

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON
A Municipal Corporation

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197
Edmonton Emergency Health Services Personnel

Duration: December 9, 2007 to December 18, 2010

10258 (05)

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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 December 9, 2007 to December 18, 2010. 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. The parties recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment, and service, to the end that the morale, well-being and security **of** all employees represented by the Union be improved and maintained.

- 2.03. The parties agree changes, reports or recommendations to any existing policy, practice or procedure with respect to conditions of work or the introduction of new equipment, shall be discussed or shared in advance at a meeting of the Labour Management Committee.,
- 2.04. 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.
- 2.05. 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. Month

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. Full Time Job Share Permanent Employee
Shall mean two (2) permanent employees of the same classification who occupy a permanent full-time position.
- 5.18. Full-Time Permanent Employee
Shall mean **an** employee who occupies a full-time position and works the hours of work **as** outlined in 8.01.
- 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. 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 Management 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. Members requesting a replacement shall ensure the Time ~~OFF~~ Request Form is signed by **an** authorized Executive member before it is submitted to the Payroll office. Time spent in such shall be considered **as** time worked for the purpose of compensation for illness and injury, benefits, and seniority.
- 7.09. In order to effectively respond to the business of the Union or initiatives advanced by the City, the Union's Executive (President, Vice Presidents, Recording Secretary, Treasurer and Chief Shop Steward) will be granted partial shift exchange privileges. This shall be restricted to Union Executive and General Membership meetings only. The following conditions shall also apply:
- Shift exchange replacements must be arranged by the Union.
 - Union executive replaced at the same time on the same shift will make arrangements with the Platoon Superintendent 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 Collective Agreement.

Union Meetings

- 7.10. 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.
- 7.11. 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

- 7.12. 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. 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 employees 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 employees 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 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 can not be accommodated, seniority will be the determining factor.

b) Peak Load Unit/Life Support:

Start times for Peak Units will be altered to three (3) twelve (12) hour day shift units starting at 07:00, 08:00 and 09:00 hours, followed by three (3) twelve (12) hour night shifts commencing at 13:00, 14:00 and 15:00 hours followed by four (4) days off.

c) 10.5 Hour Shifts

i. 42 hours of work per week averaged over a ~~shift~~ cycle as in (ii) and (iii) below.

ii. Unit #1 shift cycle (tour of duty) shall be comprised of 7 consecutive days as follows:

Four consecutive days of work:
Monday and Tuesday – 07:30 hours to 18:00 hours; and
Wednesday and ~~Thursday~~ – 15:00 hours to 01:30 hours
Three consecutive days off.

iii) Unit #2 ~~shift~~ cycle (tour of duty) shall be comprised of 7 consecutive days as follows:

Four consecutive days of work:
Thursday and Friday – 07:30 hours to 18:00 hours; and
Saturday and Sunday – 15:00 hours to 01:30 hours
Three consecutive days off.

In accordance with Article 15.01 and 15.02 employees shall be provided ten and one-half (10.5) hours for each of the paid statutory holidays.

d) Program Development Section

Shall be assigned hours of work averaging eighty (80) hours over a pay period. Start times will be between 06:30 and 11:30. Flextime may be arranged on an individual basis due to operational demands.

e) Vehicle, Equipment and Supply Administrator

Shall be assigned hours of work averaging eighty (80) hours over a pay period. Start times will be between 06:30 and 11:30 hours. Flex time may be arranged on an individual basis due to operational demands.

f) Vehicle Service Attendant and Emergency Vehicle Service Technician

Shall be assigned hours of work averaging eighty-four (84) hours over a pay period. Start times will be between 05:30 and 10:30 hours. Flex time may be arranged on an individual basis due to operational demands.

- 8.02. 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.
- 8.03. Upon mutual agreement, the Union and the City, may enter into a modified work week agreement.
- 8.04. There shall be no split shifts.

Working Schedule

- 8.05. 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.
- 8.06. 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.
- 8.07. Where an employee is unable to fill the requirements of their regular duty assignment due to injury or illness but is able to be reassigned to another operational assignment which is within the medical restrictions identified by the medical reports and where the assignment is agreeable to the Union and the City the employee **may** be reassigned without eight (8) calendar days notice.
- 8.08. ******
- a) On an annual basis the parties agree to conduct a partner changes process. All Operations staff are required to bid on all shifts in order of overall bargaining unit seniority. Bargaining unit representatives will manage this process based on terms agreed to by both parties. Terms may include but are not limited to the balancing of staff on platoons based on vacation accrual, classification, specially training and or Acting Superintendent qualifications.
 - b) Prior to the shift change process both parties agree to review and develop appropriate shift schedules that meet the needs of bargaining unit members and achieve operational goals. The agreed to shift schedule will be in place on one (1) year unless both parties agree to any amendments. The agreed to shift schedule will be signed off by both parties but will not be included in article 8 of the collective agreement.
 - c) If the parties are unable to reach mutual agreement then the provisions of article 8.01 apply.

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 six (6) shifts 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.

An employee is entitled to bank overtime and paid holiday premiums. The lieu time credits shall be banked at the applicable overtime or paid holiday rate.

The lieu bank may accrue up to a maximum of two hundred and four (204) payable at the current basic hourly rate of pay. Accumulated lieu time credits in excess of two hundred and four (204) shall be paid out to the employee.

The employee's request to bank lieu time must be conveyed on an accurately completed payroll application form at the time overtime is approved by their Supervisor or on the day on which the Named Holiday is worked. An employee may elect to receive payment for some if not all of their banked lieu time by providing **an** accurately completed payroll application form to the Employer prior to the end of the pay period.

The lieu bank may be exhausted or utilized **as** follows:

- a. **Time** off to be taken at a mutually agreeable time between the **City** and Employee;
- b. Cash payment when requested which shall be included in a regularly scheduled pay period.

9.08. Up to 20% of a platoon may be booked off on vacation or lieu time for any one shift. **After** February 15 of each year, any portion of the 20% may be utilized for lieu time based on 9.08 (b) and will not be denied.

- ****
- a) Staff may request lieu time based on the following schedule:
 - i. Staff with less than *two* (2) years bargaining unit seniority may book **up** to two (2) consecutive shifts to lieu time at a time prior to one (1) month in advance of the requested shift.
 - ii. **Staff** with greater than *two* (2) and less than seven (7) years bargaining unit seniority may book up to four (**4**) consecutive shifts of lieu time at a time prior to one (1) month in advance of the requested shift.
 - iii. **Staff** with greater than seven (7) years bargaining unit seniority may book up to six (**6**) consecutive shifts at a time of lieu time prior to one month in advance of the requested shift.
 - b) Within one (1) month of the requested shift the remainder of the 20% of available time off will be approved on a first come first serve basis.
 - c) Within one (1) month of the requested shift the Superintendent may approve lieu time beyond the 20% based on platoon staff availability and operational needs up to and including the day of the requested shift.

9.08.01. 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.

9.08.02. 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 (1½) 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 be 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.

(e) Court after Last Night Shift

When **an** employee is required to appear in court or another legal proceeding in the morning immediately following the last scheduled night shift, the employee shall be granted a leave of absence with pay commencing at midnight for the remainder of the shift. The employee will not receive any other pay consideration for attending the morning and afternoon court.

- 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 employee's 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. The names of the applicants shall be provided in writing to the Union as soon as possible during the recruitment process.

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. The names of the applicants shall be provided in writing to the Union as soon as reasonably possible during the recruitment process.

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 Branch, 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

Seniority

- 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 process as approved by the Union.
- 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 employee's 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 ABSENCE

14.01. 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 employees 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. Parental Leave

Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the **birth** or adoption of the child but it must be completed fifty two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

14.03. Birth 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.

14.04. 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.

14.05. 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.

14.06. 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.

14.07. 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**.

14.08. 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.

14.09. 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.

14.10. 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 ENTITLEMENTSPaid 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. Lieu Bank

Shall include hours from the holiday bank and lieu time hours. **An** employee shall be allowed to bank hours from Statutory Holidays and overtime to a maximum of 204 hours. Carryover **amounts** will be 120 hours.

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 pay cheque.
- d) Vacation entitlements shall be taken in lots in accordance with their respective hours of work in their shift.
- * e) Vacation utilization will be based on the regularly scheduled hours of work during the vacation period.
- 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. This will not apply during prime vacation time (June, July, August and December 15th through January 15th inclusive)
- *
- 15.07. Annual vacation period selection shall be on the basis of a rotation schedule in accordance with shift seniority, with twenty (20) per cent of employees as of February 15th each year 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 1st to December 31st each year. All vacation selections must be made by February 15th each year and include all accrued vacation as of December 31st of the previous year.
- An** employee who has not scheduled vacation by February 15th and has not had approved carryover 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 December 31st of the current year.
- All vacation schedules shall be drafted by the Superintendent and the shop steward subject to operational approval of the Chief of Emergency Medical Services or designate however no vacation requests will be unreasonably denied. Up to date vacation lists shall be posted electronically to each platoon. Any changes to the vacation schedule shall be posted in the workplace and via email no later than 7 days after the change has been made. Vacation hours equal to the amount cancelled must be taken in the current year.
- 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 equal to one year's accrual plus ten (10) days in accordance with City policy can be carried over without approval. Vacation entitlements in excess of the City policy may not be carried forward from year to year without the written approval of the Chief Emergency Medical Services or designate.
- 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.

- 15.12. Employees **off** due to any training, reassignments, sick leave or any other approved leave shall not factor into the 20% referenced in 15.07.
**
- 15.13. A permanent or probationary employee absent because of occupational or non-occupational disability shall earn vacation credits in accordance with the following:
**
- 15.14. A permanent employee is absent because of sickness and / or accident which occurred as a result of his employment and is recognized as compensable by the Worker's Compensation Board, he shall earn vacation entitlement during the first twelve (12) months of such disability only.
**
- 15.15. A permanent or probationary employee who is in receipt of Income Protection benefits shall continue to earn vacation credits
**
- 15.16. A permanent or probationary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.
**

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 operations staff will be provided a minimum of (32) hours per calendar year of **off** – duty education. Employees completing off – duty education will be paid in accordance with article 9.03 at two (2) times their regular rate of pay. The employee will be responsible to complete the education in one of the following ways:
**
- i) On- line either at the workplace or at home
 - ii) Attendance at a City of Edmonton Clinical Education delivered session (both half day and full day sessions will be provided.)
 - iii) Attendance at a City of Edmonton Clinical Education approved course or conference

Employees may be required to provide proof of completion. Each module or training session will be assigned an hourly attendance rate agreed to on an annual basis by both parties. Education will be offered using multiple delivery methods to ensure appropriate access for all **staff**.

Both parties will agree to final date at which time employees must provide proof of successful completion. Employees who have not completed this training by the agreed to date will be relieved from duty without pay until such time that proof of successful completion can be provided.

Mandatory Education

Required education by the Alberta College of Paramedics will be provided and the Medical Director, Management and the Union will jointly discuss and identify other mandatory education requirements. Should an Employee fail to attend mandatory education without proper cause, the Employee may be required to acquire the education at no cost to the City.

No employee shall be required to be recalled or break up their vacation entitlement(s) to accommodate training programs. Attempts will be made to accommodate employees that are not able to attend education programs due to long term absence or disability. However, the employee will not be eligible for compensation for missed education hours upon their return,

- 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 shall be entitled to a ten dollars (\$10.00) meal expense.
- 18.02. An employee assigned to ambulance duty involving travel outside of the City's boundaries shall be entitled to a ten dollar (\$10.00) 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. Emergency Vehicle Service Technician will receive a four hundred fifty (\$450.00) basic tool allowance each year if the employee is required to use their own tools. The basic tool kit shall be in accordance with Appendix 1.

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.

The City shall pay the annual ACP registration fees, exam fees and any other fees associated with maintaining the license and required upgrading on behalf of all full-time employees.

19. CLOTHING AND EQUIPMENT

19.01. Upon commencement of an employee's orientation, employees in the following classifications: EMT-A, EMT-P, Patient Services Consultant, Public Educators, Clinical Educators, Medical Equipment & Supply Administrators.

*

Subject to 19.01.01., they shall be issued:

- four (4) trousers
- e four (4) shirts
- four (4) t-shirts
- e one (1) tie
- one (1) tie bar
- one (1) duty belt
- e one (1) jacket (to/from)
- one (1) sleeping gear
- one (1) winter hat (tonque)
- two (2) I.D. tags
- e one (1) holster
- e one (1) scissors
- one (1) flashlight
- e one (1) stethoscope
- e one (1) gear bag
- four (4) epaulettes
- e one (1) duty coat
- one (1) duty pants
- one (1) helmet
- one (1) hearing protection
- e one (1) eye protection
- e one (1) standard dress uniform

Issued clothing available 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 Management Committee.

19.01.01. Emergency Vehicle Service Technicians and Vehicle Service Attendants

- e four (4) trousers
- e four (4) shirts
- four (4) t-shirts
- e one (1) tie
- one (1) tie bar
- one (1) belt leather
- one (1) jacket (to/from)
- e two (2) coveralls
- two (2) I.D. tags
- e one (1) hearing protection
- e one (1) eye protection

Replacement will be based on demonstrated need. Employees covered in 19.01.01. are excluded from the point system.

- 19.02. An employee shall earn one (1) point based upon specific number of hours worked. Point value for hour worked will be agreed upon at Labour Management meetings. Points may be used during specified order times. All points earned may be used at any point for the purchase of uniform issue.
- A maximum number of points that can be carried over will be agreed to at Labour Management meetings.
- 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 three hundred dollars (\$300.00) for each invoiced by the supplier for the cost of the footwear and any over expenditure will be the responsibility of the employee. Employees are eligible for such **an** allowance every 4380 hours worked. Hours worked shall include but are not limited to vacation time, lieu time, shift exchanges for and overtime. The allowance may be used to allow for both resoling and purchase during the 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.
- 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. A sub-committee of the Labour Management Committee shall receive input from the Health Services and Support Committee on a regular basis. The Labour Management Committee shall consider the clothing issue provisions and consider revisions to the system.
- 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.

19.11. Employees within the scope of 19.01 shall earn points on the following basis:

**

On an annual basis the points earned per hour and the annual maximum shall be adjusted by the average percentage increase / decrease in total cost over the previous year for clothing and equipment.

Hours of work applying to points will include regularly scheduled hours, shift exchange and overtime hours.

No additional points shall be earned beyond the annual maximum. Members shall be entitled to carryover any unused points into the following year.

There will be two uniform issues per year.

Members are required to order a minimum of two shirts, two pants and two t-shirts in a one year period. Employees not doing so will have their order adjusted to reflect this.

The parties agree to meet within thirty (30) days following the signing of **this** article for the purpose of establishing a baseline cost of points per article **as** outlined in Article 19.

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 and the specifics of the incident giving rise to the allegation.. 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 employee shall have forty eight **(48)** hours to respond to the City. Should it become necessary to meet with the employee for purposes of discussing the response the employee shall suffer no loss of regular earnings and shall be paid overtime in the event it is necessary to meet on an employee's scheduled days off.

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. DISPUTE RESOLUTION PROCESS

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

21.01. Definitions

- (a) A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
- (b) 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:
- (i) An individual grievance is any dispute that directly relates to or affects the rights of a specific employee.
- (ii) 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.
- (iii) A policy grievance is any dispute that directly relates to or affects the bargaining unit.
- (iv) An employer grievance is any dispute that directly relates to or affects the rights of an individual having managerial authority.
- (c) Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

21.02. Informal Discussion

- (a) Employees or any party to this Agreement shall initiate a dispute at **the** Informal Discussion Stage within fifteen (15) working days that employees or the party become(s) aware or reasonably should have become aware of the matter.
- (b) Employee(s) or any party to this agreement are encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
- (c) The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
- (d) 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.
- (e) All written or verbal communications, including agreements at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

21.03. Consultation Stage

- (a) Employee(s) or any party to this agreement may initiate consultation if a dispute is not resolved **through** informal discussion, or any party believes this process will not resolve the dispute.
- (b) A request for consultation shall be submitted in writing within fifteen (15) working days of the date that the dispute is not resolved through Informal Discussion. The request shall include the details of the dispute.
 - (i) 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.
 - (ii) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources.
 - (iii) A request for consultation by the City shall be submitted to a Representative of the **Union**.
 - (iv) A request for consultation by an Employee shall be copied to the Union office.
- (c) Once initiated, a representative of **Human** Resources 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.
- (d) 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.
- (e) 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.
- (f) The consultation process shall occur within fifteen (15) working days. The participants may continue to consult for **as long as** they are mutually satisfied that progress is being made. The Employee(s) or any **party** to this agreement may conclude consultation at any time by written notice to the other party.
- (g) 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.
- (h) If a dispute is not resolved at consultation, and the dispute does not constitute a grievance, the Employee(s) or party to this agreement may advance the dispute/difference to the Emergency Response Service (EMS) Chief.
 - (i) A submission to the EMS Chief shall be made in writing within fifteen (15) working days of the date that notice is received of the conclusion of consultation.
 - * (ii) Following receipt of the dispute, the EMS Chief shall convene a meeting within fifteen (15) working days involving representatives of the Union, Human Resources, and the individuals who are essential to the resolution of the dispute (as determined by the parties).
 - * (iii) Within fifteen (15) working days of the meeting the EMS Chief shall communicate a response in writing to the parties.

21.04. Formal Review Stage

- (a) The employee(s) or any party to this agreement may initiate a grievance if a dispute is not resolved by consultation.
- (b) 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.
- (c) A grievance shall be initiated in writing within fifteen (15) working days of the date that notice is received of the conclusion of consultation.
- (d) Individual or group grievances shall be submitted to the General Manager of the applicable department.
- (e) Policy grievances shall be submitted to the Branch Manager, Human Resources.
- (f) Employer grievances shall be submitted to the President of the Union.
- (g) Following receipt of the grievance, the General Manager or the Union President (or their designates), whichever is applicable, shall convene a meeting ~~within~~ fifteen (15) working days involving Representatives of the Union, Human Resources, and the individuals who are essential to the resolution of the dispute (~~as~~ determined by the parties).
- (h) 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.
- (i) 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.
- (j) If agreement is not achieved or if the grievance is not withdrawn, the Employee(s) or any party to the agreement 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.

21.05. Arbitration Stage

- (a) 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.
- (b) A referral to arbitration shall be initiated in writing within thirty (30) working days of the conclusion of the formal review stage.
- (c) Grievances referred to arbitration by the Union shall be submitted to the General Manager of the Department.
- (d) Grievances referred to arbitration by the City shall be submitted to the President of the Union.
- (e) 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.

- (f) The party referring a grievance to arbitration shall notify the other party of:
 - (i) Its willingness to use a one-person arbitration board, or
 - (ii) Its appointee to a three-person arbitration board, and
 - (iii) The details of the grievance, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- (g) The responding party shall notify the referring party within fifteen (15) working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.
- (h) If the responding party fails to respond within fifteen (15) working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the other party.
- * (i) The Union and the City shall select the chairperson of the arbitration board within thirty (30) calendar 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.
- (j) 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.
- (k) Each party shall bear the expense of its respective member and shall bear one-half (1/2) of the expenses of the chairperson of the arbitration board.
- (l) Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.
- (m) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.
- (n) The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
- (o) The arbitration board shall hear the grievance and render a decision within twenty (20) working days of the hearing. Written reasons for the decision shall be provided within sixty (60) working days, unless the parties mutually agree that written reasons are not required.
- (p) 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.
- (q) The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- (r) The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

21.06. General

- (a) 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.
- (b) 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.
- (c) 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.

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 first step 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 ACP registered shall provide the City with a copy of their registration upon receipt from the provincial association.

Wane Increments

- 22.07. (a) Upon verification that a prospective Employee has job specific and relevant experience, the City may adjust the prospective Employee's starting salary up to Step 5 of Appendix A – Schedule of Wages. The Union will be advised of all such circumstances at regular Labour/Management Meetings.
- (b) Employees shall advance increment steps within a classification upon the proportional rate of two thousand, one hundred and ninety (2190) hours worked.
- (c) When a promotion occurs the employee will be placed not lower than Step 2 of the new classification.
- (d) Where an employee is promoted from one classification to another, that employee **will** receive the increment step not lower than their hourly rate of pay prior to promotion or, at a minimum, not lower than a 6% increase.
- 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 steps 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. The shift differential shall be 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 upon achieving ten years of continuous service (LS1). LS1 will be the equivalent of Step 7 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 upon achieving twenty years of continuous service (LS2). LS2 will be the equivalent of Step 7 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 \$4,000.00 per month effective August 8, 2004. 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

Effective with the first payroll in 2005, in this plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases be calculated on the basis of the dentist's bill or the applicable fee in accordance with the Alberta Blue Cross Usual and Customary Fees, whichever is less,

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 fees 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.

26.04. Job Share

26.04.01. The City will consider applications from two (2) permanent employees in the same classification wishing to enter into job sharing agreements. Subject to operational requirements, the City will agree to such job sharing agreements, with the understanding that minimal additional cost, inconvenience or loss of operating efficiency will accrue to the City as a result of the job sharing agreement. The job sharing partners, the Union and the City must sign a written agreement.

26.04.02. The decision to enter into a job sharing agreement, does not impact the employee’s permanent employment status. Salary based benefits and pension entitlement will be pro-rated in accordance with the job sharing partners full-time equivalencies. Premium cost sharing will be as determined by the applicable terms of the collective agreement.

26.04.03. A job sharing agreement will be subject to an initial six-month trial period. Full-time’s will be utilized to fill the junior partner’s position for the trial period. Thereafter, the junior partner’s position will be filled on a permanent basis and the term of the job share discontinuation will be as per point 5 below.

*

- 26.04.04.** In the event that the City, or one of the partners, does not wish to continue the arrangement during the trial period, that party will provide **2** full pay periods written notice to their partner and the City of their intention to discontinue the arrangement. Should this occur, the terms and conditions of employment for each partner will be as they were prior to the commencement of the trial period. During the notice period, the partner wishing to continue the trial period for the job sharing arrangement will have the opportunity to recruit another partner from within the ranks of the permanent employees.
- 26.04.05.** * After the trial period, should either party wish to discontinue the job sharing arrangement, the junior partner will be appointed to the first available full-time vacancy for which they are qualified. Upon their movement out of the position, the remaining vacancy may be posted internally as a job share position. If the job share position is still not filled, the remaining partner will remain in that established position on a full-time basis. If both partners wish to discontinue the job share arrangement, the senior partner will remain in the established position on a full-time basis and the junior partner will move into the new full-time position.
- 26.04.06.** A job share arrangement will provide any advantage or disadvantage for employees in terms of working in Life Support or Transfer. Indefinite term job shares that **are** discontinued will result in the next available position accommodating the applicable classification within Life Support of the junior partner.
- 26.04.07.** Vacation entitlement for each partner will be as per Clause 15.5 (b). Job share partners will exercise their vacation, selection independently. The vacation pick rotation of each partner will be used for vacation selection purposes. Notwithstanding Clause 12.05, vacation pay for the job sharing partners will be calculated based on their average weekly hours of work.
- 26.04.08.** The partners may have a share of hours that **is** not equal. The hours that each partner **will** work will be scheduled in advance.
- 26.04.09.** Overtime rates will be paid for all hours worked in excess of the regularly scheduled hours of work normally assigned to a full-time employee.
- 26.04.10.** With respect to Article 15, Paid Holidays, the City will not assume additional costs in statutory holiday pay or premiums that which would normally be paid to one full-time position. Pay for Holidays worked will be paid to each Partner who works the Holiday. Pay for Holidays not scheduled for work will be paid to each partner based on their full-time equivalency.
- 26.04.11.** Service, for incremental advancement, will accrue on a pro-rated basis according to the hours worked by the individual employee.
- 26.04.12.** Cleaning allowance, Article 19.10 will be pro-rated.
- 26.04.13** In the event either partner wishes to apply for a new job opportunity, they will serve notice of their intent to end the job share as per point **26.04.04**, or **26.04.05**. above.

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 REVIEWSJob Descriptions

- 29.01. Job descriptions of all Emergency Response Department positions shall be available in **Human Resources** and the City will undertake to post electronic versions within the life of this Agreement.

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, comment 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.
- 29.04. Employee appraisals shall be developmental in nature and are intended to assist the employee in advancing his/her career by establishing mutually agreed goals and objectives.
- 29.05. The parties recognize the desirability of performance reviews and concur a formal performance review will be conducted on an annual basis.

- 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.
- 29.07. Employee appraisals shall not be used for purposes of disciplinary action.

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.

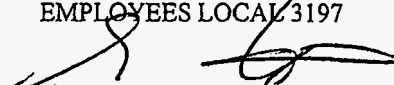
Time in **shift** exchange shall **be** considered as regular time for the purposes of seniority **and** benefits (with the exception of illness leave/short term disability insurance).

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 _____ day of _____, A.D. 2008

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197



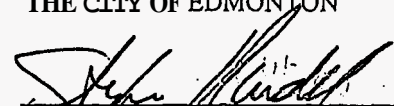
President

National Representative

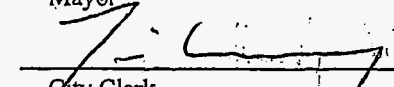


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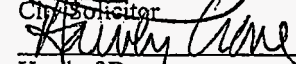
THE CITY OF EDMONTON



Mayor



City Clerk

As to Form	
As to Contents	
	Head of Department

APPROVED

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197
Edmonton Emergency Health Services Personnel

APPENDIX A - SCHEDULE OF WAGES

Salary Plan	Classification	Grade	2006	2007	2008	2009	2010			
36M	REMT- Ambulance	001	19.310	20.082						
			20.017	20.816						
			20.739	21.569	24.290	25.383	26.145			
			22.035	22.916	25.000	26.125	26.909			
			22.830	23.743	26.700	27.902	28.739			
			23.636	24.581	28.600	29.887	30.784			
			25.543	26.565	29.570	30.901	31.828			
			Rate After 10 Years	1.278	1.329	1.382	1.444	1.488		
			Rate After 20 Years	1.916	1.993	2.072	2.166	2.231		
36M	REMT- Paramedic	002	22.988	23.908						
			23.820	24.773						
			24.675	25.662	26.688	27.889	28.726			
			26.216	27.265	28.356	29.632	30.521			
			27.156	28.242	29.372	30.693	31.614			
			28.109	29.233	31.700	33.127	34.120			
			30.125	31.330	33.470	34.976	36.025			
			Rate After 10 Years	1.506	1.566	1.628	1.701	1.752		
			Rate After 20 Years	2.260	2.350	2.444	2.554	2.631		
36M	Vehicle Services Mechanic	003	22.414	23.311	24.243	25.334	26.094			
			23.245	24.175	25.142	26.273	27.061			
			24.099	25.063	26.065	27.238	28.056			
			24.942	25.940	26.977	28.191	29.037			
			25.873	26.908	27.984	29.244	30.121			
			26.789	27.861	28.975	30.279	31.187			
			28.670	29.817	31.009	32.405	33.377			
			36B	Patient Services Consultant & Clinical Educators	001	25.903	26.939			
						26.829	27.902			
27.795	28.907	30.063				31.415	32.358			
29.531	30.712	31.940				33.378	34.379			
30.599	31.823	33.095				34.585	35.622			
31.667	32.934	35.548				37.148	38.262			
33.944	35.302	37.601				39.293	40.472			
Rate After 10 Years	1.697	1.765				1.835	1.918	1.975		
Rate After 20 Years	2.546	2.648				2.753	2.877	2.963		
36B	Medical Equipment/ Supply administrators	002	22.988	23.908	24.864	25.983	26.762			
			23.820	24.773	25.764	26.923	27.731			
			24.675	25.662	26.688	27.889	28.726			
			26.216	27.265	28.355	29.631	30.520			
			27.156	28.242	29.372	30.694	31.614			
			28.109	29.233	30.403	31.771	32.724			
			30.125	31.330	32.583	34.049	35.071			
			Rate After 10 Years	1.506	1.566	1.629	1.702	1.753		
			Rate After 20 Years	2.260	2.350	2.444	2.554	2.631		
36M	Vehicle Service Attendant	009	14.123	14.688	15.275	15.963	16.442			
			14.618	15.203	15.811	16.522	17.018			
			15.130	15.735	16.365	17.101	17.614			
			15.659	16.285	16.937	17.699	18.230			
			16.206	16.854	17.528	18.317	18.867			
			16.774	17.445	18.143	18.959	19.528			
			17.361	18.055	18.778	19.623	20.211			

LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON

- and -

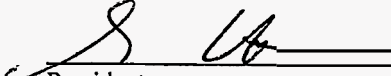
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197

The following groups of Letters of Understanding to the 2007-2010 collective agreement are individual Letters of Understanding but are grouped together for signing purposes only.


Letter #1	Medical Equipment and Supply Administrator Classification (MESA)
Letter #2	Benefit Review Committee
Letter #3	Committees
Letter #4	Backfilling Vacancies
Letter #5	Coordination of Benefits
Letter #6	Bargaining Union Meetings
Letter #7	Acting Superintendents
Letter #8	Deployment of 2007 FTE'S
Letter #9	Supplemental Pension Plan
Letter #10	Bridging of Benefits
Letter #11	Agreement for Consultation
Letter #12	Student Support
Letter #13	Temporary Agreement- Vacation or Lieu Time Requests


SIGNED this _____ day of _____, A.D. 2008

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3197



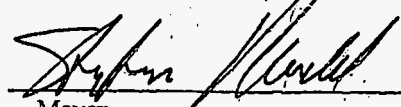
 President



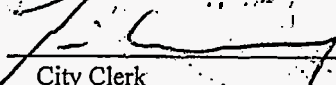
 National Representative


 WITNESSED BY:


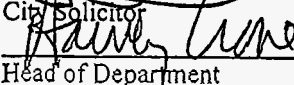
THE CITY OF EDMONTON



 Mayor



 City Clerk

As to Form	 City Solicitor
As to Contents	 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

Letter #1

MEDICAL EQUIPMENT AND SUPPLY ADMINISTRATOR CLASSIFICATION (MESA)

In accordance with Appendix A - Schedule of Wages in the current collective agreement the parties hereby agree to enter into the following arrangement for the MESA classification. This letter of understanding replaces and supersedes any previous letter of understanding which may have been entered into concerning the wage rate of the above noted position. Specifically the arrangement shall be as follows:

1. Effective December 28, 2003, the MESA classification shall be paid in accordance with the incumbents ACP certification. If the incumbent is certified as an EMT-P, the wage scale for EMT-P shall apply and if the incumbent is certified as an EMT-A the scale for EMT-A shall apply.

Letter #2

BENEFIT REVIEW COMMITTEE

The Union and the City agree during the life of this agreement to meet for the purpose of reviewing benefit issues.

Letter #3

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.

Letter #4

BACKFILLING VACANCIES

The City will identify positions in Life Support Services that require backfilling while permanent employees are temporarily absent. Such absences will include, but not be limited to vacation, short-term disability, long-term disability, WCB, leave without pay, absence, banked time off, training and special assignments.

Vacancies will be offered to newer staff based on order of seniority within the Platoon.

TFT Employees are temporary employees assigned to backfill vacancies as required Branch wide. The period of assignment will not be more than twelve (12) months in duration. Where the assignment exceeds twelve (12) months, an extension, in writing, can be requested to the Union for approval of the projected extended period of the assignment.

All Rover and TFT Employees have full benefits and rights under the Collective Agreement

TFT Employees are not included in the permanent staff off per Platoon unless the employee has been assigned as a TFT Employee for longer than twelve months making them eligible for vacation.

Letter #5

COORDINATION OF BENEFITS

5.25. Life Event

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

- Marriage or cohabitation with a common-law spouse for a continuous two-year period
- Birth, adoption or change in custody of a dependent child
- Divorce
- Legal separation or the ending of a common-law relationship
- Death of a spouse or dependent child
- Involuntary loss of a spouse’s or dependent child’s coverage under the spouse’s employer’s plan, or
- Dependent no longer qualified as a dependent under the plan.

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) The City shall pay seventy-five per cent (75%) of the premium and the staff member shall pay twenty-five per cent (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. Employees who are eligible for membership but do not become members of the Supplementary Health Care Plan as of their eligibility date, due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan within thirty days of a Life Event. Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within thirty days of a Life Event. Employee who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another

Dental Plan, including another City Dental Plan, may do so only within thirty days of a Life Event.

- (c) **An** outline of the various benefit Plans is provided in the **Summary** of Benefits.

Letter #6

BARGAINING UNION MEETINGS

On behalf of the authorized parties of CUPE Local 3197 (the Union) and the City of Edmonton (the Employer), it is understood and agreed that:

All bargaining-related meetings, including bargaining preparation will be paid **as** follows until the conclusion of the bargaining process and an agreement has been achieved.

Edmonton EMS will pay the wages and benefits of the Union's designated Bargaining Committee members for the night prior to the day of bargaining (where applicable due to shift schedule), and the day of bargaining. The Union will pay for the night after the day of bargaining (where applicable due to shift schedule) for the wages and benefits of the Union's designated Bargaining Committee members.

Letter #7

ACTING SUPERINTENDENTS

- 1.0 The parties agree Acting Superintendents provide a leadership and coaching role in the performance of these managerial assignments. Acting Superintendent assignments are not normally of long term continuing nature, but are short term and sporadic. The parties agree that the following terms and conditions shall apply:
- 2.0 When an Acting Superintendent is not in an Acting role, they will be assigned to perform their regular duties within the bargaining unit and they shall be considered in scope and the terms and conditions of the collective agreement shall apply. Individual acting assignments will not exceed five (5) consecutive tours twice a year. Any extensions of an assignment beyond five (5) consecutive tours shall be by mutual agreement between the City and the Union. In Circumstance where overtime hours are required to backfill for an Acting Superintendent, these overtime hours shall be posted thirty (30) days in advance.
- 3.0 The Duration and extent of time in Acting Superintendent assignments shall be reviewed on a six month basis.
- 4.0 The employee shall continue to participate, uninterrupted, in the CUPE Local 3197 health, welfare and life plans. Union dues shall continue during the entire Acting assignment.
- 5.0 When a member is assigned **as** an Acting Superintendent, the terms and conditions applicable to management staff shall apply as outlined in the employee's letter of offer.
- 6.0 When a member is designated as an Acting Superintendent he shall be backfilled at overtime rates on a one to one basis, unless there are staff available at straight time (eg: job shares, for the period of time that he acts). **It is** further agreed that staff in the Rover Pool shall not be used to backfill for the acting Superintendent. However should a circumstance arise (eg: a sick call-in by a Superintendent), when backfilling either at straight time or at double time is not available and there are extra rovers they may be utilized to backfill and Acting Superintendent. If a rover is used to backfill **an** Acting Superintended it shall not result in a request for lieu time being denied.

This letter of understanding shall be considered part of the agreement and shall be subject to renewal by mutual agreement following the expiry date.

Letter #8

DEPLOYMENT OF 2007 FTE'S

- 1.0 The parties agree that effective May 13, 2007 four Paramedic Response Units (PRU) units shall be introduced on the following basis:
- 2.0 The hours of work for the four PRU units on days shall be from 0600 hours to 1800 hours. The shift rotation shall be four **(4)** days on followed by four **(4)** days off.
- 3.0 The hours of work for the two ambulance units on nights shall be from 2000 hours to 0800 hours. Shift rotation shall be four **(4)** nights on followed by four **(4)** nights off.
- 4.0 Members working on these units shall be assigned on an eight (8) week cycle.
- 5.0 In the event that there are an insufficient number of requests for the night shift vacancies shall be filled in reverse order of seniority from the rover pool.
- 6.0 The parties agree that the terms and conditions indicated above shall be trailed until partnership change in 2007.

Letter #9

SUPPLEMENTAL PENSION PLAN

Effective no later than January 1, 2010 the City of Edmonton shall introduce a Supplementary Pension Plan that will provide enhanced early retirement benefits for permanent employees.

All employees covered by this collective agreement who participate in **LAPP** shall be required to participate in the Pension Plan.

The following provisions shall be incorporated into the plan:

- 55 - 45 % split on contributions
- 30 year unreduced benefit (3% per year reduction for early retirement)
- best five year consecutive year final average salary
- compulsory 55 years of age with five years of service to retire
- Deficits would be cost shared
- Solvency waived
- City would administer the plan, there would be a pension committee. Representation on the committee would be the same as the Edmonton Firefighters Supplemental pension plan.
- Administration costs would be charged to the plan
- 1.7% less LAPP less 0.3% at age 65 (not full 2% benefit)
- same pensionable earnings as LAPP
- the total cost to the City shall not be greater than 2.0 %

The City of Edmonton commits to regular updates, no less than once every three (3) months

Letter #10

BRIDGING OF BENEFITS

The Union and the City agree to meet and consult no later than forty five days following the ratification on the bridging of Extended Health Care and Dental Care Insurance for retired member from the date of retirement to age 65. In the event the parties reach agreement on this issue the retired member shall be responsible for payment of both the employer and employee share of the premium.

AGREEMENT FOR CONSULTATION

Purpose

Effective at the start of the first pay period in 2010 either the Union or the City can request a review of the basic rates of pay utilizing the process outlined below.

Initial Submission

The Union or City may submit a written request to the other party. Union submissions shall be submitted to the Director of Labour Relations and Compensation and copied to the Chief of Emergency Medical Services. The City shall submit their request to the President of the Union, with a copy to the appropriate Business Agent. Wherever reasonably possible, the request shall include available information relating to:

- Annual turnover rates, including reasons for leaving and identification of new employers.
- Vacancy rate analysis, including numbers and length of time to fill positions.
- Recruitment issues, such as licensing requirements, training requirements, and general supply/demand issues.
- Salary market conditions – identification of relevant external markets and associated wages that, either the City recruits from, or those current City employees are being recruited to.

Submissions that do not contain sufficient detail will be returned to the submitting party, with an outline of the missing information, and will not be considered until the additional detail has been included.

The submission shall include a *summary* section that details the primary rationale for the request and the proposed rates of wages.

Meeting regarding Submission

Upon receipt of the submission, a meeting will be scheduled by the parties within sixty (60) calendar days, or as soon as practicable. The purpose of the meeting shall be to allow the submitting party to further explain the rationale for the request and the evidence supporting it, as well as allow for general discussion regarding the request.

Response to Union Initiated Submissions

Director of Labor Relations and Compensation shall respond to the Union with a written recommendation to the request within forty five (45) calendar days of the meeting date. The recommendation shall include sufficient detail to address the information included in the original submission. In addition, the recommendation shall indicate whether the requested rates of pay are fully supported, partially supported (i.e supported awarding of a wage rate different from that originally requested and / or a wage rate phased in over time) or not supported.

If the Director of Labor Relations and compensation either recommends the submission in whole or in part or does not recommend approving the request, either in part or in full, then the recommendation shall be forwarded to the City Manager for final consideration. The City Manager or Designate shall provide a final decision regarding the recommendation within fourteen (14) calendar days of receiving it or as soon as practicable.

STUDENT SUPPORT

The parties hereby agree that funding for Student Support will be designated at the beginning of each year through mutual agreement.

TEMPORARY AGREEMENT- VACATION OR LIEU TIME REQUESTS

The ~~City~~ and the Union hereby agree that effective from the date of signing this letter up until September 1, 2008, inclusive for the purpose of approving Vacation and Lieu Time requests twenty percent (20%) of the platoon compliment shall mean thirteen (13) members.

Following September 1, 2008 the parties agree for the purpose of approving Vacation and Lieu Time that twenty percent (20%) of the platoon compliment shall mean fourteen (14) and rounded up to the next higher number but the platoon compliment shall not include Temporary Full- Time positions as per the current Letter of Understanding

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2007-2010 - CUPE LOCAL 3197 AGREEMENT.DOC