.35	\$28.78	\$29.21	\$29.79
916A	Electric Support Clerk	\$27.69	\$28.11	\$28.53	\$29.10
MR922	Electric Transmission Technologist	\$48.20	\$48.92	\$49.65	\$50.64
902A3	EMS Operations Admin Assistant	\$29.81	\$30.26	\$30.71	\$31.32
902H2	Engineering Assistant - Transporation Technologist	\$33.62	\$34.12	\$34.63	\$35.32
905E	ENMAX Centre Events Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
933A	ENMAX Centre Sales Representative	\$35.30	\$35.83	\$36.37	\$37.10
909A	Facility Services Admin Support Clerk	\$31.25	\$31.72	\$32.20	\$32.84
909A	Facility Services Technician	\$29.81	\$30.26	\$30.71	\$31.32
927A	FDM Systems Administrator	\$39.83	\$40.43	\$41.04	\$41.86
964B2	Finance Tech (Benefits)	\$35.30	\$35.83	\$36.37	\$37.10
964B	Finance Technician	\$37.95	\$38.52	\$39.10	\$39.88
964B	Finance Technician (Asset Mgt Analyst)	\$35.30	\$35.83	\$36.37	\$37.10
926A	Fire & EMS Finance and Admin Assistant	\$33.62	\$34.12	\$34.63	\$35.32
967A	Fire and EMS Admin Support	\$29.81	\$30.26	\$30.71	\$31.32
MR927	Fire Sr. Systems Business Analyst	\$45.26	\$45.94	\$46.63	\$47.56
901A	Fleet Admin Support	\$25.72	\$26.11	\$26.50	\$27.03
904A1	Fleet Administration Coordiantor	\$41.83	\$42.46	\$43.10	\$43.96
964C	Fleet Analyst	\$37.95	\$38.52	\$39.10	\$39.88
902F	Fleet Customer Service Representative	\$27.69	\$28.11	\$28.53	\$29.10
904H	Fleet Equipment Specialist	\$35.30	\$35.83	\$36.37	\$37.10
904Z	Forensic Identification Technician	\$33.62	\$34.12	\$34.63	\$35.32
902W	Fort Whoop-Up Site Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
901B	Galt Facility Rental Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
901C	Galt Museum Admin Assistant	\$27.69	\$28.11	\$28.53	\$29.10
921H	GeoSpatial Systems Technologist	\$37.95	\$38.52	\$39.10	\$39.88
921G	GIS Technologist - Planning and Development	\$37.95	\$38.52	\$39.10	\$39.88
MR901	GIS/Web Developer	\$52.33	\$53.11	\$53.91	\$54.99
913B	GST Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
MR903A	Housing First Coordinator	\$51.14	\$51.91	\$52.69	\$53.74
925A1	HR Admin and Data Support	\$31.25	\$31.72	\$32.20	\$32.84
966H	HR Project Assistant	\$28.35	\$28.78	\$29.21	\$29.79
913H	Infrastructure Construction and Survey Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
902H1	Infrastructure Engineering Student Level II	\$29.81	\$30.26	\$30.71	\$31.32

MR911-1	Inspector - SCO Entry Level	\$39.76	\$40.36	\$40.97	\$41.79
MR911-2	Inspector - SCO I	\$43.92	\$44.58	\$45.25	\$46.16
MR911-3	Inspector - SCO II	\$47.50	\$48.21	\$48.93	\$49.91
MR911-4	Inspector - SCO III	\$51.63	\$52.40	\$53.19	\$54.25
915B	Insurance and Claims Analyst	\$41.83	\$42.46	\$43.10	\$43.96
912D	IT Business Analyst	\$41.83	\$42.46	\$43.10	\$43.96
MR905-2	IT Business Technology Coordinator	\$55.21	\$56.04	\$56.88	\$58.02
919D	IT Customer Support Technician	\$35.30	\$35.83	\$36.37	\$37.10
MR905-3	IT Infrastructure Coordinator	\$55.21	\$56.04	\$56.88	\$58.02
MR933	IT Project Manager	\$54.54	\$55.36	\$56.19	\$57.31
MR905-1	IT Service Coordinator	\$55.21	\$56.04	\$56.88	\$58.02
914H	Junior Electrical Technologist	\$37.95	\$38.52	\$39.10	\$39.88
911G	Land Dev. Project Administrator	\$46.03	\$46.72	\$47.42	\$48.37
912H	Land Development Assistant	\$29.81	\$30.26	\$30.71	\$31.32
909G	Land Sales Assistant	\$29.81	\$30.26	\$30.71	\$31.32
923A	Legislative Meeting and Project Support Technician	\$29.81	\$30.26	\$30.71	\$31.32
903G	Legislative Services Assistant	\$31.25	\$31.72	\$32.20	\$32.84
904W	Liaison and Support Services Specialist	\$39.83	\$40.43	\$41.04	\$41.86
900Z	LPS Civilian Fingerprint Tech	\$27.69	\$28.11	\$28.53	\$29.10
930A1	LPS HR Administrative Assistant	\$31.25	\$31.72	\$32.20	\$32.84
930A2	LPS Training Unit Admin Assistant	\$31.25	\$31.72	\$32.20	\$32.84
919E	LRPS - IT Service Desk Support Technician I	\$35.30	\$35.83	\$36.37	\$37.10
901Z4	LRPS Alternative Reporting Technician	\$33.62	\$34.12	\$34.63	\$35.32
964B5	LRPS Finance Technician	\$37.95	\$38.52	\$39.10	\$39.88
919E1	LRPS Network Support Technician	\$37.95	\$38.52	\$39.10	\$39.88
930B	LRPS Policy Analyst	\$33.62	\$34.12	\$34.63	\$35.32
MR905	LRPS Senior System Analyst	\$55.21	\$56.04	\$56.88	\$58.02
MR931	LRPS Systems Administrator	\$48.32	\$49.04	\$49.78	\$50.78
910J	Marketing & Communications Officer	\$33.62	\$34.12	\$34.63	\$35.32
980B	Materials and Services Coordinator	\$41.83	\$42.46	\$43.10	\$43.96
908M	Museum Attendant	\$25.72	\$26.11	\$26.50	\$27.03
904J	Museum Collection Technician	\$37.95	\$38.52	\$39.10	\$39.88
903J	Museum Curator	\$41.83	\$42.46	\$43.10	\$43.96
901V	Museum Program Administrator	\$35.30	\$35.83	\$36.37	\$37.10
902V	Native Interpreter	\$25.72	\$26.11	\$26.50	\$27.03
903K1	Neighborhood Support Coordinator	\$37.95	\$38.52	\$39.10	\$39.88
936H	Network Support Technician I	\$37.95	\$38.52	\$39.10	\$39.88
939H	Network Systems Admin (Corporate)	\$48.32	\$49.04	\$49.78	\$50.78
914k	Parking Coordinator	\$41.83	\$42.46	\$43.10	\$43.96
908Q	Parks Infrastructure Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
909Q	Parks Natural Resource Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
902Q	Parks Project Management Tech	\$31.25	\$31.72	\$32.20	\$32.84
916B	Payroll Technician	\$31.25	\$31.72	\$32.20	\$32.84
971A	Permit Technician	\$37.95	\$38.52	\$39.10	\$39.88
909Z	Photo Radar Enforcement Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
912G	Planner II	\$48.32	\$49.04	\$49.78	\$50.78
909X	Planner/Scheduler	\$41.83	\$42.46	\$43.10	\$43.96
963B	Planning and Development Office and Accounting Support	\$33.62	\$34.12	\$34.63	\$35.32
972D(1)	Planning and Development Tech - Level I	\$29.81	\$30.26	\$30.71	\$31.32
972D(2)	Planning and Development Tech - Level II	\$37.95	\$38.52	\$39.10	\$39.88
972D(3)	Planning and Development Tech - Level III	\$39.83	\$40.43	\$41.04	\$41.86
901Z	Police Administrative Support (formerly 901Z2)	\$33.62	\$34.12	\$34.63	\$35.32
907Z	Police Exhibits Technician	\$35.30	\$35.83	\$36.37	\$37.10
910Z1	Police Information Specialist	\$35.30	\$35.83	\$36.37	\$37.10

929A	Police Quartermaster Stores Clerk	\$35.30	\$35.83	\$36.37	\$37.10
902Z1	Police Records Management Quality Assurance Clerk	\$35.30	\$35.83	\$36.37	\$37.10
MR934	Property Services Services Bus. Support Coord	\$48.99	\$49.72	\$50.47	\$51.48
MR930	Property Services System Analyst	\$45.31	\$45.99	\$46.68	\$47.61
924A	Pub Ops Accounting Support	\$35.30	\$35.83	\$36.37	\$37.10
901K	Public Operations Training Programmer	\$29.81	\$30.26	\$30.71	\$31.32
914A	Rec and Culture Customer Service Administrator	\$35.30	\$35.83	\$36.37	\$37.10
900R	Records and Information Analyst	\$39.83	\$40.43	\$41.04	\$41.86
902A	Records Clerk - Clerk II	\$29.81	\$30.26	\$30.71	\$31.32
910Z	Records Mgmt Supervisor (FOIP)	\$37.95	\$38.52	\$39.10	\$39.88
916C	Records technician	\$28.35	\$28.78	\$29.21	\$29.79
915A	Recreation and Culture Facility Programmer	\$35.30	\$35.83	\$36.37	\$37.10
907W	Recreation and Culture Technician	\$35.30	\$35.83	\$36.37	\$37.10
907B	Revenue Collection Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
930H	Right of Way Coordinator	\$39.83	\$40.43	\$41.04	\$41.86
903A	Safety Administrative Clerk	\$29.81	\$30.26	\$30.71	\$31.32
905B1	Senior Accounting Tech (Finance)	\$35.30	\$35.83	\$36.37	\$37.10
MR920	Senior Electrical Technologist	\$56.87	\$57.72	\$58.59	\$59.76
964B4	Senior Finance Tech (Comm Serv)	\$37.95	\$38.52	\$39.10	\$39.88
MR924	Senior Project Administrator	\$48.35	\$49.08	\$49.82	\$50.82
MR911-5	Senior SCO	\$55.80	\$56.64	\$57.49	\$58.64
928A	Senior Secretarial Assistant	\$31.25	\$31.72	\$32.20	\$32.84
968A1	Senior Secretarial Assistant (Fire HQ)	\$31.25	\$31.72	\$32.20	\$32.84
923E	Senior Time and Labour Tech	\$35.30	\$35.83	\$36.37	\$37.10
911H	Sewer & Water Technologist	\$41.83	\$42.46	\$43.10	\$43.96
905J	Special Events/Volunteer Coord.	\$33.62	\$34.12	\$34.63	\$35.32
MR932	Sr. Electric Transmission tech	\$50.18	\$50.93	\$51.69	\$52.72
907Q	Storm Pond OperationsTech	\$37.95	\$38.52	\$39.10	\$39.88
907F	Subdivision Planner I	\$37.95	\$38.52	\$39.10	\$39.88
MR903	Support Services Coordinator	\$51.14	\$51.91	\$52.69	\$53.74
907D	Systems Analyst I	\$37.95	\$38.52	\$39.10	\$39.88
MR909	Systems Analyst II	\$45.54	\$46.22	\$46.91	\$47.85
MR902	Systems Analyst III	\$52.58	\$53.37	\$54.17	\$55.25
905A	Technical Documents Coordinator (Electric)	\$29.81	\$30.26	\$30.71	\$31.32
938H	Telecommunication Technician	\$46.03	\$46.72	\$47.42	\$48.37
905G	Tempest Land Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
900F	Tempest Tech	\$33.62	\$34.12	\$34.63	\$35.32
913A	Ticket Centre Coordinator	\$35.30	\$35.83	\$36.37	\$37.10
913C	Ticket Centre Customer Service Coordinator	\$33.62	\$34.12	\$34.63	\$35.32
912C	Ticket Centre Liaison	\$25.72	\$26.11	\$26.50	\$27.03
914C	Ticket Centre New Media Design tech	\$35.30	\$35.83	\$36.37	\$37.10
913G	Ticket Centre Technician	\$33.62	\$34.12	\$34.63	\$35.32
922E	Time & Labour Technician	\$33.62	\$34.12	\$34.63	\$35.32
908H	Traffic Technician	\$39.83	\$40.43	\$41.04	\$41.86
901L	Training and Development Assistant	\$25.72	\$26.11	\$26.50	\$27.03
902D	Transit Admin Clerk	\$29.81	\$30.26	\$30.71	\$31.32
903M	Transit Admin Support Clerk	\$31.25	\$31.72	\$32.20	\$32.84
903D	Transit Customer Service and Admin Support	\$28.35	\$28.78	\$29.21	\$29.79
920T	Transit Data Analyst	\$33.62	\$34.12	\$34.63	\$35.32
921T	Transit GIS & Applications Specialist	\$37.95	\$38.52	\$39.10	\$39.88
902N	Treatment Plant Administrative Assistant	\$29.81	\$30.26	\$30.71	\$31.32
929H	Urban Construction Inspector	\$39.83	\$40.43	\$41.04	\$41.86
911B	Utility Accounts Collector	\$33.62	\$34.12	\$34.63	\$35.32
965B	Utility Analyst	\$39.83	\$40.43	\$41.04	\$41.86
910C	Utility Customer Care & Collections Coordinator	\$41.83	\$42.46	\$43.10	\$43.96

910B	Utility Customer Service Representative	\$31.25	\$31.72	\$32.20	\$32.84
921C	Utility Customer Service Technician	\$39.83	\$40.43	\$41.04	\$41.86
921B	Utility Project Technician Electric	\$39.83	\$40.43	\$41.04	\$41.86
MR926	Utility Services Systems Administrator	\$55.83	\$56.67	\$57.52	\$58.67
908B	Utility Systems Programmer-Analyst	\$41.83	\$42.46	\$43.10	\$43.96
MR900	Utility Systems Specialist	\$50.79	\$51.55	\$52.32	\$53.37
MR910-3	Valuation Coordinator	\$46.16	\$46.85	\$47.55	\$48.50
910V	Victim Services Admin assistant	\$31.25	\$31.72	\$32.20	\$32.84
909V	Victim Services File Admin	\$28.35	\$28.78	\$29.21	\$29.79
902L	Visitor Services Coordinator (galt)	\$33.62	\$34.12	\$34.63	\$35.32
910H	W&R Comm Initiatives & Education Specialist	\$39.83	\$40.43	\$41.04	\$41.86
906H	W&R Technologist	\$37.95	\$38.52	\$39.10	\$39.88
911H1	W&WW Construction Corodinator	\$41.83	\$42.46	\$43.10	\$43.96
921W	W&WW GIS/CMMS Technologist	\$37.95	\$38.52	\$39.10	\$39.88
920W	W&WW Project Technologist	\$37.95	\$38.52	\$39.10	\$39.88
902H	Waste and Recycling Technician	\$35.30	\$35.83	\$36.37	\$37.10
909H	Waste Diversion Technician	\$31.25	\$31.72	\$32.20	\$32.84
909X1	WWTP Planner/Scheduler/Purchaser	\$39.83	\$40.43	\$41.04	\$41.86
960B	WWW Analyst	\$37.95	\$38.52	\$39.10	\$39.88
904K	WWW Communications & Outreach Specialist	\$37.95	\$38.52	\$39.10	\$39.88

**In the case of any discrepancies or omissions the master list in Human Resources will take precedence**

**LETTER OF UNDERSTANDING #1  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

**RE: PART-TIME ENMAX EMPLOYEES**

This letter of understanding is intended to apply to permanent part-time and non-permanent part-time CUPE employees at the Enmax Centre. The Enmax Centre is experiencing a period of growth and transition of both its operations and staffing requirements. As such there is a mutual desire to be able to offer part-time staff the opportunity to work additional hours in different positions at the Enmax Centre. This would allow part-time staff the opportunity to increase their hours while providing the necessary staffing levels to meet operational demands.

As such, it is agreed that part-time employees at the Enmax Centre will be allowed to work in multiple jobs within the Enmax Centre subject to the following conditions:

- Part-time employees working multiple jobs will be paid the regular rate of pay for the work being done even if the rate is lower than their zero record
- Clauses 13.03(b) and 14.02 will not apply under these circumstances for these employees
- Maximum hours for permanent part-time employees as stated in Letter of Understanding 1 paragraph (d) will also not apply under these circumstances for these employees
- Overtime will only apply if an employee works more than seventy-five (75) hours (inside) and eighty (80) hours (outside), bi-weekly and will be paid at the employee's zero record

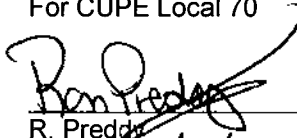
Signed this 10 of December, 2018

For the City of Lethbridge

For CUPE Local 70



P. Rocca



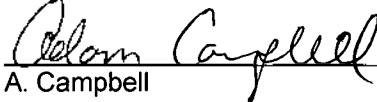
R. Preddy



G. Anderson



T. Joblonkay



A. Campbell



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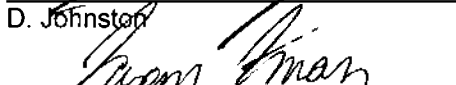
S. Gouw



C. Lastiwka



D. Johnston



J. Knorr

**LETTER OF UNDERSTANDING #2  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

**Shift Workers  
Lethbridge Police Service - Records Management Section**

The following provisions apply to those employees working in the Records Management Section who are on 11 hour rotating shift schedules. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

- 1) The hours of work shall be scheduled to follow the Patrol shifts that are presently starting at either 7:00 am or 7:00 pm and run for 12 hours per shift. The regular paid hours of work for the Records Management Section shall be 11 hours per shift in accordance with a posted shift schedule, averaging 44 hours per week over the complete cycle of a shift rotation. The shifts will be covered by 4 teams working 11 hour shifts on a 4 on 4 off rotation.
- 2) All employees will be paid 11 hours per shift and are required to take a 1 hour unpaid lunch break and shall be permitted 2 – 15 minute coffee breaks. Coffee and lunch breaks will be taken during (not at the beginning or end of) their shifts. The manager/supervisor has the final determination of when breaks and lunch are taken should there be any confusion.
- 3) Shift Staff workers will get paid only for hours actually worked. Shift Staff workers will NOT be on guaranteed hours (equalization of pay). This will create fluctuations in each pay period.

4) **Overtime**

Overtime will only be paid when an employee works in excess of 11 hours on each work shift or on an employee's hours of work in excess of 44 hours in the work week. A work week will start and end based on the payroll week which runs Wednesday to Tuesday.

**Non-Permanent** – Non-permanent employees may work up to 44 hours in a work week based on a combination of 7.5 hour shifts and 11 hour shifts. Overtime will be based on working in excess of their scheduled shifts. Overtime will be paid when working in excess of a scheduled 7.5 hour shift or in excess of an 11 hour shift or when working more than 44 hours in a work week. A work week will start and end based on the payroll week which runs Wednesday to Tuesday.

5) **Vacation – Permanent Employees**

A day of vacation is equivalent to 7.5 hours of paid time off. A week of vacation entitlement is equivalent to 37.5 hours of paid time off as under the 7.5 hour shift schedule (Section 17.0). For example, an employee with 15 days / 3 weeks' vacation is entitled to 112.5 hours of vacation. Vacation entitlements are based on a 1950 hour year.

If a Records Management Section shift worker does not work a minimum of 1950 hours per calendar year, their vacation entitlement in the following year may be reduced based on their actual hours worked. Time off without pay will not be counted toward hours worked and may affect both seniority and vacation entitlement.

Non-permanent employee's vacation entitlement will follow the CUPE Local 70 Collective Agreement section 17.06.

6) **General Holidays**

a) **Permanent Employees**

RMS General Holidays are paid out at 7.5 hours as per the Collective Agreement. The only time a General Holiday entitlement can be banked is if it falls on the employee's regular scheduled day off (lieu day). This is the General Holiday entitlement that employees are given in recognition of the General Holiday. Employees scheduled to work receive the General Holiday entitlement, as well as all hours worked at double time, and these hours are not eligible to be banked. For added clarity, if an employee is scheduled to work and gets an approved day off, the general holiday entitlement is still NOT bankable because it was a regularly scheduled shift.

Those employees working the 11 hours shift and the scheduled shift falls either into or outside of the general holiday with partial hours worked on the general holiday, will be split as 4.5 and 6.5.

For example a night shift that starts the day before the general holiday and falls into the general holiday would be 4.5 hours (day before the general holiday) and 6.5 hours (day of the general holiday).

If an employee is taking the entire shift off using vacation – then the entire shift is keyed as 11 hours and the general holiday entitlement is added as additional time paid.

b) **Non-Permanent Employees**

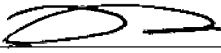
Non-permanent stat entitlement is based on a calculation of hours worked. Under normal circumstances, these employees would never get the stat day off unless it happened to fall on a day off. Non-permanent employees cannot take lieu days or bank their stat entitlement if it falls on a day off

- 7) All benefits such as, but not limited to, life insurance, pension and sick leave benefits are based on 1950 hours.
- 8) Should the Shift Schedule change and or is discontinued, the employees would revert to the normal 37.5 work week as per the existing collective agreement.

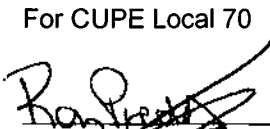
Signed this 10 of December, 2018

For the City of Lethbridge

For CUPE Local 70

  
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P. Rocca

  
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R. Preddy

  
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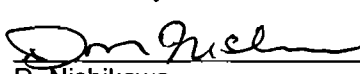
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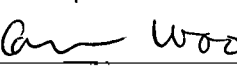
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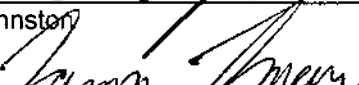
  
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**LETTER OF UNDERSTANDING #3  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

RE: STANDBY FOR INSIDE CORPORATE IT DEPARTMENT EMPLOYEES

This letter of understanding is intended to apply to inside Corporate IT Department CUPE employees, who take standby assignments to support City projects or events that occur outside of regular working hours.

It is agreed that standby assignments will be on a voluntary basis and subject to the following provisions:

1. Standby Hours:

- Monday to Friday – 4:30 p.m. to 11:00 p.m.
- Saturday/Sunday/Holidays DAYTIME – 8:00 a.m. to 4:30 p.m.
- Saturday/Sunday/Holidays EVENING – 4:30 p.m. to 11:00 p.m.

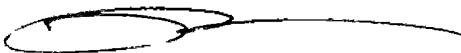
2. Flat Rate for Standby Assignments:

The flat rate will be based on one (1) hour double (2X) time at the standby rate of pay for each weekday, Monday to Friday. The standby rate of pay will be based on 1.5 hours double (2X) time at the standby rate for each daytime or evening assignment for each weekend day (Saturday and Sunday) and each General Holiday.

Unless otherwise stated in this letter, the remainder of Article 12.00 - Standby will apply.

Signed this 10 of December, 2018

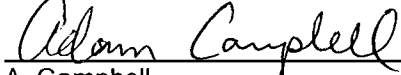
For the City of Lethbridge



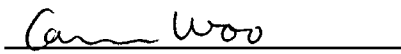
P. Rocca



G. Anderson



A. Campbell



C. Woo



C. Lastiwka

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For CUPE Local 70



R. Preddy



T. Joblonkay



D. Nishikawa



S. Gouw



D. Johnston



J. Knorr

**LETTER OF UNDERSTANDING #4  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

**RE: FLEET SERVICES BUSINESS CHANGE (INSIDE WORKERS)**

(9<sup>th</sup> Revision, December 10, 2018)

Business changes within Fleet Services has required that a different and new work week be implemented to aid in facilitating those changes. This letter of understanding outlines the regulations required to ensure the fair and equitable treatment of employees, fiscal responsibility of the Corporation and Exemplary Customer and Public Service.

1. The commencement date of these regulations will be March 2, 2016. Effective January 9, 2017, the schedule has been further revised as per Section 2 of this Letter of Understanding.
2. Hours of work shall be seven days per week utilizing two work rotations. Each rotation is divided into two shifts. The first shift will be from 6:00 a.m. to 6:00 p.m. Monday through Thursday. The second shift will be from 10:00 a.m. to 10:00 p.m. Monday through Thursday. Hours of work on Friday for both shifts will be 6:00 a.m. to 8:00 p.m. Weekend hours of work will be 6:00 a.m. to 4:00 p.m regardless of which shift an employee is on.
3. The start time of employees will change every two weeks and each 2 week cycle will provide for 80 hours of pay for each employee based on the City of Lethbridge Pay Periods. The 2/3/2 schedule was voted on and selected by employees. This new schedule will ensure that Fleet is open 16 hours per day Monday to Friday and 10 hours per day on Saturday and Sunday. These shifts will be in effect until further notice and will be evaluated on an ongoing basis by Management and CUPE. A formal review will be held between management and CUPE by December 31, 2018. CUPE and Management will have the ability to make revisions prior to this date if both parties feel it's necessary due to any reason.
4. All requests to modify an employee's work schedule will require approval of Fleet Management.
5. For permanent employees, all vacation time shall be calculated and submitted in terms of hours, rather than days. Employees should strive to submit their RFL's with as much notice as possible so as to have the best chance to receive approval
6. Employees will be entitled to 4 - 15 minute paid rest periods per 12 hour shift worked. These rest periods may be combined so long as they do not exceed 60 minutes and must be mutually agreed upon. Rest periods will be staggered so both shifts of a rotation are not on break at the same time.
7. All General paid holidays will be recognized as per the current collective agreement for shift workers (section 16.05). General paid holidays shall be recognized as per section 16.01 of the collective agreement and in accordance with Alberta Employment Standards (details below). If a permanent employee's scheduled day of work falls on a General paid holiday, they will be paid 12 hours at regular time for a weekday (Monday to Friday) and 10 hours regular time for a weekend (Saturday, Sunday) Permanent employees not scheduled to work on the same General paid holiday will be provided 8 hours of General holiday pay which will be banked at regular time. If a non-permanent employee's scheduled day of work falls on a General paid holiday, they will be paid 8 hours or pro-rated based on

the number of hours worked in the pay period at regular time. For eligible non-permanent employees, this may be topped up with banked time or annual vacation at the employee's discretion.

The following General paid holidays will be recognized for the remainder of the 2019 calendar year:

New Years Day – Tuesday, January 1  
Family Day – Monday, February 18  
Good Friday – Friday, April 19  
Easter Monday – Monday, April 22  
Victoria Day – Monday, May 20  
Canada Day – Monday, July 1  
Heritage Day – Monday, August 5  
Labour Day – Monday, September 2  
Thanksgiving Day – Monday, October 14  
Remembrance Day – Monday, November 11  
Christmas Day – Wednesday, December 25  
Boxing Day – Thursday, December 26

8. All employees on the same shift will start work at the same time.
9. All overtime must be pre-approved by management.
10. The shop foreman work a 5/4/5 work schedule. This schedule will allow both foreman to oversee all shop employees and will provide continuity to the work group. This schedule was requested by the foreman and fit with business needs. Shop foreman are required during core business hours and will always begin their shift at 6:00am.
11. Fleet Services is currently undergoing a pilot program. Hours of work will be 7 days per week utilizing one work rotation. Each rotation is a single shift. Shifts will be 6am to 6pm Monday through Friday. Weekend hours will be 6am to 4pm for all employees covered under this letter of understanding. This will be on a trial basis. If there is a decision to go back to the original schedule outlined in section 2, Management will advise CUPE and provide 30 days' notice.
12. NIGHT SHIFTS - Fleet Services is currently undergoing an additional pilot program (trial period for 2 years, with possible extension). Hours of work will be 7 days per week utilizing two shift work rotations. Each rotation is a night shift. Night shift rotations shall mirror existing day shift rotations (ie. 2 nights on, 2 nights off, 3 nights on, 2 nights off, 2 nights on, 3 nights off). Shifts will be 6pm to 6am Monday through Friday. All night shift positions will be filled through job postings and will be included in the offer letter of employment. Weekend hours will be 4pm to 2am for one rotation and 8 pm to 6 am for all employees who have agreed to work these hours and covered under this letter of understanding. For all General Holidays, the holiday is to be recognized as per the requirements of the Collective Agreement and this Letter of Understanding. Employees scheduled to work the day before the General Holiday will work up to midnight when their shift will end. If the scheduled day of work starts on the General Holiday, the employee will not commence work until Midnight following the General Holiday. Permanent employees not scheduled to start their shift on the General paid holiday will be provided 8 hours of General holiday pay which will be banked at regular time. Unless otherwise approved by Management, there shall be no working on General Holidays. Compensation for General holidays will be in accordance per Section 7. The following will apply:

- a. Work Day before General Holiday - Weekday
  - i. Employees work until Midnight
    1. Work 6 p.m. – 12:00 a.m. (Regular Time)
    2. Off 12:00 a.m – 6 a.m (General Holiday Pay plus 6 hours Top Up)
- b. Employees work starts on General Holiday – Weekday
  - i. Employees do not start work until midnight at end of General Holiday
    1. Off 6 p.m. – 12:00 a.m. (General Holiday Pay plus 6 hours Top Up)

2. Work 12:00 a.m. – 6 a.m. (Regular Time)

c. Employees work day before General Holiday - Weekend

i. Employees work until Midnight

1. 4 p.m. to 2 a.m. Shift

a. Work 4 p.m. - 12:00 a.m. (Regular Time)

b. Off 12 a.m. to 2:00 a.m. (General Holiday Pay plus 2 hours Top Up)

2. 8 p.m. – 6 a.m. Shift

a. Work 8 p.m. – 12:00 a.m. (Regular Time)

b. Off 12 a.m. to 6 a.m. (General Holiday Pay plus 6 hours Top Up)

d. Employees work starts on General Holiday - Weekend

i. Employees do not start work until midnight at end of General Holiday

1. 4 p.m. to 2 a.m. Shift

a. Off 4 p.m. - 2:00 a.m. (General Holiday Pay plus 10 hours Top Up)

2. 8 p.m. – 6 a.m. Shift

a. Off 8 p.m. – 12:00 a.m. (General Holiday Pay plus 4 hours Top Up)

b. Work 12 a.m. to 6 a.m. (Regular Time)

13. This will be on a trial basis. If there are further changes to the night shift hours or rotation, Management will advise CUPE and provide 30 days' notice. Per item 3 above, a formal review will be held between management and CUPE by December 31, 2018. CUPE and Management will have the ability to make revisions prior to this date if both parties feel it's necessary due to any reason.


Signed this 10 of December, 2018

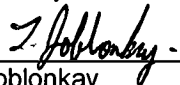
For the City of Lethbridge


For CUPE Local 70


  
P. Rocca

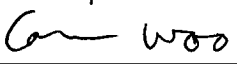
  
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J. Knorr

**LETTER OF UNDERSTANDING #5**

**AIRPORT EMPLOYEES**

BETWEEN

**The City of Lethbridge**  
(hereinafter called the "Employer")

- AND -

**Canadian Union of Public Employees, Local 70**  
**RE: AIRPORT EMPLOYEES** (hereinafter called the "Union")

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PREAMBLE

The Employer and the Union agree that in general, the provisions contained in the current collective agreement between the parties will apply to employees of the Airport who will be members of CUPE Local 70 effective July 1, 2019.

The Employer and the Union agree to work together to review and resolve issues or conflicts arising from this Letter of Understanding and the current collective agreement.

This Letter of Understanding will take precedence over any other article or clause in the collective agreement as it relates to Airport employees.

Airport employees will not have seniority rights for the purposes of job selection or promotion or layoff outside of the Airport positions. Furthermore, all other CUPE employees outside of the Airport will not be entitled to exercise their seniority rights for the purposes of job selection or promotion or layoffs with respect to any Airport position.

Airport employees will not have access to the following collective agreement items:

- Article 33 – Classifications. Any work related to job evaluation/classification and pay will be completed independently from the requirements of the collective agreement
- Article 10 - Hours of work and work schedule provisions
- Clause 11.04 – Callout provisions
- Article 12 - Standby and emergency callout provisions

Effective July 1, 2019, Airport employees will have their vacation entitlements and balances transferred to the Employer from Lethbridge County. Further progressions in the vacation entitlement schedule will be in accordance with the current collective agreement. For the purposes of vacation entitlement, the Employer will recognize all prior service with the Airport.

Airport employees will be entitled to the negotiated Cost of Living increases under the current Union collective agreement.

Any applicable Provincial or Federal legislation will take precedence over the provisions of this letter and the current collective agreement.

## HOURS OF WORK

### *Airfield Maintenance Specialist:*

Subject to the provisions set out concerning annual vacation, General Holidays and illness and injury, the following shall be the regular hours of work:

- a) Employees shall be scheduled four (4) continuous days, normally eleven and one-half (11.5) continuous hours per day, not more than forty-six (46) hours per eight (8) days followed by a rest period of four (4) continuous days for a total of forty (40) hours per week averaged over each 8-week period. Two (2) balancing shifts of ten and one-half (10.5) continuous hours shall be scheduled in each eight (8) week period. There shall be a break of one-half (½) hour within each 5 consecutive hours of the shift. One break shall be unpaid and the second paid at the regular rate.
- b) Any changes to starting and finishing times will be posted at least fourteen (14) days in advance of the starting dates of the new schedule and will remain in effect for not less than twenty-eight (28) days, where practical.

### *Airfield Electrician and Heavy Duty Mechanic:*

Subject to the provisions set out concerning annual vacation, General Holidays and illness and injury, the following shall be the regular hours of work:

- a) Employees shall be scheduled five (5) continuous days, eight (8) continuous hours per day for a total of forty (40) hours per week. The regular workday schedule shall commence no earlier than 4:00 a.m., nor end later than 12:00 a.m. There shall be a lunch break of one-half (½) hour within the first five (5) hours of the shift.

## OVERTIME

Employees are eligible for overtime pay subject to the following conditions:

- a) All hours worked on a General Holiday.
- b) No overtime shall be worked unless authorized by the Employee's immediate Supervisor.
- c) Overtime for the Airfield Electrician and the Heavy Duty Mechanic shall be all hours worked exceeding eight (8) hours per day, forty (40) hours per week.
- d) Overtime for Airfield Maintenance Specialist shall be all hours worked exceeding eleven and one-half (11.5) hours per day, forty-six (46) hours per eight (8) days. On a scheduled balancing day, overtime shall be all hours worked exceeding ten and one-half (10.5) hours per day. If a balancing day occurs in the preceding eight (8) days, overtime shall be all hours worked exceeding forty-five (45) hours per eight (8) days.
- e) Airport Employees shall be required to work overtime at the request of the Employer.

## OVERTIME RATES & STANDBY PAY

- (a) Airfield Maintenance Specialist - On a regular workday: Time and one-half (1 ½) for the first four (4) hours.

- (b) Airfield Electrician and Heavy Duty Mechanic - On a regular workday: Time and one-half (1 ½) for the first four (4) hours, double time (2x) thereafter for all hours worked.
- (c) On a regularly scheduled day off: Time and one-half (1 ½) for the first twelve (12) hours and double time (2x) thereafter.
- (d) Airfield Electrician and Heavy Duty Mechanic - On a regularly scheduled day off: Time and one-half (1 ½) for the first eight (8) hours and double time (2x) thereafter.
- (e) Airfield Maintenance Specialist: - On a holiday: Time and one-half (1 ½) for the first twelve (12) hours and double time (2x) thereafter.
- (f) Airfield Electrician and Heavy Duty Mechanic - On a holiday: Time and one-half (1 ½) for the first eight (8) hours and double time (2x) thereafter.
- (g) Where the Employer requires an Employee to be available on Standby during off-duty hours, excluding General Holidays, the Employee shall be entitled to forty dollars (\$40.00) Standby Pay, for each scheduled workday and eighty dollars (\$80.00) Standby Pay for each non-workday.
  - (ii) Where an Employee is required to be available on Standby on a General Holiday the Employee shall be entitled to one hundred and twenty (\$120.00) Standby Pay.
  - (iii) An Employee designated by letter or by list for Standby duty shall be provided a pager and/or cellular phone and be available to return for duty if required. Where practical, a Standby schedule shall be posted on a monthly basis.
  - (iv) No Standby payment shall be granted if an Employee is unable to report for duty when required.
  - (v) An Employee on Standby who is required to report for work shall be paid, in addition to the Standby pay, the entitlement as specified in this Article, or Minimum Call-Back Time, whichever is greater.
  - (vi) All Employees not scheduled for Standby and are called back shall be paid at the Standby rate of pay in addition to any overtime.

#### TIME OFF IN LIEU OF OVERTIME

- (a) Providing it is mutually agreed between the Employer and Employee, time off in lieu of overtime will be permitted. An Employee shall give a minimum of three (3) working days' notice prior to the intended date of the Employee wishes to have the time off. A minimum of one (1) hour increments must be taken per occurrence. Requests for time off with less than three (3) days' notice shall be at the approval of the Supervisor. No Employee shall be required to take time off in lieu of overtime unless agreed to by the Employee and the Employer. Any "in lieu" time off shall be at the applicable overtime rate.
- (b) Permanent Employees will be allowed to carry a maximum of ninety (90) banked hours at any given time.
- (c) Seasonal Employees will be allowed to carry a maximum of forty-five (45) hours at any given time.
- (d) Casuals are not permitted to bank time.

MINIMUM CALL-BACK TIME

An Employee who is called in and required to work outside their regular working hours shall be paid at the rate of one and one-half (1½) times regular pay for all hours so worked with a minimum of two (2) hours.

ANNUAL VACATIONS

Airfield Maintenance Specialist: - Vacation or "in lieu sick days" will be based on eleven and one-half (11.5) hours a day at their classified rates. (balancing days)

Airfield Electrician and Heavy Duty Mechanic - Vacation or "in lieu sick days" will be based on eight (8) hours a day at their classified rates.

WAGES, CLASSIFICATIONS AND DEFINITIONS

<b>Job Code</b>	<b>Description</b>	<b>Jul 1, 2019</b>	<b>Jan 1, 2020 (1.5%)</b>	<b>Jan 1, 2021 (1.5%)</b>	<b>Jan 1, 2022 (2%)</b>
4AP3 (Start- Step 1 Job – Step 2)	Airfield Maintenance Specialist Trainee	<b>Start Rate</b>	<b>Start Rate</b>	<b>Start Rate</b>	<b>Start Rate</b>
		(first 6 months) (\$28.68)	(first 6 months) (\$29.11)	(first 6 months) (\$29.55)	(first 6 months) (\$30.14)
		<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$30.49)	(after 6 months) (\$30.95)	(after 6 months) (\$31.41)	(after 6 months) (\$32.04)
<b>Job Code</b>	<b>Description</b>	<b>Jul 1, 2019</b>	<b>Jan 1, 2020 (1.5%)</b>	<b>Jan 1, 2021 (1.5%)</b>	<b>Jan 1, 2022 (2%)</b>
4AP3 (Step 3)	Airfield Maintenance Specialist	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$31.52)	(after 6 months) (\$31.99)	(after 6 months) (\$32.47)	(after 6 months) (\$33.12)
<b>Job Code</b>	<b>Description</b>	<b>Jul 1, 2019</b>	<b>Jan 1, 2020 (1.5%)</b>	<b>Jan 1, 2021 (1.5%)</b>	<b>Jan 1, 2022 (2%)</b>
4AP3 (Step 4)	Certified Airfield Maintenance Specialist	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$31.99)	(after 6 months) (\$32.47)	(after 6 months) (\$32.96)	(after 6 months) (\$33.62)

Job Code	Description	Jul 1, 2019	Jan 1, 2020 (1.5%)	Jan 1, 2021 (1.5%)	Jan 1, 2022 (2%)
4AP1	Airport Heavy Duty Mechanic	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$40.61)	(after 6 months) (\$41.22)	(after 6 months) (\$41.84)	(after 6 months) (\$42.68)

Job Code	Description	Jul 1, 2019	Jan 1, 2020 (1.5%)	Jan 1, 2021 (1.5%)	Jan 1, 2022 (2%)
4AP2	Airport Electrician	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$40.61)	(after 6 months) (\$41.22)	(after 6 months) (\$41.84)	(after 6 months) (\$42.68)

Job Code	Description	Jul 1, 2019	Jan 1, 2020 (1.5%)	Jan 1, 2021 (1.5%)	Jan 1, 2022 (2%)
4AP4	Airport Supervisor – Surface Structures	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>	<b>Job Rate</b>
		(after 6 months) (\$35.35)	(after 6 months) (\$35.88)	(after 6 months) (\$36.42)	(after 6 months) (\$37.15)

Specialty Premiums	
Description	Job Rate
Lead Hand	(\$2.50)
Trainer	(\$2.00)
Pesticide Applicator	(\$2.00)
Welding Course (minimum 24-hour basic course)	(\$2.00)

Start Rate shall be applicable for the first six (6) months of accumulated service with the Employer only.

**Specialty Skills Premiums**

To receive these premiums Employee must be signed-off as deemed competent to perform the duties required and the Employee must be doing the work to receive the premium.

Employees assigned to cover in the absence of the Lead Hand will receive two dollars and fifty cents (\$2.50) for the time assigned. The Employee will not be required to perform Lead Hand duties until receiving written confirmation and notification of the appointment has been posted on the shop bulletin board.

Premiums will be supplementary to the Employee's regular job description.

Trainer Premium - Shall be applicable to Employees who have obtained "Train the Trainer" training and/or have a certificate of qualification for performing the duties they will be evaluating and training on. The premium will be paid for the time assigned as a trainer.

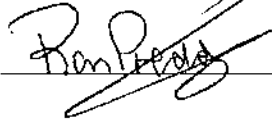
Pesticide Applicator/Welding Course – Shall be applicable to employees who have obtained the required certification and will be paid for the time assigned to perform those duties requiring that certification.

Agreed this 28 day of June, 2019.

Amended on 3 day of March, 2022.

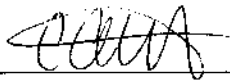
*Signed on behalf of:*

**Canadian Union of Public Employees, Local 70**



*Signed on behalf of:*

**City of Lethbridge**



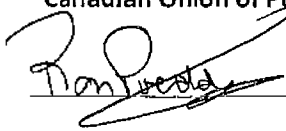
**Notice of Averaging of Hours of Work**

- a) Name of employer: City of Lethbridge – Lethbridge Airport
- b) An identification of the affected employee or employees: Airfield Maintenance Specialists
- c) Address or location of workplace: 177 Stubb Ross Rd, Lethbridge, AB T1K 7N3
- d) Number of weeks in the averaging period: 8 weeks
- e) Information to establish that there is an irregular distribution of hours of work that is necessitated by the nature of the work in the industrial establishment: In order to meet air traffic requirements, in particular scheduled passenger service, the airport must be staffed up to 24 hours per day and 7 days per week
- f) Reasons for the length of the averaging period: This averaging period allows for equal distribution of work days between staff members (i.e. ensuring an employee isn't required to solely work weekend shifts).
- g) Date the averaging of hours of work comes into effect: March 23, 2022
- h) Date the averaging of hours of work ends: N/A
- i) Date the notice was posted: March 4, 2022

Agreed this   3   day of   March  , 2022.

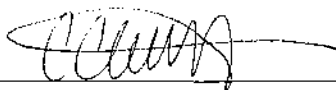
*Signed on behalf of:*

**Canadian Union of Public Employees, Local 70**



*Signed on behalf of:*

**City of Lethbridge**



**LETTER OF UNDERSTANDING #6  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

**RE: LABOURER RATE CLARIFICATION**

This letter of understanding is provided to clarify the new January 1, 2019 401NH and 402NH rate and how it affects existing and future employees.

The following was negotiated during Negotiations for the 2019-2022 Collective agreement.

**Labourer Rate 401NH and 402NH**

*For any new hires, subsequent to January 1, 2019 rates of pay will be set at \$20.50 for the term of the agreement and this rate is not eligible for any negotiated wage increases. There will be no start and job rate. All existing labourers will be grandfathered under the current start rate and job rate process and be eligible for any negotiated increases.*

**2019 – 2022 Rates**

**Hired Prior to Jan 1, 2019 Table 1**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
401N Labourer II – ENMAX	\$25.11	\$25.49	\$25.87	\$26.39
402N Labourer II	\$25.11	\$25.49	\$25.87	\$26.39

**Hired After Jan 1, 2019 Table 2**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
401NH Labourer II– ENMAX	\$20.50	\$20.50	\$20.50	\$20.50
402NH Labourer I	\$20.50	\$20.50	\$20.50	\$20.50

**Clarification and Intent of the Negotiated Term**

1. Employees hired by the City and who are members of CUPE Local 70 with their most recent hire showing prior to Jan 1, 2019 will be eligible for the 401N or 402N rates as per Table 1. Based on numbers of hours the employee has completed since date of hire they will be placed at either the existing start rate or job rate.

This will include employees moving from other CUPE positions into the Labourer position.

The Table 1 rate is **NOT** available for the following situations.


- a. Employees already employed by the City, but moving from another union into CUPE, after January 1, 2019 will receive the applicable 401NH or 402NH rate, as outlined in Table 2
2. Employees hired after January 1, 2019 by the City and who are members of CUPE Local will receive the applicable 401NH or 402NH rates, as per Table 2. Job rate or start rate will not apply in these situations regardless of numbers of hours worked and or if the employee is moving from a higher paid position to these job codes

3. Any employees whose employment has been terminated and are rehired after January 1, 2019 will be paid the applicable 401NH or 402NH rates, as per Table 2, start rate or job rate will not apply. The hire/rehire date will reflect their most recent start date, and their prior service will not be counted.
4. Employees who are seasonally laid off will have their original hire date used to determine placement within the applicable job code.

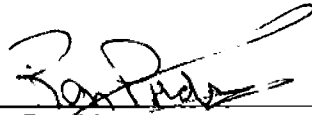
Signed this 10th of December, 2018

For the City of Lethbridge

For CUPE Local 70



P. Rocca



R. Preedy

## LETTER OF UNDERSTANDING #7

Between

**CITY OF LETHBRIDGE**  
(Hereinafter referred to as the Employer)

-and-

**CUPE LOCAL 70**  
(Hereinafter referred to as the Union)

### **Temporary Work Interruption and Recall: COVID-19 Pandemic**

Further to current City of Lethbridge facility closures and service reductions as a result of the recent COVID-19 Pandemic, the following outlines a temporary work interruption and recall agreement between the parties.

The City of Lethbridge has established overarching Guiding Principles for the City of Lethbridge Employees:

- **Health and Safety:** We will continue to make the health and safety of our staff and community our number one priority. Each Decision we make will be in an effort to protect the health and safety of people while ensuring that services continue to be delivered.
- **Efficient Resourcing:** We will efficiently deploy our resources and move staff into roles where and when they are most needed, provided they are capable of performing that role.
- **Minimizing Reductions:** We will minimize the temporary reduction of permanent Staff wherever possible. It is our intent to keep permanent staff employed and performing meaningful work for as long as possible. Redeployment of permanent staff will be considered where possible before temporary work Interruptions are initiated.
- **Creating Depth:** We will endeavor to create staffing depth to ensure the continuity of services. It may be necessary to multiple shifts of healthy staff available to work even where there is a cost to do so, and we will work on the best possible solutions available to us.

#### **A. General Guidelines**

- Collective Agreement Clauses 15.02 and 15.03 Lay-offs and Recalls shall not apply to the COVID-19 Pandemic situation and the following shall be deemed new language and apply up to the expiry date of this letter.
- The language in Letter of Understanding #7 will expire on August 31, 2020. Reduction or extension of the expiration date of the Letter of Understanding #7 will be at the mutual agreement of both parties.
- The Employer and the Union shall meet periodically to share updates and work together to address any concerns and minimize the impact to employees given decisions that may arise given this fluid situation.

## **B. Staffing during the Pandemic**

In order to keep employees healthy and safe and to ensure the continuation of essential services should the workforce be exposed to an infection of the COVID-19 virus, departments are creating temporary staffing solutions taking into account the overarching Guiding Principles outlined by the Senior Management Team. This will ensure the continuation of essential services should a group of employees become incapable of performing their duties.

As this situation is fluid, each department is unique in their staffing needs and requirements. Ongoing changes may be required that will affect

- changes to staffing levels
- changes to schedules including compressed work weeks. (Stat top up will be the responsibility of the employee)
- protective standby (if any)
- cross department redeployment
- request to take the year's vacation entitlement prior to Dec 31, 2020
- and other requirements as discussed and agreed to with Employer and Union.

Change will be advised to the employees in writing through email notification with copies to the Union.

## **C. Temporary Work Interruption and Recall Process**

**1.0** If an employee has available work to perform as determined by the Employer, whether in their base role or in a redeployed role, and can do so safely, efficiently and effectively, they may continue to work until the Employer deems otherwise. Should the Employer deem otherwise, the employee will receive a temporary work interruption notice in accordance with this Letter of Understanding. Notices will be in reverse order of Union seniority within their role and department in accordance with this Letter of Understanding.

**2.0** In the event of a temporary work interruption, employees within the affected department and level(s):

- i. May be considered for redeployment to vacant roles/assignments with available and continued work within alternate locations/roles based on the nature of the remaining work and the training, skills, abilities and experience requirements of the remaining work as determined by the Human Resource Department and the Employer. When available, employees will only be given one opportunity for redeployment prior to the temporary work interruption date. Employees will be required to respond to a notice for redeployment within 24 hours from point of contact.
- ii. Wage rates will be established at the rate of the position being redeployed into and the number of hours required to perform the duties of the redeployed position as determined by the Employer. The employees present wage rate, if higher, will be protected until the effective date of the temporary work Interruption notification. Wage rates will be adjusted to the wage rate of the redeployed position effective the sooner

- of the report date to the redeployed position or the date of the temporary work reduction notice.
- iii. Should the wage rate in the redeployed position be higher, those hours worked will not be counted toward Clause 33.01 Work Hour Classification.
  - iv. Clause 14.05 Re-assignment into a Different Classification will not apply.
  - v. After consideration for redeployment, if the employee has not been redeployed or chooses not to be redeployed, the temporary work interruption notice will take effect. Permanent Employee Lay-off Clause 15.02 (a) and (b) shall not occur during the temporary work interruption.
  - vi. Requests for voluntary interruption of employment will be considered on an individual basis and shall be effective the day after the request is approved. The employee will be responsible for ascertaining the effect of the request on any Federal or Provincial funding programs.

### **3.0 Non-Permanent**

Non-Permanent employee temporary work interruption when required will occur with 7 calendar days' notice from the signing of this LOU.

#### Permanent FT and PT Employees

As temporary work interruptions are planned, this letter serves as notice to all Regular FT and PT employees of pending temporary work interruption effective no sooner than May 25<sup>th</sup>, 2020 with last day worked of May 24<sup>th</sup>, 2020 if so scheduled.

Affected employees will be advised by written notice of their temporary work interruption a minimum of 14 calendar days prior to May 25<sup>th</sup>, 2020.

If future temporary work interruptions dates are required past May 25<sup>th</sup>, 2020 affected employees will be advised by providing a minimum of 14 calendar days' notice. Notifications will be issued at the start of a pay period (Wednesday) and will be effective the Wednesday after the end of the pay-period (Tuesday) with the last day of work being the Tuesday if so scheduled to work.

The union will be advised by email with a list of affected employees 2 days prior to the notices being issued to the employees.

### **4.0 Recall process from a temporary work interruption shall be in the following order:**

- i. Based on critical roles as determined by the Employer;
- ii. Employees from other departments being recalled by;
  - a. The level and hours of roles being recalled;
  - b. Seniority within the role ("Role" is defined by Appendix A – Wage Rates of the Collective Agreement).

If operational requirements support, the normal process will be that Permanent FT/PT employees will be recalled prior to Non-Permanent Seasonal/Non-Permanent - Other employees by department

**5.0** Notice of recall shall be primarily communicated through the Employer's email system to your work email with a follow-up phone call to the phone number on file. Employees provided with a temporary work interruption notice must ensure their most up to date phone number is provided to the contact on the notice and their supervisor. Within three (3) calendar days of the notification of recall, the employee must confirm with the designated contact their intention to report to work. The employee must report to work within 7 calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer. The Union will be advised of any employee who has not responded to a recall notice within the specified period.

**6.0** Employees refusing recall, or that fail to respond to the Employer within the required three (3) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall without a valid reason as determined by the Employer, will be deemed to have abandoned their employment effective the recall date.

#### **D. Benefits**

##### **Health, Dental, Health Spending Accounts**

- Permanent employees – will continue for duration of the temporary work interruption period.
- Non-permanent staff who qualify for benefits will also continue to receive coverage for 2 Calendar Months from the end of the month of temporary work Interruption notice. This includes health and dental benefits. Extensions to these 2 calendar months will be determined by the Employer

##### **Taxable Spending Accounts**

- Payments end after the month of temporary work Interruption notice
- When recalled pre temporary work Interruption payments will continue without being prorated for the period of temporary work interruption notice.

##### **Sick and Disability**

- For those on sick leave benefits prior to temporary work interruption notice situations will be reviewed on an individual basis.
- Should a new claim be filed after a temporary work interruption notice has been received, sick leave benefits may continue to a maximum of the temporary work interruption date.

##### **Life Insurances**

- Life insurance may be continued by maintaining premiums. Life Insurance premiums can be paid monthly or can be deducted upon your return.

##### **EFAP**

- Coverage will continue throughout the temporary work interruption period

##### **Vacation/Other Banks**

- At the request of the employee banks or partial banks may be paid out subject to Director approval . Payouts for new world (Advanced) vacation entitlement will be based on a prorated amount less time already taken and will be calculated on the employee's temporary work interruption notice date.

**E. Local Authorities Pension Plan (LAPP)**

A temporary work interruption shall result in termination of active participation in LAPP and deductions for LAPP will not occur during the temporary work interruption period. The temporary work interruption period will result in a gap in employees' pensionable service and will be categorized as a "non-designated temporary work interruption period" under the LAPP policy. Pensionable Services will be eligible to be bought back on an actuarial reserve cost basis by the employee by paying both the employee and Employer portions of premiums. This may be requested after returning to work. Employees will be re-enrolled and continue active participation in LAPP after they are recalled to work. All LAPP processes will be in accordance with the Public Sector Pension Plan Act and LAPP policies and procedures.

**F. Other**

- Union dues are not deducted during the temporary work interruption period.
- During the period of temporary work interruption due to this Pandemic, all eligible **permanent** employees shall continue to accrue seniority and seniority will be reflected as continuous once returned to work.
- Once returned to work, all employees who were laid off due to this Pandemic, shall have their service considered continuous as per 17.01 (a) of the collective agreement for the purpose of vacation entitlement if so eligible. Permanent employees will continue to accrue vacation during the temporary work interruption.
- All other provisions of the Collective Agreement will continue to apply except as outlined in this Letter.

This Letter of Understanding will cease to apply to employees in any of the following circumstances:

- The employees is terminated for cause; or
- The employee is permanently laid off.


Agreed to and signed on the 1 of May 2020.

SIGNED ON BEHALF OF  
CITY OF LETHBRIDGE

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 70



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# LETTER OF UNDERSTANDING #8

BETWEEN

THE CITY OF LETHBRIDGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70

RE: WATER AND WASTEWATER OPERATIONS BUSINESS CHANGE (OUTSIDE  
WORKERS)

1. Business changes within Water and Wastewater Operations has required that a different and new work week be implemented to aid in facilitating those changes. This letter of understanding outlines the regulations required to ensure the fair and equitable treatment of employees, fiscal responsibility of the Corporation and Exemplary Customer and Public Service.
2. The commencement date of these regulations will be April 7, 2021.
3. Hours of work shall be seven days per week utilizing four platoons. Each platoon will work a four week rotation as follows: Monday to Friday, Monday to Thursday, Monday to Sunday, Wednesday and Thursday. Shifts on all days will be 9 hours except for Fridays will be 8 hour days.
4. It is noted that this schedule fits within the current Alberta Employment Standards Code. For the purposes of this letter, a work week is considered Wednesday to Tuesday.
5. Each 2 week cycle will provide for 80 hours of pay for each employee based on the City of Lethbridge Pay Periods. This new schedule will ensure that Water and Wastewater Operations will operate seven days per week. These shifts will be in effect until further notice and will be evaluated on an ongoing basis by Management and CUPE. A formal review will be held between management and CUPE by October 8, 2021. CUPE and Management will have the ability to make revisions prior to this date if both parties feel it's necessary due to any reason. Informal reviews will happen quarterly for the first year.
6. All requests to modify an employee's work schedule will require approval of Water and Wastewater Operations Management.
7. For permanent employees, all vacation time shall be calculated and submitted in terms of hours, rather than days. Employees should strive to submit their RFL's with as much notice as possible so as to have the best chance to receive approval.
8. All statutory holidays will be recognized on the calendar day of observance.

If a permanent employee's scheduled day of work falls on a stat, they will be paid for the hours that they were scheduled to work.

If a permanent employee is not scheduled to work on a stat, they will have three choices: pay out 9 hours, bank 9 hours or take a day in lieu within the pay period.

If a non-permanent employee's scheduled day of work falls on a stat, they will be paid according to Article 16.06 (a) in the current Collective Agreement. For eligible non-permanent employees, this may be topped up with banked time or annual vacation at the employee's discretion.

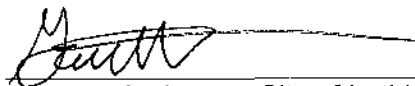
If a non-permanent employee is not scheduled to work on a stat, they will have two choices: take a payout (based on 16.06 (a)) or take a day off within the pay period. The pay for the day off may need to be topped up.

Please refer to the stat allocation tables attached for available lieu days.

Signed 03/24, 2021

Signed 08/04, 2021

  
\_\_\_\_\_  
Ron Preddy, CUPE

  
\_\_\_\_\_  
Garrett Anderson, City of Lethbridge

**LETTER OF UNDERSTANDING #9  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 70**

**Lethbridge Police Service – Victim/Witness Services Unit Facility Dog**

The following Letter outlines and clarifies the expectations of employees in supporting the integration of a Facility Dog from Dogs with Wings (DWW) in providing to support to victims.

**Legend**

Victim/Witness Services Unit -	VWSU
Dogs with Wings-	DWW
Assistance Dogs International-	ADI

- 1. Selection of Primary Handler** – The role of Primary Handler will be voluntary, selected by the Victim/Witness Services Unit (VWSU) Program Manager from among the VWSU staff and is approved of by DWW. Approval of the applicant will fall to the Manager of the Department and DWW. This is a long-term commitment (7-10 years) and that will be considered when selecting a Primary Handler. A secondary handler can be considered six months' post placement of the Facility Dog.
- 2. The Expectations of Hours** – The Primary Handler will work a regularly scheduled shift schedule (37.5 hours/week) and will be accompanied by the Facility Dog.
- 3. Requirements for Training** – Once a match is made with a DWW Facility Dog, DWW will provide 4-6 weeks' notice to prepare for the Primary Handler to attend the initial team training. This training consists of one week in Edmonton (Sunday through Saturday) with expenses (accommodations, food, travel and training costs) to be the responsibility of LPS. After Team Training is completed, the handler team will undergo the Assistance Dogs International (ADI) Public Access Test.
- 4. Accommodation of Dog** – DWW maintains ownership of the Facility Dog, however after placement the Facility Dog will reside with the Primary Handler and it will be their sole responsibility to ensure all day to day care is accounted for.
- 5. Primary Handler Ongoing Obligations** – The Primary Handler must ensure the safety and security of the Facility Dog whether off-duty or on-duty. They will provide progress reports to DWW on a regular basis and as such DWW will continue to provide ongoing support after a dog has been placed, for the lifetime of the dog. DWW will also conduct work environment visits and do check-ins to ensure the dog/handler team is still working well together. After the first year, DWW will connect with clients yearly, either in person, over the phone, or via an internet video call (ex: Skype). There is also the possibility the Handler team will repeat the Public Access Test, at the discretion of DWW and a Senior Instructor. Expectation is that appearance of the Facility Dog is maintained, and grooming be conducted on a regular basis. Having a Facility Dog in the work environment also means a little extra work, just like owning a pet dog. Primary Handlers need to be prepared to deal with day-to-day actions such as shedding, dog hair in the office, drool, and be comfortable picking up the dog's waste. We expect recipients to adhere to our feeding guidelines and keep the dog within a certain weight range. We require progress reports on a regular basis, and will be checking in to make sure the dog is in optimal health. It is the responsibility of the primary handler to

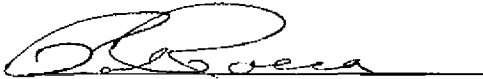
ensure the dog has a veterinarian checkup at least once a year, and all vaccinations are kept up to date.

6. **Expenses** – The initial expense of acquiring a Facility Dog requires a minimum budget of \$5000 which will be provided for by LPS. All subsequent expenses related to caring for the Facility Dog, including but not limited to food, veterinary bills, supplies and pet insurance will be reimbursed by LPS.
7. If the Primary Handler is no longer employed, able to fill their employment commitments or changing jobs, it is at the discretion of DWW and the Department Manager to decide the future of the dog and continuation of the program.

Signed this 20 of May, 2021

For the Lethbridge Police Service

For CUPE Local 70



# LETTER OF UNDERSTANDING #10

BETWEEN

THE CITY OF LETHBRIDGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 70

RE: Community Peace Officer, Lethbridge Police Service

(Revised February 11, 2022)

This letter of understanding outlines the regulations required as they apply to those employees working as a Community Peace Officer with Lethbridge Police Service. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees. This letter of understanding outlines the regulations required to ensure the fair and equitable treatment of employees, fiscal responsibility of Lethbridge Police Service and Exemplary Customer and Public Service.

1. The commencement date of these regulations will be March 24, 2022.
2. Regular hours of work include two eleven (11) hour shifts, followed by two eleven and a half hour (11.5) shifts. This will include a 30 minute paid lunch break and two 15 minute breaks. Based on shifting employee will be paid based on actual hours worked.
3. Changes to a Permanent employee's shift patterns and/or regular working hours can be made with two weeks' notice.
4. Non-permanent employees hours will vary between 0-40hrs based on operational need.
5. Overtime will only be paid when an employee's scheduled shift is in excess of scheduled hours on each work shift or on an employee's hours of work in excess of an average of 40 hours in the work week. A work week will start and end based on the payroll week which runs Wednesday to Tuesday.

6. General Holidays will be aligned with the Collective Agreement and Employment Standards.
7. All newly hired Community Peace Officers will be on probation for a period of eighteen (18) months, (3120hrs). Probationary Community Peace Officers are evaluated during their probationary period and provided feedback on a quarterly schedule, as per the Training and Field Training Program (CPO) policy.
8. Community Peace Officers start rate will be set at 90% of the job rate for their probationary period. Upon successful completion of their probationary period they will increase to the job rate.
9. When a Community Peace Officers is required to and does attend court to carry out their duties as a Community Peace Officer during hours other than those of their regular shift they will be compensated at a minimum of two (2) hours at double time when it occurs during an employees scheduled time off. Court is mandated and an employee must attend, thus, court time is not optional.
10. The following Grievance Process will apply to Community Peace Officers:

#### **Grievance Process**

**Step 1** - The grievance shall be filed with the applicable Staff Sergeant by the Union with a copy to LPS Human Resources Manager, within ten (10) working days of the disputed act. The Staff Sergeant shall review the grievance with the union and will render a decision in writing to the Union, within ten working days of receipt of the grievance. A copy of the reply will be sent to the Grievor and LPS Human Resources Manager.

**Step 2** - If the grievance is not settled at Step 1 the grievance may, within ten (10) working days after receiving the decision, be filed by the Union with the Divisional Inspector. The Divisional Inspector or designate shall review the grievance with the Union and the applicable Staff Sergeant and submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, LPS Human Resources Manager, and Staff Sergeant.

**Step 3** - If the grievance is not resolved in Step 2, the grievance may within ten (10) working days after receiving the decision, be filed by the Union with the Chief of Police or designate. The Chief of Police shall review the grievance with the Union and Divisional Inspector. The Chief of Police or designate shall submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, LPS HR Manager, Staff Sergeant and Divisional Inspector.

**Step 4** - If the grievance is not settled in Step 3, either party may proceed within thirty (30) working days, to submit the grievance to a Board of Arbitration to be established in accordance with Clause 9.09.

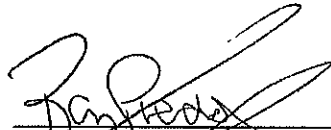
11. Complaints and or matters of Misconduct will follow the Peace Officer Regulations and must comply with Part 5 of the Peace Officer Regulations.

12. By way of this agreement, the employer shall provide protection to Community Peace Officers.

- a. The Employer shall, in a timely manner, pay all reasonable legal expenses and cost with respect to any criminal or civil action taken against or in respect to current CPO or former CPO arising out of such actions or omissions while engaged in the employee's duties as a Community Peace Officer, whether on duty or off duty, and shall indemnify and save harmless such employee from any monetary award relating thereto. This shall not apply where the action of such member constitutes a gross disregard or gross neglect of duties as a Community Peace Officer or in disciplinary matters.

13. Any past matters identified prior to the inclusion within the CUPE group are excluded from the grievance process.

Signed 03/24/2022:

  
\_\_\_\_\_  
Ron Freddy, CUPE

Signed 03/24, 2022:

  
\_\_\_\_\_  
Kristen Schindel, Lethbridge Police Service

LETTER OF UNDERSTANDING #11

BETWEEN

THE CITY OF LETHBRIDGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 70

RE: Community Peace Officer, Lethbridge Police Service

(Revised February 11, 2022)

This letter of understanding outlines the regulations required as they apply to those employees working as a Community Peace Officer with Lethbridge Police Service. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees. This letter of understanding outlines the regulations required to ensure the fair and equitable treatment of employees, fiscal responsibility of Lethbridge Police Service and Exemplary Customer and Public Service.

1. The commencement date of these regulations will be March 24, 2022.
2. Regular hours of work include two eleven (11) hour shifts, followed by two eleven and a half hour (11.5) shifts. This will include a 30 minute paid lunch break and two 15 minute breaks. Based on shifting employee will be paid based on actual hours worked.
3. Changes to a Permanent employee's shift patterns and/or regular working hours can be made with two weeks' notice.
4. Non-permanent employees hours will vary between 0-40hrs based on operational need.
5. Overtime will only be paid when an employee's scheduled shift is in excess of scheduled hours on each work shift or on an employee's hours of work in excess of an average of 40 hours in the work week. A work week will start and end based on the payroll week which runs Wednesday to Tuesday.

6. General Holidays will be aligned with the Collective Agreement and Employment Standards.
7. All newly hired Community Peace Officers will be on probation for a period of eighteen (18) months, (3120hrs). Probationary Community Peace Officers are evaluated during their probationary period and provided feedback on a quarterly schedule, as per the Training and Field Training Program (CPO) policy.
8. Community Peace Officers start rate will be set at 90% of the job rate for their probationary period. Upon successful completion of their probationary period they will increase to the job rate.
9. When a Community Peace Officers is required to and does attend court to carry out their duties as a Community Peace Officer during hours other than those of their regular shift they will be compensated at a minimum of two (2) hours at double time when it occurs during an employees scheduled time off. Court is mandated and an employee must attend, thus, court time is not optional.
10. The following Grievance Process will apply to Community Peace Officers:

#### **Grievance Process**

**Step 1** - The grievance shall be filed with the applicable Staff Sergeant by the Union with a copy to LPS Human Resources Manager, within ten (10) working days of the disputed act. The Staff Sergeant shall review the grievance with the union and will render a decision in writing to the Union, within ten working days of receipt of the grievance. A copy of the reply will be sent to the Grievor and LPS Human Resources Manager.

**Step 2** - If the grievance is not settled at Step 1 the grievance may, within ten (10) working days after receiving the decision, be filed by the Union with the Divisional Inspector. The Divisional Inspector or designate shall review the grievance with the Union and the applicable Staff Sergeant and submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, LPS Human Resources Manager, and Staff Sergeant.

**Step 3** - If the grievance is not resolved in Step 2, the grievance may within ten (10) working days after receiving the decision, be filed by the Union with the Chief of Police or designate. The Chief of Police shall review the grievance with the Union and Divisional Inspector. The Chief of Police or designate shall submit a decision in writing within ten (10) working days to the Union, with a copy to the Grievor, Steward, LPS HR Manager, Staff Sergeant and Divisional Inspector.

**Step 4** - If the grievance is not settled in Step 3, either party may proceed within thirty (30) working days, to submit the grievance to a Board of Arbitration to be established in accordance with Clause 9.09.


11. Complaints and or matters of Misconduct will follow the Peace Officer Regulations and must comply with Part 5 of the Peace Officer Regulations.

12. By way of this agreement, the employer shall provide protection to Community Peace Officers.


- a. The Employer shall, in a timely manner, pay all reasonable legal expenses and cost with respect to any criminal or civil action taken against or in respect to current CPO or former CPO arising out of such actions or omissions while engaged in the employee's duties as a Community Peace Officer, whether on duty or off duty, and shall indemnify and save harmless such employee from any monetary award relating thereto. This shall not apply where the action of such member constitutes a gross disregard or gross neglect of duties as a Community Peace Officer or in disciplinary matters.

13. Any past matters identified prior to the inclusion within the CUPE group are excluded from the grievance process.

Signed 03/24/2022:

  
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Ron Freddy, CUPE

Signed 03/24, 2022:

  
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Kristen Schindel, Lethbridge Police Service