

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 955**

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**January 1, 2023 – December 31, 2026**



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THIS COLLECTIVE AGREEMENT made on the 29<sup>th</sup> day of **November, 2022**, A.D.

BETWEEN:

THE CITY OF LETHBRIDGE, a Municipal Corporation hereinafter referred to as the "Employer", party of the First Part

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 955, hereinafter referred to as the "Union", party of the Second Part.

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

**A. APPLICATION**

That this Collective Agreement shall apply to all employees covered by this Collective Agreement. (The City of Lethbridge Water Treatment Plant and the I.U.O.E. Local No. 955).

**B. DEFINITION**

In this Collective Agreement:

1. "Manager" means the Plant Manager.
2. "Director" means the Director of Infrastructure"
3. "Employer" means the City of Lethbridge.
4. "Employee" means a person employed by the City of Lethbridge and specified in Appendix "A" - Wages.
5. "Period" means a block of days taken by an employee from either their vacation and/or banked time.
6. A "probationary" employee may be employed either full-time or part-time. Newly hired employees shall be considered on probationary basis for a period of six (6) months **or 1,040 hours relating to a 40-hour workweek** consecutive or accumulative **employment**.

**2.0 TERM OF COLLECTIVE AGREEMENT**

- 2.01 This Collective Agreement shall come into force on January 1, **2023** and shall remain in full force and effect to December 31, **2026** and remain in full force and effect to December 31st of any subsequent year unless either party is given notice in writing to the other party on or before October 1, **2026** or prior to October 1st, of any subsequent year.
- 2.02 Negotiations pertaining to any desired changes must be commenced sixty (60) days prior to contract termination date, by which date both parties shall submit the full details of changes desired.

### 3.0 FAILURE TO MAKE A NEW COLLECTIVE AGREEMENT

The Union and the Employer agree that during any period of negotiations for a new Collective Agreement, this Collective Agreement shall, in accordance with the *Labour Relations Code*, Section 130, remain in full force and effect until such time as either party commences strike or lockout action.

### 4.0 GRIEVANCE PROCEDURE

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

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

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

4.04 Grievances between the Employer and an employee shall be made in the presence of the Shop Steward or representative and shall be processed in the following manner:

(1) Any grievance of an employee shall be submitted in writing indicating the nature of the grievance to the **General Manager** with a copy to the **People & Culture Business Partner** and **General Manager**, within **ten (10)** working days after the occurrence of the act or event from which the grievance arises. The **General Manager** shall then submit a decision in writing, within five (5) working days to the employee, with a copy to the **People & Culture Business Partner**, and the Union. Additional time may be granted if required by both parties.

(2) If the grievance is not settled by Clause **4.04 (1)** above, the employee may, within **ten (10)** working days after receiving the decision, submit the grievance to the Director. The Director shall then submit a decision in writing, within **ten (10)** working days to the employee, with a copy to the, **People & Culture Business Partner** and the Union.

(3) If the grievance is not settled by Clause **4.04 (2)** above, the employee may, within **ten (10)** working days after receiving the decision, submit the grievance to the City Manager. The City Manager shall then submit a decision in writing, within **ten (10)** working days to the employee, with a copy to **People & Culture Business Partner**, Manager, Director and the Union.

(4) If the grievance is not settled by Clause **4.04 (3)** above, the employee may, within ten (10) working days after receiving the decision, submit the grievance to a Board of Arbitration to be established as follows:

(a)

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

- ii. The parties may, with mutual agreement elect to use a Chair only. If the parties cannot agree on a selection, they may request the Minister of Labour to appoint a Chair or revert to Clause **4.04 (4) (a) (i)**.

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement nor shall it hear any grievance depending upon or involving an issue or contention by either party which is contrary to any provision of this Collective Agreement, or involves the determination of an issue not covered by or not arising during the term of this Collective Agreement.

- (b) The Board's decision shall be final and binding on both parties and shall be handed down expediently as possible.
- (c) Grievances shall receive fair and just consideration.
- (d) Each party to the difference shall bear the expenses of its respective nominee to the Grievance Board. The expenses, if any, of the Chair of the Grievance Board shall be borne by the parties to the dispute in equal shares.
- (e) In this Article, it is understood that working days means the working days of the person concerned.

## **5.0 DISCRIMINATION**

The **Employer** shall at no time show discrimination against any of the Employer's employees because of their connection with Trade Union organizations.

## **6.0 PAY DAYS**

- 6.01 Wages earned will be paid every second Thursday, provided if such date be a legal holiday, the payment shall be made on the last working day prior to such legal holiday.
- 6.02 All employees must have pay cheques on direct deposit.

## **7.0 UNION RIGHTS**

- 7.01 The Employer agrees to check-off Union dues under the Rand Formula.
- 7.02 The Union shall, by written notice, notify the Employer of any increase in Union fees and that such increase was made in accordance with the Constitution and By-Laws of the International Union of Operating Engineers.
- 7.03 All employees hired by the employer, covered by this agreement shall make application to become Union members with IUOE Local Union No. 955, within 30 days from the date of hire.

## 8.0 OVERTIME

- 8.01 Two (2) times the regular rate of pay shall be paid for all overtime worked.
- 8.02 A minimum of two (2) hours pay at two (2) times the regular rate shall be paid for any one (1) call-out.
- 8.03 Overtime Banking

The purpose of overtime banking is to replace leisure time given up to work overtime, and will include call-outs on Statutory Holidays. Employees shall have the option to bank all overtime hours at the rate of double time (2X) pay, subject to the following:

- (a) The choice of cash payout or banked time must be made when the employee is requested to work the designated overtime.
  - (b) Banked time off requests must be submitted in writing, and mutually agreed upon between the employee and their supervisor. The request must be submitted a minimum of fourteen (14) days prior to the date of taking the time off.
  - (c) Banked overtime shall be credited in terms of hours and dollars at the rate of pay in effect at the time of earning, and when subsequently taken as time off, the payment for the hours shall be determined by dividing the hours into the dollars banked.
  - (d) Overtime worked in emergency situations where cost recovery is possible, may not be banked.
- 8.04 An employee shall not be required to work more than seven (7) consecutive shifts without receiving, except by mutual agreement, a minimum of two (2) days off, otherwise overtime will be paid.
- 8.05 All employees shall be subject to call-out whenever required.
- 8.06 No calls are to be made by an employee on duty to any employee at home regarding routine operational difficulties or equipment malfunction unless there is an extreme emergency; or specific instructions have been given by the Manager.

## 9.0 STATUTORY HOLIDAYS

- 9.01 The following shall be considered Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Heritage Day
<b>National Day for Truth &amp; Reconciliation</b>	

and all general holidays proclaimed by the City of Lethbridge, the Province of Alberta or the Dominion of Canada. No deduction in the wages or salaries of any employee shall be made on account of the above mentioned holidays occurring during regular work periods provided the employee has worked the working day immediately preceding or following the holiday, unless that working day is covered under the conditions of the Group Sickness and Accident clauses of this Collective Agreement.

9.02 Employees on a twelve (12) hour shift rotation

Employees scheduled to work twelve (12) hour shifts may bank a maximum of six (6) hours of double (2x) time.

- (a) If a Statutory Holiday falls on an employee's regular day off and the employee is not called out to work that day, the employee shall be entitled to **the average daily wage as defined in Alberta Employment Standards, but not less than nine (9) hours per day**, or be given banked time off with pay in lieu of the extra pay.
- (b) If a Statutory Holiday falls on an employee's regular day off and the employee is called out to work on that day, the employee shall be paid two (2) times their regular rate for each hour worked, and in addition will receive **the average daily wage as defined in Alberta Employment Standards, but not less than nine (9) hours per day** or be given banked time off in lieu of the extra pay.

9.03 Employees on a nine (9) hour rotation

- (a) If a Statutory Holiday falls on an employee's regular day off, the employee shall be entitled to **the average daily wage as defined in Alberta Employment Standards, but not less than nine (9) hours per day**, or be given a day off with pay in lieu of the extra pay. The day off is to be taken either the day prior to or the day after the Statutory Holiday, as declared by the Employer.
- (b) If a Statutory Holiday falls on an employee's regular day off and the employee is called out to work on that day, the employee shall be paid two (2) times their regular rate for each hour worked, and in addition will receive **the average daily wage as defined in Alberta Employment Standards, but not less than nine (9) hours per day** for the holiday.
- (c) Where the Statutory Holiday falls on an employee's eight (8) hour Friday, the employee works an eight (8) hour shift on their last shift prior to the holiday, and receives **the average daily wage as defined in Alberta Employment Standards, but not less than nine (9) hours per day** pay for the holiday.

9.04

- (a) Statutory Holiday premium pay, for hours worked, shall be paid for the twenty-four (24) hour period of the holiday, whether actual or declared.
- (b) Statutory Holiday premium pay for employees on twelve (12) hour shifts shall be paid on the actual holiday rather than the day declared by the Employer as the day in lieu of the Statutory Holiday.

- (c) Statutory Holiday premium pay for employees on nine (9) hour shifts shall be paid on the day declared by the Employer as the day in lieu of the Statutory Holiday.

9.05 Employees, scheduled to work on a Statutory or specially proclaimed holiday by reason of the regular posted shift schedule who are absent due to sickness or non-occupational accidents, shall be paid the applicable sick pay as provided in the Collective Agreement plus **the average daily wage as defined in Alberta Employment Standards for, but not less than nine (9) hours per day** the holiday, none of which are bankable hours.

## 10.0 BANKABLE HOURS

10.01 Employees working a nine (9) hour shift are eligible to bank hours in the following situations:

- a) Call Outs: Employees are able to bank all hours worked. Employees are paid a minimum of two (2) hours at a rate of double time (2X) pay for each call out.
- b) Call Out on Statutory Holiday: Employees are able to bank all hours worked at the rate of double time (2X) pay. Employees are also paid nine (9) hours of Statutory Holiday which is not eligible to be banked.
- c) Overtime: Employees are able to bank all overtime hours worked. Hours are banked at the rate of double time (2X) pay.

10.02 Employees working a twelve (12) hour shift are eligible to bank hours in the following situations:

- (a) Working a Statutory Holiday: Employees are able to bank six (6) hours at a rate of double time (2X) pay. Employees are also paid nine (9) hours of Statutory Holiday pay which is not eligible to be banked.
- (b) Statutory Day Off: Employees are able to bank their nine (9) hours of straight Statutory Holiday pay.
- (c) Statutory Holiday Relief: Employees may bank up to six (6) hours at a rate of double time (2X) pay.
- (d) Weekend Day Shift Relief: Employees are able to bank up to twelve (12) hours at a rate of double time (2X) pay for their first shift only.
- (e) Night Shift Relief: Employees are able to bank up to twelve (12) hours at a rate of double time (2X) pay for their first shift only.
- (f) Weekday Day Shift Relief: Employees are able to bank three (3) hours at the rate of double time (2X) pay for their first shift only.

10.03 A maximum of eighty (80) hours may be banked each year and re-banking will not be permitted. Banked time pay-outs shall be calculated as of December 31<sup>st</sup>. Payments will be made on the next regular pay date that coincides with the payroll cutoff period that includes the December 31 pay-out calculation.

## 11.0 ANNUAL VACATIONS

11.01 All permanent employees hired effective September 1, 2011 or thereafter, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An employee entering the service after the fifteenth (15<sup>th</sup>) of any month, will be considered for vacation entitlement purposes to have entered the following month.

In the first (1<sup>st</sup>) calendar year of an employee's service the Employee shall receive up to one-hundred twenty (120) hours of vacation as determined by the month they started their employment.

### MONTH ENTERING SERVICE

January	120 hours
February	120 hours
March	120 hours
April	104 hours
May	80 hours
June	72 hours
July	64 hours
August	48 hours
September	40 hours
October	32 hours
November	16 hours
December	8 hours

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

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

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

In the twenty-sixth (26<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive two-hundred forty (240) hours of vacation.

Upon termination of employment, an employee will be paid out a pro-rated amount of vacation based on the number of calendar months worked prior to termination less any vacation time already taken in that year. Employees who have taken vacation leave in excess of the amount that would be paid out upon termination will have any excess reversed and the applicable amount will be deducted from any monies owing to the employee by the corporation. If, after deductions are made from any monies owed to the employee, there is a balance remaining, the employee will be required to pay back any remaining balance.

11.02 All permanent employees, hired before September 1, 2011, while remaining in the continuous regular employment of the Employer shall be entitled to annual vacation leave with pay at the regular hourly rate. An employee entering the service after the fifteenth (15<sup>th</sup>) of any month, will be considered for vacation entitlement purposes to have entered the following month.

## MONTH ENTERING SERVICE

January	80 hours
February	80 hours
March	80 hours
April	72 hours
May	64 hours
June	56 hours
July	48 hours
August	40 hours
September	32 hours
October	24 hours
November	16 hours
December	8 hours

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

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

In the third (3<sup>rd</sup>) calendar year and each subsequent calendar year, the employee shall receive one-hundred twenty (120) hours vacation.

in the eighth (8<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive one-hundred sixty (160) hours vacation.

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

In the twenty-sixth (26<sup>th</sup>) calendar year and each subsequent calendar year, the employee shall receive two-hundred forty (240) hours vacation.

- 11.03 It is agreed that any employee shall not be called back to work while on annual vacation except in case of extreme emergency.
- 11.04 Pay will carry on at regular rates during vacation period.
- 11.05 Statutory or declared holidays are not included in the vacation period
- 11.06 Vacations will be allotted annually on a "first come, first served" basis with a minimum of 14 days prior notice, insofar as plant operations permit. No more than five (5) periods of annual vacation and/or banked time off will be allowed. The dates are to be mutually agreed upon between the employee and the Employer. Where employees submit vacation requests simultaneously, the Manager will adjudicate. If an employee is dissatisfied with the adjudication of the Manager, the matter may be appealed to the Director.
- 11.07 If an employee is sick while on their earned vacation, the days sick shall not be considered a vacation but shall be considered as sick time if the employee produces a medical certificate.

- 11.08 Employees may use accrued vacation and/or bank days for personal appointments of one (1) day, providing the employee has put their request in writing a minimum of ten (10) days prior to their required time off.
- 11.09 Casual or seasonal employees will be paid their holiday pay on a bi-weekly basis.
- 11.10 **Permanent employees shall be entitled to bank up to a maximum of 40 hours of annual vacation with Manager approval. As of December 31st of each calendar year, any vacation hours over the allotted carry over amount will be paid out.**

## 12.0 WORKING HOURS AND SHIFT DIFFERENTIAL

### 12.01 Working Hours

- (a) Except as agreed between the Manager and the Union, the normal working hours for employees working twelve (12) hour shifts are; 0700 hours-1900 hours and 1900 hours to 0700 hours for night shift. These working hours include two (2) twenty (20) minute paid breaks during the shift with no lunch break.
- (b) Except as agreed between the Manager and the Union, employees working nine (9) hour shifts will work a compressed work week, consisting of nine (9) hour shifts from 0700 hours-1600 hours, Monday to Thursday, alternate Fridays off and an eight (8) hour shift from 0700 hours- 1500 hours on the working Friday. These working hours include two (2) twenty (20) minute paid breaks during the shift with no lunch break.
- (c) Employees, who by reason of the posted shift schedule, accumulate more or less than the normal amount of straight time hours will have them adjusted as needed.

### 12.02 Relief for Twelve (12) Hour Shifts

- a) When called in to relieve a twelve (12) hour shift, the following rules shall apply:
- i. Night shift (Monday-Friday) – An employee on days off will cover the shift and will be paid at the overtime rate. These hours are bankable. This employee must be on standby between 1700 hours and 1900 hours. A flat rate of \$10.00 will be paid to recognize the two (2) hours of standby.
  - ii. Day shift (Monday-Friday) – An employee will cover the shift and will be paid nine (9) hours at the straight time rate and three (3) hours at the overtime rate, the latter of which are bankable.
  - iii. Weekend shift (Saturday & Sunday) – An employee on days off will cover the shift and will be paid twelve (12) hours at the overtime rate. These hours are bankable.
  - iv. Subsequent shifts will be paid at the regular rate and the employee will continue to relieve on the new schedule until further notice.
  - v. An employee who is relieving a twelve (12) hour shift for an employee on annual vacation shall cover the standby shifts that are within the vacation period being relieved.

### 12.03 Shift Schedules

Shift schedules shall be posted one (1) full week in advance of the date the schedule is to go into effect, and a duplicate copy shall be kept posted on the bulletin board.

12.04 Employees reporting for work at their normal time and who are sent home to report back at a later time shall be paid two (2) hours pay at the regular rate for the day.

### 12.05 Shift Differentials

- a) Employees on night shift shall receive a shift differential of one dollar and **fifty cents (\$1.50)** per hour.
- b) Shift differential shall be paid only for the employee's shifts actually worked.
- c) The shift differential is to be paid for all night shift work performed inclusive of Statutory Holidays.
- d) A shift differential shall not be paid for any hours of work which are paid on an overtime basis.

## 13.0 DISABILITY

13.01 Permanent employees are entitled to the benefits provided through the Disability Partnership Plan.

### 13.02 Occupational Disability

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

- i. One-hundred percent (100%) of the employee's wages for any one (1) absence up to but not exceeding twenty-six (26) weeks.
  - ii. Compensation is payable by the *Workers' Compensation Act of Alberta* for the period of the absence.
  - iii. The employee has produced a medical certificate signed by a fully qualified medical practitioner or a fully qualified chiropractor stating that the employee was unable to work.
  - iv. Compensation monies received are paid over to the Employer.
  - v. The employee notified the Manager or the person on duty of their inability to work.
- 13.03 Where the Employer, for stated reasons, questions the justification of an employee's cause of absence, the employee, after written notification shall be required to submit a medical certificate for all absences in excess of one (1) working day. This requirement shall extend for a period of six (6) calendar months following the written notification.

- 13.04 A doctor's medical certificate shall be produced when the working day prior to or following any requested leave period is taken as a causal sick day.
- 13.05 The Employer and the Union agree to cooperate in controlling abuse of sick leave.
- 13.06 It is the employee's responsibility to advise the Manager prior to the employee's regular starting time of an inability to report for work, for each and every shift they miss. This is done by contacting the Shift Operator on duty who will record this fact on appropriate report and forward to the Manager's office. It is also the employee's responsibility to notify the Manager as to when the employee intends to return to work.
- 13.07 An Employer requested medical assessment of the employee becomes the property of the City of Lethbridge.
- 13.08 Continuation of Benefits While Ill or Disabled
- A permanent employee who is absent from work because of illness or disability shall continue to enjoy Core Health Care and Core Dental Coverage for as long as the member qualifies for disability benefits through the Disability Partnership.
- 13.09 The Employer reserves the right at any time to require an employee to submit to a medical examination, provided it is at the expense of the Employer. The medical examination is for the purpose of determining if the employee is fit to continue employment.
- 13.10 The Employer and the Union recognize their responsibilities in the facilitation of Accommodation.

#### **14.0 PROMOTION, SENIORITY AND RE-ENGAGEMENTS**

- 14.01 **When a permanent vacancy occurs, the vacancy shall be posted. Selections shall be made from the staff of the bargaining unit, provided that the applicants are performing satisfactorily in their current role and have the necessary qualifications and ability. Where qualifications and ability are equal, seniority shall govern.**
- 14.02 If the position is not filled under Clause **14.01** above, applicants having the necessary qualifications and ability from other departments of the Employer will be considered.
- 14.03 When an employee leaves the Employer's service or is dismissed for cause and is after re-engaged, the employee's seniority shall date only from the time of re-engagement.

#### **15.0 CHANGE OF WORK (Temporary Assignment)**

- 15.01 When an employee is placed in a senior position for a period exceeding one (1) hour, the employee shall receive the rate of pay applicable to that of the position for the remainder of the shift. If an employee temporarily renders service in a position paying a lower rate of pay, the employee's wages shall not be reduced.
- 15.02 When a higher position becomes open due to annual vacation or sickness, and if it is to be filled, it shall be filled from within the present staff.

- 15.03 If an employee works in a higher classification before or after a Statutory Holiday, the employee will be paid the higher rate for the Statutory Holiday.

## **16.0 REDUCTION OF STAFF**

In the event of reduction of staff, seniority shall govern provided the senior person has the necessary qualifications.

## **17.0 EMPLOYEE STATUS**

- 17.01 "Employee" mean a person employed by the City of Lethbridge and covered by this Collective Agreement.
- 17.02 A permanent employee is an employee who has successfully bid into an established full-time permanent position and completed their probationary period as per "B" – Definition – "6".
- 17.03 A non-permanent employee is one who is hired to perform seasonal work or work of a temporary nature. This employee is subject to layoff on completion of the seasonal or temporary employment.
- 17.04 The City of Lethbridge recognizes the importance of requests for student exposure to the work place through Co-Operative Education programs and will accommodate such requests when possible. Students will not be permitted to replace any employee and will be required to work on a one-to-one basis for a defined period of time to be negotiated prior to commencement of the Co-Operative assignment.

## **18.0 LEAVE OF ABSENCE**

- 18.01 Leave of absence without pay will be granted only insofar as the operation of the department will permit, and the period of absence not to exceed three (3) months. Under special circumstances where the employee requires additional time for study purposes, or to pursue career development, the Manager may grant additional Leave of Absence. Each case is to be judged on its own merits.
- 18.02 The employee must give thirty (30) days' notice in writing to the Manager.
- 18.03 Such leave will only be granted provided that it is authorized by the Manager.
- 18.04 On the return from such leave, an employee will be entitled to the employee's former position.
- 18.05 Should an employee's application be refused, the employee shall have the right to an appeal to the Director, and such decision shall be final.
- 18.06 Employees taking other employment while on leave of absence without pay, unless authorized by the Director to do so, shall be considered to have terminated their services with the Employer.
- 18.07 Sufficient and reasonable notice must be given for an extension of leave of absence without pay, which also must be authorized by the Manager. If such authorization is not received and the employee has not returned to work at the expiration of the authorized leave, the employee shall be considered to have terminated service with the Employer. The application for extension of leave must be in writing, but where this is not possible, it can be requested verbally but must be

confirmed in writing within five (5) days or if mailed, postmarked within five (5) days of verbal request.

- 18.08 When it is necessary for the Union to make application for a leave of absence without pay on Union business, it is required that such application be in the hands of the Manager not less than two (2) weeks prior to such leave of absence being required. It is required that such application contains the name of the Union member for which leave is required along with an alternative name not in the same classification for each member listed. The Manager will notify the Union within one (1) week of receipt of request as above.
- 18.09 An employee, who has been granted a leave of absence without pay of any kind, for any period, is responsible for benefit premiums and pension contributions during the period of leave. The employee may choose to continue or drop benefits or pension during the period of leave unless prohibited by benefit contracts or law.
- 18.10 When an employee overstays a leave of absence without pay without permission from the Manager, the employee shall be deemed to have forfeited the employee's position with the Employer unless, in the opinion of the Manager, such overstay was justifiable.

## 19.0 MANAGEMENT'S RIGHTS

The Union recognizes the right of the Employer to hire, promote, transfer, discharge, suspend or otherwise discipline any employee for just cause, subject to the right of grievance procedure as provided in Article 4:00 of this Collective Agreement. The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities.

## 20.0 BEREAVEMENT LEAVE

All employees covered by this Collective Agreement shall be entitled to bereavement leave up to maximum of five (5) days with pay at the rate being paid on the working day prior to going on leave on the death of an immediate relative as follows: **children, spouse/common law partner, parents/guardians (including in-laws), siblings (including in-laws), grandparents**, legal guardians and grandchildren. It shall be the obligation of the employee to give notification of the necessity to use any bereavement leave to the satisfaction of the Manager before the employee shall be entitled to bereavement leave as specified above.

## 21.0 NEW CLASSIFICATIONS

- 21.01 Should new classifications of employees be introduced within the bargaining unit during the life time of this Collective Agreement, the Employer shall set the rate for the classifications. In the event the Union disagrees with the rate set, the issue will be negotiated and failing settlement shall be subject to the Grievance Procedure as provided for in Article 4:00. The new rate established is to be effective as of the date of filing of the appeal.
- 21.02 The entry level classification will move through Operator I, Operator II, Operator III and Operator IV classifications upon certification by the Alberta Government.

## **22.0 LABOUR MANAGEMENT RELATIONS**

- 22.01 When an employee attends a meeting between the Employer and Union, dealing with Union business, the employee shall suffer no loss in pay.
- 22.02 A maximum of three (3) Employer's employees shall receive pay during Union negotiations, if such meetings are held during working hours.

## **23.0 RECOGNITION**

The Employer acknowledges the Union as being the sole bargaining agent of the individuals covered under this agreement.

## **24.0 STRIKES AND LOCKOUTS**

It is mutually agreed that while negotiations for a further Collective Agreement are in progress, there shall be no strikes, stoppages, or slow-downs in work on the part of the employees coming under this Collective Agreement, nor any lockouts of employees on the part of the Employer against said employees, in accordance with Section 130 of the *Labour Relations Code*.

## **25.0 CLOTHING**

- 25.01 When conditions warrant, coveralls, overalls, or work pants, rubber boots and leather gloves, all sized to fit, shall be supplied to employees. Any of the above issued items shall remain the property of the employee during employment at the Water Treatment Plant, and the employee shall be responsible for cleaning and mending of the issued items.

When conditions warrant, waterproof apparel shall be issued from a common supply to employees and these issued items shall be returned after each use.

- 25.02 The Employer undertakes to furnish, repair, clean and maintain in serviceable condition free of charge to the employees articles of safety equipment which do not form part of an employee's normal working apparel, such as goggles, face masks, respirators, hard hats, oil and chemical resistant gloves, electrical leather and rubber gloves, ear plugs, etc., an adequate supply to be in stock at all times.

The articles referred to above shall be furnished to all new employees on commencement of employment on a loan basis and the employee is expected to keep these articles in a good and serviceable condition (fair wear and tear expected).

## **26.0 TOOLS**

A tradesperson will supply, and the Manager will certify, a list of tools presently required in the performance of the employee's duties.

Damaged or worn tools beyond serviceable use will be turned over to the Employer, in exchange for a replacement of equal quality.

The Employer agrees to contact all their suppliers and instruct them to issue discounts to City employees.

## **27.0 DAYLIGHT SAVINGS TIME**

No loss or gain in hours worked shall be recorded because of the annual time changes to or from Daylight Savings Time.

## **28.0 PROTECTION OF PROPERTY**

The employees will at all times perform their services diligently and in a good quality manner having due regard to the careful and efficient use of property and equipment belonging to the Employer as well as the safety of the property and person of the general public.

## **29.0 TRAINING**

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

## **30.0 DISMISSALS AND DISCIPLINARY ACTION**

When any disciplinary penalty has been given to any employee covered by this Collective Agreement, the employee concerned is not required to answer to the charges without a Union representative present, if the said employee so desires.

When any disciplinary action has been given to any employee covered by this Collective Agreement and is put on the employee's personal file, the Business Agent/Representative of the Union shall be sent a copy of said action.

## **31.0 SAFETY**

The Union and Management agrees that safety will be a prime consideration at all times. Conformance with City regulations and also the regulations by the Workers' Compensation Board and *Occupational Health and Safety Act* shall be a condition of employment.

An employee shall promptly report, verbally and in writing, any unsafe working practices or equipment to the Manager. Where there is a hazardous situation or unsafe equipment, the Manager shall take appropriate action to correct the situation. In case of doubt, the matter shall be referred to the Director. The Director may request any such complaint in writing, and will acknowledge the written concern.

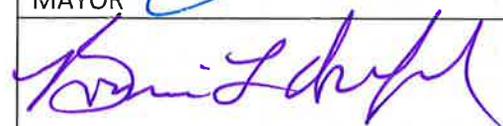
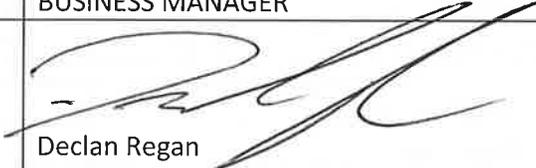
## **32.0 COURT DUTY**

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

32.02 When an employee is subpoenaed for jury duty or as a witness, it is the employee's responsibility to notify the Employer immediately to minimize the impact of operations. The employee shall be entitled to receive the employee's normal day's pay or such fees as are awarded, whichever is the larger amount. Should the employee elect to receive the normal working day's pay, the attendance fees must be paid over to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.

32.03 No employee shall be entitled to receive such pay, where the employee is the person charged in any court.

Signed this 29 day of November, 2022.

SIGNED ON BEHALF OF THE CITY OF LETHBRIDGE (EMPLOYER)	SIGNED ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955 (UNION)
 Blaine Hyggen MAYOR	 Chris Flett BUSINESS MANAGER
 Bonnie Hilford CITY CLERK	 Declan Regan PRESIDENT

SIGNED ON BEHALF OF THE CITY OF LETHBRIDGE (EMPLOYER)	SIGNED ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955 (UNION)
 Garrett Anderson	 Damien Stanley
 Caroline Colburn-Swartz	Sam McLean 
 Paul Rocca	 Robert Keith
 Robin Kubik	Mark Kropf 
 Doug Kaupp	

**APPENDIX "A"**  
**Wages and Classifications**

Job Code	Classification	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
		<b>3.00%</b>	<b>2.00%</b>	<b>2.25%</b>	<b>2.75%</b>
602A	Plant Operator				
	Entry Level	\$31.70	\$32.33	\$33.06	\$33.97
	Operator I	\$34.44	\$35.13	\$35.92	\$36.91
	Operator II	\$38.22	\$38.98	\$39.86	\$40.96
	Operator III	\$41.08	\$41.90	\$42.84	\$44.02
	Operator IV	\$43.54	\$44.41	\$45.41	\$46.66
601E	Tradesperson	\$40.08	\$40.88	\$41.80	\$42.95
601D	Trade/Operator				
	Trade/Operator I	\$41.88	\$42.72	\$43.68	\$44.88
	Trade/Operator II	\$44.40	\$45.29	\$46.31	\$47.58
	Trade/Operator III	\$47.09	\$48.03	\$49.11	\$50.46
	Trade/Operator IV	\$48.82	\$49.80	\$50.92	\$52.32
	Operator/Trade Apprentice				
601C	Operator III/Apprentice				
	1st year	\$42.12	\$42.96	\$43.93	\$45.14
	2nd year	\$43.16	\$44.02	\$45.01	\$46.25
	3rd year	\$44.20	\$45.08	\$46.09	\$47.36
	4th year	\$45.25	\$46.16	\$47.20	\$48.50
602C	Operator IV/Apprentice				
	1st year	\$44.58	\$45.47	\$46.49	\$47.77
	2nd year	\$45.61	\$46.52	\$47.57	\$48.88
	3rd year	\$46.67	\$47.60	\$48.67	\$50.01
	4th year	\$47.70	\$48.65	\$49.74	\$51.11
602B	WTP Coordinator	\$57.89	\$59.05	\$60.38	\$62.04
601G	Casual Labourer	\$20.50	\$20.50	\$20.50	\$20.50
605D	Electric & Instrument Tech	\$53.22	\$54.28	\$55.50	\$57.03
605A	E & I Apprentice				
	1st year	\$41.88	\$42.72	\$43.68	\$44.88
	2nd year	\$44.58	\$45.47	\$46.49	\$47.77
	3rd year	\$47.24	\$48.18	\$49.26	\$50.61
	4th year	\$49.93	\$50.93	\$52.08	\$53.51

Any permanent employee who has a 5<sup>th</sup> Class Power Engineering certification will receive a \$.50/hour increment.

A tradesperson means a person who possesses a provincial journeyman certificate and is employed in a position directly related to that trade.

**APPENDIX "B"**  
**EMPLOYEE BENEFITS**

1. Effective February 1, 2001, a flexible benefit plan will be implemented for all eligible permanent employees, and the following provisions will replace all previous provisions of Appendix "B".
2. All permanent employees will be covered under a flexible benefit plan. The benefits provided to employees under the plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer terminate any benefit plan contract, the parties will meet to negotiate the provisions of this Appendix.
3. The monthly premium costs for core benefits will be as follows:
  - (a) Premiums for Core extended Health Care and Core Dental Care will be one-hundred percent (100%) paid by the Employer.
  - (b) Premiums for Basic Life Insurance and Alberta Health Care will be one-hundred percent (100%) paid by employees.
  - (c) As Alberta Health Care premiums ceased January 1, 2009, the Employer will maintain the 2008 level of flex credits, in addition to any newly negotiated increases.
4. The Employer will contribute flexible credits to eligible permanent employees calculated at one-hundred percent (100%) of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all eligible employees.
5. Eligible employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan. Premium costs for opt-up coverage will be one-hundred percent (100%) paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at seventy-five percent (75%) of the Employer cost reduction.
6. Eligible employees may choose to apply for optional life insurance benefits and optional AD & D coverage. The premiums for these voluntary benefits will be one-hundred percent (100%) paid by employees participating in these plans.
7. Costs for the administration of the flexible benefit plan will be paid fifty percent (50%) by the Employer and fifty percent (50%) by employees. Employee contributions will be deducted from flexible credits on an annual basis.
8. The benefit plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.
9. All permanent employees must participate in the Local Authorities Pension Plan and make pension contributions as required by the *Local Authorities Pension Plan Act*.

**LETTER OF AGREEMENT #1  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955**

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**VOLUNTARY SEPARATION INCENTIVE OPTION (VSIO)**

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

**Program Application**

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

**Eligibility Criteria**

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

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

**Terms of the VSIO Program**

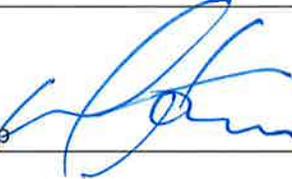
- (1) A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) weeks' pay plus a lump sum payment of two thousand five-hundred dollars (\$2,500.00).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

**Application Process**

- (1) Each applicant will be notified concerning the acceptance or non-acceptance of their application.

- (2) Once the application has been accepted the applicant then must follow through with their resignation on the effective date.
- (3) Separation payments will be made in accordance with the wishes of the applicant and the legal requirements on the City.

Signed this 29 day of November 2022.

SIGNED ON BEHALF OF THE THE CITY OF LETHBRIDGE (EMPLOYER)	SIGNED ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 955 (UNION)
 Garrett Anderson	 Damien Stanley
 Caroline Colburn-Swartz	 Sam McLean
 Paul Rocca	 Robert Keith
 Robin Kubik	 Mark Kropf
 Doug Kaupp	

**LETTER OF AGREEMENT #2  
BETWEEN  
THE CITY OF LETHBRIDGE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION NO. 955**

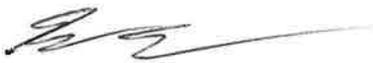
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**RE-EMPLOYMENT OF CERTIFIED OPERATOR RETIREES**

Notwithstanding the provisions set out in this agreement, the parties agree that the following terms and conditions of employment shall apply to IUOE members with Operator Certification who have retired from the City of Lethbridge and who are re-hired as retirees. Determination of the need to rehire would be subject to operational requirements and management discretion. Final approval for any rehires will rest with the City Manager. Any term or condition not specified below will be provided at Management's discretion. The intent of the LOA is to supply a temporary stop gap measure to ensure trained and certified Plant Operators and in no way shall the terms and conditions of this collective agreement be undermined. No other provision of this collective agreement shall apply.

- The regular posting process will not be applicable
- The term of employment will be specified and will not exceed 12 months on completion of which the employment terminates. Further extensions may be considered with the total term not to exceed 24 months.
- The term may be ended prior to the specified term by either party with 4 weeks' notice.
- The regular hours of work will be specified
- The expected duties for the term position will be discussed in advance of the start date of the term
- The rate of pay for the term will be at the same classified rate that the retired employee retired from (including any negotiated increases)
- An amount equal to 3% of pay will be paid in lieu of benefits
- Retirees would be covered under WCB
- Union dues would still be paid by this member
- Vacation pay of 8% will be paid on each pay cheque.
- The retiree is ineligible for sick leave
- When required overtime will be paid out at 2 times regular pay
- The retiree will not retain previous seniority nor will seniority be accrued
- The grievance procedure is limited to the terms and conditions stated above

Signed this 29 day of November 2022.

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