

AGREEMENT

BETWEEN

THE CALGARY PARKING AUTHORITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

SUB-LOCAL 38

2018 – 2021

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Article 1 - Interpretation

- 1.01 In this agreement the following definitions shall apply unless the context otherwise requires:
- (a) "Employer" - means the Calgary Parking Authority.
 - (b) "Employee" - means a person employed by the Calgary Parking Authority who is a member of the bargaining unit covered by this Collective Agreement.
 - (c) "Union" - means Canadian Union of Public Employees, Local 38 or its successor.
 - (d) "Local" - means the Calgary Parking Authority sub-local of Local 38, Canadian Union of Public Employees.
 - (e) "Union Officer" - means a member of Local 38, Canadian Union of Public Employees who holds an elected office.
 - (f) "Steward" - means an Employee who is a member of the sub-local and who has been elected to represent the members who are employed by the Employer, pursuant to Local 38's Bylaws.
 - (g) "National Representative" - means an individual who is employed by the Canadian Union of Public Employees.
 - (h) "Regular Employees" - are engaged on either a full-time or part-time basis for work of a continuing nature and are hereinafter referred to as "Regular Full-time Employees" or "Regular Part-time Employees".
 - (i) "Full-time Employees" - are regularly scheduled to perform work for the full number of hours established for their **Classifications**.
 - (j) "Part-time Employees" - are regularly scheduled to perform work during only part of the normal work day or on fewer than the full number of work days in each week but not fewer than sixteen (16) hours per week.
 - (k) "Temporary Employees" - are engaged on either a full-time or part-time basis for a limited period not to exceed twelve (12) consecutive months in duration.
 - (l) "Casual Employees" - also referred to as "on-call" are called in to work on **unscheduled and intermittent** assignments as required, and to replace

Regular and Temporary Employees who are absent from work for a period of twenty-one (21) consecutive calendar days or less.

- (m) "Probationary Employee" - an Employee who has been appointed to a position in the bargaining unit but who has not completed a probationary period.
- (n) "Regular rate" shall mean the basic hourly rate paid to the Employee for normal hours of work.

Article 2 - Management's Rights

- 2.01 The Employer retains all rights not expressly limited by the terms of this Agreement.

Article 3 - Recognition

- 3.01 The Calgary Parking Authority recognizes Local 38 as the exclusive bargaining agent for Employees covered by Certificate No. 217-98, except supervisors and any Employee with management responsibilities above rank of supervisor.

Article 4 - Check-Off of Union Dues

4.01 Check-Off Payments

The Employer agrees to deduct Union dues from the pay cheques of all Employees covered by this Agreement.

4.02 Deductions

The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

4.03 Copies of Agreement

On commencement of employment, the Supervisor shall introduce a new Employee to the appropriate Steward, who shall provide the new Employee with a copy of the Collective Agreement.

Article 5 - Union Officers

5.01 Recognition of Union Officers and Stewards

The Employer agrees to recognize Union Representatives in the following circumstances:

- (a) Members of the Union Bargaining Committee, not to exceed four (4) in number, when acting as members of the negotiating committee during negotiations with the Employer for renewal of the Collective Agreement. No fewer than three (3) members of the Union Bargaining Committee will be Employees of the Calgary Parking Authority.
- (b) Union Representatives, not to exceed two (2) in number, when involved in discussions with the Employer related to the processing of grievances pursuant to the Grievance Procedure as outlined in this Agreement.

5.02 Time off for Meetings

Time off without loss of regular earnings will be granted to Employees under (b) above.

- 5.03 Locked, glass enclosed bulletin boards approximately twenty-four (24) inches by twenty-four (24) inches shall be provided by the Union for **two (2)** work locations (**Centennial Parkade and Impound Lot**) to be used for the posting of approved notices or correspondence issued by CUPE Local 38 pertaining to members of the bargaining unit covered by this collective agreement. For the purpose of this clause, "approved" means approved by a Union Officer and the General Manager of the Parking Authority or **their** designate. The General Manager will advise the Union of approval or non-approval within seventy-two (72) hours of receipt.

5.04 The Union agrees that the Employer's mail system shall not be used to conduct Union business except for the distribution of the following:

- (a) the CUPE Local 38 newsletter,
- (b) the Sub-local CUPE 38 (Calgary Parking Authority) monthly meeting agenda,
- (c) the Sub-local CUPE 38 (Calgary Parking Authority) newsletter.

Copies of all material to be distributed must be submitted to the General Manager of the Calgary Parking Authority or **their** designate prior to distribution. The General Manager will advise the Union of approval or non-approval within seventy-two (72) hours of receipt.

Article 6 - Grievance Procedure

6.01 Definition of Grievance

A grievance is any difference between the parties to, or persons bound by this Agreement, regarding its application, interpretation, operation or any alleged violation of this Agreement, or the dismissal or suspension of an Employee, or the issuance of a formal letter of discipline, or any question as to whether any difference is arbitrable. The alleged difference must be dealt with progressively in the following manner without stoppage of work or refusal to perform work.

The Union and the Employer jointly recognize the desirability of resolving conflicts through the use of good judgment and respectful communications by all parties.

6.02 Informal Discussion

The parties to a difference may agree to meet in an attempt to resolve the matter prior to the filing of a formal grievance. Such meeting must be held within fifteen (15) calendar days from the date of the incident prompting the difference.

A Union Steward, at the request of the Employee, may accompany and assist the Employee at this step. If the Manager of the applicable **Department**, or designate, is present at this meeting, Step 1 shall be waived and the grievance may proceed directly to Step 2.

6.03 Step I

If the difference is not resolved as a result of informal discussion, it becomes a grievance provided that it is reduced to writing specifying a complete and full statement of the difference citing the incident prompting the grievance, the clause(s) of the Collective Agreement alleged to have been violated and the particular relief or redress requested on behalf of the grievor. The grievance must be submitted by the Union to the Manager of the applicable **Department** or designate within fifteen (15) calendar days from the date of the informal discussion or within twenty (20) calendar days from the date of the incident prompting the difference if no informal discussion is held. At the request of either party, a meeting shall be held at this step. The decision of the Manager of the applicable **Department** or designate shall be issued to the Union, in writing, within fifteen (15) calendar days of receipt of the written grievance or within fifteen (15) calendar days of the meeting, if one is held at this step.

6.04 Step II

If no settlement is reached in Step I, the grievance may be referred to the General Manager within fifteen (15) calendar days of the receipt of the written decision from Step I. The General Manager shall hear the grievance at a meeting to be convened within twenty (20) calendar days of receipt of the grievance. The General Manager shall issue a decision in writing within fifteen (15) calendar days of hearing the grievance.

6.05 Step III

If no settlement is reached in Step II, the grievance may be referred to arbitration (a single arbitrator or, by mutual agreement, an arbitration board) as provided in the Labour Relations Code. Where either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within **thirty (30)** calendar days of the receipt of the decision in Step II.

6.06 Policy and Group Grievances

Both the Union and the Employer shall have the right to process as policy grievances, items which arise regarding interpretation, application, operation or alleged violation of this Agreement through the above-mentioned procedures commencing with Step II, provided that the grievance is submitted in writing, within fifteen (15) calendar days from the incident prompting the grievance.

The Union shall have the right to process "Group Grievances". A Group Grievance is one initiated through the above-mentioned procedures by more than one (1) Employee providing that all Employees who are a party to the grievance are grieving the identical issue and have signed the initial grievance form.

- 6.07 Any matter submitted as either a Policy Grievance or a Group Grievance shall not also be subject to grievance by an individual.
- 6.08 Either party may request an extension of the time limits mentioned above provided that such extension is requested in writing prior to the expiry of the time allowed. Acceptance or rejection of the extension by the party receiving the request must also be in writing.
- 6.09 In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.
- 6.10 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.
- 6.11 The appointment, power and decisions of the arbitrator or arbitration board shall be in accordance with the applicable provisions of the Labour Relations Code.
- 6.12 Procedures as stipulated in this Article may be varied only by written agreement of the parties.

Article 7 - Discipline and Discharge

- 7.01 When an Employee is disciplined and the discipline is to be a matter of record, the Employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty, if any.
- If a disciplinary meeting is to be held, the Supervisor shall arrange a time and place for the disciplinary meeting. An Employee must be provided with reasonable notice to attend the disciplinary meeting and may have a Sub Local 38 Steward or other Union member present as an observer.
- 7.02 The Union shall be notified of all dismissals, and suspensions.
- 7.03 **Access to Personnel File**
- Access to an Employee's official personnel file in the presence of an authorized representative of the Employer shall be provided to the Employee upon request once in every calendar year and in the event of a grievance.

- 7.04 An Employee who has been disciplined may, after twelve (12) months of continuous service from the date the action was taken, request that the personnel file in the Human Resources Department be purged of any record of the disciplinary action. Such request will be granted provided that the Employee's file does not contain any further record of disciplinary action.
- 7.05 It is agreed that Employees who handle cash will receive no benefits from overages and will not be called upon to make up any shortages in their daily cash balances. A record of daily shortages and overages of each Employee who handles cash will be maintained. An examination of the collection records will determine what disciplinary action, if any, is to be taken.

Article 8 - Probationary Periods

- 8.01 The probationary period for Full-time **Employees** shall be six (6) months of continuous service.
- 8.02 The probationary period for Part-time **Employees** shall be six (6) months of continuous service or 1040 working hours, whichever is greater.
- 8.03 A probationary Employee who is absent from work for any reason shall have the probationary period extended by the same amount of time as the period(s) of absence.
- 8.04 The period of probation may be extended for a maximum of an additional three (3) months and such extension shall be communicated to the Employee no later than five (5) work days prior to the expiration of the probation period.
- 8.05 A review of a Probationary Employee's progress shall be conducted at approximately the mid point of the probationary period and the Employee shall be advised of the results of the review, including the specific areas of improvement required for continuing employment.
- 8.06 A Regular Employee shall serve only one probationary period with respect to any one continuous period of employment with the Employer. Time worked as a Temporary Employee in the same **Classification** shall be credited toward the probationary period provided that such service was contiguous with the appointment as a Regular Employee.

Article 9 - Seniority

- 9.01 Seniority shall be deemed to mean the length of continuous employment with the Employer and is not accumulated during periods of lay-off or during unpaid leaves of absence in excess of thirty (30) calendar days. Seniority shall operate on a bargaining unit-wide basis.
- 9.02 An Employee's date of employment shall be adjusted to reflect any period during which seniority is not accumulated.
- (a) No seniority shall be acquired by Probationary, Temporary, or Casual Employees.
 - (b) Upon completion of the probationary period, an Employee's seniority shall be made retroactive to the date of employment.
- 9.03 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:
- (a) resigns or otherwise terminates their service by voluntary act, or
 - (b) is discharged, or
 - (c) fails to return to work upon expiration of leave of absence, or
 - (d) is absent without leave, or
 - (e) is laid off for a period in excess of twelve (12) months, or
 - (f) fails to return to work within seven (7) calendar days after notice of recall.
- The provisions of (c), (d), and (f) above shall not apply if the Employer deems the cause to be justified.
- 9.04 An up-to-date seniority list shall be sent to the Union and **be made available to Employees in January** of each year.
- 9.05 Where two or more Employees have the same seniority date, preference shall be in accordance with the date of the application that led to the offer of employment.
- 9.06 No Employee shall be involuntarily transferred outside the bargaining unit.

- 9.07 An employee who is transferred outside the bargaining unit shall retain seniority for a maximum of two (2) years from the effective date of the transfer.

Article 10 - Lay Off and Recall

- 10.01 In case it becomes necessary to reduce the working force, the Employer will notify Employees who are to be laid off fourteen (14) calendar days prior to the layoff, except no notice will be required or will apply where the layoff is the result of a fire, flood, earthquake, or other act of God, or in the event of a circumstance requiring the immediate closure of a parking facility. In the case of a Probationary, Temporary or Casual Employee no notice of layoff shall be required.
- 10.02 When reducing staff, the Employer shall layoff the most junior Employee in the affected Classification provided that the remaining Employees have the skills, knowledge, training and ability to satisfactorily perform the available work. The Employee affected by the staff reduction may, if more senior, elect to displace the most junior Employee in a position in a lower Classification within the **Department**, or displace the most junior Employee in the bargaining unit, provided the more senior Employee has the skills, knowledge, training and ability to satisfactorily perform the work.
- 10.03 No new Employee will be hired while there are other Employees on layoff as long as laid off Employees have the skills, knowledge, training and ability to perform the work required and are available to do so. If a new Employee is hired in circumstances where a qualified laid off Employee is not available, the new Employee shall be hired only for such time as a qualified laid off Employee is not available.
- 10.04 Employees affected by layoff must make prior arrangements for the payment of the full premium of any applicable benefit plan.
- 10.05 Other than the continuance of certain benefits as may be arranged under Clause 10.04 and the retention of seniority held at time of layoff, an Employee's rights while on layoff shall be limited to the right to recall only as specified in Clause 10.07 and 10.08.
- 10.06 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 10.07 When increasing the work force, recalls shall be carried out in order of seniority within the affected **Department** provided the Employee being recalled has the skills, training, knowledge and ability to perform the required work satisfactorily.

- 10.08 The method of recall shall be by telephone and if such is not possible, by registered letter sent to the Employee's last known place of residence. Employees so notified must signify their intention to report for work within twenty-four (24) hours after the notice of recall has been received and must be available to report to work within seven (7) calendar days or forfeit the right of recall pursuant to Article 9.04.
- 10.09 If not recalled to work within twelve (12) months of the effective date of a layoff, Regular Full-time and Part-time Employees shall be entitled to severance pay on the following basis:
- (a) Employees with three (3) months or more but less than one completed year of service shall be entitled to one week of regular pay (base rate);
 - (b) Employees with one (1) completed year of service or more shall be entitled to one (1) week of regular pay (base rate) for each completed year of service. This amount will be pro-rated for Regular Part-time Employees.
- 10.10 Any Employee who was laid off without notice, and who is not recalled to work within twelve (12) months of the effective date of a layoff, shall receive the equivalent of two (2) weeks wages for regular hours of work in lieu of such notice.
- 10.11 At the time of layoff, an Employee may elect to receive severance pay in accordance with Clause 10.09, but that Employee shall have no further rights under this Agreement.
- 10.12 The application of this Article is subject to the limitation that no Employee may acquire a position having a higher maximum pay level, or a higher employment status, as a result of either a layoff or recall.

Article 11 - Vacancies, Transfers and Promotions

- 11.01 When filling positions the Employer will **advertise available positions via an organization-wide email account and forward a copy to the Union**. Transfers and promotions will be awarded to Employees on the basis of seniority, provided they have the skills, training, knowledge and ability to perform the work satisfactorily.

- 11.02 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a six (6) month trial period in which to demonstrate ability to perform the new position satisfactorily. If, during the above-mentioned trial period the Employee does not succeed, or chooses not to continue in the position, the Employer will reinstate the Employee in the former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to that Employee's former position without loss of seniority.
- 11.03 If there is no successful internal candidate for the position, the Employer may fill the vacancy with an external applicant. At the discretion of the Employer, a position may be filled on a temporary basis pending an appointment under the provisions of this Article.
- 11.04 An Employee promoted or transferred to a higher rated position on a trial basis shall be paid the next higher step rate for the duration of the trial period. Upon the successful completion of the trial period the Employee will be eligible to advance through the steps of the applicable **Classification** on the basis of continuous service. An Employee who is transferred to a lower rated position shall be placed on a Step of the applicable **Classification** on the basis of service with the Employer.
- 11.05 **An Employee temporarily assigned to a higher rated position shall be paid the next higher step rate for the temporary assignment. Should the temporary assignment exceed six months, the employee will be eligible to advance through the steps of the applicable pay schedule on the basis of continuous service in the Classification.**

Article 12 - Hours of Work

12.01 Standard Hours of Work

The **standard** hours of work for Full-time Employees shall be forty (40) hours per week and eight (8) hours per day.

- (a) **Work schedules will alter standard hours of work, resulting in regular hours of work that differ from the standard hours. Regular hours of work are those hours determined based on an Employee's work schedule.**

12.02 Determination of Workday

A "workday" shall be determined on the basis of the day in which a majority of the hours in a shift are worked.

12.03 Rest Periods

- (a) All Employees shall receive one (1) **paid** fifteen (15) minute rest period during each half shift of not fewer than four (4) hours.
- (b) **Employees in the Operations and Facilities Department working a ten (10) hour per day shift schedule shall be entitled to two (2) paid rest periods of twenty (20) minutes duration in each full shift worked. In lieu of receiving a designated unpaid meal period, Employees will eat during the rest periods.**

12.04 Meal Period

- (a) Daily hours of work shall run consecutively except that an unpaid meal period of not more than one (1) hour shall be granted on shifts of five (5) hours or more to those Employees who **by the nature of their duties are unable to eat on the job**. When no unpaid meal period is designated by the Employer, Employees may eat on the job.

12.05 Breaks Between Shifts

Employees shall not be required to commence a shift within ten (10) hours of the completion of the previous shift, excluding overtime. Employees who are required to commence a shift in less than ten (10) hours of completing the previous shift shall be compensated in time off on a **double time (2)** basis or pay at the rate of **double time (2)** the Employee's regular rate for the number of hours worked that the period of time off was less than ten (10), except when:

- (a) an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
- (b) it is by mutual agreement between Employees pursuant to Clause 12.09, or
- (c) it is otherwise mutually agreed between the Employer and the Employee.

12.06 Days of Rest

An Employee shall have forty-eight (48) consecutive hours of rest following each five (5) consecutive workdays except when:

- (a) an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
- (b) it is by mutual agreement between Employees pursuant to Clause 12.09, or
- (c) it is otherwise mutually agreed between the Employer and the Employee.

12.07 Work Schedules

The Employer shall establish work schedules which shall remain in effect for a period of **twelve (12) months**.

- (a) **Work schedules shall be established and posted by the first Monday in each January.**
- (b) **Employees shall advise the Employer in writing of their preference of work schedules by the first Monday in each December.**
- (c) **Assignments to work schedules will be made by the Employer on the basis of seniority provided the Employees have the skills, training, knowledge and ability to perform the work satisfactorily.**
- (d) **Except as permitted by the provisions of Clauses 12.08 and 12.09 the work schedule of an Employee shall not be changed during the period the work schedule is in effect.**
- (e) During the period that a work schedule is in effect, the Employer retains the right to:
 - (i) adjust the start and ending times of Employees' regularly scheduled shifts by not more than two (2) hours from the original times specified in the work schedule. Employees will be given a minimum of forty-eight (48) hours' notice of all such adjustments. When less than forty-eight (48) hours' notice is given, the Employee shall be paid at the rate of **two times (2)** the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.
 - (ii) establish additional work schedules, fill vacant work schedules and eliminate work schedules as may be required to meet operational needs.

- (f) **All additional and vacant work schedules occurring during the twelve (12) month period that a work schedule is in effect shall be filled at the discretion of the Employer.**
- (g) Casual, temporary and probationary Employees may be assigned to work schedules at the discretion of the Employer.
- (h) **Where it is necessary for Employees to overlap with the immediately preceding shift for the purpose of sharing information, Employees shall commence work early (approximately five (5) minutes) without payment of overtime and without being granted any additional rest period.**

12.08 Temporary Work Schedule Changes

Work schedules may be temporarily changed to accommodate seasonal and project requirements, Employee absences and terminations. Employees shall be given a minimum of forty-eight (48) hours notice in advance of the change. When a change in work schedule is made without the required notice, the Employee shall be paid at the rate of **two times (2)** the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.

12.09 Shift Exchange

Full-time, Part-time and Temporary Employees may be permitted to exchange shifts in accordance with procedures and regulations established and revised from time to time by the Employer. An exchange of shifts will not be approved unless both Employees have the requisite knowledge, skills, abilities and experience to perform the duties involved.

If a shift exchange is in violation of the Collective Agreement or Employment Standards Codes, no grievance or complaint will be filed as a result of a shift exchange.

Article 13 - Overtime

- 13.01 From time to time Employees will be required to work in excess of their regular daily or weekly hours. In recognition of this requirement, overtime worked will be compensated in accordance with the following provisions. **When offering overtime, the Employer agrees that such overtime will be distributed as equally as possible among Employees of the Department or area concerned.**

13.02 Except when a change of shift or shift rotation occurs, time worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for in time off on a double time basis or pay at the rate of two (2) times the Employee's regular rate, provided that all such overtime is authorized by the Supervisor. This provision shall not apply to the time in excess of eight (8) hours per day worked pursuant to Clause 12.01(a).

13.03 When an Employee's daily hours of work are increased to reduce the number of work days in the week, overtime compensation shall apply only to those hours worked in excess of the daily or weekly hours of the compressed work schedule.

13.04 Employees will be permitted to bank compensating time off under the provisions of this Article and Article 16. However, any hours in excess of **twenty (20) accumulated at the Employee's overtime rate** as of December 31st each year will be paid out unless the time off has been scheduled and approved to be taken after December 31st.

Periods of overtime that are less than one hour in duration cannot be banked as compensating time off.

All compensating time off is subject to mutual agreement between the Employee and the Employer.

13.05 There shall be no pyramiding of any payments for:

- (a) time not worked,
- (b) overtime,
- (c) work performed on a paid holiday,
- (d) premiums for weekend or shift work, except that an Employee may receive a shift premium and a weekend premium for the same scheduled hours worked at regular rates of pay.

13.06 Call-out

When a full-time Employee is called out to work at the work site, and it does not immediately precede or follow the Employee's regular hours of work, the Employee shall receive minimum compensation of 1.5 hours at the applicable overtime rate. Any time spent beyond 1.5 hours shall be paid at the applicable overtime rate for the actual time worked. If the call-out forms a continuous period with the Employee's normal working hours, the Employee shall be paid at the applicable overtime rate for the actual time worked in excess of the Employee's regular hours of work, with no minimum

compensation.

13.07 Call-out for Remote Work

When a full-time Employee is called outside his/her scheduled working hours but can complete the work remotely without attending the work site, the Employee shall receive minimum compensation of thirty (30) minutes at the applicable overtime rate. Any time spent beyond thirty (30) minutes shall be paid at the applicable overtime rate for the actual time worked.

Any subsequent work performed within thirty (30) minutes of the commencement of the initial work will be included in the calculation of actual time worked but will not trigger an additional 1/2 hour minimum.

13.08 Standby

Standby means that an Employee is designated by the Employer to be immediately available to return to work outside of the Employee's regular working hours, whether or not the Employee actually does return to work.

An Employee on standby shall be paid the amount of **thirty-five (\$35.00)** dollars for each twenty-four (24) hour period of standby duty.

When an Employee, while on standby, fails to respond within thirty (30) minutes of a call, or is unable to report to work when required, no compensation shall be granted for the standby period.

An Employee who is called out to work during a period of Standby, shall be paid pursuant to Clause 13.06 for the hours worked. **An Employee who is called during a period of Standby, and can complete the work remotely, shall be paid pursuant to Clause 13.07 for the hours worked.**

Article 14 - Shift & Weekend Premiums

14.01 Night Shift Premium

Employees shall be paid a night shift premium of \$1.65 per hour for all scheduled hours worked at regular rates of pay on shifts which end between the hours of 01:00 am and 08:01 am.

14.02 Evening Shift Premium

Employees shall be paid an evening shift premium of one dollar (\$1.00) per hour for all scheduled hours worked at regular rates of pay on shifts which end between the hours of 08:00 pm and 01:01 am.

14.03 Weekend Premium

Employees shall be paid one (1) hour extra pay at their regular rate for each Saturday and/or Sunday shift so worked.

Article 15 - Paid Holidays

15.01 Recognized holidays for Full-time Employees are as follows:

Table 1 – Holidays

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

15.02 Entitlement for Part-time and Casual Employees shall be **administered according to the requirements stated in Alberta Employment Standards.**

15.03 Any Employee absent from work on the regularly scheduled work day next preceding or next following a paid holiday shall not be entitled to pay for such paid holiday unless the Employee has prior permission or produces proof of illness for such absence.

15.04 When a holiday falls on an Employee's scheduled day off, and the Employee is eligible for the paid holiday under this Article, the Employee shall be granted either:

- (a) a mutually agreed upon day off with pay at the Employee's **average daily wage rate**, or
- (b) pay at the Employee's **average daily wage rate** for the holiday.

15.05 When an Employee is required to work on a recognized holiday, and the Employee is eligible for the paid holiday under this Article, the Employee shall receive pay at the Employee's **average daily wage rate** for the holiday, and in addition, shall be granted either time off on a **double time basis**, or pay at a rate of **two (2)** times the Employee's regular rate, for the actual hours worked on the holiday.

15.06 When an Employee receives compensating time off, it shall be taken at a mutually agreed time. **Compensating time off (banked time) must be used by December 31st or it will be paid out in the first pay after December 31st.**

Article 16 - Vacations

16.01 Annual vacation entitlement for Regular Full-time Employees is based on the length of service as listed below:

Table 2 - Vacation Entitlement

Based on Employment Anniversary Date	Vacation Entitlement
One year service	2 weeks (80 hours)
Two to seven years inclusive	3 weeks (120 hours)
Eight to seventeen years inclusive	4 weeks (160 hours)
Eighteen to twenty-four years inclusive	5 weeks (200 hours)
Twenty-five years or more	6 weeks (240 hours)

16.02 Vacation entitlement is pro-rated for an employee's first year of service. Subsequently, new entitlement amounts are applied at the beginning of the calendar year.

16.03 Part-time Employees shall receive:

- (a) in each of the first four (4) years of employment, four (4) percent of their straight time earnings.
- (b) after five (5) years of employment, and in each year thereafter, six (6) percent of their straight time earnings.

16.04 Casual and Temporary Employees shall receive four (4) percent of their straight time earnings for each period of employment.

16.05 Vacations shall not be taken in excess of actual accruals to date.

16.06 Vacation Pay Upon Termination

Upon termination, Employees shall be paid for any accrued vacation not taken. **Should an Employee terminate with a negative vacation balance, any vacation hours owing will be recovered from the Employee's final pay.**

16.07 Vacation Scheduling

Employees shall be asked to submit written vacation preferences to the supervisor no later than **the first Monday of December each year for the subsequent year**. An approved vacation schedule for each **Classification** shall be posted no later than **the first Monday in January**. When a choice must be made among Employees expressing a preference for a specific period, vacation time will be assigned on the

basis of seniority within the applicable **Classification**, provided that the remaining Employees have the skills, knowledge, training and ability to satisfactorily perform the work.

- (a) Employees shall be limited to a maximum of three (3) weeks' vacation preference during the following period:
 - (i) between the third (3rd) calendar week of June and the second (2nd) calendar week of September, inclusive.
- (b) Employees shall be limited to a maximum of two (2) weeks' vacation preference during the following periods:
 - (i) between the calendar week prior to the week in which Christmas falls and the calendar week following the week in which Christmas falls, inclusive, and,
 - (ii) between the calendar week prior to the week in which Good Friday falls and the calendar week following the week in which Good Friday falls, inclusive.
- (c) Requests for vacation and requests to change previously approved vacations may be submitted after **the first Monday in January**. Approval of such requests will be on a first come first served basis. Such requests must be submitted in writing no less than forty (40) calendar days prior to the desired date of commencement of vacation. Employees will be advised within fourteen (14) days of submission of the request. The Employer shall consider requests made with less than forty (40) calendar days notice if the request can be accommodated.
- (d) Vacations shall be authorized by the Employer in accordance with operational requirements. Once vacations are authorized, they shall not be changed except by written mutual agreement.

16.08 Vacation Accumulation

Employees may, with the approval of their supervisor, accumulate up to eighty (80) hours vacation time per year, provided the minimum provincially legislated vacation time is taken [after each year of employment, two (2) weeks of annual vacation; and after five (5) years of employment, three (3) weeks of annual vacation]. Employees may bank a maximum of eighty (80) hours. Exceptions to this bank may be approved by the Employer.

Should an Employee accumulate more than eighty (80) hours to bank in a calendar year or have reached the maximum bankable hours of eighty (80), the excess hours of vacation time will be paid

out.

16.09 For purposes of determining vacation entitlement for a Regular Full-time Employee, the Employer will recognize, on a pro-rata basis, service as a Casual, Temporary or Part-time Employee which is contiguous to the date the Employee became a Regular Full-time Employee. This provision shall apply only to Employees who become Regular Full-time Employees on, or after the date of ratification of this Collective Agreement.

Article 17 - Sick Leave

17.01 Casual Illness

- (a) Casual Illness is an illness which causes an Employee to be absent from work for a period of ten (10) successive work days or fewer.
- (b) After three (3) months of continuous service, all Regular Full-time and Regular Part-time Employees shall begin to accrue sick leave (on a pro rata basis).
- (c) After completion of the first calendar year, all Regular Full-time and Regular Part-time Employees (on a pro rata basis) shall be granted a maximum of eighty (80) hours of sick leave. Sick leave is applied at the beginning of the calendar year after it has been earned.
- (d) Sick leave shall be paid at eighty percent (80%) of the Employee's regular rate of pay.
- (e) The unused portion of an Employee's sick leave entitlement may be carried forward and banked to a cumulative maximum of **forty (40) hours**, which shall be used only in the event of a General Illness and for the sole purpose of bridging the **one (1) week** waiting period required for benefits under the Canada Employment Insurance Plan. **Should the Canada Employment Insurance Plan waiting period increase, allowed bankable hours shall change accordingly (e.g. waiting period increased to two (2) weeks, bankable hours increased to eighty (80) hours).**
- (f) An employee will be allowed to utilize compensating time off and earned vacation entitlement for absences due to illness for which the employee is not eligible for sick leave pay.

17.02 General Illness

- (a) General Illness is an illness which causes an Employee to be absent more than ten (10), but fewer than one-hundred and twenty (120) consecutive calendar days.

- (b) Employees suffering a General Illness must apply for benefits under the Canada Employment Insurance Plan.
- (c) During the period of General Illness that the Employee is in receipt of Canada Employment Insurance, the Employer will provide supplemental income benefits to provide a combined benefit of seventy-five percent (75%) of the Employee's regular earnings calculated at the Employee's regular rate of pay.

17.03 The Employer may require what it deems to be acceptable proof of illness for the third and subsequent occurrences of illness of three (3) days duration or less in any twelve (12) month period and upon the first and subsequent occurrences of illness in excess of three (3) days duration.

It shall be the responsibility of the employee to give as much notification to the immediate supervisor as is possible prior to absence on account of illness. The Employee shall also notify the supervisor as early as possible prior to return to work. The Employee will be told of the need for proof before returning to work.

Article 18 - Leaves of Absence

18.01 Types of Leaves of Absence

- (a) **The CPA provides paid and unpaid leaves of absence in specific circumstances to support Employees and create a family-friendly workplace. Except as otherwise described in this Agreement, leaves are administered according to requirements stated in Alberta Employment Standards. The Employer provides the following types of leaves:**
 - (i) **Bereavement Leave;**
 - (ii) **Citizenship Ceremony Leave;**
 - (iii) **Compassionate Care Leave;**
 - (iv) **Critical Illness Leave (gravely ill child or adult family member);**
 - (v) **Death or Disappearance of a Child Leave;**
 - (vi) **Domestic Violence Leave;**
 - (vii) **Union Officer Leave;**
 - (viii) **Jury and Court Witness Duty Leave;**

- (ix) **Maternity, Parental and Adoption Leave;**
 - (x) **Personal and Family Responsibility Leave; and**
 - (xi) **Reservist Leave.**
- (b) **Employees are eligible to apply for leaves of absence to the extent that a leave is necessary, subject to the conditions and exceptions detailed in this Agreement, applicable law, and the approval of the Employer.**
- (c) **Except as otherwise stated in this Agreement, an Employee who requires a leave of absence must provide a written request to the Employer in accordance with applicable Alberta Employment Standards notice requirements.**
- (d) **An Employee desiring an unpaid leave of absence for a general leave not covered by Alberta Employment Standards must apply in writing to the General Manager. Except under extenuating circumstances, an application for a general leave must be made at least two (2) months prior to the commencement of the leave.**
- (e) **An Employee shall be entitled to accumulate seniority for the following types of leaves:**
- (i) **Paid leaves;**
 - (ii) **Unpaid leaves less than thirty (30) days;**
 - (iii) **Maternity, parental and adoption leave; and**
 - (iv) **Jury and court witness duty leave.**
- (f) **Employees on a leave of absence without pay shall not be eligible for any remuneration including statutory holiday entitlement, and those on leave for a period in excess of thirty (30) days shall not accumulate **service entitlement** to vacation and other benefits.**
- (g) **Employees on unpaid leaves of absence may continue coverage in the Employer's group benefit plans during the leave for the period specified in the group plan contract provided they pay the required premiums in advance. Such coverage shall not exceed twelve (12) months in duration.**

18.02 Bereavement Leave

- (a) **An Employee, with at least ninety (90) days of continuous service, is entitled to take a paid leave of absence up to, but not exceeding seven (7) consecutive calendar days due to the death of a family member, as defined by the Alberta Employment Standards.**

18.03 Citizenship Ceremony Leave

- (a) **An Employee, with at least ninety (90) days of continuous service, is entitled to take up to one (1) day of unpaid leave to attend their citizenship ceremony, upon acquiring Canadian citizenship.**

18.04 Compassionate Care Leave

- (a) **An Employee, with at least ninety (90) days of continuous service, is entitled to compassionate care leave without pay of up to twenty-seven (27) weeks for the care of a family member, as defined in Alberta Employment Standards, with a serious medical condition with a significant risk of death.**

18.05 Critical Illness Leave

- (a) **An Employee, with at least ninety (90) days of continuous service is entitled to critical illness leave without pay of up to thirty-six (36) weeks to care for their critically ill child, or up to sixteen (16) weeks to care for a critically ill adult family member.**

18.06 Death or Disappearance of a Child Leave

- (a) **An Employee, with at least ninety (90) days of continuous service, is entitled to death or disappearance of a child leave without pay of up to fifty-two (52) weeks if the child has disappeared, and up to one hundred four (104) weeks if the child has dies as a probable result of a crime.**

18.07 Domestic Violence Leave

- (a) **An Employee, with at least ninety (90) days of continuous service, is entitled to domestic violence leave without pay of up to ten (10) days each calendar year, in the event:**

- (i) **The Employee, the Employee's dependent child or a protected adult is required to seek medical attention for physical or psychological injury caused by domestic violence, or**
- (ii) **The Employee is required to obtain services from a victim services organization, or**
- (iii) **The Employee, the Employee's dependent child or a protected adult is required to obtain psychological or other professional counselling, or**
- (iv) **The Employee is required to relocate (temporarily or permanently), or**
- (v) **The Employee is required to seek legal or law enforcement assistance, including time related to legal proceedings.**

18.08 Union Officer Leave

- (a) An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence pursuant to Clause 5.01(a). However, the Union shall reimburse the Employer for all pay and benefits payable by the Employer during the period of absence, or for the replacement costs, whichever is greater.
- (b) Subject to operational requirements, time off without pay shall also be granted to Employees who:
 - (i) are elected or appointed [not to exceed five (5) in number] to attend Union meetings, conferences or training sessions. The period of leave shall not exceed ten (10) work days.
 - (ii) are elected or appointed [not to exceed two (2) in number] to an office or position with the Union. The period of leave shall not exceed twenty-four (24) months.
- (c) At the request of the Union, the provisions of sub-clause (a) shall apply to leaves approved under sub-clause (b)

18.09 Jury or Court Witness Duty Leave

- (a) The Employer shall grant a leave of absence to an Employee who serves as a juror or who is subpoenaed as a witness in a court of law. **In the case of jury duty**, the Employer shall pay such an Employee the difference between the Employee's normal earnings and the payment

received for jury, excluding payment for travelling, meals or other expenses. The Employee shall present proof of service and the amount of pay received. Time spent by Employees required to serve as court witness in matters arising out of their employment shall not suffer any loss of pay.

- (b) This clause shall not apply when an Employee is involved in personal litigation or a personal legal matter. However, if an Employee is required to attend court on personal matters, the Employee will be allowed to utilize vacation, time in lieu or unpaid leave of absence. The Employee will notify the Employer as soon as the Employee becomes aware of the need for such time off.

18.10 Maternity Leave

- (a) Entitlement

A pregnant Employee **with at least ninety (90) days of continuous service** is entitled to maternity leave without pay for a period **up to sixteen weeks**.

During the health-related portion of a maternity leave, the Employee shall be eligible for benefits as any other Employee absent on sick leave.

The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless her ability to perform her assigned work is limited by the pregnancy. The Employer may require medical documentation verifying that there are no health-related issues that prevent continued employment. The cost of such documentation shall be paid by the Employer.

- (b) Commencement of Maternity Leave

Maternity leave shall commence at a time designated by the Employee, within **thirteen (13)** weeks of the estimated delivery date, but no later than the actual date of birth of the child. Written application must be made at least six (6) weeks prior to the beginning of leave, indicating the date the Employee intends to begin leave and the date she intends to resume employment.

18.11 Parental/Adoption Leaves

- (a) An Employee **with at least ninety (90) days of continuous service** is entitled to parental/adoption leave **without pay** as follows:

- (i) in the case of an Employee entitled to maternity leave, a period of not more than **sixty-two (62)** consecutive weeks immediately following the last day of maternity leave;

- (ii) in the case of a parent who has been **continuously** employed by the Employer for at least **ninety (90) days**, a period of not more than **sixty-two (62)** consecutive weeks within fifty-two (52) weeks after the child's birth;
 - (iii) in the case of an adoptive parent who has been **continuously** employed by the Employer for at least **ninety (90) days**, a period of not more than **sixty-two (62)** consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one of the Employees or be shared by the Employees. The Employer is not required to grant parental leave to two Employees at the same time, if the two Employees are parents of the same child.

18.12 Personal and Family Responsibility Leave

- (a) **An Employee with at least ninety (90) days of continuous service is entitled to take up to five (5) days of unpaid leave to address health issues of the Employee, or for the Employee to meet their family responsibilities in relation to a family member.**

18.13 Reservist Leave

- (a) **An Employee who is a Reservist, with at least twenty-six (26) weeks continuous service is eligible to take reservist leave without pay of up to twenty (20) days per calendar year for annual training, and as long as necessary to accommodate the period of service required for international or domestic deployment.**

Article 19 - Employee Benefit Plans

19.01 The Employer shall contribute **one hundred percent (100%)** of the monthly premium cost for eligible Employees receiving the following benefits as part of the Manulife Group Benefits Plan:

- (a) Life Insurance
- (b) Critical Illness Insurance
- (c) Accidental Death & Dismemberment Insurance
- (d) Dependent Life Insurance

(e) Extended Health Care

(f) Dental Care

19.02 Eligible Employees shall contribute one hundred percent (100%) of the monthly premium cost for the following benefit:

(a) Long Term Disability

19.03 Participation in the benefits plan is mandatory for all eligible Employees upon **commencement** of employment. Eligible Employees are defined as follows:

(a) Regular full-time Employees

(b) Regular part-time Employees working more than thirty (30) regularly scheduled hours per week.

19.04 Employees of the Calgary Parking Authority are members of the Local Authorities Pension Plan in the Province of Alberta and come under the terms of reference of the Plan in accordance with the rules and regulations as set forth in the Local Authorities Pensions Act.

Article 20 - Safety and Health

20.01 The Employer agrees to maintain a safety program consistent with its Occupational and Environmental Health and Safety Mission statement.

20.02 The Parties agree that the maintenance of a safe and healthy work place environment is a major contributing factor to the well being of the Employees and to the efficient operation of the Calgary Parking Authority and further agree to cooperate on these matters through the auspices of the Joint Work Site Health and Safety Committee.

20.03 The Joint Work Site Health and Safety Committee shall consist of a minimum of six (6) members of whom two (2) shall be elected or appointed by the Union.

20.04 Where any concerns arise with respect to the work environment including matters of personal security, they shall be referred to the Department Supervisor. In the event that the matter is not addressed within one month by the Supervisor, it may be referred by either the Employee or Supervisor to the Joint Work Site Health and Safety Committee.

- 20.05 The Employer shall provide pay at the Employee's regular rate of pay for those hours spent attending a meeting of the Joint Health and Safety Committee.
- 20.06 The Employer shall advise the Union of any changes it may make to the Occupational and Environmental Health and Safety Mission statement.
- 20.07 The Employer agrees to pay an allowance of **seven dollars (\$7.00)** per pay period to Employees who are required, as a condition of employment, to buy and to wear C.S.A. approved safety boots in the performance of their duties. Such boots must be suitable for the work performed and must be maintained in good repair.
- 20.08 The Employer will provide the necessary instruction, tools and protective clothing when employees are required to handle and dispose of biological waste and bio hazardous materials.

Article 21 - Uniforms

- 21.01 The Employer agrees to review with the Sub-Local any proposed changes in the uniform which Employees are required to wear prior to the implementation of those changes.

Article 22 - New or Altered Classes

- 22.01 The Employer may alter Classifications and establish new **Departments and/or** Classifications and set wage rates related thereto and shall notify the Union of any such change.
- 22.02 If the Union is not in agreement with the wage rate established by the Employer, it may, within seven (7) calendar days of receipt of such notification, submit the matter as a grievance commencing at Step I. Should the matter be advanced to arbitration, the arbitrator shall have the authority to establish a rate of pay that is reasonable in the circumstances.
- 22.03 No existing Employee's wage rate will be reduced during the term of the Collective Agreement as a result of a change under this Article.

Article 23 - Pay Schedule

- 23.01 Progress Through the Pay Schedule
- Except as provided under Article 11.04, Employees shall progress through the steps of the Pay Schedule on the basis of continuous service in the applicable **Classification**. The service of Part-time and Casual

Employees shall be pro-rated on the basis of the actual number of hours worked at regular rates.

June 1, 2018 0%

			Step 2	Step 3	Step 4
		Step 1	6 mo. after	6 mo. after	6 mo. after
		<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
23.02	Operations and Facilities				
	Classification				
	Janitorial Worker	22.28	23.33	24.35	26.42
	Customer Attendant	22.28	23.33	24.35	26.42
	Maintenance Worker	24.76	25.92	27.05	29.32
	Property Processor	24.76	25.92	27.05	29.32
	Lead Hand, Yard Operations	29.03	30.48		
	Building Operator	29.91	31.30	32.64	35.40
	Electrician	43.94	46.26	48.70	51.26
23.03	Parking Safety and Compliance				
	Classification				
	Customer Solutions Center Representative	22.28	23.33	24.35	26.42
	Mobile Patrol Officer	26.42	27.63	28.85	31.31
	ParkPlus Patrol Officer	26.42	27.63	28.85	31.31
	Lead Hand, ParkPlus Patrol	33.26	35.20		
23.04	IT and Technical Services				
	Classification				
	Parking Equipment Technician	31.35	34.06	36.89	39.55
	Lead Hand, Parking Equipment Technician	41.50	43.44		

June 1, 2019 0.5%

			Step 2	Step 3	Step 4
		Step 1	6 mo. after	6 mo. after	6 mo. after
		<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
23.02	Operations and Facilities				
	Classification				
	Janitorial Worker	22.39	23.45	24.47	26.55
	Customer Attendant	22.39	23.45	24.47	26.55
	Maintenance Worker	24.88	26.05	27.19	29.47
	Property Processor	24.88	26.05	27.19	29.47
	Lead Hand, Yard Operations	29.18	30.63		
	Building Operator	30.06	31.46	32.80	35.58
	Electrician	44.16	46.49	48.94	51.52
23.03	Parking Safety and Compliance				
	Classification				
	Customer Solutions Center Representative	22.39	23.45	24.47	26.55
	Mobile Patrol Officer	26.55	27.77	28.99	31.47
	ParkPlus Patrol Officer	26.55	27.77	28.99	31.47
	Lead Hand, ParkPlus Patrol	33.43	35.38		
23.04	IT and Technical Services				
	Classification				
	Parking Equipment Technician	31.51	34.23	37.07	39.75
	Lead Hand, Parking Equipment Technician	41.71	43.66		

June 1, 2020 1.5%

			Step 2	Step 3	Step 4
		Step 1	6 mo. after	6 mo. after	6 mo. after
		<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
23.02	Operations and Facilities				
	Classification				
	Janitorial Worker	22.73	23.80	24.84	26.95
	Customer Attendant	22.73	23.80	24.84	26.95
	Maintenance Worker	25.25	26.44	27.60	29.91
	Property Processor	25.25	26.44	27.60	29.91
	Lead Hand, Yard Operations	29.62	31.09		
	Building Operator	30.51	31.93	33.29	36.11
	Electrician	44.82	47.19	49.67	52.29
23.03	Parking Safety and Compliance				
	Classification				
	Customer Solutions Center Representative	22.73	23.80	24.84	26.95
	Mobile Patrol Officer	26.95	28.19	29.42	31.94
	ParkPlus Patrol Officer	26.95	28.19	29.42	31.94
	Lead Hand, ParkPlus Patrol	33.93	35.91		
23.04	IT and Technical Services				
	Classification				
	Parking Equipment Technician	31.98	34.74	37.63	40.35
	Lead Hand, Parking Equipment Technician	42.34	44.31		

Article 24 - Travel Allowance

24.01 If an Employee is required to report to more than one work location in any one shift, the Employer will reimburse the Employee **in accordance with Canada Revenue Agency mileage rates** or, at its discretion, provide a vehicle for the travel required.

Article 25 - Copies of Agreement

26.01 The Calgary Parking Authority shall undertake to arrange for the printing of sufficient copies of this Agreement (to a maximum of 200 copies) within ninety (90) days of signing of the Agreement by both parties. The Union and the Employer shall each pay one-half the printing cost.

Article 26 - Duration

26.01 This Agreement shall be in full force and effect from the date of signing of this agreement to May 31, **2021** unless changed by mutual consent of the parties hereto. Either party wishing to amend, modify, terminate or renew this Agreement shall give the other party a written notice of such intention between the one hundred and twentieth (120th) and sixtieth (60th) day prior to May 31, **2021**.

26.02 During negotiations, conciliation or mediation, all clauses of this Agreement shall remain in full force and effect.

26.03 There shall be no strike or lockout during the life of this Agreement.

Signed this 19 day of November 2019, in the City of Calgary.

SIGNED ON BEHALF OF
THE CALGARY PARKING
AUTHORITY

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 38

