

2018 – 2021

COLLECTIVE AGREEMENT

between



CIVIC SERVICE UNION 52

- and -



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
LOCAL 1-207**

DECEMBER 23, 2018 TO DECEMBER 18, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1. DEFINITIONS	1
1.01 Anniversary Date	1
1.02 Average Daily Hours of Work	1
1.03 Calendar Year	1
1.04 Class	1
1.05 Disability	1
1.06 Emergent	1
1.07 Employee	1
1.08 Employer	1
1.09 Imminent Danger	2
1.10 Increment	2
1.11 Interpretations	2
1.12 Monthly Salary	2
1.13 Off Days	2
1.14 Part-Time Employee	2
1.15 Permanent Employee	2
1.16 Position	2
1.17 Probationary Employee	3
1.18 Promotion	3
1.19 Regular Hours of Work	3
1.20 Regular Rate of Pay	3
1.21 Seniority	3
1.22 Spouse	3
1.23 Staff Representative	3
1.24 Step	3
1.25 Temporary Employee	4
1.26 Union	4
1.27 Union Steward	4
1.28 Vacation Credits	4
1.29 Vacation Year	4
1.30 Permanent Part Time Employee	4
ARTICLE 2. SCOPE	5
ARTICLE 3. MANAGERIAL RIGHTS	5
ARTICLE 4. UNION SECURITY	5
ARTICLE 5. UNION MEMBERSHIP AND DUES CHECKOFF	5
ARTICLE 6. NO DISCRIMINATION OR HARASSMENT	6
ARTICLE 7. TIME OFF FOR UNION BUSINESS	6

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 8.	HOURS OF WORK	8
ARTICLE 9.	OVERTIME WORK	9
ARTICLE 10.	PAY FOR WORK ON OFF DAYS.....	11
ARTICLE 11.	BANKED OVERTIME	11
ARTICLE 12.	TEMPORARY CHANGE OF DUTIES/ACTING PAY	12
ARTICLE 13.	SALARIES AND INCREMENTS.....	12
ARTICLE 14.	STATUTORY HOLIDAYS.....	15
ARTICLE 15.	ANNUAL VACATION LEAVE.....	16
ARTICLE 16.	BEREAVEMENT LEAVE.....	18
ARTICLE 17.	COMPENSATION FOR WITNESS AND JURY DUTY	19
ARTICLE 18.	LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS	19
ARTICLE 19.	CITIZENSHIP COURT	19
ARTICLE 20.	MATERNITY/PARENTAL LEAVE	20
ARTICLE 21.	LEAVES OF ABSENCE	21
ARTICLE 22.	SUPPLEMENTATION OF COMPENSATION AWARD	22
ARTICLE 23.	PROBATIONARY PERIOD	23
ARTICLE 24.	SENIORITY	23
ARTICLE 25.	POSTING AND FILLING VACANCIES	24
ARTICLE 26.	POSITION REVIEW	26
ARTICLE 27.	PROMOTIONS AND APPOINTMENTS.....	26
ARTICLE 28.	DEVELOPMENTAL LEVEL LABOUR RELATIONS OFFICER.....	27
ARTICLE 29.	LAYOFFS AND REHIRES.....	28
ARTICLE 30.	TECHNOLOGICAL CHANGE	29
ARTICLE 31.	JOB SECURITY	29
ARTICLE 32.	DISCIPLINE.....	30
ARTICLE 33.	DISPUTE RESOLUTION PROCESS	31
ARTICLE 34.	JOB CLASSIFICATIONS	34
ARTICLE 35.	EXPENSES INCURRED WHILE ON EMPLOYER BUSINESS.....	34
ARTICLE 36.	REPORTING FOR DUTY	35
ARTICLE 37.	REVIEW OF EMPLOYEE STATUS.....	35
ARTICLE 38.	SHORT AND COMPRESSED WORK WEEK STUDIES.....	36
ARTICLE 39.	UNION MANAGEMENT AND OH&S MEETINGS	36
ARTICLE 40.	HEALTH AND SAFETY	36
ARTICLE 41.	PENSIONS	36
ARTICLE 42.	HEALTH AND WELFARE BENEFITS.....	37
ARTICLE 43.	CONTRACTS.....	39
ARTICLE 45.	IMPLEMENTATION OF NEGOTIATED INCREASE.....	39
ARTICLE 46.	AMENDMENT AND TERMINATION	39
ARTICLE 47.	UNION EDUCATION	40

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
APPENDIX I - SCHEDULE OF WAGES	41
ADDENDUM.....	43

ARTICLE 1. DEFINITIONS

1.01 *Anniversary Date*

The words "anniversary date" when used in this Agreement in respect to vacation entitlement shall mean the annual anniversary of the date of an employee's appointment with the Employer.

1.02 *Average Daily Hours of Work*

The words "average daily hours of work" when used in this Agreement shall mean the average scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period, divided by ten (10).

1.03 *Calendar Year*

The words "calendar year" when used in the Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

1.04 *Class*

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

1.05 *Disability*

The word "disability" when used in this Agreement shall mean, unless otherwise specified, the inability of a member to perform all of the regular duties of their occupation by reason of a non-compensable illness or injury.

*** 1.06 *Emergent***

The word "emergent" when used in this Agreement shall mean a situation where life, health, property or environment faces an immediate threat.

1.07 *Employee*

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

1.08 *Employer*

The word "employer" when used in this Agreement shall mean the Civic Service Union 52 (hereinafter referred to as "CSU 52").

1.09 ***Imminent Danger***

The phrase "imminent danger" when used in this Agreement shall mean a danger under which a person engaged in that occupation would not normally carry out their work.

1.10 ***Increment***

The word "increment" when used in this Agreement shall mean the difference between one step of an employee's assigned pay range and the immediately next greater step of the same pay range.

1.11 ***Interpretations***

In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular. Gender will be referenced by the descriptor "S/he".

1.12 ***Monthly Salary***

The words "monthly salary" when used in this Agreement shall mean:

bi-weekly pay at the regular rate of pay times 26.1 divided by 12 = Monthly Salary.

1.13 ***Off Days***

The words "off days" when used in this Agreement 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.

1.14 ***Part-Time Employee***

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions.

1.15 ***Permanent Employee***

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period.

1.16 ***Position***

The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

1.17 ***Probationary Employee***

The words "probationary employee" when used in the Agreement shall mean any employee who is filling a permanent position and is serving the required probationary period.

1.18 ***Promotion***

The words "promotion" when used in this Agreement shall normally mean the advancement of an employee to a position with a higher regular rate of pay than their present position.

1.19 ***Regular Hours of Work***

The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

1.20 ***Regular Rate of Pay***

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position within the pay range specified for the class of such position or such higher special rate which may be authorized.

1.21 ***Seniority***

The word "seniority" when used in this Agreement shall mean the period of time attributed to an employee in recognition of the employee's length of unbroken employment in any position coming within the scope of this Agreement.

1.22 ***Spouse***

The word "spouse" when used in this Agreement shall include a common-law spouse. Individuals shall be deemed to be common-law spouses when they have cohabited for a period exceeding twelve (12) months.

1.23 ***Staff Representative***

The words "Staff Representative" when used in the Agreement shall mean an employee of the United Steelworkers of America.

1.24 ***Step***

The word "step" when used in this Agreement shall mean an established pay level (rate of pay) within the pay range assigned a position or classification.

1.25 ***Temporary Employee***

The words "temporary employee" when used in this Agreement shall mean an employee who is filling a position on a temporary basis for a predetermined period of time.

1.26 ***Union***

The word "union" when used in the Agreement shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local 1-207

1.27 ***Union Steward***

The words "union steward" when used in the Agreement shall mean an employee who is selected by the employees of the bargaining unit to act on behalf of those employees.

1.28 ***Vacation Credits***

The words "vacation credits" when used in this Agreement shall mean earned vacation entitlement in hours based on service and accumulated on a bi-weekly basis.

1.29 ***Vacation Year***

The words "vacation year" when used in this Agreement shall mean each period of twelve (12) consecutive months commencing with the pay period in effect on the employee's date of entry into the service of the Employer and concluding with the pay period in which the employee's anniversary date falls.

1.30 ***Permanent Part Time Employee***

The words "permanent part time employee" when used in this Agreement shall mean any employee who works less than full time hours on a regular basis, has achieved 1755 hours of work over a consecutive 3 year period and who successfully completed the required probationary period.

Permanent part time employees are eligible for prorated coverage under the Health and Welfare Benefits plans where part time coverage is available.

ARTICLE 2. SCOPE

- 2.01 This Agreement shall apply to all employees of CSU 52 within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board under Certificate No. 104-2009.
- 2.02 The parties hereby agree to negotiate with each other concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 3. MANAGERIAL RIGHTS

- * 3.01 The parties agree that it shall be the right of the Employer to operate and manage the business of the Employer in all respects unless otherwise provided by this Collective Agreement. The Employer shall exercise its rights in a manner that is fair, reasonable, non-arbitrary and consistent with the terms of the Collective Agreement.

ARTICLE 4. UNION SECURITY

- 4.01 The Employer recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.
- 4.02 The Employer 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.

ARTICLE 5. UNION MEMBERSHIP AND DUES CHECKOFF

- 5.01 All employees (including part-time and temporary) covered by this Agreement, shall, as a condition of their employment, within thirty (30) days of their employment, become and remain, members in good standing in the Union.
- 5.02
 - (a) The Employer agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall notify the Employer thirty (30) calendar days prior to any change in the deduction of union dues.
 - (b) The Employer shall provide the total of annual dues collected on the employee's annual T4.

- * 5.03 The total deductions of dues shall be forwarded via cheque to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted.

Dues shall be remitted to the Union at the following address:

United Steelworkers Union
Secretary-Treasurer
PO BOX 9083,
Commerce Court Postal Station,
Toronto, ON. M5L 1K1

A copy of the dues remittance (R115 form) and Employee deduction statement shall also be forwarded to the Local Union office at the following:

United Steelworkers, Local 1-207
Financial Secretary
202, 4264 91A Street T6E 5V2
Fax: 780-486-1716

- 5.04 The Union shall inform the Employer in writing as to the names and addresses of its officers, negotiating committee members, shop 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 Employer in writing of any changes to such list of names.

- 5.05 An employee shall not be required to cross any legally constituted picket line.

ARTICLE 6. NO DISCRIMINATION OR HARASSMENT

- 6.01 There shall be no discrimination or harassment against any employee by either party because of the race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons.

- 6.02 Harassment may be defined as any unwanted or unwelcome conduct that offends or humiliates. Harassment may be verbal, physical or visual. It may be one incident or a series of incidents.

ARTICLE 7. TIME OFF FOR UNION BUSINESS

- 7.01 The Employer shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

- (a) In the event that employees are elected to the negotiating committee for the Union, they shall be granted leave, at their regular rate of pay, for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than two (2) employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union and that the Employer will be advised in writing of the names of the elected employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.
- (b) If an accredited representative of the Union is required to investigate or meet with Employer representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, they shall be granted leave with pay.

7.02 Leave of absence with pay for other matters of mutual concern may be granted at the discretion of the Employer.

7.03 Leave of absence with pay shall be made for those hours the employee normally would have worked had they not been required to meet with representatives of the Employer.

7.04 Leave of absence without pay for full-time Union employment shall be granted under the following conditions.

In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving one (1) months' notice, to return to the same position, if available, or to a comparable position or to such other position to which they may be promoted by reason of seniority and ability.

Such an employee shall make regular contributions to the CSU 52 Pension fund, and all employee benefits, participating in same as would a permanent employee of the Employer. Their contributions to these benefits shall be based on their earnings during their full-time employment with the Union, who shall pay the Employer's portion, making due allowance for changes in their marital status and number of dependents.

Employees without reversion rights to positions within the jurisdiction of CSU 52, shall have the right to choose whether or not to hold membership in and have dues deducted by, CSU 52.

- 7.05 An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay, providing adequate coverage is maintained in the operating unit.

ARTICLE 8. HOURS OF WORK

- 8.01 The standard hours of work for employees under this Agreement shall be 08:30 to 16:30 hours, including a lunch period of one and one-quarter (1¼) hours, five (5) days per week, Monday through Friday.

- 8.02 Employees' regular hours of work may be changed with thirty (30) days' notice and their schedule adjusted to ensure that they do not exceed the standard hours of work. When thirty (30) days' notice is provided, overtime shall be payable only when the approved schedule change results in the employees working after 6:30 p.m. or when they exceed their regular daily hours of work.

Employees' regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to such change, and they will receive overtime for the first change unless they have received a minimum of twelve (12) hours off duty.

- 8.03 Compressed Hours of Work

Employees will participate in a compressed hours of work program in accordance with the following provisions:

- (a) The regular hours of work of employees participating in a compressed hours of work program shall be seven and one-half (7.5) hours per day, exclusive of unpaid lunch periods, nine (9) days per bi-weekly pay period.
- (b) During the first full pay period of each calendar year, all employees shall work seven and one-half (7.5) hours per day, exclusive of unpaid lunch periods, for ten (10) days within the pay period.
- (c) An employee required to work on an off day shall be paid at two (2) times their regular hourly rate of pay for each hour worked.
- (d) Off days resulting from compressed hours of work may not be accumulated except as hereinafter provided.

Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular off days or other days as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for

all hours worked on their off day resulting from compressed hours of work.

(e) The Employer may terminate a compressed hours of work program by providing a minimum of three (3) months' notice to employees participating in the program. In the event of a strike or lockout in one of CSU 52's bargaining units, the Employer may terminate a compressed hours of work program by providing a minimum of one (1) months' notice to employees participating in the program. The Employer shall forward a copy of the notice to the Union.

(f) Employees participating in a compressed hours of work program may terminate such program by providing a minimum of three (3) months' notice by a majority of participating employees to the Employer. The Employer shall forward a copy of the notice to the Union.

* (g) An employee shall have their compressed day off in a given bi-weekly period on a Monday or Friday; however time off other than on Monday or Friday may be given to an employee and such arrangement will be with written mutual agreement between the employee and the employee's supervisor.

** (h) Employees may request to work an off day resulting from compressed hours of work and bank it for future use, subject to approval by the employee's management supervisor. No more than three (3) days may be banked at any time and all days must be used by the end of the calendar year.

ARTICLE 9. OVERTIME WORK

9.01 Where employees are required to work in excess of the scheduled hours of work assigned their positions, they shall be paid at two (2) times their regular hourly rate of pay for each hour so worked.

9.02 Employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees.

* 9.03 Employees called out from their residence in order to report to their job site for emergent work outside the scheduled hours of work for their position, but not immediately preceding them, shall receive not less than two (2) hours pay at the specified overtime premium.

9.04 Overtime shall be based on hourly rates as outlined in Appendix I, Schedule of Wages. These rates shall be determined by dividing the bi-weekly rate of pay of the employee concerned by ten (10) times the employee's average daily hours of work.

- 9.05 When the Employer requires overtime work, it shall first endeavour to ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Employer be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs. The Employer shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.
- 9.06 Employees required to work overtime following the completion of their scheduled hours of work which continues in excess of two (2) hours shall be eligible for a lunch break of one-half (½) hour without loss of pay, provided the overtime is to continue. The lunch break shall normally occur following completion of two (2) hours' overtime; however, if the conditions of the service require otherwise, the supervisor shall assign the lunch period. In the event that overtime continues, such an employee shall become eligible for further lunch breaks without loss of pay at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.
- 9.07 An employee called out to work overtime shall be eligible for a lunch break, without loss of pay, after four (4) consecutive hours of overtime work, provided that overtime is to continue, and at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.
- 9.08 Employees required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of their regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employees and their immediate supervisors.
- 9.09 Employees who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in 9.06 and 9.07 during the period of overtime work or during their regular hours of work, as specified in 9.08, shall be paid one-half (½) hour at two (2) times their regular rate of pay for each lunch break missed in addition to the total hours worked and such time shall be considered as hours worked.
- 9.10 It is agreed by the parties that the hourly rates of pay contained in Appendix I, Schedule of Wages, represent the hourly rates of pay to be utilized when an employee, whose average daily hours of work equal six and three-quarter (6.75) hours, works overtime or on an off day in accordance with the provisions of this Agreement.

ARTICLE 10. PAY FOR WORK ON OFF DAYS

- 10.01 Employees required to work on an off day shall be paid at two (2) times their regular hourly rate of pay for each hour worked. The provision for minimum call-out time specified in Clause 9.03 shall be applicable in this section.
- 10.02 Employees, who either work intermittently or are scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work.
- 10.03 Employees required to work on an off day shall, should they so choose, be eligible to bank monies earned as a result of such work in accordance with the provisions of Article 11, Banked Overtime.

ARTICLE 11. BANKED OVERTIME

- 11.01 Employees shall have the option to receive overtime at their regular rate of pay and credit an equal dollar amount to their overtime bank, or to credit the total dollar amount to their overtime bank, to a maximum accumulated total time equivalent to ten (10) times the employee's average daily hours of work. The initial half of ten (10) times the employee's average daily hours of work of the overtime bank shall be scheduled as time off as mutually agreed between the employee and the Employer. The Employer shall have the right to schedule the remainder of the banked overtime as time off if mutual agreement as to when such time off is to be taken cannot be obtained or the employee shall have the option to be paid out in cash.
- 11.02 The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken. Should the time equivalent of an employee's overtime bank be reduced as a result of a rate change, the employee will be entitled to make up the difference such that their bank does not exceed ten (10) times the employee's average daily hours of work.
- 11.03 Any portion of the dollar amount credited to an individual employee's overtime bank shall be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the Employer.
- 11.04 Monies earned as a result of an employee working on an off day, shall be considered as overtime monies and shall be eligible to be banked at the employee's option.
- 11.05 The premium portion of monies earned as a result of employees working on a statutory holiday for which they are eligible in accordance with the provisions of this Agreement, shall be considered as overtime monies and shall be eligible to be banked at the employee's option.

ARTICLE 12. TEMPORARY CHANGE OF DUTIES/ACTING PAY

- 12.01 On each occasion that employees are appointed, in writing, to relieve in a senior position coming within the jurisdiction of this Collective Agreement, which requires them to perform duties of a higher level than those which would normally be assigned the position for which they are employed on a regular basis, for one (1) day or more (statutory holidays included), they shall be remunerated for the whole of the period at an increase to the first step above their present salary in the salary range of the relieved position or to the initial salary of the relieved position, whichever is greater.
- 12.02 In the event that an employee's salary exceeds the salary range of their confirmed position, they shall receive an adjustment equivalent to the dollar difference between the salary in the range of the senior position which is closest to the employee's established salary and the next step in the range of the senior position, or to the initial salary provided in the salary range of the senior position, whichever is greater.
- 12.03 In no instance shall any such adjustment exceed the salary range of the relieved position as established in Appendix I, Schedule of Wages.

ARTICLE 13. SALARIES AND INCREMENTS

- * 13.01 The regular bi-weekly rates of pay established in the Schedule of Wages (Appendix I) shall apply during the term of this Agreement for full-time employees.
- * All employees shall be paid every two (2) weeks.
- 13.02 Part-time employees shall be paid based on hourly rates of pay. The hourly rates of pay shall be determined by dividing the bi-weekly rates of pay for full-time employees in their department or section thereof by ten (10) times the average daily hours of work of such full-time employees and rounding the product to the nearest whole cent.
- 13.03 All permanent and probationary employees shall progress from one step of the range assigned their position to the next assigned step by merit only, except for the increment allowed upon attaining permanent status. New employees shall be eligible for a performance review and, if warranted due to satisfactory performance, a minimum of one increment adjustment from the date of attaining permanency until they reach the top step in the range assigned the class in accordance with the following:
- (a) A permanent employee shall be eligible for a performance review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate three (3) month period while on Step A of their assigned pay range.

- (b) A permanent employee shall be eligible for a performance review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate six (6) month period while on Step B of their assigned pay range.
- (c) A permanent employee shall be eligible for a performance review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate nine (9) month period while on Step C of their assigned pay range.
- (d) A permanent employee shall be eligible for a performance review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate twelve (12) month period while on Step D of their assigned pay range.
- (e) A permanent employee shall be eligible for a performance review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate twelve (12) month period while on Step E of their assigned pay range.
- (f) An employee shall receive an annual, written evaluation while at Step F of the assigned pay range.

13.04 Employees whose positions are reclassified to a class having a higher pay range shall normally receive an increase to the first step above their present regular rate of pay in the pay range of the new class. The employer, however, shall review the circumstances pertinent to the reclassification and may award at least one additional increment in a case while, if granted, would be effective on the date that the reclassification request was initiated. Eligibility for future salary adjustments shall be determined in accordance with 13.05 until the employee reaches the maximum step in the range to which their position has been reclassified.

13.05 Employees receiving a promotion shall receive a minimum increase to the first step above their present regular rate of pay in the pay range of the new class or to the initial step in the pay range of the new class on appointment, to be rescinded if the employee is not confirmed in the new position. Upon completion of the trial period, employees shall have a performance review and, dependent upon the result of this review, they shall either be reverted to their former position and former rate of pay, confirmed in the new position at the same rate of pay, or confirmed in the new position with at least one additional increment increase provided that such increase does not exceed the established range of the position. Eligibility for future performance reviews and salary adjustments shall be determined in accordance with the schedule prescribed in 13.05 until the employees reaches the maximum step in the range assigned the position.

13.06 Employees on Step B of the pay range assigned their classification who for any reason other than paid vacation leave or leave in lieu of cash overtime,

have been absent or unable to perform their assigned duties for a period of thirty (30) or more consecutive calendar days shall have their anniversary date, for salary adjustment purposes, extended by the number of consecutive calendar days of such leave in excess of thirty (30) calendar days.

13.07 Employees on Step C of the pay range assigned their classification who, for any reason other than paid vacation leave or leave in lieu of cash overtime, have been absent or unable to perform their assigned duties for a period of forty-five (45) or more consecutive calendar days shall have their anniversary date, for salary adjustment purposes, extended by the number of consecutive calendar days of such leave in excess of forty-five (45) calendar days.

13.08 Employees on Step D or E of the pay range assigned their classification who, for any reason other than paid vacation leave or leave in lieu of cash overtime, have been absent or unable to perform their assigned duties for a period of sixty (60) or more consecutive calendar days shall have their anniversary date, for salary adjustment purposes, extended by the number of consecutive calendar days of such leave in excess of sixty (60) calendar days.

13.09 Should the Employer issue an employee with an incorrect pay cheque, then the Employer shall make the necessary monetary adjustments and/or the internal administrative action as is necessary to correct such errors.

13.10 Retroactive Pay

Employees in the service as of the ratification of this Collective Agreement shall be eligible for any retroactive payment of wages negotiated to the schedule of wages effective the expiration date of the previous Collective Agreement. This retroactive payment shall be based on adjustments made to the regular rates of pay appropriate to a class or classes assigned to the position or positions occupied by an employee during the retroactive period indicated above, as listed in Appendix I. Wages shall mean those monies derived by formula from the regular rate of pay, including only straight-time pay, overtime pay, pay for work on an off day and pay for work on a statutory holiday.

Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same in writing within sixty (60) calendar days of the signing of this Agreement.

Past employees who were retired from the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall automatically receive the retroactivity provided by the above.

ARTICLE 14. STATUTORY HOLIDAYS

14.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in Clause 14.03.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Heritage Day)	Alberta Family Day

and any other holiday which the Employer allows employees as a whole.

NOTE: For the purposes of this clause, Boxing Day shall be deemed to be December 26th of each calendar year.

14.02 Part-time employees shall be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

14.03 All employees shall receive the recognized statutory holidays, for which they are eligible, with pay, or other days with pay in lieu of such statutory holidays, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident. If during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement. Where the Employer designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not consistent with the operational requirements of the Employer, the employee may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the employee and the supervisor. However, should the employee and the supervisor fail to reach mutual agreement on such lieu day, then the employee shall be allowed a day off in lieu of the statutory holiday at a time determined by the Employer. Where such a day is not provided, the employee shall receive a day's pay in lieu of the statutory holiday.

The application of these provisions shall not be construed as either a layoff or a change in an employee's hours of work schedule or their regular hours of work.

- 14.04 Employees required to work on a recognized statutory holiday for which they are eligible shall be paid two (2) times their regular rate of pay for each hour worked, in addition to the provisions in Clause 14.01.
- 14.05 Pay for work on statutory holidays shall be based on hourly rates. These rates shall be determined by dividing the bi-weekly rate of pay of the employee concerned by ten (10) times the employee's average daily hours of work; except that employees who average thirty-three and three-quarter (33.75) hours shall have the bi-weekly rate of pay assigned to them from the range of the class of their position divided by sixty-seven and one-half (67.5) hours which shall constitute their regular hourly rate of pay for the purposes of this section.
- 14.06 In the event that employees are required to work on a holiday which is also one of their off days, and the rate of pay specified for a holiday differs from that for an off day, they shall be paid the higher of the two (2) rates.
- 14.07 The provision for minimum call-out time specified in Clause 9.03 shall be applicable in this section.
- 14.08 Employees required to work on a statutory holiday for which they are eligible shall, should they so choose, be eligible to bank the premium portion of monies earned as a result of such work in accordance with the provisions of Article 11, Banked Overtime.

ARTICLE 15. ANNUAL VACATION LEAVE

- 15.01 A full-time permanent or probationary employee shall earn vacation credits on the following basis:
- (a) Fifteen (15) times the average daily hours of work of the employee in each vacation year commencing with the bi-weekly pay period in which their date of entry into a position with the Employer as a probationary or permanent employee occurs (0.576 times the average daily hour of work, per bi-weekly pay period).
 - (b) Twenty (20) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their fifth (5th) anniversary of continuous service occurs (0.769 times the average daily hours of work, per bi-weekly pay period).
 - (c) Twenty-five (25) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their twelfth (12th) anniversary of continuous service occurs (0.961 times the average daily hours of work, per bi-weekly pay period).

- (d) Thirty (30) times the average daily hours of work of the employee, in each vacation year commencing with the bi-weekly pay period in which their eighteenth (18th) anniversary of continuous service occurs (1.154 times the average daily hours of work, per bi-weekly pay period).
- 15.02 Full-time and part-time temporary and part-time permanent employees shall earn vacation credits based on their daily hours of work, in each vacation year commencing with the bi-weekly pay period in which their date of entry into a position with the Employer occurs in accordance with the provisions of Article 15.01.
- 15.03 Full-time and part-time permanent employees shall be entitled to vacation credits commensurate with their status as temporary, probationary or permanent and their vacation pay shall be their regular rate of pay for the class of position to which the employee is permanently appointed or is serving a trial term thereof.
- 15.04 Part-time temporary employees shall be entitled to vacation credits commensurate with their status as temporary, probationary or permanent, except that vacation pay shall be at their regular rate of pay and in accordance with the provisions of Article 15.01.
- 15.05 When temporary employees are appointed to the permanent staff, their length of service for vacation entitlement purposes shall be established by adding together the total number of pay periods employed with the Employer as a temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes.
- 15.06 Members of a bargaining unit of CSU 52 who are currently in the employ of or who enter into the employ of CSU 52, shall have their period of membership service with that bargaining unit(s) recognized for the purpose of calculating vacation leave entitlements.
- 15.07 Employees shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Employer.
- 15.08 An employee is permitted to carry over two (2) weeks of annual vacation leave into the next year. An employee may be permitted to carry over annual vacation leave in excess of two weeks by mutual agreement.
- 15.09 On termination of employment, for whatever reason, employees shall be paid out for any unused vacation credits at their regular rate of pay for the class of position to which the employee is permanently appointed or serving a trial term thereof. In the case of death, payment shall be made to the employee's estate.

- 15.10 If a recognized holiday, for which employees are eligible, occurs during a period of annual vacation of that employee, they shall receive equal time off, with pay or pay in lieu thereof, at the discretion of the Employer.
- 15.11 Employees granted leave of absence without pay for a period in excess of two (2) consecutive pay periods shall cease to earn vacation credits commencing with the third (3rd) pay period and continuing until they return to work.
- 15.12 Permanent employees absent because of sickness and/or accident for thirteen (13) consecutive pay periods shall cease to earn vacation credits commencing with the fourteenth (14th) pay period and continuing until they return to work.
- 15.13 If an employee is incapacitated due to illness or injury for three (3) days or more while on earned vacation, the days so incapacitated shall not be considered vacation but shall be considered as sick time if the employee produces a medical certificate satisfactory to the Employer and signed by a physician.
- 15.14 A permanent or probationary employee on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions.
- 15.15 Insofar as the efficient operation of the Employer will permit, an employee shall have the right to choose the period of vacation according to seniority standing.
- 15.16 Employees may be allowed to take vacation leave to the maximum of their earned vacation credits.
- 15.17 Employees who fail to indicate a choice of vacation leave by March 15 will have waived whatever right they may have had to choose their vacation leave period. Between March 15 and April 1, the completed vacation leave schedule for all employees shall be posted. Seniority shall prevail in the preparation of this schedule insofar as the efficient operation of the Employer permits. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice, or has been assigned vacation, as the case may be.

ARTICLE 16. BEREAVEMENT LEAVE

- 16.01 A permanent or probationary employee shall be granted bereavement leave in accordance with the following:

- * (a) When death occurs in the employee's immediate family - that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister or related dependent of

the employee, on request, shall be excused for up to any five (5) regularly scheduled working days, without loss of pay at their regular rate of pay.

*

(b) When death occurs in the employee's immediate family - that is, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent of current spouse, on request, shall be excused for up to any three (3) regularly scheduled working days, without loss of pay, at their regular rate of pay.

(c) One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 16.01 (a) and (b) shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

16.02 The term "extenuating circumstances" may include travelling time, or such other reasons which may be applicable to the individual circumstances.

16.03 A permanent or probationary employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

ARTICLE 17. COMPENSATION FOR WITNESS AND JURY DUTY

17.01 Employees who have been subpoenaed to appear in court or before an administrative tribunal as a witness or juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay, at their regular rate of pay, provided that any wage replacement paid to the employee for this appearance is given to the Employer.

ARTICLE 18. LEAVE FOR MEDICAL AND DENTAL APPOINTMENTS

18.01 Permanent employees are encouraged to schedule their medical and dental appointments in order to attend such appointments on their own time. Permanent or probationary employees who are compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on Employer time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

ARTICLE 19. CITIZENSHIP COURT

19.01 Employees shall be granted one-half (½) day leave with pay to attend at the Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

ARTICLE 20. MATERNITY/PARENTAL LEAVE

20.01 Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child. Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Employer in accordance with the following:

- * (a) Upon written application to the Employer, maternity/parental leave will be granted to an employee who is either permanent or has been employed with the Employer for a period of at least ninety (90) days. Except where otherwise specified in the Employment Standards Code, should no application be made by the employee for maternity/parental leave, and they fail to report to work, the employee will be deemed to have resigned their position and the Employer will be under no obligation to provide future employment.
- (b) Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.

* Employees who are members of the Employer's disability plans provided for in this agreement and provide medical evidence satisfactory to the Employer to substantiate their disability for the valid health-related portion of their pregnancy may qualify for SUB Plan benefits for the duration of the aforementioned valid, health-related period of eighty-five (85) days. SUB Plan benefits shall commence no sooner than the date of delivery. Employees who are members of the Employer's disability plans and who otherwise do not meet the conditions for eligibility for SUB Plan benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the Employer's disability plans.

* 20.02 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than two (2) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior, or earlier if a satisfactory medical certificate is produced, to the estimated date of delivery. If the employee is unable to perform the duties of their position or such alternative position which may be available, for which they are qualified, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.

* 20.03 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 within seventy-eight (78) weeks of the date of birth, or the date an adopted child is placed with the parent.

- * 20.04 Maternity leave shall be for a maximum period of sixteen (16) weeks. Parental Leave shall be for a maximum period of sixty-two (62) weeks. The employee who gives birth shall be eligible to combine such leave for a period of seventy-eight (78) weeks. The employee who gives birth who takes both maternity and parental leave, must take the leaves consecutively.

- * 20.05 An employee who is a member of the Employer's disability plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, the employee may commence sick leave prior to their estimated date of delivery. Such sick leave shall not be considered part of maternity/parental leave.

- * 20.06 On production of a satisfactory medical certificate at the expense of the Employer, the employee shall return from leave to regular employment with the Employer if able to do so within seventy-eight (78) weeks after the commencement of such leave.

- 20.07 Where the Employer has directed an employee to commence maternity leave in accordance with 20.02, the maternity leave period shall be of sufficient length to allow the employee six (6) weeks after the actual date of delivery.

- * 20.08 Whenever the employee is absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Employer, they shall automatically be deemed to have terminated their employment when said period expires.

- * 20.09 An employee returning from maternity/parental leave within the approved period shall be given the same position, if available, or a comparable position, at their former rate of pay, provided as much notice as possible of return is given to the Employer. In any event, said notice shall not be less than four (4) weeks.

- ** 20.10 Employees who choose to maintain benefits coverage while on maternity/parental leave shall pay both the employee and employer portion of the applicable benefits premiums. Payment of premiums may be made through payroll deductions, or other such arrangement, prior to commencing maternity/parental leave.

ARTICLE 21. LEAVES OF ABSENCE

- 21.01 Other leaves of absence without pay may be granted, at the discretion of the Employer, to an employee.

21.02 Employees engaged in other employment for gain while on leave of absence without the express written consent of the Employer shall be deemed to have automatically terminated their service with the Employer.

21.03 All employees will be entitled to twenty two and one half (22.5) hours of personal leave per calendar year. Employees will be able to utilize all or portions of leave time up to twenty two and one half (22.5) hours at any one time. Employees agree to provide as much notice as possible to management when utilizing this leave provision. There will be no entitlement to carry over unused leave from year to year.

Employees who are not permanent will not be entitled to personal leave until they have worked ninety (90) calendar days.

* 21.04 Any employee may request a leave of absence without pay of up to twenty-seven (27) weeks while accessing the compassionate care benefits provided by Federal Employment Insurance Legislation and Alberta Legislation/Regulations to care for a seriously ill family member in accordance with the terms of those programs. Leave will be without pay but with benefits at the normal cost sharing for the period or periods of leave (when the leave is accessed in portions).

ARTICLE 22. SUPPLEMENTATION OF COMPENSATION AWARD

* 22.01 If employees are prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, the Employer will supplement the award made by the Board for loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation by the Employer, will equal one hundred percent (100%) of the employee's regular wage. The procedure to be followed in operating this policy shall be as follows:

(a) Any permanent employee, on completion of the necessary assignment to the Employer of their compensation payments for loss of wages, will be carried on the payroll of the Employer at one hundred percent (100%) of their regular wages until the Compensation Board certifies that they are able to return to work or until granted a permanent pension by the Board for either partial or total disability, whichever may be the sooner.

(b) The cases of compensation to temporary employees shall be referred to the Employer for authority to supplement the Workers' Compensation Board Award and, if such supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the compensation Board. In no event, however, shall the period of supplementation for

temporary employees exceed three (3) months without the approval of the Employer.

ARTICLE 23. PROBATIONARY PERIOD

- 23.01 The normal probationary period for new employees engaged in permanently established positions shall be six (6) months, with the Employer reserving the right, in certain instances, to extend this period to a maximum of one (1) year. At the time of posting, in certain instances where CSU 52 provides the operational rationale, the Union may agree to establish a probationary period to a maximum of one year.
- 23.02 The Employer shall issue an employee with a written performance appraisal upon the completion of each three (3) months of that employee's probationary period.
- 23.03 In the event that the normal probationary period is extended, the employee and the Union will be advised of the Employer's reasons. The affected employees shall receive a copy of their written performance appraisal should they so request.
- 23.04 New employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.
- 23.05 A Developmental Employee who is promoted to a Job Level Labour Relations Officer position will not be required to serve a probationary period in the Job Level position.

ARTICLE 24. SENIORITY

- 24.01 When employees achieve permanent status, their length of unbroken employment as a temporary, probationary, permanent or part-time employee in positions coming within the jurisdiction of this Agreement shall determine their seniority standing.
- 24.02 Temporary employees serving in a position, or series of positions in a manner that is consistent with continuous service, and who achieve permanent status at 1755 hours after a continuous three year period shall have their seniority recognized back to the start of that continuous temporary service.
- 24.03 Should a permanent employee, who assumes the functions of a position which is outside of the jurisdiction of this Agreement, be reverted to a position within the scope of this Agreement in accordance with the provisions of Articles 25.13 or 25.14, then such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement.

- 24.04 A seniority list showing the name, classification and date of most recent hiring shall be posted at the Employer's premises. The Employer shall provide to the Union a list showing the seniority of all employees.
- 24.05 Employees shall not lose seniority rights if they are absent from work because of sickness, accident or layoff. Nor shall employees lose any seniority rights if they are on leave of absence approved by the Employer.
- 24.06 Employee shall lose their seniority only in the event that:
- (a) they are discharged for just cause and is not reinstated;
 - (b) they voluntarily resign;
 - (c) they are laid off and fail to report to work within seven (7) calendar days after being notified to do so; or
 - (d) they are laid off for a period longer than twenty-four (24) months.

ARTICLE 25. POSTING AND FILLING VACANCIES

- 25.01 Any vacancy required to be filled must be posted immediately and shall be conspicuously posted on the Employer's premises, for a period of seven (7) calendar days on a standard form provided by the Employer. The Employer will also provide all current employees with a copy of the posting via email.
- 25.02 Should it be desirous not to fill a vacancy, the matter will be reviewed by the parties to this Agreement.
- 25.03 Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed ninety (90) calendar days.
- 25.04 Grievances arising out of posting and filling of vacancies shall be initiated and processed in accordance with the dispute resolution process.
- 25.05 All applications shall be addressed to the President and shall include the return address of the applicant. A copy of all postings shall be sent to the Union. The Employer shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants upon completion of the selection process. The Employer shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant. Such employee shall have ten (10) working days from the date of notification to initiate a grievance. The Employer shall appoint the selected applicant, and that appointment shall be final subject to satisfactory completion of the required probationary period or the outcome of any grievance filed within ten (10) working days, from the date the last employee received notification from the Employer of the selected applicant.

- Employees not selected to fill a vacancy, may request the reasons why and shall receive same in writing.
- 25.06 For the purposes of this article, "working days" shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the Employer.
- 25.07 Appointments may be made by mutual agreement between the Union and the Employer without posting.
- 25.08 Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless a grievance is filed.
- 25.09 Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting will be required. Where the estimated duration of the temporary position exceeds ninety (90) calendar days, the temporary position shall be posted.
- 25.10 Where a temporary position is posted, the estimated duration of such position shall be set out in the posting and shall be subject to the provisions of Article 26.
- 25.11 Where the estimated duration of a temporary position created as a result of a permanent or probationary employee being granted maternity leave is six (6) months or less, the Employer may fill such temporary position by means of an internal posting.
- Copies of all internal postings shall be forwarded to the Union.
- 25.12 In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of twelve (12) months or less and such employee is reverted or chooses to revert to their former position or an equivalent position within the scope of this Agreement, then no posting shall be required to complete such reversion.
- 25.13 In instances where a permanent employee is appointed to a position which is outside the scope of this Agreement and such employee is reverted to their former position or an equivalent position within the scope of this Agreement during the employee's probationary period or trial term in a new position and where such probationary period or trial term does not exceed six months, then no posting shall be required to complete such reversion. The employee will be advised of the six month restriction verbally at the time of the offer and again within the offer letter.
- 25.14 In instances where a permanent employee is awarded a position within one of CSU 52's bargaining units, and such employee wishes to revert to his former position or an equivalent position within the scope of this Agreement during the employee's probationary period or trial term in the new position, and where such probationary period or trial term does not exceed six (6) months, then the employee shall be allowed to revert and no posting shall

be required to complete such reversion. An employee electing to revert must provide the Employer with a minimum of two (2) weeks' written notice of their intention to revert.

In the event a permanent employee is awarded a position within one of CSU 52's bargaining units, the Employer may fill their vacancy, and any other resulting vacancy, for up to six (6) months without a posting.

ARTICLE 26. POSITION REVIEW

26.01 A temporary position shall not exceed twelve (12) months. Should it be desired to extend said period beyond twelve (12) months, the matter must be agreed to by the parties to this Agreement.

ARTICLE 27. PROMOTIONS AND APPOINTMENTS

* 27.01 In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations and, where two or more applicants are qualified to fulfill the duties of the position, seniority shall be the determining factor.

A request to waive an employee into a position will be from the Employer and will be in writing to the USW Local 1-207 office with a copy provided to the Unit Chair for USW Local 1-207.

27.02 An employee who has been selected to fill a permanent position shall have a trial period of six (6) months. This trial period may be extended to a maximum of one (1) year in special cases. In the event that the normal trial period is extended, the employee and the Union shall be advised of the Employer's reasons. When a trial period is extended, the affected employee shall be provided with a copy of their written performance appraisal should they so request. During the trial period, an employee may elect to revert to their former position or may be reverted by the Employer.

The Employer shall issue an employee with a written performance appraisal upon the completion of each three (3) months of that employee's trial period.

27.03 Any employees having the seniority and qualifications to fill a higher vacant position and who, for any reason, decline or refuse to accept such position when it is offered to them in writing, shall become junior to the employee who is appointed. This clause shall not apply to a temporary position of less than one (1) week's duration. Where permanent employees are selected to fill a higher vacant temporary position, the permanent employee shall be allowed to revert to their previous permanent position or a comparable one at their former rate of pay, after the completion of the temporary position. This provision shall however be subject to the layoff provisions enunciated in Article 29, Layoffs and Rehires.

- 27.04 Employees shall be eligible to apply for positions not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, it is expressly declared that nothing in this Agreement shall be deemed to bind the Employer to appoint an employee to a position which does not come under the jurisdiction of the Union.
- 27.05 A permanent part-time employee shall be considered to be applying for a promotion when applying for a permanent full-time position within the same pay range as the employee occupies on a permanent part-time basis. Such promotion shall not, however, entitle the employee to an increase in pay as stipulated in Article 13, Salaries and Increments.
- 27.06 Where there is a question as to qualifications of applicants, for any position, an examination may be held. The format of the examination will be discussed with the Union.
- 27.07 The Employer agrees to consider requests to job share when or where operationally feasible. The parties agree that job share arrangements will be discussed at the time such requests may be granted to work out appropriate terms and conditions.

ARTICLE 28. DEVELOPMENTAL LEVEL LABOUR RELATIONS OFFICER

The Developmental Level Labour Relations Officer concept is designed to enable CSU 52 office staff and membership, who may not possess the requisite combination for a Labour Relations Officer position and are therefore unqualified, to successfully achieve a Labour Relations Officer position. This concept supports the Employer's initiative to develop Labour Relations Officers from the membership of the USW and CSU 52 by allowing individuals to become qualified through on-the-job training and development.

- 28.01 This concept contemplates a training period of up to twenty-four (24) months in duration, with quarterly performance and salary reviews. The Union and the employee share responsibility to ensure that the progress to job level is achieved through training, feedback and initiative within the twenty-four (24) months. The pay band of the Developmental Level position shall be seventy percent (70%) of the job level Labour Relations Officer's pay band as outlined in Appendix 1 of this Collective Agreement. The parties may mutually agree to extend the time frame if appropriate.

Where a Labour Relations Officer vacancy occurs, CSU 52 shall review whether the vacancy can be filled at the Developmental Level. This review shall include the business requirements in the office, including the skills, knowledge and experience of the current Labour Relations Officers and their ability to support an employee selected at a Developmental Level. Appointments under this Article shall be at the Employer's sole discretion based on the review of applications submitted on a competition. The

Employer reserves the right to post a vacancy at both job level and Developmental Level to ensure that suitable candidates are found. Seniority is not a consideration when selecting an applicant at the Developmental Level. The Union shall be notified prior to an appointment being made to a Developmental Level position.

The Employer reserves the right to determine the suitability and performance of a Developmental Level employee for continuation in the program and may withdraw the individual at any time.

28.02 An employee within the bargaining unit entering a Developmental Level Labour Relations Officer position shall suffer no loss in pay, however where their current salary overlaps with the salary for the Developmental Level, they shall not receive a salary adjustment until such time as their quarterly performance and salary review exceeds their pre-appointment salary.

An external applicant to a Developmental Level position shall commence on the Developmental pay band at Step "A", unless otherwise agreed between the parties. Members of Civic Service Union 52 appointed to a Developmental Level position who are already eligible for benefits will be entitled to benefits upon commencement in the position in accordance with Article 43.01. All other external applicants appointed to a Developmental Level position will serve the waiting period as required under the benefit plans outlined in Article 43.02.

28.03 An employee who held a position within the bargaining unit prior to entering the Developmental Level and who withdraws, is withdrawn from or successfully completes their Developmental Level training prior to a permanent vacancy occurring at job level, shall revert to their former position at their former rate of pay.

An external applicant to a Developmental Level position and who withdraws, is withdrawn from or successfully completes their Developmental Level training prior to a permanent vacancy occurring at job level, shall be separated from the Employer's service.

28.04 External applicants to Developmental Level positions shall not accrue bargaining unit seniority for the purpose of bidding on job level Labour Relations Officer vacancies, however if successful on a permanent Labour Relations Officer competition their service at the Developmental Level shall be recognized in the calculation of bargaining unit seniority.

ARTICLE 29. LAYOFFS AND REHIRS

29.01 If any position to which a permanent employee has been promoted is abolished or affected by reason of staff reduction, the employee holding such position may, at their option, revert to the position formerly held and will also be given a general priority for any vacancy for which they are qualified.

- 29.02 If the permanent staff is to be reduced, the employee who has the least overall Union seniority belonging to the class to be reduced shall be the first discharged. When these layoffs are contemplated, the Union will be notified.
- 29.03 If the staff is increased, permanent employees formerly belonging to the class, to be so increased who have been discharged within the prior twenty-four (24) months solely by reason of previous reduction in such staff shall, if available, be re-engaged according to the previous seniority standing held by them in preference to other applicants and if re-engaged within twenty-four (24) months, shall retain the seniority and benefits provided in this Agreement and enjoyed before layoff.
- 29.04 The processes described in 29.01 and 29.02 shall not apply in those instances where the period of layoff is estimated to be of a duration of one (1) calendar day or less. The employee shall have the option, with the approval of the Employer, to use vacation or banked overtime credits rather than be laid off for any days applicable to this clause. The Employer shall also make every reasonable effort to retain the employee for the duration of the short-term layoff.

ARTICLE 30. TECHNOLOGICAL CHANGE

- 30.01 An employee classified as a permanent employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in a process or method of operation diminishing the total number of employees required.
- 30.02 Permanent employees so affected will be given ninety (90) days advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.
- 30.03 The Employer agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlines in this Agreement.
- 30.04 The Employer and the Union, in co-operation with Government, agree to participate in every way possible in training and retaining employees.

ARTICLE 31. JOB SECURITY

- 31.01 Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that there shall be no contracting out of any work or services which come under the scope clause of this Agreement.

- 31.02 The Employer retains the right to hire individuals or firms on a contract basis for tasks requiring a particular profession or expertise which is not performed by existing classifications within the bargaining unit.
- 31.03 In emergent situations, such as the interim period between the posting and filling of a vacancy, the Employer retains the right to contract out bargaining unit work for short durations.
- 31.04 Where the needs of the Employer, as assessed by the President of CSU 52 require that persons outside the bargaining unit take part in CSU 52 activities for short periods of time, the Employer agrees that no member of the bargaining unit shall have their job security threatened or shall lose regular daily or hourly pay.
- 31.05 The Employer agrees that prior to exercising the rights specified in 31.02 and 31.03 above, the matter will be discussed with the Union.

ARTICLE 32. DISCIPLINE

- 32.01 The Employer reserves the right to discipline employees for just cause. Copies of all disciplinary reports, other than documented oral reprimands and notices of investigation, shall be provided to the Union, indicating clearly the exact nature of same. Should the Union or the employee be of the opinion that any discipline is improper, then that disciplinary action may be the subject of a grievance and processed in accordance with the dispute resolution process of the Agreement.
- 32.02 Past disciplinary reports shall be deemed void after a period of twenty-four (24) months and will be removed from the personnel file.
- 32.03 Employees shall be entitled to have access to their Personnel file. They may reply in writing to any document contained in the file which reflects upon their work performance with the Employer and such reply shall become part of their permanent record.
- 32.04 Where a supervisor documents an oral reprimand which was given to an employee, the employee will be made aware of such documentation.
- 32.05 Where an employee is required to meet with a representative of the Employer for the purpose of applying discipline to said employee the employee shall, should they so desire, be entitled to have a Union representative present during such meeting.

ARTICLE 33. DISPUTE RESOLUTION PROCESS

Definitions

- 33.01 A **dispute** is any problem, disagreement or difference involving employees, representatives of CSU 52, or Union representatives.
- 33.02 A **grievance** is any dispute:
- (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
 - (b) directly relating to or affecting the rights of a specific employee or group of employees.
- 33.03 A **policy grievance** is any dispute:
- (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
 - (b) relating to a policy or general practice of the Employer or the Union.

Problem-Solving Stage

- * 33.04 An employee, a representative of the Employer or a representative of the Union is encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute. Problem solving must occur within ten (10) working days of the incident giving rise to the dispute. If either party intends to proceed to the Formal Review Stage, the request to initiate a grievance or policy grievance must also be filed within the same ten working days in accordance with Article 33.08.
- 33.05 The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity. Every attempt should be made at this stage to find an acceptable resolution to the dispute.
- 33.06 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

Formal Review Stage

- 33.07 An employee, representative of the Employer or Union representative may initiate a grievance or policy grievance if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.

- * 33.08 A grievance or policy grievance shall be submitted in writing to the President of CSU 52, or the Staff Representative of the Union when the Employer initiates a grievance, within ten (10) working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person or the Union initiating Formal review.
- 33.09 A grievance or policy grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- * 33.10 Following receipt of the grievance or policy grievance, the President of CSU 52 shall convene a meeting as quickly as possible involving representatives of the Union and the Employer, as well as the people directly affected by the dispute (as determined by the participants).
- 33.11 The meeting shall be facilitated by a representative of the Employer and/or the Union. The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions. The participants will seek a mutually acceptable resolution to the grievance or policy grievance.
- 33.12 The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made. The employee, Union or the Employer may conclude a formal review at any time by written notice to the other party(ies).
- 33.13 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

Arbitration Stage

- 33.14 The Union or the Employer may refer any grievance (including policy grievances) to arbitration if it has not been resolved by formal review. A grievance may only be referred to arbitration if it has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process.
- 33.15 A referral to arbitration shall be initiated in writing within thirty (30) working days of the conclusion of the formal review stage.
- 33.16 Grievances referred to arbitration by the Union shall be submitted to the Board of Directors of CSU 52. Grievances referred to arbitration by the Employer shall be submitted to the President of the Union.

- * 33.17 Grievances that have been referred to arbitration will be heard by a single Arbitrator. The parties agree to use the following Arbitrators on a rotational basis:
 1. Mark Asbell
 2. Mia Norrie
- * 33.18 The party referring a grievance to arbitration shall notify the other party of:

The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- * 33.19 The responding party shall notify the referring party within five (5) working days of receipt of notification to proceed to arbitration.
- * 33.20 The Arbitrator will be notified within ten (10) working days of referral of their appointment to hear the matter between the parties.
- * 33.21 Each party shall bear one-half of the expenses of the Arbitrator.
- * 33.22 Arbitration hearing dates shall be determined within twenty (20) working days of the appointment of the Arbitrator.
- * 33.23 Prior to the arbitration hearing, the parties shall attempt to prepare an agreed statement of facts for submission to the Arbitrator.
- * 33.24 The Arbitrator shall hear the grievance and render a decision within a reasonable time frame.
- * 33.25 The Arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee. The Arbitrator shall not alter, amend or change the terms of the Collective Agreement.

General

- 33.29 The parties may mutually agree to involve a mediator at any stage of the Dispute Resolution Process.
- 33.30 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.
- 33.31 If the Union or the Employer has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

ARTICLE 34. JOB CLASSIFICATIONS

- 34.01 The Employer will determine the assignment of duties to Employees. Notwithstanding the foregoing, the Employer will endeavour to consult with the employees concerned prior to any change in assignments.
- 34.02 Each employee shall be provided with a copy of their position duties specification.
- 34.03 Employees who feel they are not properly classified may apply to the Employer for reclassification. The Employer shall respond in writing within sixty (60) days. The Union shall be provided with a copy of the response. If the decision of the Employer is not satisfactory to the employee, the difference may be resolved in accordance with the dispute resolution process. Any change in salary due to the review shall be retroactive to the date of the employee's request.
- 34.04 An employee whose position is reclassified to a class having a higher pay range shall receive an increase to the first step above their present rate of pay in the pay range of the new class. The Employer, however, shall review the circumstances pertinent to the reclassification and may award at least one additional increment in a case which, if granted, would be effective on the date that the reclassification request was initiated pursuant to 34.03.
- 34.05 Eligibility for future salary adjustments shall be determined in accordance with Article 13.05 until the employee reaches the maximum step in the range to which their position has been reclassified.
- 34.06 In the event that the Union disagrees with the step assigned to an employee whose position has been reclassified to a class having a higher pay range, then such allocation may be the subject of a grievance.
- 34.07 Where new classifications are created or current classifications are altered, the Employer will advise the Union in advance of the nature of the classifications, the inclusion or exclusion of the classification from the bargaining unit and the proposed salary rate. Should the Union object to any changes and the Parties are unable to reach agreement, the Employer may implement such changes and the difference may be resolved in accordance with the dispute resolution process. Any change in salary shall be retroactive to the date the new position was filled or the effective date that the position was altered.

ARTICLE 35. EXPENSES INCURRED WHILE ON EMPLOYER BUSINESS

- 35.01 (a) With the exception of Labour Relations Officers, where an employee is required to use their personal vehicle on behalf of the Employer, they may claim a car allowance in accordance with CSU 52's Car Allowance Policy as per CSU 52 document "Constitution

and Bylaws” for each kilometre travelled while on business for the Employer.

- (b) Labour Relations Officers, including those in developmental level positions, will be reimbursed for vehicle expenses at a flat monthly rate of three hundred and fifty (\$350) dollars. This includes travel to all locations within Edmonton City limits plus the Genesee site only. Travel beyond this region will be reimbursed at the rate of \$0.25 per kilometre.
- (c) The Financial Administrator will be reimbursed for vehicle expenses at a flat monthly rate of two hundred (\$200) dollars. This includes travel to all locations within Edmonton City limits. Travel beyond this region will be reimbursed at a rate consistent with the CSU 52 Policy G-4.

35.02 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the rates that are paid to the CSU 52 Board of Directors and members in similar circumstances.

35.03 As the rates for CSU 52 members for car allowance, travel and subsistence expenses change, the rates for employees shall be adjusted accordingly.

35.04 Employees who use their private motor vehicle on a continuing basis in order to perform business for the Employer in a non-metered area shall have either access to an identification card for their vehicles which will allow them to park at designated City facility, or be reimbursed for parking expenses incurred as a result of legally parking their vehicles at a private parkade. Reimbursement for expenses shall be made upon the presentation of receipts.

ARTICLE 36. REPORTING FOR DUTY

36.01 Employees shall report for duty at the place directed by the Employer and shall go to and from such place on their own time within the City of Edmonton limits. Where employees are required to report to a new place during their regular hours of work, they shall do so without loss of pay.

ARTICLE 37. REVIEW OF EMPLOYEE STATUS

37.01 An employee who has been continuously employed for a period of twelve (12) months, in a position coming within the scope of this Agreement, shall automatically become a permanent employee and shall immediately receive a minimum of one increment in the range of their class.

ARTICLE 38. SHORT AND COMPRESSED WORK WEEK STUDIES

38.01 Upon the request of the Employer, an employee or group of employees, the Employer may implement short, compressed, flexible hours or variable work week studies or projects, utilizing employees coming within the scope of this Collective Agreement as agreed between the parties.

ARTICLE 39. UNION MANAGEMENT AND OH&S MEETINGS

* 39.01 (a) The Employer and the Union agree to continue the Committee which will meet during regular business hours.

(b) The joint committee will also include as part of its roles and responsibilities, discussions and actions on all matters related to health and safety in the workplace.

ARTICLE 40. HEALTH AND SAFETY

40.01 Employees are encouraged to report any unsafe conditions to the Employer. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.

40.02 No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site.

ARTICLE 41. PENSIONS

41.01 With respect to those employees who possess reversion rights to a CSU 52 bargaining unit, the Employer shall pay monthly into the Local Authorities Pension Plan, the amount specified as the Employer's contribution pursuant to the said plan, in addition to Employer contributions to the Canada Pension Plan.

41.02 With respect to those employees who do not possess reversion rights to a CSU 52 bargaining unit, the following pension options will be available:

(a) the Employer shall pay monthly into a Group Registered Retirement Savings Plan as established under Article 41.03, an amount equal to current Local Authority Pension Plan levels pursuant to said plan, in addition to Employer contributions to the Canada Pension Plan; or

(b) the Employer shall pay monthly into an individual Registered Retirement Savings Plan an amount equal to eight (8%) per cent of the employee's base salary. The employee will pay an amount equal to four (4%) per cent of their base salary. The employee will have complete ownership of the Plan, including all Employer contributions, at the time contributions are made. In addition, the

Employer will pay regular contributions to the Canada Pension Plan.

- 41.03 If a majority of employees elect to join a Group Registered Retirement Savings Plan, the parties will develop a plan with similar terms and conditions as the Local Authorities Pension Plan i.e. contribution levels, withdrawals, eligibility, etc. All employees who do not have a pension by virtue of their reversion rights to a CSU 52 bargaining unit will participate in the Group Registered Retirement Savings Plan.

ARTICLE 42. HEALTH AND WELFARE BENEFITS

The employer will follow the guidelines set out by the Alberta Human Rights Commission when obtaining and responding to medical information secured in the interest of adjudicating an employee's medical absence.

An employee's medical information will be stored in a separate file from the employee's personnel file according to PIPA legislation and regulations including any requirement under retention and disposal guidelines.

- 42.01 With respect to those employees who possess reversion rights to a CSU 52 bargaining unit, the Employer shall pay the appropriate employer's portion of premiums as specified, from time to time, within the Health and Benefit Plan applicable to the bargaining unit to which the employee possess the right to revert.

- 42.02 (a) With respect to those employees who do not possess reversion rights to a CSU 52 bargaining unit and who are not included in the same or similar plan through another source, CSU 52 will provide the same or similar coverage through an insurance carrier, with the exception of supplemental health care and dental benefits, and the employee will be responsible for their portion of the premiums required to provide the benefits for a similar plan outlined in Article 42.01. In the case of supplemental health care benefits and dental benefits, employees will be eligible to participate in the plans outlined in the City of Edmonton/CSU 52 collective agreement and will be responsible for the employee portion of the premiums.
- (b) It is understood and agreed that in cases where CSU 52 does not contract with a carrier for coverage, they will be a self insurer. Without respect to the coverage for employees delineated in Clause 42.02, the plan will provide the same terms and conditions as the plan outlined in the City of Edmonton agreement.
- (c) When the employer contracts with a plan provider (currently, the City of Edmonton), the benefits provided through that contract will be identified within this Article for ease of reference for the employer and employees utilizing the contracted plan. The duration

for any contracted plan will not impact entitlement under Article 42.02 (a) or (b) above and the loss, change or end of any contracted plan will not impact entitlement under Article 42.02 (a) or (b).

- (d) Where an employee provides written proof of coverage of benefits from an alternate source, they may be exempt from that coverage.
- (e) An employee may elect to be covered by all benefits or any part hereto, at the discretion of the employee. Once such election is made, the employee may be allowed to amend their election upon a change of their personal circumstances.

42.03 To be eligible for Health and Welfare Benefits, an employee must pass a medical evaluation satisfactory to the Employer and the Underwriters of the insured benefit. The Employer shall cover all costs associated with medical evaluations.

42.04 Employees eligible for coverage under any government plan available shall submit claims for reimbursement to the aforementioned plans prior to submitting claims to plans provided by CSU 52.

42.05 All permanent employees will be eligible for the Health Care Spending Account in accordance with the same terms as contained in the collective agreement between CSU 52 and the City of Edmonton.

42.06 It is understood and agreed that the terms and conditions of the Addendum entitled "Health and Welfare Entitlements" for permanent employees as established December 23, 2018 and as amended are accepted. The benefit levels in effect as of December 23, 2018 will not be altered or amended without the consent of the Union.

The "Health and Welfare Benefit Entitlements" is an addendum to the Collective Agreement. The parties accept that the addendum forms part of the Collective Agreement.

42.07 The employer will adjust its Attendance Management Policy to allow for reasonable compensation for medical notes required of the employee to comply with medical absence adjudication.

The reimbursement rate will be the same as that supplied by the City of Edmonton to its employees and updated from time to time.

42.08 **Health & Wellness Account**

The employer will provide five hundred dollars (\$500.00) per full time permanent employee or two hundred and fifty dollars (\$250.00) per part time permanent employee on an annual basis (January 1 of any calendar year) to be applied to health and wellness program.

ARTICLE 43. CONTRACTS

43.01 The Employer shall provide a copy of the Collective Agreement to each employee and all new employees as they are hired. An electronic version of the signed document is acceptable.

ARTICLE 44. MEMORANDA OF AGREEMENT OR LETTERS OF UNDERSTANDING

44.01 During the process of collective bargaining for the Collective Agreement, Memoranda of Agreement or Letters of Understanding reduced to writing and executed by agents of the Employer and the Union shall become part of the said Collective Agreement.

ARTICLE 45. IMPLEMENTATION OF NEGOTIATED INCREASE

45.01 All employees shall have applied to the annual rate in Appendix I, for the class assigned to their position, the increase negotiated for such class. The result shall be rounded off to the nearest dollar. The bi-weekly rate shall be determined by dividing the annual rate by 26.1 and rounding the result to the nearest dollar. The hourly rate shall be determined by dividing the bi-weekly rate of the employee concerned by ten (10) times the average daily hours of work of such employee and rounding the result to the nearest cent.

ARTICLE 46. AMENDMENT AND TERMINATION

46.01 The duration of this Agreement shall be from December 23, 2018 to December 18, 2021. All provisions of this agreement shall become effective on the above stated commencement date unless otherwise specifically provided.

46.02 The Agreement shall take effect on the above specified date 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 and twenty (120) days nor less than sixty (60) days prior to the expiration date.

46.03 If amendment is desired the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force in accordance with the provisions of the *Labour Relations Code*.

46.04 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 signing officers of the parties to the Agreement.

ARTICLE 47. UNION EDUCATION

47.01 The Employer will contribute \$0.02 per hour per employee to the USW Local 1-207 Education Fund.

47.02 The deductions shall be made by the Employer and shall be submitted to the Union not later than the 15th day of the month following and shall be accompanied by a list of names of those Employees from whom the deductions were made showing the amount deducted from each Employee.

Funds shall be remitted to the Local Union office at the following address:


United Steelworkers, Local 1-207
Financial Secretary
202, 4264 91A Street
Edmonton, AB T6E 5V2

47.03 The deductions above may be taken and submitted more frequently than once per month.

47.04 The Employer shall indicate the deducted and enter the amount on the T-4 slips supplied to the Employee.

SIGNED this 9th day of March, 2021.

On behalf of
Civic Service Union 52


Lanny Chudyk


Tracy Foran


Teresa Doblanko

On behalf of the
United Steelworkers, Local 1-207


Jeff Kallichuk


Amanda Pickett


Doreen Gates

APPENDIX I - SCHEDULE OF WAGES

General Wage Increase and Term of Contract

December 23, 2018 to December 21, 2019	Lump sum payment of \$1000.00 in lieu of the general wage increase, to be paid to each employee within 30 days of ratification.
December 22, 2019 to December 19, 2020	0%
December 20, 2020 to December 18, 2021	1.5%

APPENDIX I - SCHEDULE OF WAGES

December 20, 2020 to December 18, 2021

<u>CLASS</u>	<u>RATE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
Labour Relations Officer (Job Level)	H	54.20	56.99	59.73	62.44	65.40	68.47
	B	3,659.00	3,847.00	4,032.00	4,215.00	4,415.00	4,622.00
	A	95,492.00	100,411.00	105,229.00	110,014.00	115,227.00	120,639.00
Labour Relations Officer (Developmental Level)	H	40.44	42.47	44.49	46.83	49.17	51.63
	B	2,730.00	2,867.00	3,010.00	3,161.00	3,319.00	3,485.00
	A	71,260.00	74,822.00	78,563.00	82,491.00	86,614.00	90,946.00
Financial Administrator/Building Coordinator	H	46.26	48.56	50.83	53.10	55.75	58.54
	B	3,123.00	3,278.00	3,431.00	3,584.00	3,763.00	3,952.00
	A	81,505.00	85,560.00	89,553.00	93,547.00	98,226.00	103,137.00
Financial Assistant	H	32.67	33.04	35.55	37.49	39.09	40.90
Multimedia Administrator	B	2,205.00	2,230.00	2,400.00	2,531.00	2,639.00	2,761.00
Office Administrator	A	57,548.00	60,022.00	62,630.00	66,062.00	68,865.00	72,064.00
Administrative Team Lead	H	29.82	31.41	33.38	34.26	35.82	37.36
	B	2,013.00	2,120.00	2,253.00	2,313.00	2,418.00	2,522.00
	A	52,547.00	55,344.00	58,798.00	60,378.00	63,117.00	65,820.00
Administrative Support II	H	26.62	27.84	29.04	30.38	31.68	33.08
	B	1,797.00	1,879.00	1,960.00	2,051.00	2,139.00	2,233.00
	A	46,890.00	49,035.00	51,147.00	53,521.00	55,833.00	58,273.00
Administrative Support I	H	22.84	23.75	24.76	25.90	27.01	28.27
	B	1,542.00	1,603.00	1,671.00	1,748.00	1,823.00	1,908.00
	A	40,257.00	41,841.00	43,622.00	45,634.00	47,583.00	49,796.00

ADDENDUM

Health and Welfare Entitlements

Expiration Date: December 18, 2021

Between

Civic Service Union 52

And

United Steelworkers 1-207

Current benefits coverage provided as per the December 23, 2018 to December 19, 2020 City of Edmonton [the plan provider] Collective Agreement. Article numbers may change as per administration of the City of Edmonton/CSU 52 Collective Agreement.

6.02 Major Medical Benefits

The City shall provide eligible CSU 52 members, that are participating in the Supplementary Health Care Plan and the Dental Plan, with a Direct Bill Card. The Card shall be consistent with that provided to other City of Edmonton employees.

The plan will pay in such calendar year in accordance with the following schedule of benefits:

	Eligible Expense	% Reimbursement	Maximum Benefit
6.02.01	Charges for drugs, medicines, allergy serums, allergy serum extracts and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.	80%	No maximum
	Smoking cessation products requiring a prescription by law.	80%	One treatment plan per lifetime, per covered person.
	Oral Contraceptives	80%	\$250 per calendar year. person.
	Drugs for the management of obesity or weight loss, sexual dysfunction, fertility and hair replacement are not eligible for reimbursement.		

	<p>Reimbursement under this article will be made on the following basis:</p> <ul style="list-style-type: none"> • Least Cost Alternative • \$5.00 dispensing fee cap • Recognized third party drug formulary. <p>New drugs that become available will be reviewed to determine if they will be added to the formulary.</p>		
6.02.02	<p>AMBULANCE Charges for professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.</p>	80%	No maximum
6.02.03	<p>BRACES AND PROSTHETICS The usual and reasonable costs of artificial limbs (excepting myoelectric-controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars, and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require the written order of a physician, however such replacement or repair shall be limited to once in 24 months.</p>	80%	\$2,000 per calendar year
6.02.04	<p>HOME NURSING Medical care provided, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or their dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services are rendered is suffering from a chronic and/or debilitating condition.</p>	80%	\$2,000 per calendar year

6.02.05	<p>PSYCHOLOGIST The services of a clinical psychologist or a Master of Social Work engaged in the treatment of a mental or emotional illness of a member or their dependents.</p>	80%	\$1,000 per calendar year
6.02.06	<p>RESPIRATORY The usual and reasonable costs for the purchase or rental of respiratory equipment including oxygen, on the written order of a physician. Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.</p>	80%	\$2,500 per calendar year
6.02.07	<p>COLOSTOMY, ILEOSTOMY AND UROSTOMY SUPPLIES The usual and customary charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.</p> <p>DIABETIC SUPPLIES The usual and reasonable charges for supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.</p> <p>The usual and reasonable charges for insulin pumps.</p>	80%	No maximum
6.02.08	<p>PHYSIOTHERAPY For services rendered by a qualified physiotherapist.</p>	80%	\$1,000 per calendar year
6.02.09	<p>CHIROPRACTOR For services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.</p>	80%	\$1,000 per calendar year
6.02.10	<p>PODIATRIST For services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date</p>	80%	\$500 per calendar year

	the maximum was attained shall be submitted with the claim.		
6.02.11	ACUPUNCTURE For acupuncture services, provided it is administered as a pain reliever or anaesthetic.	80%	\$500 per calendar year
6.02.12	HEARING AIDS For the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded.	80%	\$2,500 in any five consecutive calendar year period
6.02.13	EYE EXAMS For eye examinations administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.	80%	\$80 per covered person in any two consecutive calendar year period
6.02.14	MASSAGE THERAPY For services rendered by a registered massage therapist.	80%	\$1,000 per calendar year

6.02.15 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.

6.02.16 Claims must be received by the plan adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, prescription numbers for drugs, first and family names of individuals receiving drugs or services and dates when services were provided. Claims received on or after May 1 will not be honoured. The member shall be responsible for the accuracy of claims submitted. Claims submitted for expenses not incurred will be subject to disciplinary action up to and including dismissal.

6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

6.04 For the purposes of this Plan, the following definitions will apply:

6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

6.05 Health Care/Flexible Spending Account

The City shall provide a Health Care/Flexible Spending Account as follows:

6.05.01

Each eligible permanent full-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$710.00 commencing the first pay period of each year.

6.05.02

Each eligible permanent part-time employee will be provided with a Health Care/Flexible Spending Account in the amount of \$355.00 commencing the first pay period of each year.

6.05.03

To be eligible for the \$710 or \$355, permanent full-time or permanent part-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.

6.05.04

Permanent full-time and permanent part-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care/Flexible Spending Account of \$355.00 for permanent full-time employees and \$177.50 for permanent part-time employees providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.

6.05.05

The Health Care/Flexible Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time and permanent part-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care/Flexible Spending Account.

6.05.06

To qualify for reimbursement from the Health Care/Flexible Spending Account, the expense must be:

- i) a qualifying medical expense under the Income Tax Act (Canada);
- ii) incurred after the date the Health Care/Flexible Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
- iii) all other sources of reimbursement must have been accessed first.

6.05.07

Expenses may be submitted on behalf of eligible dependents as listed in Part II, Article 8.02.04 of the collective agreement.

6.05.08

All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.

- 6.05.09 At the end of the Policy Year, unused Health Care/Flexible Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 6.05.10 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care/Flexible Spending Accounts.
- 6.05.11 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 6.05.12 Eligible employees shall only receive a Health Care/Flexible Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time or permanent part-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 6.05.13 For the purposes of the administration of the Health Care/Flexible Spending Account the phrase "Policy Year" refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.
- 6.05.14 Each year, employees will elect whether to have their spending account credited as a Health Care/Flexible Spending Account or to have the dollar value paid out as taxable income. Should an employee not make an election, the default shall be that the amount shall be paid out as taxable income.

7 Dental Plan

- 7.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of a Plan with the City of Edmonton. Employees 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.
- 7.02 The City shall pay sixty-five percent (65%) and the member shall pay thirty-five percent (35%) of the required premium by payroll deduction.
- 7.03 Dental Plan Benefits
 - The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:
 - 7.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anaesthesia, house/hospital visits and special office visits.
 - 7.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (re-cementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
 - 7.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.

- 7.03.04 Fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of three thousand dollars (\$3,000).
- 7.03.05 Fifty percent (50%) reimbursement for tooth implants to a maximum of \$1,250 per implant and a limitation of two (2) implants per calendar year.
The cost of the appliance on top of the implant (e.g. the crown) will be managed above the implant maximum in accordance with 7.03.02 and 7.03.03.
- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar-month period, such members shall be eligible for the full benefits as described in article 7.03.
- 7.05 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 Alberta Blue Cross Usual and Customary Fees, whichever is less.
- 7.06 In the event that the expected costs of treatment or service exceeds five hundred dollars (\$500.00), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not they wish to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under article 7.06.

7.07 Limitations and Exclusions

7.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty-four (24) calendar-month period or in respect of charges for bite-wing films, where such films have been taken more than once in a six (6) calendar-month period.

7.07.02 Oral Examinations

Complete oral examinations more than once in a twenty-four (24) month period or recall examinations more than once in a six (6) month period, shall not be allowed for reimbursement.

7.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth and fluoride treatments shall be covered only once in a six (6) month period.

7.07.04 Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

- 7.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;
- 7.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;

- 7.07.04.03 charges for the replacement of an existing partial or full-removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial-removable denture or to existing bridgework unless:
 - 7.07.04.03.01 the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
 - 7.07.04.03.02 the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
 - 7.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.
- 7.07.05 There shall be no coverage or reimbursement under this Plan in respect of the following:
 - 7.07.05.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
 - 7.07.05.02 charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
 - 7.07.05.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
 - 7.07.05.04 charges for dental treatment required as a result of self-inflicted injury;
 - 7.07.05.05 charges made by a dentist for broken appointments or for completion of claim forms;
 - 7.07.05.06 charges for dental care or treatment which is only for cosmetic purposes;
 - 7.07.05.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
 - 7.07.05.08 charges for services rendered while not a member of this Plan;
 - 7.07.05.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
 - 7.07.05.10 charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist,
 - 7.07.05.11 charges resulting from injury due to voluntary participation in a riot or civil insurrection;
 - 7.07.05.12 services or supplies, or appliances intended for sport or home use, such as mouth guards, including but not limited to temporomandibular joint dysfunction and myofascial pain syndrome appliances; and/or
 - 7.07.05.13 charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred.
 - 7.07.05.14 charges for which a claim has already been submitted for reimbursement by a member's spouse.
- 7.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend for thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar-day period prior to the date of the last premium payment.
- 7.09 A member who retires prior to his/her normal retirement age may continue participation in the Dental Plan by paying the full premiums (City and employee portions) on a monthly basis.

Coverage for the member participating in the plan terminates:

- On the retiree's 65th birthday, or
- On the 91st day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care Plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- On their 65th birthday (if before retiree's 65th birthday), or
- On the retiree's 65th birthday, or
- On the 91st day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- The date the retiree opts out of the Dental Plan due to a life event,

whichever occurs first.

NOTE: Retirees who are non-residents of the province, and who were required to maintain participation in the Dental Plan (prior to the effective date of this agreement), will have a one-time opportunity to declare their intent to remain in the Dental Plan until age 65, or a life event.

7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the premium shall be paid for by the Long Term Disability Plan.

8 Out-of-Province 30 Day Emergency Medical Travel Plan

8.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the City's Out-of-Province 30 Day Emergency Medical Travel Plan.

8.02 The City shall pay 100% of the premium costs of such insurance.

9 GENERAL APPLICATION OF PLANS

The following provisions apply to the Supplementation of Compensation Award provisions, Income Replacement Plan, Income Protection Plan, ~~Group Life Insurance Plan, the Long Term Disability Plan,~~ the Supplementary Health Care Plan, the Dental Plan and Health Care/Flexible Spending Account, as contained in this Agreement.

9.02.04 For the purposes of all City benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories:

a) Spouse

Either

i) legal spouse of the member or,

ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous one (1) year period.

Where a spouse has previously been claimed as a dependent under the Plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i) or ii) above. In such circumstances the

previously claimed spouse shall be deleted. Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.

- b) Dependent Children (Children includes natural, legally adopted or step-children)
 - i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support.
 - ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required.
 - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) the common-law spouse satisfies the definition of dependent and,
- ii) evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.
- ii) A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

9.02.05 The words "Life Event" when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous one year period,
- Birth, adoption or change in custody of a dependant child,
- Divorce,
- Legal separation or the ending of a common-law relationship,
- Death of a spouse or dependant child,
- Loss of a spouse's or dependant child's coverage under the spouse's employer's plan, or
- Dependant no longer qualifies as a dependant under the plan.

9.03 Validation of Claims

9.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of him/her by the ~~employer City or the Adjudicator of a Plan~~, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him/her, any benefits and rights provided by these Plans shall be suspended for the period that the member so refuses.

9.03.02 An employee/member who is in receipt of ~~sick benefits from the Income Protection Plan, Income Replacement Plan, Long Term Disability Plan~~ or sick benefits under the Workers' Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the ~~employer City or a Plan Adjudicator~~ to substantiate and/or justify any claim for benefits. An

employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation benefits without obtaining prior approval from the **employer City or the appropriate Plan Adjudicator** shall not be entitled to receive such benefits for the whole of the period for which the employee is outside of the Edmonton area.

- 9.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the **employer City**:
- 9.03.03.01 the submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
- 9.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
- 9.03.03.03 completion of a medical assessment by a medical authority appointed by the **employer City or Plan Adjudicator**;
- 9.03.03.04 such other reasonable processes as may be necessary to validate the claims.
- 9.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.
- 9.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.
- 9.03.06 An employee/member shall be responsible for any cancellation fees for failure to attend upon a physician should the employee/member agree to the appointment and then fail to attend without the required notice as prescribed by the Physician and/or a medical justification for failing to attend.
- 9.04 Participation in Benefit Plans While on Leave of Absence
- Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences, choose one of the following options:
- 9.04.01 1) make arrangements through the **employer who will process the arrangement through the payroll/benefits section of the City their department** to pay both the **Employer City** and employee portions of the **Group Life Insurance (Group Life relevant to those employees who are also employees of the City)**, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall pay such required contributions prior to commencing the leave of absence (**payment of LTD contributions is only relevant to those employee who are members of the City LTD plan**): Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired.
- 9.04.02 2) make arrangements through the **employer who will advise the payroll/benefits section of the City payroll section of their department to sign a declaration which provides** that the employee will not continue **their** membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans

during the period of leave of absence (~~items as applicable to each employee's entitlement~~). Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, upon re-entry into the Dental Care Plan have benefits limited in accordance with article 7.04.

- 9.04.03 An employee who does not undertake one of the options provided for in article 9.04 shall, for all benefit plan purposes, be considered to have selected option number two (2) and will be bound by the conditions therein.
- 9.04.04 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.
- 9.04.05 The provisions of article 9.04 shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection ~~or Long Term Disability Benefits~~ as provided for in accordance with article 9.03, Part I, Maternity Leave.

9.05 Benefit Entitlement During Layoff

Employees who are laid off ~~from the civic service~~ shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

9.06 Coordination of Major Medical and Dental Benefits

The member is eligible to coordinate their benefit reimbursement claims with their eligible dependant when the dependant is covered by another benefit plan.

10 Administration of Plans

- 10.01 ~~A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.~~
- 10.02 ~~In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the collective agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of their entitlement and shall allocate such funds to the appropriate Plan.~~
- 10.03 ~~An advisory committee shall be formed in respect to each Plan named in this collective agreement or the parties may mutually agree to establish one advisory committee to review all Plans named in this collective agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of an equal number of representatives from the Union and the City.~~

~~The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals, and shall consist of three (3) representatives from the City and three (3) from the Union.~~

On behalf of United Steelworkers 1-207:

[Redacted Signature]

Date: March 15 2021

On behalf of Civic Service Union 52:

[Redacted Signature]

Date: March 11, 2021