

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF CALGARY

AND

C.U.P.E. LOCAL 37

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. All items which do not form part of this Memorandum of Settlement will be considered to be withdrawn. Unless otherwise specified, changes to terms and conditions will be effective as of the date of ratification by both parties.

The Undersigned representatives of the parties do hereby agree to unanimous acceptance, to recommend to their respective principals, the following changes to the 2018 - 2021 Collective Bargaining Agreement between the above-noted parties:

PART A – ITEMS PREVIOUSLY AGREED TO

The parties agree to amend the articles as follows and renumber where necessary.

1.01 Definitions

The following words have an associated definition within the CBA and shall be capitalized.

- A. “Human Resources” or “HR” - the Human Resources Business Unit of The City of Calgary.
- B. “Labour Relations” or “LR” - the Division of the Human Resources Business Unit of The City of Calgary.
- C. “The City” - The Corporation of the City of Calgary.
- D. “The Union” – The Canadian Union of Public Employees Local 37.
- E. “Collective Bargaining Agreement” or “CBA” - this agreement which sets out the terms and conditions of employment.
- F. “Seasonal Employment Office” - the office responsible for seasonal hiring within the Human Resources Business Unit of The City of Calgary
- G. “Sickness and Accident” or “S&A”- short term disability benefit
- H. “MEBAC” - the Municipal Employees’ Benefit Association of Calgary
- I. “LTD” - Long Term Disability

J. "WCB" - Workers Compensation Board

All references to "Labour Relations", "Human Resources", "Collective Agreement", "The Canadian Union of Public Employees Local 37" and "City of Calgary" shall be changed to "LR", "HR", "CBA", "The Union" and "The City" in the Collective Bargaining Agreement.

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.~~

All references to gender in the Collective Bargaining Agreement shall be removed and be gender neutralized.

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.~~

4.42-1.XX 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 Employee Benefit Association of Calgary (MEBAC).

4.39-1.XX Information to The City

It shall be the responsibility of each employee, including any employee on layoff with recall rights, to keep The City informed of their current address, **personal** email address and phone number through Human Resources (403-268-5800). The City ~~wi~~shall provide The Union with such information for active employees, on a monthly basis.

1.XX Electronic Communication

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

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

2.01 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 an electronic link to this Agreement which shall include as an insert~~ **make reference to a membership card. The Union shall be responsible for providing such membership cards to their members.**

2.04 Pay Days

All employees shall be paid on a biweekly basis. Employees **may electronically access** shall receive, ~~by the end of each pay day~~, a statement showing all deductions and adjustments for that period.

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 **to partake in The City's investigation or to** ~~in order to investigate and~~ assist in the settlement of a grievance, taking into consideration operating necessities.

2.10 Discrimination and Harassment

A. The City shall not discriminate against any employee on the basis of race, religious beliefs, colour, gender, mental disability, physical disability, marital status, age, ancestry, place of origin ~~of that person~~, sexual orientation, **gender identity, family status, source of income** or any other protected grounds set out in the Alberta Human Rights Act. The foregoing does not apply with respect to the provisions, limitations, or defenses set out in any applicable legislation.

The City shall **also** not discriminate against any of its employees on account of political beliefs, nor by reason of their membership or activity in The Union.

B. **The City and The Union are committed to improving the workplace by maintaining a work environment free from all forms of harassment.**

The City and The Union shall not tolerate, ignore or condone workplace harassment or retaliation.

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

~~2.11 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 Investigations and Discipline

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

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

2.16 Proper Accommodation Communal Facilities Access

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

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

2.26 Copies of the Agreement

The City shall post an electronic copy of the Collective Agreement on both its internal and external website. 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.

3.03 Filing Time Limit

- a) Grievances not submitted within ten (10) working days after the circumstances giving rise to such grievances occurred or should reasonably have been known, shall not be considered.
- b) **The time limits as set out in Clause 3.09 Grievance Procedure Steps may be extended by any longer period which is mutually agreed by the parties. Conversely, if time limits are not adhered to, either party may proceed to the next step.**
- c) **Steps 1, 2 and/or 3 may be by-passed if mutually agreed by the Union and Labour Relations.**

1.13 3.XX Pay Rate Decision Rating Appeal Grievance

~~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.~~

A rating appeal grievance, shall be subject to an informal grievance meeting, in accordance with Clause 3.XX. The Union Executive Representative and/or the CUPE National Representative, and representatives from Human Resources shall attend the meeting.

~~If a resolution cannot be achieved is not reached at a pre-grievance hearing; the grievance shall be advanced forwarded within five (5) working days of the pre-grievance hearing to the Manager of Total Rewards as for a Step One (1) hearing and if still unresolved, may be advanced to the Chief Human Resources Officer, as Step Two (2) of the Grievance Procedure, in accordance with Clause 3.09.~~

3.XX Informal Grievance Meeting

Once a grievance has been filed, in accordance with Clause 3.03, the City or The Union may request a meeting with the intention of resolving the dispute prior to advancing the grievance through the formal procedure. Such informal meeting shall at minimum include a Union Executive Representative and/or the CUPE National Representative, and HR representative(s).

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

Informal grievance meetings are voluntary, with the exception of grievances arising from rating appeals. In such cases, an informal grievance meeting is considered mandatory ahead of advancing the dispute to a Step one (1) hearing.

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 3.XX General (or Policy) Grievance

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

~~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. specific to a Business Unit arises, the grievance shall be filed at Step two (2) with the applicable Business Unit Director.~~

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

The scheduling, response and advancement timelines for policy grievances shall be administered as per the procedure in Clause 3.09 Grievance Procedure Steps.

3.09 Grievance Procedure Steps

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

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

A. (1) Step One

~~The Job Steward, a~~ **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~~ **contact The Union to arrange a step one (1) hearing** the grievance within a **mutually agreeable timeframe. five (5) working days of receipt of the request.** A written response ~~wi~~shall be provided to ~~T~~the Union ~~presenter~~ within five (5) working days of the hearing;

B. (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 **applicable** Director or ~~his/her~~ **their** designate, who shall ~~hear the grievance within five (5) working days of receipt of the request,~~ **contact the Union to arrange a step two (2) hearing within a mutually agreeable timeframe.** A written response shall be provided to the ~~presenter~~ **Union** within five (5) working days of the hearing.

C. (3) Step Three

Within five (5) working days of receipt of the response, The Union Executive Representative or the CUPE National Representative may **submit advance** a grievance arising from a termination or a policy grievance to the applicable General Manager, **or their designate**, who shall ~~hear the grievance within ten (10)~~ **five (5)** working days of receipt of the request, **contact The Union to arrange a step three (3) hearing within a mutually agreeable timeframe**. A written response shall be provided to the presenter **Union** within ten (10) working days of the hearing.

D. (4) Arbitration

If the decision of the Director at Step **two (2)**, or of the General Manager at Step **three (3)**, is not acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within thirty (30) days after receipt of the decision for final and binding settlement on all parties. Either of the parties may notify the other party in writing of its desire to submit the difference as per Clause 3.04 to arbitration, and the notice shall contain a statement of that difference and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

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

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

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

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

The above time limits may be extended by mutual agreement.

3.XX City Initiated Grievance

From time to time, The City may also file grievances with the Union. In such cases, grievances shall be filed by Labour Relations to a Union Executive Representative, within the time limits set out in Clause 3.03. The grievance shall provide a detailed explanation of such violation, including the remedy being sought.

The Union, where necessary, shall make contact Labour Relations within five (5) days of receipt of the grievance, to arrange a meeting between the parties, to discuss the dispute within a mutually agreeable timeframe. If no meeting is scheduled within five (5) days of the grievance having been filed, or if resolution cannot be achieved within five (5) days of the meeting having taken place; The City shall advance the grievance to Arbitration within the timelines set out in Clause 3.09 (D).

3.11 Employee Attendance at Hearings

~~As the Union has carriage of the grievance, All employee(s) an aggrieved (or as may be agreed to by the parties) employee shall have the right to be present at all~~ **be permitted, but shall not be required to attend all** steps of the Grievance Procedure ~~and. If grievance hearings are held during their the employee's scheduled working hours, they shall suffer no loss of pay to attend the hearing. Where possible, management will shall endeavour to schedule grievance hearings during the employee's normal working hours and shall invite the employee to the scheduled hearing.~~

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

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

~~3.13 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.~~

4.02 Permanent Part-Time Employee

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

~~4.034.XX Certification Change and Seniority~~

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

Any employee in The City service, who is reassigned to this bargaining unit as a result of mutual agreement between The City and The Union or as a result of ~~the~~ a decision of the Labour Relations Board, ~~shall have his entire continuous City service recognized for the purpose of establishing a seniority date shall have their seniority date negotiated between the parties.~~

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

4.13 Seniority

- A. Seniority is defined as the length accumulation of service time, subject to Clause 4.31XX, within the work unit, as per Clause 4.44XX.**

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

- B. An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed thirty (30) consecutive days, except as specified in Article 6.00, and as per Clause 3.XX.**
- C. When a temporary employee is laid off, their seniority end date shall be adjusted to the Sunday of the calendar week in which their layoff came into effect.**

4.14-XX Work Units

Effective the later of either ratification or the date of the realignment implementation, the following shall apply:

~~Utilities and Environmental Protection~~ **Operational Services**

- 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
- 1.5) ~~Supply Management~~ **Warehousing and Inventory**
- 1.6) Fleet Services
- 1.7) Facility Management
- 1.8) Calgary Parks and Open Spaces
- 1.9) Golf Courses
- 1.10) **Mobility Maintenance, Materials and Surface Restoration, Construction and Support Services Service Design**
- 1.11) ~~Traffic Field~~ **Mobility Operations**

~~The Deputy City Manager's Department~~

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

People, Innovation & Collaboration Services (PICS)

- 2.1) Corporate Security and Safety**

~~Community Services~~

- ~~3.1) Calgary Parks~~
- ~~3.2) Golf Courses~~
- 3.1) Aquatics and Fitness Centres; Leisure Centres Aquatics; Boat Patrol**

- 3.2) Arenas/ Athletic Parks, Leisure Centre Arenas and ~~Soccer Centers Maintenance~~
- 3.3) ~~Arts and Culture Centres~~
- 3.4) **Calgary Zoo Animal Care**
- 3.5) **Calgary Community Standards**
- 3.6) **Calgary Housing**
- ~~3.12) Calgary Fire~~

Calgary Police Service (CPS)

- 4.1) ~~Calgary Police Service~~ **CPS Support Section**
- 4.2) ~~Calgary Police Service~~ **CPS Facilities Section**
- 4.3) ~~Calgary Police Service~~ **CPS Fleet Section**

~~Transportation~~

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

Planning and Development Services

- 5.1) ~~Calgary Building Services~~ **Development, Business and Building Services**

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 **minimum** period of ~~eight (8)~~ **seven (7)** calendar days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

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

4.18 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

When posting a position, A vacancy shall be filled in accordance with the principle of Clause 4.15, with first consideration shall be 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. All positions shall be filled in accordance with the principles of Clause 4.15.

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.

4.23 Relief or Temporary Assignments

- A. When an employee accepts a relief/temporary assignment within their work unit or in CUPE Local 709, such employee shall retain all past and accruing seniority. Such employee may be required by The City to return, except for disciplinary reasons, to ~~his~~ **their** former work unit, to ~~his~~ **their** base position/the highest position previously worked based on qualifications.
- B. When a permanent employee accepts a temporary assignment outside ~~his~~ **their** 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~~ **their** base position or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in ~~his~~ **their** base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.
- C. When a permanent employee accepts a temporary assignment outside 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~~ **their** base position or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in 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.
- D. **An employee who is serving a probationary period as set out in Clause 4.XX, or trial period as set out in Clause 4.XX, shall not be permitted to participate or accept any relief/temporary assignment until their probationary/trial period has been concluded.**

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

4.32 — 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.~~

4.35 — 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.~~

4.38 Notice of Recall

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

~~Upon ratification,~~ Employees **previously identified as not having** 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 **personal** email address that has been provided to Human Resources.

4.41XX Permission to Rest Recall Rights for Definite Period

Upon making written application **to the City**, an employee may be granted permission to rest **their** recall rights for an agreed period, not to exceed twelve (12) months **from the date of their last layoff**. The application ~~must~~ **shall** be approved by **The City's designated contact** ~~either a Corporate Health Consultant, or the Seasonal Employment Coordinator of~~ **in** Human Resources. The Union and the employee ~~are to~~ **shall** be informed, in writing, of the decision. Other terms and conditions of recall to the next available position to be filled shall apply on expiration of the agreed term.

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this Agreement, shall **either** 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~~ **with consecutive days off, totalling thirty-eight (38) hours per week; or,**
- **twelve (12) hours per day, on a scheduled basis in which over six (6) weeks, shall average thirty-eight (38) hours per week, with consecutive days off.**

5.04 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) weeks or less period of time, average thirty-eight (38) hours per week, with consecutive days off.~~

5.06 Overtime Entitlement

Callouts, scheduled overtime, and extensions to scheduled standard hours of work, shall be defined as overtime.

Full-time ~~E~~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 their ~~non-standard weekly average~~ **scheduled average** thirty-eight (38) hours **work week**.

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

5.07 Rest Periods

- A. All full-time employees, ~~as per Clause 5.02,~~ **who work a shift less than ten (10) hours,** shall be ~~permitted~~ **given** a twenty (20) minute **paid** rest period, in the first and second half of their shift.
- B. All full-time employees, ~~as per Clause 5.04,~~ **who work a ten (10) hour or twelve (12) hour shift,** shall be ~~permitted~~ **given** a thirty (30) minute **paid** rest period in the first and second half of their shift, or three **(3)** twenty (20) minute **paid** breaks during their complete shift.
- C. All part-time employees, ~~working more than~~ **who work a shift of four (4) hours shift but less than five (5),** shall be ~~permitted~~ **given** a twenty (20) minute **paid** rest period of, ~~at least once per four (4) hours worked,~~ **assigned by The City.**
- D. **All part-time employees, who work a shift of five (5) hours or more, shall be given a thirty (30) minute paid rest period, once every five (5) hours worked, assigned by The City.**
- E. **Full-time employees working overtime resulting from an extension of shift, shall be permitted a thirty (30) minute paid rest period, to be taken no later than four (4) hours from their last rest period. Such rest periods shall be deemed part of the overtime hours worked.**
- F. **Employees called in for overtime shall receive a paid thirty (30) minute break upon completion of each four (4) hours worked.**

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

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

5.10XX 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.~~

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

5.14 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.~~

5.16 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 day following the first pay day 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~~ **Operational Services**

Waste and Recycling Services:

1. District 1 ~~Spy Hill~~ **Residential** Collection
2. District 2 ~~and 4 East Calgary~~ **Residential** Collection
3. District 3 ~~Shepard~~ **Residential** Collection
4. District 5 ~~Resource Recovery Operations/Programs~~
5. District 6 **Commercial** Collections ~~Support~~
6. ~~District 4~~ Spy Hill Waste Management Facility
7. ~~District 2~~ East Calgary Waste Management Facility
8. ~~District 3~~ Shepard Waste Management Facility
9. ~~District 4~~ Commercial Collections Operations

~~Water Resources (Facility Operations Customer and Strategic Services) and Water Services (Field Operations):~~

10. **Water Services – Customer and Business Support – Meters**
11. ~~Construction Services~~ **Drinking Water Distribution – Repair and Maintenance**
12. ~~Asset Operations~~ **Drinking Water Distribution – Operations and Maintenance**

- 13. ~~Asset Assessment~~ **Wastewater & Stormwater Collection – Stormwater Operations and Maintenance/ Lift Stations**
- 14. ~~Asset Maintenance~~ **Wastewater & Stormwater Collection – Wastewater Repair**
- 15. ~~Facility Operations~~ **Wastewater & Stormwater Collection – Wastewater Operations and Maintenance**
- 16. **Operational Services – Frontline Operational Support**

Wastewater Treatment:

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

Wastewater Treatment:

- 20. Operations
- 21. Maintenance

~~The Deputy City Manager's Department~~

~~24. Facility Operations~~ **Management**

- 22. **Zone 1 – North West**
- 23. **Zone 2 – North East**
- 24. **Zone 3 – Center**
- 25. **Zone 4 – South West**
- 26. **Zone 5 – South East**

~~Fleet and Inventory Services:~~

- 207. ~~Supply Management~~ **Warehousing and Inventory**
- 228. Fleet Services – Fleet Maintenance (Manchester)
- 239. Fleet Services – Fleet Maintenance (Satellites)
- 2430. Fleet Services – ~~Fleet Operations~~ **Fabrication and Welding (Manchester)**
- 31. **Fleet Services – Body Shop (Manchester)**
- 32. **Fleet Safety and Training**

~~Calgary Parks and Open Spaces:~~

- 2533. Water Management
- 2634. Infrastructure – **by region:**
 - a. **North & East**
 - b. **West**
 - c. **South**
- 27. ~~Pathways~~
- 2835. Integrated Pest Management
- 2936. Urban Forestry – **by region:**
 - a. **North**
 - b. **South**
 - c. **Nursery Planting**
- 307. ~~Northeast Division~~ **Zone 1**
- 348. ~~South Division~~ **Zone 2**
- 329. ~~Center Division~~ **Zone 3**
- 3340. ~~Northwest Division~~ **Zone 4**
- 41. **Zone 5**

- 42. Zone 6
- 43. Zone 7
- 44. Zone 8
- 45. Zone 9
- 46. Cemeteries
- 47. 37 Golf Courses

Mobility Maintenance, Materials and Surface Restoration, Construction and Support Services Service Design

- 478. Central District - ~~Roads~~ Maintenance, Depot 1
- 489. North West District - ~~Roads~~ Maintenance, Depot 2,
- 4950. North West District - ~~Roads~~ Maintenance, Depot 3,
- 591. North East District - ~~Roads~~ Maintenance, Depot 4
- 542. North East District - ~~Roads~~ Maintenance, Depot 8
- 523. South West District - ~~Roads~~ Maintenance, Depot 5
- 534. South West District - ~~Roads~~ Maintenance, Depot 6
- 545. South East District - ~~Roads~~ Maintenance, Depot 7
- 556. South East District - ~~Roads~~ Maintenance, Depot 9
- 567. ~~Roads~~ Material Plants
- 578. ~~Roads~~ Concrete
- 589. ~~Roads~~ Paving
- 60. 60 Bridge Maintenance
- 621. ~~Business Services~~ Shops
- 63. ~~Business Services~~ Trainers

Traffic Field Mobility Operations

- 5962. Traffic Operations
- 643. Traffic Sign Shop

People, Innovation & Collaboration Services (PICS)

64. Corporate Security and Safety

Community Services

~~Calgary Housing~~

- 65. 34. Calgary Housing – Asset Management
- 66. 35. Calgary Housing – Operations

67. 36. Calgary Community Standards

~~Calgary Recreation~~

- 68. 38 Aquatics and Fitness Centres, Leisure Centres **Aquatics**, and Boat Patrol
- 69. 39 Arenas/Athletic Parks and Leisure Centre Arenas
- 70. 40 Leisure Centre Maintenance **Soccer Centers**
- 71. 41 Arts and Culture Centres
- 72. 42 Zoo Animal Care

Calgary Police Service (CPS)

- 73. 43 Calgary Police Service **CPS** Facilities Section
- 74. 44 Calgary Police Service **CPS** Fleet Section
- 75. 45 Calgary Police Service **CPS** Support Section

Calgary Fire
46. Calgary Fire

Planning and Development Services

76. ~~64~~ Calgary Building Services Development, Business and Building Services

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.~~

5.25 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~~ **applicable** hourly rate of pay for the assigned positions.

6.06 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the Exempt Supervisor, at least **four (4) weeks** ~~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.

6.09 Bereavement Leave

~~When death occurs in an employee's immediate family the employee, Upon request, shall be excused for seven (7) consecutive calendar days, either immediately following a death or to attend funeral services at an established later date, employees shall be entitled to bereavement leave as follows:~~

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

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

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

- Parent-in-law or step parent-in-law;
- ~~son-in-law or daughter-in-law~~ **child-in-law**;
- grandparent-in-law or step grandparent-in-law;
- brother-in-law, step brother-in-law or sister-in-law, step sister-in-law;

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

The City may request supporting documentation for such losses and such requests shall ~~such leave will~~ not be unreasonably denied. ~~Should~~ ~~When~~ an employee qualifies for bereavement leave during ~~his~~ **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option

6.11 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. **The City may request supporting documentation for such loss.**

6.XX Self-Funded Leave

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

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

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 **separation from The City (i.e., termination, resignation, retirement, loss of recall or failure to return from leave), layoff or discharge from The City.** **Service shall be adjusted for periods of layoff where the employee retains recall rights.**

7.02 Re-engagement ~~Rehiring~~ of Former Employees

~~When~~ an employee leaves The City's service or is dismissed for cause and is later re-engaged ~~hired~~, ~~his~~ ~~their~~ service shall ~~date~~ **commence** from the date of rehire ~~engagement~~.

7.053 Prorated Vacation Entitlement

In order to establish a ~~standard common~~ January 1 vacation ~~credit base~~ date in accordance with **Clause 7.04** ~~for employees hired after January 1, 1970~~, employees shall be entitled to a prorated vacation entitlement for their partial first year of service, based on the date of hire/rehire to December 31 of that year. ~~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.~~ **Thereafter vacation entitlements shall be in accordance with Clause 7.05.**

7.13 Statutory Holiday Pay During Absence From Work

- (A) If during a period of approved medical leave (S&A, LTD or WCB), a Statutory Holiday occurs on the employees regular working day, the employee shall receive only the sick leave pay for which they ~~is~~ **are** eligible.
- (B) For a period not to exceed twelve (12) months, where a Statutory Holiday falls on a ~~scheduled~~ **regular** day off of an employee on paid sick leave (S&A, WCB, LTD), they will receive a banked lieu day.
- (C) For a period not to exceed twelve (12) months, where a Statutory Holiday falls on a day that otherwise would have been considered a regular day off for an employee on on maternity leave, parental leave, adoption leave, and family leave, they shall be credited with a banked lieu day.

The ~~scheduled~~ **regular** day off will be determined ~~from~~ **by** the employee's work schedule pre-disability ~~or prior to the leave work schedule. Such lieu time and will be subject to payout shall be taken as time off no later than the end should they not be taken as time off by the end of the subsequent calendar year, in which they were earned, or shall be paid out no later than pay period three (3) of the following year.~~

~~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.~~

SCHEDULE E: SUPPLEMENTATION OF COMPENSATION

Preamble

In the event that ~~2. Where~~ an eligible employee (i.e. one who meets the MEBAC eligibility requirements and who is an LAPP member) is totally disabled or killed in a result of an accident arising directly out of the course and in the scope of their employment with The City, of Calgary this Supplementation of Compensation (SOC) provision shall be applied as outlined in this Schedule, provided that the employee's total disability or death was not the result of 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 (unless the cause of the employee's disability or death is accepted as a work-related psychological or psychiatric injury by the WCB).

The purpose of SOC is to:

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

1.00 Calculation of SOC Payments

1. ~~(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;~~

1.01 ~~(e)~~ **For the purposes of SOC, "regular basic pay" "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 **and the regular hours worked** 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. **Service pay is also included. Non-standard payments such as premiums, allowances or overtime are not included in the calculation.** ~~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 CBA; less~~

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

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

1.04 **The SOC payment to a dependent child or children shall be subject to mandatory statutory deductions, extended health care and dental premiums and any other deductions agreed upon by The City and The Union. Mandatory statutory deductions will be based on the exemptions of the child or children.**

1.05 **If the employee occupied a classification or position in which they would have progressed to a higher rate of pay only by time in the classification or position, the**

regular, biweekly basic pay replacement shall be recalculated when appropriate to reflect the higher rate of pay.

1.06 The SOC payment set out in Section 4.00 will be recalculated to reflect any economic salary changes negotiated from time to time in accordance with the CBA provided however that the SOC payment will never be less than what the employee was receiving at the time of their total disability or death.

- (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.~~

2.00 Offset of SOC

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

3.00 Alternate Settlement

Labour Relations and The Union, representing the eligible spouse or child/children of an employee who has been killed, may agree to a lump sum payment of three times (3x) the employee's regular, annual salary in lieu of ongoing SOC payments as per subsections 4.02, 4.03 and Section 5 of this Schedule.

4.00 Death in the Course and Scope of Employment

- 4.01** ~~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. in the course and scope of their employment, SOC payments will be paid to their surviving spouse.~~

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

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

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

- 4.03 If the employee had no spouse at the time of their death but is survived by a 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), **will be entitled to a regular biweekly a-sum basic pay replacement** 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. **amount calculated in accordance with subsection 1.04. (b) Where the employee leaves surviving him. If there are more than four (4) dependent children, the total sum not to exceed of up to 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 the children in fixed, equal shares.****

(c) The sum payable by The City pursuant to this Article shall be paid by The City. The payment to each child shall continue as long as that child of the employee remains a dependent. A dependent child of the employee includes a child, whether born before or after the employee's death, a legally adopted child, or any child to whom the employee stood *in loco parentis*. A child is recognized as a dependent if, at the time of the employee's death, they are:

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

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

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

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

~~5. 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.~~

5.00 Replication of Pension

5.01 At the time the employee is killed in the course and scope of their employment, the surviving spouse or child/children may be entitled to a lump sum payment, or a regular pension, from the LAPP which is based on the years of service and final average salary the employee had with the LAPP at the time of their death. These entitlements are established in the plan text of the LAPP.

5.02 The payment referenced in Section 5.01 provides compensation for the employee's service between the date the employee began to participate in the LAPP as a City employee and the date of death. The City recognizes that, had the employee not been killed in the course and scope of their employment, they would have contributed to the LAPP until they eligible to retire to an unreduced pension.

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

Mandatory statutory deductions shall be taken from such payments.

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

The purpose of the actuarial calculation will be to determine:

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

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

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

- ~~6. 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.~~

6.00 Total Disability of an Employee

6.01 In the event an employee is totally disabled, and their disability is recognized by the WCB to have resulted from their employment, they shall be eligible for SOC.

6.02 "Totally disabled" means suffering from a severe and prolonged mental or physical disability and for these purposes:

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

(ii) a prolonged, total disability is one which is likely to be long, continued and of indefinite duration or is likely to result in death.

6.03 On an employee's behalf, The Union shall provide Labour Relations, Human Resources, with medical information from the employee's treating physician(s) to establish a claim under the SOC plan on the basis of being totally disabled as a result of an occupational injury. If the claim is not accepted by Labour Relations, the decision regarding eligibility will be submitted to an independent medical practitioner who specializes in the field of medicine relating to the disability experienced by the employee for a final and binding decision. If The Union and The City cannot agree on an independent medical practitioner, either party can refer the matter to arbitration in accordance with Article 3 of the CBA.

6.04 The regular, biweekly basic pay replacement shall continue until such time as the employee dies or the earlier of:

- (a) ~~9. On the date that the employee is eligible to retire to an unreduced pension 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 the earliest; 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.~~ or
- (b) the date on which the employee recovers and is capable of being self-employed or employed by The City, or another employer, at a rate equal to, or in excess of their regular, biweekly basic pay replacement.

~~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~~

6.05 The regular, biweekly basic pay replacement will be adjusted in the event the employee partially recovers and The City finds alternate employment which the employee is capable of performing, with The City. In such case, the rate paid by The City will be deducted from their regular, biweekly basic pay replacement.

~~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.~~

6.06 ~~12. A totally 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%) or more of his their annual full pay, regular basic pay from work performed for an employer other than employment with The City without any a reduction in their regular 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., biweekly basic pay replacement. Any earnings of twenty percent (20%) will be deducted from their regular, biweekly basic pay replacement.~~

7.00 Administration

7.01 ~~13. The provisions~~ **The interpretation and amendment** of this Schedule shall be administered ~~by is~~ **the responsibility of the Labour Relations Division, Human Resources.**

7.02 **The administration of this Schedule is the responsibility of the Pay and Client Services Division, Human Resources.**

7.03 ~~14. Affidavits~~ **Documentation** in a form and containing information as ~~may be prescribed~~ **required** by The City shall be ~~filed~~ **provided** annually ~~with and~~ on a date specified by Human Resources **of The City** by ~~the following persons:~~

- (a) **a surviving spouse** ~~widow, widowers, or common-law spouse;~~
- (b) **the** guardians of dependent children under the age of eighteen (18) years;
- (c) **a dependent child** ~~children~~ over eighteen (18) years of age;
- (d) **a disabled employees or their legal designate.**

~~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.~~

LETTERS OF UNDERSTANDING

The parties have agreed to renew the following Letters of Understanding without amendment:

- RE: Leaves of Absence – Medical Reasons
- RE: Market Affected Positions and out of Schedule Rates of Pay
- RE: Supply Management Services Integration Agreement

The parties have agreed to renew the following Letters of Understanding with amendments:

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;
- These students shall be **remunerated at the minimum wage rate as set out in the Employment Standards Code Regulations;**
- The hours of work shall be considered on an individual basis and keeping in mind operational requirements, but in no case shall a student work in excess of thirty-eight (38) hours per week;
- It is understood that students shall not be eligible for overtime;
- Careers The Next Generation through the Calgary Board of Education or the Calgary Catholic Separate School District shall send a list of qualified applicants to The City 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.

RE: WCB ADMINISTRATION AND TOP-UP

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

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

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

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

RE: CPS MOTORCYCLE MECHANIC APPRENTICESHIP PROGRAM – FLEET SECTION

General

This letter confirms the understanding between The City of Calgary and CUPE Local 37 with respect to the Motorcycle Mechanic Apprenticeship Program.

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

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

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

Selection and Participation

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

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

During the term of this Agreement, the following Clauses shall be substituted for the respective numbered Clause in the **CBA**:

5.27 Apprentices

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

One (1) failure shall be allowed per level. A participating employee who wishes to withdraw from the Motorcycle Mechanic Apprenticeship Program may do so on their own accord. Participating employees who have more than one (1) failure per level or more than two (2) failures during the program shall be removed from the program.

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

5.28 Pay During Apprenticeship

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

Rates of Pay

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

RE: PILOT WATER OPERATORS CERTIFICATION STRATEGY

This letter confirms the understanding between The City of Calgary and CUPE Local 37 concerning Level III certifications within the Water Services (Field Operations) Work Unit.

General

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

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

Eligibility and Selection

As the need arises, management shall make the opportunity to achieve the Level III certification known to all employees within the work unit.

Employees shall be eligible to apply for this program provided they hold a Level II certification and occupy a permanent Lift Station Pump Operator position or an Intermediate or Senior Operator position.

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

Program Commitments

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

The City shall assume the cost of the course and exam fees as well as assuming the cost for any required course material. Participating employees shall be expected to complete their coursework on their own time, except for any CEU eligible courses delivered or hosted by The City. In such case, Clause 4.36 "On the Job Training" referenced in the **Water Services - Field Operations** Letter of Understanding shall apply.

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

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

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

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

This letter confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the movement of seasonal employee(s) from the Waste & Recycling Services (WRS) work unit into the **Mobility Maintenance, Materials and Surface Restoration, and Services Design** work unit (**Mobility**) to fill seasonal Driver Operator Labourer positions during the winter snow and ice control (SNIC) season.

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

1. The City shall offer qualified temporary/seasonal employee(s), who have been identified for layoff within the WRS work unit, the ability to fill SNIC seasonal opportunities. In order to qualify, the participating employee(s) must possess a Class 3 driver's licence with Q endorsement and must successfully complete the required **Mobility** training.
2. SNIC seasonal opportunities shall first be offered to WRS employee(s) identified for layoff, who have obtained recall rights in **Mobility**. These employee(s) shall be offered the opportunity in order of their **Mobility** work unit seniority. If opportunities remain available, they shall then be offered to qualified employee(s) (in accordance with subsection 1), based on their WRS work unit seniority.
3. **Mobility** management shall identify the number of positions required for the SNIC season, based on the needs of the work unit. Eligible employee(s), as per subsection 1, shall be required to identify their interest and respond to the seasonal opportunity deadline set by **Mobility** management. Any responses received after the deadline shall not be considered.
4. Participating employee(s) shall be scheduled to work standard hours of work in accordance with Clause 5.02 of the **CBA**.
5. Participating employee(s) shall be remunerated at the Driver Operator Labour 1-3 rates of pay, based on the work they have been assigned, in accordance with Schedule B.
6. In accordance with Clauses 4.13 and 4.32 of the **CBA**, participating employee(s) shall only accrue seniority in the work unit they are actively working in. Participating WRS employees' work unit seniority shall be adjusted for the time spent working in **Mobility**.
7. Provisional positions only become available after twenty-four (24) months of continuous full-time work in a work unit as per Clause 4.09, therefore the time towards provisional status shall restart with every move between work units and recall after a period of layoff.
8. Participating employee(s) who have achieved recall rights in WRS, shall have their WRS recall rights maintained in the WRS work unit, as per Clause 4.26 of the **CBA** for the duration of twelve (12) months from the date of layoff or transfer, in accordance with Clause 4.31. The date of transfer to **Mobility** shall be used as their work unit seniority end date, in lieu of a layoff date.
9. Recall lists for the **Mobility** and WRS work units shall include both participants and non-participants. Copies of layoff and recall lists shall be forwarded to the Union, as per Clause 4.37.

10. A list of participating employee(s) shall be provided to the Seasonal Employment Office (SEO), which shall include the participants' names and seniority end dates. The SEO shall be responsible for ensuring the order of recall is maintained by work unit seniority and that recall packages are sent out to all eligible employee(s) who have obtained recall rights in the work unit, as per Clause 4.38.

11. All participating employee(s) shall transfer back to WRS, in lieu of being recalled (as per Clause 4.38), at the beginning of the WRS season based on their WRS seniority. Transfers shall be subject to WRS's operational need to recall staff.

If there is no available work in WRS based on their work unit seniority, to be transferred back to and no remaining work in **Mobility**, participating employee(s) shall be laid off from **Mobility** but shall retain recall rights have achieved in either work unit and shall be eligible for recall for a period of twelve (12) months from the date of layoff or transfer in the respective work unit as per Clause 4.31.

12. In the event that **Mobility** requires seasonal staff over and above those provided for in this program, **Mobility** reserves the right to post any remaining seasonal positions.

Notwithstanding subsection eleven (11), if **Mobility** decides to increase its workforce, participating employees with recall rights in **Mobility** shall be provided an opportunity to remain in **Mobility**. If such participating employee(s) are not transferred back to WRS, they shall be waiving any recall rights they may have previously earned in WRS.

13. Should a participating employee either choose or be required to leave **Mobility** prior to the end of the season, for **any** reason other than a **protected ground**, they shall **forefit any recall rights which have been earned in the Mobility work unit.**

In such case the employee shall retain their recall rights to the WRS work unit (where applicable), based on their WRS recall date, as per subsection eight (8), provided they were not terminated for cause.

14. Vacation entitlements and the calculation of vacation pay shall be in accordance with Clauses 7.04 and 7.08 respectively.

15. As participating employee(s) shall be transferring between work units with no break in service, their leave plan balances, and service-related entitlements shall be deemed continuous.

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

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

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

RE: WATER SERVICES – FIELD OPERATIONS

This Letter of Understanding applies to all employees in the Water Services (Field Operations) work unit. The parties agree to substitute this Letter for the respective numbered Clauses in the Collective Agreement for the duration of this Agreement.

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

Divisions

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

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

To maintain staffing efficiencies, all employees within the Work Unit shall be assigned to an Operating Section as set out in Clause 5.16 in this Letter of Understanding.

It is understood that employees shall only be afforded access to relief or temporary assignments as defined by Clause 4.23 of the Collective Agreement, within the Operating Section they've been assigned. Additionally, shift selection and training shall also be limited to the employee's assigned Operating Section.

4.36 'On the Job' Training

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

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

A. Trainees

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

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

B. Trainers

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

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

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

5.08 Schedules of Work

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

5.16 Overtime Distribution

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

Such overtime shall be distributed as equitably as possible over the twelve (12) month period, commencing **the day following** the first pay **day** in April of each year. It is understood that management cannot reasonably distribute overtime equitably for employees who are directed to be on standby, decline call-out or who move between operating sections within the twelve (12) month period.

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

C. Notwithstanding **subsection A**, in the event that there are insufficient available and qualified employees to complete overtime work in an Operating Section, management reserves the right to allocate overtime to qualified employees outside the operating section in the following order:

- i. Employees in another Operating Section within the Division,
- ii. Employees across Divisions.

It is understood that where overtime is required due to a job continuation, management reserves the right to offer overtime to employees who commenced the job which necessitated the overtime requirement. This would apply to situations where specific knowledge and/or skills are required from the previous crew to complete the job.

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

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

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

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 **Soccer Centre**
- **Arts and Culture**

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

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

It is understood and agreed that this Letter of Understanding shall supersede Clause 5.12 (Change in Work Sites) and Clause 5.13 (Transportation).

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

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 Facility Management work unit, directed to be on Standby. The premiums associated with standby shall be governed by 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.

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.

2. Administrative Requirements

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

3. Use of City Vehicle

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

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.

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.

The parties have agreed to include the following NEW Letters of Understanding:

RE: FLEET 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 Fleet Services Integration Agreement. This shall be addressed through a negotiated process which includes Local 583 of the Amalgamated Transit Union and Local 709 of the Canadian Union of Public Employees.

RE: PATHWAYS SENIORITY INTEGRATION

This letter confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the transfer of employees between work units and their seniority rights as a result of the Corporate Realignment.

- A. The positions and incumbents referenced in Appendix A of this letter, shall be transferred from the Parks and Open Spaces work unit, to the Mobility Maintenance, Materials and Surface Restoration, and Service Design work unit effective a future date to be established and communicated by The City.
- B. Employees moving from the Parks and Open Spaces work unit to the Mobility Maintenance, Materials and Surface Restoration, and Service Design work unit, shall have their seniority unadjusted, and the resulting blended seniority list shall be one that incorporates the new and existing employees within the Mobility Maintenance, Materials and Surface Restoration, and Service Design work unit, listed in order of seniority. Seniority tie breakers shall be based on employee payroll number in descending order, as per Clause 4.13 of the CBA.
- C. Notwithstanding their movement to Mobility outlined in B, these employees shall have their work unit seniority dual tracked in both the Parks and Open Spaces work unit and the Mobility Maintenance, Materials and Surface Restoration, and Service Design work unit, for the duration of the term of this CBA.

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

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

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

Eligibility

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

Application

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

Leave Parameters

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

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

Seniority shall be adjusted for the leave of absence.

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

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

The City may terminate this Letter of Understanding with ninety (90) days written notice and revert to the terms of the CBA.

PART B – OUTSTANDING ITEMS

Following sign-off, items in Part B and C shall be considered agreed to and form part of the settlement.

Retirement Allowance Ending – At the combined Meeting of Council held on December 17, 2019, City Council made the decision to end the Retirement Allowance which will go into effect on the date of ratification of a new collective agreement.

1.05 Term of Agreement

This Agreement shall be in full force and effect as of January 6, 2018 ~~4, 2021~~ and shall continue in full force and effect to ~~January 3, 2021~~ **December 31, 2023**, and from year to year thereafter, except as hereinafter provided.

4.43 ~~1.XX~~ 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 Text~~, or the terms and conditions of the successor plan.

3.XX Calgary Police Service Grievances (New)

Grievances arising at the Calgary Police Service shall be heard in accordance with the terms set out in Clause 3.09, by the individuals holding the following positions:

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

4.24 Notice of Layoff

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

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

4.25 Position Elimination and Layoff

- (A) In the event of an encumbered position elimination, management shall reassign the impacted permanent employee(s) to a vacant position within the work unit, in order of seniority without promotion, taking into account the required qualifications, as per Clause 4.15, to satisfactorily perform the work available. The City shall continue to maintain the sole right to decide whether to staff a vacant position.

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

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

No permanent employee shall be laid off while temporary employees, and probationary employees remain actively employed in the work unit, however taking into account the required qualifications to satisfactorily perform the work available in the work unit (as per Clause 4.15).

- (C) Layoff of temporary employees shall be made on the basis of the least senior in the work unit shall be the first laid off, taking into account the required qualifications, as per Clause 4.15, to satisfactorily perform the work available in the work unit (as per Clause 4.15).

~~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 XX Recall Rights

- A. Employees laid off after completing an initial period of four (4) or more month's work in a continuous period of service in a work unit shall be recalled, by order of seniority, provided they have the required qualifications, as per Clause 4.15, 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.

For employees hired/rehired after January 1, 2023:

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

- B. **Employees shall be recalled without promotion, by status then by order of seniority, provided they have the required qualifications, as per Clause 4.15, 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.**
- C. **An employee who is laid off but not recommended for recall for just cause reasons, shall be given written notification of the reasons and loss of recall rights. Copies of this notification shall be sent to Human Resources and to The Union.**
- D. **It is agreed that in order to meet operational requirements, employees with special skills may be recalled prior to others more senior on the recall list.**
- E. **No new or previous employees shall be hired until those permanent and temporary employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the required qualifications, as per Clause 4.15, to satisfactorily perform the work available in the work unit.**

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.~~

4.33 XX 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~~ **twelve (12) months**.
- 5) Decisions of a Grievance Arbitration Board.
- 6) The provisions of Clauses 4.21, 4.22, 4.26, ~~4.27~~, and 4.38 ~~and 4.40~~.

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

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

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

- 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.

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.~~

5.09 Work Schedule Discussions and Review, Excluding Part-Time

~~New shifts and split days off, and Sunday work shall be formally discussed with the 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.~~

Schedules of work not previously established in the work unit, ~~The parties agree to convene, and shall be discussed with Tthe Union, with the assistance of Labour Relations, Human Resources, prior to implementation. The intent of these discussions shall be to review the proposed schedules of work, the needs of the operation, and methods of maintaining the a four (4) day work week, if applicable., and the needs of the operation, but in no case shall work be curtailed during the period of discussion.~~

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~~

5.11 Inability to Report

It shall be the responsibility of the employee to notify ~~his~~ **their** Exempt Supervisor, or stipulated contact, no less than thirty (30) minutes prior to ~~his~~ **their** start time where practicable, of ~~his~~ **their** inability to report to work. The employee, when unable to notify of ~~his~~ **their** 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~~ **their** Exempt Supervisor, or stipulated contact, on the work day ~~previous~~ **prior** to the actual day of return.

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

5.32 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 ~~dollars~~ **dollars** (\$150) for permanent employees and fifty dollars (\$50) for temporary employees, as a uniform allowance.

This amount shall be paid out in the second quarter of each calendar year, based on all straight time hours worked in the bargaining unit in the previous calendar year (pay period 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.

6.19 ~~Paternity Leave~~ Birth/Custody Leave

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

7.034 Common Vacation **Base Date (VBD)** Entitlement Computation

For **the** 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;~~
- (BA) **For all An employees hired into a permanent position shall have their subsequent to January 1, 1970, the vacation credit date VBD shall be set as January 1 of the year of hire/rehire.**, 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.~~
- (B) **An employee hired into a temporary position shall have their VBD set as January 1 of the year of hire/rehire. Their VBD shall thereafter be adjusted to January 1 of the year of their adjusted service date, to account for periods of layoff.**
- (C) **An employee hired on-call shall have their VBD set as January 1 of the year of hire/rehire.**

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

- (D) Employees moving into Local 37's **The Union's** jurisdiction, from another City jurisdiction **who do not have a January 1 year of hire/rehire VBD shall have their VBD reset once they who have attained permanency and have exhausted their reversion rights, where applicable. Their VBD shall be established as January 1 in accordance with subsection A, B, or C above, as appropriate based on their employment status.** ~~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.~~

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

Vacation entitlement shall be based upon calendar years of service, in accordance with Clause 7.05.

**Impacted employees shall have their VBD reset to reflect the changes made above on January 1, 2023.*

7.045 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 7.034 in accordance with the following:

(A)

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

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

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

(C) Employees who take one of the following **protected** leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, 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 a **protected leave** for (as noted above) longer than twelve (12) months, ~~his~~**their** vacation hours accrual shall be rested. Upon returning to work, the employee's vacation entitlement hours shall accrue once again, and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

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

- (D) **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.**
- (E) **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- (DF) **As per In accordance with** Clause 7.08, vacation pay due during ~~the~~ a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.
- (EG) 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.
- (FH) It is understood vacation requests require pre-approval from the designated proper authority.

7.06 Vacation Pay Upon Termination

- (A) **For temporary employees who are laid off and for all employees who are if employment is terminated; and proper notice given, the employee covered by this Agreement they shall be entitled to vacation pay on as per the following pro-rata calculation:**

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

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

7.09 Statutory Holidays

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

All Statutory Holidays proclaimed by The City 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 on a Regularly Scheduled Day of Work

- (A) Full-time (**permanent and temporary**) and **permanent part-time** employees shall receive at straight time as Statutory Holiday pay the employee's ~~normally~~ **regularly** scheduled hours of work for each of the ~~above~~-designated **Statutory Holidays outlined in Clause 7.09**, occurring during their **regularly scheduled** ~~workday periods~~, plus double time (2X) for any hours worked on such days.
- (B) ~~Pay for the Statutory Holiday~~, **Temporary part-time and on-call** ~~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.
- (C) Statutory Holiday premiums for hours worked on a Statutory Holiday, that **is falls on** an employee's **regularly scheduled workday**, ~~of work will~~ **shall be determined paid** based on the actual hours worked from midnight to midnight on the Statutory Holiday.

7.12 Statutory Holiday on a Regular Day Off

- (A) If **When** a Statutory Holiday, **as outlined in Clause 7.09**, falls on a full-time (**permanent or temporary**) or **permanent part-time** employee's ~~normal~~ **regular** day off, ~~including or on~~ an employee's ~~normal~~ **regular** day off during a vacation period, they shall receive ~~his~~ **their** 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 the employee is called into work, they shall also receive double time (2X) for any hours worked.**~~
- (B) ~~If a Statutory Holiday falls on a~~ **Temporary part-time and on-call** 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.
- (C) 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~~ **shall** be determined by the hours most worked rate ~~of pay 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.

LETTERS OF UNDERSTANDING:

The parties have agreed to renew the following Letters of Understanding with amendments as follows:

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 **working Standard Hours of Work** as per Clause 5.02, shall be permitted one forty (40) minute rest period per shift.

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

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

- (D) **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.**
- (E) **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- (F) **In accordance with** Clause 7.08, 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.
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to Clauses 5.02, 5.03, 5.06, 5.07 and 7.05, all other provisions of the Collective Agreement shall apply.

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

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

This Letter of Understanding applies to **mechanical staff** working in the Water Treatment **work unit** and **parts technicians** working in the **Warehousing and Inventory work unit**.

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

5.02 Standard Hours of Work

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

5.03 Standard Workday

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

5.06 Overtime Entitlement

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

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

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

- (D) **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.**
- (E) **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- (F) **In accordance with** Clause 7.08, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

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

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

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

This letter confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the hours of work for 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 **CBA**, for the above-referenced positions:

5.02 Standard Hours of Work

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

5.06 Overtime Entitlement

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

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

- (D) Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.**
- (E) A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- (F) In accordance with Clause 7.08, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.**
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.**
- (H) It is understood vacation requests require pre-approval from the designated proper authority.**

Except for these amendments to Clauses 5.02, 5.06 and 7.05, all other provisions of the Collective Agreement shall apply save and except for Clause 5.03 Standard Workday.

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

RE: HOURS OF WORK FOR WATESWATER TREATMENT, WATER SERVICES

This Letter confirms the understanding between The City of Calgary and C.U.P.E. Local 37 concerning the non-standard hours of work for employees occupying Plant Operator 1, 2, 3, Plant Boiler Operator, and Plant Operator Trainee positions in the Wastewater Treatment & Calgro work unit.

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

5.02 Standard Hours of Work

The standard hours of work shall be twelve (12) hours per day, on a scheduled basis, and over twenty-four (24) weeks shall average forty (40) hours per week, with consecutive days off.

In order to achieve an average forty (40) hour work week, employees shall be required to take four (4) of their regularly scheduled days of work off in every twenty-four (24) week cycle. These days off are referred to as "circle days".

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

5.06 Overtime Entitlement

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

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

- (D) **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.**
- (E) **A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.**
- (F) **In accordance with** Clause 7.08, 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.
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

Except for these amendments to Clauses 5.02, 5.06 and 7.05, all other provisions of the CBA shall apply save and except for 5.03 Standard Workday.

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

RE: MAJOR WEATHER EVENT CALL-OUT

This **Letter of Understanding** confirms the agreement between The City and The Union concerning the **Mobility** Business Unit wide response to a major **weather** event. The parties agree that this letter shall only be utilized when the Manager of Maintenance **Mobility**, determines that an extended response to a major **weather** 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 - **Mobility** Maintenance, Depot 1
 - North West District - **Mobility** Maintenance, Depot 2
 - North West District - **Mobility** Maintenance, Depot 3
 - North East District - **Mobility** Maintenance, Depot 4
 - North East District - **Mobility** Maintenance, Depot 8
 - South West District - **Mobility** Maintenance, Depot 5
 - South West District - **Mobility** Maintenance, Depot 6
 - South East District - **Mobility** Maintenance, Depot 7
 - South East District - **Mobility** 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 at the quadrant level has been exhausted, call-out shall be extended to the other quadrants (NE, NW, SE, SW).**
4. If call-out within the quadrant has been exhausted, call-out shall be extended to employees assigned to the following Operating Sections in the **Mobility** Business Unit in the following descending order:
 1. Business Services Shops
 2. **Material** Plants
 3. Bridge Maintenance
 4. Concrete
 5. Paving
 6. Traffic Operations

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

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

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

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

RE: PARKS AND OPEN SPACES SEASONAL OPERATIONAL AREAS

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

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

The parties agree to substitute the following Clauses for the respective numbered Clause in the **CBA**.

4.25 Layoff

Layoff of temporary employee(s) shall be made on the basis of **status, then** the least senior in the assigned **Operational Area**, shall be the first laid off, taking into account the required qualifications, as per Clause 4.15, 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.

For employees hired/rehired after January 1, 2023:

Temporary employees laid off after completing an initial period of six (6) months of active full-time work in a continuous period of service, in a Work Unit shall be recalled without promotion, by order of seniority within their assigned Operational Area, provided they have the required qualifications, as per Clause 4.15, to perform the duties of 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

- i. Employees who are being trained, shall continue to receive the hourly pay rate of the assigned position on the working day prior to the commencement of the training, within the Bargaining Unit, for all hours **spent** in training.

ii. **Management maintains the right to establish training requirements, which shall be identified following communication of the seasonal shift assignments. Shifts shall continue to be defined by the shift request forms and assignments and shall be in accordance with Clause 5.08 Schedules of Work. Training shall be offered and/or assigned in accordance with the following:**

a. **Parks Operations (North and South Region, Cemeteries) Operational Area shall assign training based on the needs of the shift and site within the Operational Area. Training assignments shall thereafter be made in order of Work Unit seniority.**

b. **All other Operational Areas (Centre Region, Integrated Pest Management (IPM), Pathways, Infrastructure, Urban Forestry and Water Management) have specialized training requirements. Each Operational Area shall maintain a system of 'on the job' training, as determined by and subject to the needs of that Operational Area. Employees shall have equal opportunity to sign up for and receive such training in accordance with their Work Unit seniority within the Operational Area and posted requirements.**

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

B. Trainers

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

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

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

Employee Placement

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

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

Movement Between Operational Areas

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

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

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

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

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

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

**RE: PERMANENT EMPLOYEE LAYOFF PROCEDURE AND SEVERANCE PACKAGE
OPTION**

In the event that The City may be required to layoff permanent employees, prior to initiating layoffs under Article 4.00, The City may, for the purpose of retention of employment for permanent employees of the bargaining unit:

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

Notwithstanding the above, **when a permanent employee is laid off in accordance with Clause 4.25, they shall be eligible for a severance package option following the expiration of their recall rights, in accordance with Clause 4.31, as follows:**

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

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

LETTERS OF UNDERSTANDING CONTINUED:

The parties have agreed to the following NEW Letters of Understanding:

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

This Letter of Understanding applies to trades and trade support staff working in the Fleet Services work unit.

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

5.02 Standard Hours of Work

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

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

5.06 Overtime Entitlement

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

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

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

- (D) Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.
- (E) A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.
- (F) In accordance with Clause 7.08, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

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

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

RE: Mobility Maintenance, Materials and Surface Restoration, and Service Design Work Unit Staffing

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

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

A. Maintenance

- i. Employees not assigned to one of the other Operational Areas, in accordance with the provisions outlined in subsections B, C and D below, shall default to being part of the Maintenance Operational Area.
- ii. On a semi-annual basis, employees assigned to the Maintenance Operational Area, shall participate in the shift selection process in accordance with Clause 5.08 of the CBA.
- iii. On the Job Training shall be administered in accordance with Clause 4.36 of the CBA, with the exception of subclause A, which shall be substituted with the following:

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

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

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

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

B. Concrete

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

Remaining work assignments shall be staffed on a seasonal basis.

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

Employees occupying year-round business critical assignments, shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with Clause 5.08, while working in the Concrete Operational Area.

Employees occupying summer seasonal business critical assignments, shall only be subject to the semi-annual shift selection process for their SNIC assignments. Their shifts shall otherwise be assigned by management in accordance with Clause 5.08, while working in the Concrete Operational Area.

- iv. On the Job Training shall be administered in accordance with Clause 4.36 of the CBA, with the exception of subclause A, which shall be substituted with the following:

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

- a) With the exception of training within the DOL 1, and DOL 2 positions which cannot be declined, employees shall be offered training opportunities in order of work unit seniority, excluding Gradall training which shall be addressed in subsection c below. Such training shall be conducted in order of seniority wherever practicable.
- b) Once an employee's hours most worked rate of pay reaches the next highest pay grade, management shall endeavor to only schedule them for training on tasks within that DOL level or higher. In cases where all employees meet the above threshold and training for lower pay grade tasks are required, employees shall be trained in reverse order of seniority.
- c) Employees shall have equal opportunity to apply for and receive Gradall training in accordance with work unit seniority and posted requirements.

In the event that an insufficient number of employees elect to be trained, management reserves the right to train employees in reverse order of seniority.
- d) Once seasonal shift assignments have been communicated, management reserves the right to train for the next seasonal rotation.

C. Paving

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

Remaining work assignments shall be staffed on a seasonal basis.

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

- iii. In making their selections, employees shall be provided with the initial shifts available for both year-round and summer seasonal business-critical assignments, however such shifts may be subject to change based on operational needs.

Employees occupying year-round business critical assignments, shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with Clause 5.08, while working in the Paving Operational Area.

Employees occupying summer seasonal business critical assignments, shall only be subject to the semi-annual shift selection process for their SNIC assignments. Their shifts shall otherwise be assigned by management in accordance with Clause 5.08, while working in the Paving Operational Area.

- iv. On the Job Training shall be administered in accordance with Clause 4.36 of the CBA, with the exception of subclause A, which shall be substituted with the following:

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

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

D. Material Plants

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

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

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

Once assigned to the Material Plants Operational Area, employees shall not be subject to the semi-annual shift selection process for the duration of their assignment and their shifts shall be assigned by management in accordance with Clause 5.08, while working in the Operational Area.

- iii. On the Job Training shall be administered in accordance with Clause 4.36 of the CBA, with the exception of subclause A, which shall be substituted with the following:

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

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

Placement and Movement Between Operational Areas

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

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

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

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

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

RE: TRAINING OFFICERS IN THE FLEET SERVICES WORK UNIT

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

General

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

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

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

4.23 Relief or Temporary Assignments

- A. When an employee accepts a relief/temporary assignment within their Work Unit or in CUPE Local 709, such employee shall retain all past and accruing seniority. Such employee may be required by The City to return, except for disciplinary reasons, to their former Work Unit, to the base position/the highest position previously worked based on qualifications.
- B. When a permanent employee accepts a temporary assignment outside their Work Unit and within 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 their base position, or the highest position previously worked based on qualifications. Upon return from the temporary assignment, such employee must serve a minimum of six (6) months in their base position/the highest position previously worked, prior to accepting another temporary assignment. The exempt supervisor, based on operational requirements, may waive the six (6) month time period.
- C. When a permanent employee accepts a temporary assignment outside 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.
- D. An employee who is serving a probationary period as set out in Clause 4.XX, or trial period as set out in Clause 4.XX, shall not be permitted to participate or accept any relief/temporary assignment until their probationary/trial period has been concluded.

- E. The City shall notify The Union of employees who accept a relief or temporary assignment outside the work unit or bargaining unit.
- F. Employees seeking a temporary assignment as a Training Officer within the Fleet Services Work Unit shall be selected in accordance with the principles set out in Clause 4.15 and shall be placed on the eligibility list.

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

Such employees shall not be subject to Clauses 4.17 Posting of Positions, 4.19 Staffing of Positions and 4.15 Selections for successive temporary assignments as a Training Officer.

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

- i. Management reserves the right to determine when a temporary assignment is required.
- ii. Other than for reasons arising from a protected ground, qualified eligible employees shall not be permitted to decline a temporary assignment once on the eligibility list.
- iii. An eligible employee assigned a temporary assignment shall be required to complete the assignment(s) prior to returning to their base position.
- iv. Employees shall be removed from the eligibility list in the following circumstances:
 - The eligible employee chose or was required to leave Training and Compliance prior to the end of their temporary assignment;
 - Refusal to accept a temporary assignment; and,
 - The eligible employee accepts a regular Training Officer position and/or another regular position outside the jurisdiction and has exhausted their reversion rights.
- v. Eligible employees shall be provided notice in accordance with Clause 5.22, prior to the commencement of each temporary assignment and prior to their return to their base position.
- vi. Temporary Assignments shall be assigned to the top ranked eligible employee on the established Training Officer Eligibility List, to perform required training.

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

5.02 Standard Hours of Work

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

5.06 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.

5.08 Schedules of Work

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

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

7.05 Vacation Entitlement

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

(A)

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

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

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

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

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

- (D) Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of Article 6.00.
- (E) Permanent employees laid off who retain recall rights, shall have their Vacation Base Date preserved and their annual vacation entitlement pro-rated for period(s) of layoff.
- (F) In accordance with Clause 7.08, vacation pay due during a period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.
- (G) A vacation week shall be defined as seven (7) consecutive days and should normally commence at the beginning of an employee's scheduled work week.
- (H) It is understood vacation requests require pre-approval from the designated proper authority.

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

The City may terminate this Letter of Understanding with ninety (90) days written notice and revert to the terms of the CBA.

PART C - MONETARY

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 **employee shall receive standby pay** ~~standby premium will be twenty-five dollars (\$25.00) per day.~~

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

SCHEDULE B: RATES OF PAY

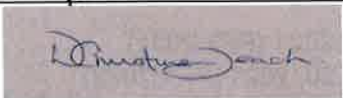
- 2021 - 1.50% increase effective and retroactive January 4, 2021 (PP2 2021)
- 2022 - 1.50% increase effective and retroactive December 20, 2021 (PP1 2022)
- 2023 - 2.00% increase effective December 19, 2022 (PP1 2023)

Signed the 21st day of June 2022

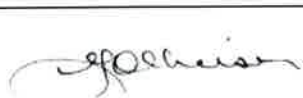
FOR THE CORPORATION OF
THE CITY OF CALGARY



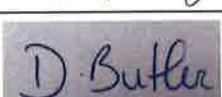
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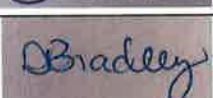


C. Stobbe









FOR CUPE LOCAL 37



David Jewell







