




## **CERTIFICATE**

I certify that the attached document, comprising of fifty eight pages, is a true copy of the Collective Agreement between the City of Edmonton, A Municipal Corporation and Canadian Union of Public Employees Local 3197, Edmonton Emergency Health Services Personnel, Duration June 17, 2001 to December 27, 2003 as signed and sealed on February 21, 2002.

## **SIGNED AND SEALED**

February 26, 2002



Steve Thompson  
A/City Clerk

10258 (03)

# COLLECTIVE AGREEMENT

between

## THE CITY OF EDMONTON

A Municipal Corporation

and

## CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197

Edmonton Emergency Health Services Personnel

Duration: June 17, 2001 to December 27, 2003

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**49546**

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**ADDENDUM - TRANSFER EMPLOYEES****NOTES:**

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

# COLLECTIVE AGREEMENT

between

## THE CITY OF EDMONTON

A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

and

## CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197

Edmonton Emergency Health Services Personnel  
(hereinafter called the "Union")

Of the Second Part

### 1. AMENDMENT AND TERMINATION

- 1.01. The duration of this Agreement shall be for the period of June 17, 2001 to December 27, 2003. The wages as specified in Appendix A shall be effective upon the dates specified in said Appendix A.
- 1.02. This Agreement shall take effect on the date of signing and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred-twenty (120) days nor less than sixty (60) days prior to the expiration date, and negotiations shall commence within thirty (30) days of receipt of written notice subject to the provisions of the Labour Relations Code, and the existing Agreement shall remain in force until either the expiration date of this Agreement has passed and the Union has issued a notice to strike in accordance with the provisions of the Labour Relations Code **or** the expiration date of this Agreement has passed and the City has issued a notice of lockout to the Union in accordance with the provisions of the Labour Relations Code.
- 1.03. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized signing officers of the parties to the Agreement. Such changes shall form part **of** the Collective Agreement and are subject to the grievance and arbitration procedure.

### 2. PREAMBLE

- 2.01. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the City and the Union and to set forth certain terms and conditions of employment relating to hours of work, employee benefits, wages, working conditions, and the security of **all** employees represented by the Union.
- 2.02.  
\* In order to promote common understanding, effective problem solving and enhanced relationships, the EMS Chief may provide the Union with reports or recommendations regarding policy and/or conditions of employment which may affect the Bargaining Unit in a timely fashion enabling the Union to consider and, where necessary, to respond. Such information shall not be unreasonably withheld.

- 2.03. The parties hereby agree to negotiate with each other or any of its authorized committees, concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.04. The parties agree changes to any existing policy, practice or procedure with respect to conditions of work or the introduction of new equipment, shall be discussed in advance where practical at a meeting of the Labour Relations Committee.
- 2.05. The parties recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment, service, to the end that the morale, well-being and security of all employees represented by the Union be improved and maintained.
- 2.06. The parties of this Agreement share a desire to improve the quality of pre-hospital care and service; to promote the well-being of the employees of the City to the end that the people of Edmonton will be well and efficiently served.

### **3. SCOPE**

- 3.01. This Agreement shall apply to all employees employed by the City of Edmonton whose bargaining rights are held by the Canadian Union of Public Employees Local 3197, Alberta under Certificate #47-96, issued by the Labour Relations Board of Alberta in accordance with the provisions of the Labour Relations Code of Alberta.
- 3.02. If the City creates a new classification within any group covered by the certification which may not be included in Appendix A of this Agreement, it shall establish a salary structure and then give written notice to the Union.
- 3.03. If the City creates a new classification, within the scope of the Local's certificate or the Collective Agreement, the City shall establish a salary structure and give written notice to the Union.
- 3.04. If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the City, the wage structure shall be considered as established.
- 3.05. If the Union objects to the wage structure established by the City and by negotiation succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date the new classification was implemented.
- 3.06. Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the City it may be referred to arbitration.
- 3.07. The City and the Union agree to design and equally share the cost of the printing of Collective Agreements for employees and Union/City business.

### **4. NO STRIKE OR LOCKOUT**

- 4.01. The Union and City agree there shall be no strike, lockout, or work slowdown during the term of the Agreement. The Union agrees that, during the life of this Agreement, it will not be involved in, nor will it solicit, encourage, or authorize any work slowdown, stoppage of work, or picketing ~~of~~ the City's premises and furthermore, no employee shall be involved in such action.

**5. DEFINITIONS****5.01. Appointment Date**

Shall mean the actual date upon which an employee commenced their current period of continuous employment in their current classification.

**5.02. Increment Date**

Shall mean the first day of the pay period in which the anniversary of their appointment date falls.

**5.03. Calendar Year**

Shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

**5.04. Disability**

Shall mean the inability of an employee to perform their assigned duties by reason of a non-compensable illness or injury.

**5.05. Employee**

Shall mean an individual who comes within the scope of this Agreement.

**5.06. Interpretation**

In this Agreement (unless otherwise indicated in the context), all words in the plural shall include the singular.

**5.07. Member**

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

**5.08.**

Shall mean the period of time between the date in one month and the preceding date in the following month.

**5.09. Off Days**

Shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work under this Agreement.

**5.10. Classification**

Shall mean a specific set of duties and conditions, as described in a classification description, and developed for the purpose of assignment to an incumbent.

**5.11. Position**

Shall mean a single entity within a classification

**5.12. Promotion**

Shall mean the advancement of an employee to a classification with a higher regular rate of pay than their present classification.

**5.13. Regular Hours of Work**

Shall mean the assigned hours of work, exclusive of overtime.

**5.14. Regular Hourly Rate of Pay**

Shall mean the hourly rate of pay assigned to an incumbent of a classification within the pay range specified in Appendix A.

**5.15. Registered**

\*

Shall mean employees registered under the Health Professions Act and Regulations.

**5.16. Shift**

Shall mean one work period, (i.e. day shift or night shift).

**5.17. Permanent Employee**

Shall mean an employee who works on a full or part-time basis.

**5.18. Full-Time Permanent Employee**

Shall mean an employee who occupies a position, the duties of which are of a continuing nature and indefinite extent.

**5.19. Part-Time Permanent Employee**

Shall mean an employee who occupies a position established as **such** in which the incumbent is required to work not less than twenty (20) hours per week averaged over a complete shift cycle.

**5.20. Temporary Employee**

Shall mean an employee who is hired for a specific job, in which the incumbent is required for continuous employment for a period of not more than twelve **(12)** months. The term of a temporary employee may be extended by mutual agreement between the Union and the City.

**5.21. Casual Employee**

Shall mean an employee who is hired to fill a position made temporarily vacant as a result of a sickness, injury, leave of absence, vacation, paid holiday, education or termination, or an employee who is hired to work peak loads and partial shifts.



**5.22. Probationary Period**

Shall mean the initial time from date of hire an employee serves on probation.

**5.23. Trial Term**

Shall mean the period of employment when promoted to a new classification.

**5.24. Shift Cycle**

Shall mean a rotation of hours worked over four **(4)** complete pay periods.

**6. MANAGEMENT RIGHTS**

**6.01.** The City reserves all rights not specifically restricted or abrogated by the provisions of the Collective Agreement.

**6.02.** Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the City to operate and manage its business, including the right to:

- a) Maintain order, hire, promote, evaluate, transfer, lay-off, recall and to demote, discipline, suspend or discharge for just cause;
- b) Make, alter, and enforce, from time to time, policies and procedures in a reasonable manner to be observed by an employee which are not in conflict with any provision of this Collective Agreement; and,
- c) Direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification, and to determine whether or not a position, work unit or classification will be continued or declared redundant.

**6.03.** Management shall provide a list of all management personnel and include such changes as they occur to the Union.

**7. UNION SECURITY**

**7.01.** The City recognizes the Union through its accredited officers and representatives as the exclusive agent for Collective Bargaining for those employees covered by this Collective Agreement. The City shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

**7.02.** Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or instances beyond the control of the City, provided the act of performing the aforementioned work does not reduce the regular hours of work of any employee.

No Discrimination

- 7.03. There shall be no discrimination **by** either party against any employee because of their being or not being a member of the Union or for their activities within the Union.

The parties of the Agreement agree that there shall be no discrimination exercised or practised with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of race, creed, colour, ancestry, national origin, religion, political affiliation, sexual orientation, sex, marital or parental status.

Union Officers

- 7.04. The Union shall inform the City in writing **as** to the names of its officers, negotiating committee members, shift stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the City in writing of any changes to such list of names.

- 7.05. Time off from work without loss of regular earnings, benefits or seniority shall be granted an Union representative and/or an affected employee for time spent in discussing disciplinary actions or grievances as outlined in the Grievance Procedure, with the City. Affected employees must first advise the City before such time is spent.

- 7.06. Time off from work without loss of regular earnings, benefits or seniority shall be granted to Union representatives for time spent in Labour Relations Committee meetings.

Where a Union representative provides a minimum of forty-eight (48) hours notice, the City shall arrange such replacement as required. In the event the minimum notice is not provided it shall be the responsibility of the Union to arrange such replacement.

- 7.07. Union officers and representatives shall be allowed to have other employees replace them for Union business. Such replacement will be arranged by the Union. For the purpose of negotiations, the employer shall arrange the replacement.

- 7.08. To facilitate the administration of Clause 7.07, the City will grant time off with pay and invoice the Union for the wages paid to the absent employee. Time spent in such shall be considered as time worked for the purpose of compensation for illness and injury, benefits, and seniority.

Union Meetings

- 7.09. With the prior approval of the City, Union meetings can be held on the City's premises, provided the Union assumes responsibility for cleaning the premises.

- 7.10. In order that the Union can properly represent the employees, the City shall allow Union representatives access to the City's premises.

Forwarding of Union Dues

- 7.11. The employee's membership in the Union shall be voluntary. The City shall not be required to deduct any initiation fees. All employees covered by this Agreement shall be subject to deduction of union dues from their pay, in accordance with the Rand Formula.

- 7.12. Upon commencement of employment with the City, the City shall commence to deduct, from wages of the employee, union dues as determined by the Union. Union dues shall be deducted from the employee's wage every cheque and shall be forwarded to the Union upon the release of the cheque on which the dues were deducted, and shall be accompanied **by** a list of the employee's names and classifications, regular wages, and hours of work; with the corresponding Union deductions made. Notice of promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment, and changes in address and telephone numbers will be forwarded to the Union as they occur. The Union will indemnify the City against any loss, expense or liability that may arise from the City releasing personal employee information to the Union.
- 7.13. The Union shall notify the City thirty (30) calendar days prior to any change in the union dues calculation.
- 7.14. The City shall not levy a charge upon the Union for rendering this service.
- 7.15. Income tax (T-4) slips provided to employees shall indicate the amount of union dues paid by each employee in the previous year.

#### Bulletin Board Space

- 7.16. The City shall provide bulletin boards to the Union which shall be placed in mutually agreeable locations at all shift change locations. The Union shall be permitted to post notices of meetings and other notices which may be of interest to employees or the Union and not degrading to the City. Copies of all items to be posted shall be provided to the City.

#### Union Furniture And Property

- 7.17. It is agreed that with the prior approval of the City, the Union shall be allowed to store Union furniture and property on the City's premises. The Union shall maintain such items in good order and repair at all times and shall save the City blameless in the event of loss or damages.

### **8. HOURS OF WORK**

- 8.01. All full-time permanent active personnel shall be assigned regular hours **of** work under the following schedules:

a) Life Support Platoons 1-4:

Two (2) ten (10) hour day shifts, commencing between 06:00 and 09:00 hours, followed by two (2) fourteen (14) hour night shifts, commencing between 16:00 and 19:00 hours, followed by four (4) days off. If employer partnering requirements are satisfied, employee preference will be considered in assigning start times. If two (2) or more employees prefer the same start time and they cannot be accommodated, seniority will be the determining factor.

b) Peak Load Unit/Life Support:

Two (2) twelve (12) hour day shifts commencing at 09:00 hours followed by two (2) twelve **(12)** hour night shifts commencing at 15:00 hours, followed by four (4) days off. Start times of the shifts may be altered following discussion and complete sharing of rationale with the Union.

c) Vehicle Services Mechanics

Shall be assigned regular hours of work between Monday and Friday, consisting of four (4) eight and one half (8.5) hour days, and one (1) eight (8) hour day. The shifts will commence between 0800 and 0900 hours.

d) Program Development Section

**\*\*** Shall be assigned regular hours of work averaging forty-two (42) hours per week, not to exceed 10.5 hours per day. Start times will be between 06:30 and 11:30. Flextime may be arranged on an individual basis due to operational demands.

8.02. Full-time permanent employees shall be assigned regular hours of work in a team format, ensuring an average of forty-two (42) hours per week over a complete shift cycle.

8.03. Part-time permanent employees shall be assigned regular hours of work provided such hours worked in an eight (8) week continuous period are less than those established for full-time employees, but a minimum average of twenty (20) hours per week over those eight (8) weeks.

8.04. Upon mutual agreement, the Union and the City, may enter into a modified work week agreement

8.05. There shall be no split shifts.

Working Schedule

8.06. The working schedule of employees who work regular daily hours or regular weekly hours may only be established after agreement with the Union and the City. The City shall, after agreement with the Union, set forth the working schedule of each department. The regular hours and day's of work of each full-time permanent employee shall be posted in an appropriate place at least two (2) weeks in advance.

8.07. Where a permanent employee's scheduled day's off are changed without eight (8) calendar days notice, the employee shall be paid at two (2) times their regular hourly wage for all hours worked on what would otherwise have been their time off. Major MCI situations may be excluded from this application with mutual agreement between the City and the Union.

8.08. Where an employee is unable to fulfill the requirements of their regular duty assignment due to an injury or illness but is physically able to be reassigned to another operational assignment mutually agreed upon by the parties, such an employee may be reassigned without eight (8) calendar days notice.

**9. PAY FOR OVERTIME WORK AND PAID HOLIDAY**

9.01. Time worked by a permanent employee in excess or outside of their scheduled hours of work shall be considered as overtime. A casual or temporary employee who is required to work hours in excess of the hours of work normally assigned to a full-time permanent employee, per duty area, shall be paid overtime. All overtime shall be calculated and paid to the nearest quarter hour.

9.02. Where an employee is required to work in excess of the regularly scheduled hours of assignment (ex 10, 10.5 or 14 hours) the employee will be paid two (2) times their regular rate of pay.

- 9.03. An employee who is required to work hours in excess of the daily *or* weekly hours of work shall be paid two (2) times their regular hourly rate of pay for each excess hour or portion thereof.
- 9.04. Employees called out for duty provided such duty does not immediately precede or follow their regular shifts, shall be paid a minimum of three (3) hours at the overtime rate for each call out.
- 9.05. Overtime pay for call-outs shall commence **at** the time of notification if less than one (1) hour notice is given to the employee prior to commencing work.
- 9.06. In the matter of overtime, the City agrees to attempt to distribute such overtime as evenly as possible.
- 9.07. An employee may choose to receive time off with pay equal to and in lieu of overtime payment. Such accumulated time off shall not exceed forty-eight (48) hours at any one time. The employee's request to bank lieu time must be conveyed on a payroll application form at the time overtime is approved by their Supervisor. An employee may elect to receive payment for some if not all of their banked lieu time by providing a payroll application form to the Employer prior to the end of the pay period.
- 9.08. Upon four (4) days notice to the employee's supervisor **an** employee may take lieu time provided:
- 9.08.01. The City will use its best efforts to find **a** straight-time replacement and,
- 9.08.02. The supervisor must confirm that the replacement is on straight-time and is qualified and,
- 9.08.03. The employee's platoon has no more than fifteen (15) employees off during the requested lieu time. Any temporary employee(s) placed in a permanent position for an assigned term will not be considered as contributing to the total number of casual employees on a platoon.
- 9.08.04. Casual employees are required to **fulfill** their commitment to complete a minimum of forty-eight (48) hours per month **as** scheduled by the City in addition to any lieu time assignments.
- 9.08.05. If the City is unable to find a replacement for requested lieu time at straight time then the employee who requested the lieu time may elect one **of** the following:
- \*\***
- i. The employee may elect to have time deducted from his lieu time bank at double time; or
- ii. The employee may elect to find a replacement to work as part of a shift exchange and be paid **for** the lieu time as straight time. The employee who exchanges the shift with the employee who is requesting lieu time will be paid at straight time rates and the time will not be considered part of his regular hours of work.
- 9.09. All overtime completed within a pay period shall be paid to the employee on their regular issue cheque provided the employee has submitted a payroll application form requesting over-time and it is received by payroll prior to cut off.

**Pay For Work on Paid Holidays**

- 9.10. An employee who is required to work on **a** paid holiday as a part of their regularly scheduled hours shall be paid two (2) times their regular rate of pay in addition to the provisions of Article 15.
- 9.11. An employee who is required to work on a paid holiday may elect not to receive the provisions of a day's pay as specified in Article 15 in favour of banking lieu time off.

Extra Duty Roster

- 9.12.** Permanent employee(s) requesting extra duty shall be paid one and one-half **(1%)** times their regular rate of pay for all hours of an extra duty assignment worked.

A temporary or casual employee who works an extra duty assignment will not be eligible for the overtime rate until their hours of work within a pay week exceed the average regular hours of work for a full-time permanent employee in accordance with Article **8.02**.

- 9.13.** The distribution of overtime and extra duty (i.e. track, CFL, NHL, etc.) will be distributed firstly among permanent employees on a rotational basis based on the availability of the member and their desire to work such assignments.

The City will maintain and post extra duty rosters in start stations allowing sufficient advance notice for permanent employees to access such extra duty assignments. If no permanent employee has taken a given shift prior to fourteen **(14)** days of an event, then a casual employee may be assigned, based on the principle of fair and equal distribution of work to these casual staff.

10. COURT TIME

- 10.01.** When a permanent employee, as a result of their duties, is summoned or subpoenaed as a witness or a defendant to appear in court or other legal proceedings, during their regular hours of work, they shall notify their supervisor upon receipt and the employee shall not suffer loss of pay as a result. When a permanent employee is required to appear as a witness or a defendant during their off days, as a result of their duties they shall be paid in accordance with Article **9**.

When a permanent employee is summoned or subpoenaed to appear during their annual vacation period, as a result of their duties, they shall be paid overtime in accordance with the provisions of Article **9** and the vacation days lost as a result of their appearance, shall be rescheduled.

In order to be eligible for the above benefits during periods of vacation leave, the permanent employee shall report any required court appearances which are scheduled during their vacation leave as soon as possible following receipt of the summons or subpoena.

To qualify for payment resulting from court appearances, the permanent employee must attach a copy of the summons or subpoena to their Payroll Application form.

- 10.02.** (a) Morning Court Between Night Shifts

\*

When an employee is required to appear in court or another legal proceeding in the morning, prior to a night shift and after having worked a night shift, they will be given 10 hours of rest prior to attending their regularly scheduled night shift. Employees will be compensated in accordance with article **9.04**. For the purposes of this article the rest period shall commence when the employee checks in at witness central as they depart from court.

(b) Afternoon Court Between Night Shifts

- \* When an employee is required to appear in court or another legal proceeding in the afternoon prior to a night shift and after having worked a night shift, they will forgo the call back and any compensation for their time in court and receive compensation for the night shift scheduled on the same day as the court time and he considered to have worked the night shift for the purposes of pay, benefits and seniority.

(c) Full Day in Court Before a Long Change in Shifts

- \* When an employee is required to appear in court or another legal proceeding in the morning and afternoon prior to a night shift they will not attend their regularly scheduled shift and will be considered to have worked the regularly scheduled shift for purposes of pay, benefits and seniority. The employee will not receive any other pay consideration for attending the morning and afternoon court.

(d) Full Day in Court Between Night Shifts

- \* If the employee has worked the night shift prior to his appearances in court or another legal proceeding in the morning and the afternoon, the employee will be compensated for the time in court in accordance with article 9.04 and will not attend his regularly scheduled night shift the day of the appearance in the legal proceeding and receive compensation for the night shift for the purposes of pay, benefits and seniority.

10.03. When an employee is summoned or subpoenaed as a witness in their private capacity, they shall not suffer any loss of pay as a result of such appearance.

10.04. Casual employees who as a result of their duties are summoned or subpoenaed to appear in Court or other legal proceedings, shall be paid under this Article at their straight time rate, unless their hours of work have exceeded those specified in Article 8, in which case they shall be paid the applicable overtime rate.

10.05. Employees required to appear in Court outside their regular hours of work shall utilize parking designated through the Court and receipts shall be validated by the Clerk of the Court. Employees shall be reimbursed for meals in accordance with Article 18.

10.06. Any monies received for reimbursement of wages or other expenses by the employee as a result of an appearance in Court or other legal proceedings for which the City has provided wages or expenses shall be remitted to the City.

11. EMPLOYMENT

11.01. Assessment Periods

The City shall provide each employee with a written evaluation prior to the completion of either the probation or trial period.

**11.02. Probationary Period**

All employees shall serve a probationary period on one thousand and ninety-five (1095) hours duration beginning from the date of hire. The probationary period shall only be extended by mutual agreement of the City and the Union and purposely for situations of illness or injury. The City may terminate an employee during the probationary period for just cause.

During the probationary period, an employee shall be entitled to all rights and benefits the position is normally eligible for.

All employees shall serve only one (1) probationary period.

**11.03. Trial Term**

Any employee promoted to a new classification shall serve a trial term of three (3) months duration from the date of promotion to that position. The trial term shall only be extended by mutual agreement of the City and the Union and purposely for situations of illness or injury. If, during their trial term, upon request by an employee, or in the opinion of the City the employee fails to demonstrate their suitability for the position to which they have been promoted, then the City shall remove the employee from such position and the City shall place the employee in their former position (without posting) at their former rate of pay and without loss of seniority. If such a posting is not possible, then the City shall place the employee in another suitable position (without posting) without loss of seniority and at a rate of pay equivalent to their former position which they held prior to their promotion.

**11.04. Reversion Period**

An employee promoted to a position beyond the scope of the Collective Agreement, shall have a reversion period for a period of three (3) months, which can be extended to six (6) months for extenuating circumstances, by agreement between the Union and the City. During this period the employee shall retain and accrue seniority, but shall be considered outside of the bargaining unit.

Upon request by the employee, or in the opinion of the City the employee fails to demonstrate their suitability for the position, the employee shall be reverted back to their former position at the same rate of pay, if available. If the position is not available, the City shall place the employee in a position and at a rate of pay equivalent to the employees former position.

During the reversion period, the employee shall continue to have union dues deducted and forwarded to the Union, based upon the rate of pay received during the reversion period.

**11.05. Orientation**

All new employees shall have at least one (1) week of orientation upon hiring and paid at the rate of pay equal to the position hired into. The orientation is to ensure they are aware of the City's system and requirements of the position for which they are hired. Job descriptions specific to the classification shall be provided for each employee.

The Union shall be provided with a copy of the orientation week outline. The outline shall include at least one (1) scheduled hour during the week for making the employees aware of the terms and conditions of the Agreement and the Union. All employees shall receive training in advance for any equipment or vehicle use prior to an employee operating or being responsible for that item. Employees shall be made familiar with all policies and procedures.



Upon assignment to the respective position, the supervisor shall introduce the new employee to their Union steward or representative, and that steward or representative shall have an opportunity to become acquainted with the new employee.

## **12. POSTING AND FILLING OF VACANCIES**

- 12.01. All vacant permanent positions required to be filled which come within the scope of this agreement shall be posted for a period of fourteen **(14)** calendar days and filled within six **(6)** weeks. Such notice shall contain the following information:

The number and type of position(s) and classification(s) (permanent, part-time, temporary, casual), job summary, basic entrance qualifications, required knowledge and education, skills, hours of work, and wage.

- 12.02. All applications for vacant positions shall be made in writing to the City
- 12.03. Upon completion of the posting period, the City shall consider the applicants for the posted position(s). The City will firstly consider current qualified permanent employees of the bargaining unit who have applied and meet the requirements of Article 12.09.
- 12.04. In the event no casual employee who applies meets the basic entrance qualifications to fill the position, the City may select persons outside the employ of the City.
- 12.05. Employees who have applied for vacant position(s) shall be advised in writing as to the outcome of their application. A senior applicant denied a posted job opportunity shall be provided a written explanation of any deficiencies, upon written request to the Human Resources Department, within ten **(10)** days of being denied the position.
- 12.06. When in the opinion of the City, circumstances require a vacant position coming within the scope of this Agreement be filled prior to the expiration of the posting period, the City may make an appointment on a temporary basis.
- 12.07. Employees will not unless approved by the City be allowed to hold proprietary rights to more than one position within the City at any one time; irrespective of position type, permanent or temporary.
- 12.08. Employees shall be eligible to apply for any vacant position within the City, which in the City's opinion is required to be filled, even if such vacant position is outside the jurisdiction of the Union.

### Appointments

- 12.09. In making promotions, appointments, or demotions to or from positions falling within the scope of this agreement, the determining factors shall be an employee's skill, training, qualifications, work history and job knowledge. Where two **(2)** or more employees are relatively equal, with respect to all of the aforementioned, then seniority shall be the deciding factor.
- 12.10. If, during their trial term, an employee requests a voluntary demotion, the City shall effect such a request within thirty (30) calendar days of notice.
- 12.11. Appointments may be made by mutual agreement between the Union and the City without posting

**13. SENIORITY, TRANSFERS, LAYOFFS, RETURN TO WORK, AND DEMOTIONS**

13.01. Seniority on a bargaining unit-wide basis shall be applicable to the order of layoffs and returns to work; while seniority in a classification shall apply to all other applications of seniority, i.e. promotions, choice of vacation, etc.

13.02. A permanent employee shall accrue seniority from the date of their appointment to a permanent position.

A casual employee shall accrue seniority solely for the purpose of status change to a permanent position, only when in competition with other casual employee(s), and it shall be based on the number of hours worked at the basic rate of pay.

13.03. Where two (2) or more employees change classification on the same date, they shall maintain the same relative order in the new classification. Where two (2) or more employees are hired on the same day, their seniority shall be established in accordance with the alphabetic order.

13.04. The City shall maintain a bargaining unit seniority list. The City shall maintain a current summary of all hours worked at the basic rate of pay, exclusive of overtime, for each casual staff and provide both of these lists to the Local. This seniority list for permanent employees and casual staff shall be posted on all bulletin boards in January and July of each year.

**Transfers**

13.05. An employee who desires to change shifts may make application to the City. In making transfers, the determining factors will be the employees seniority. Time balancing will be required in the event of a transfer.

**Layoffs**

13.06. A lay-off shall be defined as a reduction in the work force, temporary, prolonged or final separation. If layoffs become necessary they shall commence under the following procedures.

13.07. Layoffs will commence with the employee last appointed to a permanent position.

13.08. An employee who is laid off from one classification will be placed in another classification provided the employee has the basic entrance qualifications for said classification and their seniority is greater than the last appointed permanent employee. The affected employee shall be given a specified period of time to meet the basic entrance qualifications for said classification.

13.09. The City shall notify employees who are to be laid off, twenty-one (21) calendar days before the layoff is to be effective or payment shall be made, at the employee's regular rate of pay, for each working day that such notice is short of twenty-one (21) calendar days.

13.10. No casual employees shall work when there are permanent employees who are on layoffs.

Return to Work

- 13.11. As positions become available, permanent employees who have been laid off due to a reduction in staff, shall be rehired in the order of their seniority. The most senior permanent employee with the basic entrance qualifications for the position to be filled shall be re-employed first. The affected employee shall be given a specified period of time to meet the basic entrance qualifications for said classification.
- 13.12. Notice of recall shall be by telephone; if such is not possible, by double registered letter to the employee's last known residence. The employee so notified shall return to work as soon as possible but not later than seven (7) days following the telephone call or date the letter was registered.
- 13.13. A permanent employee transferred as a result of a reduction in staff shall have the opportunity to return to their original classification in accordance with their seniority in the same manner as laid off employees are returned to work.
- 13.14. New employees shall not be hired until those laid off have been given an opportunity of recall.
- 13.15. Grievances concerning lay-off and recalls shall be initiated at the General Manager step of the grievance procedure.

14. LEAVE OF ABSENCE14.01. Maternity Leave

A pregnant employee shall qualify for maternity leave as follows:

- a) Upon completion of twelve (12) months of employment.
- b) Employees who apply for maternity leave shall advise the City in writing of the term of their leave not less than two (2) calendar months from the date their leave is to commence; except in circumstances beyond the control of the employee.
- c) Upon request the employee shall be granted leave of absence without pay for a period of not more than twelve (12) consecutive months.
- d) Employees granted maternity leave shall advise the City in writing of intent to return to duty at least twenty-one (21) calendar days prior to the actual date of return to work.
- e) An employee returning from maternity leave, within the approved leave period, shall return to their former position at the same rate of pay and without loss of seniority. If the position is not available, the City shall place the employee in an equivalent position at a rate of pay equivalent to the employee's former position.
- f) At the discretion of the General Manager a pregnant employee unable to carry out regular life support duties may be placed in an alternate work assignment, providing a medical report supporting the employee's inability to carry out their normal duties in life support is provided.

**14.02.      Paternity Leave**

A permanent employee having completed their probationary period shall be granted paid leave of up to one (1) day's pay on the occasion of the birth of their child, and one (1) day for the purpose of taking their spouse/child home upon release from hospital and provided these events take place on a regularly scheduled day of work.

**14.03.      Adoption Leave**

A permanent employee who has completed twelve (12) months of employment and adopts a child shall be granted leave without pay up to three (3) months.

**14.04.      Bereavement Leave**

A permanent employee shall be granted time off with pay, at their regular rate of pay in accordance with the following provisions:

Bereavement leave up to a maximum duration of four (4) consecutive working days at the employee's regular rate of pay shall be granted in the event of death in the employee's immediate family.

Immediate family shall mean: current spouse or common-in law spouse, parent, grandparent, child, grandchild, niece or nephew, brother, sister, brother or sister of current spouse, parent or grandparent of current spouse, fiancée, fiancé, current spouse of child.

The General Manager may authorize bereavement leave under warranted conditions in the event of death of persons other than those specified above.

**14.05.      Compassionate Leave**

In the event one of; a spouse, mother, father, child, brother or sister, is suffering or suffers from a serious illness, the General Manager may approve leave with or without pay for a period of time depending on the circumstances.

**14.06.      Educational Leave**

Permanent employees shall be encouraged to participate in educational programs. Leaves of absence with or without pay and reasonable expenses shall be granted at the discretion of the City.

**14.07.      Personal Development Leave**

Upon written application to the General Manager a permanent employee may request a leave of absence without pay for reasons of personal development after completing five (5) years of continuous service. Such leave shall not exceed twelve (12) consecutive calendar months. Where a permanent employee has received a personal development leave, such a permanent employee will not be eligible for another personal development leave until they have completed three (3) consecutive years of employment from the date they returned from the previous personal development leave.

**14.08.      Union Leave**

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

**14.09. General Rules Covering All Leaves of Absence**

All applications for leaves of absence shall be made in writing to the City at the earliest possible time. Each application shall indicate the desired dates for the commencement and conclusion of the leave of absence and the reasons for the leave. Employees shall not be eligible for a leave of absence unless prior authorization has been received from the City.

All employees on authorized leaves of absence are required to provide the City written notice of their intent to return to work not less than three (3) weeks prior to the return to work date. An employee who has been granted a leave of absence of any kind and who overstays the leave without authorization from the City will be absent without leave and subject to disciplinary action up to and including dismissal.

In instances of leaves of absence in excess of thirty (30) consecutive calendar days, employees will:

- a) cease to earn vacation credits;
- b) be required to arrange prepayment of one hundred percent (100%) of the premiums of all contributory benefits plans;
- c) not be eligible for any allowances or paid holiday payments or credit from the commencement of the leave; and
- d) not suffer any loss of seniority, or classification upon return from a leave of absence of twelve (12) consecutive months or less.

**15. PAID HOLIDAY AND VACATION ENTITLEMENTS****Paid Holidays**

15.01. The following days shall, for the purpose of this Agreement, be recognized as Paid Holidays:

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

**Paid Holiday Entitlement**

15.02. An employee may request to bank their paid holiday entitlement by submitting a Payroll Application form during the pay period in which the paid holiday entitlement occurs. In the absence of a Payroll Application form, the employee will be paid their entitlement. Employees may claim their entitlement in the following manner:

- a) A full-time permanent employee on platoons 1-8 is entitled to twelve (12) hours for each of the paid holidays listed above.
- b) A part-time permanent employee is entitled to the equivalent hours of their regular shift for each of the paid holidays listed above.
- c) Permanent employees not covered by either a) or b) will be provided with a scheduled day off in respect of the paid holiday at their regular rate of pay.

- d) Dependent on organizational need, staff members regularly scheduled to work on a paid holiday may be granted the shift off in lieu of their paid holiday entitlement at their regular rate of pay.
  - e) A permanent employee who is not regularly scheduled to work on a paid holiday entitlement may apply the above provisions which ever may be applicable in addition to the provisions of Article 9, if they have accepted a duty assignment on a paid holiday entitlement.
- 15.03. An employee who wishes to access their paid holiday entitlement may do so in the following manner:
- a) Submit a Payroll Application form to the City requesting a payout of hours accumulated to date, not later than the payroll cut off date.
  - b) Submit a Payroll Application form to their supervisor identifying the requested time off to be deducted from their accumulated hours to date.
- 15.04. An employee who has outstanding paid holiday entitlement banked, will be allowed to carry over forty-eight (48) hours from one year to the next without approval. Any amount in excess of the forty-eight (48) hours which has not been approved for carry over as of December 31, will be paid out to the staff member not later than January 10 of the following year.

Annual Vacation

- 15.05. a) Full-time permanent employees shall earn twelve (12) hours of vacation credits for each full month of continuous employment to a maximum of one hundred and forty-four (144) hours for any twelve (12) consecutive months worked.
- Following six (6) years of continuous employment, full-time employees shall earn sixteen (16) hours of vacation credits for each full month of continuous employment to a maximum of one hundred and ninety-two (192) hours for any twelve (12) consecutive months worked.
- Following twelve (12) years of continuous employment, full-time permanent employees shall earn twenty (20) hours of vacation credits to a maximum of two hundred and forty (240) hours for any twelve (12) consecutive months worked.
- \*\* Following twenty-four (24) years of continuous employment, full-time permanent employees shall earn twenty-four (24) hours of vacation credits for each full month of continuous employment, to a maximum of two hundred and eighty-eight (288) hours, for any twelve (12) consecutive months worked.
- b) Part-time permanent employees shall earn vacation credit on a pro-rata basis on the above schedule.
  - c) Casual employees will receive vacation payments in accordance with the provisions of the Employment Standards Code with each paycheck.
  - d) Vacation entitlements shall be taken in lots in accordance with their respective hours of work in their shift.
  - e) For Life Support, Platoons 1-4, the day shall be ten (10) or fourteen (14) hours; for Peak Load Units, the day shall be twelve (12) hours; and for Mechanics the day shall be eight and one-half (8½) or eight (8) hours.

15.06. Employees shall not be permitted to utilize vacation credits prior to the completion of twelve (12) months of continuous employment unless otherwise approved by the City. Earned vacation entitlements may be taken in broken lots for up to four (4) shifts earned.

15.07. Annual vacation period selection shall be on the basis of a rotation schedule in accordance with shift seniority, with the first eight (8) employees receiving first choice of vacation in one year and receiving last choice of vacation in the following year, and with new employees being added to the bottom of the selection list,

The vacation year will be from January 1 to December 31 each year, employees first choice of vacation selection must be made by January 15 of the vacation year.

An employee who has not scheduled vacation throughout the year and has not had approved carry-over will be advised by the City of the need to schedule vacation within thirty (30) days of the City's request. If such vacation is not scheduled, then the City will schedule the unused vacation to be taken prior to the employee's next anniversary date.

All vacation schedules shall be subject to operational approval of the Chief, Emergency Medical Services or designate, however no vacation requests will be unreasonably denied.

15.08. Upon termination, an employee shall be paid out any unused vacation entitlement. In the case of the death of the employee, such unused vacation entitlement shall be paid to their estate.

15.09. Once an employee has had their request for vacation days approved, they shall not be altered or postponed by the City or the employee unless forty-five (45) calendar days notice has been given to the employee or the City prior to the scheduled vacation period. In unusual circumstances, an employee may make application in writing to their Supervisor to postpone or alter their approved vacation period. Such requests shall be considered.

15.10. Vacation entitlements may not be carried forward from year to year without the written approval of the General Manager. Unused entitlements carried forward without approval shall be paid out. The maximum carry over which may be approved shall not exceed the full vacation entitlement for one (1) year. Requests for carry over will be considered.

15.11. If an employee produces medical evidence to the City proving they were an in-patient or confined to home at the instruction of their physician as a result of sickness or injury, for a period of three (3) working days or more during their annual vacation, such whole period shall not be included in the member's vacation entitlement, but shall be charged to the member's sick pay entitlement.

#### 16. EMPLOYEE ASSISTANCE PROGRAM

The City and the Union are jointly determined to deal cooperatively and constructively with the problem of substance abuse, mental illness, personal and job related problems, and shall design a system to assist such employees.

The objective joint effort of the parties is to establish a system of early identification of these problems in an employee, referral of the employee for proper treatment, and concerned follow-up require the parties to engage in policy design and committee formation.

17. STAFF DEVELOPMENT

- 17.01. Those permanent employees selected by the City to enroll in any Canadian Medical Association accredited Emergency Medical Technician Paramedic program shall have the tuition charges and the cost of the books required for the program paid for by the City.
- 17.02. Employees selected by the City to attend an Emergency Medical Technician Paramedic program at NAIT shall be assigned to a regular platoon and work shift duty excluding those day shifts where the employee is attending day classes at NAIT. Those employees who work straight days shall have their hours adjusted accordingly so as to meet the operational needs of the City. The process of selection of these students will be established by the Labour Relations Committee.
- 17.03. Students fulfilling this normal obligation shall receive their regular pay based on a forty-two (42) hour per week rate.
- 17.04. All life support and transfer employees will be provided a minimum of forty (40) hours, per calendar year, of staff development training for core education programs. Core education programs shall be provided during the regularly scheduled hours of work at regular rates of pay.
- Staff development training over and above the core education programs shall be provided during the regularly scheduled hours of work and days of rest at regular rates of pay, based on the mutual agreement of the Union and the Employer.
- The City shall provide all the necessary materials, at no charge to the employees, and provide an annual roster of scheduled staff development training programs.
- No employee shall be required to be recalled or break up their vacation entitlement(s) to accommodate training programs.
- 17.05. All employees not employed in life support will receive sufficient job related technical and program training to maintain the currency and competency of their skills. The City shall provide all the necessary materials.
- 17.06. The City may conduct "in-service" or certification programs which employees may attend at no cost to the City.
- 17.07. Where an employee is scheduled a minimum of fourteen (14) calendar days in advance to complete a program offered by the City on a regularly scheduled day of rest the employee will receive their regular rate of pay for the program hours the employee is in attendance.
- 17.08. Where an employee is required to attend a program/course, the duration of which exceeds three (3) consecutive calendar days, the City may with mutual agreement of the Union, adjust the employee's work schedule by providing seven (7) calendar days written notice to that employee.

18. DUTY EXPENSE

- 18.01. An employee required to work outside of their regular hours of work and held over longer than one (1) hour and who has not received at least six (6) hours notice shall be entitled to eight dollars (\$8.00) meal expense provided they submit a receipt for the meal.



- 18.02. An employee assigned to ambulance duty involving travel outside of the City's boundaries shall be entitled to eight dollars (\$8.00) meal expense for each six (6) hours outside the City boundaries.
- 18.03. The City will attempt where possible to provide access to plug-ins for on-duty personnel at shift change locations during the months November 1 to March 31 inclusive.
- 18.04. Journeyman mechanics will receive a three hundred dollar (\$300.00) tool allowance each year if the employee is required to use their own tools.
- 18.05. Employees will notify the City of the need for a medical examination for the renewal of an operators certificate. The City agrees, where possible, to provide the necessary medical examination.

Where an examination cannot be arranged, the City will reimburse the employee an amount equal to the Alberta Medical Association fee guide for such a medical examination. Employees will receive reimbursement only once per renewal requirement.

Where the City requires an employee to upgrade their operators licence, the City will bear such expenses incurred.

19. CLOTHING AND EQUIPMENT

- 19.01. Upon commencement of an employee's orientation subject to 19.01.01, they shall be issued

- two (2) trousers
- two (2) shirts
- two (2) blue tee shirts
- one (1) belt
- one (1) jacket
- one (1) tie
- identification tags

Life support employees shall also receive:

- utility belt and four (4) keepers
- holster
- holster accessories
- stethoscope
- one (1) sleeping bag

Upon successful completion of an employee's orientation period they shall be issued with six hundred (600) points for the purchase of their uniform from Vehicle Supply Services. The initial core issue will have predetermined items given an employee's classification. The accessible inventory will include:

	Point Value
Ties	5
Tie Bar	3
Employee Identification	0
Trousers Poly	40
Wool	65
Shirts (Long/Short Sleeve)	25
Vest	45
Sweater	75
Spring/Fall Jacket	125
Winter Parka	175
Winter Hat	60
T-Shirts	5
Raincoat	100
Kit Bag	55
Coveralls	60

Uniform issue clothing available from Vehicle and Supply Services is considered by the parties to be the only acceptable apparel for use while on duty.

Uniform issue specific to a classification will be available from Vehicle and Supply Services as is agreed to by the parties through the Labour Relations Committee.

**19.01.01.** Vehicle Services Mechanics shall be issued:

- 4 pairs polycotton pants
- 4 dark blue shirts
- 1 summer/winter jacket

Replacement will be based on fair wear and tear. Vehicle Services Mechanics are excluded from the points system.

**19.02.** An employee shall earn twenty (20) points for each consecutive month worked. All points earned may be used at any point for the purchase of uniform issue.

**19.03.** Employees required to function in capacities outside of their regular classification or are transferred to another classification that require additional clothing or equipment, shall be issued such items, providing there is no duplication of clothing or equipment issue.

Employees assigned to function in a specialist capacity will be issued all clothing and equipment necessary in carrying out the assignment and shall retain such clothing and equipment upon conclusion of the assignment unless directed by the City to return items issued.

- 19.04. Employees shall be required to wear accepted uniform footwear. To accommodate this the City shall arrange with a supplier, mutually agreed to by the parties (i.e. Red Wing Shoes), a selection of footwear from which the employees will select their footwear. The employee will be allowed an allowance of two hundred and fifty dollars (\$250.00) for each invoiced by the supplier for the cost of the footwear and any over expenditure will be deducted from the employee's pay cheque. Employees are eligible for such allowance once within a twenty-four (24) month period. The allowance may be managed by the employee to allow for both resoling and purchase during the twenty-four (24) month period.

An employee will receive in each uneven year a glove allowance of twenty-five dollars (\$25.00) on a regular pay cheque during September.

- 19.05. Should an item of clothing or equipment be mutilated, destroyed, damaged or be deemed unserviceable due to excessive on-the-job wear, that item shall be replaced after inspection and approval by the City.
- 19.06. Any item of equipment or clothing evaluated as unserviceable by the City due to loss, theft, misuse, or any other form of carelessness by an employee shall be replaced at the employee's cost through payroll deduction.
- 19.07. All employees shall, upon termination, return all items of clothing and equipment as specified in 19.01 and 19.01.01., excluding boots, tee shirts, and gloves or pay the cost of such unreturned items of clothing or equipment by means of the City deducting such costs from the employee's pay cheque.
- 19.08. Employees shall be allowed to wear the following pins on their uniforms: graduate institute pin, CUPE gold or blue pin, professional pin - but, only one pin may be worn at a given time and placement on the uniform shall be restricted by the City. The largest dimension of the pin should not exceed one (1) inch.
- 19.09. Flashes indicating employee classification will be issued with shirts, sweaters and jackets,
- 19.10. Full-time employees shall receive a cleaning allowance of sixty dollars (\$60.00) per calendar year: part-time employees shall receive a cleaning allowance of twenty-five dollars (\$25.00) per calendar year, to be paid prior to October 1.

## 20. DISCIPLINARY ACTION

- 20.01. Union representation shall be present when an employee is to be disciplined, or may be disciplined, arising from an investigation, of which the employee has been given notice in the prescribed manner. Where discipline is required, the employee shall be personally served with a copy of such discipline and a copy shall be forwarded to the Union, within two (2) working days after delivery to the employee. Discipline shall be for just cause.
- 20.02. An employee's official personnel record shall be cleared of disciplinary action under the following guidelines:

all non-medical disciplinary actions and reprimand(s) after twelve (12) months if no further disciplinary action of a similar nature has occurred during this time.

all medically orientated disciplinary actions and reprimands after twenty-four (24) months if no further medically orientated disciplinary action of a similar nature has occurred during this time.

- 20.03.** An employee shall be allowed to view their official personnel record by applying in writing to the Human Resources Manager or designate for an appointment. An employee may place a rebuttal to any disciplinary action on their official personnel record within ten (10) working days of becoming aware of the same. An employee shall have the right to make copies of any material not protected by common law or statutes law, contained in their official personnel record.
- 20.04.** Where an allegation (from an internal or external source) regarding the performance or conduct of an employee is received or comes to the attention of the City the employee will be advised of the allegation; the specifics of the incident giving rise to the allegation and the employee will be required to respond in writing within a reasonable lime frame. The employee will be provided with notification of the allegation within ten (10) calendar days from the date the allegation is received by the City.
- The statement provided by the employee as a result of this request shall not be used as the basis of disciplinary action.
- 20.05.** Although all disciplinary action taken against any employee may be a matter of record, any disciplinary action may, if the employee so chooses, be subject to appeal and resolved in accordance with the provisions of the grievance procedure.
- 20.06.** Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 20.07.** An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure, with the grievance initiated at final step.
- 20.08.** Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 20.09.** An employee, who is dismissed, shall receive their termination entitlements at the time the employee is dismissed and all City property returned satisfactorily.

## **21. GRIEVANCE PROCEDURE**

- 21.01.** A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

### **Informal Procedure**

- 21.02.** The employee affected shall, as soon as possible, but within ten (10) working days of the time the employee becomes aware or reasonably should have become aware of the matter, inform their Supervisor of the alleged grievance. An employee should not consider that he has a grievance until he has attempted to discuss the issue with their Supervisor and given their supervisor an opportunity to adjust same.
- The supervisor must give their response within three (3) working days.
- 21.03.** The supervisor shall inform the steward of the informal inquiry and the response.

21.04. The employee or the Union may submit the grievance.

Grievances shall be resolved with the following procedure:

21.05. Step One

If the decision of the supervisor or their designate fails to resolve the grievance, the employee or the Union shall, within ten (10) working days of receiving the supervisor's decision, advance the grievance in writing to the General Manager or their designate indicating the details of the grievance including the clauses of this Agreement on which the grievance is based and the remedy requested.

21.06. Step Two

Upon receipt of the grievance, the General Manager or their designate shall convene a hearing within five (5) working days of receipt of the grievance. A Union officer shall be present at all hearings. The General Manager or their designate shall issue a decision in writing within five (5) working days of the hearing being held.

21.07. Step Three

If the decision of the General Manager or their designate fails to resolve the grievance, and if the Union elects to forward the matter to a Board of Arbitration, then the Union shall be permitted to do so within ten (10) working days of receipt of the decision of the General Manager or their designate.

Union, Group, or Policy Grievance

21.08. An allegation by the Union or City that either party has violated this Agreement may be lodged in writing within ten (10) working days of the discovery of the circumstances giving rise to the grievance. Such grievance shall commence with an attempt to discuss the issue informally by both parties, failing resolution, with the sending of the grievance in writing to the General Manager in the case of the City or the President in the case of the Union. Failing a satisfactory settlement of the grievance within a further period of ten (10) working days, the aggrieved party may submit the grievance to arbitration as provided herein.

21.09. Provided that all reasonable effort has been made to adhere to the provisions of the grievance procedure, an Arbitration Board shall have the jurisdiction to hear and issue an award with respect to the grievance. Where a grievance is properly processed to a Board of Arbitration, it shall be done so in accordance with the following:

21.10. The aggrieved party shall refer the grievance to an Arbitration Board by a notice in writing to the other party to this **Agreement** including their appointed member to the Arbitration Board and specifying the nature of the grievance, the clauses of this Agreement upon which the grievance is based, and the remedy requested.

21.11. The party receiving the notice shall, within five (5) working days of the aggrieved parties notification, inform said party of the name of its member to the Arbitration Board. The two (2) members shall within five (5) working days, appoint a third person who shall be the Chairman of the Arbitration Board.

21.12. The parties may by mutual agreement elect grievance finalization by a single arbitrator under the provisions of the Labour Relations Code of Alberta. If the parties are unable to mutually agree to finalization by a single arbitrator, the grievance shall be settled by an Arbitration Board as provided herein.

- 21.13. If the party receiving the notice fails to appoint its member within the time limit under Article 21.11, the appointment shall be made by the Minister of Labour upon the request of the aggrieved party. If the two (2) members fail to agree upon a chairman within the time limits specified in Article 21.11, the appointment shall be made by the Minister of Labour upon the request of either party.
- 21.14. No person shall be appointed as a member or chairman of an Arbitration Board if the person is directly affected by the difference or if the person has become involved in an attempt to negotiate or settle the difference.
- 21.15. The Arbitration Board shall hear and determine the grievance and shall issue an award with reasons in writing. The decision of the majority is the award of the Arbitration Board, but if there is no majority, the decision of the chairman shall be the award of the Arbitration Board. The decision of the Arbitration Board is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the Arbitration Board.
- 21.16. The Arbitration Board may quash, confirm or vary any action taken respecting suspension, discipline or discharge.
- 21.17. The Arbitration Board, after finding there was insufficient cause for the suspension or dismissal or finding the penalty unfair or unreasonable, may direct the City to reinstate the employee and pay to the employee a sum equal to their wage loss by reason of their suspension or dismissal or such lesser sum as, and include any loss of benefit or seniority, in the opinion of the arbitrator or the Arbitration Board, is fair and is reasonable, or may make such other directive varying the penalty as it considers fair and reasonable.
- 21.18. The Arbitration Board, by its decision shall not alter, amend, or change the terms of the Collective Agreement.
- 21.19. Each party appointing a member shall bear the expense of its respective member and shall hear one-half (½) of the expenses of the Chairman of the Arbitration Board.
- 21.20. Time limits under this Article may be extended only by written agreement between the parties.
- 21.21. For the purpose of this Article, working days shall exclude Saturdays, Sundays, and Statutory Holidays.

## **22. PREMIUM PAY AND WAGES**

- 22.01. Wages shall be paid in accordance with Appendix A of this Agreement.

### **Payroll and Wages**

- 22.02. Employees shall be paid every two (2) weeks. An employee shall be provided on each pay, with an itemized statement of all earnings and deductions including: hours of work, wage rate, wages paid, overtime pay paid, time off in place of overtime pay provided and taken, vacation pay paid, holiday paid, severance pay, and shift exchanges. Payday shall be 16:00 hours every other Tuesday, and in the event of a holiday, advanced one day.
- 22.03. The City shall have the right to deduct any overpayment to an employee from that employee's pay cheque. Overpayment shall be recovered in a reasonable fashion so as to not cause hardship to an employee.

- 22.04. In instances where an employee is granted a leave of absence in excess of thirty (30) consecutive calendar days, the employee's salary increment date shall be adjusted by the number of calendar days in excess of thirty (30) days and the new increment date shall prevail thereafter.

Pay for Duties

- 22.05. Employees temporarily transferred or assigned to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred or assigned to a higher rated classification shall receive the wage rate of the higher classification.

Recognition

- 22.06. When an employee of the EMT-classification is assigned by Management to fill a position on a paramedic unit and that employee is qualified to that level, that employee shall be paid at the starting level of the paramedic classification for that period of assignment.

Employees shall submit their registration to the City upon renewal not later than January 10 of the applicable year. Employees who become REMT-A or REMT-P registered shall provide the City with a copy of their registration upon receipt from the provincial association.

Wage Increments

- 22.07. Employees shall advance increment levels within a classification upon the proportional rate of two thousand, one hundred and ninety (2190) hours worked.

When a promotion occurs the employee will be placed not lower than level one (1) of the new classification or at the increment level attained in the new classification prior to promotion.

Further, where an employee is promoted from one classification to another, that employee will receive the increment level not lower than their hourly rate of pay prior to promotion.

- 22.08. Where an employee's shift exchanges have a net effect of minus two hundred (200) hours or greater from the date of last increment, the employee's progression through the increment levels will be adjusted by the total net effect of the shift exchanges.

- 22.09. For the purpose of this Collective Agreement hours worked shall mean regularly scheduled hours of work.

No Stacking of Premiums

- 22.10. In instances where more than one premium is provided for work performed, an employee shall only be paid one premium where the premiums are equal; or the greater of the premiums, where the premiums are not equal. The provision of this clause shall not apply to shift differential, when the employee is paid at a premium rate of pay.

Temporary Responsibility Pay

- 22.11. When a bargaining unit employee is designated by the City to perform some of the duties normally the responsibility of an absent supervisor, that employee shall receive a premium of one dollar (\$1.00) per hour for such assigned duty.

Project Coordinator Premium

- 22.12. Employees employed as Project Coordinators will be paid a premium of one dollar (\$1.00) per hour in addition to the employee's regular hourly rate of pay.

Shift Differential

- 22.13. A shift differential shall be paid to any employee where the majority of hours worked are between the hours of 18:00 - 08:00 hours. The differential of seventy-five cents (\$.75) per hour, shall be added to that employee's regular hourly rate.

\*\* Effective December 29, 2002, the shift differential shall be increased to one dollar (\$1.00) per hour.

MCI/Disaster Exercise

- 22.14. It is mutually agreed that for training, exercising and evaluating of MCI and/or Disaster Programs, all duty incurred expenses will be paid by the City, but that employees called back to duty will donate their time as a matter of civic duty. No employee will be requested to attend more than three (3) such exercises per year, and the employee shall have the right to refuse such duty.

Changes to Daylight Savings Time

- 22.15. Where an employee is required to work a shift coincidental with the standard/daylight time change, the employee will neither gain or lose as a result.

Long Service Increment

- 22.16. a) Permanent EMT-A's or EMT-P's in Life Support and Program Development shall be allocated a Long Service Increment (L.S.I.) upon achieving ten (10) years of continuous service. The L.S.I. will be the equivalent of five percent (5%) of level six of the applicable wage grid and this L.S.I. will be added to the employee's basic rate of pay.

\*\* b) Effective December 30, 2001, permanent EMT-A's and EMT-P's in Life Support and Program Development shall be allocated a Long Service Increment (L.S.I.) upon achieving twenty years of continuous service. The L.S.I. will be the equivalent of 7.5% of level six of the applicable wage grid and this L.S.I. will be added to the employee's basic rate of pay.

**23. BENEFITS**

- 23.01. Upon commencement of employment with the City, the following Plans shall apply to permanent employees only, in accordance with the following:

- a) Effective January 1, 1992 the City shall pay seventy-five percent (75%) of the premium and the staff member shall pay twenty-five percent (25%) of the premium by payroll deduction.
- b) Unless the employee has coverage by virtue of a spouse's membership in the Plan, or with the provisions of said Plans as they are established from time to time.
- c) An outline of the various benefit Plans is provided in the Summary of Benefits.



Plans

- Alberta Health Care Insurance Plan
- Extended Health Care Insurance Plan
- Dental Care Insurance Plan
- Group Life Insurance Plan
- Accidental Death and Disability Insurance Plan
- Long Term Disability Insurance Plan

Short Term Disability Insurance Plan

- 23.02. A permanent employee, upon commencement of employment with the City, shall become a member of the Short Term Disability Insurance Plan in accordance with the provisions of said Plan as they are established from time-to-time.

The City shall pay one hundred percent (100%) of the premium of the Short Term Disability Plan.

Illness Leave

- 23.03. Where an employee is absent for a period of three (3) consecutive working days or less, the employee may not be required to provide a complete medical certificate to substantiate their absence.
- 23.04. Where an employee is absent in excess of three (3) consecutive working days, the employee will be required to submit a medical report to qualify for short term disability benefits in accordance with Article 23.02.
- 23.05. An employee who qualifies for benefits, in accordance with Article 23.03 and 23.04, shall receive the equivalent of their base rate of pay. An employee who does not satisfy the requirements of 23.03 and 23.04, may be placed on leave without pay.
- 23.06. Employees shall not be eligible for any payment of illness leave benefits through the Short Term Disability Insurance Plan for any days or portions thereof for absence other than their regularly scheduled hours of work.

Medical/Dental Appointments

- 23.07. Where a staff member requires time to attend a medical or dental appointment during their regular hours of work, such an appointment must be scheduled to least interfere with the employee's work day.
- 23.08. Authorized absences to attend a medical or dental appointment shall be with pay and no loss of seniority.

Medical Certificates

- 23.09. Employees shall provide a physician's statement to the City proving disability when requested to do so by the City.

Medical Examinations

- 23.10. The employee will be required to produce a medical certificate in accordance with the provisions of either the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan as may be the case.

Should the City or Plan require a staff member to submit to a medical examination as a condition of employment, the employee will be allowed, in the initial instance, to have their own physician conduct the examination. In the event the City or Plan requires an examination beyond the examination provided in the initial instance, the physician will be designated by the City or Plan.

The City will bear the cost of either examination.

The confidentiality of health and medical information of the staff member is recognized by the City and the Union. Therefore, City or Union personnel with access to this information, will ensure its confidentiality.

Workers' Compensation Board Coverage and Supplement

- 23.11. The City shall maintain Workers' Compensation Board coverage for all employees covered by this Agreement.
- 23.12. If a permanent employee is prevented from performing their duties with the City because of an occupational accident or illness which occurs during the course of their work for the City and the accident is recognized by the Workers' Compensation Board as compensable, within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board in order that the employee will maintain their regular rate of pay, so long as such an employee has completed their probationary period.

The employee shall be subject to their regular payroll deductions in accordance with this Collective Agreement.

The wage supplement shall continue until the Workers' Compensation Board certifies the employee able to return to work, or until granted a permanent pension by the Workers' Compensation Board. No employee shall continue to receive the wage supplement beyond normal retirement age or the date they become entitled to or receives any Pension.

Local Authorities Pension Plan

- 23.13. Employees coming within the scope of this Agreement shall be members of the Local Authorities Pension Plan in accordance with the provisions with said Pension Plan. Employee's contributions shall be made by payroll deduction.
- 23.14. The parties to this Collective Agreement agree that the nature of the profession is such that the present pension may not meet the need for early retirement. Therefore, during the life of this Collective Agreement, the parties will jointly explore and discuss pension options.
- 23.15. Summary Of Benefits

The description provided herein is a summary of the wording of the Master Policies. In all cases, the wording of the Master Policies shall take precedence.

Group Life Insurance

Life Insurance in the amount of five (5) times annual earnings, rounded to the next highest \$1,000.00 to a maximum benefit of \$300,000.00, is insured for each employee, Coverage terminates at retirement.

Accidental Death and Dismemberment Insurance

Each employee is insured in the amount of five (5) times annual earnings, rounded to the next highest \$1,000.00 to a maximum of \$300,000.00 for accidental death. A dismemberment schedule outlines the proportionate benefits applicable to specific losses, other than life. Coverage terminates at retirement.

Dependent Life Insurance

The spouse and each dependent child (fourteen [14] days of age and older), will be Life Insured for:

Spouse - \$10,000.00

Child - \$ 5,000.00

Coverage terminates at employee's retirement.

Short Term Disability Plan

1. At the onset of the illness the employee will receive their regular hourly rate for the first three (3) consecutive working days, and may not be required to submit a medical report or certification.
2. Where an employee's absence is in excess of three (3) consecutive working days, the employee will be required to submit a medical report in accordance with the Short Term Disability Plan.
3. An employee who satisfies the requirements of the Plan will receive their regular hourly rate for the period of their absence to a maximum of twenty-six (26) weeks.

Long Term Disability

Benefit - Seventy percent (70%) monthly earnings rounded to the next highest \$1.00 to a maximum of \$3,000.00 per month. Primary CPP benefits are offset from the benefit payable with an overall maximum benefit of eighty-five percent (85%) pre-disability net income.

Coverage terminates at age 65, or retirement, whichever comes first.

Waiting period - 26 weeks

Benefit period - to age 65 years

Definition of Disability - For the first twenty-four (24) months following the waiting period the employee's own occupation.

Extended Health Care Insurance

Extended Health Care Insurance reimburses employees and their eligible dependents for expenses which are permissible by law. Reimbursement for expenses such as: private hospital accommodation, paramedical services, prescription drugs, ambulance services are compensated at one hundred percent (100%) of eligible charges. The overall lifetime maximum is unlimited.

The Vision Care benefit reimburses for the purchase of eye glasses and contact lenses to a maximum of one hundred dollars (\$100.00) over a twenty-four (24) month period for insured individuals over the age of eighteen (18) years and a benefit of one hundred dollars (\$100.00) over a twelve (12) month period for dependents under eighteen (18) years of age where a change in visual acuity occurs. Coverage terminates at retirement or age sixty-five (65), or whichever comes first.

Dental Care Insurance

In accordance with the Alberta Dental Association Fee Guide for dental services provided by General Practitioners or Specialists, the following dental benefits are insured:

1. Basic services are reimbursed up to one hundred percent (100%) and benefit is unlimited.
2. Major services all reimbursed up to fifty percent (50%). The annual maximum benefit per person is \$1,500.00.
3. Orthodontia services are reimbursed up to fifty percent (50%) and includes both adults and dependent children. The lifetime maximum per person is \$1,500.00.

Coverage terminates at retirement or age sixty-five (65), or whichever comes first.

Alberta Health Care

Available to all employees.

Workers' Compensation

Available to all employees.

**24. GENERAL APPLICATION OF BENEFIT PLANS**

The following provisions apply to all of the various benefit Plans as contained in this Agreement:

- 24.01. The Plans shall not make any payment on account of services rendered to the member or the dependent to which such person is entitled without charge pursuant to law, or for which there is no cost to the employee or dependent because of other insurance against such cost.
- 24.02. The Plans shall be entitled to a refund by way of payroll deduction the amount of any benefits paid under the Plans with respect to services and supplies not paid for by the member or dependent or for which the employee was reimbursed otherwise than under the Plans or for benefits paid in excess of those for which the member was eligible under the Plans and the member's status within the Plans shall not suffer as a result of such benefits paid out under the Plans.

- 24.03. Where an employee has made application for either Short Term Disability or Long Term Disability benefits, the continuity of their pay schedule shall be maintained by the City.

Subrogation Rights

- 24.04. All members covered by Plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said Plans, all rights of recovery against any person whose action caused or contributed to an occurrence giving rise to the Plans making payments to any such member or their dependents. The City shall thereby subrogate to any rights the member or their dependents may have against any such third party, for any amounts paid pursuant to the said Plans or for which the Plans have assumed liability.

- 24.05. The members, on their own and on their dependent's behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the third party or by the City assigning its rights of subrogation to the member or member's dependent in care of the solicitor representing such member or member's dependent.

Any and all actions commenced by an employee, on their own and on their dependent's behalf for general damages, must include a claim for special damages in the amount received by the employee and/or the dependent from the Plans.

Monies received by the employee and/or dependent as a consequence of this claim, shall be forthwith remitted to the City. No claim for these special damages may be compromised by the employee and/or their dependents without the written approval of the City.

Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the Plans, an amount exceeding fifteen (15) percent of such claim.

- 24.06. The City shall pay into the appropriate Plan or Plans any monies received as a result of exercising the aforesaid subrogation rights less legal fee!; and costs incurred and the member's status and/or entitlement within the affected Plan shall be restored to the extent of such monies returned to the Plan.

- 24.07. Members shall refund to the Plans, by way of payroll deduction or other means, the amount for any benefits paid under the plans with respect to service and supplies not paid for by the member or their dependent for which they or their dependent were reimbursed otherwise than under the Plan or for benefits paid which are in excess of those for which the member was eligible under the Plans and the member's status within the Plans shall not suffer as a result of such benefits paid out under the Plan.

NOTE: Where a Plan is administered by an organization other than the City, then such organization shall have the same rights of subrogation as enunciated for the City.

- 24.08. Unless otherwise specified, no benefits shall be payable for, or on account of, an accidental bodily injury arising out of, or in the course of employment or sport for remuneration or profit, or a sickness for which the person for whom the claim is presented is entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law.

- 24.09. Any provision of the Plans which requires alteration due to provincial or federal law or regulations shall be negotiated between the City and the Union.

- 24.10. Confirmation of disability by a medical authority recognized by the City may be required

- 24.11. Medical status shall be determined by a medical authority appointed by the City.
- 24.12. A member shall complete and submit any form, and perform any obligation required of the member by the City or the Administrator of the Plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of the member any benefits and rights provided by these Plans shall be suspended for the period that the member refuses such performance and the member shall have no entitlement to benefits hereunder during the period their right to benefits is suspended.
- 24.13. A separate fund for members and City contributions shall be established for each Plan requiring same. The City shall determine the cost of such Plans on a regular basis and any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Plans.
- 24.14. The City shall distribute to new employees, brochures outlining the above Plans. Should changes occur in coverage, employees shall be informed in writing.

25. FEDERAL AND PROVINCIAL LEGISLATION

Should any of the provisions of this Agreement or portions thereof be in conflict with any federal government or provincial government legislation, then the provisions of such legislation shall govern to the extent of the conflict only.

26. WORKING CONDITIONS

- 26.01. The City and the Union are jointly determined to establish safe and current working conditions responsive to the needs of the employees and organization.

Deployment

- 26.02. During shift periods where cars are not required for emergency or other ambulance trips they shall be deployed from designated stations. This does not negate station to station movement or area coverage during time of extenuating circumstances (i.e. M.C.I., Yellow or Red Alert, or priority station deployment).

Substations

- 26.03. All substations shall include the following items, but, shall not be limited to the following:

- 3 single beds
- 3 armchairs or sofa combinations
- 1 table and kitchen chairs for meal purposes
- 1 desk with a study lamp
- private crew washroom with amenities
- 1 microwave
- attached vehicle parking with washing amenities

All present substations shall be maintained and all attempts will be made by the City to upgrade the current facility locations without the above noted basic items. When a new facility location is established it will include the above items.

**27. INDEMNIFICATION**

The City will indemnify and save harmless any member of the Union from any court proceeding, claim, cause or demand and shall pay all expenses and costs with respect to any court proceedings involving a member of the Union provided the member was acting within the scope and course of their employment with the City and provided that the member was not grossly negligent in the performance of their duties.

**28. LABOUR RELATIONS COMMITTEE**

28.01. The City and the Union shall form a Labour Relations Committee for the purpose of facilitating discussions concerning matters of mutual interest. The Committee will establish a regular meeting schedule.

28.02. There shall be no loss of earnings for employees attending such meetings and it shall be the employer's responsibility to ensure payment and coverage of such time off with pay.

**Representation**

28.03. The Labour Relations Committee shall have equal representation of four **(4)** persons each, designated by the Union and the City.

**Discussions**

28.04. The involvement in this Committee shall not restrict either party from access to the grievance procedure. Notwithstanding this, matters may be discussed at this level prior to grievance and once so grieved, shall not be pursued through this Committee.

28.05. This Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement.

28.06. This Committee shall not supersede the activities of any other Union or City affairs, but this Committee shall make recommendations and information available to the parties.

28.07. Participation of any sub-committee shall be under the direction of parties and no employee, group of employees, or management staff shall undertake to represent the Union or City without the authorization from the executive staff of each party.

28.08. The parties shall advise each other of the means by which decisions may be finalized in order the actions and decisions of the Committee can be implemented in a timely and constructive fashion.

**29. JOB DESCRIPTIONS AND PERFORMANCE REVIEWS****Job Descriptions**

29.01. Job descriptions shall be posted at all shift change locations and a copy of all job descriptions will be forwarded to the Union.

Performance Reviews

- 29.02. Where a formal Review of the employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance review form upon its completion to indicate that its contents have been read.
- 29.03. The employee shall have the right to place their own comments on the form or to append their comments to the form. Refusal to sign does not prejudice the employee in any manner. A copy of the form shall be forwarded to the employee for their own records.
- 29.04. The parties recognize the desirability of performance reviews and concur a performance review will be conducted on an annual basis.
- 29.05. All such performance reviews shall be in writing and in ink.
- 29.06. An employee's performance review shall not be released to any person without the written consent of the employee except as required by law.

30. SHIFT EXCHANGES AND REPLACEMENTS

Shift Exchanges

- 30.01. A permanent employee may exchange a full shift with another permanent employee on the following basis:
- A permanent employee must exchange shifts with another permanent employee who possesses equivalent or higher qualifications.
- A casual employee shall not participate in a shift exchange.
- 30.02. A completed Shift Exchange Form indicating the respective shifts or shift to be worked and both permanent employees signatures must be provided to the Supervisor not less than twenty-four **(24)** hours prior to the commencement of the first shift to be exchanged.
- 30.03. A permanent employee who agrees to work a shift exchange shall be paid at their regular rate, but shall not be subject to overtime **as** a result of the actual hours of the exchange. The permanent employee requesting the exchange shall not claim for or receive pay for those actual hours involved in the exchange.
- Time in shift exchange shall be considered **as** regular time for the purposes of seniority and benefits (with the exception of illness leave/short term disability insurance).

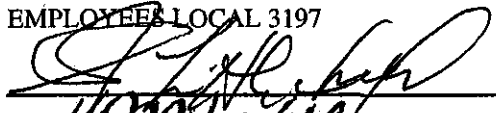
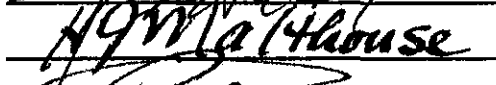
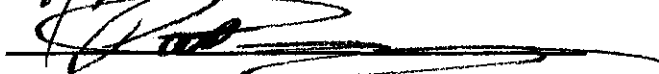


Shift Replacement

- 30.04. When a permanent employee is absent and a replacement is required, the City shall replace that employee firstly, by an employee of equivalent classification, secondly, by an employee who possesses equivalent qualifications, and in the event that no replacement is available, an employee designated by the City may be utilized.

SIGNED this 21<sup>st</sup> day of February, A.D. 2002

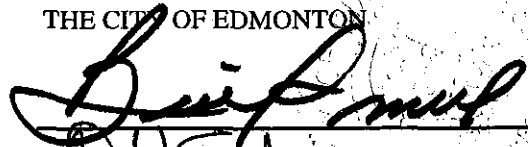
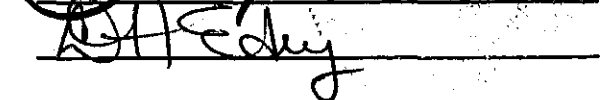
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3197

WITNESSED BY:

2001-2003 - CUPE 3197 COLLECTIVE AGREEMENT.DOC

THE CITY OF EDMONTON

As to Form

As to Contents

APPROVED

City Solicitor

Head of Department

# CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197

Edmonton Emergency Health Services Personnel

## APPENDIX A - SCHEDULE OF WAGES

Classification	Level	December 31, 2000	December 30, 2001	December 29, 2002
<b>EMT-A</b>	<b>Start</b>			
	<b>I</b>	16.953	17.614	18.142
	<b>II</b>	17.564	18.249	18.796
	<b>III</b>	18.661	19.389	19.971
	<b>IV</b>	19.334	20.088	20.691
	<b>V</b>	20.017	20.798	21.422
	<b>VI</b>	21.632	22.476	23.150
	LSI rate after 10 years	1.082	1.124	1.158
	LSI rate after 20 years			1.736
<b>EMT-P</b>	<b>Start</b>	19.468	20.227	20.834
	<b>I</b>	20.172	20.959	21.588
	<b>II</b>	20.897	21.712	22.363
	<b>III</b>	22.201	23.067	23.759
	<b>IV</b>	22.998	23.895	24.612
	<b>V</b>	23.805	24.733	25.475
	<b>VI</b>	25.513	26.508	27.303
	LSI rate after 10 years	1.276		1.365
	LSI rate after 20 years			2.048
<b>Mechanics</b>	<b>Start</b>	18.982	19.722	20.314
	<b>I</b>	19.686	20.454	21.068
	<b>II</b>	20.410	21.206	21.842
	<b>III</b>	21.124	21.948	22.606
	<b>IV</b>	21.911	22.766	23.449
	<b>V</b>	22.687	23.572	24.279
	<b>VI</b>	24.281	25.228	25.985
<b>Patient Services Consultant, Public Educators, Clinical Educators</b>	<b>Start</b>	20.835	21.648	22.297
	<b>I</b>	21.580	22.422	23.095
	<b>II</b>	22.356	23.228	23.925
	<b>III</b>	23.753	24.679	25.419
	<b>IV</b>	24.612	25.572	26.339
	<b>V</b>	25.471	26.464	27.258
	<b>VI</b>	27.303	28.368	29.219
	LSI rate after 10 years	1.365	1.418	1.461
	LSI rate after 20 years		2.128	2.191
<b>Medical Equipment &amp; Supply Administrators</b>	<b>Start</b>	18.444	19.163	19.738
	<b>I</b>	19.106	19.851	20.447
	<b>II</b>	19.976	20.755	21.378
	<b>III</b>	20.835	21.648	22.297
	<b>IV</b>	21.901	22.755	23.438
	<b>V</b>	22.936	23.831	24.546
	<b>VI</b>	23.909	24.841	25.586
	LSI rate after 10 years	1.195	1.242	1.279
	LSI rate after 20 years		1.863	1.919

# LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197

The following groups of Letters of Understanding to the 2001-2003 collective agreement are individual Letters of Understanding but are grouped together for signing purposes only.

Letter #1	Dispute Resolution Process
Letter #2	Reversion Clinical Educators
Letter #3	Transfer to Life Support
Letter #5	Partial Shift Exchanges For CUPE Business
Letter #6	Specialty Work
Letter #7	Golf Unit, Reporting Service Delivery
Letter #9	Committees
Letter #13	Full-Time Temporary Positions

SIGNED this 21<sup>st</sup> day of February, A.D. 2002

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3197

WITNESSED BY

2001-2003 - CUPE 3197 COLLECTIVE AGREEMENT.DOC

THE CITY OF EDMONTON

As to Form

As to Contents

APPROVED

City Solicitor

Head of Department

LETTER OF UNDERSTANDING

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

• and •

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197**  
Edmonton Emergency Health Services Personnel  
(hereinafter called the "Union")

Of the Second Part

**Preamble**

The Dispute Resolution Process is designed to:

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

**Dispute Resolution Process**

The following provisions shall replace Article 21 (Grievance Procedure).

**I. Definitions**

1. A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
2. A grievance shall be defined as any dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement and may be distinguished by the following categories:
  - a. ~~An individual grievance is any dispute that~~ directly relates to or affects the rights of a specific employee.
  - b. A group grievance is any dispute that directly relates to or affects the rights of more than one employee, where a common remedy is requested and required.
  - c. A policy grievance is any dispute that directly relates to or affects the bargaining unit.
  - d. An employer grievance is any dispute that directly relates to or affects the rights of an individual having managerial authority.
3. Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

**II. Informal Discussion**

4. Employees or any party to this Agreement shall initiate a dispute at the Informal Discussion Stage within 15 working days that employees or the party become(s) aware or reasonably should have become aware of the matter.
5. Employee(s), Representative(s) of the City or Union representatives are encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
6. The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
7. The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.
8. All written or verbal communications, including agreements at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

**III. Consultation Stage**

9. Employee(s) Representatives of the City or Union may initiate consultation if a dispute is not resolved through informal discussion, or any party believes this process will not resolve the dispute.
10. A request for consultation shall be submitted in writing within 15 working days of the date that the dispute is not resolved through Informal Discussion. The request shall include the details of the dispute.
  - a. If a dispute relates to a specific Employee or group of Employees, a request for consultation by the Employee(s) or the Union shall be submitted to the appropriate management supervisor, with a copy to the appropriate Human Resources Representative and the Employee Relations Branch, Human Resources Department.
  - b. If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources Department.
  - c. A request for consultation by the City shall be submitted to a Representative of the Union.
  - d. A request for consultation by an Employee shall be copied to the Union office.
11. Once initiated, a representative of the Human Resources Department shall schedule a meeting of the individuals who are essential to resolving the dispute (as determined by the parties). The meeting shall be facilitated by the Human Resources Representative and/or the Union, or another person acceptable to the parties.
12. The facilitator(s) will encourage respectful dialogue and information sharing, and help the participants define issues, explore interests and options and achieve mutually acceptable solutions.
13. The facilitator may take notes of discussions to share with the participants and to assist the consultation process. Notes taken by any of the participants are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.

14. The consultation process shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The Employee(s), Union, or the City may conclude consultation at any time by written notice to the other party.
15. Agreements reached at this stage are confidential and without prejudice to the legal and contractual rights of the parties, and shall be confirmed in writing.
16. If a dispute is not resolved at consultation, and the dispute does not constitute a grievance, the Employee(s), the Union Representative or City Representative may advance the dispute/difference to the Branch Manager of the applicable department:
  - a. A submission to the Branch Manager shall be made in writing within 15 working days of the date that notice is received of the conclusion of consultation.
  - b. Following receipt of the dispute, the Branch Manager shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources Department, and the individuals who are essential to the resolution of the dispute (as determined by the parties).

#### **IV. Formal Review Stage**

17. The employee(s), Representative of the City, or Union Representative may initiate a grievance if a dispute/ is not resolved by consultation.
18. A grievance shall specify the details of the dispute/, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
19. A grievance shall be initiated in writing within 15 working days of the date that notice is received of the conclusion of consultation.
  - a. Individual or group grievances shall be submitted to the General Manager of the applicable department
  - b. Policy grievances shall be submitted to the General Manager of the Human Resources Department.
  - c. Employer grievances shall be submitted to the President of the Union.
20. Following receipt of the grievance, the General Manager or the Union President (or their designates), whichever is applicable, shall convene a meeting within 15 working days involving Representatives of the Union, Human Resources Department, and the individuals who are essential to the resolution of the dispute (as determined by the parties).
21. The participants will seek a mutually acceptable resolution to the dispute through an open and balanced discussion of the issues, interests, options and potential solutions.
22. Agreements reached at this stage are confidential and without prejudice to the legal and contractual rights of the parties, and shall be confirmed in writing.
23. If agreement is not achieved or if the grievance is not withdrawn, the Employee(s), the Union or the City may conclude a formal review at any time by written notice to the other party. At the conclusion of the formal review, the respondent to the grievance shall provide a written summary to the other party of the issues discussed, agreements reached, and any issues that remain outstanding and/or in dispute.

V. Arbitration Stage

24. Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or the City may refer any grievance to arbitration if it has not been resolved by formal review.
25. A referral to arbitration shall be initiated in writing within 30 working days of the conclusion of the formal review stage.
26. Grievances referred to arbitration by the Union shall be submitted to the General Manager of the Human Resources Department.
27. Grievances referred to arbitration by the City shall be submitted to the President of the Union
28. The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.
29. The party referring a grievance to arbitration shall notify the other party of:
  - a. Its willingness to use a one-person arbitration board, or
  - b. Its appointee to a three-person arbitration board, and
  - c. The details of the grievance, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
30. The responding party shall notify the referring party within fifteen working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.
31. If the responding party fails to respond within fifteen working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the other party.
32. The Union and the City shall select the chairperson of the arbitration board within five working days of the response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.
33. No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
34. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board.
35. Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.
36. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.
37. The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.

38. The arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within sixty working days, unless the parties mutually agree that written reasons are not required.
39. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.
40. The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
41. The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

**VI. General**

42. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process. In the interest of neutrality, the parties prior to engaging the resource, in order to determine an appropriate cost-sharing arrangement, will discuss any external resource costs.
43. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.
44. If the Union or the City has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

This Letter of Understanding shall be attached to and form part of the collective agreement.



Letter #2

**LETTER OF UNDERSTANDING**

between

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

Of the First Part

• and •

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197  
Edmonton Emergency Health Services Personnel  
(hereinafter called the "Union")

Of the Second Part

**REVERSION • CLINICAL EDUCATORS**

The parties agree that those employees currently employed in the position of Clinical Educator shall have the right to revert to their former position for a period of twelve (12) months in the event that they are removed from the bargaining unit as a result of the Edmonton Fire Fighters' Union complaint filed with the Labour Relations Board December 1, 2000.

Those employees displaced, as a result of a reversion shall have the right to revert to their former positions or be placed in an equivalent position.

This Letter of Understanding shall expire February 28, 2002.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**

A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197**

Edmonton Emergency Health Services Personnel  
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Of the Second Part

**TRANSFER TO LIFE SUPPORT**

If the City and the Capital Health Authority agree to a contract for the provision of transfer services and that contract provides the City with full wage and benefit cost recovery for transfer employees at life support rates of pay and benefits and other entitlements under the Collective Agreement, the transfer addendum will terminate and transfer will be merged with life support work under the following conditions.

1. The transfer/life support merger will occur within 30 days of the ratification of the City/CHA contract.
2. There will be single classifications of paramedics and EMT-A's doing transfer and life support work. Existing employees on the life support and transfer sides will continue performing life support or transfer work as the case may be.
3. Transfer employees will be promoted to the applicable life support wage schedule (i.e. P or A) and step - placed in accordance with Article 22.07.
4. Transfer employees will commence day-one seniority in their life support classification. They will be placed in transfer seniority order for the purpose of determining seniority within their own group within their classification.
5. The present transfer employees who did not succeed in the mentorship program will be restricted to transfer duties and will be frozen at the wage level determined in #3 above.
6. New employees including the employees hired in the spring of 2001, are required to successfully complete mentorship, as specified by the Medical Director, within their probation period, which allows them to work in both life support and transfer. Successful completion of the mentorship is a condition of continued employment.

7. Hours of work for transfer employees will continue as previously under the Addendum (point #5, as amended by the parties on April **26,2000**).
  - a) Full-time permanent transfer employees will be assigned regular hours of work ensuring an average of 42 hours per week or 40 hours per week over a complete shift cycle.
  - b) Full-time permanent employees will normally work shifts between 8 and 14 hours in length exclusive of overtime.
  - c) Full-time transfer employees will not be assigned split shifts.
  - d) If employer partnering requirements are satisfied, employee preference will be considered in assigning start times. If two or more employees prefer the same start time and they can't be accommodated, seniority will be the determining factor.
8. Units will normally perform only one of either life support or transfer work however the City may designate a maximum of two transfer units at any one time to perform life support work as required. In addition, in the event of a MCI or disaster any number of transfer units may be required to perform life support work.
9. Life support staff (except rovers) will not be required to perform transfer duties. Exceptions will include periodic short term clearing of transfer backlogs and stat-critical care transfers. Life support employees may request a transfer to transfer duties and it will not be unreasonably withheld.

This Letter of Understanding shall be attached to and form part of the collective agreement.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**

A Municipal Corporation  
(hereinafter called the "City")

Of the First ~~Part~~

• and.

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197**

Edmonton Emergency Health Services Personnel  
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Of the Second Part

**PARTIAL SHIFT EXCHANGES FOR CUPE BUSINESS**

In order to effectively respond to the business interests of the Union or initiatives advanced by the City, the Union's representatives will be granted partial shift exchange privileges based on the following criteria:

- Shift Exchange replacements must be arranged by CUPE
- CUPE members replaced at the same time on the same shift will make arrangements with the platoon supervisor to minimize operational impact.
- Any partial Shift Exchanges shall be made in accordance with the provisions of Articles 30.01, 30.02 and 30.03 of the master Life Support collective agreement.

This Letter of Understanding shall be attached to and form part ~~of~~ the collective agreement.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197**  
Edmonton Emergency Health Services Personnel  
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Of the Second Part

**SPECIALTY WORK**

- 1) Specialty work groups will have the same selection process as has been agreed with respect to promotion, unless otherwise specified by external groups.
- 2) A roles and responsibilities outline will be provided for these specialty work groups prior to posting.
- 3) Discussion and negotiation regarding any specialty work group will be with accredited union individuals.

This Letter of Understanding shall be attached to and form part of the collective agreement.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**

A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and -

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Edmonton Emergency Health Services Personnel  
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Of the Second Part

**GOLF UNIT, REPORTING SERVICE DELIVERY**

- 1) A roles and responsibilities outline for the Golf unit specialty unit will be prepared.
- 2) The Golf unit **will** not be used as a primary response unit, except in exceptional circumstances.
- 3) The City will provide information on service delivery ~~of~~ EMS units in a timely fashion which will include Red alert, Yellow alert, unit (ALS/BLS) usage or other pertinent data for the purpose of joint discussion and problem solving.

This Letter of Understanding shall be attached to and form part of the collective agreement.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**

A Municipal Corporation  
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and

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Edmonton Emergency Health Services Personnel  
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Of the Second Part

**COMMITTEES**

All standing and ad hoc EMS committees struck between the parties shall be composed of equal representation appointed/elected by the respective parties. The following general conditions shall apply to such committees:

- a) Committees shall only have the authority to make recommendations to their respective principals;
- b) Minutes of any meetings shall be approved by the committee;
- c) Committee decisions shall be by majority vote;
- d) Administrative costs of a given committee shall be borne by the City;
- e) The parties shall share all relevant information/data.

Union representatives on a committee shall attend meetings of the committee without loss of pay or benefits.

Committee members from the Union may be seconded to work on an agreed project at the City's expense. Premiums that would be normally incurred as a result of an employee changing platoons are not applicable. Hours will be balanced over the shift cycle(s) for all employee(s) affected.

This Letter of Understanding shall be attached to and form part of the collective agreement.

**LETTER OF UNDERSTANDING**

between

**THE CITY OF EDMONTON**

A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197**

Edmonton Emergency Health Services Personnel  
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Of the Second Part

**FULL-TIME TEMPORARY POSITIONS**

- I. The Employer will identify full-time temporary positions required in Life Support Services to cover permanent employee absences such as vacation, short-term disability, long-term disability, W.C.B., leave without pay, banked time off, training, special assignment, etc. The period of assignment will be greater than three (3) months and not more than twelve (12) months.
  2. These positions will have full benefits and rights as per the collective agreement.
  3. The higher ranked casual employee, as per the selection process, will be placed in the position having the longest vacancy.
  4. The above full-time temporary positions are not to be included in the permanent staff off per platoon as indicated in Article 9.08.03 of the Agreement.
- \*

This Letter of Understanding shall be attached to and form part of the collective agreement.



## ADDENDUM

between

THE **CITY** OF EDMONTON  
A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL **3197**  
Edmonton Emergency Health Services Personnel  
(hereinafter called the "Union")

Of the Second Part

### TRANSFER EMPLOYEES

The following provisions shall apply to Transfer Employees. Unless otherwise specified, clauses contained in the Main Agreement shall not apply. Clauses in this Addendum shall supersede clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the Main Agreement and the clauses in this Addendum, the latter shall prevail in respect of Transfer Employees.

The employer will staff and maintain a suitable number of transfer units to perform transfers. Transfer units will not be required to perform services that the current Ambulance Services Act requires ambulances to do. Transfer staff though may encounter situations where it is their professional responsibility to render medical aid. This is not be construed as work outside the transfer class specifications. In the event of a disaster or a mass casualty incident and at the direction of the General Manager, transfer employees may be required to render medical aid.

The creation of the Transfer Division will not result in loss of employment for any current permanent Life Support Employee.

The City's intention is to sufficiently staff the Transfer Division so Life Support is not impeded from progressing toward achieving the Council mandated response coverage.

1. Transfer employee shall mean an employee occupying a position within a Transfer classification.
2. Except as provided for in this Addendum working conditions shall be in accordance with the Employment Standards Code.
3. Only the following articles of **the** Collective Agreement will apply to Transfer employees:

Article Numbers:

1, 2, 3, 4, 5, 6, 7, 8.02, 8.04, 8.05, 8.06, 9.01, 9.03, 9.04, 9.05, 9.06, 9.09, 9.10, 10, 11, 12, 13.01, 13.02, 13.03, 13.04, 13.05, 14.01, 14.02, 14.03, 14.04, 14.05, 14.08, 15.01, 15.05a, 15.05c, 15.05d, 15.07, 15.08, 15.09, 15.11, 16, 17.04, 18.01, 18.02, 18.03 18.05, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29.

**4. Definitions**

- a) Employee shall mean an individual who comes within the scope of this Addendum.
- b) Regular hourly rate of pay shall mean the hourly rate of pay assigned to a classification.

**5.** a) Full-time permanent Transfer employees will be assigned regular hours of work ensuring an average of forty-two (42) hours per week or forty **(40)** hours per week over a complete shift cycle.

**\*** b) Full-time permanent employees will normally work shifts between eight (8) and fourteen (14) hours in length, exclusive of overtime.

c) Full-time Transfer employees will not be assigned split shifts.

**\*\*** d) If employer partnering requirements are satisfied, employee preference will be considered in assigning start times. If two (2) or more employees prefer the same start time and they cannot be accommodated, seniority will be the determining factor.

**6.** Casual Transfer employees are those employees normally assigned less than full-time hours of work

**7.** The work schedule of full-time permanent Transfer employees shall be posted by the employer at least five (5) days in advance after providing the Union a copy.

**8.** Personnel employed in permanent and casual Transfer positions will be paid the rate of the classification they are assigned to.

**9.** Transfer employees will be paid for hours worked only and shall work those hours assigned by the City.

**10.** a) Transfer employees may be priced up to Life Support classifications provided that this doesn't result in loss of work for any full-time permanent Life Support employee. Pricing up may occur for part shifts due to absences such as sickness, court time and committee work.

b) Employees scheduled for duty in Life Support will not lose wages or benefits or suffer a change of classification as a result of performing transfers.

c) Life Support employees may be only transferred to transfer classifications on a permanent basis with the mutual agreement of the Employer and the Union. Such employees will not suffer a decrease in wages and benefits if the transfer is for rehabilitative purposes and is supported by medical certification.

d) Casual Life Support employees who make themselves available for shifts in the Transfer Division will be paid at the appropriate Transfer classification rate of pay.

Regardless of whether a casual Life Support employee makes himself available for casual transfer work or not, the employer will not as a result of the employees choice, affect the life support work made available to the employee. There shall be fair and reasonable distribution of hours.

**11.** Classification descriptions shall be provided to the Union ~~for~~ the classifications established by the Employer.

12. Articles 13.06 through to 13.15 of the master Collective Agreement shall serve as a Layoff and Recall procedure for Transfer employees, however it shall be exercised as a distinct and separate procedure exclusive to Transfer employees.
13. Seniority accrued in the Transfer Service shall not be transferable to the Life Support Service.
14. In making promotions or appointments from Transfer Service to Life Support service, the determining factors shall be:
- a) work history, qualifications and seniority when permanent employees are being considered; and
  - b) work history, qualifications and hours worked when casual employees are being considered.
15. Transfer classifications and rates of pay are as follows:

APPENDIX BTRANSFER WAGE SCHEDULE

Classification	Level	December 31, 2000		
Transfers-EMT-A	Start	14.656	15.232	15.687
	I	15.132	15.720	16.192
	II	15.608	16.219	16.707
	III	16.136	16.769	17.273
Transfers-EMT-P	Start	18.640	19.367	19.951
		19.292	20.042	20.641
		19.976	20.759	21.383
	III	20.690	21.497	22.145

SIGNED this

21<sup>st</sup>

day of

February

, A.D. 2002

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 3197

*[Signature]*  
*[Signature]*  
*[Signature]*

WITNESSED BY:

2001-2003 - CUPE 3197NEW

THE CITY OF EDMONTON

*[Signature]*  
*[Signature]*

As to Form

As to Contents

APPROVED

City Solicitor

Head of Department