



COLLECTIVE AGREEMENT

Between

**The Corporation of
The City of Calgary**

and

**Canadian Union of
Public Employees**

Local 37

2018 - 2021

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Friday 7:00 am to 4:00 pm**

General Meetings:

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

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COLLECTIVE AGREEMENT made this 17th day of July 2019:
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 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 Collective Agreement, hereinafter referred to as this Agreement.

1.02 Purpose and Coverage

The purpose of this Agreement 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.

1.03 Certification Change and Seniority

An 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 the decision of the Alberta Labour Relations Board, shall have his entire City service recognized for the purpose of establishing a seniority date.

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 Agreement.

1.05 Term of Agreement

This Agreement shall be in full force and effect as of **January 6, 2018** and shall continue in full force and effect to **January 3, 2021**, 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 Agreement. 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 Agreement, or if negotiations continue beyond the termination date of this Agreement, this Agreement 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 Plural or Feminine Terms

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

1.09 Human Resources

Whenever reference is made in this Agreement to Human Resources, it shall mean the Human Resources Business Unit of The City of Calgary.

1.10 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.

1.11 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.

1.12 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 Human Resources within **ninety (90)** days of receipt of the request.

When Human Resources 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 established 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 Human Resources shall have his base hourly pay rate in the previously established 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.

1.13 Pay Rate Decisions

As per Clause 1.12, appeals of hourly pay rate decisions will first be discussed at a pre-grievance hearing within ten (10) working days of receipt of the decision.

If a resolution is not reached at a pre-grievance hearing, the grievance shall then be forwarded within five (5) working days of the pre-grievance hearing, to the Manager of Total Rewards, as Step One and the **Chief Human Resources Officer**, as Step Two of the Grievance Procedure.

2.00 UNION SECURITY AND EMPLOYEE RIGHTS

2.01 New Employees

The City agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the dues check off and to provide them with a copy of this Agreement which shall include as an insert a membership card.

2.02 Check Off

All employees covered by this Agreement 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.

APPLICATION FOR MEMBERSHIP
With
Canadian Union of Public Employees
Local No. 37

In making application –

“I solemnly promise and declare that I will support and obey the Constitution of this Union, and of the Canadian Labour Congress, that I will, if within my power to do so, assist my fellow members, or their families, when they are in distress; that I will not purposely or knowingly wrong a member of The Union, or assist others in wronging him, that I will not recommend any person to become a member who I believe unworthy to be a member.”

I hereby – Tender \$ _____ as payment of the Initiation Fee.

Authorize C.U.P.E. Local 37 to deduct \$ _____ as payment of the Initiation Fee

Date _____

Signature _____
Application _____

LAST NAME _____

FIRST NAME (S) _____

PHONE NUMBER _____

ADDRESS _____

POSTAL CODE _____

OCCUPATION _____

PAYROLL NO. _____

BUSINESS UNIT _____

On behalf of C.U.P.E. Local 37, I hereby accept this application for membership.

Signed on behalf of The Union

Date

2.04 Pay Days

All employees shall be paid on a biweekly basis. Employees shall receive, by the end of each pay day, 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 he transfers he shall continue to receive the hourly pay rate that he enjoyed at the time of his transfer until such time as the lower hourly pay rate reaches his former hourly pay rate at the time of his 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 his regular pay for each year served beyond **ten (10)** years to a maximum of **twenty-six (26)** weeks.

2.08 Job Stewards

The Job Steward System is accepted in principle by The City. The Union shall list with Labour Relations, Human Resources, and the work units, as per Clause 4.14, 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 2.12.

2.09 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 in order to investigate and assist in the settlement of a grievance, taking into consideration operating necessities.

2.10 Discrimination

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 of that person, sexual orientation 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 not discriminate against any of its employees on account of political beliefs, nor by reason of their membership or activity in The Union.

2.11 Harassment.

The City and The Union are committed to improving the workplace by maintaining a work environment for all its employees/members which is free from all forms of harassment.

In order to help enhance the dignity and self worth of all employees/members, The City and The Union are committed to a harassment free workplace. The City and The Union will not tolerate, ignore or condone workplace harassment.

All employees/members are responsible for respecting the dignity and rights of their co-workers.

2.12 Warnings and Discipline

When an employee is being formally investigated by management on any matter which could result in discipline of either that employee or of another employee, the employee shall be advised that he has the right to have The Union Job Steward or other Union representative present.

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

The City shall make the arrangements for such representation through The Union's Full-time Officers or the National Representative.

A copy of the written particulars shall be sent to The Union office and be given to the Job Steward, as per Clause 2.08, or other Union representative, who may grieve within ten (10) working days of receipt, as per the Grievance Procedure.

2.13 Disciplinary Document Expiry

Discipline in the form of a written warning shall be removed from the employee's personnel file (Human Resources 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.

2.14 File Review

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

2.15 Notice of Resignation

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

2.16 Proper Accommodation

Insofar as is practicable, proper accommodation 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 utensils and material shall be made available and The City shall assign cleaning duties as equally as is practicable among the employees concerned.

2.17 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.

2.18 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.

2.19 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 2.18 shall be developed and mutually agreed upon in joint consultation between The Union representatives and The City's representatives.

2.20 Information Exchange

Upon request to Labour Relations 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. **Labour Relations shall endeavour to send the information to The Union no later than thirty (30) days from receipt of the request.**

2.21 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.

2.22 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.

2.23 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.

2.24 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.

2.25 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 Agreement.

2.26 Copies of the Agreement

The City shall undertake to arrange for the printing of sufficient copies of this Agreement for each **member** within **ninety (90)** days of the date this Agreement is signed by both parties, and shall accept the full cost.

2.27 Bulletin Boards or Electronic Messaging Boards

The City shall provide bulletin boards **or electronic messaging boards** wherever practicable, **located in common areas**. Notices of job vacancies shall be posted promptly and maintained for a period of **eight (8)** calendar days. Where employees do not have access to boards, The City shall make every reasonable effort to ensure that the employees are informed of the posting notice. **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 Agreement concerning its interpretation, application, operation or any alleged violation of this Agreement, or any question as to whether any difference is arbitrable.

3.03 Filing Time Limit

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.

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 Labour Relations, Human Resources. Grievances shall be submitted on a form satisfactory to **The Union and The City**.

3.05 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).

3.06 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.

3.07 Time Limit Changes

Longer periods of time for consideration of grievances may be given at any step in the procedure, if mutually agreeable. Conversely, if time limits are not adhered to, either party may proceed to the next step.

3.08 General (or Policy) Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, or where The Union has a grievance, Step 1 of the Grievance Procedure may be bypassed. Only grievances submitted by The Union Executive Representative or the CUPE National Representative shall be considered.

3.09 Grievance Procedure Steps

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

(1) Step One

The Job Steward, a Union Executive Representative or the CUPE National Representative shall submit the grievance in writing to the applicable Manager / Leader or their designate who shall hear the grievance within **five (5)** working days of receipt of the request. A written response will be provided to the presenter within **five (5)** working days of the hearing;

(2) Step Two

Within **five (5)** working days of receipt of the response, the Job Steward, a Union Executive Representative or the CUPE National Representative may submit the grievance to the Director or his/her designate, who shall hear the grievance within **five (5)** working days of receipt of the request. A written response shall be provided to the presenter within **five (5)** working days of the hearing.

(3) Step Three

Within **five (5)** working days of receipt of the response, The Union Executive Representative or the CUPE National Representative may submit a grievance arising from a termination or a policy grievance to the applicable General Manager who shall hear the grievance within **ten (10)** working days of receipt of the request. A written response shall be provided to the presenter within **ten (10)** working days of the hearing.

(4) Arbitration

If the decision of the Director at Step 2, or of the General Manager at Step 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.

3.10 Arbitration Board Awards

The Grievance Arbitration Board may direct The City to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his 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 Collective Agreement.

3.11 Employee Attendance at Hearings

All employee(s) aggrieved (or as may be agreed to by the parties) shall have the right to be present at all steps of the Grievance Procedure, and if held during their scheduled working hours, shall suffer no loss of pay. Where possible, management will endeavour to schedule hearings during the employee's normal working hours.

3.12 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 1, the work unit Job Steward, as per Clause 2.08, and one other Union representative;

At Steps 2 and 3, **three (3)** Union representatives;

At Arbitration, **five (5)** Union representatives.

3.13 Dismissal Appeal

Any employee desiring to appeal against his dismissal for cause shall do so under the Grievance Procedure, and in such cases the first Step may be omitted.

3.14 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 his regular hourly pay rate.

4.00 SENIORITY, PROMOTION, LAYOFF AND RECALL

DEFINITIONS

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 (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 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 Agreement shall refer to an employee who is assigned standard working hours as specified in this Agreement.

4.06 Part-time Employee

The word "part-time" when used in this Agreement shall refer to an employee who is assigned working hours that are less than the standard working hours specified in this Agreement.

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 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.

4.11 Promotion

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

4.12 Transfer

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

4.13 Seniority

Seniority is defined as the length of service, subject to Clause 4.31, within the work unit, as per Clause 4.14.

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).

4.14 Work Units

Utilities and Environmental Protection

- 1.1) Waste and Recycling Services
- 1.2) Water Resources (Facility Operations) and Water Services (Field Operations)
- 1.3) Wastewater Treatment & Calgro
- 1.4) Water Treatment

The **Deputy City Manager's** Department

- 2.1) **Supply Management**
- 2.2) **Facility Management**
- 2.3) **Fleet Services**

Community Services

- 3.1) **Calgary Parks**
- 3.2) Golf Courses
- 3.3) Aquatics and Fitness Centres; Leisure Centres Aquatics; Boat Patrol
- 3.4) Arenas/ Athletic Parks, Leisure Centre Arenas and Maintenance
- 3.5) Art Centres
- 3.6) Zoo Animal Care
- 3.7) **Calgary Police Service Support Section**
- 3.8) Calgary Police Service Facilities Section
- 3.9) Calgary Police Service Fleet Section
- 3.10) **Calgary Fire**
- 3.11) **Calgary Community Standards**
- 3.12) **Calgary Housing**

Transportation

- 4.1) Maintenance, Construction, and **Business Services**
- 4.2) Traffic

Planning and Development

- 5.1) **Calgary Building Services**

APPLICATION OF SENIORITY

4.15 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.

4.16 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 4.15, without posting.

4.17 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 period of **eight (8)** calendar days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

4.18 Copies of Postings

A copy of the posting of the vacancy shall be forwarded to The Union Recording Secretary. When the appointment has been made, The Union Recording Secretary shall be notified of the applicants, the appointee's name and the Business Unit in order that The Union may place objections, if any, before The City.

4.19 Staffing of Positions

A vacancy shall be filled in accordance with the principle of Clause 4.15, with first consideration given to employees in the work unit, then from the Business Unit, then from outside the Business Unit within the bargaining unit, and final consideration to other employees.

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.

4.20 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.

4.21 Reversion

When a permanent employee is transferred or promoted to a **regular** position within the bargaining unit, he shall be permitted to or may be required as per Clause 4.20 Trial Period to revert to his former **regular** position. He shall be permitted to retain his seniority in that former position for a period not to exceed the six (6) month period specified in Clause 4.20, from date of transfer or promotion. Any employee affected by such reversion shall also be returned to his former position.

When a permanent employee is transferred or promoted to a **regular** position outside the bargaining unit, he shall be permitted to or may be required to revert to his former **regular** position. He shall be permitted to retain his 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 his former position.

4.22 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, he shall be permitted to, or may be required to, return to his former assignment. He shall be permitted to retain his seniority in that former assignment for a period not to exceed the period specified in Clause 4.10, from the date of transfer or promotion. Any employee affected by such return shall also be returned to his former assignment.

4.23 Relief or Temporary Assignments

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 his former work unit, to his base position/the highest position previously worked based on qualifications.

When a permanent employee accepts a temporary assignment outside his work unit and within CUPE Local 37, such employee shall retain all past and accruing seniority for up to twelve (12) months. It is agreed that the employee shall return to his 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 his 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.

When a permanent employee accepts a temporary assignment outside CUPE Local 37 and 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 his 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 his 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.

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

4.24 Notice of Layoff

All 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 hourly pay rate of their assigned position, in lieu of notice.

4.25 Layoff

Layoff of 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, as per Clause 4.15, to satisfactorily perform the work available in the work unit.

No permanent employee shall be affected by a reduction in the work unit, while firstly temporary employees, and secondly probationary employees, remain on staff in the work unit, taking into account the required qualifications, as per Clause 4.15, to satisfactorily perform the work available in the work unit.

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, provided they have the required qualifications, as per Clause 4.15, 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.

4.27 Internal Recalls

Permanent employees who have been offered alternate available employment in another work unit shall have the right to exercise recall rights to their original work unit for a period of **twelve (12)** months from the date of offer.

4.28 Special Skills

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.

4.29 No New or Previous Employees

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 4.15, to satisfactorily perform the work available in the work unit.

4.30 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 4.41 shall be followed.

4.31 Lapse of Recall Rights

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

SENIORITY ADJUSTMENTS

4.32 Accumulation of Seniority

An employee's seniority date shall be adjusted to account for any leaves of absence without pay, that exceed **thirty (30)** consecutive days, except as specified in Article 6.00, and as per **Clause 3.14**.

4.33 Loss of Seniority

An employee shall lose seniority only in the event of:

- 1) Discharge for just cause.
- 2) Resignation.
- 3) Absence from work for **four (4)** regularly scheduled consecutive working days without notifying The City, unless such notice was not reasonably possible.
- 4) Layoff for a period of **one (1)** year.
- 5) Decisions of a Grievance Arbitration Board.
- 6) The provisions of Clauses 4.21, 4.22, 4.27, 4.38 and 4.40.

4.34 Separation of Temporary Employees

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

4.35 Merging of Seniority Rights

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

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 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

Only those employees certified as qualified trainers by the work unit, 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:

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

INFORMATION REQUIREMENTS

4.37 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.

4.38 Notice of Recall

Notice of recall prior to staffing shall be **sent to the employee's email as per Clause 4.39. Failure to submit the completed package to the Seasonal Employment Office by the specified deadline or failure to show up on the start date communicated by the Seasonal Employment Office shall result in loss of recall rights.**

Upon ratification, employees without an email address on file shall be grandfathered and sent a hard copy notice of recall. All other employees shall be provided notice of recall electronically to the email address that has been provided to Human Resources.

4.39 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, **email address** and phone number through **Human Resources (403-268-5800)**. The City will provide The Union with such information for active employees, on a monthly basis.

4.40 Layoff - Not Recommended for Recall

An employee who is laid off but not recommended for recall for just cause shall be given written notification of the reasons and loss of recall rights by his work unit. Copies of this notification shall be sent to Human Resources and to The Union.

4.41 Permission to Rest Recall Rights for Definite Period

Upon making written application, an employee may be granted permission to rest recall rights for an agreed period, **not to exceed twelve (12) months**. The application must be approved by **either a Corporate Health Consultant or the Seasonal Employment Coordinator of Human Resources**. The Union and the employee are to 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 must be approved in writing by Labour Relations.

4.42 Benefits Information

Employee benefit entitlements and participation requirements are contained within the provisions and regulations of the Agreement between The City of Calgary and the Municipal Employees Benefit Association of Calgary (**MEBAC**).

4.43 Pension Plan

The City of Calgary 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 Act of Alberta, or the terms and conditions of the successor plan.

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 Agreement, shall be **nine and one-half (9.5) hours per day, four (4) consecutive days per calendar week, to a total of thirty (38) hours per week, with consecutive days off.**

5.03 Standard Work Day

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

5.04 12 Hour Operations

The standard hours of work shall be **twelve (12)** hours per day, on a scheduled basis in which over a **six (6)** week period of time, shall average **thirty-eight (38)** hours per week, with consecutive days off.

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

Non-standard hours of work shall, on a scheduled basis over a **six (6)** week or less period of time, average **thirty-eight (38)** 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 while engaged in operations requiring standard working hours, as per Clauses 5.02 and 5.04.

Employees engaged in operations requiring scheduled hours of work other than those specified in Clauses 5.02 and 5.04 shall receive overtime pay for hours worked in excess of the non-standard weekly average of **thirty-eight (38)** hours.

5.07 Rest Periods

All full time employees, as per Clause 5.02, shall be permitted a **twenty (20)** minute rest period in the first and second half of their shift.

All full time employees, as per Clause 5.04, shall be permitted a **thirty (30)** minute rest period in the first and second half of their shift, or three **twenty (20)** minute breaks during the complete shift.

All part time employees working more than a **four (4)** hour shift, shall be permitted a rest period of **twenty (20)** minutes, at least once per **four (4)** hours worked.

5.08 Schedules of Work

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

The Aquatics & Fitness Centres; Leisure Centres Aquatics; Leisure Centre Arenas & Maintenance employees shall by employee status be assigned shifts based on preference by seniority, within each facility, and required qualifications to perform the required work.

5.09 Work Schedule Discussions and Review

New shifts, split days off, and Sunday work shall be formally discussed as to their necessity with The Union Executive prior to being established by The City, but in no case shall work be curtailed during the period of discussion.

The parties agree to convene, and with the assistance of Labour Relations, Human Resources, to review proposed schedules of work, methods of maintaining the **four (4)** day work week, if applicable, and the needs of the operation.

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

Schedules of work not previously established in the work unit shall be subject to such a review.

5.10 Working Schedule

The principle of an employee knowing his hours of work is recognized; the days and hours of work shall be posted in appropriate places.

5.11 Inability to Report

It shall be the responsibility of the employee to notify his Exempt Supervisor, or stipulated contact, no less than thirty (**30**) minutes prior to his start time where practicable, of his inability to report to work. The employee, when unable to notify of his inability to report, shall provide reasons acceptable to The City.

Whenever practicable, when an employee is ready to return to work, he shall notify his Exempt Supervisor, or stipulated contact, on the work day previous 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.

5.12 Change in Work Sites

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

5.13 Transportation

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

5.14 Overtime

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

5.15 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 1).**
- (D) Any overtime accumulated in the calendar year (**year 1**) must be scheduled and taken as time off prior to the end of the subsequent **calendar year (year 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 3) at the previous year's hours most worked rate of pay.**

For clarity year 1 shall be the year overtime was accrued; year 2 shall be the year after it was accrued, and year 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.

5.16 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 first pay period 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:

Utilities and Environmental Protection

Waste and Recycling Services

1. District 1 Spy Hill **Collection**
2. District 1 **Spy Hill Waste Management Facility**
3. District 2 East Calgary **Collection**
4. **District 2 East Calgary Waste Management Facility**
5. District 3 Shepard **Collection**
6. **District 3 Shepard Waste Management Facility**

- 7. **District 4 Commercial Collections Operations**
- 8. **District 5 Resource Recovery Operations/Programs**
- 9. **District 6 Collections Support**

Water Resources (Facility Operations) Water Services (Field Operations)

- 10. Construction Services
- 11. Asset Operations
- 12. Asset Assessment
- 13. Asset Maintenance
- 14. Facility Operations

Wastewater Treatment

- 15. Operations
- 16. Maintenance
- 17. Calgro

Wastewater Treatment

- 18. Operations
- 19. Maintenance

The **Deputy City Manager's** Department

- 20. Supply **Management**
- 21. **Facility Operations**
- 22. **Fleet Services – Fleet Maintenance (Manchester)**
- 23. **Fleet Services – Fleet Maintenance (Satellites)**
- 24. **Fleet Services – Fleet Operations**

Community Services

Calgary Parks

- 25. **Water Managment**
- 26. **Infrastructure**
- 27. **Pathways**
- 28. **Integrated Pest Management**
- 29. **Urban Forestry**
- 30. **Northeast Division**
- 31. **South Division**
- 32. **Centre Division**
- 33. **Northwest Division**

Calgary Housing

- 34. **Calgary Housing – Asset Management**
- 35. **Calgary Housing – Operations**

Calgary Community Standards

- 36. **Calgary Community Standards**

Calgary Recreation

- 37. Golf Courses
- 38. Aquatics and Fitness Centres, Leisure Centres, and Boat Patrol
- 39. Arenas/Athletic Parks, and Leisure Centre Arenas
- 40. Leisure Centre Maintenance
- 41. Art Centres
- 42. Zoo Animal Care

Calgary Police Service

- 43. Calgary Police Service Facilities Section
- 44. Calgary Police Service Fleet Section
- 45. **Calgary Police Service Support Section**

Calgary Fire

- 46. **Calgary Fire**

Transportation

- 47. **Central District - Roads Maintenance, Depot 1**
- 48. **North West District - Roads Maintenance, Depot 2**
- 49. **North West District - Roads Maintenance, Depot 3**
- 50. **North East District - Roads Maintenance, Depot 4**
- 51. **North East District - Roads Maintenance, Depot 8**
- 52. **South West District - Roads Maintenance, Depot 5**
- 53. **South West District - Roads Maintenance, Depot 6**
- 54. **South East District - Roads Maintenance, Depot 7**
- 55. **South East District - Roads Maintenance, Depot 9**
- 56. Roads Material Plants
- 57. Roads Concrete
- 58. Roads Paving
- 59. Traffic Operations
- 60. Bridge Maintenance
- 61. **Traffic Sign Shop**
- 62. **Business Services Shops**
- 63. Business Services Trainers

Planning and Development

- 64. **Calgary Building Services**

5.17 Calculation of Overtime Pay

Overtime shall be calculated on the basis of double time (2X) the employee's hourly pay rate of his 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 his hourly pay rate, and shall not include shift differential or any other premiums.

5.18 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.

5.19 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"

5.20 Overtime - Rest Period(s)

A **one-half (1/2)** hour paid rest period shall be allowed employees working overtime beyond their regular shift on a continuous basis. Such rest period shall occur after more than **two (2)** hours of overtime worked and after every **four (4)** hours of overtime worked thereafter. Where an employee is called in to work overtime, he shall receive a **one-half (1/2)** hour paid rest period upon completion of each **four (4)** hours of overtime worked.

5.21 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.

5.22 Shift Change Notice

- 1) **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 his assigned position for any hours worked during such normal rest periods, occurring as a regular part of any firmly scheduled shifts.
- 2) **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:**
 - a) **The employee, or The union on behalf of employee(s) requests the shift change;**
 - b) **An accident has occurred;**
 - c) **Urgent work is necessary; or**
 - d) **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 work day that were not set out in the employee's regular work schedule, during the fourteen (14) day notice period.

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 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-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, he 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 5.16.**

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.

5.25 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 position.

5.26 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.

5.27 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 (Partsman)	

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
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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 4.21.

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.

5.28 Pay During Apprenticeship

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

5.29 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) **Labour Relations shall maintain the tool lists and shall post them electronically with the Collective Agreement. 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 Labour Relations.**
- (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 1 – pay period 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 3rd & 4th year:	\$532
Apprentice 1st & 2nd year:	\$420

- (I) Millwrights and Related Apprentices – Wastewater Treatment:**
 - Annual Tool Allowance: \$305**
 - Apprentice 3rd & 4th year: \$290**
 - Apprentice 1st & 2nd year: \$229**
- (J) Millwrights and Related Apprentices – Water Treatment and Other Millwrights not covered by I:**
 - Annual Tool Allowance: \$415**
 - Apprentice 3rd & 4th year: \$394**
 - Apprentice 1st & 2nd year: \$311**
- (K) Welders and Related Apprentices:**
 - Annual Tool Allowance: \$325**
 - Apprentice 3rd & 4th year: \$309**
 - Apprentice 1st & 2nd 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**

5.30 Uniform Issue

The parties agree that uniforms shall be worn by employees who have received uniforms in those work units designated by The City.

5.31 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.

5.32 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 dollard (\$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 1 through pay period 26), and shall be considered as compensation applied in the year of receipt.

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

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

5.33 Clothing Issue

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

5.34 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 standby premium will be **twenty-five dollars (\$25.00)** per day.

6.00 LEAVES OF ABSENCE

6.01 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, holiday 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.

6.02 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.

6.03 Overstaying Leave of Absence

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

6.04 Loaning of Employees

An employee may be loaned to any other employer for the purpose of giving or receiving instructions in his particular line of work, if approved by the General Manager / Leader or his 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.

6.05 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.

6.06 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the Exempt Supervisor, at least **two (2)** months 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 of Calgary relative to City pension and group insurance contributions. The City may, on request, grant military leave to members of the Canadian Forces Primary Reserve.

6.07 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.

6.08 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.

6.09 Bereavement Leave

When death occurs in an employee's immediate family the employee, on request, shall be excused for **seven (7)** consecutive calendar days. Immediate family is defined as: current spouse (including common-law spouse, same gender spouse); parent, step-parent, guardian; brother or step-brother; sister or step-sister; child, step-child, foster child or, ward; grandparents or step-grandparents of the employee; grandchild or step-grandchild; or, related dependent living in the household of the employee). 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.

Subject to operational requirements, a leave of absence with pay of seven (7) consecutive calendar days may be permitted by the Manager to address the demise of the employee's parent-in-law or step parent-in-law, brother-in-law or step brother-in-law, sister-in-law or step sister-in-law, **son-in-law or daughter-in-law**, grandparent-in-law or step grandparent-in-law. Such leave will not be unreasonably denied.

When an employee qualifies for bereavement leave during his 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.

6.10 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.

6.11 Mourner's Leave

Where the employee does not access bereavement leave under Clause 6.09, **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.

6.12 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**.

6.13 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 Collective Agreement. **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.

6.14 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.

6.15 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 6.13 and 6.14.

6.16 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 6.13 and 6.14 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.

6.17 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 Collective Agreement.

6.18 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 Collective Agreement.

6.19 Paternity Leave

Upon request, a father or same sex partner shall be given one day's leave of absence with pay with the option of attending the delivery of the child or attending to the release from the hospital of the partner who has given birth, **or on the day of first obtaining custody of a child who has been legally adopted.**

6.20 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 he has **three (3)** hours off duty concurrent with the polling stations being open.

6.21 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 his 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 his Exempt Supervisor. The Exempt Supervisor may direct the employee to work his regularly scheduled shifts.

6.22 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 his 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.

7.00 VACATION, HOLIDAY AND SERVICE ENTITLEMENTS

7.01 Service

Service for the purpose of this Agreement commences on an employee's most recent date of hire, recall or rehire in The City's service and accumulates continuously until termination, resignation, failure to return from leave, layoff or discharge from The City.

7.02 Re-engagement of Former Employees

Where an employee leaves The City's service or is dismissed for cause and is later re-engaged, his service shall date from the date of re-engagement.

7.03 Vacation Entitlement Computation

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

- (A) For all employees hired prior to January 1, 1970, the vacation credit date shall continue to be the employment anniversary date, and vacation entitlement shall be based upon anniversary years of service;
- (B) For all employees hired subsequent to January 1, 1970, the vacation credit date shall be January 1, and vacation entitlement shall be based upon calendar years of service. A calendar year is defined as a standard January 1 to December 31;
- (C) Employees affected by the provisions of Clause 1.03 shall retain their established anniversary dates for the purpose of determining vacation entitlements, which shall be based on anniversary years of service.
- (D) Employees moving into Local 37's jurisdiction from another City jurisdiction, who have attained permanency and have exhausted reversion rights will have their vacation base date reset to reflect January 1st of the subsequent year from the most recent date of hire/rehire.
- (E) **Employees moving from on-call to temporary or permanent positions after August 28, 2013, shall have their vacation base reset to January 1 of the year they move to the temporary or permanent position.**

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 Clause 7.03 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 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 bank, 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.**

7.05 Prorated Vacation Entitlement

In order to establish a standard January 1 vacation credit date for employees hired after January 1, 1970, employees shall be entitled to a prorated vacation in their second calendar year of continuous employment, based on the ratio of the length of continuous employment during their first calendar year of employment, to 1 calendar year. This prorated vacation entitlement must be taken between January 1 and December 31 of the second calendar year.

7.06 Vacation Pay Upon Termination

If employment is terminated and proper notice given, the employee covered by this Agreement shall be entitled to vacation pay on 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%.

7.07 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 1 through pay period 26). However, such banked vacation shall only be taken subject to the needs of the operation as determined by the applicable Exempt Supervisor.

7.08 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 5.21, in addition to regular pay while on vacation.

7.09 Statutory Holidays

The following shall be considered holidays: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour 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 of Calgary, 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 Statutory Holiday During Regular Work Period

Full time employees shall receive at straight time as **Statutory Holiday** pay the employee's normally scheduled hours of work for each of the above designated holidays occurring during their regular work periods, plus double time (2X) for any hours worked on such days.

Pay for the **Statutory Holiday, for on-call and temporary part-time employees, shall be five percent (5%)** of regular wages earned during the **four (4)** weeks prior to the **Statutory Holiday**.

Statutory Holiday premiums for hours worked on a Statutory Holiday that is an employee's regular day of work will be determined based on the actual hours worked from midnight to midnight on the Statutory Holiday.

7.11 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.

7.12 Statutory Holiday on Day Off

If a **Statutory Holiday falls on** a full-time employee's normal day off or on an employee's normal day off during a vacation period, he shall receive his scheduled hours of work for the day preceding the holiday, or **nine and one-half (9.5) hours**, whichever is less, at straight time, as holiday pay.

Effective November 25th 2019, if a **Statutory Holiday**, as outlined in **Clause 7.09** falls on a full-time employee's regular day off or on the employee's regular day off during a vacation period, he shall receive his scheduled hours of work for the last day worked preceding the **Statutory Holiday**, at straight time as holiday pay.

If a **Statutory Holiday falls on a part-time employee's normal day off**, or on a normal day off during a vacation period, he shall receive **five percent (5%) of regular wages earned in the four (4) weeks immediately preceding the Statutory Holiday**.

The employee has the option to either be paid out this 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 will be determined by the hours most worked rate for that period. 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

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 he is eligible.

For a period not to exceed twelve (12) months, where a **Statutory Holiday falls on a scheduled day off of an employee on paid sick leave (S&A, WCB, LTD)**, they will receive a banked lieu day. The scheduled day off will be determined from the employees pre-disability work schedule and will be subject to payout should they not be taken as time off by the end of the subsequent calendar year.

For a period not to exceed twelve (12) months, while on maternity leave, parental leave, adoption leave, and family leave, employees shall be credited with a banked lieu day.

7.14 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, he shall not lose any service pay entitlement.

An employee on Long Term Disability or on Worker's Compensation in excess of one hundred and nineteen (119) calendar days shall accrue service for future service pay entitlement.

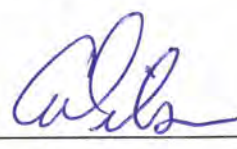
Signed this 17th day of July, 2019.

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF CALGARY

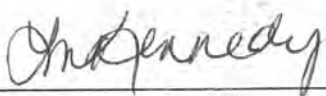


CITY MANAGER

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



PRESIDENT



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
30042	Custodial Worker (CHC)	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
30316	Labourer Carpentry Shop	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 Lugger	1
30342	Truck Driver Parks	1
30269	Truck Driver Tandem (Calgary Parks)	1
30276	Truck Driver Weekend Water	1
30282	Utilityman (WWTP)	1
30012	Anode Retrofit Fuser	2
30020	Automotive Serviceman	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 Man	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 Man (WWTP)	2
30184	Plant Maintenance Man 1 (WTP)	2
30185	Plant Maintenance Man 2 (WTP)	2
30191	Plant Operator Junior	2
30334	Plant Operator Trainee (WWTP)	2
30209	Repairman Roadmarking	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 / Topman	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	Utilityman (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 Journeyman	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 Repairman	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	Maintenance Man Retention Ponds	3
30151	Maintenance Man Storm Infrastructure	3
30152	Maintenance Serviceman	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
30354	Mechanical Maintenance Worker (Calgary Fire)	3
30163	Meter Serviceman	3
30340	Parks Crew Lead	3
30336	Parks Maintenance Operations Worker	3
30172	Parks Worker Amenities	3
30176	Parks Worker Irrigation Lead Hand	3
30181	Pipeman	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	Troubleman Wastewater	3
30257	Truck Driver Aerial	3
30278	Utility Worker	3
30279	Utility Worker / Valve Shop Worker	3
30280	Utilityman (Landfill)	3
30283	Utilityman 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
30157	Mechanical Maintenance Worker (Calgary Fire)	4
30161	Mechanical Maintenance Worker (FM)	4
30162	Mechanical Maintenance Worker Lead Hand (Leisure)	4
30366	Mechanical Maintenance Worker (Leisure)	4
30352	Mechanical Maintenance Worker LH (Calgary Fire)	4
30349	Plant Operator Boiler (WWTP)	4
30202	Repairman 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
30255	Troubleman Water	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 Journeyman	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 Journeyman 1	4
30149	Machinist Journeyman 2	4
30180	Parts Technician 2	4
30195	Plumber Journeyman (CHC)	4
30196	Plumber Journeyman (CPS)	4
30197	Plumber Journeyman (WWTP)	4
30301	Welder Journeyman 1 (Field)	4
30302	Welder Journeyman 1 (Shop)	4
30303	Welder Journeyman 1 Pressure (Field)	4
30304	Welder Journeyman 1 Pressure (Shop)	4
30305	Welder Journeyman 2 (Operations)	4
30116	Heavy Equipment Technician 2 (Satellites)	5
30164	Millwright Journeyman (WTP)	5
30165	Millwright Journeyman (WTP) (40)	5
30166	Millwright Journeyman (WWTP)	5
30365	Automotive Service Technician (40)	4
30345	Automotive Service Technician (CPS)	4
30344	Journeyman Refrigeration Mechanic	4
30167	Millwright Journeyman(WWTP)(40)	5

SCHEDULE B: RATES OF PAY

Effective December 28th, 2016 (current rates)

Pay Grade	Step 1	Step 2	Step 3
1	\$27.01	\$28.41	\$29.91
2	\$29.82	\$31.39	\$33.04
3	\$31.46	\$33.11	\$34.85
4	\$34.44	\$36.25	\$38.17
5	\$37.72	\$39.70	\$41.80

Effective December 23rd 2019 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
1	\$27.42	\$28.84	\$30.36
2	\$30.27	\$31.86	\$33.54
3	\$31.93	\$33.61	\$35.37
4	\$34.96	\$36.79	\$38.74
5	\$38.29	\$40.30	\$42.43

SCHEDULE B: RATES OF PAY - TRADES - JOURNEYMAN

Effective December 28th, 2016 (current rates)

Pay Grade	Step 1	Step 2	Step 3
2	\$36.49	\$38.41	\$40.41
3	\$38.47	\$40.50	\$42.64
4	\$40.49	\$42.63	\$44.87
5	\$42.54	\$44.76	\$47.11

Effective December 23rd 2019 (1.5%)

Pay Grade	Step 1	Step 2	Step 3
2	\$37.04	\$38.99	\$41.02
3	\$39.05	\$41.11	\$43.28
4	\$41.10	\$43.27	\$45.54
5	\$43.18	\$45.43	\$47.82

SCHEDULE B: RATES OF PAY - TRADES - APPRENTICES

Effective December 28th, 2016 (current rates)

Pay Grade	1	2	3	4	5
4 Year Apprenticeships					
Period 1 Rates		\$26.67	\$28.14	\$29.61	\$31.09
Period 2 Rates		\$29.50	\$31.13	\$32.76	\$34.39
Period 3 Rates		\$33.14	\$34.96	\$36.79	\$38.63
Period 4 Rates		\$37.18	\$39.23	\$41.28	\$43.34
3 Year Apprenticeships					
Period 1 Rates		\$29.50	\$31.13	\$32.76	\$34.39
Period 2 Rates		\$33.14	\$34.96	\$36.79	\$38.63
Period 3 Rates		\$37.18	\$39.23	\$41.28	\$43.34
1 Year Apprenticeships					
Period 1 Rates	\$27.52	\$30.40	\$32.06	\$35.12	\$38.46

Effective December 23rd 2019

Pay Grade	1	2	3	4	5
4 Year Apprenticeships					
Period 1 Rates		\$27.07	\$28.56	\$30.06	\$31.56
Period 2 Rates		\$29.94	\$31.59	\$33.24	\$34.91
Period 3 Rates		\$33.64	\$35.49	\$37.34	\$39.21
Period 4 Rates		\$37.74	\$39.82	\$41.90	\$43.99
3 Year Apprenticeships					
Period 1 Rates		\$29.94	\$31.59	\$33.24	\$34.91
Period 2 Rates		\$33.64	\$35.49	\$37.34	\$39.21
Period 3 Rates		\$37.74	\$39.82	\$41.90	\$43.99
1 Year Apprenticeships					
Period 1 Rates	\$27.93	\$30.86	\$32.54	\$35.64	\$39.04

PAY NOTES:

1. An employee hired subsequent to date of ratification, shall be paid at the Step 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 CUPE Local 37 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.

If reporting pay is paid or part shifts worked, complete shift credits shall be added toward the accumulation of these hours.
3. 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.
4. 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.

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.
5. 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.
6. Journeyman Boom Truck Operators shall be compensated at Pay Grade 3, Non-Journeyman Schedule B – Rates of Pay.
7. Where an apprentice's rate exceeds the Step 1 rate of pay for a journeyman in the same position, all existing journeyman in that position who are at **Step 1** will have their pay rate adjusted to **Step 2**. In such situations, a new hire journeyman in that same position will be placed at **Step 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 1.12.

<u>Driver/Operator/Labourer 1</u>		
<ul style="list-style-type: none"> • Truck Driver 2-4 Tonne • General Labouring • Yardman • 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 • Grademan • Groutman • Jackhammer Operator • Concrete Mixer • Concrete Finisher Trainee • Manhole Setter 	<ul style="list-style-type: none"> • Plants Loader • Repairman Brickwork • Repairman Downtown Assets • Asphalt Rakerman • 4 Tonne Sidewinder • Tarkettle • Tooleman • 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) • Repairman Fencing • Repairman Repair Shop • Repairman Tool Room 	<ul style="list-style-type: none"> • Rockslinger • Sanders Belly/Front • SNIC Grader • Snowblower • Sweeper • Sweeper Serviceman • Tandem (incl. attachments) • Toolman 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"> • Repairman Repair Shop Lead Hand • Sweeper Serviceman 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 Rakerman 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 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 4 (**PP04**) in the subsequent year. Where an employee returns to work after recall, after 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 lineman 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	Linesman 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 Journeyman
30001	Apprentice (Heavy Equipment Technician)	Tied to Journeyman
30002	Apprentice (Machinist)	Tied to Journeyman
30003	Apprentice (Millwright)	Tied to Journeyman
30005	Apprentice (Painter)	Tied to Journeyman
30006	Apprentice (Parts Technician)	Tied to Journeyman
30007	Apprentice (Plumber)	Tied to Journeyman
30008	Apprentice (Welder)	Tied to Journeyman
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 Journeyman	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
30332	Building Maintenance Worker 2 (PK)	C, AG

JOB CODE	DESCRIPTION	ISSUE
30029	Building Maintenance Worker 3	C, AG
30031	Building Repairman	C, AG, Rack WP
30328	Calgro Driver/Operator 1	C, AG, RB
30329	Calgro Driver/Operator 2	C, AG, RB
30032	Cart Maintenance Man	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
30042	Custodial Worker (CHC)	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

JOB CODE	DESCRIPTION	ISSUE
30066	Equipment Operator Front End Loader Tractor	C, LG
30083	Equipment Operator Grader - SNIC	C, LG
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

JOB CODE	DESCRIPTION	ISSUE
30121	Inventory Storesworker	C, AG, WP, Rack WP
30122	Janitor	RG
30123	Janitorial Services Supervisor	C, LG
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	Maintenance Man Retention Ponds	C, AG
30151	Maintenance Man Storm Infrasture	C, AG
30336	Mechanical and Pond Maintenance Worker (PK)	C, AG
30157	Mechanical Maintenance Worker (Fire)	C, AG
30155	Mechanical Maintenance Worker 1 (CHC)	C, AG
30159	Mechanical Maintenance Worker 1 (Leisure)	C, AG
30160	Mechanical Maintenance Worker 2 (Leisure)	C, AG
30366	Mechanical Maintenance Worker (Leisure)	C, AG

JOB CODE	DESCRIPTION	ISSUE
30158	Mechanical Maintenance Worker 2 (WTP)	C, AG
30161	Mechanical Maintenance Worker 3	C, AG
30162	Mechanical Maintenance Worker Lead Hand (Leisure Centres)	C, LG
30156	Mechanical Mtnc Worker (CPS)	C, AG
30353	Mechanical Mtnc Worker 1 (CPS)	AG, WP
30163	Meter Serviceman	C, AG
30166	Millwright Journeyman (WWTP)	C, LGG
30167	Millwright Journeyman (WWTP) (40)	C, LGG
30168	Painter Journeyman 1	C
30340	Parks Crew Lead	C, AG
30178	Parts Technician	C or SM, LG
30180	Parts Technician 2	C or SM, LG
30181	Pipeman	C, AG, RB, Waders, RW
30182	Plant Maintenance Helper	C, AG
30183	Plant Maintenance Man (WWTP)	C, AG
30184	Plant Maintenance Man 1 (WTP)	C, AG
30185	Plant Maintenance Man 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 Journeyman (CHC)	C, AG, WP
30196	Plumber Journeyman (CPS)	C, AG, RB, Rack WP
30197	Plumber Journeyman (WWTP)	C, AG, RB, Rack WP
30198	Pump Operator (Lift Stations)	C, AG, Waders, RB, RW
30337	Recycle Centre Operator	C, LG

JOB CODE	DESCRIPTION	ISSUE
30344	Refrigeration Mechanic	C, AG
30202	Repairman Bridges	C, AG
30206	Repairman Hydrant	C, AG, RB, HHB, RW
30209	Repairman Roadmarking	C, AG
30210	Repairman Support Services	C, AG
30211	Repairman 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
30223	Service Designate / Repairman Equipment	C, AG
30224	Service Support Set-Up Serviceman	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
30254	Troubleman Wastewater	C, AG, RB, Waders
30255	Troubleman Water	C, AG, RB, HHB, RW
30257	Truck Driver Aerial	C, LG
30258	Truck Driver Barricade	C, AG
30259	Truck Driver Chemical	C, AG

JOB CODE	DESCRIPTION	ISSUE
30262	Truck Driver Leachate	C, AG
30263	Truck Driver Luger	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	Utilityman (Landfill)	C, LG
30282	Utilityman (WWTP)	C, AG
30283	Utilityman Lead Hand (WWTP)	C, AG
30281	Utilityman(Recycling)	C, AG, RB, RW
30284	Valve Crew Leader	C, AG, RB, HHB, 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 Journeyman 1 (Field)	C, WM, WP, RB, Rack LA, LJ, LP
30302	Welder Journeyman 1 (Shop)	C, Rack LA, LJ, LP, WM or WG
30303	Welder Journeyman 1 Pressure (Field)	C, WM, WP, RB, Rack LA, LJ, LP
30304	Welder Journeyman 1 Pressure (Shop)	C, WM, Rack LA, LJ, LP
30305	Welder Journeyman 2 (Operations)	C, Rack LA, LJ, LP, WM or WG

JOB CODE	DESCRIPTION	ISSUE
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

1. (a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and includes any person to whom the employee and spouse stood *in loco parentis*.
- (b) "dependent child" means an unmarried child who, at the time the employee died, was being supported by the employee and
 - (i) is less than **eighteen (18)** years of age; or
 - (ii) is **eighteen (18)** years of age or over, and not more than **twenty-one (21)** years of age, and is in attendance full-time at an accredited school or university, having been in such attendance substantially without interruption since he reached **eighteen (18)** years of age; or
 - (iii) is **eighteen (18)** or more years of age and not more than **twenty-one (21)** years of age and is disabled having been supported due to such disability without interruption since the time he reached **eighteen (18)** years of age.
- (c) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only if by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death;
- (d) "full pay" means the regular biweekly earnings and service pay that the employee was entitled to receive at the time he was disabled or killed. Regular biweekly earnings shall be based on the regular rate of pay for the **regular** position of the employee at the time he was disabled or killed and the regular number of biweekly hours applicable to that employee's status. Applied to these regular biweekly earnings will be:
 - (i) the progression to the top step of the **regular** position that the employee would have automatically progressed to only by reason of time in the position had he not been disabled or killed; and
 - (ii) any economic salary changes negotiated from time to time in accordance with the Collective Agreement; less
deductions in an amount equivalent to all normal deductions provided however that the full pay will never be less than that which the employee was receiving at the time the employee was killed or disabled.

- (e) "Normal deductions" shall mean those items which would have been deducted from the regular earnings of the employee, in the normal course of events had he not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for Federal or Provincial Income Tax according to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only). Employment Insurance premiums, Group Life Insurance premiums, extended health and dental benefits and Alberta Health Care Insurance premiums or any of their equivalents that might have been payable by the employee from time to time.
 - (f) "widow" means a woman who has survived an employee to whom she was lawfully married and who was being wholly or partially supported by the employee at the time of death and where there is no lawful spouse at the time of death of the employee includes a common-law spouse.
 - (g) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by the employee at the time of death and where there is no lawful spouse at the time of death includes a common-law spouse.
 - (h) "common-law spouse" includes any man or woman who, although not legally married to an employee, lives and cohabits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of **five (5)** years or more; or has maintained such relationship for a continuous period of **two (2)** years or more and has borne / sired the child or children of such employee, or has adopted a child or children of the employee, or has adopted a child or children with the employee; and is generally known as the employee's spouse in the community in which they lived at the time of death of the employee.
 - (i) "employee" means a permanent employee.
2. Where an employee is disabled or killed as a result of an accident arising directly out of the course and in the scope of his employment with The City of Calgary, The City shall pay to the employee, if disabled, or to the employee's widow, widower, common-law spouse or dependent children, if killed, the employee's full pay under the terms and conditions hereinafter set out PROVIDED the accident is not proven to be an intentional act to cause injury or death.
 3. In the event an employee is killed leaving a surviving widow, widower, or common-law spouse under the circumstances set out in Article 2, The City shall pay to the surviving widow, widower, or common-law spouse biweekly, subject to the deductions set out in Article 6, the full pay that the employee would have received from The City had the employee not been killed. The said sum will be payable from the date of death of the employee until such time as the widow/widower remarries or enters into a common-law relationship, dies, or the date the employee would have reached the age of **sixty-five (65)** years or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is the earliest.

4. (a) In the event an employee is killed under circumstances set out in Article 2, leaving no surviving widow, widower, or common-law spouse but leaving a dependent child or children surviving the employee, The City shall, subject to the deductions set out in Article 6, pay to each dependent child up to a maximum of **four (4)**, biweekly a sum equal to **twenty percent (20%)** of the full pay that the employee would have received from The City had he not been killed. The said sum will be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would have reached the age of **sixty-five (65)** years or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is the earlier.
- (b) Where the employee leaves surviving him more than **four (4)** dependent children, the total sum not to exceed **eighty percent (80%)** of the employee's full pay (as defined) pursuant to Article 4 (a) shall be paid by The City to such dependent children in fixed equal shares.
- (c) The sum payable by The City pursuant to this Article shall be paid by The City as long as any child of the employee remains a dependent child.
5. In the event the surviving widow, widower, or common-law spouse dies subsequent to an employee having been killed without having remarried, or entered into a common-law relationship, the provisions of Article 4 shall apply to any dependent child surviving the employee and his widow, widower, or common-law spouse.
6. In determining the amount to be paid to a surviving widow, widower, common-law spouse or dependent child by The City, any benefits payable to the surviving widow, widower, common-law spouse or any dependent child by reason of the death of the employee under any Workers' Compensation (except any payment for funeral expenses), Canada Pension Plan (except any payment for funeral expenses), Local Authorities Pension Plan, City of Calgary Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the employee, the widow, or any of the employee's family, or any damages awarded to the widow, widower, common-law spouse or any dependent child by reason of the death of the employee, shall upon being awarded to the widow, widower, common-law spouse or the dependent child, be deducted from the full pay.
7. Any sums of money payable by The City to any dependent child under the age of **eighteen (18)** years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
8. The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate extended health and dental benefits, PROVIDED the widow, widower, common-law spouse or any dependent child at all times remains eligible for such coverage.

9. On the date that the employee would have reached the age of **sixty-five (65)** years had he not been killed under the circumstances set out in **Article 2**, or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is earlier, **The City** shall pay to the surviving widow, widower, or common-law spouse, if alive and if she has not remarried or entered into a common-law relationship, biweekly, an amount equal to the monthly pension to which she would have been entitled as a widow had the employee died subsequent to his retirement date, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent application to employees of **The City** in existence at the date that the employee would have retired from the employ of **The City** had the employee not been killed.
10. In the event an employee is disabled under circumstances set out in **Article 2**, **The City** shall pay to the employee biweekly subject to the deductions set out in **Article 6**, the full pay that he would have received from **The City** had he not been disabled until such time as the employee dies or the date that the employee reaches the age of **sixty-five (65)** years or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is earlier, **PROVIDED THAT** if the employee fully recovers and is capable of being employed by **The City** at a salary which is equal to or in excess of the employee's full pay, **The City's** obligation herein shall cease.
11. Where a disabled employee partially recovers and **The City** finds alternative employment for the employee within **The City** or any of its associated Boards, Commissions, Authorities or Agencies which the employee is capable of performing, the full pay which the employee is entitled to receive shall be reduced by the earnings received from such employment.
12. A disabled employee may earn from employment, other than employment with **The City** or any of its associated Boards, Commissions, Authorities or Agencies, up to **twenty percent (20%)** of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this Schedule shall be administered by Human Resources.
14. Affidavits in a form and containing such information as may be prescribed by **The City** shall be filed annually with and on a date to be specified by Human Resources by the following persons:
 - (a) widow, widowers, or common-law spouse;
 - (b) guardians of dependent children under the age of **eighteen (18)** years;
 - (c) dependent children over **eighteen (18)** years of age;
 - (d) disabled employees.
15. Throughout this Schedule, where the term "employee" is used and where a term reflecting male and/or female gender is used, it shall be considered that either the feminine or masculine have been used where the context of the application so requires. The terms "widow", "widower", and "common-law spouse" shall apply to both same-sex and opposite-sex relationships.

LETTER OF UNDERSTANDING #1
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: CALGARY ZOO STANDARD HOURS OF WORK AND REST PERIODS

This Letter of Understanding applies to employees working at The Calgary Zoo in the Zoo Animal Care work unit.

During the term of this Agreement, the parties agree to substitute the following Clauses for the respective numbered Clause in the Collective Agreement:

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this Agreement, 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 Work Day

The standard work day shall be any **eight (8)** hours work within the **eleven (11)** consecutive hours between 0600 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.

5.07 Rest Periods

All full-time employees, as per Clause 5.02, shall be permitted one **forty (40)** minute rest period per 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 Clause 7.03 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 these amendments to Clauses 5.02, 5.03, 5.06, 5.07 and 7.04, all other provisions of the Collective Agreement shall apply.

Signed this 17th day of July, 2019.

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 #2

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR FLEET SERVICES, VEHICLE AND EQUIPMENT TRAINER (ROADS) AND MECHANICAL STAFF IN WATER TREATMENT, WATER SERVICES

This Letter of Understanding applies to the following employees:

Mechanical Employees working in Water Treatment Division of Water Services and Employees working in Fleet Services and, the Vehicle and Equipment Trainer (Roads), excluding those employees covered under the Fleet Services Integration Agreement.

During the term of this **A**greement, the parties agree to substitute the following **C**lauses for the respective numbered **C**lause in the **C**ollective **A**greement:

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, to a total of **forty (40)** hours per week, with consecutive days off.

5.03 Standard Work Day

The standard work day 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.

7.04 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 Clause 7.03 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.

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.

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.

Except for these amendments to Clauses 5.02, 5.03, 5.06 and 7.04, all other provisions of the Collective Agreement shall apply.


Signed this 17th day of July, 2019

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 #3

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK FOR OPERATOR 2's AND OPERATOR 3's IN WASTEWATER TREATMENT AND INTERMEDIATE AND SENIOR PLANT OPERATORS IN WATER TREATMENT, WATER SERVICES

This letter confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the extended hours of work for Operator 2's and Operator 3's in the Wastewater Treatment work unit as well as the Intermediate and Senior Plant Operators in the Water Treatment work unit.

During the term of this Agreement, the parties agree to substitute the following Clauses for the respective numbered Clause in the Collective Agreement, for the above-referenced positions:

5.04 12.25 Hour Operations

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 a **six (6)** week period of time, shall average **thirty-eight point seven (38.7)** hours per week.

5.06 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked as per Clause 5.04 of this Letter of Understanding.

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 Clause 7.03 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)** week's 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.

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.

Except for these amendments to Clauses 5.04, 5.06 and 7.04, all other provisions of the Collective Agreement shall apply save and except for **Clause 5.03** Standard Work Day.

The parties agree that this Letter of Understanding is subject to the issuance of an Employment Standards permit, without which the Letter cannot be activated. The date of implementation of this Letter will be the first complete pay period after receipt of said permit. The parties also agree that this Letter expires immediately upon the date notice is received from Employment Standards that the permit is not renewed. Should a permit renewal fail to be granted by Employment Standards, this Letter of Understanding will be null and void upon the expiration date of the Employment Standards permit.

Signed this 17th day of July, 2019.

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 #4

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: JOB SHARING

The parties recognize that, over the term of this Collective Agreement, permanent employees whose bargaining rights are held by C.U.P.E. Local 37 may approach their employing Business Units with proposal(s) to enter into job sharing arrangements.

In this event, it is agreed that The City and C.U.P.E. Local 37 shall reach a job sharing agreement which is consistent with The City's corporate guidelines with respect to job sharing arrangements.

Such job sharing agreement shall be subject to the approval of the membership of C.U.P.E. Local 37 and The City of Calgary.

Signed this 17th day of July, 2019.

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 #5

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: LAYOFF PROCEDURE

During the term of this Agreement, and should it become necessary, The City may be required to layoff permanent employees as per Article 4.00 of the Collective Agreement.

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:

- (1) Schedule employees off on current vacation entitlements, with employee preference being accommodated whenever possible;
- (2) Schedule employees off on banked vacation entitlements;
- (3) Redeploy employees to vacant positions in other work units, and/or Business Units, but within the bargaining unit, subject to required qualifications and ability. Rates of pay shall be based on positions;
- (4) The City shall continue to maintain the sole right to decide whether to staff a vacant position.

Notwithstanding the above, The City and The Union may, by mutual agreement, implement other methods to attain the desired results.

Signed this 17th day of July, 2019.

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 #6

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 Human Resources 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 Sickness and Accident (S&A) benefits and Long Term Disability (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 Municipal Employees Benefit Association of Calgary.

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 Municipal Employees Benefit Association of Calgary.

- 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 Municipal Employees Benefit Association of Calgary.

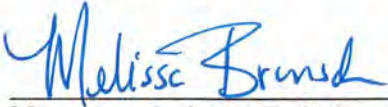
In a), b) and c) above, the elimination period is the **one hundred and five (105)** calendar days following the expiration of the S&A benefit period. Temporary (seasonal) employees with less than **three hundred and sixty-five (365)** days of continuous service are required to serve an elimination period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

This letter shall form part of and continue for the term of this Collective Agreement.

Signed this 17th day of July, 2019.

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 #7

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 Collective Agreement. 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 CUPE Local 37 Collective Agreement 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 Collective Agreement on a "step to step" basis.

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

Signed this 17th day of July, 2019.

FOR 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: NON-STANDARD HOURS OF WORK, EXCLUDING PART-TIME

During the term of this Agreement, and notwithstanding Clause 5.05 of the Collective Agreement, should The City identify a requirement for non-standard hours of work which on a scheduled basis shall average **thirty-eight (38)** hours per week beyond a **six (6)** week period of time, The City shall formally discuss the necessity with The Union Executive. The Union shall be fully informed of all particulars, at least **one (1)** month in advance, prior to any meeting(s).

Labour Relations, Human Resources shall convene a meeting(s) of the parties, to review the needs of the operation, current schedule(s) of work, methods of maintaining the **four (4)** day work week (if applicable), the rationale/necessity for the change to the new schedule(s) of work, review the new non-standard hours of work schedule and any suggested alternatives brought forward by any party. The parties shall reach agreement prior to implementation of any new non-standard hours of work schedules for specified evaluation periods.

Upon the completion of the evaluation period, the parties shall convene to review the impact of such scheduling on the operation.

This letter shall continue for the term of this Collective Agreement.

Signed this 17th day of July, 2019.

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 #9

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: PARKS SEASONAL OPERATIONAL AREAS

It is understood and agreed that all temporary employees within the Parks Work Unit shall be placed into one of **six (6)** operational areas. These operational areas are as follows:

- 1) Centre Division
- 2) Integrated Pest Management (IPM)**
- 3) Parks Operations (North, South, West Divisions, 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 Collective Agreement:

4.25 Layoff

Layoff of temporary employees shall be made on the basis of the least senior in the assigned operational area, shall be the first laid off, taking into account the required qualifications, as per Clause 4.15, 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 4.15, to perform the duties for the positions to be filled.

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 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 operational area. Employees shall have equal opportunity to apply for, and receive such training, in accordance with their work unit seniority within the operational area 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

Only those employees certified as qualified trainers by the work unit, 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:

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

5.08 Schedules of Work

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

5.16 Overtime Distribution

The City agrees that overtime shall be distributed as equally as possible among employees qualified to do the work in the operational area. Such overtime shall be distributed as equally as possible over the season.

For monitoring purposes, The City shall provide The Union with a list of employees and the amount of overtime hours worked by employee on a quarterly basis.

Employee Placement

It is agreed that Parks seasonal employees who meet the minimum qualifications of those available positions, shall be given the opportunity to identify their preferred operational area(s) based on seniority.

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.

Signed this 17th day of July, 2019.

FOR 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 #10

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: MAJOR SNOWFALL EVENT CALL-OUT

This letter shall take effect no sooner than the first snowfall event following the 2019 Summer Operation season and confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the Roads Business Unit wide response to a major snowfall event. The parties agree that this letter shall only be utilized when the Manager of Roads Maintenance determines that an extended response to a major snowfall event is necessary.

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

1. First to employees at the Depots they've been assigned:
 - Central District - Roads Maintenance, Depot 1
 - North West District - Roads Maintenance, Depot 2
 - North West District - Roads Maintenance, Depot 3
 - North East District - Roads Maintenance, Depot 4
 - North East District - Roads Maintenance, Depot 8
 - South West District - Roads Maintenance, Depot 5
 - South West District - Roads Maintenance, Depot 6
 - South East District - Roads Maintenance, Depot 7
 - South East District - Roads Maintenance, Depot 9
2. If call-out at the Depot level has been exhausted, call-out shall be extended to the other depots within the quadrant (NE, NW, SE, SW), where one exists.
3. If call-out within the quadrant has been exhausted, call-out shall be extended to employees assigned to the following Operating Sections in the Roads Business Unit in the following descending order:

1. Business Services Trainers
2. Business Services Shops
3. Roads Plants
4. Bridge Maintenance
5. Roads Concrete
6. Roads Paving
7. 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.

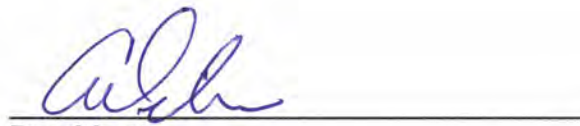
Signed this 17th day of July, 2019

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 #11

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 of Calgary or CUPE Local 37 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 17th day of July, 2019.

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: WCB TOP-UP DURING PERIOD EQUIVALENT TO S&A

When an eligible employee (i.e. an employee who has met the eligibility requirements to qualify for S&A) is waiting to be accepted for WCB payments, he will be eligible for a benefit equivalent to the S&A benefit. WCB payments, when received, will be used to offset this benefit paid while waiting for WCB payments. However, to be entitled to receive this payment, the eligible employee must comply with the provisions of this Letter of Understanding.

When an eligible employee is in receipt of compensation from WCB, from a claim initiated under the employ of The City of Calgary, The City will "top-up" the WCB payment until it is equal to **one hundred percent (100%)** of the eligible employee's gross earnings (at the basic pay rate) for a period equal to the S&A period. The "top-up" payment will be retroactive to the effective date of the WCB claim.

In order to be eligible for the above, WCB payments for loss of wages must be assigned to The City.

Signed this 17th day of July, 2019

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: STUDENT WORK PROGRAM

This letter confirms the understanding between The City of Calgary and CUPE Local 37 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 of Calgary 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.

- Students must be a minimum of **fifteen (15)** years of age in order to participate in this program;
- The rate of pay for these students shall be fifteen (\$15.00) dollars per hour;
- 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 of Calgary. Informal interviews shall be conducted by the area with potential applicants. It is understood that the selection criteria as defined by **Clause 4.15 (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 17th day of July, 2019.

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: USE OF PERSONAL VEHICLE AND/OR TRANSPORTATION OF EQUIPMENT

This letter confirms the understanding between The City of Calgary and C.U.P.E Local 37 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 Maintenance
- Art Centres

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 shall supersede Clause 5.12 (Change in Work Sites) and Clause 5.13 (Transportation) effective the date of ratification.

Signed this 17th day of July, 2019.

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: CITY OF CALGARY VEHICLES FOR STANDBY DUTY

This letter confirms the understanding between The City of Calgary and C.U.P.E Local 37 concerning the use of a City of Calgary vehicle within the Facilities Management work unit, directed to be on Standby. The premiums associated with standby shall be governed as per Clause 5.34 the Collective Agreement.

CUPE Local 37 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 Collective Agreement, 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.

Section 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 5.19 (Call-Outs) shall apply.

Section 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.

Section 3 – Use of City Vehicle

- The expectation is that when directed to be on standby, employees are to bring The City of Calgary 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.

Section 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 is 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.

Section 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 17th day of July, 2019.

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: ROADS SHIFT SPECIFIC 'ON THE JOB' TRAINING

This Letter of Understanding shall supersede Clause 4.36 'On the Job' Training for the Maintenance, Construction and Business Services work unit.

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 those positions whose duties include a training component.

A. Trainees - General

- i. The City shall maintain a system of 'on the job' training as determined by and subject to the needs of the work unit.
- ii. 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.
- iii. 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 seasonal work request forms and assignments and shall be in accordance with Clause 5.08 Schedules of Work. Employees assigned to that shift shall be trained in order of work unit seniority by shift, within the quadrant they've been assigned.

- iv. Once an employee's hours most worked rate of pay (i.e. current years' vacation rate: the pay grade paid for the major period of time during the preceding calendar year PP01-PP26), reaches the next highest pay grade, management shall endeavor to only schedule him 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. Employees shall no longer be afforded an opportunity to decline training.
- v. Management reserves the right to train for the next seasonal rotation (i.e. SNIC, SCU, and Summer Operations), provided the next seasonal shift assignment has been communicated to employees.

B. Trainees – Specialty

- i. Due to the complex nature of tasks and associated training, the following list of skills and equipment shall not be trained in accordance with the principles outlined in subsection A (iii) and (iv):
 - Grader
 - Gradall
 - Sweeper
 - Concrete Finisher
 - Form Setter
 - Paver (backend)
- ii. Based on operational needs management shall post signup sheets for the skills and equipment listed above.
- iii. Employees added to the lists through subsequent signups shall be added below those already on the list by work unit seniority.
- iv. Management shall endeavor to train all employees who have been added to each skill/equipment training list within one year of being added to the list.
- v. Inclusion on these skill/equipment lists, may result in employees not receiving their preferred shift selection, as per Clause 5.08 and does not guarantee work in that job classification.
- vi. In the event that an insufficient number of employees sign up for skills/equipment training, management reserves the right to train permanent employees in reverse order of seniority.

C. Trainers

Only those employees certified as qualified trainers by the work unit, 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:

- 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.

The Maintenance, Construction and Business Services work unit shall keep updated records of training needs by shift and quadrant, seasonal work assignments and employee training eligibility to be shared with The Union at their request.

If either party wishes to terminate this Letter of Understanding, they may do so with sixty (60) days written notice.


Signed this 17th day of July, 2019.

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