



COLLECTIVE AGREEMENT

Between

**The Corporation of
The City of Calgary**

and

**Canadian Union of
Public Employees**

Local 709

2021 – 2023

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General Meetings:

General meetings are held the fourth (4th) Tuesday of each month, except July, August and December and commence at 7:09 p.m.

2021 – 2023 COLLECTIVE AGREEMENT
 CUPE LOCAL 709
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MEMORANDUM OF AGREEMENT made this 28 day of July, 2022

BETWEEN:

THE CORPORATION OF THE CITY OF CALGARY
hereinafter called "The City"

OF THE FIRST PART
and

CIVIC FOREMEN'S UNION LOCAL 709 OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
hereinafter called "The Union"

OF THE SECOND PART

1.00 COVERAGE AND DEFINITIONS

1.01 Definitions

The following words have an associated definition within the Collective Bargaining Agreement and shall be capitalized.

- A. "Human Resources" or "HR" - the Human Resources Business Unit of The City of Calgary
- B. "Labour Relations" or "LR" - the Division of the Human Resources Business Unit of The City of Calgary
- C. "The City" - The Corporation of The City of Calgary
- D. "The Union" - The Canadian Union of Public Employees Local 709
- E. "Collective Bargaining Agreement" or "CBA" - sets out the terms and conditions of employment
- F. "Seasonal Employment Office" - the office responsible for seasonal hiring within the Human Resources Business Unit of The City
- G. "Sickness and Accident" or "S&A"- short term disability benefit
- H. "MEBAC" - The Municipal Employees' Benefit Association of Calgary
- I. "LTD" - Long Term Disability
- J. "WCB" - Workers Compensation Board

1.02 Management Rights

The Union recognizes that it is the function of The City to exercise the regular and customary functions of management and to direct the working forces of The City, subject however, to the terms of the **CBA**.

1.03 Purpose and Coverage

The purpose of this **CBA** is to stipulate the rates of pay and working conditions of those employees whose bargaining rights are held by The Union in accordance with the provisions of the Labour Relations Code.

The City recognizes **The Union** as the exclusive bargaining agent for the employees employed within the scope of the Alberta Labour Relations Code Certificate #120-2012.

1.04 Term of CBA

This **CBA** shall be in full force and effect as of January 4, 2021 and shall continue in full force and effect to **December 31, 2023**, and from year to year thereafter, except as hereinafter provided.

1.05 Negotiations Notice

Either party wishing to amend or terminate the **CBA** shall give notice in writing of such desire to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the termination date of this **CBA**. Pre-negotiation studies may be carried out if mutually agreed.

1.06 Coverage Extension

If notice to negotiate has been given by either party prior to the termination date of this **CBA**, or if negotiations continue beyond the termination date of this **CBA**, the **CBA** shall remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

1.07 Classification

The parties agree to accept the rates of pay as shown in Schedule C: Rates of Pay.

1.08 New Positions

The addition of new positions to The City shall be carried out as follows:

- A. Upon receipt of an approved Job Evaluation Questionnaire (JEQ) for a new position, **HR** shall conduct a review and complete a rating within six (6) months. Upon completion of the rating **HR** shall notify the incumbent (if one exists), the Exempt Supervisor and The Union of the rating decision.

- B. The effective date of the rating shall be either: the date that the approved JEQ was submitted or the identifiable date that the regular position commenced.

1.09 Certification Change Process

The City agrees that at any time it wishes to exempt any position or employee from The Union's bargaining unit, it shall first discuss same with the Officers of The Union. The City shall explain the rationale of taking the position in question out of the bargaining unit. If The Union does not agree with the decision of The City, The Union may submit the matter to the Labour Relations Board for settlement.

1.10 Pay Adjustments on Reclassification of Current Positions

The classification of positions may be changed from time to time by The City due to altered circumstances, such as a change in duties or reorganization of work. New ratings assigned to positions may be appealed under the grievance procedure. In such cases:

- A. When a position has changed significantly, Management or the employee shall have the right to submit a JEQ for review and evaluation. **HR** shall conduct a review and complete a rating within a maximum period of six (6) months from the receipt of the JEQ. Any resulting change in the position rating, shall be made retroactively to the date of request or to the date of changed duties, if such date can be positively identified.
- B. When Management or **HR** requests a position review, based on a management-initiated reorganization or a change in duties and the position is lowered, but no demotion is intended, the employee concerned shall receive the general negotiated wage increases for a three (3) year period (as long as the employee remains in that position), after which red circling shall become effective.

When an employee requests a position review, and the position is lowered as a result of the review, the employee concerned shall have **their** rate of pay red-circled. Red circling ensures that the employee's base rate of pay is maintained with no further increases (as long as the employee remains in that position). The red-circled rate of pay shall remain in effect until the hourly base rate equals or surpasses the employee's red-circled hourly pay rate.

- C. Where the classification of a position is raised, the employee concerned shall be placed in the higher salary grade. The effective date of any changes to the classification of a position shall be either: the identifiable date the duties changed or the date on which the JEQ was signed by the employee(s) and approved by the Exempt Supervisor.

1.11 Rating Appeals

If the employee feels the ratings of compensable factors are incorrect, **they** shall have the right to submit an appeal, as per clause 1.10. The Union shall have the right to appeal new compensable factor ratings where there is no incumbent, as per clause 1.08. **Appeals shall be made through the grievance procedure.**

The parties agree to accept The City/**The Union** Job Evaluation Manual and the ratings established therein.

The City shall provide The Union with a copy of the current job specification upon the conclusion of a position review (including appeals, if any).

1.12 Pension Plan

The City acknowledges that all eligible employees shall participate in the Local Authorities Pension Plan, or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan **Text**, or the terms and conditions of the successor plan.

1.13 Benefits - Information Only

Employees are required to fully participate in the MEBAC and are eligible for applicable benefits therein.

1.14 Information to The City

It shall be the responsibility of each employee, including any employees, on layoff with recall rights, to keep The City informed of **their** current address, personal email address and phone number through **HR** (403-268-5800).

1.15 Electronic Communication

All formal communication between the parties related to the CBA shall be sent electronically.

All formal communication to LR shall also be sent directly to lr@calgary.ca. All formal communication to The Union shall also be sent directly to cupe709@telus.net.

2.00 UNION SECURITY AND EMPLOYEE RIGHTS

2.01 Check-off

The City agrees that all employees covered by this **CBA** shall be deducted Union dues on a bi-weekly basis and broken down into categories if required. Such dues shall be set by The Union but shall not include fines or assessments. Deductions shall be forwarded to the Secretary-Treasurer of The Union accompanied by a list of those employees so deducted and shall be sent to The Union not later than ten (10) days after deduction.

Upon thirty (30) days' notice by The Union, but no more than once per calendar year, The City shall provide The Union with an updated list of employee's names, addresses, personal email addresses and phone numbers.

2.02 Pay Days

All employees shall be paid on a biweekly basis.

2.03 Technological Change

The City shall assume all its responsibilities with regard to employees who may be affected by technological change. For this reason, The City agrees to set up retraining or refresher programs for employees thus affected wherever practicable. The City shall endeavour to give The Union notice of implementation of new methods and discuss with The Union any action liable to cause personnel problems.

2.04 Technological Change Transfers

If an employee cannot cope with technical or technological improvement and has to transfer and is able to do the work to which **they are** transferred, shall continue to receive the wage rate that **they** enjoyed at the time of transfer until such time as the lower rate reaches **their** former rate at the time of **their** transfer.

2.05 Technological Change Separations

When the above provisions have been exhausted without success, the following shall apply with respect to technological change only:

After ten (10) years of service, and in addition to the normal notice before layoff, an employee shall receive two (2) weeks at half (1/2) of **their** regular pay for each year served beyond ten (10) years to a maximum of twenty-six (26) weeks.

2.06 No Conflicting Agreements

No employee shall be required or permitted to make any agreements with The City or its representatives which directly conflict with this **CBA**.

2.07 Copies of the CBA

The City shall post an electronic copy of the CBA on both its internal and external website. The City shall undertake to arrange for the printing of sufficient copies of the CBA within ninety (90) days of the date the CBA is signed by both parties and shall accept the full cost.

2.08 Union Rights

- A. The Union shall list with the Business Units the current appointments of Union Officers, CUPE Representatives and Shop Stewards in each Work Unit and all shall be recognized by The City as part of the grievance procedure. A copy of such current lists of Union appointments shall be sent to LR.
- B. The Union shall have the right at any time to have the assistance of CUPE Representatives when dealing with or negotiating with The City. Such representatives shall not be denied reasonable access to The City's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operating necessities.

2.09 Discrimination and Harassment

The City shall not discriminate against any employee on the basis of race, religious beliefs, colour, gender, mental disability, physical disability, marital status, age, ancestry, place of origin sexual orientation, gender identity, **gender expression, family status, source of income** or any other protected grounds set out in the Alberta Human Rights Act. The foregoing does not apply with respect to the provisions, limitations, or defenses set out in any applicable legislation. The City shall **also** not discriminate against any of its employees on account of political beliefs, nor by reason of their membership or activity in The Union.

The City and The Union are committed to improving the workplace by maintaining a work environment for all its employees/members which is free from all forms of harassment. The City and The Union shall not tolerate, ignore or condone workplace harassment **or retaliation**. All employees/members are responsible for respecting the dignity and rights of their co-workers.

2.10 Disciplinary Action

- A. Whenever an employee is disciplined and the discipline is intended to be a matter of record on an employee's file, the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have The Union Shop Steward or other Union representative present.

- B. Discipline in the form of a written warning shall be removed from the employee's personal file (**HR** and Business Unit) after a period of twelve (12) months from the date of issue, unless subsequent discipline is issued within the twelve (12) month period. In the event subsequent discipline is issued, all discipline shall remain on the personal file for a period of twenty-four (24) months from the date of issue. Discipline levied greater than a written warning shall remain on the employee's personal file for a period of twenty-four (24) months from the date of issue. Any accumulation of ten (10) or more days of absence from work (excluding approved vacation time) shall be added to the stipulated time period.
- C. All employees shall have the right to see their personal file, by appointment, in their own Business Unit and **HR**.

2.11 Safety

It is agreed that Accident Prevention Policies and Regulations are necessary to protect the best interests of all employees and conformance with and enforcement of them shall be a condition of employment with The City.

2.12 Enforcement Responsibility

The City and all employees covered by this **CBA** shall consider it an important and essential part of their job to administer the safety program. The City and all employees shall, by precept and example, secure complete compliance with all safety regulations by all workers under their direction.

2.13 Safety Regulations

The City's Accident Prevention Policies and Regulations as published and amended from time to time, shall form the framework of reference within which the safety program shall be developed.

2.14 Occupational Health and Safety

An effective Occupational Health and Safety Program is dependent on a specific policy set by The City and made clear to all employees, including Exempt Supervisors and Foreman, who accept safety operations as part of their normal responsibility. Every effort shall be made to get all employees interested and active in the Occupational Health and Safety Program.

2.15 Health and Safety Committees

Joint Health and Safety Committees shall be established between The Union's and The City's representatives, in accordance with The City's Occupational Health and Safety Program. Committee appointments shall be by mutual agreement. Such committees shall meet no less than four (4) times annually to deal with concerns pertinent to Occupational Health and Safety. Terms of reference for committees shall include at minimum, the following responsibilities:

- I. Identifying unhealthy or unsafe situations at work;
- II. Recommending corrective or preventative actions; and,
- III. Ensuring Health and Safety education programs are established and maintained at the work site.

The committee may wish to have a representative participate in a worksite inspection as an observer. A representative from Safety Management shall arrange for such participation in an inspection set up under the Workplace Inspection Directive.

2.16 Committee Assistance and Mandate Change

It is agreed that The City, including Safety Management and the Executive of The Union shall assist committee members in acquiring the basic background information and expertise to effectively analyze areas and procedures with respect to identifying potential health and safety hazards.

The above parties agree that any further terms of reference and/or clarification of the terms of reference described above shall be developed and mutually agreed upon in joint consultation.

2.17 Implementing Recommended Changes

All Occupational Health and Safety Committee recommendations should be affected as soon as is practicable; if for any reason they are impractical, reasons for the failure to carry out the recommendation should be made clear to the individual making the suggestion and to the Occupational Health and Safety Committee concerned.

2.18 Equipment Safety

It is the responsibility of The City as well as members of The Union to make sure of the safe condition of all equipment. Frequent inspections shall be made to guard against defects that develop.

2.19 Unsafe Working Conditions

An employee shall not be required to work under conditions identified as being in violation of the Occupational Health and Safety Act and any amendments thereto, or any enactments subsequently legislated in Alberta.

3.00 GRIEVANCE PROCEDURE

3.01 Grievances

A grievance is any difference between the parties to or persons bound by this **CBA** concerning its interpretation, application, operation or any alleged violation of the **CBA**, or any question as to whether any difference is arbitrable.

The City and The Union jointly recognize the desirability of preventing grievances through the use of good judgment and communications and clear directives by all parties.

3.02 Filing Time Limit

- A. Grievances not submitted within ten (10) working days after the circumstances giving rise to such grievance occurred or should reasonably have been known, shall not be considered.
- B. **The time limits as set out in clause 3.11 Grievance Procedure Steps may be extended by any longer period which is mutually agreed by the parties. In addition, Steps one (1), two (2) and/or three (3) may be by-passed if mutually agreed by The Union and LR.**

3.03 Filing Procedure

No grievance shall be considered except under the following procedure, including specifically the placing of the grievance in writing at all steps, citing the clause allegedly violated, and signed by the employee affected. Copies of all grievances submitted at any step shall be forwarded to the Manager, **LR**. Grievances shall be submitted on a form satisfactory to The Union and The City.

3.04 Working Days

For the submission of grievances as provided herein, "Working Days" shall be considered as the days in which The City's general offices are open to the public for the transaction of regular business. For the purposes of article 3.00, "Working Days" shall exclude Saturdays, Sundays, and Statutory Holidays.

3.05 City Initiated Grievance

From time to time, The City may also file grievances with The Union. In such cases, grievances shall be filed by LR to a Union Executive Representative, within the time limits set out in clause 3.02. The grievance shall provide a detailed explanation of such violation, including the remedy being sought.

The Union, where necessary, shall make contact LR within five (5) days of receipt of the grievance, to arrange a meeting between the parties, to discuss the dispute within a mutually agreeable timeframe. If no meeting is scheduled within five (5) days of the grievance having been filed, or if resolution cannot be achieved within five (5) days of the meeting having taken place; The City shall advance the grievance to Arbitration within the timelines set out in clause 3.12.

3.06 Policy Grievance

A policy grievance shall be a dispute involving general application or interpretation of this CBA. Such grievances shall be filed at Step two (2) with the Chief Human Resources Officer.

When a dispute involving general application or interpretation of this CBA specific to a Business Unit arises, the grievance shall be filed at Step two (2) with the applicable Business Unit Director.

Policy grievances advancing to Step three (3) shall be filed with the applicable General Manager or their designate.

The scheduling, response and advancement timelines for policy grievances shall be administered in accordance with clause 3.11 Grievance Procedure Steps.

3.07 Rating Appeal Grievance

A grievance arising from a rating appeal, as set out in clause 1.11, shall be subject to an informal grievance meeting, in accordance with clause 3.10. The Union Executive Representative and/or the CUPE National Representative, and representatives from HR shall attend the informal grievance meeting.

If a resolution cannot be achieved; the grievance shall be advanced to the Manager of Total Rewards for a Step one (1) hearing and if still unresolved, may be advanced to the Chief Human Resources Officer, at Step two (2) of the Grievance Procedure, in accordance with clause 3.11.

3.08 Grievance Handling and Union Activities

No grievance handling or Union activity shall take place on City property, at work sites, or during working hours except with permission of the Exempt Supervisor responsible in that work area and such permission shall not be unreasonably withheld.

3.09 Employee Attendance at Hearings

As The Union has carriage of the grievance, an aggrieved employee shall be permitted, but shall not be required to attend all steps of the Grievance Procedure. If grievance hearings are held during the employee's scheduled working hours, they shall suffer no loss of pay to attend the hearing. Where possible, management shall schedule grievance hearings during the employee's normal working hours and shall invite the employee to the scheduled hearing.

If the hearing is scheduled outside of the employee's normal working hours, the employee may attend, but shall not be compensated.

Employees on an adjudicated disability claim (WCB/S&A/LTD), or a medical leave of absence, must obtain medical clearance to attend grievance hearings. Grievance hearings shall not be unreasonably delayed, to accommodate the employee's attendance.

3.10 Informal Grievance Meeting

Once a grievance has been filed, in accordance with clause 3.02, The City or The Union may request a meeting with the intention of resolving the dispute prior to advancing the grievance through the formal procedure. Such informal meeting shall at minimum include a Union Executive Representative and/or the CUPE National Representative, and HR representative(s).

Within three (3) days of a grievance being filed, either party may request an informal grievance meeting, to be held within a mutually agreeable timeframe. In the absence of an informal grievance meeting, the grievance shall advance to Step one (1). If an informal meeting is held and does not result in a resolution within five (5) days of the meeting; the grievance shall advance to Step one (1).

3.11 Grievance Procedure Steps

Any employee desiring to appeal against their dismissal shall do so under the Grievance Procedure, and in such cases the first step shall be omitted.

Those grievances arising under this **CBA** shall be **advanced** and settled as follows:

1. Step 1 - **A Union Executive Representative, designated Union member** or the CUPE National Representative may present the grievance to the Manager, or **their** designate, who shall **contact The Union to arrange a step one (1) hearing withing a mutually agreeable timeframe.** A **written** decision shall be rendered within **five (5)** working days of the presentation. If a settlement satisfactory to The Union is not reached, the grievance may proceed to Step **two (2)**.

2. Step 2 - Within **five (5)** working days of receipt of the **Step one (1)** decision, The Union Executive Representative, **designated Union member** or the CUPE National Representative may submit the grievance to the Director, or **their designate, who shall within five (5) working days of receipt of the request, contact The Union to arrange a step two (2) hearing, within a mutually agreeable timeframe.** A **written** decision shall be rendered within five (5) working days of the presentation. If a settlement satisfactory to **The Union** is not reached, the grievance may proceed to **Step three (3).**
3. Step 3 - Within five (5) working days of receipt of the **Step two (2)** decision, **The** Union Executive Representative, **designated Union member** or the CUPE National Representative may **advance** a grievance arising from a termination or a policy grievance to the applicable General Manager or **their designate, who shall within five (5) working days of receipt of the request, contact The Union to arrange a step three (3) hearing, within a mutually agreeable timeframe.** A **written** decision shall be rendered within ten (10) working days of the presentation. If a settlement satisfactory to **The Union** is not reached, the grievance may proceed to arbitration.

3.12 Arbitration

If settlement of the grievance is not reached at either Step two (2) or Step three (3), the grievance may be referred by either party to arbitration, for final and binding settlement on all parties.

Within **thirty (30)** days of the receipt of the **Step two (2)** or **three (3)** decision, either of the parties may notify the other party, in writing, of its desire to submit the grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the **Chairperson.**

If the recipient of the notice fails to appoint an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two (2) appointees fail to agree upon a **Chairperson** within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

The Grievance Arbitration Board shall hear and determine the grievance and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the **Chairperson** governs, and it shall be deemed to be the award of the Grievance Arbitration Board.

Each party to the difference shall bear the expense of its respective appointee to the Grievance Arbitration Board and the two (2) parties shall bear equally the expenses of the **Chairperson.**

The above time limits may be extended by mutual agreement.

The parties may, by mutual agreement, elect grievance finalization by a single Arbitrator under the provisions of the Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator, the grievance shall be settled by a Grievance Arbitration Board as provided for above.

Subject to the following paragraph, the Grievance Arbitration Board by its decision shall not alter, amend, or change the terms of the **CBA**.

The Grievance Arbitration Board may direct The City to reinstate the employee and pay to the employee a sum equal to **their** wage loss by reason of **their** unjust suspension or unjust dismissal or such lesser sum as, in the opinion of the Grievance Arbitration Board, is fair and reasonable or the Grievance Arbitration Board may make such other orders as it considers fair and reasonable having regard to the terms of the **CBA**.

3.13 Reinstatement

Any employee who has grieved **their** dismissal or disciplinary suspension by The City, and who is later reinstated prior to Arbitration, shall, subject to the conditions of reinstatement, not lose seniority and shall not suffer loss of regular pay for the time reinstated, taking into account any earnings the employee received while not in the employ of The City.

4.00 SENIORITY, TRANSFER, PROMOTION, LAYOFF AND RECALL

4.01 Definitions

A. Regular Position

A regular position shall be defined as one that has been duly authorized as part of the normal establishment in a **Work Unit** of a Business Unit.

B. Permanent Employee

A permanent employee shall be defined as one who has been selected, as per **subclause 4.05 (A)**, or appointed, as per **subclause 4.05 (B)**, to a regular full-time position, and has served a complete probationary period [as defined in **subclause 4.01 (D)**], for the purpose of establishing permanency and meeting the requirements of the position.

C. Provisional Position

After twenty-four (24) months of work in a continuous period of service in a **Work Unit** (as defined in clause 4.04), the temporary full-time employee shall be granted permanent status into a provisional position. Performance reviews shall be performed after at least the ninth (9th) and twenty-first (21st) month of continuous service for those temporary full-time employees. For the purpose of determining the twenty-four (24) months of work period, any accumulation of ten (10) or more working days of absence from work shall be added to the stipulated twenty-four (24) month period.

No probationary period shall be required if the permanent employee in a provisional position is placed in an identical regular position where the duties and responsibilities of that position have been satisfactorily performed by that employee.

D. Probationary Period

A complete six (6) month period of work in a continuous period of service shall be served by all employees in any regular position in order to assess employees' abilities to meet the requirements of such regular positions. Notwithstanding the foregoing, employees not meeting the requirements may be removed from such positions at any time. The probationary period may be extended as required following mutual agreement with The Union. For the purpose of determining the probationary period, any accumulation of ten (10) or more days of absence from work shall be added to the stipulated six (6) month period. Probationary status reports shall be completed, at the third (3rd), fifth (5th), and any subsequent month of the probationary period.

E. Temporary Employee

A temporary employee shall be one who has not attained permanent employee status, as per **subclause 4.01(B)**, or a provisional position, as per **subclause 4.01(C)**.

F. Probationary Employee

A probationary employee shall be one who has been selected, or appointed, as per **subclause 4.01(B)**, and is serving a probationary period, as per **subclause 4.01(D)**.

G. Full-time Employee

The word 'full-time' when used in this **CBA** shall refer to an employee who is assigned working hours as defined in clause 5.02.

H. Part-time Employee

The word 'part-time' when used in this **CBA**, shall refer to an employee who is assigned working hours that are less than the working hours as defined in clause 5.02.

I. Promotion

The word 'promotion' when used in this **CBA** shall mean the movement of an employee to a position with a higher regular rate of pay than **their** present position.

J. Transfer

The word 'transfer' when used in this **CBA** shall mean the movement of an employee to a position with the same regular rate of pay as **their** present position.

K. Trial Period

All permanent employees promoted to a regular **Foreman** position shall serve a six (6) month trial period in their new position. Performance status reports shall be completed at minimum during the third (3rd) and fifth (5th) month of the trial period.

No trial period shall be required if the permanent employee has completed the relief hours, as outlined in **subclause 4.11 (F)**, for the same **Foreman** position.

4.02 Certification Change and Seniority

The City and The Union may agree to exclude or include certain employees, notwithstanding existing certificates. Such agreements shall be reduced to writing and shall form part of this CBA.

Any employee in The City service, who is reassigned to this bargaining unit as a result of mutual agreement between The City and The Union or as a result of a decision of the **Alberta** Labour Relations Board, **shall have their seniority date negotiated between the parties.**

Should The City take over any of the operations or functions of another employer, the parties agree to negotiate the seniority dates for affected employees.

4.03 Seniority

A. Definition of Seniority

Seniority is defined as the length of service in the bargaining unit (subject to subclause B), within the Work Unit, as defined in clause 4.04. Seniority commences on the date the successful applicant's initial (permanent or relief) Foreman posting closed.

In the event seniority is equal, employees shall be rank ordered by employee ID number in descending order (i.e., the employee with the lowest employee ID shall be ranked first).

B. Adjustment of Seniority

An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed thirty (30) consecutive days (except as specified in article 6.00), and as per the provisions of clause 3.13. Employees shall have their seniority adjusted based on periods of layoff.

C. Loss of Seniority

An employee shall cease to be in service in the bargaining unit and shall lose seniority only in the event of:

- I. Resignation;
- II. Absence from work for **four (4)** regularly scheduled consecutive working days without notifying The City;
- III. Terminations;
- IV. Decisions of the Grievance Arbitration Board;
- V. As per the provisions of **subclauses 4.03(A), 4.05(E), 4.05(F), 4.05(I) and clause 4.09.**

4.04 Work Units

Work Units in **Operational Services**:

- (1) Waste and Recycling Services
- (2) Water Services (Field Operations)
- (3) Wastewater Treatment and Calgro
- (4) Water Treatment
- (5) **Warehousing and Inventory**
- (6) Fleet Services
- (7) **Facility Management**
- (8) **Parks and Open Spaces**
- (9) **Golf Courses**
- (10) **Mobility Maintenance, Materials and Surface Restoration, and Service Design**
- (11) **Mobility Operations**

Work Units in Community Services:

- (12) Aquatics and Fitness Centres, Leisure Centre Aquatics; Boat Patrol and Arenas/Athletic Parks and Leisure Centre Arenas

4.05 Application of Seniority

A. Selections

In staffing positions, selections shall be made on the basis of education necessary for the position, experience, skill, training, ability, knowledge and other relevant attributes. Where these factors are judged to be relatively equal by The City, seniority, as defined in **subclause 4.03 (A)**, shall be the determining factor.

B. Appointments

The senior employee in the same **Work Unit** may be appointed to a position by The City, in accordance with the factors specified in **subclause 4.05 (A)**, without posting.

Where a relief list is used, the top ranked employee on the relief list may be appointed by The City to a position, in accordance with the factors specified in **subclause 4.05 (A)**, without posting.

C. Layoff - Permanent Employees

- I. In the event of an encumbered position elimination, management shall reassign the impacted permanent employee(s) to a vacant position within the Work Unit, in order of seniority without promotion, taking into account the required qualifications, as per subclause 4.05 (A), to satisfactorily perform the work available. The City shall continue to maintain the sole right to decide whether to staff a vacant position.**

Where eliminations occur for multi-incumbent positions, the least senior permanent employee(s) shall be first impacted.

- II. No permanent employee shall be laid off while temporary employees, and probationary employees remain actively employed in the Work Unit, however taking into account the required qualifications to satisfactorily perform the work available in the Work Unit [as per subclause 4.05 (A)].**

Permanent employees shall receive fourteen (14) calendar days written notice of layoff or pay based on their hours most worked rate of pay, in lieu of notice.

D. No New or Previous Employees

No new employees or previous employees shall be hired until those permanent employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the requisite qualifications, as per **subclause 4.05 (A)**, to satisfactorily perform the work available in the **Work Unit**, as defined in **Clause 4.04**.

E. Recall Rights

Employees laid off after completing four (4) or more months work in a continuous period of service in a **Work Unit** shall be recalled, subject to **subclause 4.05 (D)**, provided they have the requisite qualifications, as per **subclause 4.05 (A)**, to perform the duties of the positions to be filled. Recall rights shall apply only in the **Work Unit** as defined in clause 4.04 in which such work time was attained.

For employees hired/rehired after January 1, 2023:

Temporary employees laid off after completing an initial period of six (6) months of active full-time work in a continuous period of service, in a Work Unit shall have recall rights. Following successful completion of a probationary period, where applicable, all permanent employees shall have recall rights.

F. Notice of Recall

Notice of recall **prior to staffing** shall be **sent to the employee's personal email address as per clause 1.14 Information to The City. Failure to submit the completed package to the Seasonal Employment Office or designated alternate contact, by the specified deadline or failure to show up on the start date communicated by The City, shall result in loss of recall rights.**

G. Permission to Rest Recall Rights

Upon making written application **to The City**, an employee may be granted permission to rest recall rights for an agreed upon period, **not to exceed twelve (12) months from their last layoff**. The application must be approved by **The City's designated contact in HR**. The Union and the employee **shall be** informed, in writing, of the decision. **Other** terms and conditions of recall shall apply on expiration of the agreed term.

An extension beyond twelve (12) months, from the date of their last layoff must be submitted by The Union and approved in writing by LR.

H. Recall for Employment of Short Duration

An employee recalled for employment of less than two (2) weeks at a time when employed elsewhere shall not lose recall rights for refusal to return to work with The City provided the employee shows the period of employment with the other employer to be of a reasonably longer duration than that offered by The City.

I. Lapse of Recall Rights

Subject to other provisions in this article, recall rights shall lapse after twelve (12) months from date of layoff.

4.06 Posting of Positions

The City has the sole right to decide on the posting of positions. When a position is posted, such posting shall be for a minimum period of **seven (7) calendar** days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

4.07 Copies of Postings

A report containing the type of position, the nature of the duties and the minimum qualifications required from all postings, shall be forwarded to The Union Office and when an appointment is made, The Union shall be notified of the appointee's name, starting date, classification, and associated rate of pay.

4.08 Staffing of Positions

A vacancy shall be filled in accordance with the principle of **subclause 4.05 (A)** with the first consideration given to employees in the **Work Unit**, then from the Business Unit, then from outside the Business Unit and final consideration to other employees.

Where The City has advertised the position outside The City service, The City agrees the applications received shall not be considered until all applications from employees within the bargaining unit have been assessed.

4.09 Reversion

- A.** When a permanent employee is transferred or promoted to a regular position within the bargaining unit, **they** shall be permitted to or may be required to revert to **their** former regular position. **They** shall be permitted to retain **their** seniority in that former position for a period not to exceed the time frames specified in **subclause 4.01 (D)**, from the date of transfer or promotion. Any employee affected by such reversion shall also be returned to **their** former position.
- B.** When a permanent employee is transferred or promoted to or from a position within The City not represented by The Union, shall be permitted to, or may be required to revert to **their** former regular position. **They** shall be permitted to retain **their** seniority in that former position for a period not to exceed the time frames specified in **subclause 4.01 (D)** from the date of transfer or promotion. Any employee affected by such reversion shall also be returned to **their** former position.

4.10 Relief or Temporary Assignment

When a permanent employee is relieving in a position or accepts a temporary assignment outside the bargaining unit, such employee shall retain all past and accruing seniority for a period not to exceed twenty-four (24) months.

Employees shall continue to pay union dues to The Union during this period based on the rate paid to the employee immediately prior to such relief or temporary assignment.

Upon completion of the relief or temporary assignment, an employee shall return to **their** former **Work Unit** and to the position held prior to the relief or temporary assignment. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in **their** position prior to accepting another temporary assignment. The Exempt Supervisor, based on operational requirements, may waive the six (6) month time period.

4.11 Relief Positions

With reference to relief positions, the following criteria shall apply:

- A. 'Relief Foreman' eligibility lists shall be established and maintained in accordance with the principles outlined in **subclause 4.05 (A)**. Temporary assignments arising from seasonal or other operational requirements shall be staffed using the associated eligibility list where one exists for the position. A copy of the eligibility list shall be sent to The Union Office;
- B. Rank order eligibility for relief purposes shall be the date the eligibility list is established and subject to **subclauses 4.11 (C) and (E)** may be assigned in the order the employees are listed on the eligibility list;
- C. Where deemed practicable and in accordance with a documented development and evaluation plan, The City, with mutual consent from The Union, may assign eligible employees on a rotational basis;
- D. When a **Relief Foreman** is removed from the list, should the employee reapply and be accepted on the list, **their** rank order shall be from the date of being reaccepted as a **Relief Foreman**;
- E. Site specific relief requirements in **Work Units** shall take into account qualifications and seniority only and typically be used for short term situations. They shall not exceed thirty-five (35) calendar days in duration.
- F. Upon initially being accepted onto a Forman relief list, employees shall serve the equivalent of a six (6) month (nine hundred and fifty (950) hour) review period. Employees shall be subject to performance reviews following the completion of four hundred and sixty-five (456) and seven hundred and ninety-eight (798) relief hours, in order to assess employees' abilities to meet the requirements of the position. Notwithstanding the foregoing, employees not meeting the requirements may be removed from the relief list at any time prior to the completion of nine hundred and fifty (950) relief hours.

- G. After twenty-four (24) months of continuous relief in the same position, within the **Work Unit** as defined by clause 4.04, the **Relief Foreman** shall be appointed to the next available vacant regular position. The decision to fill the vacant position resides with management. The relief opportunity shall not be ended merely to break the twenty-four (24) months of continuous service.

5.00 HOURS OF WORK, RATES OF PAY, PAY PREMIUMS, **ALLOWANCES**

5.01 Hours and Days of Work

The hours of work and days of work in this Article or in any applicable work permits are stated solely for the purpose of calculating overtime and shift differential (where applicable) and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours and days to be worked.

No adjustments shall be made to the pay of those employees working during the changeover to accommodate Daylight Saving Time. All such employees shall be paid for their normal shift.

5.02 Hours of Work

The standard hours of work, subject to the specific provisions of this **CBA**, shall consist of one of the following:

- A. On a scheduled basis, shall average thirty-eight (38) hours per week over a six (6) week period, with consecutive days off; or
- B. On a scheduled basis, shall average forty (40) hours per week over a six (6) week period, with consecutive days off.

In response to operational requirements, The City has the right to increase the hours of work from an average of thirty-eight (38) hours per week to an average of forty (40) hours per week over a six (6) week period without incurring overtime premiums. The City shall advise The Union, no less than fourteen (14) calendar days prior to implementing additional hours of work, of the start date and expected duration.

In response to operational requirements, The City has the right to decrease the hours of work from an average of forty (40) hours per week over a six (6) week period, down to an average of thirty-eight (38) hours per week. In this event, The City shall serve six (6) months' notice of the reduction in hours of work.

5.03 Standard Workday

The standard workday, subject to the specific provisions of this **CBA**, shall be any consecutive hours between 0700 and 1800 hours.

5.04 Rest Periods

- A. All full-time employees working standard hours of work, as per clause 5.02, shall be permitted:
 - I. **A** twenty (20) minute **paid** rest period in the first and second half of their shift. A daily maximum of forty (40) minutes during a nine and a half (9.5) or ten (10) hour shift; or

- II. **A thirty (30) minute paid rest period in the first and second half of their shift. A daily maximum of sixty (60) minutes during a twelve (12) hour shift.**
- B. All part-time employees working more than a four (4) hour shift, shall be permitted a **paid rest period of twenty (20) minutes, once every four (4) hours worked, as assigned by The City.**
- C. **Employees working overtime resulting from an extension of shift, shall be permitted a thirty (30) minute paid rest period, to be taken no later than four (4) hours from their last rest period. Such rest periods shall be deemed part of the overtime hours worked.**

Employees called in for overtime shall receive a thirty (30) minute paid break upon completion of each four (4) hours worked.

5.05 Schedules of Work

Whenever shifts are established, employees and/or shifts shall rotate at least every six (6) weeks or be firmly scheduled. Where any shifts are not rotated, preference shall be by seniority and requisite qualifications to perform the required work.

5.06 Work Schedule Notification

The Union shall be informed of the establishment of schedules of work prior to being established by The City but in no case shall work be curtailed.

In order to affect the establishment of new schedules of work, the parties agree to convene and, with the assistance of LR to review proposed schedules of work and the needs of the operation. Review committees may be struck in order to seek the input and cooperation of the parties.

5.07 Shift Change Notice

- A. Employees who work a regularly scheduled shift of eight (8) hours per day or less shall be given twenty-four (24) hours written notice of a shift change. Failure to give at least twelve (12) hours rest between shifts which are being changed as a result of this notice shall result in payment of overtime for any hours worked during such normal rest periods, occurring as a regular part of any firmly scheduled shifts.
- B. Employees who work a regularly scheduled shift greater than eight (8) hours per day shall be given fourteen (14) calendar days written notice of a shift change except in the following circumstances:

- I. The employee, or The Union on behalf of employee(s) requests the shift change;
- II. An accident has occurred;
- III. Urgent work is necessary; or
- IV. Other unforeseen or unpreventable circumstances arise.

Failure to give fourteen (14) calendar days written notice of a shift change, in circumstances not listed above, shall result in overtime being paid for any hours worked that exceed eight (8) hours in a workday that were not set out in the employee's regular work schedule, during the fourteen (14) day notice period.

5.08 Inability to Report

It shall be the responsibility of the employee to notify **their** Exempt Supervisor (or stipulated contact), no less than one (1) hour prior to **their** start time of **their** inability to report to work. The employee, when unable to notify of **their** inability to report, shall provide reasons acceptable to The City.

Whenever practicable, when an employee is ready to return to work, **they** shall notify **their** Exempt Supervisor (or stipulated contact) on the workday **prior** to the actual day of return

5.09 Definition of Overtime

Call-outs, scheduled overtime, and extensions of the scheduled daily hours of work (extending both into and/or beyond those hours) shall be defined as overtime.

5.10 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled daily hours worked while engaged in operations requiring standard working hours, as per clause 5.02.

Employees engaged in operations requiring scheduled hours of work other than those identified in clause 5.02, shall receive overtime pay for hours worked in excess of the standard weekly average of thirty-eight (38) hours or forty (40) hours.

5.11 Overtime

Overtime shall be paid under the following circumstances:

- A. Where overtime is definitely assigned by The City;
- B. For emergency work in cases of call-outs for which payment is subsequently authorized by the Exempt Supervisor concerned.

5.12 Workday Extensions

Extensions of the day's work which are interrupted by an unpaid break in excess of two (2) hours shall be paid as 'Call-Outs' regardless of prior notifications having been given.

When Management determines that there is an operational requirement for a crew's workday to extend beyond their regular shift, the workday extension shall be assigned to the Foreman on that crew.

5.13 Overtime Distribution

The City agrees that overtime shall be distributed as equitably as possible among employees qualified to do the work in the Operating Section, over the twelve (12) month period, commencing the **day following the first pay day** in April of each year. **On this date and where appropriate, the order of distribution shall commence with the most senior employee within the Operating Section.** It is understood that management cannot reasonably distribute overtime equitably for employees who are directed to be on standby, decline call-out or who move between **Operating Sections** within a twelve (12) month period.

For monitoring purposes, the Business Unit shall provide The Union with a list of employees and the amount of overtime hours worked by employees on a quarterly basis. Following receipt of the list, any discrepancies in the equitable distribution of overtime, not resulting from qualifications, standby, refusal of call-out or movement between **Operating Sections** raised by The Union; the Business Unit shall endeavour to address in the following quarter.

Operating Sections shall be as follows:

Operational Services

Waste and Recycling Services:

1. District 1 **Residential** Collection
2. Spyhill Waste Management Facility
3. District 2 **Residential** Collection
4. East Calgary Waste Management Facility
5. District 3 **Residential** Collection
6. Shepard Waste Management Facility
7. District 4 **Residential** Collections
8. District 5 Programs
9. District 6 **Commercial** Collections

Water Services (Field Operations):

10. **Drinking Water Distribution – Repair and Maintenance**
11. **Drinking Water Distribution – Operations and Maintenance**
12. **Wastewater & Stormwater Collection – Stormwater Operations and Maintenance/
Lift Stations**
13. **Wastewater & Stormwater Collection – Wastewater Repair**
14. **Wastewater & Stormwater Collection – Wastewater Operations and Maintenance**

- 15. **Water Services – Customer and Business Support – Meters**
- 16. **Operational Services – Frontline Operational Support**

Wastewater Treatment:

- 17. Operations
- 18. Maintenance
- 19. Calgro

Water Treatment:

- 20. Operations
- 21. Maintenance

Fleet and Inventory:

- 22. **Warehousing and Inventory**
- 23. Fleet Services – Manufacturing **Fabrication and Welding (Manchester)**
- 24. Fleet Services – Maintenance (Manchester)
- 25. Fleet Services – Maintenance (Satellites)

Parks and Open Spaces:

- 26. Water Management
- 27. **Urban Forestry – by region:**
 - i. **North**
 - ii. **South**
 - iii. **Nursery Planting**
- 28. **Infrastructure – by region:**
 - i. **North & East**
 - ii. **West**
 - iii. **South**
- 29. **Integrated Pest Management**
- 30. **Zone 1**
- 31. **Zone 2**
- 32. **Zone 3**
- 33. **Zone 4**
- 34. **Zone 5**
- 35. **Zone 6**
- 36. **Zone 7**
- 37. **Zone 8**
- 38. **Zone 9**
- 39. **Cemeteries**
- 40. **Golf Courses**

Recreation:

- 41. **Aquatics and Fitness Centres, Leisure Centres Aquatics, and Boat Patrol**

Facility Management:

- 42. **Zone 1 – North West**
- 43. **Zone 2 – North East**

- 44. Zone 3 – Center
- 45. Zone 4 – South West
- 46. Zone 5 – South East

Mobility Maintenance, Materials and Surface Restoration, and Service Design

- 47. Central District - Maintenance, Depot 1
- 48. North West District - Maintenance, Depot 2
- 49. North West District - Maintenance, Depot 3
- 50. North East District - Maintenance, Depot 4
- 51. North East District - Maintenance, Depot 8
- 52. South West District - Maintenance, Depot 5
- 53. South West District - Maintenance, Depot 6
- 54. South East District - Maintenance, Depot 7
- 55. South East District - Maintenance, Depot 9
- 56. Bridge Maintenance
- 57. Material Plants
- 58. Concrete
- 59. Paving

Mobility Operations

- 60. Traffic Operations
- 61. Sign Shop

5.14 Overtime Work

- A. Overtime shall be calculated on the basis of double time (2X) the regular rate of pay for the work assigned. Double time (2X) shall also be paid for work on regular days off. Overtime calculations shall not include shift differential or any other pay premiums. Work performed to the closest quarter hour (fifteen (15) minutes) shall be the basis used in the calculation of overtime pay and all such overtime shall be recorded daily for pay purposes.
- B. Time off may be taken in lieu of overtime pay with the mutual agreement between the employee and The City. In the event agreement is not reached, Subclause four (4) below shall apply. Such time off shall be granted based on double time (2X) the actual hours of overtime worked. In addition, such time off shall I be granted subject to the needs of and as determined by the operations and provided the following conditions have been met:
 - I. Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
 - II. Banked overtime shall be paid at the hours most worked rate (the job code worked most) based on the preceding calendar year (Pay Period 1 – Pay Period 26). If banked overtime is subsequently paid out, it shall be paid out at the hours most worked rate;
 - III. The number of overtime hours in the overtime bank shall not exceed forty (40) overtime hours (i.e. eighty (80) straight time hours);

IV. Any overtime accumulated in the calendar year must be scheduled and taken as time off prior to the end of the subsequent year or shall be paid out in Pay Period 3 of the following year.

5.15 Call-Outs

'Call-Outs' shall be paid at the rate of double time (2X) for all hours so worked, with a minimum of two (2) hours at double time (2X) the hourly rate of pay for each 'Call-Out' where the employee physically attended a site.

Where an employee is directed by management to perform work without physically attending the worksite (e.g. via telephone), the employee shall be provided a minimum of one (1) hour's pay or pay for the actual time worked, whichever is greater, both at two times (2X) their hourly rate.

Any subsequent work performed within one hour of the commencement of the initial work shall be included in the calculation of actual time worked but shall not trigger an additional one (1) hour minimum.

5.16 Shift Differential

A one dollar (\$1.00) per hour shift differential shall be granted to employees for any hours of their shifts (excluding overtime) performed between 1800 hours and 0700 hours. Where a majority of hours of an employee's shift occur between 1800 and 0700 hours, the shift differential shall apply to all hours worked.

5.17 Weekend Work

All employees whose regular and scheduled work week includes work on Saturday and/or Sunday shall receive one (1) hour extra straight time pay for each full Saturday and/or Sunday shift so worked. Any scheduled shifts that partially overlap onto a Saturday and/or Sunday or do not comprise a full shift shall be calculated on a pro-rated basis as follows:

Work performed up to and including:

2.25 hours:	1/4 hour's pay
4.75 hours:	1/2 hour's pay
7.25 hours:	3/4 hour's pay
9.50 hours:	1.0 hour's pay

An employee working three (3) consecutive shifts straddling midnight commencing on a Friday evening and continuing for both a Saturday and Sunday evening shift shall receive up to a maximum of two and one-half (2 ½) hours extra straight time pay.

5.18 Standby Pay

On occasions where an employee is directed to be personally available or accessible to the operation during 'off hours' and this requirement limits or restricts the employee's activities away from the job, the **employee shall receive standby pay.**

Employees shall receive one (1) hour of base pay for standby occurring after any regular workday, and two (2) hours of base pay for standby occurring on a day off.

5.19 Pay Procedure for Relieving in Senior Positions

An employee assigned to a higher rated position for a period exceeding one (1) hour shall be paid the wage rate of the class to which the employee is assigned.

5.20 Service Pay

Service Pay shall be paid to permanent employees only and shall be calculated at the rate of ten dollars (\$10.00) per month additional to pay for the class of work, after ten (10) years' continuous service with The City; fifteen dollars (\$15.00) per month after fifteen (15) years' continuous service; twenty dollars (\$20.00) per month after twenty (20) years' continuous service; twenty-five dollars (\$25.00) per month after twenty-five (25) years' continuous service.

Service pay shall be paid on an annual basis no later than Pay Period 3 of the subsequent year.

If a permanent employee is absent on **S&A** or **WCB** for a total of one hundred and nineteen (119) calendar days or less, **they** shall not lose any service pay entitlement.

An employee on **LTD** shall accrue service for future service pay entitlement.

5.21 Uniform Allowance

In lieu of providing uniforms to all employees covered by this **CBA**, The City agrees to pay, based on a pro-ration of time worked in the bargaining unit, an annual amount of one hundred and fifty dollars (\$150) for permanent employees and fifty dollars (\$50) for temporary employees, as a uniform allowance.

This amount shall be paid out in the second quarter of each calendar year, based on all hours worked in the bargaining unit, based on the previous year's hours (Pay Period 1- Pay Period 26), and shall be considered as compensation applied in the year of receipt.

A uniform allowance shall not be paid to an employee where The City provides the employee with a uniform.

All employees shall therefore be expected to report to work in presentable order and reasonable attire.

5.22 Safety Footwear Allowance

All permanent full-time employees required to wear safety footwear shall be entitled to a safety footwear allowance to purchase City approved CSA safety footwear in the amount of seventy-five dollars (\$75.00) every year. These payments shall be processed no later than Pay Period 4 in the subsequent year.

6.00 LEAVES OF ABSENCE

6.01 General Leaves of Absence

An employee desiring a general leave of absence of any kind shall apply, in writing, to the immediate Exempt Supervisor, with a copy to The Union, no later than one (1) month in advance of such leave. Applications are generally not granted during prime times as defined by the Business Units. The Exempt Supervisor shall forward the application through normal channels to the Director. Should such application be refused, the employee shall have the right to appeal to the applicable General Manager through the officials of The Union. The decision of the General Manager shall be final and shall be communicated to The Union Office in writing.

6.02 Union Office Leave of Absence

When it is necessary for an employee to make application for leave of absence to perform duties of any office in The Union or of the parent union, such request shall have priority over all other applications. During the absence of any employee on special leave of this nature, such employee shall retain their original seniority rights in their **Work Unit** with no decrease in status. The employee shall have the right on giving one (1) months' notice to return to their previous position.

6.03 Union Business Leave of Absence

Any employee granted any leave for union business shall continue to be paid by The City, and subsequently The Union shall reimburse The City, excluding Joint Work Site Committee meetings, productivity meetings, labour/management meetings approved by The City, representation for the purpose of discipline, and up to four (4) representatives of The Union who are employees of The City for meetings to negotiate with The City during normal hours of work.

Up to three (3) representatives of The Union who are employees of The City may attend the grievances at the Director, General Manager and Arbitration level, and shall be recognized as The Union Grievance Committee. If these grievance hearings are held within working hours, the Committee shall continue to be paid by The City.

6.04 Education and Training Leave

Leave of absence with pay and without loss of seniority may be granted to allow permanent employees to write examinations at the discretion of the Manager / Leader of the Business Unit involved. Further, City policies also provide for leaves of absences to take training and employment related courses. However, any educational leave which requires a written contract drawn by The City Solicitor shall contain the items and conditions of leave and assistance as set forth in such a contract.

6.05 Witness Duty

The City shall grant leave of absence without loss of seniority and/or benefits to an employee who is subpoenaed as a witness in a civil case in which The City Solicitor certifies The City as having an interest, or where subpoenaed as a witness in a criminal case or who serves as a juror in any Court. The City shall pay to such an employee the difference between normal earnings and the payment received for jury or witness duty, for those days spent executing your Court duties, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and the amount of pay received. It is the responsibility of the employee to advise **their** Exempt Supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any Court.

6.06 Time Off for Elections

Any employee who requests time off to vote in a Federal, Provincial or Municipal election shall be allowed time off without loss of pay to the extent that **they have** three (3) hours off duty concurrent with the polling stations being open.

6.07 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the immediate Exempt Supervisor, no later than **four (4) weeks** in advance of such leave.

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave shall be in accordance with the Government of Canada regulations and any regulation passed by The City relative to City pension and group insurance contributions. The City shall, on request, grant military leave to members of the Canadian Armed Forces Primary Reserve.

6.08 Religious Leave of Absence

A request for religious observance leave of absence shall be submitted in writing to the immediate Exempt Supervisor, with a copy to The Union no later than one (1) month in advance of such leave. Such request must be accompanied by documentation that both the request and the religion are bona fide.

6.09 Maternity Leave

A pregnant employee, with ninety (90) days continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed sixteen (16) weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, employees may be eligible for benefits as any other employee absent on sick leave. As soon as practicable, such employee shall apply in writing for maternity leave, including advice to her Business Unit of the estimated date of delivery and her date of 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 date of the birth of the child.

A pregnant employee, who has been deemed unfit for work by a Physician, shall be eligible to apply for benefits under the MEBAC plan. Should this employee be approved for S&A and/or LTD prior to the date she had indicated to the Business Unit that her maternity leave would commence, this period of absence shall not be included as part of her maternity leave.

During such maternity leave, the employee shall be entitled to accumulate seniority in accordance with the **CBA**. The employee may compete for promotion while on maternity leave and, if successful, the promotion shall take effect upon the later of either the employee's date of return from leave or the effective date for promotion to the applicable position.

An employee who has applied for maternity leave shall be required to pay, in advance for the non-health-related portion of the maternity leave, her share of the premiums for applicable benefits, as per MEBAC and any other levies normally in force had such leave of absence not been granted.

6.10 Return From Maternity Leave

An employee wishing to resume her employment on the expiration of maternity leave shall give her Manager or Exempt Supervisor two (2) weeks' notice in writing of the day she intends to return to work. An employee returning to work from maternity leave shall be reinstated to the same or similar position held at the time maternity leave commenced, at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave. For the purpose of accommodating female employees who have been granted maternity leave The Union agrees to waive all posting and recall requirements related to the temporary reassignment of personnel caused by a female employee going on maternity leave.

6.11 Adoption Leave

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence, without pay, for a period not to exceed sixteen (16) weeks. The terms and conditions of such leave shall be the same as those outlined in clauses 6.09 and 6.12 with the exception that such adoption leave shall commence on the date on which the adoptive parent first obtains custody of the child being adopted. Where both adoptive parents are employees of The City, they may share the adoption leave, with the total leave not to exceed sixteen (16) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

The employee shall give, where possible, written notice of at least two (2) weeks before the employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the employee shall give written notice as soon as is practicable upon receiving notice of adoption.

6.12 Parental Leave

Parents, who are employees with ninety (90) days continuous service, are entitled to parental leave without pay of up to sixty-two (62) weeks for the care of a newborn or newly adopted child. Parental leave may be available within the year that the child arrives home.

If both parents are employed by The City, they may share the leave of absence, with the total leave not to exceed sixty-two (62) weeks. The parents may be granted leave simultaneously, subject to operational requirements. The terms and conditions of such leave shall be the same as those outlined in clauses 6.09 and 6.10.

An employee who has applied for Parental leave shall be required to pay their share of the premiums for applicable benefits, as per MEBAC and any other levies normally in force had such leave of absence not been granted.

6.13 Birth/Custody Leave

Upon request, a **parent** shall be given one (1) day's leave of absence with pay for attending either the delivery of the child or attending to the release from hospital of the partner who has given birth, or on the day of first obtaining custody of a child who has been legally adopted. **It is understood that this leave will only apply on an employee's regularly scheduled workday.**

6.14 Compassionate Care Leave

An employee, who has at least ninety (90) days of service with The City, shall be entitled to Compassionate Care Leave without pay in accordance with the terms outlined in the Alberta Employment Standards Code.

During such Compassionate Care Leave, the employee shall be entitled to accumulate service in accordance with the **CBA**.

6.15 Family Leave

An employee, who has at least ninety (90) days' service with The City, and who is either unable to qualify for Compassionate Care Leave or who qualify but have exhausted their Compassionate Care Leave, may be entitled to a leave of absence, without pay to care for ill or elderly family members. Requests for such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. The granting of Family Leave shall be subject to the needs of the operation.

If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within The City which would allow an employee to meet their responsibilities to an ill or elderly family member, consideration shall be given to the transfer of the employee to the suitable vacancy. Reduction in hours of work, or movement of employees for this purpose, shall be implemented upon consideration of the needs of the operation and following consultation, and concurrence of the appropriate union officials, when required.

During such Family Leave, the employees shall be entitled to accumulate service in accordance with the **CBA**.

6.16 Bereavement Leave - Immediate Family

Upon request, **either immediately following a death or to attend funeral services at an established later date, employees shall be entitled to bereavement leave as follows:**

A. **For immediate family, an employee shall be excused for seven (7) consecutive calendar days. Immediate family shall be** is defined as the employee's:

- current spouse, **adult interdependent partner or common-law partner;**
- parent; stepparent; **current or former guardian or foster parent;**
- child; step-child; foster child, ward **or related dependent living in the same household;**
- **sibling, half-sibling, step-sibling;**
- grandparent or step-grandparent;
- grandchild or step-grandchild;

B. Subject to operational requirements, a leave of absence with pay of seven (7) consecutive calendar days may be permitted by the **Exempt Supervisor** to address the **death** of the employee's **extended family. Such leave shall not be unreasonably denied. Extended family shall be defined as the employee's:**

- parent-in-law or step parent-in-law,
- **child-in-law;**
- brother-in-law, step brother-in-law, **or** sister-in-law or step sister-in-law;
- grandparent-in-law or step grandparent-in-law.

Pay shall be maintained at the hourly pay rate of the assigned classification on the working day prior to the commencement of the bereavement leave.

The City may request supporting documentation for such loss. When an employee qualifies for bereavement leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

If an employee requires additional time off for bereavement, they may request the use of their leave plan balances or an unpaid leave of absence from their Exempt Supervisor. Such leave shall not be unreasonably denied.

6.17 Bereavement Leave - Distant Relatives

One (1) day's leave with pay shall be granted upon request for the purposes of mourning or to attend funeral services of persons related more distantly than those listed above in clause 6.16. **The City may request proof of such loss.**

6.18 Bereavement Leave Extension

In addition to the above specified days leave with pay; two (2) days leave without pay shall be granted upon request. Additional time as reasonably necessary may be granted on leave without pay, with the proviso that all applications for such extensions must be submitted at the time of the original request unless extenuating circumstances justify otherwise.

6.19 Mourner's Leave

Where the employee does not access bereavement leave under clause 6.16, one (1) day's leave with pay shall be granted upon request for mourning purposes.

6.20 Leave to Attend Funeral

At The City's discretion and subject to the needs of the operation, those employees in the immediate **Work Unit** may be allowed to attend up to a maximum of one (1) day with pay, or to act as pallbearers for the funeral of a member of The Union who died on or off the job.

6.21 Leaves of Absence Administration

When an employee has been granted leave of absence of any kind and for a period of more than thirty (30) consecutive days, and such employee, prior to commencing leave, elects to continue benefit coverage, **they** shall be required to pay both the employee's and The City's share of the premiums for applicable benefits. Payment is to be made in advance and shall be based on the average earnings over a period of six (6) months immediately preceding the date of such leave of absence. Seniority shall not accrue during such leave, except as provided for in other **C**lauses in this Article.

Where an employee has been granted leave of absence of any kind for a period of thirty (30) days or less, such employee shall be required to pay the usual employee benefit premiums and any other levies which would normally occur had such leave not been in force. Seniority shall accrue during such leave.

Employees while on leave of absence without pay for any reason for more than thirty (30) days, shall not be eligible for any remuneration from The City, including wages, vacation accumulation, **vacation** entitlement, any other fringe benefits or premiums nor shall the leave of absence be considered as time accrued towards salary increment increases, except as provided for in other clauses in this **a**rticle.

An employee returning to work from a leave of absence shall return to work but without claim to any promotions effected during the absence on leave.

6.22 Overstaying Leave of Absence

Where an employee overstays a leave of absence, the employee shall automatically be terminated for cause, unless in the opinion of the management representative who authorized the leave, such overstay was justifiable.

7.00 SERVICE, VACATIONS AND STATUTORY HOLIDAYS

7.01 Service

Service for the purpose of this **CBA** commences on an employee's most recent date of hire or rehire in The City's service and accumulates continuously until **separation from The City** (i.e., termination, resignation, **retirement, loss of recall** or failure to return from leave). **Service shall be adjusted for periods of layoff where the employee retains recall rights.**

7.02 Prorated Vacation Entitlement

In order to establish a **common January 1** vacation **base date in accordance with clause 7.03**, employees shall be entitled to a pro-rated vacation **entitlement for their partial first year of service, based on the date of hire/rehire to December 31 of that year.** Thereafter, vacation entitlements shall be in accordance with clause 7.04.

7.03 Common Vacation Base Date (VBD)

For the purposes of computing vacation entitlement, the following shall apply:

- A. An employee hired into a permanent position shall have their VBD set as January 1 of the year of hire/rehire.
- B. An employee hired into a temporary position shall have their VBD set as January 1 of the year of hire/rehire. Their VBD shall thereafter be adjusted to January 1 of the year of their adjusted service date, to account for periods of layoff.
- C. Employees moving into The Union's jurisdiction, who do not have a January 1 of the year of hire/rehire VBD, shall have their VBD reset once they have exhausted their reversion rights, where applicable. Their VBD shall be established as January 1 in accordance with Subclause A or B above, as appropriate based on their employment status.

Once an employee's VBD has been established as January 1 in accordance with the Subclauses above, it shall not be reset thereafter for movement between employment statuses.

Vacation entitlement shall be based upon calendar years of service, in accordance with clause 7.04.

7.04 Vacation Entitlement

All employees shall be entitled to vacations based **on, or prorated against, the completion of** either **their** anniversary or calendar years of service, as per clause 7.01, 7.02 and 7.03 and, in accordance with the following:

A.

Anniversary or Calendar Years of Continuous Service	Vacation Entitlement	Entitlement in Hours	
		<u>38 Hour Week</u>	<u>40 Hour Week</u>
1 Year	2 Weeks	76	80
2 Years	3 Weeks	114	120
8 Years	4 Weeks	152	160
17 Years	5 Weeks	190	200
25 Years	6 Weeks	228	240
30 Years	7 Weeks	266	280

- B. Vacation entitlement in hours (based on thirty-eight (38) or forty (40) actual or average weekly hours). Employees must work a full calendar year with a schedule averaging forty (40) hours a week prior to having their annual vacation entitlement reflected at forty (40) hours per week.
- C. **If scheduled weekly hours, or scheduled average weekly hours, are less than thirty-eight (38) or forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.**
- D. It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.
- E. Employees who take one of the following protected leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, **S&A, LTD, WCB** shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

In the event an employee is off on a **protected leave** for longer than twelve (12) months, **their** vacation hours accrual shall be rested. Upon returning to work the employee's vacation entitlement hours shall accrue once again and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the employee may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

F. A permanent employee who is laid off but retains recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.

G. Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of article 6.00.

7.05 Banking of Vacations

Employees may bank vacations provided the minimum provincially legislated vacation time is taken.

Employees, upon being entitled to three (3) weeks or more vacation, shall be entitled, upon written request, to save and carry forward to a pre-determined vacation period, one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Exempt Leader and the needs of the operations. Subject to the preceding conditions, an employee entitled to five (5) weeks' vacation shall be entitled to save and carry forward to a pre-determined vacation period two (2) weeks of annual vacation per annum to a maximum of six (6) weeks.

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Bankable Vacation</u>
0-1	2 weeks	None
2-4	3 weeks	1 week
5-7	3 weeks	None
8-16	4 weeks	1 week
17-24	5 weeks	2 weeks
25-29	6 weeks	3 weeks
30 or more	7 weeks	4 weeks

Such deferred vacation shall be paid at the employee's prevailing salary when taken. However, such deferred vacation shall only be taken subject to the needs of the operations and shall not be taken in prime vacation periods as determined by the applicable Business Unit.

Weeks shall be based on the vacation entitlement hours set out in **Clause 7.04 Vacation Entitlement**.

7.06 Vacation Pay

Vacation pay for one (1) weeks' vacation as defined in **subclause 7.04 (A)** shall be either thirty-eight (38) or forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal either thirty-eight (38) or forty (40) hours per week. If scheduled weekly hours, or scheduled average weekly hours of work, are less than thirty-eight (38) hours per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

7.07 Calculation of Vacation Pay

Vacation pay shall be based on the pay grade except as herein noted and shall be calculated on the rate paid for the major period of time during the preceding pay calendar year (i.e., PP01 – PP26). Any employee who is assigned for four (4) months or more of the preceding pay calendar year (i.e., PP01 – PP26) to shift work shall receive the shift differential pursuant to clause 5.16 in addition to their regular pay while on vacation.

7.08 Vacation Pay Upon Termination

If employment is terminated and proper notice given, the employee covered by this **CBA** shall be entitled to vacation pay on the following pro-rata calculation:

2 weeks entitlement	-	4%	3 weeks entitlement	-	6%
4 weeks entitlement	-	8%	5 weeks entitlement	-	10%
6 weeks entitlement	-	12%	7 weeks entitlement	-	14%

7.09 Statutory Holidays

The following shall be considered Statutory Holidays: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, the latter half (1/2) day on the last scheduled working day preceding Christmas Day, Christmas Day and Boxing Day (i.e., December 26).

All Statutory Holidays proclaimed by The City, the Government of Alberta, or the Government of Canada, shall also be recognized as Statutory Holidays, except when replacing the above-named Statutory Holidays, in which case the lieu Statutory Holiday only shall be recognized.

Statutory Holidays shall be defined and coded to the date on which the shift starts.

7.10 Holy Days

In recognition that certain statutory holidays are based on Christian Holy Days, and that employees may celebrate other Holy Days based on their bona-fide religion, The City shall permit employees to designate up to three (3) Holy Days in lieu of Good Friday, Easter Sunday, and Christmas Day where regular work is normally performed on these days.

The request shall be made in writing to their Exempt Supervisor no later than two (2) months prior to the requested day off or the statutory holiday that is being exchanged, whichever comes first.

Once approved, the designated Holy Days shall be paid as a Statutory Holiday and the substituted Statutory Holidays shall be paid as regular days at the appropriate straight-time rate.

The granting of time off for such designated Holy Days shall be at the Exempt Supervisor's discretion, based on operational needs.

7.11 Statutory Holidays During Regular Work Period

- A. Full-time (**permanent and temporary**) and **permanent part-time** employees shall receive at straight time as **Statutory Holiday** pay, the employee's **regularly** scheduled hours of work for each of the Statutory Holidays outlined in clause 7.09, occurring during their **regularly scheduled** workday, plus double time (2X) for any hours worked on such days.
- B. **Temporary** part-time employees shall **have their Statutory Holiday Pay calculated in accordance with the Alberta Employment Standards Code.**
- C. Statutory Holiday premiums for hours worked on a Statutory Holiday that **falls on** an employee's **regularly scheduled workday**, shall be **paid** based on the actual hours worked from midnight to midnight on the Statutory Holiday.

7.12 Statutory Holiday on a Regular Day Off

- A. **When** a Statutory Holiday, as outlined in clause 7.09, falls on a full-time (**permanent or temporary**) or **permanent part-time** employee's regular day off, **including** an employee's regular day off during a vacation period, **they** shall receive, **their** scheduled hours of work for the last day worked preceding the Statutory Holiday, at straight time as holiday pay. **If the employee is called into work, they shall also receive double time (2X) for any hours worked.**
- B. **Temporary** part-time employee shall **have their Statutory Holiday pay calculated in accordance with the Alberta Employment Standards Code.**
- C. Full-time employees and part-time employees who have a set schedule have the option to either be paid out this Statutory Holiday pay or may bank the time. If the employee chooses to be paid the Statutory Holiday pay, the rate **of pay for such banked time** shall be determined by the rate of pay on the shift preceding the Statutory Holiday. If the employee chooses to bank the time, the rate of pay for that banked time shall be determined by the hours most worked rate **of pay**. Banked time may be used as time off, by agreement with the employee's Exempt Supervisor, and such lieu time shall be taken no later than the end of the subsequent year in which it was earned or shall be paid out no later than pay period three (3) of the following year. Subsequent payouts of all banked time shall also assume the hours most worked rate.

7.13 Statutory Holiday Pay During Absence From Work

- A. If during a period of approved medical leave (S&A, LTD or WCB), a Statutory Holiday occurs on the employees regular working day, the employee shall receive only the sick leave pay for which **they are** eligible.

- B. For a period not to exceed twelve (12) months, where a Statutory Holiday falls on a **regular** day off an employee on paid sick leave (S&A, WCB, LTD), they shall receive a banked lieu day.
- C. For a period not to exceed twelve (12) months, **when a Statutory Holiday falls on a day that otherwise would have been considered a regular day off for an employee** on maternity leave, parental leave, adoption leave, compassionate care leave and family leave, they shall be credited with a banked lieu day.

The regular day off will be determined by the employee's work schedule pre-disability or prior to the leave. Such lieu time shall be taken as time off no later than the end of the subsequent calendar year in which they were earned or shall be paid out no later than pay period three (3) of the following year.

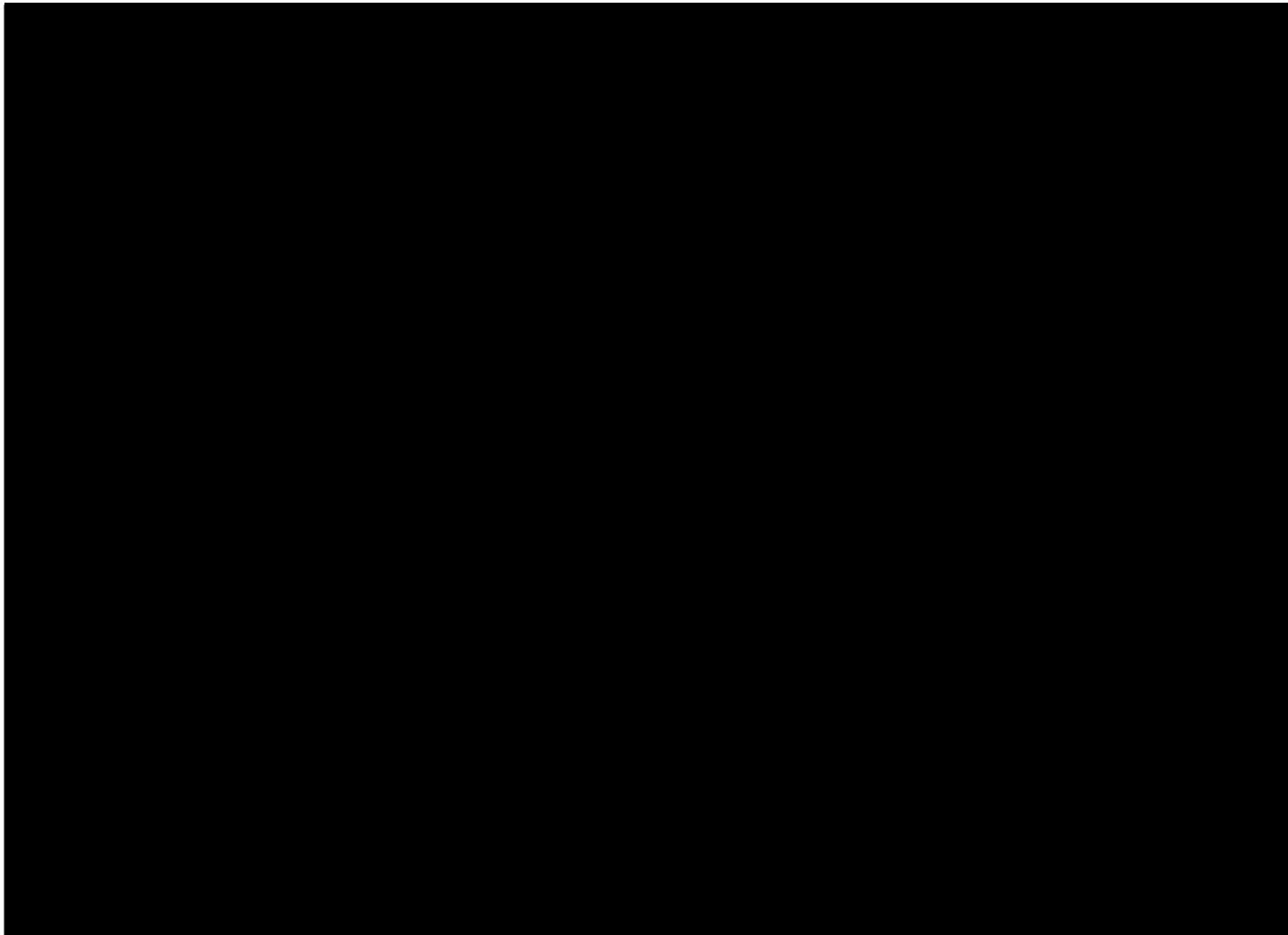
7.14 Holiday Work

Where holidays interrupt regularly scheduled operations, employees shall receive such holidays and shall perform overtime work necessary to maintain required work schedules.

Signed this 28 day of July, 2022.

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY

SIGNED ON BEHALF OF THE
CALGARY CIVIC FOREMEN'S UNION
LOCAL 709 OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES



SCHEDULE A: CLOTHING

The following permanent Foremen positions shall be entitled to the following clothing issue. The employee shall be responsible for the reasonable care and cleaning of clothing issue under this Schedule. Replacement of clothing issue shall be at the discretion of The City and is dependent upon wear and usage.

NOTE: All gloves to be issued shall be stamped with The City's identification and replacements shall be issued only upon return of said pair.

Position	Clothing Issue	Issued
All positions, where conditions warrant	1 pair coveralls, gloves	As required
Recreation Shift Supervisor	Sweatsuit, 2 T-Shirts, 2 shorts	Once annually
All employees required by The City to perform outdoor work in wet or muddy conditions	Slickers, 1 pair rubber boots	Once annually

SCHEDULE B: POSITIONS

GRADE	JOB CODE	WORK UNIT	POSITION TITLE
2	03902	Parks and Open Spaces	Infrastructure Foreman 2
2	03903	Parks and Open Spaces	Maintenance/Pathways Foreman 2
2	03904	Parks and Open Spaces	IPM Foreman 2
2	03905	Parks and Open Spaces	Water Management Foreman 2
2	03979	Parks and Open Spaces	Pathways Foreman 2
2	03999	Parks and Open Spaces	Cemetery Foreman 2
3	03910	Parks and Open Spaces	City Centre Specialist Foreman 3
3	03952	Mobility	Apoxy Truck Foreman
3	03963	Mobility	Crosswalk Foreman
3	03911	Water Services	Seasonal Calgro Foreman
3	03907	Water Services	Storm Infrastructure Foreman
3	03912	Water Services	Utility Service Foreman
4	03927	Parks and Open Spaces	Urban Forestry Foreman 4
4	03928	Parks and Open Spaces	IPM Foreman 4
4	03929	Parks and Open Spaces	Horticulture Foreman 4
4	03989	Parks and Open Spaces	Infrastructure Foreman 4
4	03913	Parks and Open Spaces	Cemetery Foreman 4
4	03978	Parks and Open Spaces	City Center Foreman 4
4	03975	Parks and Open Spaces	Pathways Foreman 4
4	03926	Golf	Assistant Golf Course Superintendent
4	03990	Recreation	Shift Supervisor
4	03914	Mobility	Bridge Maintenance Foreman
4	03915	Mobility	Concrete (Gradall/Stripping/Rehab) Foreman
4	03916	Mobility	Concrete (Pouring/Formsetting) Foreman
4	03918	Mobility	Roads Construction Services Foreman
4	03921	Mobility	Roads Maintenance Foreman
4	03923	Mobility	Signing and Sign Maintenance Foreman
4	03991	Mobility	Traffic Foreman
4	03924	Water Services	Construction Services Support Foreman
4	03965	Water Services	Facilities Foreman
4	03909	Water Services	Meters Foreman
4	03922	Water Services	Shops Foreman
4	03925	Water Services	Underground Repair and Maintenance Foreman
5	03993	Parks and Open Spaces	Cemetery Foreman 5
5	07617	Parks and Open Spaces	Horticulture Foreman 5
5	03970	Parks and Open Spaces	Urban Forestry Foreman 5
5	03931	Mobility	Concrete (Marking/Utilities) Foreman

5	03933	Mobility	Crusher Plant Foreman
5	03935	Mobility	Field Staff (Detours/Marking) Foreman
5	03937	Mobility	Paving Foreman
5	03889	Supply Management	Supply Foreman
5	03930	Waste & Recycling Services	Commercial Collection Foreman
5	03936	Waste & Recycling Services	Landfill Operations Foreman
5	03938	Waste & Recycling Services	Residential Collection Foreman
5	03939	Waste & Recycling Services	Resource Recovery Foreman
5	03906	Waste & Recycling Services	W&RS Relief Foreman
5	03992	Water Services	Asset Maintenance Foreman
5	03986	Water Services	Facilities and Building Systems Foreman
5	03934	Water Services	Field Services Foreman
5	03964	Water Services	Hydrovac Foreman
5	03932	Water Services	Large Diameter Water Pipe Construction Foreman
5	03920	Water Services	Lead Calgro Foreman
5	03917	Water Services	Project Delivery Foreman
5	03971	Water Services	Asset Operations Lift Station Foreman
6	03942	Fleet Services	O/S Fleet Trades Foreman
6	03940	Parks and Open Spaces	Infrastructure Foreman 6
6	03951	Parks and Open Spaces	Water Management Foreman 6
6	03953	Parks and Open Spaces	Pathways Foreman 6
6	03977	Parks and Open Spaces	Habitat Restoration Foreman
6	03945	Recreation	Arena & Athletic Park Supervisor
6	03946	Mobility	Bridge Maintenance Supervisor
6	03947	Mobility	Concrete (Construction) Foreman
6	03968	Mobility	Planning and Paving Operations Foreman
6	03949	Mobility	Plants Foreman
6	03948	Mobility	Roads District 1 Foreman
6	03950	Mobility	Roads District Foreman
6	03985	Water Services	O/S WT Mechanical Maintenance Foreman
6	03944	Water Services	O/S WWT Maintenance Foreman
6	03966	Water Services	Storm Infrastructure Cleaning/Maint. Foreman
6	03954	Water Services	WT Chief Operator
6	03955	Water Services	WWT Chief Operator
7	03962	Parks and Open Spaces	Natural Areas Supervisor
7	07836	Parks and Open Spaces	Habitat Restoration Foreman
7	03957	Parks and Open Spaces	Cemetery Foreman 7
7	03956	Recreation	Aquatics & Fitness Supervisor
7	03960	Recreation	Golf Course Superintendent

SCHEDULE C: RATES OF PAY

GRADE	January 4, 2021 (1.5%)	December 20, 2021 (1.5%)	December 19, 2022 (2%)
1	\$37.17	\$37.73	\$38.48
2	\$38.39	\$38.97	\$39.75
3	\$40.02	\$40.62	\$41.43
4	\$41.84	\$42.47	\$43.32
5	\$43.94	\$44.60	\$45.49
6	\$49.20	\$49.94	\$50.94
7	\$52.16	\$52.94	\$54.00

SCHEDULE D: SUPPLEMENTATION OF COMPENSATION

Preamble

In the event that an eligible employee (i.e. one who meets the MEBAC eligibility requirements and who is an LAPP member) is totally disabled or killed in the course and in the scope of their employment with The City this Supplementation of Compensation (SOC) provision shall be applied as outlined in this Schedule, provided that the employee's total disability or death was not the result of an intentional act to cause injury or death (unless the cause of the employee's disability or death is accepted as a work-related psychological or psychiatric injury by the WCB).

The purpose of SOC is to:

- a) provide an employee who has been totally disabled with their regular, biweekly base pay (including service pay) until such time as they become eligible to retire to an unreduced pension; or
- b) provide an eligible surviving spouse, child or children of the employee who has been killed with regular biweekly basic pay replacement (including service pay) until such time as the employee would have been eligible to retire to an unreduced pension;
- c) after the period in b) ends, if there is an eligible spouse, provide them with a regular payment equal to the monthly LAPP pension they would have received had the employee died following their assumed retirement as per subsection 5.03 of this Schedule. Such payment shall continue for the life of the eligible spouse.

1.00 Calculation of SOC Payments

1.01 For the purposes of SOC, "regular basic pay" means the regular biweekly rate of pay and the regular hours worked biweekly. Service pay is also included. Non-standard payments such as premiums, allowances or overtime are not included in the calculation.

1.02 The SOC payment to an employee who is totally disabled shall be subject to the normal deductions which were in place at the time their total disability commenced, such as mandatory statutory deductions, contributions to the LAPP or any City pension plan, Canada Pension Plan, extended health care and dental premiums, and Union dues.

1.03 The SOC payment to a surviving spouse shall be subject to mandatory statutory deductions, deductions equivalent to LAPP or other City of Calgary pension plan deductions, extended health care and dental premiums, and any other deductions agreed upon by The City and The Union. Mandatory statutory deductions will be based on the exemptions of the surviving spouse.

- 1.04** The SOC payment to a dependent child or children shall be subject to mandatory statutory deductions, extended health care and dental premiums and any other deductions agreed upon by The City and The Union. Mandatory statutory deductions will be based on the exemptions of the child or children.
- 1.05** If the employee occupied a classification or position in which they would have progressed to a higher rate of pay only by time in the classification or position, the regular, biweekly basic pay replacement shall be recalculated when appropriate to reflect the higher rate of pay.
- 1.06** The SOC payment set out in section 4.00 will be recalculated to reflect any economic salary changes negotiated from time to time in accordance with the CBA provided however that the SOC payment will never be less than what the employee was receiving at the time of their total disability or death.

2.00 Offset of SOC

- 2.01** As a result of the death or total disability, the employee or their survivors may be eligible for payments from third parties which may include, but are not limited to, the WCB or the Canada Pension Plan (CPP). These payments may take the form of a lump sum, annuity, pension, or ongoing payments. It is incumbent on the employee, or the party who is to receive the SOC payments, to apply for any such third-party payments for which they are eligible at the time of the death or total disability. The employee, or SOC recipient, will report any payments received to The City, and any payments except those which were personally contracted for by the employee, will be reported to The City and may be used to offset The City's obligations under this Schedule. The City shall not offset SOC payments against payment(s) received through The City's Life Insurance Plan.

3.00 Alternate Settlement

LR and The Union, representing the eligible spouse or child/children of an employee who has been killed, may agree to a lump sum payment of three times (3x) the employee's regular, annual salary in lieu of ongoing SOC payments as per subsection 4.02, 4.03 and section 5.00 of this Schedule.

4.00 Death in the Course and Scope of Employment

- 4.01** In the event an employee is killed, in the course and scope of their employment, SOC payments will be paid to their surviving spouse.

A spouse is a person who, at the time of the employee's death, was lawfully married to, or living as a common-law spouse with, the employee. A common-law spouse is a person with whom the employee was living in a marriage-like relationship for a continuous period of at least three (3) years or a relationship of some permanence if there is a child of the relationship, whether born, unborn or adopted.

4.02 Regular, biweekly basic pay replacement will be effective as at the date of the employee's death and will be paid until the earliest of:

- (a) the death of the surviving spouse; or**
- (b) the date the youngest dependent child reaches an age where they are no longer a dependent; or**
- (c) the date the employee would have retired to an unreduced LAPP pension.**

4.03 If the employee had no spouse at the time of their death but is survived by a dependent child or children, each dependent child, up to a maximum of four (4), will be entitled to a regular biweekly basic pay replacement equal to twenty percent (20%) of the amount calculated as per subsection 1.04. If there are more than four (4) dependent children, the total sum of up to eighty percent (80%) the children in fixed, equal shares.

The payment to each child shall continue as long as that child remains a dependent. A dependent child of the employee includes a child, whether born before or after the employee's death, a legally adopted child, or any child to whom the employee stood *in loco parentis*. A child is recognized as a dependent if, at the time of the employee's death, they are:

- (a) 18 years of age or younger; or**
- (b) up to 21 years of age and a full-time student at an accredited school or university; or**
- (c) up to 21 years of age and, as a result of a disability, were being supported by the employee.**

The sum payable by The City to a dependent child, or children, may be paid to the guardian of the child or children.

4.04 The City shall ensure that a surviving spouse and dependent children who were covered under The City's extended health care and dental plan at the time of the employee's death, continue to be covered as long as they remain eligible in accordance with the terms of the plan.

4.05 As of the date the employee would have been eligible to retire to an unreduced LAPP pension, the regular, biweekly pay replacement to the surviving spouse and/or child(ren) ends. However, at that time, the surviving spouse will begin to receive the amount calculated in section 5.00.

5.00 Replication of Pension

- 5.01** At the time the employee is killed in the course and scope of their employment, the surviving spouse or child/children may be entitled to a lump sum payment, or a regular pension, from the LAPP which is based on the years of service and final average salary the employee had with the LAPP at the time of their death. These entitlements are established in the plan text of the LAPP.
- 5.02** The payment referenced in subsection 5.01 provides compensation for the employee's service between the date the employee began to participate in the LAPP as a City employee and the date of death. The City recognizes that, had the employee not been killed in the course and scope of their employment, they would have contributed to the LAPP until they eligible to retire to an unreduced pension.

Therefore, The City will provide the eligible, surviving spouse with a regular payment which replicates the spousal pension they would have received had the employee lived to retirement and then died subsequent to their retirement.

Mandatory statutory deductions shall be taken from such payments.

- 5.03** The City and The Union agree to engage an actuary to calculate the surviving spouse's payment (based on the LAPP plan rules in effect at the date of retirement). The City and The Union will agree on the actuary. The City will pay the associated costs.

The purpose of the actuarial calculation will be to determine:

- (a) the LAPP pension to which the employee would have been entitled for the period from the date they began to participate in the LAPP as a City employee to date of retirement, using the highest average salary (as that term is defined in the LAPP text) based on salary to date of retirement and the LAPP pension formula in effect at the date of retirement;
- (b) the LAPP pension to which the employee would have been entitled for the period from when they began to participate in the LAPP as a City employee to date of death, using the highest average salary based on salary to date of death and the LAPP pension formula in effect at date of retirement;

The payment to the surviving spouse will be based on the value calculated in (a) minus the value calculated in (b).

The actuary will convert the LAPP pension from its "normal" form to the form offered to a surviving spouse on pre-retirement death, both as defined in the LAPP plan text.

6.00 Total Disability of an Employee

- 6.01** In the event an employee is totally disabled, and their disability is recognized by the WCB to have resulted from their employment, they shall be eligible for SOC.
- 6.02** "Totally disabled" means suffering from a severe and prolonged mental or physical disability and for these purposes:
- (i)** a severe, total disability is one which renders an employee incapable of regularly of pursuing any substantially gainful occupation, and
 - (ii)** a prolonged, total disability is one which is likely to be long, continued and of indefinite duration or is likely to result in death.
- 6.03** On an employee's behalf, The Union shall provide LR, HR, with medical information from the employee's treating physician(s) to establish a claim under the SOC plan on the basis of being totally disabled as a result of an occupational injury. If the claim is not accepted by LR, the decision regarding eligibility will be submitted to an independent medical practitioner who specializes in the field of medicine relating to the disability experienced by the employee for a final and binding decision. If The Union and The City cannot agree on an independent medical practitioner, either party can refer the matter to arbitration in accordance with article 3.00 of the CBA.
- 6.04** The regular, biweekly basic pay replacement shall continue until such time as the employee dies or the earlier of:
- (a)** the date the employee is eligible to retire to an unreduced pension or
 - (b)** the date on which the employee recovers and is capable of being self-employed or employed by The City, or another employer, at a rate equal to, or in excess of, their regular, biweekly basic pay replacement.
- 6.05** The regular, biweekly basic pay replacement will be adjusted in the event the employee partially recovers and The City finds alternate employment which the employee is capable of performing, with The City. In such case, the rate paid by The City will be deducted from their regular, biweekly basic pay replacement.
- 6.06** A totally disabled employee may earn from employment, up to twenty percent (20%) of their annual regular basic pay from work performed for an employer other than employment with The City without any a reduction in their regular, biweekly basic pay replacement. Any earnings of twenty percent (20%) will be deducted from their regular, biweekly basic pay replacement.

7.00 Administration

- 7.01 The interpretation and amendment of this Schedule is the responsibility of the LR Division, HR.**
- 7.02 The administration of this Schedule is the responsibility of the Pay and Client Services Division, HR.**
- 7.03 Documentation in a form and containing information as required by The City shall be provided annually on a date specified by HR of The City by:**
- (a) a surviving spouse;**
 - (b) the guardians of dependent children under the age of eighteen (18) years;**
 - (c) a dependent child over eighteen (18) years of age;**
 - (d) a disabled employees or their legal designate.**

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: TRAINING - RATES OF PAY

Trainers

The parties agree that when an employee who is properly qualified and is assigned the responsibility of conducting formal training to other employees, they shall be paid the next hourly pay grade immediately higher than his current position.

It is agreed that the training rate of pay shall not apply to orientation or on-the-job training activities.

Trainees

When an employee is being trained for a second or subsequent Foreman relief role, and where they have been consistently relieving as a Foreman for a continuous period of six (6) months, but their base position resides in another jurisdiction, they shall be paid their previous Foreman rate of pay while in training.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: OUT OF SCHEDULE RATES OF PAY

When The City experiences difficulty in retaining or recruiting employees for certain positions because of the rate of pay required by the market place, The City shall have the right to-set "Out of Schedule" hourly pay rates above the position's rate for those applicable positions that merit an adjustment.

The "Out of Schedule" hourly pay rate is above the stipulated hourly pay rates outlined in the **CBA**. All employees to whom this letter applies shall be notified of the hourly pay rate of their position. Employees receiving "Out of Schedule" pay rates shall be given six (6) months' notice in writing of any reduction or cancellation of the "Out of Schedule" rates and shall be returned to the stipulated hourly pay rate of their position outlined in the **CBA**.

The Union shall be notified of any market evaluated positions.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WCB ADMINISTRATION AND TOP-UP

All WCB wage replacement payments from a claim initiated under the employ of The City, must be assigned to The City for the purposes of administration.

When an employee **has an accepted lost time claim with** WCB, from a claim initiated under the employ of The City; The City shall “top-up” **an eligible employee’s WCB wage replacement** payment until it is equal to one hundred percent (100%) of their **net** earnings (at the basic pay rate) for a period equal to the **LTD elimination** period. **Where applicable, such “top-up”** payment shall be retroactive to the effective date of the WCB claim.

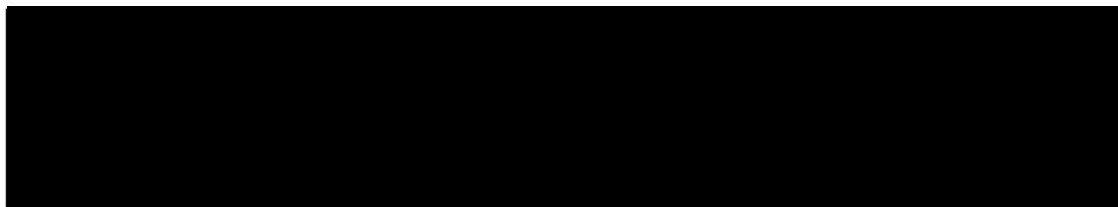
When an eligible employee is waiting for their WCB claim to be adjudicated, they may be eligible for wage replacement benefits in accordance with the MEBAC Agreement. WCB wage replacement payments, when received, shall be used to offset any such benefit paid while waiting for WCB wage replacement payments.

An eligible employee shall be one who has met the MEBAC eligibility requirements to qualify for S&A benefits.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: PERMANENT EMPLOYEE LAYOFF PROCEDURE AND SEVERANCE PACKAGE OPTION

In the event that The City may be required to layoff permanent employees, **prior to initiating layoffs in subclause 4.05 (C)**, The City may, for the purpose of retention of employment for permanent employees of the bargaining unit:

- (A) Schedule employees off on current vacation entitlements, and/or banked vacation entitlements; and/or,**
- (B) Redeploy employees to vacant positions in other Work Units, within the bargaining unit, subject to required qualifications and ability. The rates of pay shall be based on the position.** The City shall continue to maintain the sole right to decide whether to staff a vacant position.

Notwithstanding the above, **when a permanent employee is laid off in accordance with subclause 4.05 (C), they shall be eligible for a severance package option following the expiration of their recall rights, in accordance with subclause 4.05 (I), as follows:**

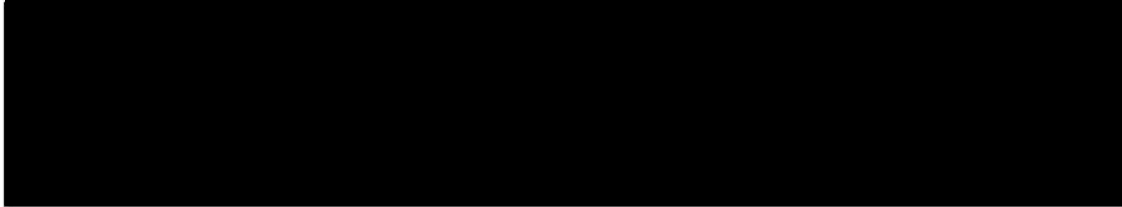
- a) A lump sum severance paid on the basis of two (2) weeks of pay at their hours most worked rate of pay, for each completed year of City service since the most recent date of hire/rehire and based on their hours most worked to a maximum of fifty-two (52) weeks of pay. The severance payment includes the termination pay that the employee is entitled to pursuant to the Employment Standards Code.**

The impacted permanent employee may voluntarily opt to choose the severance package immediately following layoff. This choice results in termination and waives all rights under the CBA, including the right to recall.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #5

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: RECREATION SHIFT SPECIFIC RELIEF

This letter shall confirm the following understanding between The City and The Union with regard to **relief assignments** and their administration for the Recreation Work Unit.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined below:

- (A) The City shall offer relief Foreman assignments utilizing the following process:
- i. The City shall first offer to the top ranked relief Foreman from the established Recreation relief list, who is working the same day but not necessarily the same shift within the same complex, to relieve for a Foreman who is absent from work.
 - ii. If that relief Foreman is not available, The City shall then offer the relief opportunity to the top ranked relief Foreman from the established Recreation relief list, who is working within the complex.
 - iii. The City shall then offer the relief assignment to all relief Foreman from the established Recreation relief list within the Region, the relief assignment shall be filled by the relief Foreman who first responds to the request.
 - iv. The relief assignment shall then be offered to all relief Foreman from the established Recreation relief list and shall be filled by the relief Foreman who first responds to the request.

As a result, multi-day relief opportunities may be divided among several relief Foreman to cover the absence. This process shall be followed for relief **under** thirty-five (35) calendar days.

- (B) When Foreman relief is **thirty-five (35) calendar days and over**, relief shall be filled from the top of the established Recreation relief list.

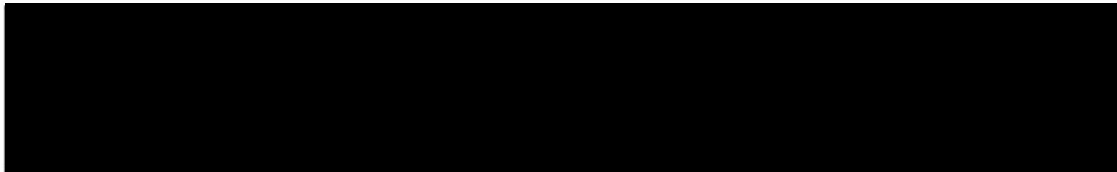
Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #6

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: GOLF COURSES SITE/SHIFT SPECIFIC RELIEF

This letter confirms the understanding between The City and **The Union with regard to** relief assignments **and their administration** for the Golf Courses **Work Unit**.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief Golf management shall assign base operational Foreman hours by Foreman job code to each **golf course** at the beginning of each operating season. Where no Foreman base operational hours have been assigned to a site, employees shall be directed to report to a Foreman at a designated adjacent site.

It is understood that the relief process outlined in clause 4.11 shall be adhered to, with the exception of subclause 4.11 (E), which shall be substituted for the process outlined below.

During the operating season, the parties agree that relief shall be administered for Golf Course Superintendent and Assistant Golf Course Superintendent in the following manner:

A. General

- **Other than reasons arising from a protected ground, employees shall not be permitted to decline a relief opportunity.**
- **An employee assigned a relief opportunity shall be required to complete the assignment.**
- **All relief opportunities shall be administered using the site-specific provisions.**
- **Employees shall be removed from the relief list in the following circumstances:**
 - **Voluntarily submits written request to be removed;**
 - **An employee who refuses to accept a relief assignment; and,**
 - **An employee who accepts a regular Foreman position or a regular position outside the Work Unit and/or jurisdiction and have exhausted their reversion rights.**

B. Site Specific Relief

- Relief shall first be assigned to the top ranked on shift employee working in the applicable Operational Area as follows:
 - McCall Lake and Confederation Golf Courses;
 - Shaganappi and Lakeview Golf Courses; and,
 - Maple Ridge Golf Course
- If no Foreman relief is available on shift within the Operational Area, the assignment shall be filled by the eligible top ranked relief Foreman in the Operational Area, regardless of shift.
- If there is no eligible employee working in the Operational Area, the relief opportunity shall be filled by the top ranked employee on the established relief list.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #7

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, PARKS AND OPEN SPACES

This letter confirms the understanding between The City and The Union regarding Foreman working in the Parks and Open Spaces Work Unit.

During the term of this **CBA**, the parties agree to substitute the following clauses for the respective numbered clauses of the **CBA**:

5.02 Hours of Work

Subject to operational needs, the standard hours of work shall be in accordance with either subclause A or B as follows:

A. Nine and a Half (9.5) and Ten (10) Hour Shifts:

- From November 2nd to March 31st the hours of work shall be nine and a half (9.5) hours per day, four (4) consecutive days per calendar week, for a total of thirty-eight (38) hours per week, with consecutive days off; or
- From April 1st to November 1st, **the hours of work shall be ten (10) hours of work per day, on a scheduled basis in which over a six (6) week period of time, shall average forty (40) hours per week, with consecutive days off.**

B. Twelve (12) and Twelve and a half (12.5) Hour Shifts:

- **From November 2nd to March 31st the hours of work shall be twelve (12) hours per day, three (3) consecutive days per calendar week, for a total of thirty-eight (38) hours per week, with one additional twelve (12) hour shift on the sixth (6th) week; or**
- **From April 1st to November 1st the hours of work shall be twelve and a half (12.5) hours per day, three (3) consecutive days per calendar week, for a total of forty (40) hours per week, with one additional twelve and a half (12.5) hour shift on the fifth (5th) week.**

5.10 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled daily hours worked while engaged in operations requiring standard working hours, as per clause 5.02 as referenced in this letter.

7.04 Vacation Entitlement

All employees shall be entitled to vacations based on, **or prorated against, the completion of either their anniversary or calendar years of service**, as per clauses 7.01, **7.02** and 7.03 and in accordance with the following:

A.

Anniversary or Calendar Years of Continuous Service	Vacation Entitlement	Entitlement in Hours*
1 year	2 weeks	80
2 years	3 weeks	120
8 years	4 weeks	160
17 years	5 weeks	200
25 years	6 weeks	240
30 years	7 weeks	280

- B.** Vacation entitlement in hours (based on an average of forty (40) actual weekly hours). Employees shall receive a pro-rated vacation entitlement based on the average number of weekly hours.
- C.** It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.
- D.** Employees who take one of the following **protected** leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

In the event an employee is off on a **protected leave** for longer than twelve (12) months, **their** vacation hours accrual shall be rested. Upon returning to work the employee's vacation entitlement hours shall accrue once again and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the employee may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

- E. A permanent employee who is laid off but retains recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.
- F. Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of article 6.00.

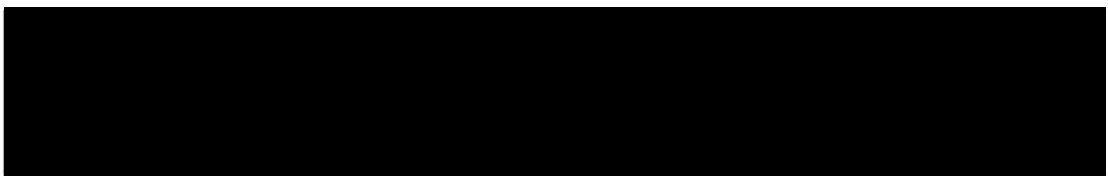
Except for the amendments to the terms and conditions of employment outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #8

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: PARKS AND OPEN SPACES RELIEF PROCESS

This Letter of Understanding (**LOU**) confirms the agreement between The City and **The Union** with regard to relief assignments and their administration for the **Parks and Open Spaces Work Unit**.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined below.

A. General

- i. An employee added to a relief list shall be considered activated on such relief list once they have actively relieved in that Foreman role.
- ii. Other than reasons arising from a protected ground, eligible employees shall not be permitted to decline a relief opportunity.
- iii. An employee assigned a relief opportunity shall be required to complete the assignment unless that employee is assigned relief in a more senior Foreman classification.
- iv. All relief opportunities shall be administered using the site-specific provisions, unless it is known on the first day of the assignment that the opportunity shall be greater than **thirty-five (35) calendar** days in duration. In such cases, the **thirty-five (35) calendar days and over** relief process shall be followed.

B. Site Specific Relief

Relief shall be assigned to the top ranked employee who is on the applicable relief list and working in the Site-Specific Area. Site Specific relief shall be assigned based on the following areas in **Parks and Open Spaces**:

- Zone 1 North Region
- Zone 2 North Region
- Zone 3 North Region

- Zone 4 North Region
- Zone 5 **South** Region
- Zone 6 South Region
- Zone 7 South Region
- Zone 8 **South** Region
- **Zone 9 City Centre Region**
- Water Management
- Cemeteries
- Integrated Pest Management
- Infrastructure – **by region:**
 - b. North & East**
 - c. West**
 - d. South**
- Urban Forestry – **by region:**
 - a. North**
 - b. South**
 - c. Nursery Planting**

- I. For the Zones, **Infrastructure, Integrated Pest Management and Urban Forestry** site-specific areas only, if there is no eligible employee working in the site-specific area, the relief opportunity shall be filled by the top ranked employee **on the applicable relief list**.
- II. Where the opportunity exists, relief shall first be assigned to eligible employees working the same shift, however, eligible employees may also be assigned to relief on other shifts to meet operational requirements.
- III. When two (2) or more site-specific relief assignments commence on the same date, the longest relief opportunity shall be assigned to the highest ranked eligible employee.

C. Thirty-Five (35) Calendar Days and Over Relief

Relief opportunities greater than thirty-five (35) calendar days shall be filled by the top ranked employee on the applicable relief list.

D. Removal from Relief Lists

Eligible employees shall be removed from a relief list in the following circumstances:

- i. An employee who refuses to accept a relief assignment.
- ii. **An employee who accepts a regular Foreman position or a regular position outside the Work Unit and/or jurisdiction and have exhausted their reversion rights.**

- iii. Excluding a protected ground, an activated employee who has not worked one (1) day of relief on the applicable relief list in twenty-four (24) consecutive months.

Employees who have worked in a more senior relief assignment within the same relief category, will not be removed from the junior Foreman list (e.g., the employee worked as an IPM F4, will not be removed from the IPM F2 list for inactivity).

The lists shall be reviewed February 1 of each year.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #9

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: PATHWAYS SENIORITY INTEGRATION

This letter confirms the understanding between The City and The Union concerning the transfer of employees between Work Units and their seniority rights as a result of the Corporate Realignment.

- A. The positions and incumbents referenced in Appendix A of this letter, shall be transferred from the Parks and Open Spaces Work Unit to the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit effective a future date to be established and communicated by The City.
- B. Employees moving from the Parks and Open Spaces Work Unit to the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit, shall have their seniority unadjusted, and the resulting blended seniority list shall be one that incorporates the new and existing employees within the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit, listed in order of seniority. Seniority tie breakers shall be based on employee payroll number in descending order.

These employees shall have their names removed from any relief list within Parks and Open Spaces upon transfer to Mobility, for which they held eligibility.

- C. Notwithstanding their movement to Mobility outlined in B, these employees shall have their Work Unit seniority dual tracked in both the Parks and Open Spaces Work Unit and the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit, for the duration of the term of this CBA.

These employees shall have the right to apply for any permanent position within the bargaining unit, for which they qualify and shall be considered applicants internal to the Work Unit. Their seniority rights shall be limited to competing for permanent bargaining unit positions within the Parks and Open Spaces Work Unit.

In the event, an employee is successful in returning to Parks and Open Spaces during the life of this CBA, they shall have their relief eligibility restored to them.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #10

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FOREMAN STAFFING AND RELIEF – MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION, AND DESIGN

This letter shall confirm the following understanding between The City and The Union concerning the staffing of permanent and Relief Foremen in the in the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit.

The parties agree to substitute this LOU for subclause 4.11 (E) Relief Positions and clause 5.05 Schedules of Work.

A. General

- I. Other than reasons arising from a protected ground, employees shall not be permitted to decline a relief opportunity.
- II. An employee assigned a relief opportunity shall be required to complete the assignment.
- III. All relief opportunities shall be administered using the provisions outlined in Subclause C and D of this letter.
- IV. Employees shall be removed from the relief list in the following circumstances:
 - voluntarily submits a written request to be removed;
 - refusal of relief assignment; and,
 - accepts a regular Foreman position at an equal or higher level or a regular position outside the Work Unit and/or jurisdiction and has exhausted their reversion rights.
- V. When two (2) or more site-specific relief assignments commence on the same date, the longest relief opportunity shall be assigned to the highest ranked eligible employee.
- VI. With the exception of relief for the Plants Foreman position (03949 – F6), only permanent Foreman 4 in the Work Unit may relieve in the remaining F5/F6 positions.

Additionally, such Foreman 4, may only hold relief eligibility in one of the following Operational Areas:

- Paving;
- Concrete; or,
- Maintenance.

B. Foreman 4 Pool

- I. All permanent Foreman 4 within the Work Unit shall either occupy a Maintenance Foreman (03921) or Construction Services Foreman F4 (03918) base position.
- II. Those occupying a Maintenance Foreman base position, who do not hold F6 relief eligibility in Maintenance, shall also be part of a Foreman 4 Pool which shall include the Concrete (Gradall/Stripping/Rehab) Foreman (03915), Concrete (Pouring/Form Setting) Foreman (03916) and Construction Services Foreman F4 (03918) positions.
- III. All permanent Foreman in the F4 Pool shall be deemed qualified to work in all pool jobs.
- IV. For the purposes of employee development or operational requirements, F4 Pool Foreman shall be eligible to apply or may be assigned to a lateral seasonal assignment. Such assignments shall be staffed either as opportunities for further development and filled based on skills, ability, and experience and/or, assigned and filled based on reverse order of seniority. These assignments shall be staffed on a semi-annual basis coincident with the seasonal shift selection process. Upon completion of the assignment, such Foremen shall be returned to their regular base position.

C. Mobility Maintenance Relief:

I. District Foreman (03950 – F6)/District 1 Foreman (03948 – F6)

Relief shall be assigned to the top ranked employee, from the applicable relief list, within their assigned Depot/Site.

If no relief Foreman is available within the same Depot, the assignment shall be filled by the top ranked relief Foreman, in the other Depot within the same District, where applicable.

If no relief Foreman is available within the District, the assignment shall be filled by the top ranked relief Foreman across Maintenance.

D. Materials and Surface Restoration Relief:

I. Planning and Paving Operations Foreman (03968 – F6)

Relief shall be assigned to the top ranked employee from the relief list.

II. Concrete (Marking/Utilities) Foreman (03931- F5)

Relief shall be assigned to the top ranked employee from the relief list.

III. Concrete (Construction) Foreman (03947 – F6)

Relief shall be assigned to the top ranked employee from the relief list.

IV. Plants Foreman (03949 – F6)

Relief shall be assigned to the top ranked employee from the relief list.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #11

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: TRAFFIC FOREMEN ASSIGNMENTS AND RELIEF

This Letter of Understanding (**LOU**) confirms the agreement between The City and **The Union** concerning the staffing of permanent and relief Foremen in the Traffic **Work Unit**. This LOU specifically excludes the Sign Shop Foreman.

The parties agree that **subclause 4.11** Relief Positions and **clause 5.05** Schedules of Work in the **CBA** will be replaced by the following:

A. General

- I. Foreman positions within the Traffic Work Unit, namely the Traffic Operations Foreman (F4), Signing and Sign Maintenance Foreman (F4), and Field Staff Detours and Marking (F5), shall operate as a pool of positions.
- II. All permanent Foreman base positions within the pool shall be Traffic Operations Foreman (F4).
- III. Access to the Signing and Sign Maintenance Foreman (F4) and Field Staff Detours and Marking (F5) positions, for permanent Foreman in the pool, shall be through the seasonal shift selection process outlined below.
- IV. All permanent, temporary and relief Foreman in the Pool, shall be deemed qualified to work in all pool jobs.
- V. All pool employees assigned a seasonal shift, temporary assignment or relief assignment shall be required to complete that assignment before being eligible for other work assignments within the pool.
- VI. Management reserves the right to determine when temporary and permanent vacancies need to be filled. When staffing pool positions, this Letter shall be adhered to.

B. Relief Foreman

- I. A 'Relief Foreman' eligibility list shall be established and maintained in accordance with the principles outlined in **subclause 4.05 (A)** of the **CBA**. Traffic Operations shall maintain an eligibility list for the above defined pool. Following any amendment to the list, a copy of the eligibility list shall be sent to the Union Office.

- II. Rank order for the **Relief Foreman** eligibility list shall be by seniority date established by the closing date of the posting, in which the employee was successful on the relief Foreman competition.
- III. Any Relief Foreman who declines a temporary or relief assignment, other than for reasons acceptable to management, including those arising from protected ground, shall be removed from the pool eligibility list.
- IV. When a Relief Foreman is removed from the pool eligibility list, and later reapplies and is accepted on the list, their rank order shall be from the date of being re-accepted as a Relief Foreman.
- V. Upon initially being accepted onto the pool eligibility list, employees shall serve the equivalent of a six (6) month (nine hundred and fifty (950) hour) review period. Employees shall be given performance reviews in order to assess employees' ability to meet the requirements of the **Foreman** pool positions. The first review will be following the completion of four hundred and sixty-five (465) relief hours, and the second review will be following the completion of seven hundred and ninety-eight (798) relief hours. Notwithstanding the foregoing, employees not meeting the requirements of the **Foreman** pool positions may be removed from the relief list at any time prior to the completion of nine hundred and fifty (950) relief hours.
- VI. After twenty-four (24) months of continuous relief in one of the pool positions, within the **Work Unit** as defined by Clause 4.04 of the **CBA**, the Relief Foreman shall be appointed to the next available vacant regular Traffic Operations Foreman (F4) position. The decision to fill the vacant position resides solely with management. The relief opportunity shall not be ended merely to break the twenty-four (24) months of continuous service.

C. Assignment of Work

- I. A **semi**-annual seasonal shift selection process shall be used to staff all permanent and temporary assignments within the pool. Such shift selection shall be by employee status (i.e., permanent employees ahead of those on the relief eligibility list).
- II. The relief eligibility list shall be used to staff any temporary or relief assignments that arise during the season, subsequent to the **semi**-annual seasonal shift selection process.

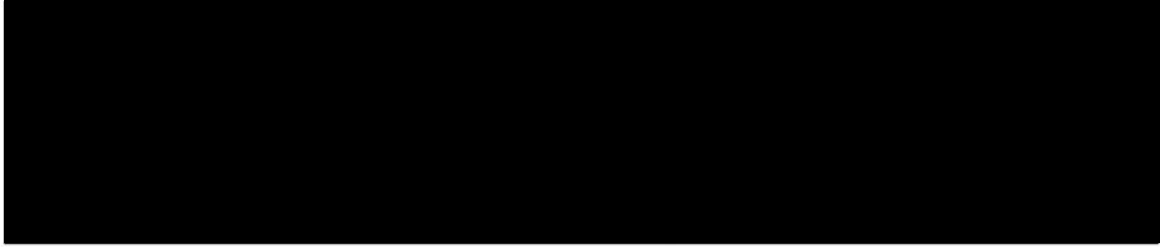
Such temporary or relief assignments that arise during the season, shall be staffed on a weekly basis by the top ranked available employee on the relief eligibility list.

The City may terminate this **LOU** with ninety (90) days written notice and revert to the terms of clauses 4.11 and 5.05 of the **CBA**.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #12

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: CALGARY PARKING AUTHORITY SENIORITY INTEGRATION

This letter confirms the understanding between The City and The Union concerning the seniority of those Calgary Parking Authority (CPA) employees who transferred to CUPE Local 709 as part of the Terms and Conditions of Movement agreed to between the parties.

- A. On December 19, 2022, a new work unit titled Calgary Parking Authority shall be established as part of clause 4.04 Work Units.
- B. On December 19, 2022, the incumbent's CPA service shall be recognized as their CUPE Local 709 Work Unit seniority, and they shall be placed in the Calgary Parking Authority Work Unit.

If a City employee moved to the CPA without a break in service; the incumbent's total City service and CPA service shall be recognized as their CUPE Local 709 Work Unit seniority.

In the event seniority is equal, employees shall be rank ordered by the employee ID number they've been assigned by the City on December 19, 2022, in descending order.

- C. Effective a future established date, incumbered positions may further transition from the CPA Work Unit into the City's operational structure. In such circumstance, impacted employees shall be moved from the Calgary Parking Authority Work Unit to another established Work Unit outlined in clause 4.04.

Such employees shall have their work unit seniority unadjusted, and the resulting blended seniority list shall be one that incorporates the CPA employees and existing employees within the applicable Work Unit, listed in order of seniority. Seniority tie breakers shall be based on employee ID number in descending order.

Following full integration, all future impacts to Work Unit seniority shall be governed by the terms of the CBA.

It is understood and agreed that if all incumbered CPA positions are transitioned from the Calgary Parking Authority Work Unit, into another established Work Unit; the CPA Work Unit shall be eliminated, and this Letter shall automatically become null and void.

Signed this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #13

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FACILITY MANAGEMENT FOREMAN ASSIGNMENTS AND RELIEF

This Letter of Understanding (LOU) confirms the agreement between The City and The Union with regard to relief assignments and their administration for the Facility Management (FM) Work Unit.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined below:

(A) General

- Other than reasons arising from a protected ground, employees shall not be permitted to decline a relief opportunity.
- An employee assigned a relief opportunity shall be required to complete the assignment.
- All relief opportunities shall be administered using the provisions outlined in Subclause B of this letter.
- Employees shall be removed from the relief list in the following circumstances:
 - voluntarily submits written request to be removed;
 - refuses to accept a relief assignment; and,
 - accepts a regular Foreman position or a regular position outside the Work Unit and/or jurisdiction and has exhausted their reversion rights.

(B) Site/Shift Specific Relief

- I. Site/Shift Specific Relief shall first be assigned by Operating Section where a Foreman position exists, in accordance with the provisions of subclauses II and III:

- North District - North West Zone 1
 - North District - North East Zone 2
 - Centre District - Centre Zone 1
 - South District - South West Zone 1
 - South District - South East Zone 2
- II. The City shall assign relief opportunities within the Zone, on a rotational basis, to eligible employees who have a base position in the Zone.
- III. If no Foreman relief is available within the Zone, the assignment shall be filled by the top ranked relief Foreman in the other Zone within the same District, where applicable.
- IV. If no Foreman relief is available within the District, the assignment shall be filled by the top ranked eligible employee within the Work Unit

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

The City may terminate this LOU with ninety (90) days written notice and revert to the terms of clauses 4.11 and 5.05 of the CBA.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #14

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, WATER TREATMENT

This Letter of Understanding (**LOU**) applies to Foremen working in Water Treatment (excluding Water Treatment Chief Operators). For clarity, this includes the following position:

- O/S WT Mechanical Maintenance Foreman (03985).

During the term of this **CBA**, the parties agree to substitute the following clauses for the respective numbered **Clauses** of the **CBA**:

5.02 Hours of Work

The hours of work, subject to the specific provisions of this **CBA**, shall be ten and a half (10.5) hours of work per day, four (4) consecutive days off per calendar week, **for** a total of forty-two (42) hours per week, with consecutive days off.

5.10 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled daily hours worked while engaged in operations requiring standard working hours, as per clause 5.02 as referenced in this letter.

7.04 Vacation Entitlement

All employees shall be entitled to vacations based on, **or prorated against, the completion of either their** anniversary or calendar years of service, as per clauses 7.01, **7.02** and 7.04 and in accordance with the following:

Anniversary or Calendar Years of Continuous Service	Vacation Entitlement	Entitlement in Hours*
1 year	2 weeks	84
2 years	3 weeks	126
8 years	4 weeks	168
17 years	5 weeks	210
25 years	6 weeks	252
30 years	7 weeks	294

- B. Vacation entitlement in hours (based on an average of forty-two (42) actual weekly hours). Employees shall receive a pro-rated vacation entitlement based on the average number of weekly hours.
- C. It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.
- D. Employees who take one of the following **protected** leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

In the event an employee is off on a **protected leave** for longer than twelve (12) months, his vacation hours accrual shall be rested. Upon returning to work the employee's vacation entitlement hours shall accrue once again and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the employee may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

- E. **A permanent employee who is laid off but retains recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- F. **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of article 6.00.**

7.06 Vacation Pay

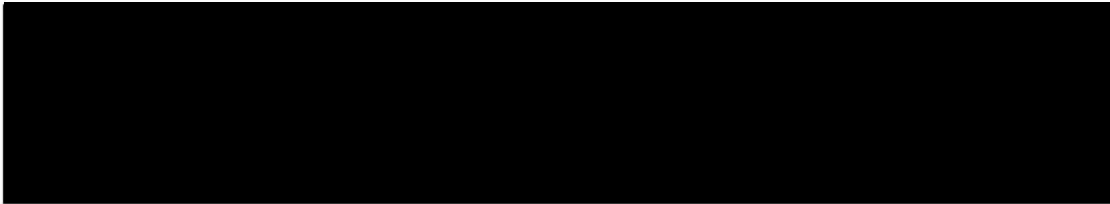
Vacation pay for one (1) weeks' vacation as defined above shall be forty-two (42) hours regardless of the employee's normal work schedule.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #15

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WATER TREATMENT SITE SPECIFIC RELIEF

This **Letter of Understanding (LOU)** confirms the **agreement** between The City and The Union with regard to relief **assignments** and their administration for the Water Treatment Work Unit.

The parties agree to substitute this LOU for subclauses 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined herein and that such process shall also be utilized to fill temporary assignments arising from seasonal or other operational requirements.

- (A)** The City shall assign the relief Foreman 6 from the established Water Treatment relief list, who is on the same shift to relieve for a Foreman 6 who is absent from work or relieving elsewhere in the Division. This process shall be followed for relief **under** thirty-five (35) calendar days.
- (B)** Relief Foreman 6's are assigned relief within their current shift but may be assigned to other shifts due to operational requirements.
- (C)** When Foreman 6 relief is thirty-five (35) calendar days **and over**, relief shall be filled from the top of the established Water Treatment F6 relief lists.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #16

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: PILOT WATER OPERATORS CERTIFICATION STRATEGY

This letter confirms the understanding between The City and CUPE Local 709 concerning Level III certifications within the Water Services (Field Operations) Work Unit.

General

In order to ensure legislative compliance detailed in The City's Water Approval to Operate (476-03-00) and Wastewater Approval to Operate (17531-02-00) under the Environmental Protection and Enhancement Act, The City must retain a minimum number of Level III certified employees.

In order to maintain the legislative requirements, The City shall implement a pilot program to offer employees the opportunity to achieve Level III certification on a voluntary basis.

Eligibility and Selection

As the need arises, management shall notify all employees within the **Work Unit** regarding the pilot program opportunity.

Employees shall be eligible to apply for this program provided they hold a Level II certification, and occupy a permanent DWD Crews Foreman, WSC Crews Foreman or Lift Station Foreman position.

Employees who have a minimum of two (2) years of Direct Responsible Charge and have achieved the highest number of applicable CEUs, shall be selected to participate in the program. Where all other considerations are equal, the senior employee shall be given preference.

Program Commitments

Upon being selected for the program, management shall provide each participating employee with an individualized training plan outlining their outstanding course requirements, and timeframe for completion. **The Union shall also receive a copy of the individualized training plan.**

The City shall assume the cost of the course and exam fees as well as the cost for any required course material. Participating employees shall be expected to complete their coursework on their own time, except for any CEU eligible courses delivered or hosted by The City.

Participating employees shall be required to demonstrate their ongoing commitment to the program by following their individualized training plan.

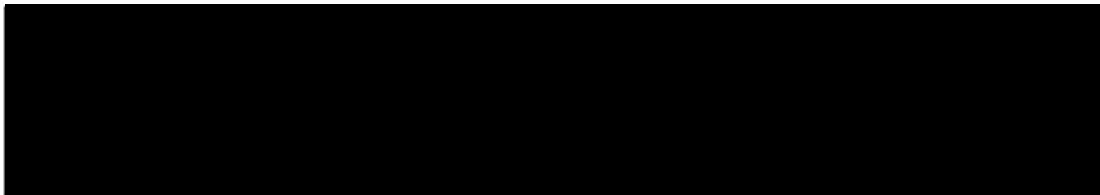
Management may remove an employee from the program in the event that they have more than two (2) unsuccessful course completions or have failed to follow their individualized training plan.

Notwithstanding the above, The City may terminate this **LOU** with ninety (90) calendar days written notice, however any employee who has commenced the pilot program, shall be supported to complete their Level III certification, subject to any limitations listed herein.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #17

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WATER SERVICES – FIELD OPERATIONS

This Letter of Understanding (**LOU**) applies to all employees in the Water Services (Field Operations) **Work Unit**. The parties agree to substitute this Letter for the respective numbered Clauses **in the CBA for the duration** of this **CBA**.

Where any conflict occurs with the terms and conditions outlined in this Letter and the **CBA**, this Letter shall take precedence.

Divisions

Within the Work Unit there will be **four (4)** Divisions or lines of service, which are titled:

- **Water Services – Customer and Business Support**
- Water Services Field Operations - Drinking Water Distribution
- Water Services Field Operations - Wastewater and Stormwater Collection
- Water Services Field Operations – Operational Services

To maintain staffing efficiencies, all employees within the Work Unit shall be assigned to an Operating Section as set out in **clause 5.13** in this **LOU**.

It is understood that employee(s) shall only be afforded access to relief as defined by **clause 4.11** of the **CBA**, and as outlined in the **LOU RE: Water Service (Field Operations) Relief Process**. Additionally, shift selection shall also be limited to the employee's assigned Operating Section.

5.05 Schedules of Work

Whenever shifts are established, employee(s) and/or shifts shall rotate at least every six (6) weeks or be firmly scheduled. Where shifts are not rotated, preference shall be by seniority and required qualifications to perform the required work within the Operating Section.

5.13 Overtime Distribution

The City agrees that overtime shall be distributed as equitably as possible among employees qualified to do the work in the Operating Section. Such overtime shall be distributed as equitably as possible over the twelve (12) month period, commencing the **day following the first pay day** in April of each year. **On this date and where appropriate, the order of distribution shall commence with the most senior employee within the Operating Section.** It is understood that management cannot reasonably distribute overtime equitably for employees who are directed to be on standby, decline call-out or who move between Operating Sections within the twelve (12) month period.

For monitoring purposes, the Business Unit shall provide The Union with a list of employee(s) and the amount of overtime hours worked by employee on a quarterly basis. Following receipt of the list, any discrepancies raised by the Union with respect to the equitable distribution of overtime, not resulting from qualifications, standby, refusal of call-out or movement between Operating Sections will be reviewed by the Business Unit and the Business Unit shall endeavour to address discrepancies in the following quarter.

Notwithstanding the above, in the event that there are insufficient available and qualified employee(s) to complete overtime work in an Operating Section, management reserves the right to allocate overtime to qualified employee(s) outside the **Operating Section** in the following order:

1. Employee(s) in another Operating Section within the Division,
2. Employee(s) across Divisions.

It is understood that where overtime is required due to a job continuation, **Management** reserves the right to assign overtime to employee(s) who commenced the job which necessitated the overtime requirement. This would apply to situations where specific knowledge and/or skills are required from the previous crew to complete the job.

The Operating Sections for Water Services (Field Operations) are as follows:

1. **Water Services – Customer and Business Support - Meters**
2. Drinking Water Distribution – Repair and Maintenance
3. Drinking Water Distribution – Operations and Maintenance
4. Wastewater & Stormwater Collection –Stormwater Operations and Maintenance/ Lift Stations
5. Wastewater & Stormwater Collection – Wastewater Repair
6. Wastewater & Stormwater Collection – Wastewater Operations and Maintenance
7. Operational Services – Frontline Operational Support

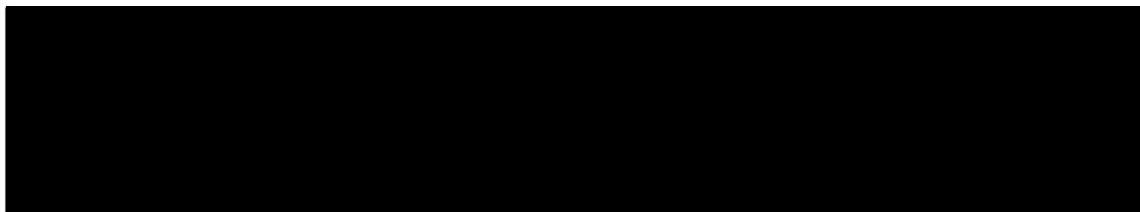
Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #18

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WATER SERVICES (FIELD OPERATIONS) RELIEF PROCESS

This **Letter of Understanding (LOU)** confirms the agreement between The City and The Union with regard to relief **assignments** and their administration for the Water Services (Field Operations) Work Unit.

The parties agree to substitute this LOU for subclauses 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined herein and that such process shall also be utilized to fill temporary assignments arising from seasonal or other operational requirements.

A. General

With the exception of the **thirty-five (35) calendar days** limitations, where a relief assignment is extended for any reason, it is agreed that the incumbent shall continue in the relief assignment to its conclusion, except in cases where the incumbent accepts an opportunity for a relief assignment in a more senior Foreman classification.

B. Under Thirty-five (35) Calendar Days Relief:

- I. Relief shall be assigned to the highest ranked, on-shift employee assigned to the Operating Section, who is on the applicable Relief Foreman Eligibility List.
- II. If there is no eligible relief available on shift in the Operating Section, where applicable, the opportunity shall be filled by the highest ranked, on shift employee assigned to the Division, who is on the applicable Relief Foreman Eligibility List. In the event that there is no on shift relief available in the Division, management may elect to use the **thirty-five (35) calendar days and over** process to backfill the absence.

C. Thirty-five (35) Calendar Days and over Relief:

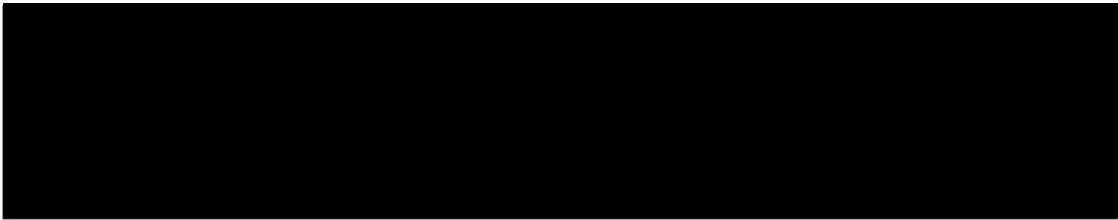
- I. Where the absence extends **into the thirty-fifth (35) calendar** day, the relief shall be re-assigned to the highest ranked available employee in the Operating Section, commencing on the thirty-sixth (36th) **calendar** day of the applicable absence. The top ranked employee shall be eligible for **this** relief assignment provided they are not already performing another **thirty-five (35) calendar days** assignment in the Operating Section.
- II. Where management is aware that an absence will exceed **thirty-five (35) calendar days** prior to the commencement of the relief assignment, management shall apply the **thirty-five (35) calendar days and over** day rule on day one (1) of the applicable absence.

If The City wishes to terminate this Letter of Understanding, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #19

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WASTEWATER TREATMENT AVERAGING SCHEDULE

This letter will confirm the following understanding between The City and **The Union** concerning the work schedule averaging period for The Wastewater Treatment Chief Operators within the Wastewater Treatment Operations and Calgro **Work Units**.

During the term of this CBA, the parties agree that clause 5.02 in the current **CBA** shall be replaced by the following for the above noted employees:

5.02 Hours of Work

The standard hours of work shall be twelve and sixty-three hundredth (12.63) hours per day, on a scheduled basis, and over a twenty-four (24) week period of time shall average forty (40) hours per week, with consecutive days off.

In order to achieve an average forty (40) hour work week, employees shall be required to take eight (8) of their regularly scheduled days of work off in every twenty-four (24) week cycle. These days off are referred to as "circle days".

Subject to operational needs and with prior approval from their **Exempt Supervisor**, employees shall have the opportunity to select their own circle days off within each twenty-four (24) week cycle. In the event an employee does not select their circle days in advance of the next twenty-four (24) week cycle or are not granted permission for their preferred days off, management shall assign the circle days.

Except for the above noted amendments to clause 5.02, all other provisions of the **CBA** shall apply save and except for 5.03 Standard Workday.

The City may terminate this **LOU** with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #20

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WASTEWATER TREATMENT SITE SPECIFIC RELIEF

This **Letter of Understanding (LOU)** confirms the **agreement** between The City and The Union with regard to **relief assignments** and their administration for the Wastewater Treatment Work Unit.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined herein and that such process shall also be utilized to fill temporary assignments arising from seasonal or other operational requirements.

- A. The City shall assign the relief Foreman 6 from the established Wastewater Treatment relief list, who is on the same shift as the Foreman 6 who is absent from work or relieving elsewhere in the Division. This process shall be followed for relief **under** thirty-five (35) calendar days.
- B. Where there is insufficient eligible relief on the F6's site and shift, relief shall be offered to the top ranked employee on the established Wastewater Treatment F6 relief list on the same shift.
- C. Relief Foreman 6's are assigned relief within their current site but may be assigned to other sites due to operational requirements.
- D. When Foreman 6 relief is **thirty-five (35) calendar days and over**, relief shall be filled from the top of the established Wastewater Treatment F6 relief list.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #21

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WASTE AND RECYCLING SERVICES RELIEF PROCESS

This Letter of Understanding (LOU) confirms the agreement between The City and The Union with regard to relief assignments and their administration for the Waste and Recycling Services (WRS) Work Unit. This LOU shall take effect November 1, 2022.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined below:

General

- Only employees with a regular base position within an Operating Section, as outlined in clause 5.13, shall be eligible to apply on relief lists.
- Other than reasons arising from a protected ground, employees shall not be permitted to decline any relief opportunity.
- An employee assigned a relief opportunity shall be required to complete the relief assignment.
- All relief opportunities shall be administered by position, using the site/shift specific provisions outlined below.
- Employees shall be removed from the relief list in the following circumstances:
 - Voluntarily submits written request to be removed;
 - Refuses to accept a relief assignment; and,
 - Accepts a regular Foreman position or a regular position outside the Work Unit and/or jurisdiction and have exhausted their reversion rights.

Site/Shift Specific Relief

A. Commercial Collection and Programs

- I. Relief shall be assigned to the top ranked on shift employee, on the applicable relief list who is working in the applicable Operating Section, as follows:

- District 6 Commercial Collections Operating Section, or
 - District 5 Programs Operating Section.
- II. If no Foreman relief is available on shift, the assignment shall be filled by the eligible top ranked relief Foreman in the Operating Section.
 - III. When two (2) or more site-specific relief assignments commence on the same date, as outlined above in Subclause A (i), the longest relief opportunity shall be assigned to the highest ranked eligible employee.

B. Residential Collection

- I. Relief shall be assigned to the top ranked on shift employee, on the Residential Collections relief list who is working in the applicable Operating Section, as follows:
 - District 1 Residential Collection;
 - District 2 Residential Collection;
 - District 3 Residential Collection; and,
 - District 4 Residential Collection.
- II. If no Foreman relief is available on shift within the applicable Operating Section, the assignment shall be filled by the top ranked eligible relief Foreman on the same shift in another Operating Section.
- III. If no Foreman relief is available on shift within the Operating Section, eligible employees shall be assigned relief on other shifts to meet operational requirements.
- IV. When two (2) or more site/shift specific relief assignments commence on the same date, as outlined above in Subclause B (i), the longest relief opportunity shall be assigned to the highest ranked eligible employee within the applicable Operating Section.

C. Landfill Operations

- I. Relief shall be assigned to the top ranked on shift employee, on the Landfill Operations relief list who is working in the applicable Operating Section, as follows:
 - East Calgary Waste Management Facility
 - Spy Hill Waste Management Facility
 - Shepard Waste Management Facility

- II. If no Foreman relief is available on shift within the applicable Operating Section, the assignment shall be filled by the top ranked eligible relief Foreman on the same shift in another Operating Section.
- III. If no Foreman relief is available on shift within the Operating Section, eligible employees shall be assigned relief on other shifts to meet operational requirements.
- IV. When two (2) or more site/shift specific relief assignments commence on the same date, as outlined above in Subclause C (i), the longest relief opportunity shall be assigned to the highest ranked eligible employee within the applicable Operating Section.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #22

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FLEET SERVICES INTEGRATION AGREEMENT

It is agreed that either The City or **The Union** may deem it advisable or necessary to amend the original Fleet Services Integration Agreement. This shall be addressed through a negotiated process which includes Local 583 of the Amalgamated Transit Union and Local 37 of the Canadian Union of Public Employees.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #23

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, FLEET SERVICES

This Letter of Understanding (**LOU**) applies to Foremen working within the Fleet Services **Work Unit**. This includes the following position:

- O/S Fleet Trades Foreman (03942).

During the term of this **CBA**, the parties agree to substitute the following clauses for the respective numbered clauses of the **CBA**:

5.02 Hours of Work

- A.** The hours of work, subject to the specific provisions of this **CBA**, shall be ten and a half (10.5) hours of work per day, four (4) consecutive days per calendar week to a total of forty-two (42) hours per week, with consecutive days off; or,
- B.** The hours of work subject to the specific provisions of this **CBA**, shall be twelve and a half (12.5) hours of work per day, three (3) consecutive days per calendar week, with one additional eight and a half (8.5) hour shift every two (2) weeks to a total of forty-one and three quarter (41.75) hours per week.

5.10 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled daily hours worked while engaged in operations requiring standard working hours, as per clause 5.02 as referenced in this letter.

7.04 Vacation Entitlement

All employees shall be entitled to vacations based on, **or prorated against, the completion of either their anniversary or calendar years of service**, as per clauses 7.01, **7.02** and 7.03 and in accordance with the following:

A.

Anniversary or Calendar Years of Continuous Service	Vacation Entitlement	Entitlement in Hours*
1 year	2 weeks	84
2 years	3 weeks	126
8 years	4 weeks	168
17 years	5 weeks	210
25 years	6 weeks	252
30 years	7 weeks	294

B. Vacation entitlement in hours (based on an average of forty-two (42) actual weekly hours). Employees shall receive a pro-rated vacation entitlement based on the average number of weekly hours.

C. It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.

D. Employees who take one of the following **protected** leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

In the event an employee is off on a **protected leave** for longer than twelve (12) months, **their** vacation hours accrual shall be rested. Upon returning to work the employee's vacation entitlement hours shall accrue once again and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the employee may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

E. **A permanent employee who is laid off but retains recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**

F. **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of article 6.00.**

7.06 Vacation Pay

Vacation pay for one (1) weeks' vacation as defined above shall be forty-two (42) hours regardless of the employee's normal work schedule.

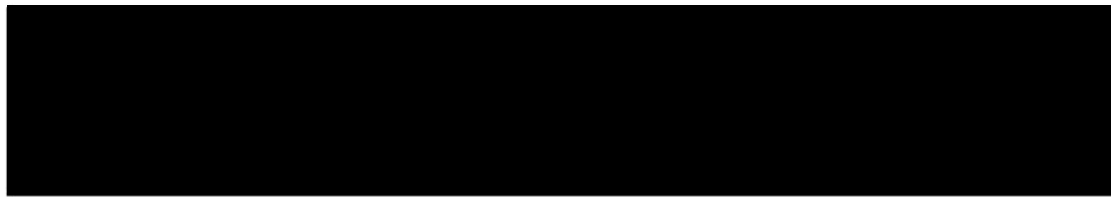
Except for the amendments to the terms and conditions of employment outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

If The City wishes to terminate this LOU, it may do so with ninety (90) calendar days written notice

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING #24

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FLEET SERVICES SITE/SHIFT SPECIFIC RELIEF

This Letter of Understanding (LOU) confirms the agreement between The City and The Union with regard to relief assignments and their administration for the Fleet Services Work Unit.

The parties agree to substitute this LOU for subclause 4.11 (E) and clause 5.05 the CBA.

When staffing relief, the process outlined in clause 4.11 shall be adhered to, except for subclause 4.11 (E), which shall be substituted for the process outlined below:

General

- Only employees with a regular base position within an Operating Section shall be considered when populating relief lists.
- Other than reasons arising from a protected ground, employees shall not be permitted to decline any relief opportunity.
- An employee assigned a relief opportunity shall be required to complete the relief assignment.
- All relief opportunities shall be administered using the site-specific provisions.
- Employees shall be removed from the relief list in the following circumstances:
 - Voluntarily submits written request to be removed;
 - An employee who refuses to accept a relief assignment; and,
 - An employee who accepts a regular Foreman position or a regular position outside the Work Unit and/or jurisdiction and have exhausted their reversion rights.

Site/Shift Specific Relief

1. Fleet Services – Maintenance (Manchester)

A. Planned

- I. When relief is as a result of a planned absence, it shall first be assigned to the top ranked eligible employee working at Manchester on the same shift where the relief opportunity exists.

Thereafter, The City shall assign relief on a rotational basis to all eligible employees from the established Fleet Maintenance Foreman relief list, in descending rank order, working at Manchester.

- II. If no relief Foreman is available on shift, the assignment shall be filled by the top ranked eligible Foreman on another shift at Manchester.
- III. When two (2) or more relief assignments commence on the same date, the longest relief opportunity shall be assigned to the next highest ranked eligible employee, working at Manchester.
- IV. If no relief Foreman is available at Manchester, the assignment shall be filled by the top ranked employee on the established relief list within another Operating Section.

B. Unplanned

- I. When relief is as a result of an unplanned absence, it shall first be assigned to the top ranked employee working at Manchester on the same shift where the relief opportunity exists.
- II. If no relief Foreman is available on shift, the assignment shall be filled by the top ranked eligible Foreman on another shift at Manchester.
- III. If no relief Foreman is available at Manchester, the assignment shall be filled by the top ranked employee on the established relief list within another Operating Section.

2. Fleet Services - Fabrication and Welding – (Manchester)

- I. Relief shall first be assigned to the top ranked eligible employee on the established relief list, working on the same shift where the relief opportunity exists.

Thereafter, The City shall assign relief on a rotational basis to all eligible employees from the established Fabrication and Welding Foreman relief list, in descending rank order, working on the same shift.

- II. If no relief Foreman is available, the assignment shall be filled by the top ranked Foreman on a different shift.

3. Fleet Services – Maintenance (Satellites) by site:

- Spring Gardens and Bearspaw Fleet Maintenance site
- Shepard Fleet Maintenance site

- East Calgary Fleet Maintenance site
- Spyhill Fleet Maintenance site

A. Planned

- I. When relief is as a result of a planned absence, it shall first be assigned to the top ranked eligible employee on the established relief list, working at the applicable site.
Thereafter, The City shall assign relief on a rotational basis to all eligible employees from the established Fleet Maintenance Foreman relief list, in descending rank order, working at the applicable site.
- II. When two (2) or more relief assignments commence on the same date, the longest relief opportunity shall be assigned to the next highest ranked eligible employee, on the same shift, where the opportunity exists.
- III. If no relief Foreman is available at the site where the relief opportunity exists, the assignment shall be filled by the top ranked employee on the established relief list at another site.
- IV. If no relief Foreman is available, the assignment shall be filled by the top ranked employee in another Operating Section.

B. Unplanned

- I. When relief is as a result of an unplanned absence, it shall first be assigned to the top ranked employee working on the same shift at the applicable site, where the relief opportunity exists.
- II. If no relief Foreman is available on shift, the assignment shall be filled by the top ranked employee on another shift at the applicable site.
- III. If no relief Foreman is available at the applicable site, the assignment shall be filled by the top ranked employee on the established relief list at another site.
- III. If no relief Foreman is available, the relief assignment shall be filled by the top ranked employee in another Operating Section.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this LOU and the CBA, it is agreed that the terms of this Letter shall apply.

The City may terminate this LOU with ninety (90) days written notice and revert to the terms of clauses 4.11 and 5.05 of the CBA.

Dated this 28 day of July, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CIVIC FOREMEN'S UNION,
LOCAL 709 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

