

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION 254 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

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This agreement made on the 26<sup>th</sup> day of November A.D., 2019.

**BETWEEN THE**

**CITY OF LETHBRIDGE**

hereinafter referred to as the “**Employer**” party of the First Part

- and -

**LOCAL UNION #254, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, a trade Union within the meaning of the Labour Relations Code, in the City of Lethbridge hereinafter called the “**Union**” and/or “**I.B.E.W.**” on behalf of the members party of the Second part

**PROCEDURES AND ADMINISTRATION OF THE COLLECTIVE AGREEMENT**

1. UNION-MANAGEMENT RELATIONS

1.1 Purpose

The parties hereto do enter into and establish the following wage schedules and conditions of employment for the purpose of maintaining harmonious relations and establishing stable conditions of employment and providing financial and personal relations mutually beneficial to the parties.

1.2 Management Rights

Subject to the terms of this agreement, management may direct its working force and manage its business in accordance with its commitments.

1.3 Union Recognition

The City of Lethbridge recognizes the Union as the exclusive Bargaining Agent for all Employees performing work within the scope of the Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

1.4 Letters of Understanding and Letters of Intent

All Letters of Understanding and Letters of Intent given during negotiations shall be considered to be part of this agreement and therefore arbitrable.

1.5 Labour-Management Committee

The parties recognize the benefits of communicating with each other on a regular basis on matters of mutual concern (e.g. vacancies and postings). Therefore, a labour-management committee will be established consisting of members of the Union and members of Management.

The Committee will meet at least once every three (3) months. The Chair of the Committee, which position will rotate between Union and Management, will be responsible for distributing an agenda at least two (2) weeks prior to each meeting.

The Committee will not have the authority to deal with issues that are properly the subject of other active processes (e.g. the grievance procedure, other committees on that subject, current collective bargaining).

1.6 The masculine gender as used herein shall also mean and include the feminine unless otherwise indicated in the context.

## 2. CHECK-OFF

The City of Lethbridge agrees to the check-off of Union dues, also the Rand Formula **and/or Fee Payer** check-off for all non-union bargaining unit employees. All dues to be paid **on the bi-weekly pay date**. A cheque shall be made payable to Local Union #254, I.B.E.W. and **forwarded biweekly** along with a list attached showing the employee's name and amount of the deduction.

## 3. TERM OF AGREEMENT

### 3.1

- a) This agreement shall remain in full force and effect from **January 1, 2018** to **December 31, 2022**. Either party to this agreement may, within a period of not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the date of expiry of this agreement, give notice to commence collective bargaining. All terms of the agreement shall remain in full force and effect during negotiations in accordance with the Alberta Labour Relations Code. Should such notice not be given by either party, then this agreement shall continue in full force and effect until **December 31, 2022**, and so on for each succeeding yearly period or until such time as the required notice has been given.
- b) The Employer and the Union agree that during any period of negotiations for a new agreement, all terms of this contract shall, in accordance with the Alberta Labour Relations Code, Division 21 (130) remain in full force and effect until such time as either party commences strike or lock-out action.

3.2 Negotiations pertaining to any desired changes must be commenced by **October 31, 2022** in the year of issuance of said notice, by which date both parties shall submit the details of the changes desired.

## 4. NEGOTIATIONS

### 4.1 Union Bargaining Committee

A maximum of three (3) 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.

### 4.2 Amendments to the Collective Agreement

Representatives of the parties may agree to amend the Collective Agreement during the term of the Agreement provided that such amendments are subject to the respective ratification processes of the parties.

## 5. 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 coming under this agreement, or any lockout of employees on the part of the Employer.

## 6. POLICY GRIEVANCES

Any difference between the parties arising out of the interpretation and/or application of this Collective Agreement may be submitted by one party to the other (Human Resources Manager or Union Business Manager, as applicable). The recipient of the grievance will promptly arrange a meeting to discuss the matter. If the matter is not satisfactorily settled at this meeting or within ten (10) days thereafter, the grievance may be processed to an Arbitration Board. A policy grievance shall not give rise to an individual remedy.

## 7. GRIEVANCE PROCEDURE

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

7.2 Not more than two (2) members of the Grievance Committee may attend meetings without loss of pay.

7.3 The employee may, with or without the Union, seek to settle a dispute **through mutual dispute resolution and problem solving** with the employee's out-of-scope Supervisor. If the employee chooses to file a formal grievance it shall be processed in the following manner:

a) Step 1:

The grievance shall be submitted in writing, stating the nature of the grievance **to Human Resources within twenty (20) working days** after the occurrence of the act or event which the grievance arises. The employee shall be accompanied by the Union Shop Steward or Representative at any meeting regarding the grievance. **The Business Unit Manager** shall then submit their decision in writing within **ten (10) working days** to the employee with a copy to the **Director, Human Resources Manager and the Union**.

b) Step 2:

If a grievance is not settled by Section 7.3a) above, **the Union may, within ten (10) working days** after receiving the decision, submit the grievance **to Human Resources for the Director of Infrastructure Services to hear**. The employee shall be accompanied by the Union Shop Steward or a Representative at any meeting regarding the grievance. The **Director** shall then submit the decision in writing within **ten (10) working days** to the employee with a copy to the **City Manager, Human Resources and the Union**.

c) Step 3:

If the grievance is not settled by Section 7.3b) above, **the Union may, within ten (10) working days** after receiving the decision submit the grievance **to Human Resources for the City Manager to hear**. The employee shall be accompanied by the Union Shop

Steward or a Representative at any meeting regarding the grievance. The City Manager shall submit a decision in writing, within **ten (10)** working days, to the employee with a copy to the Union and the Human Resources Manager.

d) Step 4:

If the grievance is not settled by Section 7.3c) above, the grievance may be submitted to an Arbitration Board for finalization, to be established as follows:

- i) The Employer and the Union shall each appoint one (1) member to represent the respective parties at the Arbitration Board hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they shall request the Director of Mediation for the Province of Alberta to select a Chairperson.
- ii) The Arbitration Board's decision shall be final and binding on both parties.
- iii) Grievances shall receive fair and just consideration.
- iv) Each party to the difference shall bear the expenses of its respective Nominee to the Arbitration Board. Expenses, if any, of the Chairperson of the Arbitration Board shall be borne equally by the parties to the dispute.

7.4 It is agreed that all time limits are mandatory, but may be extended by mutual consent and such consent shall not be unreasonably denied.

## 8. GENERAL CLAUSE

The Union shall list current appointments of Union Officers, Business Agents, and Shop Stewards with the Human Resources Department.

### AUTHORIZED ABSENCES

## 9. GENERAL HOLIDAYS

9.1 The following days shall be recognized as General, Proclaimed and Declared Holidays for the purpose of this Agreement:

New Year's Day	Canada Day
Family Day	August Civic Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Christmas Day	Boxing Day

With respect to holidays which fall on a Saturday or Sunday and are commonly celebrated on the following Monday, premium pay shall be paid on the Monday and not with respect to the Saturday or Sunday.

- 9.2 No deduction in the wages of any employee shall be made on account of any General holiday declared by the City of Lethbridge, Province of Alberta, or the Government of Canada occurring during the employee's regular work period provided the employee has worked the employee's regular day immediately preceding or following the holiday unless such day is covered under the conditions of the Group Sickness and Accident section of this agreement; or unless such day off has been approved by the Out of Scope Supervisor.
- 9.3 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.
- 9.4 If a General Holiday falls on an employee's regular day off, the employee shall be entitled to an extra days pay, or be given a day off with pay in lieu of extra pay. The day off to be mutually agreed by the employee and the supervisor.
- 9.5 When a General or Proclaimed Holiday occurs on an employee's regular working day and the employee is called out to work, the employee shall be paid a regular days' wages plus two (2) times the regular hourly rate for each hour worked.
- 9.6 When a General or Proclaimed Holiday occurs on an employee's regular day off, the employee shall be paid at the rate of double the regular hourly rate for each hour of work.

10. ANNUAL VACATIONS

10.1

- a) All permanent employees, hired effective January 1, 2008 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 120 hours of vacation as determined by the month they started their employment.

<u>MONTH ENTERING SERVICE</u>	<u>VACATION ENTITLEMENT</u>
January	120 hours
February	120 hours
March	120 hours
April	108 hours
May	96 hours
June	84 hours
July	72 hours
August	60 hours
September	48 hours



October	36 hours
November	24 hours
December	12 hours

In the second (2<sup>nd</sup>) calendar year and each subsequent calendar year of service, the employee shall receive 120 hours vacation.

In the eighth (8<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive 160 hours of vacation.

In the seventeenth (17<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive 200 hours of vacation.

In the twenty-fifth (25<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive 240 hours 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.

- b) All permanent employees 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.

MONTH ENTERING SERVICE		
January	10 days	80 hours
February	10 days	80 hours
March	10 days	80 hours
April	9 days	72 hours
May	8 days	64 hours
June	7 days	56 hours
July	6 days	48 hours
August	5 days	40 hours
September	4 days	32 hours
October	3 days	24 hours
November	2 days	16 hours
December	1 days	8 hours

All annual vacation days are referenced to an eight (8) hour day.

In the first (1<sup>st</sup>) calendar year of an employee's service, the employee shall receive no annual vacation.

In the second (2<sup>nd</sup>) calendar year, the employee shall receive one (1) day vacation for each month worked the previous year up to a maximum of ten (10) days 80 hours (see scale).

In the third (3<sup>rd</sup>) and each subsequent calendar year the employee shall receive fifteen (15) working days 120 hours vacation.

In the eighth (8<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive twenty (20) working days 160 hours vacation.

In the seventeenth (17<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive twenty-five (25) working days 200 hours vacation.

In the twenty-fifth (25<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive thirty (30) working days 240 hours vacation.

## 10.2

- a) After three (3) continuous years of employment, a non-permanent or summer employee shall receive six percent (6%) vacation pay.
- b) After eight (8) years continuous employment, a non-permanent or summer employee shall receive eight percent (8%) vacation pay.
- c) Summer employees will be paid vacation pay on a bi-weekly basis.
- d) Non-permanent employees (other than summer employees) will have the option of receiving their vacation pay on a bi-weekly basis, or if requested at the commencement of the calendar year, accumulating their vacation pay for disbursement in the current and/or following calendar year. Requests for vacation pay disbursement must be made at least three (3) days prior to the pay-period cut-off. Vacation pay must be paid out no later than:
  - i) the end of the calendar year following the year of accumulation, or
  - ii) if applicable, no later than the effective date of termination, or
  - iii) if applicable, no later than the effective date of change from non-permanent to permanent status (after which vacation pay will be calculated in accordance with Section 10.1a)).

10.3 Any employee, who has been placed in a higher classification shall receive that classification rate, if the employee has a total of five hundred and twenty (520) hours of work in a higher classification during the calendar year immediately preceding the commencement of the employee's vacation.

## 10.4 Approved Leave of Absence

Where an employee qualifies for sick leave, bereavement or any other approved leave

during a period of vacation, there shall be no deduction from vacation for such absence. The period of vacation so displaced shall either be added to the employee's vacation period or reinstated for use at a later date at the employee's option. In all cases of illness while on vacation a medical certificate must be provided for all days claimed.

## 11. LEAVE OF ABSENCE

- 11.1 Leave of absence will be granted only insofar as the operation of the Department will permit and the period of absence shall not exceed three (3) months.
- 11.2 The employee must give sufficient and reasonable notice in writing to the Immediate Out of Scope Supervisor as the case may be.
- 11.3 Such a request must be authorized by the Director and Department Head.
- 11.4 On the return from such leave, an employee shall be entitled to the employee's former position.
- 11.5 Should an employee's application be refused, the employee shall have the right to an appeal to the City Manager and whose decision shall be final.
- 11.6 Employees taking other employment while on leave of absence, unless authorized by the City Manager to do so, shall be considered to have terminated their service with the Employer.
- 11.7 Sufficient and reasonable notice must be given for an extension of leave of absence and must be authorized by the Director or Department Head. If such authorization is not received and the employee has not returned to work at the expiration of the authorized leave, the employee shall be considered to have terminated employment with the Employer. The application for extension of leave must be in writing, but where this is not possible, it can be requested verbally but must be confirmed in writing within five (5) days.
- 11.8 When it is necessary for the Union to make application for a leave of absence for Union business, it is required that such application be in the hands of the City Manager not less than two (2) weeks prior to such leave of absence being required. If the name submitted is not satisfactory to the City Manager, then an alternate name will be submitted.
- 11.9 When an employee has been granted a leave of absence of any kind and for any period, such employees shall be required to pay the full premium costs for Sickness and Accident, Long Term Disability, Group Life Insurance, Local Authorities Pension, Blue Cross, Alberta Health Care Insurance, and other levies which are proper, to be made on the basis of the employee's average earnings over a period of six (6) months, immediately preceding the date of such leave of absence. Vacation pay and holiday pay are not earned during any leave of absence without pay.
- 11.10 During the absence of any employee, such employee shall retain, but not build any additional seniority rights in the department, with no decrease in status, but without claim on any promotions effected during the absence on leave.

#### 11.11 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 take vacation time or banked time rather than take unpaid leave.

#### 11.12 Parental Leave

Both the Union and the Employer recognize the provisions and authority of the Maternity Leave and Parental Leave Sections of the Employment Standards Code of Alberta.

### 12. COMPASSIONATE LEAVE

#### 12.1 Length of Leave

All employees covered by this agreement shall be entitled to compassionate leave up to a maximum of three (3) 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, and 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.

The employee shall notify the out-of-scope Supervisor as soon as practical of the employee's absence.

#### 12.2 Travel Time

If the employee requires time exceeding the maximum of three (3) days of allowed compassionate leave, the employee may apply to the Out of Scope Supervisor for traveling time up to a maximum of two (2) days.

### 13. COURT OR JURY DUTY

13.1 Where an employee is served with an order requiring attendance at court, coroner's inquest, or other competent tribunal authorized by law to give evidence on any matter, occurrence or thing as to which the employee has knowledge of by reason of employment in the department, the employee shall be entitled to receive the normal working days pay or such attendance fees as are awarded, whichever is the larger amount. Should the employee elect to receive the normal working days pay, the attendance fees must be paid to the Employer with the exception of employee's awarded expenses for travel, meals and lodging.

13.2 Where an employee is subpoenaed for jury duty, the employee shall be entitled to receive the normal working days pay or such fees as are awarded, whichever is the larger amount. Should the employee elect to receive the normal working days pay, the attendance fees must be paid over to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.

13.3 No employee shall be entitled to receive such pay where summoned to give evidence in any civil litigation to which the Employer is not a party, or where summoned to give evidence on behalf of any defendant in a criminal case, or when the employee is the person charged in any court.

## LEADHANDS, APPRENTICESHIP, WAGES & CLASSIFICATIONS

### 14. ELECTRIC CONSTRUCTION AND MAINTENANCE LEADHANDS

#### 14.1

- a) Leadhand II shall be an employee who supervises and works with a crew of five or more employees, including the Leadhand II.
- b) A '*Leadhand I*' will be required in the following subsections:
  - i) Overhead Line Construction/Maintenance
  - ii) Underground Line Construction/Maintenance
  - iii) Live Line Specialist

#### 14.2

- a) Leadhand I shall be an employee who supervises and works with a crew of up to four employees, including the Leadhand I.
- b) '*Leadhand I*' will be required in the following subsections:
  - i) Service Crew
  - ii) Digger/Derrick Crew
  - iii) Trouble Truck
  - iv) Street Light Crew
  - v) **Underground II Crew**
  - vi) Substation Maintenance Crew
  - vii) Metering Crew
  - viii) Cable Locator Specialist

14.3 All other classifications are listed in the Wage Appendix called Electric Business Units.

### 15. APPRENTICESHIP

#### 15.1 Apprenticeship

- a) An apprentice is an employee who is specifically employed to work at an applicable trade, who is registered in accordance with the *Alberta Apprenticeship and Industry Training Act*.
- b) All apprentices will be hired into four (4) year term positions. They shall serve four (4) years actual work at the applicable trade and shall pass the approved

Journeyman Examination before they can be rated as a Journeyman and achieve permanent employment status. An apprentice will be eligible for the same benefits as a permanent employee.

- c) Ratio of Apprentices to Journeymen shall be in accordance with current Alberta provincial requirements.
- d) When the employee is required to attend apprenticeship training in a city other than Lethbridge, the Employer will pay the employee a subsistence allowance per week, equivalent to the City's meal per diem allowance.
- e) Tuition fees for apprenticeship classes shall be paid by the Employer. The Employer will also pay for two (2) round trips at the applicable mileage rate.
- f) It has also been agreed that: Indentured Electrical Apprentices shall be paid while working and/or attending apprenticeship classes on a graduated scale with a differential between each step according to the following formula:
  - **1st year 60% of Journeyman rate**
  - **2nd year 70% of Journeyman rate**
  - **3rd year 80% of Journeyman rate**
  - **4th year 90% of Journeyman rate**

In addition, the Apprentices while attending training shall be paid on the basis of a forty (40) hour week.

- g) Failure to pass the apprenticeship examination in any year shall prevent an apprentice from receiving the next year's rate or the Journeyman's rate, as applicable.
- h) If apprentices are unsuccessful during the examination, they will be able to rewrite the apprenticeship examination by following the procedure laid out by the apprenticeship board. Failure to complete the apprenticeship for any reason, such as failure to pass the examination after the allowed rewrites or failure to receive satisfactory feedback on performance reviews will be deemed to be unsuccessful completion of the term position. Employment with the City of Lethbridge will be discontinued at this point.

## 16. WAGES AND CLASSIFICATIONS

16.1 All classifications are listed in the Appendix Wage Schedules.

16.2

- a) When a new position is created, or significant changes are made to an existing position, the job description and salary shall be set by the Employer. The Union will be consulted and have notification provided to them of any changes.

- b) Positions will be posted unless mutually agreed between the Union and the Employer.
- 16.3 All employees covered by this agreement shall have their wages paid to them bi-weekly through the direct deposit process to a chartered bank or credit union of their choice in the Province of Alberta.

## EMPLOYEE STATUS

### 17. EMPLOYEE STATUS

- 17.1 “**Employee**” means a person employed by the City of Lethbridge and covered by this agreement.
- 17.2 A permanent employee is an employee who has successfully bid into an established full-time permanent position and completed probation as per Section 18.5.
- 17.3
- a) A non-permanent employee is one who is hired to perform seasonal work or work of a temporary nature. This employee is subject to layoff on completion of the seasonal or temporary employment.
  - b) Temporary work assignments or projects which are extended beyond twelve (12) months and which have been approved by the Union will not contribute toward permanency.

### 18. PROMOTIONS, SENIORITY, PROBATION AND TRIAL PERIODS

- 18.1 The seniority for promotion will be established as follows:
- a) For employees with starting dates prior to January 1, 1986, seniority will be calculated as starting from their date of employment (permanent position) with the City of Lethbridge Electric Department.
  - b) For employees with starting dates subsequent to January 1, 1986, all persons new to staff shall, for promotion purposes only, be deemed to have six (6) months accumulate seniority upon completion of their apprenticeship program and achievement of journeyman status.
    - i) Apprentices employed with the City of Lethbridge Electric Department as of March 5, 2008, will for promotional purposes have seniority over any new hires.
    - ii) Apprentices and journeymen hired after March 5, 2008 will accumulate seniority from the date of hire in a permanent position.
  - c) For permanent non-trade employees, seniority will be calculated from the date of permanency.
- 18.2 In making promotions, such promotion shall be made from the permanent staff of the Department and awarded to the candidate who demonstrates the greatest skills and

qualifications assessed by management. Seniority will govern in cases where there does not appear, in the opinion of management, to be much difference in skills and qualifications.

Wherein the senior applicant has not been selected for a position applied for, the Employer shall notify the senior applicant in writing, within seven (7) days of the position being filled of why the senior applicant was not awarded the position.

18.3 The Employer shall notify the Union of its intent to post a vacant position within three (3) months of the position becoming vacant. When it is determined that the vacancy will be filled, the vacancy shall be posted.

18.4 Non-permanent employees shall be recalled based on seniority, qualifications and ability for work available. When qualifications and ability are equal, seniority shall prevail. Seniority amongst non-permanent employees will be based on starting date with the Electric Department. A seniority list will be posted for reference in the Line Shop.

18.5 Probationary Period

All new employees shall serve a six (6) month accumulative probationary period to assess their suitability for employment.

An employee may be terminated at any time during the probationary period without cause.

A probationary period may be extended by mutual agreement between the Employer and the Union.

18.6 Trial Period

All employees who have been awarded a posted position will be on a trial period for a six (6) month accumulative period. The purpose of the trial period is to assess the employee's suitability in the new position. If the employee proves unsuitable, the employee will be returned to their former position or equivalent.

## 19. TEMPORARY ASSIGNMENTS

19.1 In the absence of an incumbent of a senior position for a period longer than three days, management shall appoint the most senior qualified employee within the appropriate section to carry additional responsibilities. All employees appointed to act in a senior position shall receive the rate of pay appropriate to the duties assigned.

19.2 In the absence of an incumbent of a senior position for three (3) days or less, management shall appoint the most senior qualified employee within the crew, however, diminished work or crew size and operational disruption may reduce the need for relief.

19.3 If an employee is assigned to work in a senior position, for less than one half day, then the employee will receive the higher rate of pay for those hours. If the employee is assigned to work for one half day or more, then the employee will receive the higher rate of pay for the whole day.



## 20. REORGANIZATION OF THE WORKFORCE

- 20.1 When business restructuring or lay-offs are necessary, permanent employees shall be retained, where possible, in their classification on the basis of seniority, qualifications and ability for the work available. When qualifications and ability are equal, seniority shall prevail. Permanent employees laid off shall be given thirty (30) calendar days' notice in writing or four (4) week's pay in lieu of notice. Employees laid off, shall submit their current address and telephone number to the Human Resources Department.
- 20.2 Permanent employees laid off for reasons of reduction in staff shall be recalled upon the basis of seniority, qualifications and ability for work available. When qualifications and ability are equal, seniority shall prevail. Employees subject to recall shall be notified by registered letter, forwarded to the last known address. Employees so notified shall advise the Human Resources Department in writing of their intentions within five (5) days of receipt of the letter to return to work.

If the employee does not report for work within ten (10) days of receipt of the letter, the employee's services shall be regarded as terminated. The services of any employee who has not been recalled within twelve (12) months shall be regarded as terminated.

## **TRAINING AND SAFETY**

### 21. TRAINING

- 21.1 Training shall be recognized as a joint responsibility between the Union and the Employer, with training programs to be evaluated for each party's level of participation.
- 21.2 If an employee is required to attend training on their regular day off, every effort shall be made to re-schedule training on their regular work day.
- 21.3 If rescheduling is not possible, then an alternate day off with pay at the regular hourly rate (1x) shall be given and this day must be mutually agreed upon by both parties.
- 21.4 If an employee is required to attend training on his regular day off and a mutually agreed upon alternate day off is not possible, the training day shall be paid at double time (2x) the hourly rate.
- 21.5 Unless otherwise agreed, all training will be held during the regular work week hours, Monday – Friday, as stipulated in Section 24.

### 22. SAFETY

Applicable Provincial, Federal and Municipal safety rules shall be adhered to at all times by both the Union and Management.

### 23. INCLEMENT WEATHER

Inside work may be provided for those employees who usually work outside during wet, stormy and extremely cold weather. The decision as to when such weather conditions exist rests with the Distribution Construction and Maintenance Foreman, Leadhand II, or Leadhand I, in conjunction with the Immediate Out of Scope Supervisor.

## HOURS OF WORKS AND OVERTIME

### 24. WORKING HOURS

24.1 A working week shall consist of forty (40) hours, eight (8) hours per day. From 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m. shall constitute a day's work; an ordinary workweek shall be from Monday to Friday inclusive, except as mutually agreed between the Employer and the Union.

24.2 It is the employee's responsibility to advise the applicable Foreman or Out of Scope Supervisor, prior to the employee's regular starting time, of an inability to report for work.

### 25. CALL-OUT

#### 25.1

- a) A call out is defined as a call to work outside of the employee's regular hours of work except for any work that is a continuation of the employee's shift or call to work that is within one (1) hour of the employee's regular start time.
- b) Employees required to be on call must live within 30KM of their assigned work location.

#### 25.2

- a) An employee who is called out to work pursuant to Section 25.1 shall be paid a minimum of two (2) hours pay at double the employee's regular hourly rate.
- b) An employee who is on standby and called out to work pursuant to Section 25.1 shall be paid a minimum of two (2) hours pay at double the employee's regular hourly rate or the Leadhand I hourly rate, whichever is greater.
- c) Traffic Signals Electricians who are on standby and called out to work shall be paid a minimum of two (2) hours pay at double the employee's regular hourly rate or double the Traffic Signals Electrician/Electrical Technologist IMSA 3 hourly rate, whichever is greater.

25.3 If the employee receives additional calls within the two (2) hour callout period it shall not be considered a new call out.

25.4 Where an employee is called in to work over-time, the employee will receive a one-half (½) hour paid lunch break upon completion of each four (4) hours of overtime worked.

### 26. STANDBY DUTY

Where an employee is assigned to standby duty, the employee shall be paid as follows, in addition to their regular pay:

- a) For the hours of any regular working day other than the employee's regular working hours, two (2) hours pay at the regular hourly rate.
- b) For Saturdays and Sundays, four (4) hours pay at the regular hourly rate.

- c) For Statutory or Declared Holidays, four (4) hours pay at the regular hourly rate.
- d) All standby hours are bankable.

27. OVERTIME

- 27.1 Twice the hourly rate will be paid for all overtime work and the minimum pay will be equivalent to one (1) hour at double the regular hourly rate.
- 27.2 Planned overtime is to be distributed as evenly as practicable among the members of the Departments. A list showing the amount of planned overtime worked by each Electric Construction and Maintenance employee for the calendar year will be posted monthly.
- 27.3 Any employee performing overtime work for a period of four (4) hours or more (\*\*actual worked time, need not be continuous) shall be paid at the overtime rate for the next regular shift, providing the period of four (4) hours or more is within eleven (11) hours of the next shift and infringes on the eight (8) hour period immediately prior to the next regular work period by one (1) hour or more.

The employee is required to notify the General Foreman in circumstances where this article is applicable prior to the next regular shift. The City reserves the right for management to instruct any employee having worked excessive overtime hours during their rest period, to absent themselves during regular working hours for the purpose of safety reasons. An employee, concerned for their safety because of excessive overtime hours, may also decide to absent themselves. The employee shall be paid their regular wage for such hours.

- 27.4 A one-half (½) hour paid lunch break will be allowed for employees working overtime beyond their regular shift on a continuous basis. Such lunch break will occur after two (2) hours of overtime worked and after every four (4) hours of overtime worked thereafter.
- 27.5 No employee shall be required to take time off in lieu of overtime pay.

28. OVERTIME BANK

An overtime bank day is a normal working day off with pay in lieu of overtime pay.

- a) The number of hours in the bank at any time may not exceed eighty (80) hours at employee's current rate.
- b) Following five (5) days' notice, the time equivalent of amounts in the overtime bank shall be scheduled as time off when mutually agreed.
- c) An employee's overtime bank shall be paid out in cash at their request provided sufficient notice is given.
- d) Overtime which is accumulated in the overtime bank 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 banked into the dollars banked.
- e) For absences of an emergent nature, employees shall be allowed to take time from

their overtime bank in blocks of no less than four (4) hours.

- f) Overtime, worked in declared emergency situation where cost recovery is possible, may not be banked.

## **EMPLOYEE BENEFITS**

### 29. PERMANENT EMPLOYEE BENEFITS

- 29.1 The benefits provided to employees under the plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the City's contracts with the Alberta Blue Cross Extended Health Benefits Plan and/or the Alberta Blue Cross Dental Benefits Plan be terminated, the parties shall meet to negotiate equal or better coverage.

The monthly premium costs for core benefits will be paid as follows:

- a) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
- b) Premiums for Basic Life Insurances and Alberta Health Care will be 100% paid by employees.

### 29.2

- a) The Employer will contribute flexible credits to permanent employees calculated at 100% of the Employer cost reduction resulting for the reallocation of benefit premium costs. The Employer's costs reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefits accounts of all permanent employees.
- b) Permanent employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and 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.
- c) Costs for the administration of the flexible benefit plan will be 100% paid by the employees. Employee contributions will be deducted from flexible credits on an annual basis.

- 29.3 Permanent employees may choose to apply for optional life insurance benefits and optional AD&D coverage. The premiums for these voluntary benefits will be 100% paid by employees participating in these plans.

- 29.4 The benefit year is January 1<sup>st</sup> to December 31<sup>st</sup>.

### 30. NON-PERMANENT EMPLOYEE BENEFITS

All non-permanent employees with four (4) calendar years of service and who work a forty (40) hour workweek for the major portion of the year will be eligible, while working, for Alberta Health Care benefits and to participate in the Local Authorities Pension Plan.

## 31. DISABILITY

### 31.1 Non-Occupational Disability

Permanent employees are entitled to benefits provided through the Disability Partnership. Non-permanent employees are entitled to Extended Disability Benefits if eligible under Section 32.

### 31.2 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:

- a) 100% of the employee's wages for any one absence up to but not exceeding twenty-six (26) weeks.
- b) Compensation is payable by the *Worker's Compensation Act* of Alberta for period of the absence.
- c) The employee has produced a medical certificate signed by a fully qualified medical practitioner or a fully qualified chiropractor stating that the employee was unable to work.
- d) Compensation monies received are paid over to the Employer.
- e) The employee notified the Immediate Out of Scope Supervisor or General Foreman of an inability to work.

### 31.3 Continuation of Benefits While Ill or Disabled

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

### 31.4 Medical Certificate

- a) Where the Employer has reason to doubt the justification of the cause of absence, the employee, after written notification, shall be required to submit a medical certificate for all absences in excess of one (1) working day. This requirement shall extend for a period of six (6) calendar months following the written notification.
- b) A doctor's medical certificate shall be produced upon request when the working day prior to or following any requested leave period is taken as a casual sick day.

31.5 The Employer reserves the right at any time to require an employee to submit to a medical examination, provided it be at the expense of the Employer. The medical examination is for the purpose of determining if the employee is fit to continue to work in their position.

## 32. NON-PERMANENT EMPLOYEES DISABILITY

A non-permanent employee who has completed fifteen (15) months of service, who works a minimum of thirty (30) hours per week on a regular basis and who continues to be employed in some part of each and

every calendar year thereafter shall be entitled to Extended Disability Benefits.

Whenever non-permanent employees phone in that they are sick on days of inclement weather, they may be required to produce a Doctor's certificate for the first day of absence.

### CLOTHING AND EQUIPMENT

#### 33. CLOTHING, TOOLS AND EQUIPMENT

33.1 All permanent employees shall be supplied as required and shall wear as requested - hardhats, rubber boots, rubber gloves, raincoats, rain hats, safety belts, body belts, straps, spurs, summer and winter leather gloves, winter liners for hard hats. Worn out articles are to be replaced provided inspection by the Immediate Out of Scope Supervisor proves the necessity for replacement, and the articles to be replaced are turned over to the Employer.

33.2 The Employer will replace all tools and equipment necessary to carry out the work involved in maintaining service. An employee must return the worn out or broken article in order to receive a replacement. In the case of a lost article, the employee must give a satisfactory explanation to the Immediate Out of Scope Supervisor as to how the article was lost, or pay for the article.

33.3 All employees requiring the use of coveralls should receive an initial pair and the employer will replace worn out coveralls as is reasonably required.

33.4 On request, the Employer will reimburse all employees \$150 per year for the purchase or repair of safety footwear. The annual safety footwear allowance may be carried over each year to a maximum of three (3) years and used when required.

Safety footwear must meet current department safety requirements. A receipt must be presented which shows proof of repair or purchase.

#### 34. PROTECTION OF PROPERTY

Employees shall at all times use their best effort to protect and preserve the Employer's property.

### DISCIPLINE AND DISMISSAL

#### 35. DISCIPLINE AND DISMISSAL

**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 Unit Chairman of the Union shall be sent a copy. The Employer shall finalize discipline (if required) within twenty-one (21) calendar days from the date the Employer becomes aware of the misconduct. Extensions can be granted through mutual agreement between Management and the Union.**

##### 35.1 Just Cause

An employee may be dismissed or disciplined for just cause only. This provision will not apply to employees who are on probation.

##### 35.2 Letters on File

When the Employer disciplines an employee, the discipline shall be in writing and a copy shall be sent to the Union and the Human Resources Manager.

**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.**

All letters of warning or discipline shall be removed from the employee's file after twenty-four (24) months following the issuance of the discipline if no further incidents of discipline have occurred.

### **35.3 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.**

## **DISCRIMINATION**

### **36. DISCRIMINATION**

**The City and Union agree 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 or by reason of membership or non-membership in a union. All Employees covered by this Agreement have a right to freedom from discrimination and harassment in the workplace.**

## **PERFORMANCE CONVERSATION**

### **37. PERFORMANCE CONVERSATION**

**Management and the Union recognize that regular Performance Conversations can play a valuable role in goal setting from the perspective of both performance and training. Performance Conversations allow an opportunity for open conversation to review past and future work. Additional focus areas include employee wellness, training, career development as well as department objectives.**

<b>Electric Construction and Maintenance</b>								
<b>Classification</b>	<b>Job Code</b>	<b>Index</b>	<b>2.25%</b>	<b>1.00%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>2.00%</b>	
			<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	
			1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	
Admin. Relief – Distribution Foreman + 5%	508R	120%	\$67.33	\$68.00	\$69.02	\$70.06	\$71.46	
Admin. Relief – Substation Leadhand II + 5%	507R	115%	\$64.53	\$65.17	\$66.15	\$67.14	\$68.48	
Distribution Construction & Maintenance Foreman	501A	115%	\$64.53	\$65.17	\$66.15	\$67.14	\$68.48	
Electrical System Control Coordinator	501C	115%	\$64.53	\$65.17	\$66.15	\$67.14	\$68.48	
Trades Trainer/SCO & Safety Coordinator	502R	115%	\$64.53	\$65.17	\$66.15	\$67.14	\$68.48	
Live Line Specialist	502H	110%	\$61.72	\$62.34	\$63.27	\$64.22	\$65.51	
Senior Information System & Communication	502T	110%	\$61.72	\$62.34	\$63.27	\$64.22	\$65.51	
Electric Distribution Inspector/SCO	502D	110%	\$61.72	\$62.34	\$63.27	\$64.22	\$65.51	
Electrical System Control Operator II	502C	110%	\$61.72	\$62.34	\$63.27	\$64.22	\$65.51	
Leadhand II	502L	110%	\$61.72	\$62.34	\$63.27	\$64.22	\$65.51	
Electric Distribution Inspector	503D	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Trades Trainer & Safety Coordinator	503R	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Leadhand I	503L	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Cable Locator Specialist	503W	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Information System & Communication Technologist	503T	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Distribution Systems Patroller	503P	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Electrical System Control Operator I	503C	105%	\$58.92	\$59.50	\$60.40	\$61.30	\$62.53	
Information System & Communication Technologist	503T1	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Electrical System Control Operator Trainee	505C	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Electric Metering Technician	505M	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Power Line Technician	505P	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Electric Substation Technician	505S	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Cable Locator	502W	100%	\$56.11	\$56.67	\$57.52	\$58.38	\$59.55	
Maintenance Electrical Apprentice	506A							
Apprentice 4th Year		90%	\$50.50	\$51.00	\$51.77	\$52.54	\$53.60	
Apprentice 3rd Year		80%	\$44.89	\$45.34	\$46.02	\$46.70	\$47.64	
Apprentice 2nd Year		70%	\$39.28	\$39.67	\$40.26	\$40.87	\$41.69	
Apprentice 1st Year		60%	\$33.67	\$34.00	\$34.51	\$35.03	\$35.73	
Vehicle and Equipment Trainer	507V	79%	\$44.33	\$44.77	\$45.44	\$46.12	\$47.04	
Electric System Groundman	504G	76%	\$42.64	\$43.07	\$43.72	\$44.37	\$45.26	
Labourer	509L							
Job rate after 1040 hours			\$26.37	\$26.63	\$27.03	\$27.44	\$27.99	
Start rate			\$25.87	\$26.13	\$26.52	\$26.92	\$27.46	
Labourer (New Hire)	509NH		\$20.50	\$20.50	\$20.50	\$20.50	\$20.50	



<b>Electric Business Units</b>						
<b>Classification</b>	<b>Job Code</b>	<b>2.25%</b>	<b>1.00%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>2.00%</b>
		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
		<b>1/1/2018</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
Electrical Safety Codes Officers	530S					
Senior Electrical Safety Codes Officer		\$54.57	\$55.12	\$55.95	\$56.79	\$57.93
Electrical Safety Codes Officer III		\$50.51	\$51.02	\$51.79	\$52.57	\$53.62
Electrical Safety Codes Officer II		\$46.45	\$46.91	\$47.61	\$48.32	\$49.29
Electrical Safety Codes Officer I		\$42.93	\$43.36	\$44.01	\$44.67	\$45.56
Electrical Safety Codes Officer in Training		\$38.90	\$39.29	\$39.88	\$40.48	\$41.29
Instrumentation Technician	541W	\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
WWTP Electrician	540W	\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
Senior Facilities Electrician	541F	\$50.71	\$51.22	\$51.99	\$52.77	\$53.83
Facilities Electrician	540F	\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
Senior Traffic Electrician	541T	\$53.44	\$53.97	\$54.78	\$55.60	\$56.71
Traffic Electrician/Technician	540T					
Traffic Electrician/Technician Level 3		\$49.48	\$49.97	\$50.72	\$51.48	\$52.51
Traffic Electrician/Technician Level 2		\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
Traffic Electrician/Technician Level 1		\$47.20	\$47.67	\$48.39	\$49.12	\$50.10
Journeyman Electrician		\$46.07	\$46.53	\$47.23	\$47.94	\$48.90
Groundman - Traffic	560G	\$35.03	\$35.38	\$35.91	\$36.45	\$37.18
Radio Systems Coordinator	550C	\$53.44	\$53.97	\$54.78	\$55.60	\$56.71
Radio Systems Technician	550R	\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
Waste and Recycling Maintenance Tech	540G	\$48.39	\$48.87	\$49.60	\$50.34	\$51.35
Journeyman rate for WWTP, Facilities, Traffic, Radio Systems	539J	\$46.07	\$46.53	\$47.23	\$47.94	\$48.90
Business Unit Electrician Apprentice	570A					
Apprentice 4th Year	90%	\$41.46	\$41.88	\$42.51	\$43.15	\$44.01
Apprentice 3rd Year	80%	\$36.86	\$37.22	\$37.78	\$38.35	\$39.12
Apprentice 2nd Year	70%	\$32.25	\$32.57	\$33.06	\$33.56	\$34.23
Apprentice 1st Year	60%	\$27.64	\$27.92	\$28.34	\$28.76	\$29.34
Admin. Relief = Senior Rate + 5% (not to exceed Manager's rate)	543R	\$53.23	\$53.76	\$54.57	\$55.39	\$56.50

THE CITY OF LETHBRIDGE (EMPLOYER)

LOCAL UNION #254, THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS REPRESENTING  
LETHBRIDGE UNIT

  
\_\_\_\_\_

C. Spearman, Mayor

  
\_\_\_\_\_

J. Briegel, Business Manager

  
\_\_\_\_\_

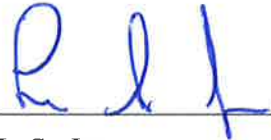
Bonnie Hilford, City Clerk

MANAGEMENT BARGAINING  
COMMITTEE


UNION BARGAINING COMMITTEE

  
\_\_\_\_\_

G. Anderson

  
\_\_\_\_\_

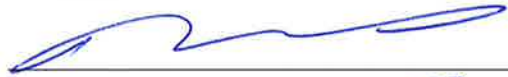
L. St. Jean

  
\_\_\_\_\_

P. Rocca

  
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M. Geworsky

  
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J. Drenth

  
\_\_\_\_\_

C. Thiessen

  
\_\_\_\_\_

G. Smith

  
\_\_\_\_\_

B. Hill

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL 254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: VOLUNTARY SEPARATION INCENTIVE OPTION (VSIO) (SEVERANCE)

The City of Lethbridge continues to face a dynamic environment where many of our Operating Units will experience change and reinvention of service delivery approaches. In some cases these changes will impact directly on employees attached to specific Operating Units. This program has been developed to provide an additional option to those already available within collective agreements or other Corporate Policy.

**Program Application**

The Voluntary Separation Incentive Option (VSIO) will be activated by the Corporation to assist individuals affected by specific business change. When it is deemed appropriate by the Corporation to activate this program the City Manager will identify the specific Employee Group eligible to make an application under the VSIO. The relevant union leaders will be consulted and correspondence will be sent to each eligible employee with copies to the relevant union. Only the identified employees will be eligible to make application notwithstanding the following exception. Should an eligible employee have access to bumping options under a collective agreement and should such an employee exercise that option then the individual who has been bumped will become eligible to make an application under the VSIO.

**Eligibility Criteria**

1. Applicants must be members of the permanent work force (casual employees are not eligible).
2. Applicants must have a minimum of five (5) years continuous service with the City of Lethbridge and a minimum of five years seniority. In case where the applicant has worked continuously, but under two or more collective agreements, seniority will be cumulative for purposes of this policy.

**Terms of the VSIO Program**

1. A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) week's pay plus a lump sum payment of \$2,500.00.
2. Each year of continuous service with the City of Lethbridge will be counted towards the above calculation.
3. Applications must be accompanied by a written resignation date for no later than the date specified by the City Manager when the program is activated for the specific employee group.

**Application Process**

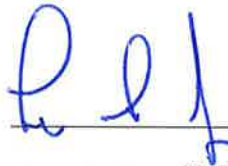
1. Each applicant will be notified concerning the acceptance or non-acceptance of their application.
2. Once the application has been accepted the applicant then must follow through with their resignation on the effective date.
3. Separation payments will be made in accordance with the wishes of the applicant and the legal requirements on the City.

**NOTE:** The original letter on Voluntary Separation Incentive Option (VSIO) was signed on July 25, 2000.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION #254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: COMPRESSED WORKWEEK

It is agreed between the parties that the following spells out the regulations governing compressed workweek for the duration of the collective agreement:

Hours of work shall be from 7:30 a.m. to 4:30 p.m. on the 9 hour days. On the one day 8 hours shall be worked starting at 7:30 a.m. and terminating at 3:30 p.m.

Provided that sufficient advanced notice is given and with the approval of the Immediate Out of Scope Supervisor, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.

All union employees shall comply with these regulations and it is recommended that employees bring a lunch.

All time shall be calculated in terms of hours, rather than days. Any days off the employee will be credited with that number of hours on that day whether it be 8 or 9 hours. Vacations shall be calculated in hours.

Two (2) 20 minute paid rest periods are permitted daily. These can be taken at the discretion of the immediate supervisor.

Lunch may be eaten in the City of Lethbridge facilities, Community Services buildings and the nearest building to the work site.

It is permitted to go in coffee shops during the daily 20 minute work breaks.

If a compressed workweek arrangement for a work group (e.g. Electric Operations, Traffic Signals, Electrical Building Maintenance, Wastewater Treatment Plant, Radio Communications), becomes unsatisfactory to the Employer, either because of a demonstrable negative impact on customer service or due to the increased costs of the arrangement, the Employer will give at least one hundred and twenty (120) days' notice of cancellation to the Union. During the one hundred and twenty (120) day notice period, the parties will meet to attempt to resolve the issues giving rise to the concerns about customer service and/or costs, and if these issues are resolved to the satisfaction of the Employer, the notice of cancellation will be withdrawn.

If a compressed workweek arrangement for a work group becomes unsatisfactory to the Union, the Union will give at least one hundred and twenty (120) days' notice of cancellation to the Employer. During the one hundred and twenty (120) day notice period, the parties will meet to attempt to resolve the issues giving rise to the concerns, and if these issues are resolved to the satisfaction of the Union, the notice of cancellation will be withdrawn.

Where a compressed work arrangement is cancelled for a particular work group, the hours of work in Clause 24.01 will apply to that group. It is understood that the transition from a compressed workweek arrangement to the hours of work in Clause 24.01 will be at no cost to the Employer.


No new compressed workweek arrangement may proceed until it has been approved by both the Union and the applicable Department Head.

**NOTE:** The original letter on Compressed Workweek was signed on July 25, 2000.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION #254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: MAINTENANCE ELECTRICIANS

1. It is agreed between the parties that the following spells out the regulations governing Compressed Work Week for Electricians in Facility Services for the duration of the Collective Agreement (See LOU #2 in the Collective Agreement).
2. When an Electrician in Facility services is scheduled to be absent, the remaining Electrician will cover the shift (8 hours relief) and take straight time off in lieu at a mutually agreeable time.
3. In the event that work requirements are deemed to have changed, both parties commit to meet to discuss the impact of work requirements on the Electricians.
4. All parties agree to work on improving the methods and processes of assigning and committing to workload/schedules.

**NOTE:** This letter on Maintenance Electricians was signed in November 2005.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #4

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION #254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: HOURS OF WORK FOR ELECTRICAL INSPECTORS

The parties agree that the following shall describe the hours of work for the Electrical Inspectors in the Development Services area. This language replaces Clause 24.01 for this group of employees.

A working week shall consist of forty (40) hours, eight (8) hours per day. From 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. shall constitute a day's work; an ordinary workweek shall be from Monday to Friday inclusive, except as mutually agreed between the Employer and the Union.

**NOTE:** The original letter on Hours of Work for Electrical Inspectors was signed in May 2003.

Signed this 29<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW



LETTER OF UNDERSTANDING #5

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL 254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: RE-EMPLOYMENT OF RETIREES

Notwithstanding the provisions set out in this agreement, the parties agree that the following terms and conditions of employment shall apply to IBEW members who have retired from the City of Lethbridge and who are re-hired as retirees. Any term or condition not specified below will be provided at Management's discretion. No other provision of this Collective Agreement shall apply.

- The regular posting process will not be applicable;
- The term of employment will be specified and will not exceed 12 months on completion of which the employment terminates;
- The regular hours of work will be specified;
- The expected duties for the term position will be discussed in advance of the start date of the term;
- **The rate of pay for the term will be at the 100% rate classification for the required position;**
- An amount equal to 3% of pay will be paid in lieu of benefits;
- Retirees would be covered under WCB;
- Union dues would still be paid by this member;
- Vacation pay of 8% will be paid on each pay cheque;
- The retiree is ineligible for sick leave;
- When required overtime will be paid out at 2 times regular pay;
- The retiree will not retain previous seniority nor will seniority be accrued;
- The grievance procedure is limited to the terms and conditions stated above.

**NOTE:** The original letter on Re-employment of Retirees was signed on January 23, 2008.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #6

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL 254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: ARTICLE 10.00 VACATION ENTITLEMENT FOR EXPERIENCED HIRES

Permanent employees hired on January 1, 2008 or thereafter, who have previous directly-related work experience and who have successfully completed their probationary period may have their vacation allotment increased as per the vacation scale in Article 10.01(1) to recognize their previous years of service.

For previous experience to be considered it is the employee's responsibility to produce the necessary documentation. This information may be verified by the Employer.

The Employer retains full discretion in applying this language.

The Union would be notified of those members eligible for this provision.

This provision has no effect on an employee's seniority rights.

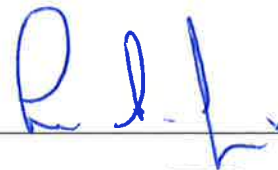
With respect to termination of employment the provisions of Article 10.01(a) would apply.

**NOTE:** The original letter on Article 10.00 Vacation Entitlement for Experienced Hires was signed on February 12, 2008.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #7

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL 254,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: JOINT COMMITTEE

A joint committee will be established to review challenges related to the effective recruitment and retention of IBEW members at the City of Lethbridge. Recommendations to deal with these challenges will be documented and passed on to the City of Lethbridge Human Resources Department for consideration.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #8

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION 254

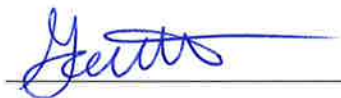
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: ELECTRIC BUSINESS UNITS POSITION REVIEW

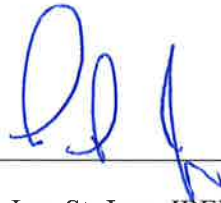
The City agrees to conduct a position review for roles in the Electric Business Units on an as-required basis. As part of the review, the city will consult with the union when a review is occurring so that the Union can provide data and information for the City's Consideration.

Any adjustment to the rate of pay that may result from the position review will be implemented at the discretion of the City.

Signed this 29<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW

LETTER OF UNDERSTANDING #9

BETWEEN

THE CITY OF LETHBRIDGE

AND

LOCAL UNION 254

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: BENEFITS REVIEW

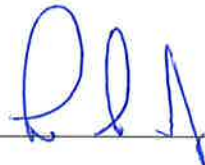
The Union shall appoint two members to meet with the appropriate Management Staff and Benefits Manager a minimum of annually to discuss the Benefits offerings of the City.

The purpose of this meeting is to gather input from the membership and to create an avenue to communicate concerns and suggest changes from the Union membership to City Management regarding the group health, insurance and core benefits and to achieve maximum value from required Employer and Employee contributions to the group benefit plans.

Signed this 24<sup>th</sup> day of September, 2019



Garrett Anderson, City of Lethbridge



Len St. Jean, IBEW