

2022-2023  
COLLECTIVE AGREEMENT  
between



THE CITY OF  
**Red Deer**

and  
Local 254  
of  
The International Brotherhood of Electrical Workers



LOCAL 254



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## **COLLECTIVE AGREEMENT**

- between -

**THE CITY OF RED DEER**, a Municipal Corporation in the Province of Alberta (hereinafter referred to as the 'City')

- of the first part -

- and –

**LOCAL 254 of THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS** (hereinafter referred to as the 'Union')

- of the second part -

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## **COLLECTIVE AGREEMENT ADMINISTRATION**

### **ARTICLE 1      TERM OF AGREEMENT**

- A. This Agreement shall be effective as of the 1st day of January 2022 to the 31st day of December 2023.
- B. Either party to this Agreement may within a period of not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding that date of expiry of this Agreement by notice, require the other party to this Agreement to commence bargaining. All terms of this Agreement shall remain in full force and effect during negotiations in accordance with the Labour Relations Code. Should such notice not be given by either party, this Agreement shall continue in full force and effect until the 31<sup>st</sup> day of

December 2024, and so on for each succeeding yearly period or until such time as the required notice has been given.

The union and employer may enter into mutual agreements i.e. Letters of Understanding at any time.

All mutual agreements included in the collective agreement or agreed to during the term of the collective agreement, i.e. Letters of Understanding, shall be reviewed at the expiry of this Agreement.

## **ARTICLE 2            PURPOSE OF AGREEMENT**

The purpose of this Agreement is:

- A. To maintain a harmonious and cooperative relationship between the City and employees covered by this Agreement (hereinafter referred to as 'employees').
- B. To provide an amicable method of settling differences or grievances which may arise between the City and the employees.
- C. To promote the mutual interests of the City and employees.

## **ARTICLE 3            UNION RECOGNITION AND CHECKOFF**

- A. This Agreement covers and the City recognizes the Union as the sole bargaining agent for all employees covered by the Union's Certificate No. 940-90, dated October 18, 1990, issued by the Alberta Labour Relations Board, and all positions listed in Schedules 'A' and 'B' hereafter attached.
- B. All employees covered by this Agreement shall pay Union dues whether or not they are a member of the Union, and such dues shall be deducted from the salary cheque of each employee covered by this Agreement after the employee has received pay in two (2) successive pay periods and bi-weekly thereafter.



- C. The City agrees to the monthly checkoff of normal Union dues. The Union agrees to notify the City if there is any change in the amount of Union dues which the City is authorized to deduct under this Agreement.
- D. The City agrees to remit the same to the Union on or before the 15th day of the month following.
- E. The City agrees to pay for up to three (3) Union officers while they attend negotiations, grievances and arbitration procedures.

#### **ARTICLE 4           MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, the Union recognizes that it is the right of the City to exercise the regular and customary function of management and to direct the forces of the City.

#### **ARTICLE 5           GRIEVANCE PROCEDURE**

- A. The City and the Union jointly recognize the desirability of preventing grievances through the use of good judgement, good communications, and clear directives by both parties.
- B. When a dispute involving a question of general application or interpretation of this Agreement occurs, the Union or The City may be considered as the grievor.
- C. If any difference concerning the interpretation, application, operation, or any alleged contravention of this Agreement or any question as to whether any difference is arbitrable arises between the parties or persons bound by the Collective Agreement, it will be dealt with according to the following procedure:
  - (i) For Employee initiated grievances:
    - a) Prior to processing a formal written grievance, a conversation must take place between the employee, their union steward, and their immediate supervisor with the intent of resolving the issue. Conversations shall take place within ten (10) working days from the date of the incident prompting the grievance, or from the time the complainant first became aware, or

reasonably should have become aware, of such incident, failing which, such grievance will not be considered.

- b) An individual termination grievance will be submitted directly to Step 3, to the General Manager of Community Services.

**Step 1:**

- c) All formal grievances must be referred to the Department Head or to a representative designated by The City, in writing, within ten (10) working days after the conversation between the employee, the union steward and supervisor took place.

**Step 2:**

- d) If the Department Head or designate is unable to adjust the grievance in writing within ten (10) working days from the date of receiving the grievance to the satisfaction of the grievor, the Union will notify the General Manager, Community Services, or designate in writing within a further ten (10) working days requesting that they hear the grievance.

**Step 3:**

- e) If the General Manager or designate is unable to adjust the grievance in writing within ten (10) working days from the date of receiving the grievance to the satisfaction of the grievor, the Union will notify the City Manager, or designate in writing within a further ten (10) working days requesting that they hear the grievance.

**Step 4:**

- f) In the event the grievance has not been satisfactorily adjusted within fifteen (15) working days from the date of submission to the City Manager or their representative, the matter may, on the application of either party, within the next ten (10) working days, be submitted for final determination to binding arbitration by a single arbitrator.

- g) If it is not possible to mutually select an arbitrator, then the Minister of Labour and Immigration of Alberta shall name the arbitrator.
  - h) Subject to mutual agreement between The City and the Union, arbitration proceedings, as herein provided, may be carried out using a board of arbitration. One (1) arbitrator to be chosen by The City and one (1) by the Union. The two (2) arbitrators so appointed must select a third (3<sup>rd</sup>) arbitrator and the third (3<sup>rd</sup>) member shall act as chairperson of the board. If it is not possible to select a chairperson in this way, then the Minister of Labour and Immigration of Alberta shall name the chairperson.
  - i) The board of arbitration or single arbitrator, as the case shall be, shall not make any decision which is inconsistent with the provisions of this Agreement, nor add to, detract from, or in any manner alter or amend any part of this Agreement.
  - j) Each party shall bear the expense of its nominee. The parties shall jointly share the expense of the chairperson or the arbitrator, in case of a single arbitrator.
  - k) Where an Arbitrator or Board of Arbitration, as the case shall be, determines that an Employee has been discharged or otherwise disciplined by the City for cause, and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Board of Arbitration as the case shall be, may substitute such other penalty for the discharge or discipline as it deems just and reasonable in all circumstances.
- (ii) Policy grievances initiated by the Union or City
- a) Prior to processing a formal written grievance, a conversation must take place between The City and Union Assistant Business Manager, with the intent of resolving the issue. Conversations shall take place within ten (10) working days from the date of the incident prompting the grievance, or from the time the complainant first became aware, or reasonably should have become aware of such incident, failing which, such grievance will not be considered.
  - b) Should the parties not be able to reach a resolution to the above matter within ten (10) working days of the conversation taking place the party with the concern will present a formal grievance in writing.

City initiated grievances will be submitted to the Union Business Manager or their designate. Union initiated grievances will be submitted to the City Manager or their designate.

- c) In the event the grievance has not been satisfactorily adjusted within ten (10) working days from the date of submission, the matter may, on application of either party, within the next fifteen (15) days, be submitted for final determination to binding arbitration by a single arbitrator.
  - d) The provisions of C(i)(f) through C(i)(j) apply from this point of the process forward.
- D. Time periods in this article shall be deemed to exclude Saturdays, Sundays, and holidays. The time limits expressed in the foregoing shall be observed by both parties, however, any one or all of the time limits, as expressed, may be extended by mutual agreement.
- E. All grievances shall receive fair, just, and speedy consideration by all concerned with their adjustment.

## **EMPLOYMENT**

### **ARTICLE 6            DEFINITION OF EMPLOYEES - IN THIS AGREEMENT**

- A. A 'probationary' employee is a newly hired employee who is serving the required probationary period of six (6) months for all positions covered by this agreement.
- B. A 'trial' employee is an employee serving a four (4) month trial period.
- C. A 'permanent' employee is one who has completed six (6) consecutive months' probationary period or four (4) months' trial period in a permanently established position.

- D. A 'temporary' employee is one who is appointed on a temporary basis and for whom no permanent position is available on the establishment of a department.

A temporary employee who has accumulated twelve (12) months of service shall be entitled to Supplementary Medical and Dental coverage, Group Life, 50% Alberta Health Care premium, and casual sick hours accumulation. Increments in Schedule A and B will be based on accumulated service. A twelve (12) month layoff automatically cancels any right under this clause.

- E. A "Journeyman" shall be an employee qualified under the Alberta Apprenticeship and Industry Training Act.
- F. "Apprentices" are persons who are in the process of completing an electrical trade registered under the Alberta Apprenticeship and Industry Training Act. Equivalencies recognized by the Act will be recognized by The City of Red Deer.

## **ARTICLE 7 PROMOTIONS, DEMOTIONS AND REDUCTIONS**

- A. When a permanent position within the scope of this Agreement is created or becomes vacant, the notice of the vacancy shall be posted on department notice boards for five (5) consecutive working days in order that employees may have the opportunity of applying for the position. One (1) copy of the vacancy notice shall be forwarded to the Union Recording Secretary. Promotions shall be made from the permanent staff provided that, in the opinion of the City, the applicants have the necessary qualifications and ability. In promotions, demotions and reductions, qualifications, ability and seniority are to be considered. If qualifications and ability are equal, then seniority shall prevail. In the event a position is not to be filled immediately, the Union will be advised and given the reason why it is not being filled.
- B. When an employee changes status to a permanent position or transfers or is promoted to a different classification within this collective agreement, the employee shall be placed on trial for a period of four (4) months. Should the employee prove unsatisfactory during the said trial period in this position or find themselves unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority or previous wage or salary. If the former position no longer exists, then the employee is laid-off. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority or previous wage or salary.

- C. When an employee is transferred to another department by the City, such employee shall be permitted to retain (for a period not to exceed six (6) months from date of transfer) his seniority in the department from which he was transferred.
- D. When a new classification is added to the establishment of the department, the City shall notify the Union of such classification and shall negotiate with the Union the rate for the proposed classification.
- E. When a temporary internal position is anticipated to be of six weeks duration or longer, the same shall be posted in the department for five (5) working days. Selection from the applicants shall be made on the same basis as for a vacancy in a permanent position. An employee senior to an employee who is placed in a temporary senior assignment may request the reasons for the decision in writing. A copy of this assessment will be placed on the employee's personnel file.

#### **ARTICLE 8 SENIORITY**

- A. Seniority, for the purpose of promotion, layoff and recall, is the length of continuous service as a permanent employee with the City in jobs covered by Local 254, IBEW. Temporary employees who later become permanent shall have their seniority date adjusted to take into account any periods of layoff since their original hire date. This clause is subject to the special provisions in Article 6. F regarding apprentices.
- B. Re-engagement of Former Employees - when an employee leaves the City's service or is dismissed for cause and later is re-engaged, their seniority shall date only from the time of their re-engagement.

#### **ARTICLE 9 DISCIPLINE AND TERMINATIONS**

- A. Except for cause, employees who are laid off due to a lack of work will be given an allowance in accordance with the Province of Alberta Employment Standards Code.
- B. In the event of the reduction in the staff of any department by the City, seniority and ability in such department shall govern.
- C. Subject to such variations as may be arranged with the Department Head, any

permanent employee who desires to sever their employment shall give two (2) weeks' notice to the City.

- D. In all cases where the Employee concerned wishes to grieve a dismissal or discipline, they may initiate their grievance at the level of management from which the decision was issued in accordance with Article 5. In all cases of dismissal, the parties may mutually agree to proceed directly to arbitration and waive the grievance procedure.
- E. Whenever the City or supervisor deems it necessary to discipline or reprimand an employee for any reason and indicates that a suspension or dismissal may result if the employee does not improve, the supervisor shall, within ten (10) days, give a written decision of discipline to the employee involved with a copy sent to the Recording Secretary of the Union. The employee's reply to such complaint will be included on or attached to the reprimand or disciplinary report and become part of the report. Reprimands, disciplinary reports, and notices of suspension shall not be used against an employee after twenty-four (24) months following the date of issue, providing there are not any occurrences within that time. All occurrences shall remain a part of the employee record until a period of two years without incident has passed. The employee concerned may request the presence of a Union representative before answering to charges.

## **ARTICLE 10            ADDITIONAL EMPLOYMENT**

- A. If an employee engages in additional employment while an employee of the City, the following conditions shall prevail:
- The additional employment shall not affect or interfere with the employee's performance of City work.
  - The additional employment shall not create conflict of interest with the business of the City.
  - The employee shall notify the employer of the nature of their additional employment.

## **ARTICLE 11 HIGH VOLTAGE WORK**

- A. All wires carrying a potential of seven hundred and fifty (750) volts or over (as specified in the Occupational Health & Safety Code Part 40, Section 804) between conductors, or between conductors and ground, shall be considered as high voltage.
  
- B. There shall be at least two (2) City of Red Deer Journeyman working together on high voltage conductors. In the case of trouble, however, one (1) Journeyman may be sent out alone to standby until another can be obtained. From dusk to dawn there shall be two (2) City of Red Deer Journeyman working on any energized equipment.

## **ARTICLE 12 SUPERVISION**

During any electrical work Labourers and Utility Workers shall work under the supervision of a Journeyman.

## **HOURS AND LEAVE**

### **ARTICLE 13 HOURS OF WORK**

- A. The regular hours of work for employees shall not exceed an average of eight (8) hours per day or forty (40) hours per week between the hours of 7 a.m. and 5 p.m.

Starting and finishing times may be advanced, or delayed, up to (1) hour with mutual agreement between the City and the Union.

Normal days off shall be Saturday and Sunday.

- B. Where it can be demonstrated that the work required can be more effectively performed at times other than those normally worked, the employer must provide the employees and the Union with a minimum of five (5) days' notice of change upon mutual agreement between the Employer and the Union. The Union will consider the request in good faith.



C. Rest Period

A rest period of ten (10) minutes in the morning and afternoon of each day will be permitted, provided this time is spent at the place of work at that time. No more than one (1) person from any crew shall be permitted to enter a shop, store or other business premises for the purpose of obtaining coffee or other supplies (which shall not be consumed on the premises) and this shall be permitted only if such premises are in the immediate locality of the job and the safe working of the crew is not jeopardized by their absence.

D. Inclement Weather

During wet, stormy, and extremely cold weather inside work may be provided for those permanent employees who usually work outside. The decision as to when such weather conditions exist primarily rests with the Line Foreman, subject to redirection by the General Electric Foreman.

**ARTICLE 14            HOLIDAYS**

A. The following shall be considered holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve (1/2 day)
Canada Day	Christmas Day
Civic Holiday in August	Boxing Day
Family Day	
National Day for Truth and Reconciliation	

and all holidays proclaimed by the City of Red Deer and/or the Government of Alberta and/or the Government of Canada shall also be observed, except where such proclaimed holiday(s) is/are in lieu of the above-named holiday(s), in which case the proclaimed holiday(s) only shall be observed in lieu of the named holiday(s).

B. If a holiday falls on an employee's regular day off, they shall be entitled to take a regular working day off in lieu of such holiday. The working day in lieu shall be established by the City and shall be the working day or working days prior to or subsequent to the holiday(s).

- C. Employees who have worked for the City of Red Deer thirty (30) days in the previous twelve (12) months shall receive the holidays without loss of regular pay provided they work their scheduled shift immediately preceding, and immediately following the holiday, or are on approved leave of ten (10) working days or less duration or are on sick leave and comply with Article 14. F.
- D. If an employee, other than a shift worker, is required to work on a paid holiday, they shall receive a regular day's pay and double (2x) time for the hours worked.
- E. If a holiday falls on a shift worker's day off, they shall receive a regular day's pay and if called to work double (2x) time for any hours worked.
- F. A supervisor who suspects misuse of sick leave when an employee is absent his scheduled working shift immediately preceding, on, or following the holiday may require a medical certificate. Failure to comply with this requisite shall result in loss of pay.

## **ARTICLE 15 ANNUAL VACATION**

- A. Vacation entitlement will accumulate from the first date of permanent employment. Permanent employees will be entitled to the following earned vacations:

Three (3) weeks' vacation after one (1) year of continuous service.

- During the first year of service vacation will accrue each pay period at the two (2) week rate and upon the completion of one (1) year of continuous service an additional week will be added to the employee's vacation bank to a total three (3) weeks' vacation after one (1) year of continuous service.
- If an employee does not complete one (1) year of continuous service, the employee will be paid out all vacation accrued up to the date of termination.

Four (4) weeks' vacation after eight (8) years' continuous service.

Five (5) weeks' vacation after fifteen (15) years' continuous service.

Six (6) weeks' vacation after twenty-four (24) years' continuous service.

- B. Temporary employees will accumulate vacation pay at the rate of four percent (4%) of straight-time earnings, except a temporary who attains one (1) year of continuous service will accumulate at the same rate as permanents that first year of continuous service and for each year of continuous service thereafter. Temporary employees who subsequently are appointed to permanent positions shall have their anniversary date for vacation purposes adjusted to encompass the preceding period of continuous temporary service.
  
- C. All employees shall be entitled to take their annual vacation when they so desire, subject to the City's requirements; should a dispute arise, preference as to when an employee may take their vacation shall be governed by seniority for vacation purposes (date of appointment to a permanent position).
  
- D. If a holiday falls or is observed during or adjacent to an employee's annual vacation, that day shall not be considered a day of vacation but shall be paid as a holiday in accordance with this section.
  
- E. The City agrees to post a blank holiday roster by March 1st of each year. All requests made and entered on it by May 15th shall have priority over later requests notwithstanding seniority. An approved schedule will be compiled and posted by May 30th.
  
- F. Employees must utilize their annual vacation entitlement each year except employees, subject to Department Head approval and for a specific purpose, may carry over one (1) week of vacation entitlement per year to a maximum accumulation equal to their annual entitlement. On the employee's anniversary date, vacation pre-approved to be carried over must not be greater than the employee's annual entitlement. This is in addition to the current years' entitlement.

**ARTICLE 16      SICK LEAVE**

- A. All permanent employees shall accumulate sick leave after four (4) months of service at the rate of one (1) day per month or at a prorated rate for employees working less than the normal hours per month.

No employee may have more than eighty (80) days of sick leave to their credit.

- B. All employees shall, prior to or within thirty (30) minutes of the commencement of their scheduled shift, notify their supervisor that they will be unable to report for work due to sickness.
- C. A supervisor who suspects misuse of sick leave or for an absence of more than three (3) days may request medical documentation prior to the employee returning to work.
- D. Failure by an employee to comply with the requirements of Article 16. B or C may result in the employee losing entitlement to pay for the absence.
- E. Any sick leave standing to the credit of an employee laid off shall remain to his credit for a period not exceeding twelve (12) months.

During any period of layoff, the employee shall not be entitled to any sick leave with pay.

The City's obligation in granting of accumulated sick leave shall cease immediately when an employee is separated from the City's employment for any reason other than layoff.

- F. The City will provide an Employee Disability Support Plan benefit. The Employee Disability Support Plan shall be administrated according to the agreed Employee Disability Support Plan regulations.

To be eligible to draw coverage from the Employee Disability Support Plan a permanent employee must have been sick for more than ten (10) working days and used their own sick leave to cover said days. If a permanent employee does not have ten (10) days of accumulated sick leave to their credit they must wait the remaining days of said ten (10) day period before receiving benefits from the Employee Disability Support Plan.

Employees suffering from an addiction problem, who are actively engaged in an employer recognized treatment program, shall be eligible to apply for coverage from the Employee Disability Support Plan while absent and may receive benefits until

certified fit to return to modified or regular duty by a recognized addictions professional or until Employee Disability Support Plan benefit has been exhausted.

- G. When employees have sufficient accrued time, they are paid 100% of their regular earnings for up to six (6) casual sick leave incidents.

An incident is defined as an occurrence of sick time separated by days at work. Employee Disability Support Plan incidents or medically documented on-going condition absences, Family Leave, and medical appointments would not be counted as incidents.

- H. After six (6) sick leave incidents, employees are paid 90% of their regular earnings for new sick leave incidents for the rest of the payroll year.

## **ARTICLE 17 ACCIDENTS**

- A. When any employee is incapacitated and unable to work as a result of an accident of any kind while engaged in the City's service, he shall collect a direct payment from the Worker's Compensation Board in the amount legislated under the Workers' Compensation Act.

Permanent employees will pay to The City the employee portion of benefits (e.g., Alberta Health Care, Pension) and other usual deductions (e.g., RRSP contribution, etc.).

Permanent employees will receive their regular pay for two pay period endings after the accident with the WCB cheque to be paid back as soon as the payment is received from WCB.

In cases where the permanent employee's gross salary is greater than WCB's gross salary cap, The City shall pay the permanent employee, on a bi-weekly basis, the difference between their bi-weekly gross pay and the bi-weekly WCB gross salary cap less the employee's usual deductions.

- B. Where a permanent employee is killed or permanently incapacitated and unable to work as result of an accident arising directly out of the course and in the scope of their

employment in the City service, the following provisions shall apply:

Where a permanent employee is killed as provided hereunder, his legal spouse shall, subject to the following conditions, receive from the City each month an amount equal to the net monthly regular pay, after normal deductions, that such an employee would have received had his employment not been terminated by death, such payments to terminate when the widow remarries or at the date the deceased employee would have reached their 85 pension factor and minimum 55 years of age or reached 65 years of age, whichever is the earlier, provided:

- (i) That any benefits payable to the widow under any Workers' Compensation legislation, Criminal Injury Compensation legislation, Canada Pension Plan, City of Red Deer Pension Plan, or any other pension plan or annuity, or any of their equivalents that have not been personally contracted for by such deceased employee, his widow or any member of his family by reason of the deceased employee's death, shall, upon being awarded to such widow, be deducted from said payments being made to the widow by the City, and
- (ii) That on the date that the deceased employee, if alive, would have reached their 85 pension factor and minimum 55 years of age or reached 65 years of age, whichever is the earlier, their said widow, if they had not remarried, shall receive each month, in lieu of such payments, an amount equal to the monthly pension to which they would have been entitled as a widow had the deceased employee died subsequent to their retirement in the same manner and under the same conditions as may be provided in any City pension plan or its equivalent then in existence.

In lieu of the following provisions, a lump sum cash settlement may be agreed to in writing between the widow of such deceased employee and the City.

Where a permanent employee is permanently incapacitated as provided herein, they shall, subject to the following conditions, continue to be paid their full wages as if their employment was continuing until such time as such employee would have reached their 85 pension factor and minimum 55 years of age or reached 65 years of age, whichever is the earlier, provided:

- (i) That any benefits payable to such employee under any Workers' Compensation legislation, Criminal Injury compensation legislation, Canada Pension Plan, City of Red Deer Pension Plan or sickness and accident plan, any other pension plan, sickness and accident plan or annuity or any of their equivalents not personally contracted for by such employee or any member of their family shall, upon being awarded to such employee, be deducted from the said payments being

made by the City, and

- (ii) That where such employee at any time becomes capable of being employed but refuses reasonable employment, the responsibility of the City under this clause shall cease and determine until such time as such employee takes gainful employment.
- (iii) That where such employee becomes gainfully employed any remuneration received by such employee therefrom shall be deducted from the said payments being made by the City under this Agreement.
- (iv) That where such employee at any time becomes gainfully employed and the remuneration received by such employee therefrom exceeds what they would be entitled to receive from the City under this Agreement the responsibility of the City to pay any further wages under this clause shall cease and determine.

#### **ARTICLE 18 LEAVE OF ABSENCE**

- A. A permanent employee may be entitled to leave of absence without pay and without loss of seniority or previously accumulated service-related allowances and benefits when they request such leave for good and sufficient cause. Such written request shall be in possession of the Employer no less than two (2) weeks prior to the requested commencement of leave. However, requests made within the two (2) week notice period will be considered. A written response to the request will be provided outlining the rationale for the decision. There shall be no accumulation of service-related benefits and no access to disability benefits during leaves of absence which exceed ten (10) working days. The Employer will also advise the employee whether they will be eligible for disability benefit coverage on the scheduled date of return from leave.

Employees ineligible will be required to return fit for work prior to becoming eligible for disability benefits.

- B. When it is necessary for an employee to make their application for leave of absence to perform duties of any office in their local Union or of the parent Union, such request shall have priority over all other applications. The application must be made in writing through the Union to the Department Head, and if refused then to the General Manager, Community Services or Designate, and the City agrees, if at all possible, to grant the request, and the employee shall retain their seniority rights in this department. The decision of the General Manager, Community Services shall be final.
- C. Employees granted leave of absence without pay in excess of ten (10) working days shall make arrangements through the Human Resources Department to pay both the City and

employee portion of applicable benefit premiums before their leave of absence commences.

- D. When an employee overstays their leave of absence without permission of the General Manager, Community Services Services, they shall automatically forfeit their position with the City.

#### **ARTICLE 19 BEREAVEMENT LEAVE**

- A. Employees covered by this Agreement will be entitled, on death of an 'immediate relative,' to paid bereavement leave of three (3) consecutive working days. Up to two (2) working days can be added for the purpose of travelling time provided the distance to the immediate relative exceeds 300 kms one way.
- B. An 'immediate relative' shall mean the employee's legally recognized spouse, father, mother, sister, brother, mother-in-law, father-in-law, step-mother, step-father, sister-in-law, brother-in-law, legally recognized children, son-in-law, daughter-in-law, grandparents and grandchildren.
- C. When the Employee can demonstrate a close relationship with another relative who is not an immediate family member, the Supervisor may consider the relative an immediate family member for the purposes of this clause.
- D. It shall be the obligation of the employee to provide evidence of the facts of the case to the satisfaction of their Supervisor before they shall be entitled to bereavement leave as indicated in Article 19 A, B and C.

#### **ARTICLE 20 FAMILY EMERGENCY LEAVE**

The employee may be granted, after notifying their supervisor, leave with pay to be drawn from their personal sick leave accumulation, up to five (5) days per calendar year for the purposes of:

- making arrangements for care as are necessary to permit the employee's return to work in the case of illness of a member of an employee's immediate family who permanently resides with the employee and where no one at home other than the employee can provide for the needs of the ill person.



- attending to an employee's critically ill immediate relative.

Before such leave is granted, the employee must provide an explanation of the need for such leave.

## **ARTICLE 21 PERSONAL LEAVE**

An employee shall be eligible to apply for Personal Leave for up to a maximum of sixteen (16) hours per calendar year. If the request is approved, the time required shall be deducted from the employee's accumulated sick leave credit.

New employees shall be eligible to use the entitlement after their first year of employment.

Personal Leave may be taken at any time within the calendar year, by mutual agreement between the employee and the supervisor provided a minimum of twenty-four (24) hours' notice is given. Personal Leave must be used in minimum of four (4) hour increments.

If an employee resigns or terminates employment and has used more than their entitlement, they will be responsible to repay any personal level that exceeds the entitlement.

Unused portions of personal leave that remains at the end of the calendar year are forfeited.

## **ARTICLE 22 EMPLOYEE MEDICAL AND DENTAL APPOINTMENTS**

Where practical, permanent employees are expected to arrange for medical and dental appointments outside of "normal" work hours (ie. After hours, lunch breaks, earned days off, etc.). Where this is not practical, the employee can request time off work, which would be deducted from available family emergency leave. Leaves for these appointments only apply to the employee.

## **ARTICLE 23 FUNERAL LEAVE**

In each twelve (12) month period up to eight (8) hours leave of absence with pay to attend funerals may be permitted at the discretion of the Department Head.

Any additional leave with pay for this purpose will be at the discretion of the Department Head.

**ARTICLE 24 MATERNITY, PARENTAL, AND ATTENDING LEAVE**

Employees covered by this agreement will be able to access the various forms of Parenting Leave (i.e., Maternity, Parental, and Attending) in accordance with the current City of Red Deer Administrative Policy on Parenting Leave and Provincial Employment Standards Legislation.

**ARTICLE 25 COURT DUTY**

Any employee who is subpoenaed for jury duty or as a witness in a civil case in which the City Solicitor certifies the City as having an interest, or where called as a witness in a criminal case which the City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

**PAY AND PAY PREMIUMS**

**ARTICLE 26 PAY DAYS**

All employees shall have their pay directly deposited to an account of the employee's choice in a bank or other financial institution every second Friday. At The City's discretion cheques may be issued to employees. It is understood that each employee's pay is subject to a holdback of five (5) days.

**ARTICLE 27 RATES OF PAY**

Salaries and wages shall be paid under this Agreement according to the Schedules A and B appended hereto and which become part of this Agreement and shall be on the basis of forty (40) hours a work week.

**ARTICLE 28 OVERTIME**

- A. Work during any period other than regular working hours shall be at double (2x) time rate.
- B. Employees having to work beyond the end of their normally scheduled shift shall receive a double (2x) time rate for all time worked.

- C. Any employee required to work through or during their normal lunch break (between the hours of 12 noon and 1 p.m.) shall be paid at double (2x) time for their lunch break.
- D. No employee shall be required to take time off in lieu of overtime pay.
- E. Employees shall be provided with a thirty (30) minute break and will be reimbursed for a meal (as per current City policy) after every four (4) hours of continuous overtime worked.

### **ARTICLE 29 CALL-OUT**

- A. An employee, who is called out to work, outside their regular scheduled hours shall be paid a minimum of two (2) hours pay at overtime rates. Actual worked time includes time from call-out to completion of work and return to the shop, plus fifteen (15) minutes as allowance for travel, for calls exceeding two (2) hours.
- B. An employee called out more than once during the two (2) hour period specified above shall not receive any further overtime credits until the two (2) hour period has elapsed.
- C. An employee called in within one hour of their regular starting time will be paid overtime until their starting time.

### **ARTICLE 30 INFRINGEMENT**

Any employee performing overtime work for a period of four (4) hours or more (\*actual worked time, need not be continuous) shall be paid at overtime rate for his next regular shift, providing the period of four (4) hours or more is within twelve (12) hours of the next shift and infringes on the eight (8) hour period immediately prior to his next regular work period by one (1) hour or more.

The Employee is required to notify the General Foreman in circumstances where this Article is applicable prior to the next regular shift. The City reserves the right for the Department Head, or their designate at their discretion, to instruct any employee having worked excessive overtime hours during an emergency, to absent themselves during regular working hours for the purpose of resting for safety reasons. An employee, concerned for their safety because of excessive overtime hours, may also decide to absent themselves. The employee shall be paid their regular wage rate for such hours.

**ARTICLE 31**      **BANKED OVERTIME**

- A.      An employee may, at their option, request The City to credit their full overtime pay to their overtime bank to a maximum accumulated dollar equivalent of eighty (80) hours. Overtime worked during a declared disaster cannot be banked and shall be paid out.
  
- B.      Upon five (5) days' notice by the employee to The City, the time equivalent of dollar amounts of their banked overtime shall be scheduled, by The City, as time off with pay, at a time mutually agreed to by the employee and The City subject to operational requirements and the provision that not more than one (1) Line Foreman, two (2) Linemen, two (2) Utility Workers, two (2) Technologists, two (2) Designers shall be absent at any one time. The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's vacation overtime bank by the employee's regular rate of pay at the time vacation overtime is to be taken.

**ARTICLE 32**      **SENIOR WORK**

When the Employer determines senior work is required, the employee temporarily assigned to the senior work will be remunerated as follows (in all cases the senior work rate shall not exceed the rate of the senior position):

- A.      A trade employee assigned as a Foreman will be paid at 110% of the employee's current salary.
  
- B.      If two or more trade employees are working together, and no one of them is a permanent foreman, and they are not part of a larger crew working on the same project overseen by a permanent foreman, then one shall be appointed to be in charge and shall be paid at 107.5% of the employee's current rate.
  
- C.      A trade employee assigned as in charge of the service truck shall be paid at 107.5% of the employee's current salary.
  
- D.      An employee assigned to a senior non-union position shall be paid at 110% of the employee's current salary.

- E. A non-trade employee assigned to a senior position shall be paid at 105% of the employee's current salary.

A Journeyman awarded a permanent Foreman position shall start at Step 1 and move to Step 2 after working a total of 2080 hours as a Foreman including previously assigned Foreman work.

### **ARTICLE 33            STANDBY**

- A. Employees required to remain within telephone or radio telephone contact and available to answer and required to respond to emergency and service calls during off-duty hours and, as necessary, act as crew foremen, shall be paid for such standby for each week from Friday at the conclusion of regular hours to the following Friday at the conclusion of regular hours:

Employees will receive twelve (12) hours pay at the current Line Foreman (Step 2) rate of pay for each week of standby performed. These dollars are allowed to be all banked in accordance with Article 31 A. or all paid out plus, an additional three (3) hours at the current Line Foreman (Step 2) rate of pay for each holiday (excluding the Christmas Eve ½ day) that occurs in such standby period, with these dollars allowed to be all banked in accordance with Article 31 A. or all paid out.

- B. No permanent employee with less than 6 months departmental experience will be scheduled for standby. No temporary employee with less than 12 months accumulated experience will be scheduled for standby.
- C. There must be mutual agreement between the employee and General Electric Foreman prior to changes in standby personnel.
- D. An employee while on standby is required to remain within eighteen (18) kilometres of the intersection of 50 Avenue and 50 Street of the City of Red Deer and be fit for duty. Any employee living outside of the corporate boundaries of the City of Red Deer, shall make every reasonable effort to ensure that they will be able to attend their shifts and to respond to emergencies.

**ARTICLE 34            WORK AT HEIGHTS OF SIXTY-FIVE FEET (65 FT) OR MORE**

Employees climbing on poles, timbers, bridges, towers or fixtures of an elevation of sixty-five (65) feet or more from the point where such timbers, bridges, towers or fixtures rest upon, is affixed to, or is inserted in the ground shall be paid at double (2x) the schedule rate and if overtime is being worked the rate of pay would be three times (3x) the schedule rate. No time shall be less than one (1) hour's pay at the above rate.

**ARTICLE 35            APPRENTICESHIP**

- A.        Unless hired into a permanent position an apprentice shall hold the status of temporary employee.
  
- B.        During the last twelve (12) months of apprenticeship they shall be expected to do, if required, the same class of work as Journeyman, however, they shall not be required to work on high voltage wires unless under the supervision of a Journeyman.
  
- C.        If a Journeyman Lineman/Powerline Technician position is posted during the 4<sup>th</sup> year of an apprenticeship, that employee will be considered for the position on the same basis as qualified external applicants. Otherwise, the apprentice shall be laid off when they complete their apprenticeship.
  
- D.        Apprentices shall be paid while working and/or attending apprenticeship classes on a graduated scale with a differential between each step according to the following formula:  
  

First Year	60% of Step 1 Journeyman Rate
Second Year	65% of Step 1 Journeyman Rate
Third Year	75% of Step 1 Journeyman Rate
Fourth Year	85% of Step 1 Journeyman Rate
  
- E.        The Apprentice shall be required to complete an EI application for the duration of the training allowance. Form EMP 2270E (80-81). In addition, the apprentice shall retain any compensation received from the Province of Alberta Apprenticeship Board.

- F. In addition to following the Apprenticeship Guidelines it is agreed:
- A thirty (30) dollar per day living allowance for each day the Apprentice is attending technical training outside of Red Deer.
  - The above financial assistance is only available provided the employee enters into a return service agreement with The City of Red Deer. If the employee resigns prior to one year after accepting the above financial assistance, the employee will be required to reimburse The City of Red Deer the full amount derived from dividing the number of months not served by the twelve (12) month requirement.

## **BENEFITS**

### **ARTICLE 36 GROUP LIFE INSURANCE**

- A. The City shall pay the full premium group life insurance plan in respect of the first \$25,000 of coverage and the employee shall pay the premium cost of over \$25,000. The coverage shall be twice the employees' annual salary.
- B. Permanent full-time and permanent part-time employees may request and have access to The City's optional group life insurance programs at their own expense.
- C. Upon termination or retirement, The City insurer will offer the employee the option of converting to a private life insurance plan. Premiums to be paid by the employee.

### **ARTICLE 37 MEDICAL AND DENTAL INSURANCE**

- A. The employee shall be responsible for fifty (50%) percent of the premium cost of Alberta Health Care Insurance.
- B. The City shall pay the full premium cost of the Blue Cross Supplementary Medical Plan and Dental Plan as per the Blue Cross Summary of Benefits for The City of Red Deer, or an equivalent or better plan.

**ARTICLE 38 MANDATORY REQUIREMENTS**

Employees under Articles 36 and 37 must remain in these plans during the term of their employment with the City unless they become ineligible.

**ARTICLE 39 RETIREMENT ALLOWANCE**

On retirement to City pension upon reaching age eligibility and after 15 consecutive years of service employee shall receive 1 day of vacation (retirement allowance) for each year of consecutive service.

**TOOLS, EQUIPMENT AND CLOTHING**

**ARTICLE 40 TOOLS AND SAFETY EQUIPMENT**

**A. Safety Clothing and Equipment**

1. Employees in the classifications of Line Foreman, Journeyman Lineman/Powerline Technician and Apprentice Powerline Technician shall be issued with suitable body belts, safety belts, spurs and straps.

The City will issue Line Foreman, Meter and Substations Foreman, Journeyman Lineman/Powerline Technician and Apprentice Powerline Technician and

Electricians with the following:

- \*Five (5) FR Bib Coveralls or FR Pants
- Seven (7) FR Shirts
- Two (2) FR Jackets
- One (1) FR Winter Parka
- FR Rain Gear
- Bib Coveralls (Non FR) for traffic loop installation only – one pair per year



- Appropriate Hard Hats
- One (1) FR Hoodie
- Choice of FR Hat Liner or FR Balaclava
- Gloves
- Wet weather clothing (boots and mitts)

\* Employees have the option of replacing one pair of the FR Bib Coveralls with one pair of FR Bib Insulated Coveralls. It is understood, should the employee turn in one pair of FR Bib Coveralls that is still in wearable condition the employer will hold the coveralls and return them to the employee under the following replacement clause.

Replacement is subject to evidence of fair wear and tear. In addition to the above The City shall supply, clean and mend as required.

2. Employees in classification of Senior Utility Worker, URD Utility Worker, URD Utility Worker, Electrical Engineering Tech, Designer – Team Leader and Designers 1, 2 and 3 working outside shall be issued with:

- Gloves
- Wet weather clothing (boots, coats, pants and mitts)
- Appropriate Hard Hat
- Choice of FR Hat Liner or FR Balaclava

Replacement is subject to evidence of fair wear and tear.

3. The Senior Utility Worker and URD Worker shall also be provided with:

- One (1) Bib Coveralls

Replacement is subject to evidence of fair wear and tear

## **B. Safety Footwear**

Employees in the classifications of Schedule A who are required to wear safety footwear on City jobsites shall receive a subsidy of up to two hundred and fifty dollars (\$250) per calendar year, upon presentation of a receipt, towards the cost of CSA approved non-metal reinforced toed boots or toward the repair of the same. Employees in the classifications of Schedule B who are required to wear safety footwear on City

jobsites shall receive a subsidy of up to one hundred and fifty dollars (\$150) per calendar year, upon presentation of a receipt, towards the cost of CSA approved non-metal reinforced toed boots or toward the repair of the same. Employees who do not use this subsidy in the first year can carry over the unused portion of the subsidy into the following year. The subsidy cannot be carried over for more than one year at a time. This subsidy will only be provided as required subject to fair wear and tear.

**C. Safety Glasses**

Upon presentation of a receipt, The City of Red Deer will reimburse those City employees who are required by the City to wear prescription safety glasses for the majority of each shift (eligible employees are those in the Schedule A classifications). All other employees will be provided with appropriate safety eye wear as required. The reimbursement will be to a maximum of \$175 per two years. All employee listed on Schedule A will be provided with flash glasses, replaced as required.

**D. Tools**

The City agrees to provide, repair and when necessary, replace such required tools and equipment as may be necessary for the effective functioning of employees and delivery of services.

Any loss of tools shall be reported to Management without delay.

**COLLECTIVE AGREEMENT SIGNING PAGE**

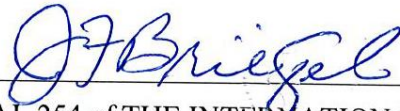
IN WITNESS WHEREOF, the parties hereto by their proper officers have hereunto affixed their seals the day and year below written.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022



CITY CLERK  
CITY OF RED DEER

08/10/2022



LOCAL 254 of THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

8/4/22

## HOURLY WAGE RATES

### SCHEDULE "A"

#### HOURLY WAGE RATES - TRADES CLASSIFICATIONS

EFFECTIVE JANUARY 1, 2022 (2.25%)

	STEP 1 START	STEP 2 12 MON	STEP 3 24 MON	STEP 4 36 MON
LINE FOREMAN	\$61.20	\$63.81		
FOREMAN METERS & SUBSTATIONS	\$61.20	\$63.81		
JOURNEYMAN LINEMAN/POWERLINE TECHNICIAN	\$55.59	\$57.93		
APPRENTICE POWERLINE TECHNICIAN	\$33.35	\$36.14	\$41.70	\$47.25
	1st Year	2nd Year	3rd Year	4th Year
JOURNEYMAN ELECTRICIAN TECH	\$55.59	\$57.93		
POWER SYSTEMS ELECTRICIAN	\$55.59	\$57.93		
SENIOR UTILITY WORKER	\$34.50			
URD UTILITY WORKER	\$31.04			

### SCHEDULE "B"

#### HOURLY WAGE RATES - NON-TRADES CLASSIFICATIONS

EFFECTIVE JANUARY 1, 2022 (2.25%)

JOB TITLE	STEP 1 Start	STEP 2 6 MON	STEP 3 18 MON	STEP 4 30 MON
INVENTORY & MATERIALS SPECIALIST	\$50.46	\$52.93	\$55.49	\$58.16
ELECTRICAL ENGINEERING TECH	\$50.46	\$52.93	\$55.49	\$58.16
ELECTRICAL CUST RELATIONS CLERK	\$25.73	\$27.39	\$29.14	

JOB TITLE	STEP 1 Start	STEP 2 12 MON
DESIGNER - TEAM LEADER	\$55.37	\$58.16
DESIGNER 3	\$50.20	\$52.71
DESIGNER 2	\$43.47	\$45.63
DESIGNER 1	\$35.39	\$37.14
GIS ANALYST (EST. 2021)	\$43.47	\$45.63
GIS TECHNICIAN (EST. 2021)	\$35.39	\$37.14
ENERGY CLERK	\$34.90	\$36.65
ADMINISTRATIVE ASSISTANT	\$33.16	\$34.82

## SCHEDULE "A"

### HOURLY WAGE RATES - TRADES CLASSIFICATIONS EFFECTIVE JANUARY 1, 2023 (2.5%)

	STEP 1 START	STEP 2 12 MON	STEP 3 18 MON	STEP 4 30 MON
LINE FOREMAN	\$62.73	\$65.41		
FOREMAN METERS & SUBSTATIONS	\$62.73	\$65.41		
JOURNEYMAN LINEMAN/POWERLINE TECHNICIAN	\$56.98	\$59.38		
APPRENTICE POWERLINE TECHNICIAN	\$34.19	\$37.04	\$42.74	\$48.43
	1st Year	2nd Year	3rd Year	4th Year
JOURNEYMAN ELECTRICIAN TECH	\$56.98	\$59.38		
POWER SYSTEMS ELECTRICIAN	\$56.98	\$59.38		
SENIOR UTILITY WORKER	\$35.36			
URD UTILITY WORKER	\$31.82			

## SCHEDULE "B"

### HOURLY WAGE RATES - NON-TRADES CLASSIFICATIONS EFFECTIVE JANUARY 1, 2023 (2.5%)

JOB TITLE	STEP 1 Start	STEP 2 6 MON	STEP 3 24 MON	STEP 4 36 MON
INVENTORY & MATERIALS SPECIALIST	\$51.72	\$54.25	\$56.88	\$59.61
ELECTRICAL ENGINEERING TECH	\$51.72	\$54.25	\$56.88	\$59.61
ELECTRICAL CUST RELATIONS CLERK	\$26.37	\$28.07	\$29.87	

JOB TITLE	STEP 1 Start	STEP 2 12 MON
DESIGNER - TEAM LEADER	\$56.75	\$59.61
DESIGNER 3	\$51.46	\$54.03
DESIGNER 2	\$44.56	\$46.77
DESIGNER 1	\$36.27	\$38.07
GIS ANALYST (EST. 2021)	\$44.56	\$46.77
GIS TECHNICIAN (EST. 2021)	\$36.27	\$38.07
ENERGY CLERK	\$35.77	\$37.57
ADMINISTRATIVE ASSISTANT	\$33.99	\$35.69

## LETTERS OF UNDERSTANDING

### LETTER OF UNDERSTANDING #1

between

The City of Red Deer

and

Local 254 IBEW

regarding

### CONTRACTING OUT

It is hereby agreed and understood that when the E. L. & P. Department intend to contract work out, the Management of the department will discuss with the Union Executive at regular or specially called meetings of Joint Labour Management.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #2**

between

The City of Red Deer

and

Local 254 IBEW

regarding

**WORKERS' COMPENSATION BOARD BENEFIT**

The City of Red Deer hereby agrees that, should the Workers' Compensation Board's daily benefit be reduced during the life of this agreement to something less than the present ninety percent (90%) of net salary, the City will reimburse the employee the extent of the reduction.



\_\_\_\_\_  
For The City of Red Deer



\_\_\_\_\_  
For Local 254 IBEW

### **LETTER OF UNDERSTANDING #3**

between

The City of Red Deer

and

Local 254 IBEW

regarding

### **HOURS OF WORK AVERAGING AGREEMENT – SCHEDULE “A”**

An Hours of Work Averaging Agreement will be implemented for **Outside** IBEW Local 254 staff. Hours of Work Averaging Agreement schedules in the department will be subject to department head approval and according to The City of Red Deer Administration Policy entitled “Compressed Work Week Schedules”.

The guidelines outlined below will be followed:

#### **1. Criteria**

- Compliant with City of Red Deer “Compressed Work Week” Administrative Policy & Procedure No. A2013
- No additional cost to City
- No reduction in service
- Continuation of an Hours of Work Averaging Agreement is at the discretion of the Department Head or Local 254 with a 30 day notice
- Employee’s appointments for doctors, dentists, lawyers, etc. should be scheduled for the earned day-off whenever possible and IBEW support for monitoring and supporting this concept is required

#### **2. Schedule**

- Schedule to be developed by Department Head or designate and posted thirty (30) days prior to starting day
- Schedule will be on a crew basis when at all possible
- Friday will be the only regularly scheduled earned day-off and no requests for other days will be considered
- Employees may not switch the earned day-off with each other
- Earned days off on Friday that are cancelled or fall on Stats will normally be rescheduled to the following work day
- Hours of work – from Monday to Friday an Employee shall work from 7:30 am to 4:30 pm
- Crews will not return to the Civic Yards for lunch unless requested by the Department head or designate



- Employees will accumulate one (1) hour of straight time each day. This includes twenty (20) minutes for lunch between 11:30am - 1:30 pm
- If an Employee is unable to take a lunch break due to the nature of the work or as directed, he shall receive an additional twenty (20) minutes of pay at straight time subject to approval of the General Foreman
- Earned day-off will occur once every two (2) weeks provided necessary accumulation of banked time

Availability of staff to be called on weekends must not diminish as a result of this compressed work week implementation.

Should issues arise as a result of the year long construction period the parties will meet and try to resolve the issues.

### **3. Reassignment Pay or Senior Rate**

- No Senior Rate will be paid to an employee assigned to fill the position of the Line Foreman or the Foreman Meters & Substation when the normal incumbent is on an earned day-off

### **4. Standby and Standby Truck**

- The Standby Schedule will not be managed or altered to accommodate the earned day-off
- Where the scheduled Standby employee is on an earned day-off, that employee must pick-up/deliver the standby truck, get special instructions, etc.

### **5. Service Truck**

- When the employee normally on the Service Truck is on an earned day-off, the Department Head or designate will assign a replacement for that day

### **6. Vacation and Vacation Overtime Impact**

- Vacation or Vacation Overtime days may not be granted on a Friday unless the requested time is a minimum of 5 consecutive days




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For The City of Red Deer




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For Local 254 IBEW

## **LETTER OF UNDERSTANDING #4**

between

The City of Red Deer

and

Local 254 IBEW

regarding

### **SALARY CONTINUATION**

(Valid from date of signing until the expiry of this Collective Agreement)

In the event that The City of Red Deer sells the whole or any part of its electrical business with the result that an employee or employees become redundant, a redundant employee shall be entitled to the following:

1. The redundant employee may accept salary continuation on the following terms:
  - A. The employee will continue to receive wages for regular hours each day (less appropriate statutory deductions) (hereafter called “salary continuation”) for a period determined in accordance with (i) or until one of the events referred to in (C.) occurs, whichever occurs first (salary continuation does not include continuation of benefits);
  - B. The employee will provide a statutory declaration for each pay period, in a form approved by The City of Red Deer, which confirms:
    1. the employee is actively seeking employment;
    2. details as to whether the employee has refused employment;
    3. whether the employee has gained other employment
  - C. Salary continuation will stop being made to an employee hereunder once the employee:

1. gains other employment or work or runs their own business;
2. refuses employment, except where objectively it is at wages that are significantly lower than paid in the employee's regular position at The City of Red Deer at the time of redundancy; or
3. stops seeking other employment.

If any of these events occur, The City of Red Deer will then calculate the salary continuation that would have been paid to the employee in accordance with the provisions of (i). The City of Red Deer will then pay the employee Forty Percent (40%) of the time remaining in the calculation in one lump sum (minimum \$5,000 less appropriate statutory deductions). This lump sum payment is to provide an incentive to find other employment. With this lump sum payment being made, any and all rights that an employee may have in respect to The City of Red Deer will be terminated.

- (i) Salary continuation under this clause shall be calculated in accordance with the following formula:

Two (2) weeks' pay for each year of continuous service with The City of Red Deer up to a maximum of Forty (40) weeks.

- (ii) An employee who selects salary continuation loses all recall rights under the collective agreement with The City of Red Deer.

2. Assistance in Career Transition (resume writing guidance, career counseling)
3. Extended Employee Assistance Services (60 days beyond termination date)



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #5**

between

The City of Red Deer

and

Local 254 IBEW

regarding


**ASET MEMBERSHIP**

Electrical Engineering Technologists who wish to have a membership in ASET shall have their dues paid for by The City of Red Deer.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #6**

between

The City of Red Deer

and

Local 254 IBEW

regarding

**LABOUR MANAGEMENT MEETINGS**

Labour Management meetings shall be scheduled semi-annually, or more frequently if required at the call of either party. Each party is encouraged to bring forward issues affecting the workplace, how work is conducted and the employment relationship with the intent of resolving issues in an expeditious manner.



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For The City of Red Deer



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For Local 254 IBEW

## **LETTER OF UNDERSTANDING #7**

between

The City of Red Deer

and

Local 254 IBEW

Regarding

## **HOURS OF WORK AVERAGING AGREEMENT – SCHEDULE “B”**

An Hours of Work Averaging Agreement will be implemented for Inside IBEW Local 254 staff. Hours of Work Averaging Agreement schedules in the department will be subject to department head approval and according to The City of Red Deer Administration Policy entitled “Compressed Work Week Schedules”.

The guidelines outlined below will be followed:

### **1. Criteria**

- Compliant with City of Red Deer “Compressed Work Week” Administrative Policy & Procedure No. A2013
- No additional cost to City
- No reduction in service
- Continuation of an Hours of Work Averaging Agreement is at the discretion of the Department Head or Local 254 with a 30-day notice
- Employee’s appointments for doctors, dentists, lawyers, etc. should be scheduled for the earned day-off whenever possible and IBEW support for monitoring and supporting this concept is required

### **2. Schedule Basis**

- Schedule to be developed by Department Head or designate
- Schedule will be on a crew basis when at all possible
- Monday and Friday will be the only regularly scheduled earned day-off and no requests for other days will be considered
- Employees may not switch the earned day-off with each other
- Hours of operation will remain as 7:00 am to 4:30 pm Monday through Thursday with a half hour lunch, Friday 7:30 am to 4:30 pm with an hour lunch and every other Friday off.

- Earned days-off will usually occur once every 2 weeks provided necessary accumulation of time
- Arrangement will apply throughout the entire year
- Earned days off on Monday or Friday that are cancelled or fall on Stats will normally be rescheduled to the following workday
- Employees are not allowed to bank an excess of sixteen (16) hours


### **3. Vacation and Vacation Overtime Impact**

- Vacation or Vacation Overtime days may not be granted on a Friday unless requested time is a minimum of 5 consecutive days or granted by the Department Head.




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For The City of Red Deer




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For Local 254 IBEW

### **LETTER OF UNDERSTANDING #8**

between

The City of Red Deer

And

Local 254 IBEW

regarding

### **DESIGNER POSITION (DEVELOPMENT LADDER)**

The City of Red Deer is committed to developing staff in the Designer position.

Staff hired into the Designer position are expected to learn and progress through the Levels and eventually perform all duties from Level 1 to Level 3. The Designer Key Responsibility Areas (KRAs) describes the competencies for each Level.

The Department Manager or Designate is responsible to evaluate employee competencies at least once a year in consultation with the Employee and Team Lead. Management will review the

metrics at least once a year, to ensure they continue to be appropriate for the department needs and reasonable effort shall be made to ensure each employee is given equal opportunity.

Management will provide training and coaching to assist the Employee to advance. Employees who are not able to advance to the next level in a reasonable time frame will be deemed as unsuitable for the position and may face progressive discipline, up to and including termination.

Advancement through the Levels will be based on the demonstration of knowledge, skill and proficiency outlined in the KRAs. Employees will start at Step 1 and move to Step 2 after 12 months. Movement through steps is time based. Movement through Levels is competency based.



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For The City of Red Deer



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For Local 254 IBEW



**LETTER OF UNDERSTANDING #9**

between

The City of Red Deer

And

Local 254 IBEW

regarding

**SAFETY COMMITTEE**

The City of Red Deer and the IBEW Local 254 both believe safety is a responsibility shared by both the Employer and Employees and commit to working together to ensure a safe, work environment.

A Safety Committee will be maintained to identify and advise of problems of unsafe work practices or conditions, promote positive attitudes toward safety on the part of management and individual workers, and recommend ways and means of improving the health and safety of employees. As well, this Committee may recommend that information from other sources be obtained respecting work practice and standards used elsewhere.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #10**

between

The City of Red Deer

And

Local 254 IBEW

regarding

**TRADES STAFF CAREER PROGRESSION GUIDELINES**

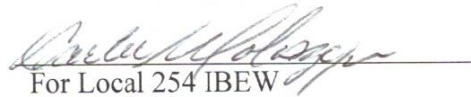
The City of Red Deer is committed to developing trades staff within the Electric Light and Power Department.

The Union and EL & P Management have a project plan which commits to starting the development in January of 2019 with an anticipated completion date is December 31, 2023.

Trades staff will be provided a general competency description to guide their professional development and their career progression.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING # 11**

between

The City of Red Deer

And

Local 254 IBEW

regarding

**SCADA IMPLEMENTATION**

As a result of the individuals being assigned on Standby as per Article 33, to meet SCADA operating requirements and to provide operational advice, the parties agree to the following amendments to Article 33:

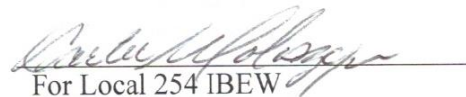
- A. Employees required to remain within cellular telephone contact, available to answer and respond to emergency and service calls during off-duty hours shall be paid for such standby for each week from Monday at the start of regular hours to the following Monday at the start of regular hours as follows:

Employees will receive twelve (12) hours pay at the current Line Foreman (Step 2) rate of pay for each week of standby performed, plus, an additional three (3) hours at the current Line Foreman (Step 2) rate of pay for each holiday (excluding the Christmas Eve ½ day) that occurs in such standby period. Three rotations per year are allowed to be banked in accordance with Article 31A or all paid out.

By signing below, the City of Red Deer and the IBEW Local 254 agree to continue the above model for a two-year period from the date of signing, or until a formalized SCADA operations structure is implemented. On a without prejudice and precedent basis, both parties agree to a review of this model on or before the expiry to determine if it should continue.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #12**

between

The City of Red Deer

And

Local 254 IBEW

regarding

**ELECTRICAL ENGINEERING TECHNOLOGIST JOB TITLE**

**(DEVELOPMENT LADDER)**

The City of Red Deer is committed to developing staff within the Electrical Engineering Technologist (EET) job title.

A joint committee consisting of Management (one Human Resources and one Management representative) and Union (One Union member and one Union representative). The joint committee will meet within thirty (30) days of ratification to define the terms of reference and Job Descriptions. Staff hired with the EET job title will have job descriptions updated to reflect their job assignment. Employees already employed at time of ratification, shall suffer no reduction of pay through the establishment of the development ladder.

The finalized job descriptions will be provided-to the joint committee. The joint committee will meet with the Consultant within sixty (60) days of ratification to review the required project outcomes.

The Consultant will provide a general competency ladder describing Key Responsibility Areas (KRAs) for the progression through the Electrical Engineering Technologist development ladder to the Joint Committee for consideration.

The Union and EL & P Management are committed to having this project completed by December 31, 2022.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #13**

between

The City of Red Deer

And

Local 254 IBEW

Regarding

**WAIVING NOTICE TO AMEND SCHEDULES**

In order to respond appropriately to the evolving impacts of the COVID-19 Pandemic, The Electric Light & Power department and Local Union 254, International Brotherhood of Electrical have mutually agreed to, on a without prejudice and without precedent basis, to amend Letter of Understanding #3 – Hours of Work Averaging Agreement – Schedule “A”. The amendment is made to allow for a half hour staggered start time.

The guidelines outlined below will be followed:

- A. Schedule - Hours of Work – From Monday to Friday an employee shall work from 7:30 am to 4:30 pm, is amended to 6:30 am to 3:30 pm OR 7:00 am to 4:00 pm OR 7:30 am to 4:30 pm.
- B. Employees have individually waived the five (5) day notice requirement outlined in Article 13 (A) – Hours of Work on a without prejudice, without precedent basis.

Effective Monday, November 9, 2020, Outside Workers will move to alternate shift schedules to provide improved physical separation between crews. Crews will be assigned one of three different shifts:

- 1. 6:30AM to 3:30PM
- 2. 7:00AM to 4:00PM
- 3. 7:30AM to 4:30PM

This schedule change will not apply to Inside Workers at this time.

This Letter of Understanding will be reviewed after six (6) months, if an extension is required, it will be mutually agreed upon, failure to reach a mutual agreement, the letter will revert to its original form.



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For The City of Red Deer



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For Local 254 IBEW

**LETTER OF UNDERSTANDING #14**

between

The City of Red Deer

And

Local 254 IBEW

Regarding

**MUTUAL AGREEMENT TO POSTPONE BARGAINING**

The City of Red Deer and the International Brotherhood of Electrical Workers Local 254 met to discuss the Collective Agreement that is set to expire December 31, 2020, and the current economic climate and the affect the COVID-19 Pandemic has had.

The City and IBEW have mutually agreed to not provide notice to commence bargaining. As per Article 1B of the Collective Agreement all terms of the 2019-2020 Collective Agreement shall continue in full force and effect until December 31, 2021.



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For The City of Red Deer

  
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For Local 254 IBEW