



COLLECTIVE AGREEMENT

Between

**The Corporation of
The City of Calgary**

and

**Canadian Union of
Public Employees**

Local 37

2021 - 2023

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General Meetings:

General meetings are held the second Tuesday of each month, except July and August and commence at 7:00 p.m.

TABLE OF CONTENTS

1.00	COVERAGE AND DEFINITIONS	8
1.01	Definitions	8
1.02	Management Rights.....	9
1.03	Purpose and Coverage	9
1.04	Certification Change	9
1.05	Term of Agreement.....	9
1.06	Negotiations Notice.....	9
1.07	Coverage Extension.....	9
1.08	Rates of Pay	9
1.09	Position Information	10
1.10	Position Reviews.....	10
1.11	Benefits Information	10
1.12	Pension Plan.....	10
1.13	Information to The City.....	10
1.14	Electronic Communication	11
2.00	UNION SECURITY AND EMPLOYEE RIGHTS.....	12
2.01	New Employees	12
2.02	Check Off.....	12
2.03	Dues Deduction	12
2.04	Pay Days.....	12
2.05	Technological Change	12
2.06	Technological Change Transfers	12
2.07	Technological Change Separations	12
2.08	No Conflicting Agreements	13
2.09	Copies of the CBA	13
2.10	Job Stewards	13
2.12	Discrimination and Harassment	13
2.11	Representative of Canadian Union of Public Employees	14
2.13	Investigations and Discipline.....	14
2.14	Disciplinary Document Expiry	14
2.15	File Review	14

2.16	Notice of Resignation.....	15
2.17	Communal Facilities Access.....	15
2.18	Occupational Health and Safety.....	15
2.19	Health and Safety Committees.....	15
2.20	Occupational Health and Safety Committee Assistance and Mandate Changes.....	15
2.21	Information Exchange.....	16
2.22	Safety - City Responsibility.....	16
2.23	Safety - Employee Responsibility.....	16
2.24	Unsafe Working Conditions.....	16
2.25	Protective Wear.....	16
2.26	Bulletin Boards or Electronic Messaging Boards.....	16
3.00	GRIEVANCE PROCEDURE.....	17
3.01	Differences.....	17
3.02	Definition of Grievance.....	17
3.03	Filing Time Limit.....	17
3.04	Filing Procedure.....	17
3.05	Working Days.....	17
3.06	City Initiated Grievance.....	18
3.07	Policy Grievance.....	18
3.08	Rating Appeal Grievance.....	18
3.09	Grievance Handling.....	18
3.10	Union Representation at Hearings.....	19
3.11	Employee Attendance at Hearings.....	19
3.12	Informal Grievance Meeting.....	19
3.13	Grievance Procedure.....	19
3.14	Calgary Police Service Grievances.....	21
3.15	Arbitration Board Awards.....	21
3.16	Reinstatement.....	21
4.00	SENIORITY, PROMOTION, LAYOFF AND RECALL.....	22
4.01	Permanent Full-Time Employee.....	22
4.02	Permanent Part-Time Employee.....	22
4.03	Probationary Employee.....	22
4.04	Temporary Employee.....	22
4.05	Full-time Employee.....	22

4.06	Part-time Employee	22
4.07	On-Call Employee	22
4.08	Regular Position.....	23
4.09	Provisional Position.....	23
4.10	Promotion.....	23
4.11	Transfer.....	23
4.12	Probationary Period	23
4.13	Trial Period.....	23
4.14	Seniority.....	24
4.15	Work Units	24
4.16	Posting of Positions	25
4.17	Staffing of Positions	25
4.18	Selections	25
4.19	Appointments.....	25
4.20	Reversion.....	26
4.21	Non-Permanent Employee - Transfer and Promotion	26
4.22	Relief or Temporary Assignments.....	26
4.23	'On the Job' Training	27
4.24	Notice of Layoff.....	28
4.25	Position Elimination and Layoff	28
4.26	Recall Rights.....	29
4.27	Notice of Recall.....	29
4.28	Recall for Employment of Short Duration.....	30
4.29	Permission to Rest Recall Rights for Definite Period	30
4.30	Lapse of Recall Rights	30
4.31	Certification Change and Seniority.....	30
4.32	Loss of Seniority	30
4.33	Separation of Temporary Employees.....	31
4.34	Lists	31
5.00	HOURS OF WORK, RATES OF PAY, PAY PREMIUMS.....	32
5.01	Hours and Days of Work.....	32
5.02	Standard Hours of Work.....	32
5.03	Standard Workday	32
5.04	Non-Standard Hours of Work, Excluding Part-Time.....	32

5.05	Rest Periods	32
5.06	Schedules of Work.....	33
5.07	Work Schedule Discussions and Review, Excluding Part-Time	33
5.08	Working Schedule.....	33
5.09	Shift Change Notice	34
5.10	Inability to Report	34
5.11	Change in Work Sites	34
5.12	Pay Procedure for Relieving in a Higher Pay Classification	34
5.13	Transportation.....	35
5.14	Equipment and Truck Breakdowns	35
5.15	Inclement Weather	35
5.16	Overtime Entitlement	35
5.17	Overtime Distribution	36
5.18	Banked Overtime	39
5.19	Overtime During Layoffs	40
5.20	Calculation of Overtime Pay.....	40
5.21	Call-Outs.....	40
5.22	Shift Differential.....	40
5.23	Weekend Work	40
5.24	Standby Pay.....	41
5.25	Service Pay.....	41
5.26	Uniform Allowance.....	41
5.27	Uniform Issue.....	42
5.28	Clothing Issue	42
5.29	Return of Uniforms and Keys.....	42
5.30	Apprentices	42
5.31	Pay During Apprenticeship.....	43
5.32	Tools	43
6.00	LEAVES OF ABSENCE	46
6.01	General Leave of Absence.....	46
6.02	Union Office Leave of Absence.....	46
6.03	Union Business Leave of Absence	46
6.04	Education and Training Leave	46
6.05	Witness Duty.....	47

6.06	Time Off for Elections.....	47
6.07	Military Leave of Absence.....	47
6.08	Religious Leave of Absence.....	47
6.09	Self-Funded Leave	47
6.10	Maternity Leave.....	48
6.11	Return From Maternity Leave.....	48
6.12	Adoption Leave.....	49
6.13	Parental Leave.....	49
6.14	Birth/Custody Leave	49
6.15	Compassionate Care Leave.....	49
6.16	Family Leave.....	49
6.17	Bereavement Leave.....	50
6.18	Bereavement Leave Extension.....	51
6.19	Mourner's Leave.....	51
6.20	Leave to Attend Funeral.....	51
6.21	Leaves of Absence Administration.....	51
6.22	Overstaying Leave of Absence.....	51
6.23	Loaning of Employees.....	52
7.00	VACATION, STATUTORY HOLIDAY AND SERVICE ENTITLEMENTS.....	53
7.01	Service.....	53
7.02	Rehiring Former Employees.....	53
7.03	Prorated Vacation Entitlement.....	53
7.04	Common Vacation Base Date (VBD)	53
7.05	Vacation Entitlement.....	54
7.06	Banking of Vacations.....	55
7.07	Calculation of Vacation Pay.....	55
7.08	Vacation Pay.....	56
7.09	Statutory Holidays.....	56
7.10	Holy Days.....	56
7.11	Statutory Holiday on a Regularly Scheduled Day of Work	57
7.12	Statutory Holiday on a Regular Day Off	57
7.13	Statutory Holiday Pay During Absence From Work.....	57
	SCHEDULE A: CLASSIFICATIONS.....	60
	SCHEDULE B: RATES OF PAY.....	68

SCHEDULE B: RATES OF PAY - TRADES - JOURNEYMAN	69
SCHEDULE B: RATES OF PAY - TRADES - APPRENTICES	70
SCHEDULE C: ROADS DRIVER/OPERATOR/LABOURER TASK/EQUIPMENT LIST	73
SCHEDULE D: CLOTHING	74
SCHEDULE E: SUPPLEMENTATION OF COMPENSATION	82
LETTER OF UNDERSTANDING #1	87
RE: LEAVES OF ABSENCE - MEDICAL REASONS	87
LETTER OF UNDERSTANDING #2	89
RE: MARKET AFFECTED POSITIONS AND OUT OF SCHEDULE RATES OF PAY	89
LETTER OF UNDERSTANDING #3	90
RE: STUDENT WORK PROGRAM	90
LETTER OF UNDERSTANDING #4	92
RE: WCB ADMINISTRATION AND TOP-UP	92
LETTER OF UNDERSTANDING #5	93
RE: PERMANENT EMPLOYEE LAYOFF PROCEDURE AND SEVERANCE PACKAGE OPTION	93
LETTER OF UNDERSTANDING #6	95
RE: CITY OF CALGARY VEHICLES FOR STANDBY DUTY	95
LETTER OF UNDERSTANDING #7	97
RE: CPS MOTORCYCLE MECHANIC APPRENTICESHIP PROGRAM – FLEET SECTION	97
LETTER OF UNDERSTANDING #8	99
RE: USE OF PERSONAL VEHICLE AND/OR TRANSPORTATION OF EQUIPMENT	99
LETTER OF UNDERSTANDING #9	100
RE: HOURS OF WORK AND REST PERIODS FOR THE CALGARY ZOO	100
LETTER OF UNDERSTANDING #10	103
RE: SUPPLY MANAGEMENT SERVICES INTEGRATION AGREEMENT	103
LETTER OF UNDERSTANDING #11	104
RE: FLEET SERVICES INTEGRATION AGREEMENT	104
LETTER OF UNDERSTANDING #12	105
RE: HOURS OF WORK FOR PARTS TECHNICIANS IN WAREHOUSING AND INVENTORY AND MECHANICAL STAFF IN WATER TREATMENT	105
LETTER OF UNDERSTANDING #13	108
RE: HOURS OF WORK FOR TRADES AND TRADE SUPPORT IN FLEET SERVICES	108
LETTER OF UNDERSTANDING #14	111

RE: TRAINING OFFICERS IN THE FLEET SERVICES WORK UNIT	111
LETTER OF UNDERSTANDING #15.....	116
RE: HOURS OF WORK FOR VEHICLE AND EQUIPMENT TRAINERS IN MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION, AND SERVICE DESIGN	116
LETTER OF UNDERSTANDING #16.....	119
RE: MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION, AND SERVICE DESIGN WORK UNIT STAFFING	119
LETTER OF UNDERSTANDING #17	124
RE: MOBILITY OVERTIME AND MAJOR EVENT CALL-OUT	124
LETTER OF UNDERSTANDING #18.....	126
RE: CALGARY PARKING AUTHORITY SENIORITY	126
LETTER OF UNDERSTANDING #19.....	128
RE: CALGARY PARKING AUTHORITY HOURS OF WORK AND REST PERIODS.....	128
LETTER OF UNDERSTANDING #20	131
RE: SEASONAL EMPLOYMENT OPPORTUNITY BETWEEN WASTE & RECYCLING SERVICES AND MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION AND SERVICE DESIGN	131
LETTER OF UNDERSTANDING #21	134
RE: PATHWAYS SENIORITY INTEGRATION.....	134
LETTER OF UNDERSTANDING #22	136
RE: PARKS AND OPEN SPACES SEASONAL OPERATIONAL AREAS.....	136
LETTER OF UNDERSTANDING #23.....	140
RE: PARKS AND OPEN SPACES: TEMPORARY EMPLOYEE LEAVES OF ABSENCE – PILOT PROGRAM.....	140
LETTER OF UNDERSTANDING #24	142
RE: HOURS OF WORK FOR INTERMEDIATE AND SENIOR PLANT OPERATORS, WATER TREATMENT	142
LETTER OF UNDERSTANDING #25	145
RE: HOURS OF WORK FOR WASTEWATER TREATMENT, WATER SERVICES	145
LETTER OF UNDERSTANDING #26	148
RE: PILOT WATER OPERATORS CERTIFICATION STRATEGY.....	148
LETTER OF UNDERSTANDING #27	150
RE: WATER SERVICES – FIELD OPERATIONS	150

COLLECTIVE AGREEMENT made this _____ day of _____ 2022:
BETWEEN:

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

PARTY OF THE FIRST PART

and

CALGARY CIVIC EMPLOYEES LOCAL 37 OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES

hereinafter called "The Union"

PARTY OF THE SECOND PART

1.00 COVERAGE AND DEFINITIONS

1.01 Definitions

The following words have an associated definition within the CBA 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 37
- E. "Collective Bargaining Agreement" or "CBA" - this agreement which 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 of Calgary
- 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 The City and to direct the working forces of The City subject however to the terms of this **CBA**.

1.03 Purpose and Coverage

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

1.04 Certification Change

The City, The Union, and any other employee group(s) may agree to exclude or include certain position(s)/employee(s) notwithstanding existing certificates. Such agreements shall be reduced to writing and shall form part of this **CBA**.

1.05 Term of Agreement

This **CBA** shall be in full force and effect as of **the date of ratification, August 2, 2022** and shall continue in full force and effect to **December 31, 2023**, and from year to year thereafter, except as hereinafter provided.

1.06 Negotiations Notice

Either party may require the other party to commence collective bargaining by notice in writing not less than sixty (60) days and not more than one hundred twenty (120) days prior to the termination, or anniversary of the termination date, of this **CBA**. Pre-negotiation studies may be carried out if mutually agreed.

1.07 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**, this **CBA** shall remain in full force and effect during this time until the applicable provisions have been complied with under the Alberta Labour Relations Code.

1.08 Rates of Pay

The parties agree to accept the Rates of Pay as shown in the attached Schedules B: Rate of Pay, Schedule B: Rates of Pay – Journeymen, and Schedule B: Rates of Pay - Trades - Apprentices.

1.09 Position Information

The City shall make available to The Union, regular reports as to position additions and deletions, lists of positions in the bargaining unit, list of jobs in each pay grade, re-evaluations, and job specification. Such reports or lists may also be provided upon request from The Union.

1.10 Position Reviews

The City has the right to evaluate positions and set hourly pay rates on new or significantly changed jobs. The new ratings assigned to positions may be appealed under the Grievance Procedure. New hourly pay rates shall be effective as of the date of establishment of the position. Job evaluation of new or existing positions shall be completed by **HR** within ninety (90) days of receipt of the request.

When **HR** or Management requests a review based on a change of duties or as a result of Management reorganization, 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. Any employee whose evaluated base hourly pay rate is over-ranged as a result shall receive normal increments in the previously **regular** position and any general increases for a three (3) year period (as long as that employee remains in that position), after which "red-circling" shall become effective.

Any employee who requests a review and whose base hourly pay rate is over-ranged as a result of a review of the position by **HR** shall have **their** base hourly pay rate in the previously **regular** position maintained, with no further increases (as long as that employee remains in that position). This base hourly pay rate shall remain in effect until the evaluated base hourly pay rate equals or surpasses the employee's "red-circled" hourly pay rate.

1.11 Benefits Information

Employee benefit entitlements and participation requirements are contained within the provisions and regulations of the **CBA** between The City and the MEBAC.

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 Information to The City

It shall be the responsibility of each employee, including any employee 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). The City **shall** provide The Union with such information for active employees, on a monthly basis.

1.14 Electronic Communication

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

All formal communication to LR shall be sent directly to lr@calgary.ca. All formal communication to The Union shall also be sent to admin@cupe37.ca and office@cupe37.ca.

2.00 UNION SECURITY AND EMPLOYEE RIGHTS

2.01 New Employees

The City agrees to acquaint new employees with the fact that a **CBA** is in effect, with the dues check off and to provide them with an **electronic link to this CBA** which shall **make reference to a membership card. The Union shall be responsible for providing such membership cards to their members.**

2.02 Check Off

All employees covered by this **CBA** shall be subject to deduction of Union Dues from pay, and including initiation fees for Union members, in amounts equal to the regular dues and initiation fees and from time to time those assessments duly authorized by The Union's Bylaws but not including any fines.

2.03 Dues Deduction

Deductions shall be made from each payroll and shall be forwarded to The Union not later than the tenth (10th) day following the deduction, accompanied by a list of all employees from whose wages the deductions have been made.

2.04 Pay Days

All employees shall be paid on a biweekly basis. Employees **may electronically access**, a statement showing all deductions and adjustments for that period.

2.05 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.

2.06 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** transfer **they** shall continue to receive the hourly pay rate that **they** enjoyed at the time of transfer until such time as the lower hourly pay rate reaches **the employee's** former hourly pay rate at the time of **their** transfer.

2.07 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, the employee shall receive two (2) weeks at one-half (1/2) of **their** regular pay for each year served beyond ten (10) years to a maximum of twenty-six (26) weeks.

2.08 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**.

2.09 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 this **CBA**, within ninety (90) days of the date this **CBA** is signed by both parties and shall accept the full cost.

2.10 Job Stewards

The Job Steward System is accepted in principle by The City. The Union shall list with **LR**, and the **Work Units**, as per clause 4.15, the current appointments of Union Officers and Job Stewards in each **Work Unit**.

The City shall list with The Union, The City personnel in each **Work Unit** with whom The Union files grievances, as per the grievance procedure.

Job Stewards shall be recognized by The City as part of the grievance procedure, as per article 3.00, and for the purpose of attending disciplinary representation, as per clause 2.13.

2.12 Discrimination and Harassment

- A.** 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, 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.

- B.** **The City and The Union are committed to improving the workplace by maintaining a work environment 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.

2.11 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with The City. Such representatives shall not be denied reasonable access to The City's premises **to partake in The City's investigation or to** assist in the settlement of a grievance, taking into consideration operating necessities.

2.13 Investigations and Discipline

- A. When an employee is being formally investigated by management on any matter which could result in discipline **or is being disciplined** the employee shall be advised that they **have** the right to have a Union representative present. **The City shall make arrangements for such representation with The Union Office staff.**
- B. **When an employee is being interviewed as a witness, they have the right to have a Union representative present.**
- C. **Where an employee has exercised their rights under either subclauses A or B, such meeting shall not be conducted without The Union representative present. The Union commits to making representation available through Full-time Officers, the National Representative or Job Stewards for its members on all work schedules.**
- D. **All discipline shall be in writing and shall include** the reason for the action and outline the terms of the penalty

A signed copy of the written particulars shall be shared with the employee, The Union Representative (where applicable) and sent to The Union office

2.14 Disciplinary Document Expiry

Discipline in the form of a written warning shall be removed from the employee's personnel 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 personnel 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 personnel 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 period of time.

2.15 File Review

Under the supervision of The City and by appointment, an employee has the right to see **their** official personnel file held in HR, and the Business Unit personnel file, if applicable. An employee's right to see either file shall not be unreasonably denied.

2.16 Notice of Resignation

Where a permanent employee resigns, **they** shall give The City two (2) weeks' notice, in writing.

2.17 Communal Facilities Access

Insofar as is practicable, **facilities** shall be arranged for employees to wash up, have their meals and to keep and change their clothes.

The City shall ensure that where trailers are assigned to field application for crew operations, they shall have toilet facilities. Employees shall be required to clean the toilet facilities. In this respect appropriate cleaning **equipment** and material shall be made available and The City shall assign cleaning duties as equally as is practicable among the employees concerned

2.18 Occupational Health and Safety

An effective Occupational Health and Safety management system is dependent on complying with government legislation and, on policy set by management and, on clear communication to all employees (both union and non-union) as part of their normal responsibility.

2.19 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 times annually to deal with concerns pertinent to Occupational Health and Safety. Terms of reference for the committees shall include, at minimum, the following three (3) responsibilities:

- Identifying unhealthy or unsafe situations at work;
- Recommending corrective or preventative actions;
- 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, with participation subject to operational requirements. A representative from Safety Management will arrange for such participation in an inspection set up under The City's Workplace Inspection Directive.

Copies of Committee recommendations shall be forwarded to Safety Management.

2.20 Occupational Health and Safety Committee Assistance and Mandate Changes

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 perform their safety related responsibilities.

The parties agree that any further terms of reference and/or clarification of the terms of reference established under clause 2.19 shall be developed and mutually agreed upon in joint consultation between The Union representatives and The City's representatives.

2.21 Information Exchange

Upon request to LR The Union shall be provided with the particulars of personal injury reports, and any related safety issues, as well as any investigation reports and studies conducted by Safety Management. LR shall endeavour to send the information to The Union no later than thirty (30) days from receipt of the request.

2.22 Safety - City Responsibility

It is the responsibility of The City, to ensure the safe conditions of vehicles, tools, equipment, and materials and upon becoming aware of an unsafe condition to take timely and corrective action.

2.23 Safety - Employee Responsibility

Having received the required instructions, it is the responsibility of employees to ensure that all vehicles, tools, equipment, and materials are operated or handled in a safe and reasonable manner and to promptly advise of defects, damage and/or unsafe condition of same.

2.24 Unsafe Working Conditions

An employee shall not be required to work in conditions that are in violation of the Alberta Occupational Health and Safety Act and any amendments thereto, or any enactments subsequently legislated in Alberta. Employees exercising their right to refuse unsafe work under such legislation will be protected in accordance with the applicable provision.

No person shall dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with this Act, the regulations, the adopted code, or an order given under this Act or the regulation.

2.25 Protective Wear

No employee of The City shall be required to enter any quarantined building or area, sanitary or hazardous material spill clean up sites, without proper protective clothing and/or devices as specified. It is further agreed that The City shall assume responsibility in the event that the employee becomes infected, provided that the proper clothing and devices have been used and the proper techniques adhered to.

2.26 Bulletin Boards or Electronic Messaging Boards

The City shall provide bulletin boards or electronic messaging boards wherever practicable, located in common areas. Any non-city communication posted on these boards shall require approval from The City.

3.00 GRIEVANCE PROCEDURE

3.01 Differences

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

An employee is expected to attempt resolution of the difference informally with the Exempt Supervisor. The employee shall have the right to have union representation. Should this fail to resolve the difference, a grievance may be submitted in writing, pursuant to clause 3.03.

3.02 Definition of Grievance

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 this **CBA**, or any question as to whether any difference is arbitrable.

3.03 Filing Time Limit

- A. Grievances not submitted within ten (10) working days after the circumstances giving rise to such grievances occurred or should reasonably have been known, shall not be considered.
- B. The time limits as set out in clause 3.13 Grievance Procedure may be extended by any longer period which is mutually agreed by the parties. Conversely, if time limits are not adhered to, either party may proceed to the next step.**
- C. Steps one (1), two (2) and/or three (3) may be by-passed if mutually agreed by The Union and LR.**

3.04 Filing Procedure

No grievance shall be considered except under the following procedure including specifically the placing of the grievance in writing, citing clause(s) pertaining to the grievance. Copies of all written grievances shall be forwarded to **LR**. Grievances shall be submitted on a form satisfactory to The Union and The City.

3.05 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.

3.06 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 3.03. The grievance shall provide a detailed explanation of such violation, including the remedy being sought.

The Union, where necessary, shall 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 subclause 3.13 (D).

3.07 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 as per the procedure in clause 3.13 Grievance Procedure.

3.08 Rating Appeal Grievance

A rating appeal grievance, shall be subject to an informal grievance meeting, in accordance with clause 3.12. The Union Executive Representative and/or the CUPE National Representative, and representatives from HR shall attend the 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, as Step Two (2) of the Grievance Procedure, in accordance with clause 3.13.

3.09 Grievance Handling

No grievance handling or Union activities shall take place on City property, or work sites, or during working hours without the required permission of the Exempt Supervisor or designate responsible for the work area(s).

3.10 Union Representation at Hearings

The following employees (other than those employees on Union Office Leave of Absence) may be in attendance during the Grievance Procedure, and if held during their scheduled working hours, shall suffer no loss of pay:

- At Step **one (1)**, the **Work Unit Job Steward**, as per clause 2.10, and one **(1)** other Union representative;
- At Steps **two (2)** and **three (3)**, three (3) Union representatives; **and**,
- At Arbitration, five (5) Union representatives.

3.11 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.

3.12 Informal Grievance Meeting

Once a grievance has been filed, in accordance with clause 3.03, 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).

3.13 Grievance Procedure

Any employee desiring to appeal against their dismissal for cause, shall do so under the Grievance Procedure, and in such cases Step ne (1) shall be bypassed.

Grievances arising under this **CBA** shall be processed, adjusted, and settled as follows:

A. Step One

A Union Executive Representative or the CUPE National Representative shall submit the grievance in writing to the applicable Manager or their designate who shall **contact The Union to arrange a Step One (1) hearing within a mutually agreeable timeframe**. A written response shall be provided to **The Union** within five (5) working days of the hearing.

B. Step Two

Within five (5) working days of receipt of the response, The Union Executive Representative or the CUPE National Representative may submit the grievance to the **applicable** 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 response shall be provided to **The Union** within five (5) working days of the hearing.

C. Step Three

Within five (5) working days of receipt of the response, The Union Executive Representative 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 response shall be provided to **The Union** within ten (10) working days of the hearing.

D. Arbitration

If the decision of the Director at **Step Two (2)**, or of the General Manager at **Step Three (3)**, is not acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within thirty (30) days after receipt of the decision for final and binding settlement on all parties.

Either of the parties may notify the other party in writing of its desire to submit the difference as per clause 3.04 to arbitration, and the notice shall contain a statement of that difference 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 difference and shall issue an award in writing and the decision is final and binding upon the parties and 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.

The parties may by mutual agreement elect Arbitration by a single Arbitrator under the provisions of the Alberta 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.

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.

3.14 Calgary Police Service Grievances

Grievances arising at the Calgary Police Service shall be heard in accordance with the terms set out in clause 3.13, by the individuals holding the following positions:

- **Step One (1) - The Inspector or Civilian Management Exempt Equivalent**
- **Step Two (2) - The Superintendent or Civilian Management Exempt Equivalent**
- **Step Three (3) - The Chief or Designated Deputy Chief**

3.15 Arbitration Board Awards

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 this **CBA**.

3.16 Reinstatement

Any employee who has been wrongfully dismissed or suspended by The City and who is later reinstated shall, subject to the conditions of reinstatement, be compensated in full for standard time lost at **their** regular hourly pay rate.

4.00 SENIORITY, PROMOTION, LAYOFF AND RECALL

4.01 Permanent Full-Time Employee

A permanent employee shall be defined as one who has been selected or appointed, to a regular full-time position, and has served a complete probationary period. A permanent employee shall include those, as per clause 4.09.

4.02 Permanent Part-Time Employee

A permanent part-time employee shall be defined as one who has been selected or appointed, to a regular part-time position, and has served the equivalent to a six (6) month probationary period (**nine hundred and ninety two (992) hours**), and whose work is firmly scheduled throughout the entire year on a regular basis (a minimum of nineteen (19) hours per week), and whose continuing work requires at least **nine hundred and ninety two (992) hours** of work during any consecutive twelve (12) months. These employees shall receive the same hourly pay rate as full-time permanent employees.

4.03 Probationary Employee

A probationary employee shall be one who has been selected or appointed to a regular position and is serving a probationary period for the purpose of establishing permanency and meeting the requirements of the position.

4.04 Temporary Employee

A temporary employee shall be one who has not attained permanent employee status.

4.05 Full-time Employee

The word "full-time" when used in this **CBA** shall refer to an employee who is assigned standard working hours as specified in this **CBA**.

4.06 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 standard working hours specified in this **CBA**.

4.07 On-Call Employee

An "On-Call" employee shall be designated as one filling a non-regular position, who may work hours equal to or less than a normal shift; hours and days of work are on an intermittent or occasional basis; considered as those employees who have the right to elect whether or not to work when requested. No seniority shall accrue for these employees.

4.08 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 City Business Unit.

4.09 Provisional Position

If no regular position becomes available after twenty-four (24) months of continuous, full-time work in a **Work Unit**, the temporary full-time employee shall be assigned to a provisional position and shall be considered a permanent employee. 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. 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 a regular position where the duties of that position have been satisfactorily performed by that employee.

4.10 Promotion

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

4.11 Transfer

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

4.12 Probationary Period

A complete six (6) month period of work in a continuous period of service may be served by all employees in any regular position in order to assess employees' abilities to meet the requirements of such regular positions. For the purpose of determining the probationary period, any accumulation of ten (10) or more working days of absence from work shall be added to the stipulated six (6) month period. Probationary status reports shall be completed at minimum during the third (3rd) and fifth (5th) month of the probationary period. The probationary period may be extended as required following mutual agreement with The Union.

4.13 Trial Period

All permanent employees promoted or transferred to a regular 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.

4.14 Seniority

A. Seniority is defined as the accumulation of time, subject to clause 4.30, within the Work Unit, as per clause 4.15.

In the event that 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. 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 clause 3.16.

C. When a temporary employee is laid off, their seniority end date shall be adjusted to the Sunday of the calendar week in which their layoff came into effect.

D. When a temporary employee is recalled, their seniority start date shall be the Monday of the calendar week in which first shift is set to commence.

4.15 Work Units

Operational Services

- 1.1) Waste and Recycling Services
- 1.2) Water Services (Field Operations)
- 1.3) Wastewater Treatment & Calgro
- 1.4) Water Treatment
- 1.5) Warehousing and Inventory**
- 1.6) Fleet Services
- 1.7) Facility Management
- 1.8) Parks and Open Spaces**
- 1.9) Golf Courses
- 1.10) Mobility Maintenance, Materials and Surface Restoration, and Service Design**
- 1.11) Mobility Operations

People, Innovation & Collaboration Services (PICS)

- 2.1) Corporate Security and Safety**

Community Services

- 3.1) Aquatics and Fitness Centres; Leisure Centres Aquatics; Boat Patrol**
- 3.2) Arenas/ Athletic Parks, Leisure Centre Arenas and Soccer Centers**
- 3.3) Arts and Culture**
- 3.4) Calgary Zoo Animal Care**

3.5) Community Standards

3.6) Calgary Housing

Calgary Police Service (CPS)

4.1) CPS Support Section

4.2) CPS Facilities Section

4.3) CPS Fleet Section

Planning and Development Services

5.1) **Development, Business and Building Services**

4.16 Posting of Positions

The City shall have the sole right to make the decision as to whether vacant positions shall be posted. 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.

For monitoring purposes, HR shall provide The Union with a posting summary list on a weekly basis to the stipulated contact. The posting summary list shall include all current available postings and shall outline the type of position, the nature of the duties and the minimum qualifications required. It shall be incumbent on The Union to notify The City of any changes to the stipulated contact.

4.17 Staffing of Positions

When posting a position, first consideration shall be given to bargaining unit employees. All positions shall be filled in accordance with the principles of clause 4.18.

Where The City has advertised the position outside of 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.

4.18 Selections

In staffing positions, permanent employees shall receive first consideration, provided that the applicants have the necessary qualifications. Education, training, experience, and ability shall be considered and where these factors are judged by The City to be relatively equal seniority shall be the determining factor.

4.19 Appointments

The senior employee in the same **Work Unit** may be appointed to a regular position by The City, in accordance with the factors specified in clause 4.18, without posting.

4.20 Reversion

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 as per clause 4.13 Trial Period to revert to **their** former regular position. **The employee** shall be permitted to retain **their** seniority in that former position for a period not to exceed the six (6) month period specified in clause 4.13, from date of transfer or promotion. Any employee affected by such reversion shall also be returned to **their** former position.

When a permanent employee is transferred or promoted to a regular position outside the bargaining unit, **they** shall be permitted to or may be required to revert to **their** former regular position. **The employee** shall be permitted to retain **their** seniority in that former position for a period not to exceed six (6) months, from date of transfer or promotion. Any employee affected by such reversion shall also be returned to **their** former position.

4.21 Non-Permanent Employee - Transfer and Promotion

When a non-permanent employee is transferred or promoted to a regular position within the bargaining unit or in CUPE Local 709, **they** shall be permitted to, or may be required to, return to **their** former assignment. **The employee** shall be permitted to retain **their** seniority in that former assignment for a period not to exceed the period specified in clause 4.12, from the date of transfer or promotion. Any employee affected by such return shall also be returned to **their** former assignment.

4.22 Relief or Temporary Assignments

- A. When an employee accepts a relief/temporary assignment within their **Work Unit** or in CUPE Local 709, such employee shall retain all past and accruing seniority. Such employee may be required by The City to return, except for disciplinary reasons, to **their** former **Work Unit**, to **their** base position/the highest position previously worked based on qualifications.
- B. When a permanent employee accepts a temporary assignment outside **their Work Unit** and within **The Union**, such employee shall retain all past and accruing seniority for up to twelve (12) months. It is agreed that the employee shall return to **their** base position, or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in **their** base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.

- C. When a permanent employee accepts a temporary assignment outside **The Union** and **CUPE Local 709**, such employee shall retain all past and accruing seniority for up to twenty-four (24) months. It is agreed that the employee shall return to **their** base position, or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in **their** base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.
- D. **An employee who is serving a probationary period as set out in clause 4.12, or trial period as set out in clause 4.13, shall not be permitted to participate, or accept any relief/temporary assignment until their probationary/trial period has been concluded.**

The City shall notify The Union of employees who accept a relief or temporary assignment outside the **Work Unit** or bargaining unit.

4.23 'On the Job' Training

'On the Job' training does not include orientation, coaching or mentoring. All employees are expected to share their knowledge and experience as part of their day-to-day duties and will not be eligible for additional compensation. This clause does not pertain to those positions whose duties include a training component.

A. Trainees

The City shall maintain a system of 'on the job' training as determined by and subject to the needs of the **Work Units**. Employees shall have equal opportunity to apply for, and receive such training, in accordance with **Work Unit** seniority and posted requirements.

Employees who are being trained shall continue to receive the hourly pay rate of the assigned position on the working day prior to the commencement of this training, within the bargaining unit, for all hours in training.

B. Trainers

Training not performed by Training Officers may only be completed by employees certified as qualified trainers by the Work Unit and shall receive the Pay Grade three (3) rate of pay plus a one dollar (\$1.00) per hour premium when assigned by management to train others on an ad hoc basis.

'On the Job' training when assigned by management shall be defined, but not be limited to include:

- I. demonstrating the application of skills and technique to a trainee in the field;
- II. working through a list of tasks as defined in a training document;
- III. evaluating the general performance and pre-determined competencies of trainees; and
- IV. making recommendations on the trainee's ability to perform the work safely, effectively, and independently.

4.24 Notice of Layoff

Temporary employees who have been employed for more than three (3) continuous months shall receive seven (7) calendar days written notice of layoff or pay based on the **hours most worked** rate of pay, in lieu of notice.

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

4.25 Position Elimination and Layoff

- A. 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 clause 4.18, 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.

- B. The order of layoff shall be temporary employees first, probationary employees second and permanent employees third.

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 clause 4.18).

- C. Layoff of **temporary** employees shall be made on the basis of the least senior in the **Work Unit** shall be the first laid off, taking into account the required qualifications, to satisfactorily perform the work available in the **Work Unit (as per clause 4.18)**.

4.26 Recall Rights

- A. Employees laid off after completing an initial period of four (4) or more month's work in a continuous period of service in a **Work Unit** shall be recalled, by order of seniority, provided they have the required qualifications, as per clause 4.18, to perform the duties for the positions to be filled. Recall rights shall apply only in the **Work Units** 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.

- B. **Employees shall be recalled without promotion, by status then by order of seniority, provided they have the required qualifications, as per clause 4.18, to perform the duties for the positions to be filled. Recall rights shall apply only in the Work Units in which such work time was attained.**
- C. **An employee who is laid off but not recommended for recall for just cause reasons, shall be given written notification of the reasons and loss of recall rights. Copies of this notification shall be sent to HR and to The Union.**
- D. **It is agreed that in order to meet operational requirements, employees with special skills may be recalled prior to others more senior on the recall list.**
- E. **No new or previous employees shall be hired until those permanent and temporary employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the required qualifications, as per clause 4.18, to satisfactorily perform the work available in the Work Unit.**

4.27 Notice of Recall

Notice of recall prior to staffing shall be sent to the employee's **personal** email as per clause 1.13. 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.

Employees **previously identified as not having** an email address on file, shall be sent a hard copy notice of recall. All other employees shall be provided notice of recall electronically to the **personal** email address that has been provided to **HR**.

4.28 Recall for Employment of Short Duration

An employee recalled for employment of a short duration 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. The provisions of clause 4.29 shall be followed.

4.29 Permission to Rest Recall Rights for Definite Period

Upon making written application to **The City**, an employee may be granted permission to rest **their** recall rights for an agreed period, not to exceed twelve (12) months **from the date of their last layoff**. The application **shall** 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 to the next available position to be filled 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.

4.30 Lapse of Recall Rights

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

4.31 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 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.

4.32 Loss of Seniority

An employee shall lose seniority only in the event of:

- I. Discharge for just cause;
- II. Resignation;
- III. Absence from work for four (4) regularly scheduled consecutive working days without notifying The City unless such notice was not reasonably possible;
- IV. Layoff for a period of **twelve (12) months**;
- V. Decisions of a Grievance Arbitration Board; **and,**
- VI. The provisions of clauses 4.20, 4.21, and 4.27.

4.33 Separation of Temporary Employees

The City shall not separate temporary employees merely to break service.

4.34 Lists

The City shall maintain a seniority list showing permanent employees in regular/provisional positions and temporary employees by position hired.

Copies of seniority lists shall be sent to The Union in January and July of each year.

Copies of layoff and recall lists shall be forwarded to The Union, with layoff lists sent immediately after layoff.

5.00 HOURS OF WORK, RATES OF PAY, PAY PREMIUMS

5.01 Hours and Days of Work

The hours and days of work in this article 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 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this CBA, shall **either** be:

- **nine and one-half (9.5) hours per day, with consecutive days off, totalling thirty-eight (38) hours per week; or,**
- **twelve (12) hours per day, on a scheduled basis in which over six (6) weeks, shall average thirty-eight (38) hours per week, with consecutive days off.**

5.03 Standard Workday

The standard workday shall be any nine and one-half (9.5) hours work within the eleven (11) consecutive hours between 0700 and 1800 hours.

5.04 Non-Standard Hours of Work, Excluding Part-Time

Non-standard hours of work shall, on a scheduled basis over six (6) weeks or less thirty-eight (38) hours per week, with consecutive days off.

5.05 Rest Periods

- A. All full-time employees, **who work a shift less than ten (10) hours**, shall be **given a twenty (20) minute paid rest period**, in the first and second half of their shift.
- B. All full-time employees, **who work a ten (10) hour or twelve (12) hour shift**, shall be **given a thirty (30) minute paid rest period** in the first and second half of their shift, or **three (3) twenty (20) minute paid breaks** during their complete shift.
- C. All part-time employees, **who work a shift of four (4) hours but less than five (5)**, shall be **given a twenty (20) minute paid rest period, assigned by The City.**
- D. **All part-time employees, who work a shift of five (5) hours or more, shall be given a thirty (30) minute paid rest period, once every five (5) hours worked, assigned by The City.**

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

5.06 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, **employees shall by employee status, be assigned shifts based on preference by seniority and required qualifications to perform the required work.**

- A. **The Aquatics and & Fitness Centres; Leisure Centres Aquatics; Leisure Centre Arenas; Arenas/Athletic Parks; Soccer Centers and Arts and Culture employees shall by employee status be assigned shifts based on preference by seniority, within each facility, and required qualifications to perform the required work.**
- B. **The Operating Regions (Zone 1-9); Infrastructure; Integrated Pest Management, Urban Forestry; Water Management and Cemeteries employees shall, by employee status, be assigned shifts, based on preference by seniority within their assigned Operating Section, and required qualifications to perform the work.**

5.07 Work Schedule Discussions and Review, Excluding Part-Time

Schedules of work not previously established in the Work Unit shall be discussed with The Union, with the assistance of LR, prior to implementation. The intent of these discussions shall be to review the proposed schedules of work, the needs of the operation, and methods of maintaining a four (4) day work week, if applicable.

Review committees may be struck in order to seek the input and cooperation of the parties.

5.08 Working Schedule

The City shall notify employees of the days and times that their shifts start and end by posting notices where they can be seen by employees, or by any other reasonable method. Where work schedule information is to be communicated by methods other than posted notices, such method shall be made clear to all impacted employees.

5.09 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 at the employee's hourly pay rate of **their** assigned position 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.

5.10 Inability to Report

It shall be the responsibility of the employee to notify **their** Exempt Supervisor, or stipulated contact, no less than thirty (30) minutes prior to **their** start time where practicable, 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, shall notify **their** Exempt Supervisor, or stipulated contact, on the workday **prior** to the actual day of return.

Employees commencing shifts that start at or after 1200 hours shall be required to give no less than two (2) hours notice prior to their starting time.

5.11 Change in Work Sites

It shall be incumbent upon The City to provide return transportation to all employees' initial place of reporting.

5.12 Pay Procedure for Relieving in a Higher Pay Classification

An employee assigned to a position evaluated in a higher pay grade in the bargaining unit shall be paid at the **applicable** hourly rate of pay for the assigned positions.

5.13 Transportation

No employee shall be required to use **their** own vehicle to transport employees or equipment for The City.

5.14 Equipment and Truck Breakdowns

As a result of an equipment and/or vehicle breakdown during a shift, the operator/driver shall continue to receive the normal hourly pay rate provided the breakdown occurs after mid shift, even if reassigned

5.15 Inclement Weather

Unless otherwise advised, an employee shall report ready and available to work and shall be paid a minimum of two (2) hours at the straight time rate of pay or if working a twelve (12) hour shift shall be paid a minimum of two and one half (2.5) hours at the straight time rate of pay.

If an employee works more than two (2) hours in any day, and is then sent home because of inclement weather, **they** shall receive a minimum of four (4) hours' straight time pay or pay for the actual hours worked, whichever is greater.

After the first day of inclement weather, every practical effort shall be made to send employees home on the basis of reverse order of seniority and qualifications, in the Operating Section as defined in clause 5.17.

The work performed during inclement weather may not be the employee's regular job and shall be paid the hourly pay rate of the assigned job.

5.16 Overtime Entitlement

Call-outs, scheduled overtime, and extensions to scheduled standard hours of work, shall be defined as overtime.

Full-time employees shall receive overtime pay for those hours worked in excess of scheduled 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 specified in clause 5.02 shall receive overtime pay for hours worked in excess of their **scheduled average** thirty-eight (38) hours **work week**.

Part-time employees shall receive overtime pay for those hours worked in excess of **eight (8) hours in a day, or thirty-eight (38) hours in a week, which ever is greater.**

5.17 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. 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 employees and the amount of overtime hours worked by employee 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.

The Operating Sections for the purpose of this clause are as follows:

Operational Services

Waste and Recycling Services:

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

Water Services (Field Operations):

9. **Water Services – Customer and Business Support – Meters**
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. **Operational Services – Frontline Operational Support**

Wastewater Treatment:

16. Operations

17. Maintenance

18. Calgro

Wastewater Treatment:

19. Operations

20. Maintenance

Facility Management

21. Zone 1 – North West

22. Zone 2 – North East

23. Zone 3 – Center

24. Zone 4 – South West

25. Zone 5 – South East

Fleet and Inventory:

26. Warehousing and Inventory

27. Fleet Services – Fleet Maintenance (Manchester)

28. Fleet Services – Fleet Maintenance (Satellites)

29. Fleet Services – Fabrication and Welding (Manchester)

30. Fleet Services – Body Shop (Manchester)

31. Fleet Safety and Training

Parks and Open Spaces:

32. Water Management

33. Infrastructure – **by region:**

a. North & East

b. West

c. South

34. Integrated Pest Management

35. Urban Forestry – **by region:**

a. North

b. South

c. Nursery Planting

36. Zone 1

37. Zone 2

38. Zone 3

- 39. Zone 4
- 40. Zone 5
- 41. Zone 6
- 42. Zone 7
- 43. Zone 8
- 44. Zone 9
- 45. Cemeteries
- 46. Golf Courses

Mobility Maintenance, Materials and Surface Restoration, and Service Design

- 47. Central District - Maintenance, Depot 1
- 48. **Central District – Maintenance, Trouble Crews**
- 49. North West District - Maintenance, Depot 2
- 50. North West District - Maintenance, Depot 3
- 51. **North West District – District Paving Crew**
- 52. **North West District – Manhole Crew**
- 53. North East District - Maintenance, Depot 4
- 54. North East District - Maintenance, Depot 8
- 55. **North East District – Permits Crew**
- 56. South West District - Maintenance, Depot 5
- 57. South West District - Maintenance, Depot 6
- 58. South East District - Maintenance, Depot 7
- 59. South East District - Maintenance, Depot 9
- 56. Material Plants
- 57. Concrete
- 58. Paving
- 59. Bridge Maintenance
- 60. Business Services Shops

Mobility Operations

- 61. Traffic Operations
- 62. Traffic Sign Shop

People, Innovation & Collaboration Services (PICS)

- 63. **Corporate Security and Safety**

Community Services

- 64. Calgary Housing – Asset Management
- 65. Calgary Housing – Operations
- 66. Community Standards

Recreation

- 67. Aquatics and Fitness Centres, Leisure Centres **Aquatics**, and Boat Patrol
- 68. Arenas/Athletic Parks and Leisure Centre Arenas
- 69. **Soccer Centers**
- 70. **Arts and Culture**
- 71. Zoo Animal Care

Calgary Police Service (CPS)

- 72. **CPS Facilities Section**
- 73. **CPS Fleet Section**
- 74. **CPS Support Section**

Planning and Development **Services**

- 75. **Development, Business and Building Services**

5.18 Banked Overtime

Time off may be taken in lieu of overtime pay at the mutual convenience between the employee and The City. Such time off shall be granted based on double time (2X) the actual hours of overtime worked.

Time off shall be granted subject to the needs of the operations and based on the following:

- A. Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
- B. The number of hours in the overtime bank shall not exceed thirty-eight (38) overtime hours (i.e. seventy-six (76) straight time hours) in any calendar year;
- C. The hours most worked rate shall be determined by the job code worked most in the previous calendar year in which the overtime was earned **[year one (1)]**.
- D. Any overtime accumulated in the calendar year **[year one (1)]** must be scheduled and taken as time off prior to the end of the subsequent calendar year **[year two (2)]**. If requested to be paid out or taken as time off, shall be paid at the prevailing hours most worked rate of pay.
- E. If not taken as time off, or paid out in accordance with (D), The City shall pay out any remaining banked overtime, in Pay Period three (3) of the following year **[year three (3)]** at the previous year's hours most worked rate of pay.

For clarity year **one (1)** shall be the year overtime was accrued; year **two (2)** shall be the year after it was accrued, and year **three (3)** shall be the year banked overtime is paid out.

Those hours worked on statutory holidays as part of an employee's regularly scheduled hours of work cannot be banked under this provision.

5.19 Overtime During Layoffs

To the extent practicable and reasonable, no regular overtime in excess of two (2) hours per day shall be worked in the **Work Unit** while there are permanent employees on layoff for reason of lack of work, and who possess the required qualifications to perform the available work.

5.20 Calculation of Overtime Pay

Overtime shall be calculated on the basis of double time (2X) the employee's hourly pay rate of **their** assigned position. Double time (2X) shall also be paid for work on regular days off.

Work performed to the closest quarter (1/4) hour shall be the basis used in the calculation of overtime pay and all such overtime shall be recorded daily for pay purposes.

Overtime calculations shall be based on **the employee's** hourly pay rate and shall not include shift differential or any other premiums.

5.21 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 pay rate for each "call-out"

5.22 Shift Differential

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

On-call employees shall only receive pay according to the hourly pay rate of the work assigned.

5.23 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 prorated basis as follows:

Work performed up to and including:

2.25 hours:	¼ hours pay
4.75 hours:	½ hours pay

7.25 hours:	¾ hours pay
9.50 hours:	1.0 hours 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 will receive up to a maximum of two and one half (2.5) hours extra straight time pay.

5.24 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.

5.25 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 three (3) of the subsequent year.

If a permanent employee is absent on Sickness and Accident or Workers' Compensation 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 or WCB** in excess of one hundred and nineteen (119) calendar days shall accrue service for future service pay entitlement.

5.26 Uniform Allowance

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 straight time hours worked in the bargaining unit in the previous calendar year [pay period **one (1)** through pay period **twenty six (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.

5.27 Uniform Issue

The parties agree that uniforms shall be worn by employees who have received uniforms in those **Work Units** designated by The City.

5.28 Clothing Issue

Frequency and issues of clothing shall be restricted to the positions listed in Schedule D

5.29 Return of Uniforms and Keys

Uniforms shall be returned upon separation, or the cost of same shall be deducted from the employee's final pay, last issue only.

Keys shall also be returned upon separation, or the cost of rekeying shall be deducted from the employee's final pay. Prior to deducting the cost of re-keying, management shall inform the employee of the requirement to return said keys. In the event that the keys are not returned within three (3) calendar days of separation, deductions shall be made from the employee's final pay.

5.30 Apprentices

Apprentice type classes are as follows:

- | | |
|-----------------------------------|-------------------------|
| Apprentice (Heavy Duty Mechanic) | Apprentice (Machinist) |
| Apprentice (Automotive Mechanic) | Apprentice (Welder) |
| Apprentice (Plumber) | Apprentice (Millwright) |
| Apprentice (Boom Truck Operator) | Apprentice (Painter) |
| Apprentice (Parts Worker) | |

Dependent on successful progression through the **Apprenticeship** program, **Apprentices** shall be paid on a graduated scale with a differential between each period according to the following formula:

Four (4) period **Apprenticeship** programs:

- | | | |
|---------------|---|--------------------------------------|
| First period | - | 66% of the Journeyman 1 rate, step 3 |
| Second period | - | 73% of the Journeyman 1 rate, step 3 |
| Third period | - | 82% of the Journeyman 1 rate, step 3 |
| Fourth period | - | 92% of the Journeyman 1 rate, step 3 |

Three (3) period Apprenticeship programs:

- First period - 73% of the Journeyman 1 rate, step 3
- Second period - 82% of the Journeyman 1 rate, step 3
- Third period - 92% of the Journeyman 1 rate, step 3

One (1) period Apprenticeship program:

- First period - 92% of the Journeyman 1 rate, Step 3

In the event that the employee's current hourly rate of pay is greater than the applicable Apprenticeship hourly rate of pay, then the employee's rate of pay shall be maintained until such time as the Apprenticeship hourly rate of pay equals or exceeds the employee's current hourly rate of pay. At such time, the employee shall then receive the applicable apprenticeship hourly rate of pay. In no case shall the employee's current rate of pay be maintained if it exceeds the applicable maximum, Apprenticeship rate of pay.

Only one failure will be allowed per level. In addition, an Apprentice who wishes to withdraw from the Apprenticeship Program may do so on their own accord. Apprentices who have more than one failure per level or more than two failures during the total program or voluntarily withdraw from the program will be required to revert to their former position, notwithstanding the provisions of clause 4.20.

Upon successful completion of the Apprenticeship program, Journeymen shall be required to complete a return to work commitment, not to exceed the duration of time spent attending Provincial Apprenticeship Training. Failure to abide by the commitment shall result in the employee reimbursing The City the pro-rated cost of the Apprenticeship.

5.31 Pay During Apprenticeship

The City shall maintain the Apprentice's regular hourly pay rate while attending Provincial Apprenticeship Training.

5.32 Tools

The City shall maintain a system whereby tools shall be made available to employees at tender cost and payment shall be effected through payroll deduction. The conditions are:

- A. The system shall apply to the basic tool requirements as per the positions listed in H, I, J, K, L, and M.
- B. The system shall apply only to those employees who are entitled to a tool allowance.
- C. The City shall select:
 - the quality and make of tools;
 - the supplier and,
 - the system of supply.

Note: Tools must be of replacement guarantee quality. It is noted that equivalent tools may be substituted for brand names.

- D. The Purpose of this tool allowance is to maintain effectiveness of the Basic Tool Set. Tools now in possession of those in receipt of the tool allowance are subject to periodic inspection.
- E. LR shall maintain the tool lists and shall post them electronically with the CBA. A copy of the tool lists shall be made available at the applicable work sites. Any change to the tool lists shall be by agreement between The Union and LR.
- F. The purchase of tools under this system shall be for the exclusive use of replacing the employee's basic tool requirements only or to equip Apprentices working within The Union's jurisdiction.
- G. The City agrees to pay, based on a pro-ration of time worked in the bargaining unit, an annual amount in the preceding calendar year [pay period **one (1)** – pay period **twenty six (26)**] for tool allowance as per H, I, J, K, L, and M (where applicable), but will be adjusted to account for any periods of leave beyond thirty (30) days. Apprentices on an approved leave to attend Apprenticeship training are excluded from this prorating.
- H. Automotive Mechanics, Small Motor Mechanics and Related Apprentices:
- | | |
|--|-------|
| Annual Tool Allowance: | \$560 |
| Apprentice 3 rd & 4 th year: | \$532 |
| Apprentice 1 st & 2 nd year: | \$420 |
- I. Millwrights and Related Apprentices – Wastewater Treatment:
- | | |
|--|-------|
| Annual Tool Allowance: | \$305 |
| Apprentice 3 rd & 4 th year: | \$290 |
| Apprentice 1 st & 2 nd year: | \$229 |
- J. Millwrights and Related Apprentices – Water Treatment and Other Millwrights not covered by I:
- | | |
|--|-------|
| Annual Tool Allowance: | \$415 |
| Apprentice 3 rd & 4 th year: | \$394 |
| Apprentice 1 st & 2 nd year: | \$311 |
- K. Welders and Related Apprentices:
- | | |
|--|-------|
| Annual Tool Allowance: | \$325 |
| Apprentice 3 rd & 4 th year: | \$309 |
| Apprentice 1 st & 2 nd year: | \$244 |

L. Heavy Duty Mechanics and Related Apprentices:

Annual Tool Allowance: \$681

Apprentice 3rd & 4th year: \$647

Apprentice 1st & 2nd year: \$511

M. Machinists and Related Apprentices:

Annual Tool Allowance: \$326

Apprentice 3rd & 4th year: \$310

Apprentice 1st & 2nd year: \$245

6.00 LEAVES OF ABSENCE

6.01 General Leave of Absence

A permanent employee desiring a general leave of absence of any kind shall apply, in writing to the Exempt Supervisor, with a copy to The Union, at least two (2) months in advance of such leave. Applications are generally not granted during prime times as defined by the Business Units. The Exempt Supervisor shall grant or refuse the application. Should such application be refused, the employee shall have the right to appeal to the Director of the Business Unit through the Officers of The Union. The decision of the Director shall be final and shall be communicated to The Union Recording Secretary 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. Upon request by The Union, President(s) or Recording Secretary or Treasurer, or any combination thereof, engaged on a full-time basis by The Union, shall be granted an indefinite leave of absence for such Union duties. Such employees shall accumulate seniority but upon notice to return to active employment with The City, shall have the right to return to their former position and related position ranking(s). Employees in this category shall be eligible for all normal benefits under the jurisdiction of MEBAC and shall be subject to the provisions and/or conditions applicable to members of MEBAC. During such absences, employee(s) and/or Union(s) shall be responsible for payment of all premiums, both the employee's and City's share, pertinent to the benefits to which the employee is entitled. Any employees granted such leave for Union Office shall continue to be paid by The City and subsequently, The Union shall reimburse The City.

6.03 Union Business Leave of Absence

Any employee engaged in any Union activity or committee meeting shall have The Union request leave from the Exempt Supervisor, with as much notice as is feasible, indicating the approximate time off requested. An 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 committee meetings approved by The City, representation for the purpose of discipline, and up to five (5) representatives of The Union who are employees of The City who may attend the above noted committee meetings, or meetings to negotiate with The City during normal hours of work.

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 their Manager/Leader or **their** designate. Further, City policies also provide for leaves of absence to take training and employment related courses. However, any educational leave which requires a written contract drawn up 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 is called for jury selection and/or 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, excluding payment for travelling, meals or other expenses, for those days spent executing Court duties. 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 or being selected for jury selection and/or to serve as a juror in any court.

If the employee receives prior notification that they shall not be required to attend Court during the approved leave period, the employee shall immediately notify **their** Exempt Supervisor. The Exempt Supervisor may direct the employee to work **their** regularly scheduled shifts.

6.06 Time Off for Elections

Any employee who requests time off to vote in a Federal, Provincial and 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 Exempt Supervisor, at least **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 regulations passed by The City relative to City pension and group insurance contributions. The City may, on request, grant military leave to members of the Canadian Forces Primary Reserve.

6.08 Religious Leave of Absence

A request for religious observance leave of absence shall be submitted in writing to the Exempt Supervisor, with a copy to The Union, at least two (2) months in advance of such leave. Such request must be accompanied by documentation that both the request and the religion are bona fide.

6.09 Self-Funded Leave

Permanent employees may apply for a self-funded leave in accordance with The City's Leave of Absence Policy and the administration of such leave shall be in accordance with the Self-Funded Leave of Absence Plan.

Permanent employees off on a self-funded leave shall be entitled to accumulate seniority.

6.10 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 is practicable, such employee shall apply in writing for maternity leave, including advice to her Business Unit of the estimated delivery date 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 is deemed unfit to work by her 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 will 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.

6.11 Return From Maternity Leave

An employee wishing to resume her employment on the expiration of maternity leave shall give her 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.

6.12 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 6.10 and 6.11 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. The parents may be granted leave simultaneously, subject to operational needs, and the total adoption leave shall not exceed sixteen (16) weeks.

6.13 Parental Leave

Natural and adoptive 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 6.10 and 6.11.

6.14 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 shall only apply on an employee's regularly scheduled workday**

6.15 Compassionate Care Leave

An employee, who has at least ninety (90) days 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 Leave, the employees shall be entitled to accumulate service in accordance with the **CBA**.

6.16 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 will 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 Leave, the employees shall be entitled to accumulate service in accordance with the CBA.

6.17 Bereavement Leave

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 defined as the employee's:**
- current spouse, **adult interdependent partner or common-law partner;**
 - parent, step-parent, **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;**
 - grandparent-in-law or step grandparent-in-law;
 - brother-in-law, step brother-in-law or sister-in-law, step sister-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 losses and such requests shall not be unreasonably denied. Should an employee qualify 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

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 6.17, one (1) day's leave with pay shall be granted upon request for the purposes of mourning or to attend funeral services of a distant relative. **The City may request supporting documentation for such loss.**

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 division may be allowed to attend up to a maximum of one day, or to act as pallbearers for the funeral of a member of The Union who died on or off the job with pay.

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, 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 clauses 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 of absence 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 article.

6.22 Overstaying Leave of Absence

Where an employee overstays a leave of absence without permission the employee shall automatically forfeit **their** position with The City, unless in the opinion of the Exempt Supervisor who authorized the leave, such overstay was justifiable.

6.23 Loaning of Employees

An employee may be loaned to any other employer for the purpose of giving or receiving instructions in **their** particular line of work, if approved by the General Manager / Leader or **their** designate and shall continue to accrue seniority. During such loan period, the employee shall be required to pay the usual benefit premiums and any other levies which are proper to be made on the basis of average earnings over the period of the six (6) months immediately preceding the date of being loaned.

7.00 VACATION, STATUTORY HOLIDAY AND SERVICE ENTITLEMENTS

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 Rehiring Former Employees

When an employee leaves The City's service or is dismissed for cause and is later rehired, **their service shall commence** from the date of rehire.

7.03 Prorated Vacation Entitlement

In order to establish a **common** January 1 vacation **base date in accordance with clause 7.04**, employees shall be entitled to a prorated 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 7.05.

7.04 Common Vacation Base Date (VBD)

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

- A. **An employees 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. **An employee hired on-call shall have their VBD set as January 1 of the year of hire/rehire.**

An employee moving from on-call to either a temporary or permanent position after August 28, 2013, shall have their VBD reset to January 1 of the year they move to the temporary or permanent position.

- D. **Employees moving into The Union's jurisdiction, who do not have a January 1 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 subclauses A, B, or C 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 7.05.

7.05 Vacation Entitlement

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

A.

Anniversary or Calendar Years of Service	Vacation Entitlement	Entitlement in Hours
1 year	2 weeks	76
2 years	3 weeks	114
8 years	4 weeks	152
17 years	5 weeks	190
25 years	6 weeks	228
30 years	7 weeks	266

B. Vacation pay for one (1) week's vacation as defined above shall be based on thirty-eight (38) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal thirty-eight (38) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than thirty-eight (38) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

C. 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.

D. 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.

- E. A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.
- F. In accordance with clause 7.07, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.
- G. A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- H. It is understood vacation requests require pre-approval from the designated proper authority.

7.06 Banking of Vacations

Employees may bank vacation entitlement provided the minimum provincially legislated vacation time is taken during the current year.

Employees, upon being entitled to bank vacation entitlement, shall do so upon written request to a maximum of six (6) weeks, subject to the written approval of their Exempt Supervisor and the needs of the operation. Subject to the preceding conditions, an employee shall be entitled to bank vacation entitlement as follows:

<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 banked vacation, when taken, shall be paid at the prevailing rate for the pay grade most worked by the employee in the preceding calendar year [pay period **one (1)** through pay period **twenty six (26)**]. However, such banked vacation shall only be taken subject to the needs of the operation as determined by the applicable Exempt Supervisor.

7.07 Calculation of Vacation Pay

Vacation pay shall be based on the pay grade 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 to shift work shall receive a “per hour” shift differential payment, as per clause 5.22, in addition to regular pay while on vacation.

7.08 Vacation Pay

A. For temporary employees who are laid off and for all employees who are terminated; they shall be entitled to vacation pay as per the following pro-rata calculation:

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

B. On-call employees shall be entitled to vacation pay in accordance with the calculations outlined in subclause A. Such payments shall be processed no later than pay period three (3) (PP3) of the subsequent year in which it was earned.

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 one-half (1/2) day on the last scheduled working day preceding Christmas Day, Christmas Day, Boxing Day (shall be December 26th).

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 above-named Statutory Holidays, in which case the lieu Statutory Holidays only shall be recognized.

Statutory Holidays will 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 Holiday on a Regularly Scheduled Day of Work

- 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 designated **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 and **on-call** employees shall be five percent (5%) of regular wages earned during the four (4) weeks prior to the Statutory Holiday.
- 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 **Statutory** Holiday pay. **If the employee is called into work, they shall also receive double time (2X) for any hours worked.**
- B. **Temporary** part-time and **on-call** employee's normal day off, or on a normal day off during a vacation period, **they** shall receive five percent (5%) of regular wages earned in the four (4) weeks immediately preceding the Statutory Holiday.
- C. The employee has 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 will 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 will 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 of an employee on paid sick leave (S&A, WCB, LTD), they will receive a banked lieu day.

- C. For a period not to exceed twelve (12) months, where 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, 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.

NOV 17 2022

Signed this _____ day of _____, 2022.

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF CALGARY

SIGNED ON BEHALF OF THE CALGARY CIVIC EMPLOYEES LOCAL 37 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES


CITY MANAGER


PRESIDENT


CITY CLERK

Katarzyna Martin
City Clerk


RECORDING SECRETARY

APPROVED	
As to Content	
Human Resources	
As To Form & Solicitors	

SCHEDULE A: CLASSIFICATIONS

Non-Journeymen

Job Code	Job Title	Pay Band
30041	Custodial Worker (Arts Centre)	1
30339	Driver/Operator/Labourer 1 (Calgary Zoo)	1
30312	Driver/Operator/Labourer 1	1
30074	Equipment Operator (Plants)	1
30086	Equipment Operator TerraGator	1
30099	Garbage/Compost Operator	1
30105	Golf Course Worker 1	1
30104	Golf Course Worker 1 (Labourer)	1
30118	Ice Marshall	1
30122	Janitor	1
30319	Labourer Boulevard Crew	1
30125	Labourer Calgro	1
30132	Labourer Horticulture	1
30322	Labourer Operator 1	1
30136	Labourer Parks Amenities	1
30137	Labourer Parks Maintenance	1
30138	Labourer Parks Maintenance (Stationed)	1
30331	Labourer Snow Removal (Calgary Zoo)	1
30159	Mechanical Maintenance Worker 1 (Leisure)	1
30353	Mechanical Maintenance Worker 1 (CPS)	1
30170	Parks Worker 2 Pathways	1
30182	Plant Maintenance Helper	1
30333	Plant Operator Trainee (WTP)	1
30221	Septic Dump Station Attendant	1
30222	Septic Dump Station Floater	1
30238	Swamper to Equipment Operator Crane Truck (W&RS)	1
30252	Transfer Driver Blue Cart	1
30260	Truck Driver Crew	1
30263	Truck Driver Luger	1

30342	Truck Driver Parks	1
30269	Truck Driver Tandem (Parks)	1
30276	Truck Driver Weekend Water	1
30282	Utility Worker (WWTP)	1
30012	Anode Retrofit Fuser	2
30020	Automotive Service Worker	2
30332	Building Maintenance Worker 2 (PK)	2
30028	Building Maintenance Worker 2 (WWTP)	2
30350	Building Maintenance Worker (RC)	2
30328	Calgro Driver/Operator 1	2
30032	Cart Maintenance Worker	2
30131	Cemetery Worker	2
30033	Commissary Keeper	2
30038	Container Maintenance Worker	2
30313	Driver/Operator/Labourer 2	2
30048	Equipment Operator Asphalt / Concrete Saw (Water)	2
30054	Equipment Operator Bobcat (Calgary Parks)	2
30317	Equipment Operator Bobcat (Skid Steer)	2
30330	Equipment Operator Crane Truck (PK- Cemeteries)	2
30066	Equipment Operator Front End Loader Tractor	2
30351	Equipment Operator Labourer	2
30341	Equipment Operator Mowers	2
30080	Equipment Operator Roll Off	2
30088	Equipment Operator Toolcat 72" and Larger	2
30089	Equipment Operator Trackhoe (Recycle Center)	2
30320	Equipment Operator Trackless (Roads)	2
30098	Fuel Management Technician	2
30106	Golf Course Worker 3	2
30110	Grounds Operator	2
30111	Grounds Operator-Irrigation	2
30112	Groundskeeper	2
30120	Interior Plantscape Attendant	2

30361	Junior Operator DWD	2
30357	Junior Operator WWSWC	2
30126	Labourer Construction Services	2
30128	Labourer Field Services	2
30134	Labourer Landfill	2
30323	Labourer Operator 2	2
30135	Labourer Outdoor Custodian / Clean-to-the-Core	2
30142	Labourer Water System	2
30145	Landfill Scale Operator	2
30169	Parks Facility Attendant (Olympic Plaza)	2
30171	Parks Worker 2 Pathways	2
30173	Parks Worker Garbage Collection	2
30174	Parks Worker Integrated Pest Management	2
30175	Parks Worker Irrigation	2
30177	Parks Worker Urban Forestry	2
30183	Plant Maintenance Worker (WWTP)	2
30184	Plant Maintenance Worker 1 (WTP)	2
30185	Plant Maintenance Worker 2 (WTP)	2
30191	Plant Operator Junior	2
30334	Plant Operator Trainee (WWTP)	2
30209	Roadmarking Repair Worker	2
30225	Shelter Assistant	2
30228	Sign Manufacturer 1	2
30239	Swamper to Equipment Operator Crane Truck (Water)	2
30240	Swamper to Equipment Operator Loader	2
30244	Tending Worker / Top Worker	2
30246	Traffic Controller	2
30258	Truck Driver Barricade	2
30259	Truck Driver Chemical	2
30262	Truck Driver Leachate	2
30265	Truck Driver Move (Water)	2
30268	Truck Driver Single Axel	2

30271	Truck Driver Tandem (W&RS)	2
30272	Truck Driver Tandem (Water)	2
30274	Truck Driver Tractor Trailer (Calgro)	2
30356	Utility Worker	2
30281	Utility Worker (Recycling)	2
30285	Valve Survey Operator	2
30297	Video Operator Mainline Helper	2
30300	Water Facilities Operations Worker	2
30307	Zookeeper 1 (Labourer)	2
30016	Auto Service Worker 2	3
30021	Bird Sanctuary Attendant	3
30022	Boom Truck Operator Journey Person	3
30024	Building Maintenance Worker (CHC)	3
30025	Building Maintenance Worker (CPS)	3
30026	Building Maintenance Worker (Calgary Fire)	3
30027	Building Maintenance Worker (FM)	3
30029	Building Maintenance Worker 3 (WWTP)	3
30031	Building Repair Worker	3
30329	Calgro Driver/Operator 2	3
30037	Confined Entry Operator	3
30314	Driver/Operator/Labourer 3	3
30321	Equipment Coordinator Paving	3
30318	Equipment Operator Gradall (Roads)	3
30325	Equipment Operator 3	3
30050	Equipment Operator Backhoe (Cemeteries)	3
30053	Equipment Operator Backhoe (Water)	3
30056	Equipment Operator Boiler	3
30069	Equipment Operator Cleaning Machine	3
30061	Equipment Operator Crane Truck (W&RS)	3
30062	Equipment Operator Crane Truck and Bobcat	3
30067	Equipment Operator High Pressure	3
30071	Equipment Operator Hydrovac and Repair	3

30077	Equipment Operator Loader / Commercial Garbage Collector	3
30085	Equipment Operator Tapping Machine	3
30090	Equipment Operator Trackhoe (Water)	3
30091	Facility Attendant (Arenas)	3
30092	Facility Weekend Attendant	3
30094	Fitter Fabricator	3
30097	Fuel Management Specialist Senior	3
30109	Greenskeeper	3
30121	Inventory Storesworker	3
30324	Labourer Operator 3	3
30144	Lagoon Operator	3
30147	Lifeguard	3
30150	Storm Pond Operator	3
30151	Maintenance Worker Storm Infrastructure	3
30152	Maintenance Service Worker	3
30153	Maintenance Worker Low Pressure / Flushing Truck	3
30155	Mechanical Maintenance Worker (CHC)	3
30156	Mechanical Maintenance Worker (CPS)	3
30160	Mechanical Maintenance Worker (RC)	3
30158	Mechanical Maintenance Worker (WTP)	3
30163	Meter Service Worker	3
30340	Parks Crew Lead	3
30336	Parks Maintenance Operations Worker	3
30172	Parks Worker Amenities	3
30176	Parks Worker Irrigation Lead Hand	3
30186	Plant Operator 1 (WTP)	3
30187	Plant Operator 1 (WWTP)	3
30188	Plant Operator 2	3
30190	Plant Operator Intermediate	3
30198	Pump Operator (Lift Stations)	3
30337	Recycle Centre Operator	3
30206	Repairman Hydrant	3

30210	Repairman Support Services	3
30211	Repairman Support Services Lead Hand	3
30215	Residential Collection Driver	3
30216	Safety Patrol Boat Operator	3
30355	Senior Zookeeper	3
30223	Service Designate / Repairman Equipment	3
30224	Service Support Set-Up Serviceman	3
30226	Shop Worker	3
30229	Sign Manufacturer 2 (Stores)	3
30234	Storeskeeper	3
30235	Storeskeeper (40)	3
30236	Storesworker	3
30237	Storesworker (40)	3
30243	Swim Instructor	3
30348	Trenchless Point Repair Operator/Chem. Foam Applicator	3
30254	Trouble Worker Wastewater	3
30257	Truck Driver Aerial	3
30278	Utility Worker	3
30279	Utility Worker / Valve Shop Worker	3
30280	Utility Worker (Landfill)	3
30283	Utility Worker Lead Hand (WWTP)	3
30286	Vehicle & Equipment Monitor	3
30292	Vehicle & Equipment Trainer Assistant	3
30296	Video Operator Mainline	3
30298	Video Operator Service Camera	3
30308	Zookeeper 2	3
30023	Building Maintenance Lead Hand	4
30036	Confined Entry Lead Hand	4
30315	Driver/Operator/Labourer 4	4
30364	Equine Training Facility Coordinator	4
30093	Facility Attendant Senior (Arenas)	4
30100	Gardener (Golf Courses)	4

30102	Gardener Permanent (Calgary Parks)	4
30103	Gardener Seasonal Maintenance (Calgary Parks)	4
30362	Intermediate Operator DWD	4
30358	Intermediate Operator WWSWC	4
30123	Janitorial Services Supervisor	4
30146	Leak Locator	4
30161	Mechanical Maintenance Worker (FM)	4
30162	Mechanical Maintenance Worker Lead Hand (Leisure)	4
30366	Mechanical Maintenance Worker (Leisure)	4
30349	Plant Operator Boiler (WWTP)	4
30202	Repair Worker Bridges	4
30217	Safety Patrol Boat Operator Senior	4
30219	Senior Attendant (Aquatics)	4
30227	Shop Worker Lead Hand	4
30230	Sign Manufacturer 2 (Technical)	4
30231	Sign Manufacturer Lead Hand	4
30233	Small Motor Mechanic	4
30277	Utility Locator	4
30284	Valve Crew Leader	4
30287	Vehicle & Equipment Trainer (Arenas)	4
30288	Vehicle & Equipment Trainer (Golf Courses)	4
30289	Vehicle & Equipment Trainer (Calgary Parks)	4
30290	Vehicle & Equipment Trainer (Roads)	4
30291	Vehicle & Equipment Trainer (W&RS)	4
30295	Vehicle, Equipment and Field Trainer	4
30309	Zookeeper 3	4
30310	Zookeeper Lead Hand	4
30311	Zookeeper Ranch	4
30189	Plant Operator 3	5
30194	Plant Operator Senior	5
30363	Senior Operator DWD	5
30360	Senior Operator WWSWC	5

Journeyman

Job Code	Job Title	Pay Band
30168	Painter Journey Person	3
30178	Parts Technician	3
30114	Heavy Equipment Technician 1 (Field)	4
30115	Heavy Equipment Technician 1 (Shop)	4
30117	Heavy Equipment Technician 2 (Shop)	4
30148	Machinist Journey Person 1	4
30149	Machinist Journey Person 2	4
30180	Parts Technician 2	4
30195	Plumber Journey Person (CHC)	4
30196	Plumber Journey Person (CPS)	4
30197	Plumber Journey Person (WWTP)	4
30301	Welder Journey Person 1 (Field)	4
30302	Welder Journey Person 1 (Shop)	4
30303	Welder Journey Person 1 Pressure (Field)	4
30304	Welder Journey Person 1 Pressure (Shop)	4
30305	Welder Journey Person 2 (Operations)	4
30116	Heavy Equipment Technician 2 (Satellites)	5
30164	Millwright Journey Person (WTP)	5
30165	Millwright Journey Person (WTP) (40)	5
30166	Millwright Journey Person (WWTP)	5
30365	Automotive Service Technician (40)	4
30345	Automotive Service Technician (CPS)	4
30344	Journey Person Refrigeration Mechanic	4
30167	Millwright Journey Person (WWTP)(40)	5

SCHEDULE B: RATES OF PAY

Effective January 4, 2021 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
1	\$27.83	\$29.27	\$30.82
2	\$30.72	\$32.34	\$34.04
3	\$32.41	\$34.11	\$35.90
4	\$35.48	\$37.34	\$39.32
5	\$38.86	\$40.90	\$43.07

Effective December 20, 2021 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
1	\$28.25	\$29.71	\$31.28
2	\$31.18	\$32.83	\$34.55
3	\$32.90	\$34.62	\$36.44
4	\$36.01	\$37.90	\$39.91
5	\$39.44	\$41.51	\$43.72

Effective December 19, 2022 (2.0%)

Pay Grade	Step 1	Step 2	Step 3
1	\$28.82	\$30.30	\$31.91
2	\$31.80	\$33.49	\$35.24
3	\$33.56	\$35.31	\$37.17
4	\$36.73	\$38.66	\$40.71
5	\$40.23	\$42.34	\$44.59

SCHEDULE B: RATES OF PAY - TRADES - JOURNEYMAN

Effective January 4, 2021 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
2	\$37.60	\$39.57	\$41.64
3	\$39.64	\$41.73	\$43.93
4	\$41.72	\$43.92	\$46.22
5	\$43.83	\$46.11	\$48.54

Effective December 20, 2021 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
2	\$38.16	\$40.16	\$42.26
3	\$40.23	\$42.36	\$44.59
4	\$42.35	\$44.58	\$46.91
5	\$44.49	\$46.80	\$49.27

Effective December 19, 2022 (2.0%)

Pay Grade	Step 1	Step 2	Step 3
2	\$38.92	\$40.96	\$43.11
3	\$41.03	\$43.21	\$45.48
4	\$43.20	\$45.47	\$47.85
5	\$45.38	\$47.74	\$50.26

SCHEDULE B: RATES OF PAY - TRADES - APPRENTICES

Effective January 4, 2021 (1.5%)

Pay Grade	1	2	3	4	5
4 Year Apprenticeships					
Period 1 Rates		\$27.48	\$28.99	\$30.51	\$32.03
Period 2 Rates		\$30.40	\$32.06	\$33.74	\$35.43
Period 3 Rates		\$34.14	\$36.02	\$37.90	\$39.80
Period 4 Rates		\$38.31	\$40.42	\$42.52	\$44.66
3 Year Apprenticeships					
Period 1 Rates		\$30.40	\$32.06	\$33.74	\$35.43
Period 2 Rates		\$34.14	\$36.02	\$37.90	\$39.80
Period 3 Rates		\$38.31	\$40.42	\$42.52	\$44.66
1 Year Apprenticeships					
Period 1 Rates	\$28.35	\$31.32	\$33.03	\$36.17	\$39.62

Effective December 20, 2021 (1.5%)

Pay Grade	1	2	3	4	5
4 Year Apprenticeships					
Period 1 Rates		\$27.89	\$29.42	\$30.96	\$32.52
Period 2 Rates		\$30.85	\$32.55	\$34.24	\$35.97
Period 3 Rates		\$34.65	\$36.56	\$38.47	\$40.40
Period 4 Rates		\$38.88	\$41.02	\$43.16	\$45.33
3 Year Apprenticeships					
Period 1 Rates		\$30.85	\$32.55	\$34.24	\$35.97
Period 2 Rates		\$34.65	\$36.56	\$38.47	\$40.40
Period 3 Rates		\$38.88	\$41.02	\$43.16	\$45.33
1 Year Apprenticeships					
Period 1 Rates	\$28.78	\$31.79	\$33.52	\$36.72	\$40.22

Effective December 19, 2022 (2.0%)

Pay Grade	1	2	3	4	5
4 Year Apprenticeships					
Period 1 Rates		\$28.45	\$30.01	\$31.58	\$33.17
Period 2 Rates		\$31.47	\$33.20	\$34.93	\$36.69
Period 3 Rates		\$35.35	\$37.29	\$39.24	\$41.21
Period 4 Rates		\$39.66	\$41.84	\$44.02	\$46.24
3 Year Apprenticeships					
Period 1 Rates		\$31.47	\$33.20	\$34.93	\$36.69
Period 2 Rates		\$35.35	\$37.29	\$39.24	\$41.21
Period 3 Rates		\$39.66	\$41.84	\$44.02	\$46.24
1 Year Apprenticeships					
Period 1 Rates	\$29.36	\$32.42	\$34.20	\$37.45	\$41.02

PAY NOTES:

1. An employee hired subsequent to date of ratification, shall be paid at the Step **one (1)** hourly pay rate for the assigned position.
2. Hourly pay rate step increases shall occur following the accumulation of each one thousand-nine-hundred-seventy six (1976) straight time hours of work within **The Union** or CUPE Local 709 for a dual tracking of hours for the purpose of step increases. Hours spent on WCB, S&A, and LTD are not included in these totals.
3. If reporting pay is paid or part shifts worked, complete shift credits shall be added toward the accumulation of these hours.
4. For those employees who work a forty (40) hour work week, hourly pay rate step increases will occur following the accumulation of each two-thousand-eighty (2080) straight time hours of work. Hours spent on WCB, S&A, and LTD are not included in these totals.
5. An employee who does return for a second and subsequent seasons of employment shall be credited with previous time worked in that accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule.
6. An employee who does not return for a second and subsequent seasons of employment shall not be credited with previous time worked in that accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule.
7. An employee who resigns and is subsequently rehired the following season shall not be credited with any previous time worked in the accumulation of straight time hours for the purpose of advancing to the next step in the wage progression schedule, except for employees who are also students returning to school. Returning students are required to provide supporting documentation upon rehire, confirming attendance at school during the layoff period.
8. Journeyman Boom Truck Operators shall be compensated at Pay Grade **three (3)**, Non-Journeyman Schedule B – Rates of Pay.
9. Where an **Apprentice's** rate exceeds the Step **one (1)** rate of pay for a journeyman in the same position, all existing journeyman in that position who are at Step **one (1)** will have their pay rate adjusted to Step **two (2)**. In such situations, a new hire journeyman in that same position will be placed at Step **two (2)**.

SCHEDULE C: ROADS DRIVER/OPERATOR/LABOURER TASK/EQUIPMENT LIST

Note: Any changes to the tasks and equipment listed below are subject to review by Compensation Services which may include a position review as per clause 1.10.

<u>Driver/Operator/Labourer 1</u>		
<ul style="list-style-type: none"> • Truck Driver 2-4 Tonne • General Labouring • Yard Worker • Gravely (incl. attachments) 	<ul style="list-style-type: none"> • Hydraulic Post Pounder • Power Broom • Pressure Washer • Backpack Blower 	<ul style="list-style-type: none"> • Emulsion Truck Operator • Weedeater
<u>Driver/Operator/Labourer 2</u>		
<ul style="list-style-type: none"> • District Loader • Trackless • Bobcat (incl. attachments) • Curbster/Haul All • District Roller • John Deere • Kubota (incl. attachments) • Sander 2- 4 Tonne • Open Box Tandem 	<ul style="list-style-type: none"> • Form Truck – Trailer • Formsetter Trainee • Grade Worker • Grout Worker • Jackhammer Operator • Concrete Mixer • Concrete Finisher Trainee • Manhole Setter 	<ul style="list-style-type: none"> • Plants Loader • Repairman Brickwork • Repairman Downtown Assets • Asphalt Rake Worker • 4 Tonne Sidewinder • Tarkettle • Tool Worker • Asphalt/Concrete Saw • Scale Operator • Dispatch/Asphalt Plant
<u>Driver/Operator/Labourer 3</u>		
<ul style="list-style-type: none"> • Anti-Ice/Drip/Hotbox/Flush • Asphalt/Crusher Plant Operator • Brick Layer • Concrete Finisher • EO Abrasive Blaster • Equipment Operator Backhoe • Equipment Coordinator • Equipment Coordinator Paving • Finish Lane Grader Lead Hand • Form Truck Trailer Lead Hand 	<ul style="list-style-type: none"> • Formsetter • Gradall Operator / Gradall Operator Lead Hand • Hydrovac • Oil Distributor • Paver Operator • Paver Operator Backend • Paving Roller (all) • Repair Worker Fencing • Repair Worker Repair Shop • Repair Worker Tool Room 	<ul style="list-style-type: none"> • Rockslinger • Sanders Belly/Front • SNIC Grader • Snowblower • Sweeper • Sweeper Serviceman • Tandem (incl. attachments) • Tool Worker Concrete • Tractor – Trailer • Traileze 53 ft Move & 40 ft Move • Zipper Operator
<u>Driver/Operator/Labourer 4</u>		
<ul style="list-style-type: none"> • Asphalt Plant Lead Hand • Crusher Plant Lead Hand 	<ul style="list-style-type: none"> • Finisher Lead Hand • Formsetter Lead Hand 	<ul style="list-style-type: none"> • Repair Worker Repair Shop Lead Hand • Sweeper Service Worker Lead Hand

SCHEDULE D: CLOTHING

The employee shall be responsible for the reasonable care and cleaning of clothing issued under this Schedule. Replacement of clothing items shall be at the discretion of The City, dependent on wear and usage, and upon presentation of former issue for replacement. Employees shall bear the cost of replacement where a former issue cannot be presented. All items of clothing shall be returned upon termination, or the employee shall be deducted the cost of same (last issue only).

NOTE:

- A. All employees required by The City to perform outdoor work in wet weather shall be provided with "rain wear" (RW) as required.
- B. All employees working in wet conditions shall be provided with "rubber boots" (RB), or if due to health restrictions, "rubber overshoes," (RO) as required.
- C. Employees assigned to work with tarketles (Tarkettle Operators, Hot Box Operators) Oil Distributors, and Asphalt Rake **Worker** shall have "work boots" (WB) provided by The City to a maximum of three (3) pair per year.
- D. All permanent full-time employees required to wear safety footwear shall be entitled to a safety footwear allowance to purchase CSA approved safety footwear in the amount of seventy-five dollars (\$75.00) every year. These payments will be processed no later than Pay Period **four (4)** (PP04) in the subsequent year.

All temporary employees including Seasonal employees who have obtained recall rights and are required to wear safety footwear shall be entitled to a safety footwear allowance to purchase CSA approved safety footwear in the amount of twenty-five dollars (\$25.00) every year. These payments will be processed no later than **Pay Period four (4)** PP04 in the subsequent year. Where an employee returns to work after recall, after **Pay Period four (4)** PP04, the payment will be processed on the first available Pay Period following recall.

- E. Employees assigned to work in higher positions shall only receive issues of clothing not referenced in previously worked positions.
- F. Where this Schedule provides for "appropriate gloves" (AG), this shall be defined as: leather (roper, unlined) and rubber (gauntlet type)
- G. Where this Schedule provides for coveralls (C), employees may request to replace same with bib and brace overalls, subject to Occupational Health and Safety Regulations regarding protective wear.
- H. All employees required by The City to perform outdoor work in cold weather shall be provided with "Hard Hat Liner" (HHL) or "Balaclava" (HHB), and winter line **worker** gloves (LGG).

Abbreviations

A	Apron	RO	Rubber Overshoes
C	Coveralls	WB	Work Boots
AG	Appropriate Gloves	SL	Slicker
LG	Leather Gloves	RW	Rainwear
RG	Rubber Gloves	LA	Leather Apron
CG	Cotton Gloves	RA	Rubber Apron
WG	Welding Gloves	PS	Protective Suit
WM	Welding Mitts	WP	Winter Parka
MW	Mitts, Winter	DC	Disposable Coveralls
M	Mitts	NJ	Nylon Jacket
ML	Mitt Liners	LJ	Leather Jacket
SM	Smock	LP	Leather Pants
B	Bibs	LGG	Line Worker Gloves
RB	Rubber Boots	HHB	Balaclava
HHL	Hard Hat Liner		

JOB CODE	DESCRIPTION	ISSUE
30012	Anode Retrofit Fuser	C, AG
30000	Apprentice (Automotive Service Technician)	Tied to Journey Person
30001	Apprentice (Heavy Equipment Technician)	Tied to Journey Person
30002	Apprentice (Machinist)	Tied to Journey Person
30003	Apprentice (Millwright)	Tied to Journey Person
30005	Apprentice (Painter)	Tied to Journey Person
30006	Apprentice (Parts Technician)	Tied to Journey Person
30007	Apprentice (Plumber)	Tied to Journey Person
30008	Apprentice (Welder)	Tied to Journey Person
30308	Apprentice (Zoo Keeper)	Tied to Zoo Keeper
30365	Automotive Service Tech (40)	C, LG, CG
30345	Automotive Service Tech (CPS)	AG, NJ, WP
30016	Auto Service Worker 2	C, AG, Rack WP
30022	Boom Truck Operator Journey Person	C, LG, HHL
30023	Building Maintenance Lead Hand	C, LG
30350	Building Maintenance Worker	C, AG
30026	Building Maintenance Worker 1	RG
30028	Building Maintenance Worker 2	C, AG
30029	Building Maintenance Worker 3	C, AG

JOB CODE	DESCRIPTION	ISSUE
30031	Building Repair Worker	C, AG, Rack WP
30328	Calgro Driver/Operator 1	C, AG, RB
30329	Calgro Driver/Operator 2	C, AG, RB
30032	Cart Maintenance Worker	C, AG, RB, RW
30033	Commissary Keeper	C, AG
30036	Confined Entry Lead Hand	C, RG, LG, RB, HHB, RW
30038	Container Maintenance Worker	C, AG, RB, RW
30041	Custodial Worker (Arts Centre)	RG
30339	Driver/Operator/Labourer 1	AG
30312	Driver/Operator/Labourer 1	C, AG
30313	Driver/Operator/Labourer 2	C, AG
30314	Driver/Operator/Labourer 3	C, AG
30315	Driver/Operator/Labourer 4	C, AG
30364	Equine Training Facility Coordinator (CPS)	AG, WB, WP
30321	Equipment Coordinator Paving	C, AG, ML, RO, HHL, RW, HHB
30074	Equipment Operator (Plants)	C, LG
30325	Equipment Operator 3	C, AG
30047	Equipment Operator Asphalt / Concrete Saw (Roads)	C, LG
30048	Equipment Operator Asphalt / Concrete Saw (Water)	C, LG
30050	Equipment Operator Backhoe (Cemeteries)	C, LG
30051	Equipment Operator Backhoe (Parks)	C, LG
30053	Equipment Operator Backhoe (Water)	C, LG
30054	Equipment Operator Bobcat (Parks)	C, LG
30056	Equipment Operator Boiler	C, AG, RB, HHB, RW
30330	Equipment Operator Crane Truck (PK-Cemeteries)	C, LG
30060	Equipment Operator Crane Truck (TFO)	C, LG
30062	Equipment Operator Crane Truck and Bobcat	C, LG
30066	Equipment Operator Front End Loader Tractor	C, LG
30083	Equipment Operator Grader - SNIC	C, LG

JOB CODE	DESCRIPTION	ISSUE
30318	Equipment Operator Gradall (Roads)	C, AG, B, HHL, RW, HHB
30069	Equipment Operator Hydraulic Cable Cleaning Machine	C, AG, RW, RB
30071	Equipment Operator Hydrovac and Repair	C, AG
30351	Equipment Operator Labourer	C, AG
30077	Equipment Operator Loader (Commercial Garbage Truck)	C, LG, MW, RW, RB, ML
30341	Equipment Operator Mowers	C, AG
30080	Equipment Operator Roll-Off	C, LG, MW, RW, RB, ML
30085	Equipment Operator Tapping Machine	C, AG
30086	Equipment Operator TerraGator	C, LG
30090	Equipment Operator Trackhoe	C, LG
30093	Facility Attendant Senior (Arenas)	LG, Rack C
30091	Facility Attendant-Arenas	LG, Rack C, RO
30092	Facility Weekend Attendant	C, AG
30094	Fitter Fabricator	C, LG, WP
30099	Garbage / Compost Operator	C, AG, MW, RW, RB, ML
30100	Gardener (Golf Courses)	C, AG, LGG
30102	Gardener (Parks)	C, AG
30103	Gardener Seasonal Maintenance (Parks)	C, AG
30104	Golf Course Worker 1 (Labourer)	C, LG
30109	Greenskeeper	C, AG
30111	Grounds Operator Irrigation	C, AG
30112	Groundskeeper	C, LG
30114	Heavy Equipment Technician 1 (Field)	C, LG, CG
30115	Heavy Equipment Technician 1 (Shop)	C, LG, CG
30116	Heavy Equipment Technician 2 (Field)	C, LG, CG
30117	Heavy Equipment Technician 2 (Shop)	C, LG, CG
30118	Ice Marshall	LG, NJ
30120	Interior Plantscape Attendant	RG
30121	Inventory Storesworker	C, AG, WP, Rack WP
30122	Janitor	RG

JOB CODE	DESCRIPTION	ISSUE
30125	Labourer Calgro	C, AG
30316	Labourer Carpentry Shop	C, AG
30126	Labourer Construction Services	C, AG
30128	Labourer Field Services	C, AG
30105	Golf Course Worker 1	C, LG
30106	Golf Course Worker 3	C, LG
30132	Labourer Horticulture	C, AG
30134	Labourer Landfill	C, AG, MW, RW, RB, ML
30322	Labourer Operator 1	C, AG
30323	Labourer Operator 2	C, AG
30324	Labourer Operator 3	C, AG
30135	Labourer Outdoor Custodian / Clean-to-the-Core	C, AG, RW, MW, ML
30136	Labourer Parks Amenities	C, AG
30137	Labourer Parks Maintenance	C, LG
30138	Labourer Parks Maintenance (Stationed)	C, LG
30142	Labourer Water System	C, AG, RB, HHB, RW
30144	Lagoon Operator	C, AG
30146	Leak Locator	C, AG, RB, HHB, RW
30148	Machinist Journeyman 1	SM, LGG
30149	Machinist Journeyman 2	SM, LGG
30150	Storm Pond Operator	C, AG
30151	Maintenance Worker Storm Infrasture	C, AG
30336	Mechanical and Pond Maintenance Worker (PK)	C, AG
30161	Mechanical Maintenance Worker 3	C, AG
30162	Mechanical Maintenance Worker Lead Hand (Leisure Centres)	C, LG
30156	Mechanical Mtnce Worker (CPS)	C, AG
30353	Mechanical Mtnce Worker 1 (CPS)	AG, WP
30163	Meter Technician	C, AG
30166	Millwright Journey Person (WWTP)	C, LGG
30167	Millwright Journey Person (WWTP) (40)	C, LGG

JOB CODE	DESCRIPTION	ISSUE
30168	Painter Journey Person 1	C
30340	Parks Crew Lead	C, AG
30178	Parts Technician	C or SM, LG
30180	Parts Technician 2	C or SM, LG
30182	Plant Maintenance Helper	C, AG
30183	Plant Maintenance Worker (WWTP)	C, AG
30184	Plant Maintenance Worker 1 (WTP)	C, AG
30185	Plant Maintenance Worker 2 (WTP)	C, AG
30186	Plant Operator 1	C, AG
30187	Plant Operator 1 (40)	C, AG
30188	Plant Operator 2	C, AG
30189	Plant Operator 3	C, AG
30190	Plant Operator Intermediate	C, AG
30191	Plant Operator Junior	C, AG
30194	Plant Operator Senior	C, AG
30334	Plant Operator Trainee (WWTP)	C, AG
30195	Plumber Journey Person (CHC)	C, AG, WP
30196	Plumber Journey Person (CPS)	C, AG, RB, Rack WP
30197	Plumber Journey Person (WWTP)	C, AG, RB, Rack WP
30198	Pump Operator (Lift Stations)	C, AG, Waders, RB, RW
30337	Recycle Centre Operator	C, LG
30344	Refrigeration Mechanic	C, AG
30202	Repair Worker Bridges	C, AG
30209	Repair Worker Roadmarking	C, AG
30210	Repair Worker Support Services	C, AG
30211	Repair Worker Support Services Lead Hand	C, AG
30216	Safety Patrol Boat Operator	LG
30217	Safety Patrol Boat Operator Senior	LG
30355	Senior Zookeeper	AG
30221	Septic Dump Station Attendant	C, AG
30222	Septic Dump Station Floater	C, AG

JOB CODE	DESCRIPTION	ISSUE
30223	Service Designate / Repair Worker Equipment	C, AG
30224	Service Support Set-Up Service Worker	C, AG, Rack WP
30226	Shop Worker	C, AG
30227	Shop Worker Lead Hand	C, AG
30228	Sign Manufacturer	AG, SM or A
30231	Sign Manufacturer Lead Hand	AG, SM or A
30233	Small Motor Mechanic	C, LG, CG, WP, RB
30235	Storeskeeper (40)	C, AG, WP, Rack WP
30236	Storeworker	C, AG, WP, Rack WP
30238	Swamper to Equipment Operator Crane Truck (W&R)	C, AG, RB, RW
30239	Swamper to Equipment Operator Crane Truck (Water)	C, AG
30240	Swamper to Equipment Operator Loader	C, AG, MW, RW, RB, ML
30246	Traffic Controller	C, AG, RW, RB, MW, ML
30252	Transfer Driver Blue Cart	C, AG
30257	Truck Driver Aerial	C, LG
30258	Truck Driver Barricade	C, AG
30259	Truck Driver Chemical	C, AG
30262	Truck Driver Leachate	C, AG
30263	Truck Driver Lugger	C, AG, RW, RB
30265	Truck Driver Move (Water Services)	C, AG
30342	Truck Driver Parks	C, AG
30268	Truck Driver Single Axel	C, AG
30257	Truck Driver Tandem (Parks)	C, AG
30271	Truck Driver Tandem (W&RS)	C, AG
30272	Truck Driver Tandem (Water)	C, AG
30274	Truck Driver Tractor Trailer (Calgro)	C, AG
30277	Utility Locator	C, AG, RB, HHB, RW
30278	Utility Worker	C, LG, HHB, RW
30279	Utility Worker / Valve Shop Worker	C, LG, HHB, RW
30280	Utility Worker (Landfill)	C, LG

JOB CODE	DESCRIPTION	ISSUE
30282	Utility Worker (WWTP)	C, AG
30283	Utility Worker Lead Hand (WWTP)	C, AG
30281	Utility Worker (Recycling)	C, AG, RB, RW
30285	Valve Survey Operator	C, AG, RB, HHB, RW
30290	Vehicle & Equipment Trainer (Roads)	C, AG, RW, RO
30286	Vehicle and Equipment Monitor	C, AG
30291	Vehicle and Equipment Trainer (W&RS)	C, HHL, RW
30295	Vehicle and Equipment Trainer (Water)	C, HHL, RW
30296	Video Operator Mainline	C, RG, LG, RB, HHB, RW
30297	Video Operator Mainline Helper	C, RG, LG, RB, HHB, RW
30298	Video Operator Service Camera	C, RG, LG, RB, HHB, RW
30301	Welder Journey Person 1 (Field)	C, WM, WP, RB, Rack LA, LJ, LP
30302	Welder Journey Person 1 (Shop)	C, Rack LA, LJ, LP, WM or WG
30303	Welder Journey Person 1 Pressure (Field)	C, WM, WP, RB, Rack LA, LJ, LP
30304	Welder Journey Person 1 Pressure (Shop)	C, WM, Rack LA, LJ, LP
30305	Welder Journey Person 2 (Operations)	C, Rack LA, LJ, LP, WM or WG
30307	Zookeeper 1 (Labourer)	C, AG
30309	Zookeeper 3	C, AG
30310	Zookeeper Lead Hand	C, RG
30311	Zookeeper Ranch	C, AG

SCHEDULE E: 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 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

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 subclauses 4.02, 4.03 and Section 5 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. (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 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 in accordance with subclause 1.04. If there are more than four (4) dependent children, the total sum of up to eighty percent (80%) shall be paid 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 Section 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:

- A. a severe, total disability is one which renders an employee incapable of regularly of pursuing any substantially gainful occupation, and

B. 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, 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 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%) or more 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 employee or their legal designate.**

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: LEAVES OF ABSENCE - MEDICAL REASONS

Temporary (seasonal) employees requiring a leave of absence without pay for medical reasons shall apply, in writing, to the Exempt Supervisor, with a copy to The Union. In granting the leave of absence for medical reasons, the Exempt Supervisor shall contact **HR** to certify the validity for the leave.

The circumstances in which a leave of absence for medical reasons shall occur are as follows:

1. Where a temporary (seasonal) employee has not finished serving the waiting period and is not yet eligible for Short Term S&A and LTD benefits:
 - a) yet ceases to be actively employed due to an illness or a non-work related injury and continues to be medically unable to return to work; or
 - b) yet ceases to be actively employed due to a work related injury, is in receipt of Workers' Compensation Total Temporary Disability (TTD) benefits (paid directly to the employee) and continues to be medically unable to return to work.

In a) and b) above, the employee shall apply for and be granted a leave of absence for medical reasons until such time as they are fit to return to work or they are laid off from work. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the **MEBAC**.

2. Temporary (seasonal) employees - with less than three hundred and sixty-five (365) continuous days of service:
 - a) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related injury or a work related injury, is in receipt of S&A benefits and is laid off on or before the one hundred and fifth (105th) day of benefits.

The employee will continue to receive S&A benefits to the earlier of the date they are deemed fit to return to work or to the maximum of one hundred and five (105) calendar days. No leave of absence for medical reasons is required in this instance.

- b) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related or a work related injury, is in receipt of S&A benefits and is laid off after one hundred and five (105) days of S&A benefits but prior to one hundred and nineteen (119) days:

The employee shall apply for and be granted a leave of absence for medical reasons to bridge the period of time from the one hundred and sixth (106th) day to the date of layoff. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the **MEBAC**.

- c) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related injury or a work related injury, has exhausted S&A benefits (one hundred and nineteen (119) days) and continues to be medically unable to return to work:

The employee shall apply for and be granted a leave of absence for medical reasons to cover the elimination period prior to LTD benefits, or from the one hundred and twentieth (120th) day to the date LTD benefits become payable, or to the date the employee is deemed fit to return to work or the date of layoff, whichever first occurs. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the **MEBAC**.

In a), b) and c) above, the elimination period is the one hundred and five (105) calendar days following the expiration of the S&A benefit period. Temporary (seasonal) employees with less than three hundred and sixty-five (365) days of continuous service are required to serve an elimination period before LTD benefits become payable.

This letter shall form part of and continue for the term of this **CBA**.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



President

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: MARKET AFFECTED POSITIONS AND 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 authorize the placement of new hires on a step of their pay grade which is competitive with the market place. A current employee shall not be paid less than the market adjusted step paid to a new hire. When a current employee's step is adjusted upward for this reason, any hours accumulated toward their next step pay increase shall be applied to subsequent movement to that step. All employees whose step is adjusted in this manner shall be notified of their adjusted step placement.

In the event that all steps of the evaluated pay rates must be increased to resolve retention or recruiting difficulties, The City may establish "Out of Schedule" pay rates above the stipulated pay rates outlined in the **CBA**. All employees in positions which are adjusted because of the market will be moved on a "step to step" basis to the "Out of Schedule" hourly pay rate. Increments in the "Out of Schedule" pay rates will be earned in accordance with the pay notes currently outlined in **The Union CBA** affecting the evaluated pay rates. 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 will 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** on a "step to step" basis.

The Union will be notified of any market-affected positions.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



President

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: STUDENT WORK PROGRAM

This letter confirms the understanding between The City and **The Union** with respect to the Student Work Program. Both parties recognize the importance and value of high school students who are interested in the trades and may choose to pursue a career with The City in the future. The purpose of this program is to allow high school students an opportunity to work with City tradespersons. It is noted that the only terms and conditions of employment applicable to these students are the ones included in this Letter of Understanding (**LOU**).

- Students must be a minimum of fifteen (15) years of age in order to participate in this program;
- These students shall be **remunerated at the minimum wage rate as set out in the Employment Standards Code Regulations**;
- The hours of work shall be considered on an individual basis and keeping in mind operational requirements, but in no case shall a student work in excess of thirty-eight (38) hours per week;
- It is understood that students shall not be eligible for overtime;
- Careers The Next Generation through the Calgary Board of Education or the Calgary Catholic Separate School District shall send a list of qualified applicants to The City Informal interviews shall be conducted by the area with potential applicants. It is understood that the selection criteria as defined by clause 4.18 (Selections) shall not apply;
- The term of the work assignment shall coincide with the school semester or summer term. Should a student wish to be rehired as part of this program, they shall be required to undergo the selection process again;
- The student shall report directly to an exempt supervisor, though day to day duties and responsibilities shall be assigned by the applicable Journeyman;
- Rest periods shall consist of a twenty minute break in the first and second half of their shift;
- The student who occupies a position within the program shall be considered a temporary employee and shall be required to pay union dues in kind during the term of their employment;
- It is understood and agreed that students shall not obtain recall rights as part of this program;

- Upon completion of the work term, notice of termination shall be in accordance with Alberta Employment Standards Act;
- It is acknowledged that students shall not be eligible for MEBAC benefits or to participate in LAPP;
- Students under this program shall not be considered internal City employees if they apply on open competitions and shall not be eligible to apply on internal only competitions;
- Representation rights shall be limited to the first two steps of the grievance procedure. The second step decision shall be final and binding.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



President

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

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.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #5

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

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 under article 4.00, 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 clause 4.25, they shall be eligible for a severance package option following the expiration of their recall rights, in accordance with clause 4.30, as follows:

- 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 regularly scheduled hours of work, 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.


Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #6

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: CITY OF CALGARY VEHICLES FOR STANDBY DUTY

This letter confirms the understanding between The City and **The Union** concerning the use of a City of Calgary vehicle within the Facility Management **Work Unit**, directed to be on Standby. The premiums associated with standby shall be governed by clause 5.24 the **CBA**.

The Union employees who are directed by management to be on standby shall be required to bring home a City of Calgary of Vehicle. It is understood that employees shall adhere to all terms and conditions contained in this letter. Where conflict or differences exist between the provisions of this Letter and the provisions of the **CBA**, the specific provisions of this letter shall prevail with the aforementioned employees.

Terms and Conditions

Employees working in the Facility Management **Work Unit** shall be required annually to complete and sign an X0233 (24-hour special purpose vehicle sign-off form). It shall be the employee's responsibility to ensure this form has been submitted.

1. Standby Provisions

An employee directed to be on standby must be personally available and accessible to the operations during off hours.

It is understood that should an employee be required to physically report to a worksite for a call-out while on standby, the provisions of clause 5.21 (Call-Outs) shall apply.

2. Administrative Requirements

Vehicle logs, X195 (24 Hour/Special Purpose Vehicle Log) and X505 (Operator's Vehicle Trip Inspection Report) must be maintained as required by existing policies and procedures.

3. Use of City Vehicle

The expectation is that when directed to be on standby, employees are to bring The City vehicle immediately home at the end of their last scheduled shift.

Employees will ensure that vehicle and equipment use shall be in accordance with all City policies and procedures. Personal use of a City of Calgary vehicle shall not be permitted.

4. Safe Storage and Protection of City Equipment

The preferred method for protecting The City vehicle is to store the vehicle inside a garage or secure underground parking. Optional methods for storing The City vehicle are off-street parking in a private yard, separate parking stall, or carport. Additionally, on-street parking is acceptable provided the vehicle is in plain view from the employee's home. A plug-in for the vehicle will be required by weather conditions or technical requirements. Access to a plug-in must meet existing City of Calgary bylaws.

If an employee is unable to park their City vehicle at home, vehicle parking may also be issued at City owned or leased facilities.

5. Compensation for Parking

Reimbursement for sheltering a City owned fleet vehicle and associated equipment [see schedule "A") will be in the form of a pay period remittance at one of 3 levels as recorded through the X0233 24-hour special purpose vehicle sign-off form and confirmed by Facilities Management. It is understood and agreed that compensation shall only apply when an employee is on standby and is required to bring a City of Calgary vehicle home.

Compensation received by the employee for the above will be considered a taxable benefit by the Canada Revenue Agency and identified as such on T4s.

Compensation Schedule "A"

- Unsecured parking stall with electrical available - \$20.00/pay period
- Secured outdoor parking stall with electrical available - \$35.00/pay period
- Secured and indoor parking stall with electrical available - \$70.00/pay period

This Letter of Understanding may be terminated by The City with thirty (30) days written notice.


Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #7
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: CPS MOTORCYCLE MECHANIC APPRENTICESHIP PROGRAM – FLEET SECTION

General

This letter confirms the understanding between The and **The Union** with respect to the Motorcycle Mechanic Apprenticeship Program.

The parties recognize the current business need for a licensed motorcycle mechanic(s) at CPS, however, the volume of work does not support a dedicated resource.

This program shall provide an opportunity for current permanent Journeyman Automotive Service Technicians within the CPS Fleet Section **Work Unit** to complete their Motorcycle Mechanic Trade Certificate.

Management shall determine which apprenticeship program a participating employee(s) will attend.

Selection and Participation

As the need arises, management shall notify all qualified employees within the **Work Unit** about the Motorcycle Mechanic Apprenticeship Program opportunity, copied to **The Union**. Such notification shall outline the program requirements. In selecting a participant(s), management shall consider the applicant's seniority and any active discipline on file.

A participating employee(s) shall be expected to challenge year one (1) and year two (2) of the program by exam and agree to complete the remaining program within two (2) years.

During the term of this **CBA**, the following clauses shall be substituted for the respective numbered clause in the **CBA**:

5.30 Apprentices

The participating employee(s) current hourly rate of pay shall be maintained during their participation in the Motorcycle Mechanic Apprenticeship Program.

One (1) failure shall be allowed per level. A participating employee who wishes to withdraw from the Motorcycle Mechanic Apprenticeship Program may do so on their own accord.

Participating employees who have more than one (1) failure per level or more than two (2) failures during the program shall be removed from the program.

Upon successful completion of the program, removal from the program, or withdrawal from the program, participating employees shall be required to complete a return to work commitment, not to exceed the duration of time spent attending Provincial Apprenticeship Training. Failure to abide by the work commitment shall result in the employee reimbursing The City the pro-rated cost of the Apprenticeship.

5.31 Pay During Apprenticeship

The City shall maintain the participating employee's regular hourly rate of pay and standard hours of work while attending Provincial Apprenticeship Training.

Rates of Pay

Journeyman who are successful in completing the Motorcycle Mechanic Apprenticeship Program, shall be dual ticketed and shall continue to be compensated as a Journeyman Automotive Service Technician

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #8

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: USE OF PERSONAL VEHICLE AND/OR TRANSPORTATION OF EQUIPMENT

This letter confirms the understanding between The City and **The Union** concerning the change in worksites and the transportation of equipment and/or the use of personal vehicles in the following **Work Units**:

- Aquatics and Fitness Centres; Leisure Centres Aquatics; Boat Patrol
- Arenas/Athletic Parks, Leisure Centre Arenas and **Soccer Centre**
- **Arts and Culture**

Custodial Workers, Senior Attendants and Senior Facility Attendants directed by management to use their personal vehicle to travel between worksites during their scheduled shift and/or to transport equipment shall:

- Adhere to all terms and conditions as outlined under the Local Travel/ Car Allowance Administration Guide;
- Complete a Car Allowance Application Form (X96); and
- Complete and maintain a Car Allowance Log Book as required (X168).

It is understood and agreed that this Letter of Understanding (**LOU**) shall supersede clause 5.11 (Change in Work Sites) and clause 5.13 (Transportation).

This LOU may be terminated by the City with ninety days (90) days written notice to The Union.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #9

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK AND REST PERIODS FOR THE CALGARY ZOO

This Letter of Understanding (**LOU**) applies to employees working at The Calgary Zoo in the Zoo Animal Care **Work Unit**.

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this **CBA**, shall be eight (8) hours per day, five (5) consecutive days per calendar week, to a total of forty (40) hours per week, with consecutive days off.

5.03 Standard Workday

The standard workday shall be any eight (8) hours work within the eleven (11) consecutive hours between 0600 and 1800 hours.

5.05 Rest Periods

All full-time employees **working Standard Hours of Work** as per clause 5.02, shall be permitted one forty (40) minute rest period per shift.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this **LOU**.

7.05 Vacation Entitlement

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

(A)

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

(C) 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 banks, including the vacation accrual earned in the first year of the leave.

(D) **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.**

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

(F) **In accordance with clause 7.07, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**

(G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.

(H) It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to clauses 5.02, 5.03, **5.05**, 5.16 and 7.05, all other provisions of the **CBA** shall apply.

This LOU may be terminated by the City with ninety days (90) days written notice to The Union.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #10

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: SUPPLY MANAGEMENT SERVICES INTEGRATION AGREEMENT

It is agreed that either The City or **The Union** may deem it advisable or necessary to amend the original Supply Management Services Integration Agreement. These amendments will be addressed through a negotiated process which includes Local 583 of the Amalgamated Transit Union.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY
PUBLIC EMPLOYEES



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF



President

LETTER OF UNDERSTANDING #11

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

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 709 of the Canadian Union of Public Employees.

Signed this 17 day of November, 2022.

**FOR THE CORPORATION OF
THE CITY OF CALGARY**

**FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES**



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #12

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR PARTS TECHNICIANS IN WAREHOUSING AND INVENTORY AND MECHANICAL STAFF IN WATER TREATMENT

This Letter of Understanding (**LOU**) applies to **mechanical staff** working in the Water Treatment **Work Unit** and **parts technicians** working in the **Warehousing and Inventory Work Unit**.

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this **CBA**, shall be ten (10) hours per day, four (4) consecutive days per calendar week, **for** a total of forty (40) hours per week, with consecutive days off.

5.03 Standard Workday

The standard **workday** shall be any ten (10) hours work within the eleven (11) consecutive hours between 0700 and 1800 hours.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this **LOU**.

7.05 Vacation Entitlement

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

(A)

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

(C) **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.

(D) **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.**

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

(F) **In accordance with clause 7.07, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**

- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to clauses 5.02, 5.03, 5.16 and 7.05, all other provisions of the CBA shall apply.

This LOU may be terminated by the City with ninety days (90) days written notice to The Union. Notwithstanding, any hours of work supported by the Supply Integration Agreement shall remain in effect.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #13

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR TRADES AND TRADE SUPPORT IN FLEET SERVICES

This Letter of Understanding (LOU) applies to trades and trade support staff working in the Fleet Services Work Unit.

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this CBA, shall either be:

- ten (10) hours per day, four (4) consecutive days per calendar week, for a total of forty (40) hours per week, with consecutive days off; or,
- a schedule with consecutive days off averaging forty (40) hours per week over two (2) weeks, in which the first week is comprised of three (3) twelve (12) hour per day shifts, and the second week is comprised of three (3) twelve (12) hour per day shifts and one (1) eight (8) hour shift.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this LOU.

7.05 Vacation Entitlement

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

A.

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

C. 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.

D. 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.

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

F. In accordance with clause 7.07, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.

- G. A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- H. It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to clauses 5.02, 5.16 and 7.05, all other provisions of the CBA shall apply.

This LOU may be terminated by the City with ninety days (90) days written notice to The Union. Notwithstanding, any hours of work supported by the Fleet Services Integration Agreement shall remain in effect.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #14

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: TRAINING OFFICERS IN THE FLEET SERVICES WORK UNIT

This Letter of Understanding (LOU) confirms the agreement between The City and The Union with regard to hours of work and staffing for Training Officers in the Fleet Services Work Unit. This letter shall take effect on a future date to be communicated by The City.

General

The parties recognize the fluctuating volume of work arising from seasonal and other operational requirements for Training Officers in the Fleet Services Work Unit. As a result, it is acknowledged that an expedited cross Work Unit temporary assignment process shall be utilized to increase the volume of Training Officers.

Additionally, it is recognized that not all Training Officers, both Regular and those on Temporary Assignment, shall be qualified and capable of performing training on all equipment.

The parties agree to substitute this Letter for the respective numbered clauses in the CBA for Training Officers in the Fleet Services Work Unit for the duration of this CBA.

4.22 Relief or Temporary Assignments

- A. When an employee accepts a relief/temporary assignment within their Work Unit or in CUPE Local 709, such employee shall retain all past and accruing seniority. Such employee may be required by The City to return, except for disciplinary reasons, to their former Work Unit, to the base position/the highest position previously worked based on qualifications.**
- B. When a permanent employee accepts a temporary assignment outside their Work Unit and within The Union, such employee shall retain all past and accruing seniority for up to twelve (12) months. It is agreed that the employee shall return to their base position, or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in their base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.**

- C. When a permanent employee accepts a temporary assignment outside The Union and CUPE Local 709, such employee shall retain all past and accruing seniority for up to twenty-four (24) months. It is agreed that the employee shall return to their base position, or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in their base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.**
- D. An employee who is serving a probationary period as set out in clause 4.12, or trial period as set out in clause 4.13, shall not be permitted to participate or accept any relief/temporary assignment until their probationary/trial period has been concluded.**
- E. The City shall notify The Union of employees who accept a relief or temporary assignment outside the Work Unit or bargaining unit.**
- F. Employees seeking a temporary assignment as a Training Officer within the Fleet Services Work Unit shall be selected in accordance with the principles set out in clause 4.18 and shall be placed on the eligibility list.**

Once successfully selected for the eligibility list, an employee shall be ranked based on the posting closing date. In the event that the posting closing date is equal, employees shall be rank ordered by employee ID number in descending order.

Such employees shall not be subject to clauses 4.16 Posting of Positions, 4.17 Staffing of Positions and 4.18 Selections for successive temporary assignments as a Training Officer.

Such temporary assignments shall be administered in accordance with the following:

- i. Management reserves the right to determine when a temporary assignment is required.**
- ii. Other than for reasons arising from a protected ground, qualified eligible employees shall not be permitted to decline a temporary assignment once on the eligibility list.**
- iii. An eligible employee assigned a temporary assignment shall be required to complete the assignment(s) prior to returning to their base position.**
- iv. Employees shall be removed from the eligibility list in the following circumstances:**
 - The eligible employee chose or was required to leave Training and Compliance prior to the end of their temporary assignment;**

- Refusal to accept a temporary assignment; and,
 - The eligible employee accepts a regular Training Officer position and/or another regular position outside the jurisdiction and has exhausted their reversion rights.
- v. Eligible employees shall be provided notice in accordance with clause 5.09, prior to the commencement of each temporary assignment and prior to their return to their base position.
- vi. Temporary Assignments shall be assigned to the top ranked eligible employee on the established Training Officer Eligibility List, to perform required training.

When management determines a need for specialized Work Unit specific training, employees on the established Training Officer Eligibility List, who have a base position in the applicable Work Unit, shall be assigned in rank order to facilitate such training.

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this CBA, shall be ten (10) hours per day, four (4) consecutive days per calendar week, for a total of forty (40) hours per week, with consecutive days off.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this LOU.

5.06 Schedules of Work

Permanent Training Officers shall have their shifts firmly established. Where management has determined employees are equally qualified to perform the work, preference shall be by seniority within the Operating Section.

Schedules of work for employees on temporary assignment shall be assigned by management based on the required qualifications to perform the work within the Operating Section.

7.05 Vacation Entitlement

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

A.

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

C. 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.

D. 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.

E. Permanent employees laid off who retain recall rights, shall have their Vacation Base Date preserved and their annual vacation entitlement pro-rated for period(s) of layoff.

F. In accordance with clause 7.07, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.

- G. A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- H. It is understood vacation requests require pre-approval from the designated proper authority.

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 the CBA.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #15

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR VEHICLE AND EQUIPMENT TRAINERS IN MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION, AND SERVICE DESIGN

This Letter of Understanding applies to employees working as Vehicle and Equipment Trainers in the Mobility Maintenance, Materials and Surface Restoration and Service Design Work Unit.

The parties agree to substitute the following clauses for the respective numbered clauses in the CBA:

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this Agreement, shall be ten (10) hours per day, four (4) consecutive days per calendar week, for a total of forty (40) hours per week, with consecutive days off.

5.03 Standard Workday

The standard workday shall be any ten (10) hours work within the eleven (11) consecutive hours between 0700 and 1800 hours.

5.06 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this Letter of Understanding.

7.05 Vacation Entitlement

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

(A)

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.**

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

(C) **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.

(D) **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.**

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

(F) **In accordance with clause 7.08, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**

(G) **A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.**

(H) It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to clauses 5.02, 5.03, 5.06 and 7.05, all other provisions of the Collective Agreement shall apply.

On a future date to be established and communicated by the City, the Vehicle and Equipment (V&E) Trainer positions in the Mobility Maintenance, Materials and Surface Restoration and Service Design Work Unit shall be eliminated, in accordance with the City's SAVE Program regarding duplication and fragmented services, centralizing the V&E Training and Safety function under the purview of Fleet Services.

On that date, this Letter of Understanding shall automatically become null and void and the impacted employees shall be reverted to the standard thirty-eight (38) hour schedule outlined in clause 5.02.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #16

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION, AND SERVICE DESIGN WORK UNIT STAFFING

It is understood and agreed that all employees within the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit shall be assigned to one of the following Operational Areas:

- Maintenance (including permits, bridges, and shops)
- Concrete
- Paving
- Material Plants

A. Maintenance

- i. Employees not assigned to one of the other Operational Areas, in accordance with the provisions outlined in subclauses B, C and D below, shall default to being part of the Maintenance Operational Area.
- ii. On a semi-annual basis, employees assigned to the Maintenance Operational Area, shall participate in the shift selection process in accordance with clause 5.06 of the CBA.
- iii. On the Job Training shall be administered in accordance with clause 4.23 of the CBA, with the exception of subclause A, which shall be substituted with the following:

Employees assigned to the Operational Area shall access training in accordance with the following:

- a) With the exception of training within the DOL 1, and DOL 2 positions and Sander training which cannot be declined, employees assigned to a shift shall be offered training opportunities in order of Work Unit seniority by shift, within the location they've been assigned. For the purposes of this Letter, location shall mean depot, permits, shops and bridges. Such training shall be conducted in order of seniority wherever practicable.

With the exception of Loader training, once an employee's hours most worked rate of pay reaches the next highest pay grade, management shall endeavour to only schedule them for training on tasks within that DOL level or higher.

- b) In the event that an insufficient number of employees elect to be trained, management reserves the right to train employees in reverse order of seniority by shift within the location they've been assigned.**
- c) Once seasonal shift assignments have been communicated, management reserves the right to train for the next seasonal rotation.**

B. Concrete

- i. The Concrete Operational Area shall designate a specific number of assignments as business critical. Such assignments shall be staffed for a three (3) year term, either year-round or for three (3) successive summer seasonal assignments. Remaining work assignments shall be staffed on a seasonal basis.**
- ii. Business critical assignments shall be staffed by Work Unit seniority, coincident with the applicable semi-annual seasonal shift selection process.**
- iii. In making their selections, employees shall be provided with the initial shifts available for both year-round and summer seasonal business-critical assignments, however such shifts may be subject to change based on operational needs.**

Employees occupying year-round business critical assignments, shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with clause 5.06, while working in the Concrete Operational Area.

Employees occupying summer seasonal business critical assignments, shall only be subject to the semi-annual shift selection process for their SNIC assignments. Their shifts shall otherwise be assigned by management in accordance with clause 5.06, while working in the Concrete Operational Area.

- iv. On the Job Training shall be administered in accordance with clause 4.23 of the CBA, with the exception of subclause A, which shall be substituted with the following:**

Employees assigned to the Concrete Operational Area shall access training in accordance with the following:

- a) With the exception of training within the DOL 1, and DOL 2 positions which cannot be declined, employees shall be offered training opportunities in order of Work Unit seniority, excluding Gradall training which shall be addressed in subclause c below. Such training shall be conducted in order of seniority wherever practicable.**
- b) Once an employee's hours most worked rate of pay reaches the next**

highest pay grade, management shall endeavour to only schedule them for training on tasks within that DOL level or higher. In cases where all employees meet the above threshold and training for lower pay grade tasks are required, employees shall be trained in reverse order of seniority.

- c) Employees shall have equal opportunity to apply for and receive Gradall training in accordance with Work Unit seniority and posted requirements.

In the event that an insufficient number of employees elect to be trained, management reserves the right to train employees in reverse order of seniority.

- d) Once seasonal shift assignments have been communicated, management reserves the right to train for the next seasonal rotation.

C. Paving

- i. The Paving Operational Area shall designate a specific number of assignments as business critical. Such assignments shall be staffed for a three (3) year term, either year-round or for three (3) successive summer seasonal assignments.

Remaining work assignments shall be staffed on a seasonal basis.

- ii. Business critical assignments shall be staffed by Work Unit seniority, coincident with the applicable semi-annual seasonal shift selection process.
- iii. In making their selections, employees shall be provided with the initial shifts available for both year-round and summer seasonal business-critical assignments, however such shifts may be subject to change based on operational needs.

Employees occupying year-round business critical assignments, shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with clause 5.06, while working in the Paving Operational Area.

Employees occupying summer seasonal business critical assignments, shall only be subject to the semi-annual shift selection process for their SNIC assignments. Their shifts shall otherwise be assigned by management in accordance with clause 5.06, while working in the Paving Operational Area.

- iv. On the Job Training shall be administered in accordance with clause 4.23 of the CBA, with the exception of subclause A, which shall be substituted with the following:

Employees assigned to the Paving Operational Area shall access training in accordance with the following:

- a) With the exception of training within the DOL 1, and DOL 2 positions which cannot be declined, employees assigned to a shift shall be offered training opportunities in order of Work Unit seniority by shift. Such training shall be conducted in order of seniority wherever practicable.**
- b) Once an employee's hours most worked rate of pay reaches the next highest pay grade, management shall endeavour to only schedule them for training on tasks within that DOL level or higher. In cases where all employees on a shift meet the above threshold and training for lower pay grade tasks are required, employees shall be trained in reverse order of seniority.**
- c) Once seasonal shift assignments have been communicated, management reserves the right to train for the next seasonal rotation.**

D. Material Plants

- i. Employees shall be assigned to the Material Plants Operating Section for a three (3) year term.**

Such assignments shall be staffed by Work Unit seniority, coincident with the applicable semi-annual seasonal shift selection process.

- ii. In making their selections, employees shall be provided with the initial shifts available for in the Material Plants Operational Area, however such shifts may be subject to change based on operational needs.**

Once assigned to the Material Plants Operational Area, employees shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with clause 5.06, while working in the Operational Area.

- iii. On the Job Training shall be administered in accordance with clause 4.23 of the CBA, with the exception of subclause A, which shall be substituted with the following:**

iv.

Employees assigned to the Material Plants Operational Area shall access training in accordance with the following:

- a) Employees shall be provided training in order of Work Unit seniority by shift, within the location they've been assigned. Employees assigned to Material Plants shall be required to accept all training outlined by management.**

Placement and Movement Between Operational Areas

Operational Area assignment for Concrete, Paving and Material Plants shall be done coincident with the seasonal shift assignment process and shall repeat every three (3) years, or as required.

In the event that staffing numbers decrease for assignments deemed business-critical to Paving and Concrete or for any positions in Material Plants, management reserves the right to assign necessary staff over on a temporary basis to address operational needs, until staffing levels can be addressed at the next semi-annual shift selection process.

Movement between such Operational Areas occurring outside of the three (3) year timeframe outlined above, may be necessary to address issues arising from a protected ground. Any other movement shall be subject to management approval based on operational needs.

Except for the amendments to the terms outlined herein, all other provisions of the CBA shall apply. Where conflict exists between this Letter of Understanding (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.


Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #17

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: MOBILITY OVERTIME AND MAJOR EVENT CALL-OUT

This LOU confirms the agreement between The City and The Union concerning call-out provisions for those occupying DOL labour pool positions within the Mobility Maintenance Division of the Mobility Maintenance, Materials and Surface Restoration and Service Design Work Unit, and call-out for major events across the Mobility Business Unit.

A. Maintenance Division Call-out

Call-out shall be made to employees with the least number of overtime hours, who have the qualifications to perform the work in the following Operating Sections, in accordance with clause 5.17:

- Central District - Maintenance, Depot 1
 - **Central District – Maintenance, Trouble Crews**
 - North West District - Maintenance, Depot 2
 - North West District - Maintenance, Depot 3
 - **North West District – District Paving Crew**
 - **North West District – Manhole Crew**
 - North East District - Maintenance, Depot 4
 - North East District - Maintenance, Depot 8
 - **North East District – Permits Crew**
 - South West District - Maintenance, Depot 5
 - South West District - Maintenance, Depot 6
 - South East District - Maintenance, Depot 7
 - South East District - Maintenance, Depot 9
- i. **If call-out has been exhausted in the Trouble Crews, District Paving Crew, the Manhole Crew or the Permits Crew, callout shall then be extended to the Depot in which the applicable Crew resides.**
 - ii. If call-out **within** the Depot has been exhausted, call-out shall be extended to the other Depots within the **District**, where one exists.

iii. If call-out within the District has been exhausted, call-out shall be extended Division wide.

B. Major Events Call-out

When the Manager of Maintenance Mobility determines that operational demands exceed regular staffing capacity as outlined in subsection A above, due to a Major Event, call-out shall be extended to employees assigned to the following Operating Sections in the Mobility Business Unit in the following descending order:

- Permits Crew
- District Paving Crew
- Manhole Crew
- Bridge Maintenance
- Business Services Shops
- Concrete
- Paving
- Material Plants
- Traffic Operations

Work assignments shall first be allocated to qualified employees working their regular shift.

Employees shall only be eligible for call-out if the overtime opportunity does not infringe on the required hours and days of rest as outlined in the Alberta Employment Standards Code.

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

The City may terminate this Letter of Understanding with ninety (90) calendar days written notice.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #18

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: CALGARY PARKING AUTHORITY SENIORITY

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

- A. On December 19, 2022, a new Work Unit titled CPA shall be established as part of clause 4.14 Work Units.**
- B. On December 19, 2022, the incumbent's CPA service will be recognized as their CUPE Local 37 Work Unit seniority, and they shall be placed in the CPA Work Unit.**

If a City employee moved to the CPA without a break in service; the incumbent's total City service and CPA service will be recognized as their CUPE Local 37 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 4.14.**
- D. 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, as per clause 4.13 of the CBA.**

Following full integration, all future impacts to Work Unit seniority shall be governed by the terms of the CUPE Local 37 CBA.

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

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #19

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: CALGARY PARKING AUTHORITY HOURS OF WORK AND REST PERIODS

This Letter of Understanding (LOU) applies to impacted Calgary Parking Authority (CPA) employees who transferred to The Union as part of the Terms and Conditions agreed to between The City and The Union, occupying Building Operator, Customer Attendant, Janitorial Worker, Maintenance 1 Lead Hand, Maintenance 1 Worker, Property Processor and Yard Operations Lead Hand positions.

The parties agree to substitute the following clauses for the respective numbered clause in the CBA:

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this CBA, shall be either:

- a) eight (8) hours per day, five (5) consecutive days per week, for a total of forty (40) hours per week, with consecutive days off, or
- b) ten (10) hours per day, four (4) consecutive days per week, for a total of forty (40) hours per week, with consecutive days off.

5.06 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this LOU.

5.07 Rest Periods

All full-time employees, as per subclause 5.02 a) this LOU shall be permitted a paid fifteen (15) minute rest period in the first and second half of their shift.

All full-time employees, as per subclause 5.02 b) this LOU shall be permitted a paid twenty (20) minute rest period in the first and second half of their shift.

7.04 Vacation Entitlement

All employees shall be entitled to vacations based on, or prorated against, the completion of either anniversary or calendar years of service, as per the Appendix B of the Terms and Conditions of transfer, in accordance with the following:

(A)

Anniversary or Calendar Years of 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 pay for one (1) week's vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.

If scheduled weekly hours, or scheduled average weekly hours, are less than forty (40) per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

(C) Employees who take one of the following 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 an unpaid Leave of Absence (as noted above) 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 banks, including the vacation accrual earned in the first year of the leave.

(D) As per clause 7.08, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.

- (E) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (F) It is understood vacation requests require pre-approval from the designated proper authority.

Except for the Terms and Conditions of Integration and these amendments to clauses 5.02, 5.06, 5.07 and 7.04, all other provisions of the CBA shall apply.

It is understood and agreed that any or all impacted employees may be transitioned from this non-standard forty (40) hour work week to the standard hours of work in the CBA with two (2) weeks' notice. In the event all impacted employees are reverted to a standard thirty-eight-hour work week, this LOU shall automatically become null and void.

Signed this 17 day of November, 2022.

FOR THE CORPORATION
OF THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #20

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: SEASONAL EMPLOYMENT OPPORTUNITY BETWEEN WASTE & RECYCLING SERVICES AND MOBILITY MAINTENANCE, MATERIALS AND SURFACE RESTORATION AND SERVICE DESIGN

This letter confirms the understanding between The City and **The Union** concerning the movement of seasonal employee(s) from the Waste & Recycling Services (WRS) **Work Unit** into the **Mobility Maintenance, Materials and Surface Restoration, and Services Design Work Unit (Mobility)** to fill seasonal Driver Operator Labourer positions during the winter snow and ice control (SNIC) season.

On an annual basis Mobility and WRS shall jointly determine whether this LOU shall be utilized. In such case, The Union shall be notified, and the terms of the seasonal opportunity shall be as follows:

1. The City shall offer qualified temporary/seasonal employee(s), who have been identified for layoff within the WRS **Work Unit**, the ability to fill SNIC seasonal opportunities. In order to qualify, the participating employee(s) must possess a Class 3 driver's licence with Q endorsement and must successfully complete the required **Mobility** training.
2. SNIC seasonal opportunities shall first be offered to WRS employee(s) identified for layoff, who have obtained recall rights in **Mobility**. These employee(s) shall be offered the opportunity in order of their **Mobility Work Unit** seniority. If opportunities remain available, they shall then be offered to qualified employee(s) (in accordance with **subclause 1**), based on their WRS **Work Unit** seniority.
3. **Mobility** management shall identify the number of positions required for the SNIC season, based on the needs of the **Work Unit**. Eligible employee(s), as per **subclause 1**, shall be required to identify their interest and respond to the seasonal opportunity deadline set by **Mobility** management. Any responses received after the deadline shall not be considered.
4. Participating employee(s) shall be scheduled to work standard hours of work in accordance with clause 5.02 of the **CBA**.
5. Participating employee(s) shall be remunerated at the Driver Operator Labour 1-3 rates of pay, based on the work they have been assigned, in accordance with Schedule B.
6. In accordance with clauses 4.14 of the **CBA**, participating employee(s) shall only accrue seniority in the **Work Unit** they are actively working in. Participating WRS employees' **Work Unit** seniority shall be adjusted for the time spent working in **Mobility**.

7. Provisional positions only become available after twenty-four (24) months of continuous full-time work in a **Work Unit** as per clause 4.09, therefore the time towards provisional status shall restart with every move between **Work Units** and recall after a period of layoff.
8. Participating employee(s) who have achieved recall rights in WRS, shall have their WRS recall rights maintained in the WRS **Work Unit**, as per clause 4.26 of the **CBA** for the duration of twelve (12) months from the date of layoff or transfer, in accordance with clause 4.30. The date of transfer to **Mobility** shall be used as their **Work Unit** seniority end date, in lieu of a layoff date.
9. Recall lists for the **Mobility** and WRS **Work Units** shall include both participants and non-participants. Copies of layoff and recall lists shall be forwarded to **The Union**, as per clause 4.34.
10. A list of participating employee(s) shall be provided to the Seasonal Employment Office (SEO), which shall include the participants' names and seniority end dates. The SEO shall be responsible for ensuring the order of recall is maintained by **Work Unit** seniority and that recall packages are sent out to all eligible employee(s) who have obtained recall rights in the **Work Unit**, as per clause 4.27.
11. All participating employee(s) shall transfer back to WRS, in lieu of being recalled (as per clause 4.27), at the beginning of the WRS season based on their WRS seniority. Transfers shall be subject to WRS's operational need to recall staff.

If there is no available work in WRS based on their **Work Unit** seniority, to be transferred back to and no remaining work in **Mobility**, participating employee(s) shall be laid off from **Mobility** but shall retain recall rights have achieved in either **Work Unit** and shall be eligible for recall for a period of twelve (12) months from the date of layoff or transfer in the respective **Work Unit** as per clause 4.30.
12. In the event that **Mobility** requires seasonal staff over and above those provided for in this program, **Mobility** reserves the right to post any remaining seasonal positions.

Notwithstanding **subclause** eleven (11), if **Mobility** decides to increase its workforce, participating employees with recall rights in **Mobility** shall be provided an opportunity to remain in **Mobility**. If such participating employee(s) are not transferred back to WRS, they shall be waiving any recall rights they may have previously earned in WRS.
13. Should a participating employee either choose or be required to leave **Mobility** prior to the end of the season, for **any** reason other than a **protected ground**, they shall **forfeit any recall rights which have been earned in the Mobility Work Unit**.

In such case the employee shall retain their recall rights to the WRS Work Unit (where applicable), based on their WRS recall date, as per subclause eight (8), provided they were not terminated for cause.
14. Vacation entitlements and the calculation of vacation pay shall be in accordance with clauses 7.05 and 7.07 respectively.
15. As participating employee(s) shall be transferring between **Work Units** with no break in service, their leave plan balances, and service-related entitlements shall be deemed continuous.

16. participating employee(s) shall be required to take no less than the minimum provincially legislated vacation time off each year. Management from both **Mobility** and WRS shall monitor to ensure the allotted vacation time is taken prior to the end of each calendar year, to prevent any accumulation of unauthorized vacation.

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 Letter of Understanding (**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.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #21

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

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, as per clause 4.14 of the CBA.
- 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.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #22

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: PARKS AND OPEN SPACES SEASONAL OPERATIONAL AREAS

It is understood and agreed that all **temporary full-time and temporary part-time** employees within the **Parks and Open Spaces** Work Unit shall be placed into one (1) of six (6) **Operational Areas**. These **Operational Areas** are as follows:

- 1) **Centre Region**
- 2) **Integrated Pest Management (IPM)**
- 3) **Parks Operations (North and South Region, Cemeteries)**
- 4) **Park Infrastructure, Pathways**
- 5) **Urban Forestry**
- 6) **Water Management**

The parties agree to substitute the following clauses for the respective numbered clause in the **CBA**.

4.25 Position Elimination and Layoff

Layoff of temporary employee(s) shall be made on the basis of **status, then** the least senior in the assigned **Operational Area**, shall be the first laid off, taking into account the required qualifications, as per clause 4.18, to satisfactorily perform the work available in the **Operational Area**.

4.26 Recall Rights

Employees laid off after completing an initial period of four (4) or more month's work in a continuous period of service in a **Work Unit**, shall be recalled, by order of seniority within the assigned **Operational Area**, provided they have the required qualifications, as per clause 4.18, to perform the duties for the positions to be filled.

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 be recalled without promotion, by order of seniority within their assigned Operational Area, provided they have the required qualifications, as per clause 4.18, to perform the duties of the positions to be filled.

4.23 'On the Job' Training

'On the Job' training does not include orientation, coaching or mentoring. All employees are expected to share their knowledge and experience as part of their day-to-day duties and will not be eligible for additional compensation. This clause does not pertain to those positions whose duties include a training component.

A. Trainees

- i. Employees who are being trained, shall continue to receive the hourly pay rate of the assigned position on the working day prior to the commencement of the training, within the Bargaining Unit, for all hours spent in training.
- ii. **Management maintains the right to establish training requirements, which shall be identified following communication of the seasonal shift assignments. Shifts shall continue to be defined by the shift request forms and assignments and shall be in accordance with clause 5.06 Schedules of Work. Training shall be offered and/or assigned in accordance with the following:**
 - a. **Parks Operations (North and South Region, Cemeteries) Operational Area shall assign training based on the needs of the shift and site within the Operational Area. Training assignments shall thereafter be made in order of Work Unit seniority.**
 - b. **All other Operational Areas (Centre Region, Integrated Pest Management (IPM), Pathways, Infrastructure, Urban Forestry and Water Management) have specialized training requirements. Each Operational Area shall maintain a system of 'on the job' training, as determined by and subject to the needs of that Operational Area. Employees shall have equal opportunity to signup for and receive such training in accordance with their Work Unit seniority within the Operational Area and posted requirements.**

In the event that an insufficient number of employees sign up for such training, management reserves the right to train employees within the Operational Area.

B. Trainers

Training not performed by Training Officers may only be completed by those employees certified as qualified Trainers by the Work Unit and they shall receive the Pay Grade 3 rate of pay plus a one dollar (\$1.00) per hour premium when assigned by management to train others on an ad hoc basis.

'On the Job' training when assigned by management shall be defined, but not be limited to include:

- demonstrating the application of skills and technique to a trainee in the field;
- working through a list of tasks as defined in a training document;
- evaluating the general performance and pre-determined competencies of trainees; and
- making recommendations on the trainee's ability to perform the work safely, effectively and independently.

Employee Placement

It is agreed that Parks and Open Spaces temporary employees who meet the minimum qualifications of those available positions, shall be given the opportunity to identify their preferred Operational Area (s) based on Work Unit seniority for the summer operating season.

Temporary employee(s) hired for the winter operating season, shall be placed by management in an Operational Area based on operational needs, and shall not be subject to the tri-annual selection process.

Movement Between Operational Areas

Operational Area selection shall repeat every three (3) seasons, allowing for employees to re-select their Operational Area prior to September 1st, based on the above noted process.

In the event that the boundaries for the Operational Areas change, consideration shall be given to employees who wish to move Operational Areas outside of the tri-annual selection process. Approvals shall be subject to management approval based on operational needs.

All movement between Operational Areas occurring outside of the tri-annual selection shall be subject to management approval based on operational needs.

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

It is understood that this Letter shall apply to Pathways until such a time that the impacted positions and employees referenced in the Pathways Seniority Integration LOU, are transferred from the Parks and Open Spaces Work Unit to the Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit.

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

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #23

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: PARKS AND OPEN SPACES: TEMPORARY EMPLOYEE LEAVES OF ABSENCE – PILOT PROGRAM

This Letter of Understanding (LOU) confirms the agreement between The City and The Union with respect to temporary employees within the Parks and Open Spaces Work Unit, accessing leaves of absence without pay to attend any Horticulture based diploma or Landscape Horticulturalist Apprenticeship Program (LHAP).

Eligibility

Any temporary employee within the Work Unit, occupying a base position as a labourer, enrolled in a Horticulture based diploma or LHAP Trade Certificate program, may apply for an unpaid Leave of Absence of up to one (1) year in duration.

Application

A temporary employee shall apply in writing to their Exempt Supervisor, with a copy to The Union, at least two (2) months in advance of such leave. The Exempt Supervisor shall grant or refuse the application based on operational needs. Should such application be refused, the employee shall have the right to appeal to the Director of the Business Unit through the Officers of The Union. The decision of the Director shall be final and shall be communicated to The Union in writing.

Leave Parameters

Employees on leave of absence without pay shall not be eligible for any remuneration from The City, including wages, vacation accumulation, Statutory Holiday entitlement, any other fringe benefits or premiums nor shall the leave of absence be considered as time accrued towards salary increment increases.

Prior to commencing any leave greater than thirty (30) days in length, the employee shall be required to prepay both the employee and The City's share of benefit premiums in accordance with the MEBAC agreement.

Seniority shall be adjusted for the leave of absence.

Where an employee overstays a leave of absence without permission, they shall automatically forfeit their position with The City and therefor will not be eligible for recall.

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 the CBA.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING #24

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR INTERMEDIATE AND SENIOR PLANT OPERATORS,
WATER TREATMENT

This letter confirms the understanding between The City and **The Union** concerning the hours of work for the Intermediate and Senior Plant Operators in the Water Treatment **Work Unit**.

During the term of this **CBA**, the parties agree to substitute the following clauses for the respective numbered clause in the **CBA**, for the above-referenced positions:

5.02 Standard Hours of Work

The standard hours of work shall be twelve and a quarter (12.25) hours of work per day, on a scheduled basis in which over six (6) weeks, shall average thirty-eight point seven (38.7) hours per week.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per clause 5.02 of this Letter of Understanding (**LOU**).

7.05 Vacation Entitlement

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

A

Anniversary or Calendar Years of Service	Vacation Entitlement	Entitlement in Hours
1 year	2 weeks	77.4
2 years	3 weeks	116.1
8 years	4 weeks	154.8
17 years	5 weeks	193.5
25 years	6 weeks	232.2
30 years	7 weeks	270.9

- B. Vacation pay for one (1) weeks' vacation as defined above shall be based on thirty-eight point seven (38.7) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal thirty-eight point seven (38.7) hours per week.
- C. **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.

- D. **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.**
- E. **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- F. **In accordance with clause 7.07, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**
- G. **A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.**
- H. **It is understood vacation requests require pre-approval from the designated proper authority.**

Except for these amendments to clauses 5.02, 5.16 and 7.05, all other provisions of the **CBA** shall apply save and except for clause 5.03 Standard Workday.

This LOU may be terminated by the City with ninety days (90) days written notice to The Union.

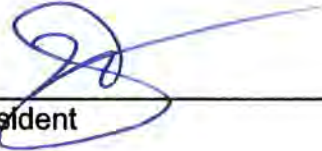
Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #25

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR WASTEWATER TREATMENT, WATER SERVICES

This Letter confirms the understanding between The City and **The Union** concerning the non-standard hours of work for employees occupying Plant Operator 1, 2, 3, Plant Boiler Operator, and Plant Operator Trainee positions in the Wastewater Treatment & Calgro **Work Unit**.

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

5.02 Standard Hours of Work

The standard hours of work shall be twelve (12) hours per day, on a scheduled basis, and over twenty-four (24) weeks 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 four (4) 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 day in advance of the next twenty-four (24) week cycle or are not granted permission for their preferred day off, management shall assign their circle days.

5.16 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of their regularly scheduled hours, as per clause 5.02 of this Letter of Understanding (**LOU**).

7.05 Vacation Entitlement

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

A.

Anniversary or Calendar Years of 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 pay for one (1) weeks' vacation as defined above shall be based on forty (40) hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal forty (40) hours per week.
- C. 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 of Absence for longer than twelve (12) months, **their** vacation hours accrual shall be rested. Upon returning to work, the employee's vacation entitlement hours shall continue to accrue 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 banks, including the vacation accrual earned in the first year of the leave.

- D. **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.**
- E. **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- F. **In accordance with clause 7.07, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**
- G. A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.

H. It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to clauses 5.02, 5.16 and 7.05, all other provisions of the CBA shall apply save and except for **clause 5.03 Standard Workday**.

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

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #26

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: PILOT WATER OPERATORS CERTIFICATION STRATEGY

This letter confirms the understanding between The City and **The Union** 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, on a voluntary basis, the opportunity to achieve Level III certification.

Eligibility and Selection

As the need arises, management shall make the opportunity to achieve the Level III certification known to all employees within the **Work Unit**.

Employees shall be eligible to apply for this program provided they hold a Level II certification and occupy a permanent Lift Station Pump Operator position or an Intermediate or Senior Operator 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 given consideration to participate in the program. Where all other considerations are equal, the senior employee shall be given preference to participate in the program.

Program Commitments

Upon being selected for the program, management shall provide each participating employee with an individualized training plan, which shall outline their outstanding course requirements and timeframe for completion.

The City shall assume the cost of the course and exam fees as well as assuming 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. In such case, clause 4.23 "On the Job Training" referenced in the **Water Services - Field Operations** Letter of Understanding (LOU) shall apply.

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.

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.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President

LETTER OF UNDERSTANDING #27

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

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 5.17 in this **LOU**.

It is understood that employees shall only be afforded access to relief or temporary assignments as defined by clause 4.22 of the **CBA**, within the Operating Section they've been assigned. Additionally, shift selection and training shall also be limited to the employee's assigned Operating Section.

4.36 'On the Job' Training

'On the Job' training does not include orientation, coaching or mentoring. All employees are expected to share their knowledge and experience as part of their day-to-day duties and will not be eligible for additional compensation. This clause does not pertain to the positions whose duties include a training component (e.g. trainers and lead hand positions).

The Work Unit shall maintain a system of 'on the job' training as determined by and subject to the needs of the Operating Sections.

A. Trainees

- i. Employees assigned to the Operating Section when training is being offered, shall be afforded an opportunity to access and receive training for work of equal or higher pay than their base position, in accordance with Work Unit seniority and posted requirements.
- ii. In the event that an insufficient number of employees sign up for training, management reserves the right to train permanent employees in reverse order of seniority within the Operating Section, **followed by temporary employees based on operational requirements.**
- iii. Employees who are being trained shall continue to receive the hourly pay rate of the assigned position on the working day prior to the commencement of this training, within the bargaining unit, for all hours in training.

B. Trainers

Only those employees certified as qualified trainers by the **Work Unit**, shall be assigned training duties. These employees shall receive either their base rate of pay or Pay Grade three (3) rate of pay plus a one dollar (\$1.00) per hour premium, whichever is greater, when assigned by management to train others on an ad hoc basis.

'On the Job' training when assigned by management shall be defined, but not be limited to include:

- i. demonstrating the application of skills and technique to a trainee in the field;
- ii. working through a list of tasks as defined in a training document;
- iii. evaluating the general performance and pre-determined competencies of trainees; and
- iv. making recommendations on the trainees' ability to perform the work safely, effectively and independently.

5.06 Schedules of Work

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

5.17 Overtime Distribution

- A.** The City agrees that overtime shall be distributed as equitably as possible among employees qualified to do the work in the Operating Section, **with the exception of employees occupying High-Pressure Operator positions. Overtime arising from Standby for High Pressure Operator positions, shall be distributed amongst those employees occupying High-Pressure Operator positions across Operating Sections. All other overtime incurred for such individuals shall follow the customary regulations outlined below.**

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. 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.

- B.** For monitoring purposes, the Business Unit shall provide The Union with a list of employees 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.
- C.** Notwithstanding **subclause A**, in the event that there are insufficient available and qualified employees to complete overtime work in an Operating Section, management reserves the right to allocate overtime to qualified employees outside the Operating Section in the following order:
- i.** Employees in another Operating Section within the Division,
 - ii.** Employees across Divisions.

It is understood that where overtime is required due to a job continuation, management reserves the right to offer overtime to employees 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

This LOU may be terminated by the City with ninety days (90) days written notice to The Union.

Signed this 17 day of November, 2022.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



Manager, Labour Relations



President