



# AGREEMENT

Between

**The Corporation of**

**The City of Calgary**

and

**Canadian Union of**

**Public Employees**

**Local 709**

**2018 – 2021**

**CUPE Local 709**

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General Meetings:

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

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**2018 – 2021 COLLECTIVE AGREEMENT  
CUPE LOCAL 709  
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MEMORANDUM OF AGREEMENT made this 27 th day of June, 2019

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

## 1.00 COVERAGE AND DEFINITIONS

### 1.01 Management Rights

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

### 1.02 Purpose and Coverage

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

The City recognizes CUPE Local 709 as the exclusive bargaining agent for the employees employed within the scope of the Alberta Labour Relations Code Certificate #120-2012.

### 1.03 Term of Agreement

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

#### 1.04 Negotiations Notice

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

#### 1.05 Coverage Extension

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

#### 1.06 Classification

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

#### 1.07 New Positions

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

- (A) Upon receipt of an approved Job Evaluation Questionnaire (JEQ) for a new position, Human Resources **shall** conduct a review and complete a rating within **six (6)** months. Upon completion of the rating Human Resources **shall** notify the incumbent (if one exists), the Exempt Supervisor and The Union of the rating decision.
- (B) The effective date of the rating **shall** be either: the date that the approved JEQ was submitted or the identifiable date that the regular position commenced.

#### 1.08 Certification Change

The City, The Union, and any other employee group 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.

#### 1.09 Certification Change and Seniority

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

### 1.10 Certification Change Process

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

### 1.11 Pay Adjustments on Reclassification of Current Positions

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

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

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

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

### 1.12 Appeal Procedure

If the employee feels the ratings of compensable factors are incorrect he shall have the right to submit an appeal, **as per clauses 1.11.** The Union shall have the right to appeal new compensable factor ratings where there is no incumbent, **as per clause 1.07. Concerns shall first be discussed at a pre-grievance hearing within ten (10) working days of receipt of the decision.**

If a resolution is not reached at a pre-grievance hearing, The Union shall appeal through the grievance procedure, and shall file in accordance with timelines stipulated in clause 3.02. The grievance shall be heard by the Manager of Total Rewards, at Step One (1) and the Chief Human Resources Officer, as Step Two (2) of the grievance procedure.

The parties agree to accept The City of Calgary/CUPE Local 709 Job Evaluation Manual and the ratings established therein.

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

### 1.13 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.

## **2.00 UNION SECURITY AND EMPLOYEE RIGHTS**

### 2.01 Check-off

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

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

### 2.02 Pay Days

All employees shall be paid on a biweekly basis.

### 2.03 Technological Change

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

#### 2.04 Technological Change Transfers

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

#### 2.05 Technological Change Separations

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

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

#### 2.06 No Conflicting Agreements

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

#### 2.07 Copies of the Agreement

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

#### 2.08 Union Rights

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

## 2.09 Discrimination and Harassment

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

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 **shall** not tolerate, ignore or condone workplace harassment. All employees/members are responsible for respecting the dignity and rights of their co-workers.

## 2.10 Disciplinary Action

- (A) Whenever an employee is disciplined and the discipline is intended to be a matter of record on an employee's file, the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have The Union Shop Steward or other Union representative present.
- (B) **Discipline in the form of a written warning shall be removed from the employee's personal file (Human Resources and Business Unit) after a period of twelve (12) months from the date of issue, unless subsequent discipline is issued within the twelve (12) month period. In the event subsequent discipline is issued, all discipline shall remain on the personal file for a period of twenty-four (24) months from the date of issue. Discipline levied greater than a written warning shall remain on the employee's personal file for a period of twenty-four (24) months from the date of issue.** Any accumulation of ten (10) or more days of absence from work (**excluding approved vacation time**) shall be added to the stipulated time period.
- (C) All employees shall have the right to see their personal file, by appointment, in their own Business Unit and Human Resources.

## 2.11 Terminations and Dismissals

Except for cause, permanent employees shall receive notice or pay in lieu thereof or where an employee resigns, he shall give The City notice of resignation, in writing, as specified by the relevant provisions of the current Employment Standards Code.

## 2.12 Safety

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

## 2.13 Enforcement Responsibility

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

## 2.14 Safety Regulations

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

## 2.15 Occupational Health and Safety

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

## 2.16 Health and Safety Committees

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

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

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

### 2.17 Committee Assistance and Mandate Change

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

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

### 2.18 Implementing Recommended Changes

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

### 2.19 Equipment Safety

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

### 2.20 Unsafe Working Conditions

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

### 2.21 Pension Plan

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

## **3.00 GRIEVANCE PROCEDURE**

### 3.01 Grievances

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

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

### 3.02 Filing Time Limit

Grievances not submitted within **ten (10)** working days after the circumstances giving rise to such grievance occurred or should reasonably have been known, shall not be considered.

### 3.03 Filing Procedure

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

**In the case of a policy grievance**, Steps 1 and 2 of the grievance procedure may be bypassed.

### 3.04 Working Days

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

### 3.05 Time Limit Changes

Longer periods of time for consideration of grievances may be given at any step in the procedure, if mutually agreeable, except in Step 4, where both parties agree to abide by the Labour Relations Code. Conversely, if time limits are not adhered to, either party may proceed to the next step.

### 3.06 Grievance Handling and Union Activities

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

### 3.07 Reinstatement

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

### 3.08 Grievance Procedure Steps

Those grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1 - The job steward, Union Executive Representative or the CUPE National Representative may present the grievance to the Manager/Leader, or his designate, who shall consider the grievance in the presence of the employee within **five (5)** working days of receipt of the request. A decision shall be rendered within **two (2)** working days of the presentation. If a settlement satisfactory to **The Union** is not reached, the grievance may proceed to Step 2;

Step 2 - Within **two (2)** working days of receipt of the Step 1 decision, **The Union** Grievance Committee, the job steward, Union Executive Representative or the CUPE National Representative may submit the grievance to the Director, or designate. A decision shall be rendered within **five (5)** working days of the presentation. If a settlement satisfactory to the Grievance Committee is not reached, the grievance may proceed to Step 3;

Step 3 - Within **five (5)** working days of receipt of the Step 2 decision, either the Director or the Union Grievance Committee, the job steward, Union Executive Representative or the CUPE National Representative may submit a grievance arising from a termination or a policy grievance to the applicable General Manager or designate. A decision shall be rendered within **ten (10)** working days of the presentation. If a settlement satisfactory to the parties is not reached, the grievance may proceed to arbitration.

Where **The City** has a grievance, it shall submit such grievance at Step 3, and a decision shall be rendered within 5 working days of the presentation. If a settlement satisfactory to **The City** is not reached, the grievance may proceed to Step 4;

Step 4 - If settlement of the grievance is not reached at either Step 2 or Step 3, the grievance may be referred by either party to arbitration pursuant to clause 3.09, for final and binding settlement on all parties.

### 3.09 Arbitration

Within **twenty-one (21)** days of the receipt of the Step 2 or 3 decision, either of the parties may notify the other party, in writing, of its desire to submit the grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within **seven (7)** days inform the other party of the name of its appointee to the Grievance Arbitration Board. The **two (2)** appointees so selected shall, within **seven (7)** days of the appointment of the second of them, appoint a third person who shall be the Chairman.

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 Chairman within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

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

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

The above time limits may be extended by mutual agreement.

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

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

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

### 3.10 Dismissal Appeal

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

## 4.00 SENIORITY, TRANSFER, PROMOTION, LAYOFF AND RECALL

### 4.01 Definitions

#### (A) Seniority

Seniority is defined as the length of service in the bargaining unit [subject to clause 4.02(A)], within the work unit, as defined in clause 4.03. Seniority commences on the date the successful applicant's initial Foreman posting closed.

Seniority tie breakers **shall** be based on time spent in the work unit.

#### (B) Regular Position

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

#### (C) Permanent Employee

A permanent employee shall be defined as one who has been selected, as per clause 4.04(A), or appointed, as per clause 4.04(B), to a **regular** full time position, and has served a complete probationary period [as defined in clause 4.01(E)], for the purpose of establishing permanency and meeting the requirements of the position.

#### (D) Provisional Position

After **twenty-four (24)** months of work in a continuous period of service in a work unit (as defined in clause 4.03), the temporary full-time employee shall be granted permanent status into a provisional position. Performance reviews shall be performed after at least the **ninth (9<sup>th</sup>)** and **twenty-first (21<sup>st</sup>)** month of continuous service for those temporary full-time employees. For the purpose of determining the **twenty-four (24)** months of work period, any accumulation of **ten (10)** or more working days of absence from work shall be added to the stipulated **twenty-four (24)** month period.

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

(E) Probationary Period

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

(F) Temporary Employee

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

(G) Probationary Employee

A probationary employee shall be one who has been selected, or appointed, as per clause 4.01(C), and is serving a probationary period, as per clause 4.01(E).

(H) Full-time Employee

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

(I) Part-time Employee

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

(J) Promotion

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

(K) Transfer

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

(L) Trial Period

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

No trial period shall be required if the permanent employee has completed the relief hours, as outlined in **clause 4.08 (F)**, for the same foreman position.

4.02 Seniority Provisions

(A) Adjustment of Seniority

An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed **thirty (30)** consecutive days (except as specified in Article 6.00), and as per the provisions of clause 3.07. Employees **shall** have their seniority adjusted based on periods of seasonal layoff.

(B) Loss of Seniority

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

- (1) Resignation;
- (2) Absence from work for 4 regularly scheduled consecutive working days without notifying The City;
- (3) Terminations;
- (4) Decisions of the Grievance Arbitration Board;
- (5) As per the provisions of clauses 4.01(A), 4.04(E), 4.04(F), 4.04(I) and 4.11.

4.03 Work Units

Work Units in Utilities and Environmental Protection are defined as:

- (1) Waste and Recycling Services
- (2) Water Resources (Facility Operations) & Water Services (Field Operations)
- (3) Wastewater Treatment and Calgro
- (4) Water Treatment

Work Units in The **Deputy City Manager's Office** Department are defined as:

- (5) **Supply Management**
- (6) **Fleet Services**

Work Units in Community Services and Protective Services are defined as:

- (7) **Calgary Parks**
- (8) **Golf Courses**
- (9) **Aquatics and Fitness Centres, Leisure Centre Aquatics; Boat Patrol and Arenas/Athletic Parks and Leisure Centre Arenas**

Work Units in Transportation are defined as:

- (10) **Maintenance, Construction and Business Services**
- (11) **Traffic**

#### 4.04 Application of Seniority

##### (A) Selections

In staffing positions, selections shall be made on the basis of education necessary for the position, experience, skill, training, ability, knowledge and other relevant attributes. Where these factors are judged to be relatively equal by The City, seniority, as defined in clause 4.01(A), shall be the determining factor.

##### (B) Appointments

The senior employee in the same work unit may be appointed to a position by The City, in accordance with the factors specified in clause 4.04(A), without posting.

Where a relief list is used, the top ranked employee on the relief list may be appointed by The City to a position, in accordance with the factors specified in clause 4.04 (A), without posting.

##### (C) Layoff - Permanent Employees

Layoff of permanent 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 requisite qualifications, as per clause 4.04(A), to satisfactorily perform the work available in the work unit, as defined in clause 4.03.

No permanent employee shall be affected by a reduction in the work unit, while firstly temporary employees, secondly probationary employees, remain on staff in the work unit, taking into account the requisite qualifications, as per clause 4.04(A), to satisfactorily perform the work available in the work unit, as defined in clause 4.03.

(D) No New or Previous Employees

No new employees or previous employees shall be hired until those permanent employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the requisite qualifications, as per clause 4.04(A), to satisfactorily perform the work available in the work unit, as defined in clause 4.03.

(E) Recall Rights

Employees laid off after completing **four (4)** or more months work in a continuous period of service in a work unit shall be recalled, subject to clause 4.04(D), provided they have the requisite qualifications, as per clause 4.04(A), to perform the duties of the positions to be filled. Recall rights shall apply only in the work unit as defined in clause 4.03 in which such work time was attained.

(F) Notice of Recall

Notice of recall **shall** be dispatched by Priority Post (signature required) to the last known address with an appointment set for a time no sooner than **fourteen (14)** calendar days following the date of dispatch. Failure to reschedule the appointment prior to same or appear for documentation **shall** result in loss of recall rights.

(G) Permission to Rest Recall Rights

Upon making written application, an employee may be granted permission to rest recall rights for an agreed upon period. The application must be approved by both Labour Relations, Human Resources and The Union and the employee informed in writing of the decision. All terms and conditions of recall shall apply on expiration of the agreed term.

(H) Recall for Employment of Short Duration

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

(I) Lapse of Recall Rights

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

4.05 Posting of Positions

The City has the sole right to decide on the posting of positions. When a position is posted, such posting shall be for a minimum period of **eight (8)** working days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

#### 4.06 Copies of Postings

A copy of all postings shall be forwarded to The Union Office and when an appointment is made, The Union **shall** be notified of the appointee's name, starting date, classification and associated rate of pay.

#### 4.07 Staffing of Positions

A vacancy shall be filled in accordance with the principle of clause 4.04(A) with the first consideration given to employees in the work unit, then from the Business Unit, then from outside the Business Unit and final consideration to other employees.

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

#### 4.08 Relief Positions

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

- (A) 'Relief foreman' eligibility lists shall be established and maintained in accordance with the principles outlined in clause 4.04 (A). Temporary assignments arising from seasonal or other operational requirements shall be staffed using the associated eligibility list where one exists for the position. A copy of the eligibility list shall be sent to The Union Office;
- (B) Rank order eligibility for relief purposes shall be the date the eligibility list is established and subject to clause 4.08 (C) and (E) may be assigned in the order the employees are listed on the eligibility list;
- (C) Where deemed practicable and in accordance with a documented development and evaluation plan, The City, with mutual consent from The Union, may assign eligible employees on a rotational basis;
- (D) When a relief foreman is removed from the list, should the employee reapply and be accepted on the list, his rank order shall be from the date of being reaccepted as a relief foreman;
- (E) Site specific relief requirements in work units **shall** take into account qualifications and seniority only and typically be used for short term situations. They **shall** not exceed **thirty-five (35)** calendar days in duration.

- (F) Upon initially being accepted onto a Forman relief list, employees shall serve the equivalent of a **six (6) month (nine hundred and fifty (950) hour)** review period. Employees shall be subject to performance reviews following the completion of **four hundred and sixty-five (456)** and **seven hundred and ninety-eight (798)** relief hours, in order to assess employees' abilities to meet the requirements of the position. Notwithstanding the foregoing, employees not meeting the requirements may be removed from the relief list at any time prior to the completion of **nine hundred and fifty (950)** relief hours.
- (G) After twenty-four (24) months of continuous relief in the same position, within the work unit as defined by clause 4.03, the relief foreman shall be appointed to the next available vacant **regular** position. The decision to fill the vacant position resides with management. The relief opportunity shall not be ended merely to break the twenty-four (24) months of continuous service.

#### 4.09 Information to The City

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

**Upon ratification, employees without a personal email address on file shall be grandfathered and shall not be required to provide one to The City.**

#### 4.10 Benefits - Information Only

Employees are required to fully participate in the Municipal Employees Benefit Association of Calgary (MEBAC) and are eligible for applicable benefits therein.

#### 4.11 Reversion

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

#### 4.12 Relief or Temporary Assignment

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

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

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

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

#### 5.01 Hours and Days of Work

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

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

#### 5.02 Hours of Work

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

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

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

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

#### 5.03 Standard Work Day

The standard work day, subject to the specific provisions of this Agreement, shall be any consecutive hours between 0700 and 1800 hours.

#### 5.04 Overtime Entitlement

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

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

#### 5.05 Rest Periods

- (A) **All full-time employees working standard hours of work, as per clause 5.02, shall be permitted:**
  - i. **a twenty (20) minute rest period in the first and second half of their shift. A daily maximum of forty (40) minutes during a nine and a half (9.5) or ten (10) hour shift; or**
  - ii. **a thirty (30) minute rest period in the first and second half of their shift. A daily maximum of sixty (60) minutes during a twelve (12) hour shift.**
- (B) **All part-time employees working more than a four (4) hour shift, shall be permitted a rest period of twenty (20) minutes, at least once per four (4) hours worked, as assigned by The City.**
- (C) **A thirty (30) minute paid rest period shall be allowed to employees working overtime beyond their regular shift. Such thirty (30) minute paid rest period shall occur immediately following the conclusion of their regular shift and after every four (4) hours of overtime thereafter.**
- (D) **Employees called in for overtime shall receive a thirty (30) minute paid break upon completion of each four (4) hours worked.**

#### 5.06 Schedules of Work

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

#### 5.07 Work Schedule Notification

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

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

#### 5.08 Overtime

Overtime **shall** be paid under the following circumstances:

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

#### 5.09 Definition of Overtime

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

#### 5.10 Overtime Distribution

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

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

Operating Sections shall be as follows:

Waste and Recycling Services

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

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

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

Wastewater Treatment

15. Operations
16. Maintenance
17. Calgro

Water Treatment

18. Operations
19. Maintenance

The **Deputy City Manager's** Department

20. Supply **Management**
21. **Fleet Services – Commissioning**
22. **Fleet Services – Manufacturing**
23. **Fleet Services – Maintenance (Manchester)**
24. **Fleet Services – Maintenance (Satellites)**

Community Services and Protective Services

Parks

25. Water Management
26. Forestry
27. Infrastructure/Pathways
28. **Northeast** Division
29. **South** Division
30. **Centre** Division
31. **Northwest** Division

## Recreation

- 32. Golf Courses
- 33. Facility Operations

## Transportation

- 34. **Central District - Roads Maintenance, Depot 1**
- 35. **North West District - Roads Maintenance, Depot 2**
- 36. **North West District - Roads Maintenance, Depot 3**
- 37. **North East District - Roads Maintenance, Depot 4**
- 38. **North East District - Roads Maintenance, Depot 8**
- 39. **South West District - Roads Maintenance, Depot 5**
- 40. **South West District - Roads Maintenance, Depot 6**
- 41. **South East District - Roads Maintenance, Depot 7**
- 42. **South East District - Roads Maintenance, Depot 9**
- 43. Bridge Maintenance
- 44. Roads Material Plants
- 45. Roads Concrete
- 46. Roads Paving
- 47. Traffic Operations

### 5.11 Overtime Work

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

- (4) **Any overtime accumulated in the calendar year must be scheduled and taken as time off prior to the end of the subsequent year or shall be paid out in Pay Period 3 of the following year;**

#### 5.12 Holiday Work

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

#### 5.13 Call-Outs

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

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

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

#### 5.14 Work Day Extensions

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

#### 5.15 Shift Differential

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

#### 5.16 Shift Change Notice

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

2) Employees who work a regularly scheduled shift greater than eight (8) hours per day shall be given fourteen (14) calendar days written notice of a shift change except in the following circumstances:

- a) The employee, or The Union on behalf of employee(s) requests the shift change;
- b) An accident has occurred;
- c) Urgent work is necessary; or
- d) Other unforeseen or unpreventable circumstances arise.

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

#### 5.17 Weekend Work

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

Work performed up to and including:

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

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

#### 5.18 Pay Procedure for Relieving in Senior Positions

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

### 5.19 Service Pay

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

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

**If a permanent employee is absent on Sickness and Accident or Workers' Compensation for a total of one hundred and nineteen (119) calendar days or less, he shall not lose any service pay entitlement.**

**An employee on Long Term Disability shall accrue service for future service pay entitlement.**

### 5.20 Inability to Report

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

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

### 5.21 Standby Pay

On occasions where an employee is directed to be personally available or accessible to the operation during 'off hours' and this requirement limits or restricts the employee's activities away from the job, the standby premium shall be **twenty-five dollars (\$25.00)** per day.

## 6.00 LEAVES OF ABSENCE

### 6.01 Leaves of Absence Administration

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

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

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

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

### 6.02 General Leaves of Absence

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

### 6.03 Overstaying Leave of Absence

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

#### 6.04 Union Office Leave of Absence

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

#### 6.05 Union Business Leave of Absence

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

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

#### 6.06 Witness Duty

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

#### 6.07 Bereavement Leave - Immediate Family

When death occurs in an employee's immediate family the employee, on request, shall be excused for **seven (7)** consecutive calendar days. Immediate family is defined as: current spouse (including common-law spouse, same gender spouse); parent, step-parent, guardian; brother or step-brother; sister or step-sister; child, step-child, foster child or, ward; grandparents or step-grandparents of the employee; grandchild or step-grandchild; or, related dependent living in the household of the employee). Pay shall be maintained at the hourly pay rate of the assigned classification on the working day prior to the commencement of the bereavement leave.

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

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

#### 6.08 Bereavement Leave Extension

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

#### 6.09 Bereavement Leave - Distant Relatives

**One (1)** day's leave with pay shall be granted upon request for the purposes of mourning or to attend funeral services of persons related more distantly than those listed above in clause 6.07.

#### 6.10 Mourner's Leave

Where the employee does not access bereavement leave under clause 6.07, **one (1)** day's leave with pay shall be granted upon request for mourning purposes.

#### 6.11 Leave to Attend Funeral

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

#### 6.12 Maternity Leave

A pregnant employee, with **ninety (90) days** continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed **sixteen (16)** weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, employees may be eligible for benefits as any other employee absent on sick leave. **As soon as practicable**, such employee shall apply in writing for maternity leave, including advice to her Business Unit of the estimated date of delivery and her date of commencement of maternity leave. Maternity leave shall commence at a time designated by the employee, within **thirteen (13)** weeks of the estimated delivery date, but no later than the date of the birth of the child.

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

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

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

#### 6.13 Return From Maternity Leave

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

#### 6.14 Parental Leave

Natural and adoptive parents, who are employees with **ninety (90) days** continuous service, are entitled to parental leave without pay of up to **sixty-two (62)** weeks for the care of a newborn or newly adopted child. Parental leave may be available within the year that the child arrives home. If both parents are employed by The City, they may share the leave of absence, with the total leave not to exceed **sixty-two (62)** weeks. The parents may be granted leave simultaneously, subject to operational requirements. The terms and conditions of such leave shall be the same as those outlined in clauses 6.12 and 6.13.

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

### 6.15 Paternity Leave

Upon request, a father or same sex partner 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.

### 6.16 Adoption Leave

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence, without pay, for a period not to exceed **sixteen (16)** weeks. The terms and conditions of such leave shall be the same as those outlined in clauses 6.12 and 6.14 with the exception that such adoption leave shall commence on the date on which the adoptive parent first obtains custody of the child being adopted. Where both adoptive parents are employees of The City, they may share the adoption leave, with the total leave not to exceed **sixteen (16)** weeks. The parents may be granted leave simultaneously, subject to operational requirements.

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

### 6.17 Education and Training Leave

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

### 6.18 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the immediate Exempt Supervisor, no later than **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 regulation passed by The City relative to City pension and group insurance contributions. The City shall, on request, grant military leave to members of the Canadian Armed Forces Primary Reserve.

### 6.19 Religious Leave of Absence

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

### 6.20 Compassionate Care Leave

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

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

### 6.21 Family Leave

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

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

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

### 6.22 Time Off for Elections

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

## 7.00 VACATIONS, HOLIDAY, AND SERVICE ENTITLEMENTS

### 7.01 Service

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

### 7.02 Vacation Entitlement

- (A) All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as **per clause 7.01 and 7.07 and**, in accordance with the following:

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

Vacation entitlement in hours (based on **thirty-eight (38) or forty (40)** actual or average weekly hours). **Employees must work a full calendar year with a schedule averaging forty (40) hours a week prior to having their annual vacation entitlement reflected at forty (40) hours per week.**

- (B) It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.
- (C) Employees who take one of the following leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

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

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

### 7.03 Vacation Pay

Vacation pay for **one (1)** weeks' vacation as defined in **clause 7.02 (A)** shall be **either thirty-eight (38) or forty (40)** hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal **either thirty-eight (38) or forty (40)** hours per week. If scheduled weekly hours, or scheduled average weekly hours of work, are less than **thirty-eight (38)** hours per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

### 7.04 Banking of Vacations

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

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

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

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

**Weeks shall be based on the vacation entitlement hours set out in clause 7.02 Vacation Entitlement.**

7.05 Statutory Holidays During Vacation

**Statutory** Holidays occurring during the vacation period shall be given in addition to the above-mentioned vacation, or shall be paid for, as convenient.

7.06 Calculation of Vacation Pay

Vacation pay shall be based on the pay grade except as herein noted and shall be calculated on the rate paid for the major period of time during the preceding pay calendar year (i.e. PP01 – PP26). Any employee who is assigned for **four (4)** months or more of the preceding pay calendar year (i.e. PP01 – PP26) to shift work shall receive the shift differential pursuant to clause 5.15 in addition to their regular pay while on vacation.

7.07 Vacation Pro-ration

In order to establish a 1 January vacation credit date for employees hired after 1 January 1980, employees shall be entitled to a pro-rated vacation in their second calendar year of continuous employment, based on the ratio of the length of continuous employment (during their first calendar year of employment) to 1 calendar year. This pro-rated vacation entitlement must be taken between 1 January and 31 December of the second calendar year.

Employees moving into Local 709's jurisdiction from another City jurisdiction, who have attained permanency and have exhausted reversion rights **shall** have their vacation base date reset to reflect January 1<sup>st</sup> of the subsequent year from the most recent date of hire/rehire.

7.08 Vacation Pay Upon Termination

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

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

## 7.09 Statutory Holidays

The following shall be considered **Statutory Holidays**: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, the latter half (1/2) day on the last scheduled working day preceding Christmas Day, Christmas Day and Boxing Day (shall be December 26<sup>th</sup>). 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 the above-named **Statutory Holidays**, in which case the lieu **Statutory Holiday** only shall be recognized.

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

## 7.10 Statutory Holidays During Regular Work Period

- (A) **Full-time** employees shall receive at straight time as holiday pay the employee's normally scheduled hours of work for each of the **Statutory Holidays outlined in clause 7.09** occurring during their regular work period, plus double time (2X) for any hours worked on such days.
- (B) **Pay for the Statutory Holiday, for part-time employees shall be five percent (5%) of regular wages earned in the four (4) weeks immediately preceding the Statutory Holiday.**
- (C) Statutory Holiday premiums for hours worked on a Statutory Holiday that is an employee's regular day of work **shall** be determined based on the actual hours worked from midnight to midnight on the Statutory Holiday.

## 7.11 Statutory Holiday on Day Off

- (A) 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 day preceding the **Statutory Holiday**, or 9.5 hours, whichever is less, at straight time as holiday pay.

**Effective November 25, 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.**

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

- (C) **Full-time employees and part-time employees who have a set schedule have the option to either be paid out this Statutory Holiday pay or may bank the time.** If the employee chooses to be paid the **Statutory Holiday** pay, the rate **shall** be determined by the rate of pay on the shift preceding the **Statutory Holiday**. If the employee chooses to bank the time, the rate of pay for that banked time **shall** be determined by the hours most worked rate 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 **shall** also assume the hours most worked rate.
- (D) **On-call and part-time Employees without a set schedule are paid in accordance with (B) and are not entitled to bank the time.**

### 7.12 Statutory Holiday Pay During Absence From Work

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

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

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

## **8.00 UNIFORM ALLOWANCE**

### 8.01 Uniform Allowance

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

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

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

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

#### 8.02 Safety Footwear Allowance

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

Signed this 27<sup>th</sup> day of June, 2019.

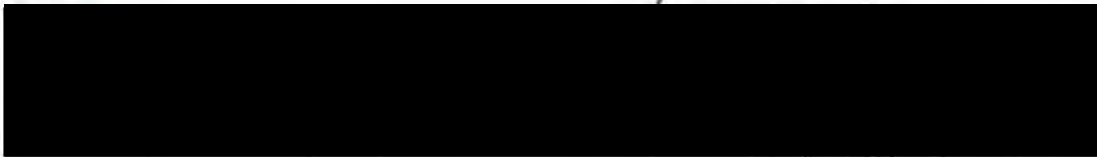
SIGNED ON BEHALF OF THE  
CORPORATION OF THE CITY  
OF CALGARY

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



CITY MANAGER

PRESIDENT



CITY CLERK

RECORDING SECRETARY

27 June 2019

<b>APPROVED</b>	
As to Content	MAB
Human Resources	my
As To Form Solicitors	VF

## SCHEDULE A: CLOTHING

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

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

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

SCHEDULE B: POSITIONS

GRADE	JOB CODE	WORK UNIT	POSITION TITLE
2	03901	Parks	Urban Forestry Foreman 2
2	03902	Parks	Amenities Foreman 2
2	03903	Parks	Maintenance/Pathways Foreman 2
2	03904	Parks	IPM Foreman 2
2	03905	Parks	Irrigation Foreman 2
<b>2</b>	<b>03999</b>	<b>Parks</b>	<b>Cemeteries Seasonal Forman 2</b>
3	03910	Parks	City Centre Specialist Foreman
3	03913	Parks	Cemetery Foreman
3	03952	Roads	Apoxy Truck Foreman
3	03963	Roads	Crosswalk Foreman
3	03911	Water Services	Seasonal Calgro Foreman
3	03907	Water Services	Storm Infrastructure Foreman
3	03912	Water Services	Utility Service Foreman
4	03927	Parks	Forestry Foreman 4
4	03928	Parks	IPM Foreman 4
4	03929	Parks	Horticulture Foreman 4
4	03989	Parks	Parks Seasonal Foreman
4	03926	Recreation	Assistant Golf Course Superintendent
4	03990	Recreation	Shift Supervisor
4	03914	Roads	Bridge Maintenance Foreman
4	03915	Roads	Concrete (Gradall/Stripping/Rehab) Foreman
4	03916	Roads	Concrete (Pouring/Formsetting) Foreman
4	03918	Roads	Roads Construction Services Foreman
4	03921	Roads	Roads Maintenance Foreman
4	03923	Roads	Signing and Sign Maintenance Foreman
4	03991	Roads	Traffic Foreman
4	03924	Water Services	Construction Services Support Foreman
4	03965	Water Services	Facilities Foreman
4	03909	Water Services	Meters Foreman
4	03922	Water Services	Shops Foreman
4	03925	Water Services	Underground Repair and Maintenance Foreman
<b>4</b>	<b>03913</b>	<b>Parks</b>	<b>Cemetery Maintenance Foreman</b>
5	03887	Parks	Parks Foreman Trainer
<b>5</b>	<b>03993</b>	<b>Parks</b>	<b>Cemetery Ops Foreman</b>
<b>5</b>	<b>07617</b>	<b>Parks</b>	<b>Horticulture Foreman</b>
<b>5</b>	<b>03980</b>	<b>Recreation</b>	<b>Building Operations Foreman</b>
5	03931	Roads	Concrete (Marking/Utilities) Foreman

5	03933	Roads	Crusher Plant Foreman
5	03935	Roads	Field Staff (Detours/Marking) Foreman
5	03937	Roads	Paving Foreman
<b>5</b>	<b>03889</b>	<b>Supply Management</b>	<b>Supply Foreman</b>
5	03930	Waste & Recycling Services	Commercial Collection Foreman
5	03936	Waste & Recycling Services	Landfill Operations Foreman
5	03938	Waste & Recycling Services	Residential Collection Foreman
5	03939	Waste & Recycling Services	Resource Recovery Foreman
5	03906	Waste & Recycling Services	W&RS Relief Foreman
5	03992	Water Services	Asset Maintenance Foreman
5	03986	Water Services	Facilities and Building Systems Foreman
5	03934	Water Services	Field Services Foreman
5	03964	Water Services	Hydrovac Foreman
5	03932	Water Services	Large Diameter Water Pipe Construction Foreman
5	03920	Water Services	Lead Calgro Foreman
5	03917	Water Services	Project Delivery Foreman
5	03971	Water Services	Asset Operations Lift Station Foreman
6	03942	Fleet Services	O/S Fleet Trades Foreman
6	03940	Parks	Amenities Supervisor
6	03951	Parks	Irrigation Supervisor
6	03953	Parks	Pathways Supervisor
<b>6</b>	<b>03977</b>	<b>Parks</b>	<b>Habitat Restoration Foreman</b>
6	03945	Recreation	Arena & Athletic Park Supervisor
6	03946	Roads	Bridge Maintenance Supervisor
6	03947	Roads	Concrete (Construction) Foreman
6	03968	Roads	Planning and Paving Operations Foreman
6	03949	Roads	Plants Foreman
6	03948	Roads	Roads District 1 Foreman
6	03950	Roads	Roads District Foreman
6	03985	Water Services	O/S WT Mechanical Maintenance Foreman
6	03944	Water Services	O/S WWT Maintenance Foreman
6	03966	Water Services	Storm Infrastructure Cleaning/Maint. Foreman
6	03954	Water Services	WT Chief Operator
6	03955	Water Services	WWT Chief Operator
7	03957	Parks	Cemetery Supervisor
7	03959	Parks	Forestry Supervisor
7	03961	Parks	IPM Supervisor
7	03962	Parks	Natural Areas Supervisor
<b>7</b>	<b>07836</b>	<b>Parks</b>	<b>Habitat Restoration Foreman</b>
7	03956	Recreation	Aquatics & Fitness Supervisor
7	03960	Recreation	Golf Course Superintendent

SCHEDULE C: RATES OF PAY

GRADE	December 26, 2016	December 23, 2019 (1.5%)
1	\$36.08	\$36.62
2	\$37.26	\$37.82
3	\$38.85	\$39.43
4	\$40.61	\$41.22
5	\$42.65	\$43.29
6	\$47.75	\$48.47
7	\$50.63	\$51.39

## SCHEDULE D: SUPPLEMENTATION OF COMPENSATION

1. (A) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and include any person to whom the employee and spouse stood in *loco parentis*.
- (B) "dependent child" means an unmarried child, who, at the time the employee died, was being supported by the employee and
  - (i) is less than eighteen (**18**) years of age; or
  - (ii) is eighteen (**18**) years of age or over; and not more than twenty-one (**21**) years of age, and is in attendance full-time at an accredited school or university, having been in such attendance substantially without interruption since he reached eighteen (**18**) years of age; or
  - (iii) is eighteen (**18**) or more years of age and not more than twenty-one (**21**) years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen (**18**) years of age.
- (C) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
  - (i) a disability is severe only if by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation; and
  - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death.
- (D) "full pay" means the regular biweekly earnings and service pay that the employee was entitled to receive at the time he was disabled or killed. Regular biweekly earnings shall be based on the regular rate of pay for the **regular** position of the employee at the time he was disabled or killed and the regular number of biweekly hours applicable to that employee's status. Applied to these regular biweekly earnings **shall** 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 or salary changes negotiated from time to time in accordance with the Collective Agreement; less

deductions in an amount equivalent to all normal deductions provided however that the full pay **shall** never be less than that which the employee was receiving at the time the employee was killed or disabled.

- (E) "normal deductions" shall mean those items which would have been deducted from the regular earnings of the employee, in the normal course of events had he not been disabled or killed, and without limiting the generality of the foregoing, shall include any and all deductions for federal or provincial income tax according to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only). Employment Insurance premiums, Group Life Insurance premiums, extended health and dental benefits, and Alberta Health Care Insurance premiums or any of their equivalents that might have been payable by the employee from time to time.
  - (F) "widow" means a woman who has survived an employee to whom she was lawfully married and who was being wholly or partially supported by the employee at the time of death and where there is no lawful spouse at the time of death of the employee includes a common-law spouse.
  - (G) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by the employee at the time of death and where there is no lawful spouse at the time of death includes a common-law spouse.
  - (H) "common-law spouse" includes any man or woman who, although not legally married to an employee, lives and co-habits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of five years or more; or has maintained such relationship for a continuous period of two years or more and has borne/sired the child or children of such employee, or has adopted a child or children of the employee, or has adopted a child or children with the employee; and is generally known as the employee's spouse in the community in which they lived at the time of death of the employee.
  - (I) "employee" means a permanent employee.
2. Where an employee is disabled or killed as a result of an accident arising directly out of the course and in the scope of his employment with The City of Calgary, The City shall pay to the employee, if disabled, or to the employee's widow, widower, common-law spouse or dependent children, if killed, the employee's full pay under the terms and conditions hereinafter set out PROVIDED the accident is not proven to be an intentional act to cause injury or death.

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

7. Any sums of money payable by The City to any dependent child under the age of eighteen (**18**) years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
8. The City shall continue to ensure that the widow or any dependent child **shall** be covered by the appropriate extended health and dental benefits plan, and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the widow, widower, common-law spouse or any dependent child at all times remains eligible for such coverage.
9. On the date that the employee would have reached the age of **sixty-five (65)** years had he not been killed under the circumstances set out in Article 2, or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is earlier, The City shall pay to the surviving widow, widower, or common-law spouse, if alive and if she has not remarried or entered into a common-law relationship, biweekly, an amount equal to the monthly pension to which she would have been entitled as a widow had the employee died subsequent to his retirement date, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent application to employees of The City in existence at the date that the employee would have retired from the employ of The City had the employee not been killed.
10. In the event an employee is disabled under circumstances set out in Article 2, The City shall pay to the employee biweekly subject to the deductions set out in Article 6, the full pay that he would have received from The City had he not been disabled until such time as the employee dies or the date that the employee reaches the age of **sixty-five (65)** years or the date the employee would have been at least **fifty-five (55)** years and eligible for pension under the '85 factor', whichever is earlier, PROVIDED THAT if the employee fully recovers and is capable of being employed by The City at a salary which is equal to or in excess of the employee's full pay, The City's obligation herein shall cease.
11. Where a disabled employee partially recovers and The City finds alternative employment for the employee within The City or any of its associated Boards, Commissions, Authorities or Agencies which the employee is capable of performing, the full pay which the employee is entitled to receive shall be reduced by the earnings received from such employment.
12. A disabled employee may earn from employment, other than employment with The City or any of its Associated Boards, Commissions, Authorities or Agencies, up to twenty percent (20%) of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this Schedule shall be administered by Human Resources.

14. Affidavits in a form and containing such information as may be prescribed by The City shall be filed annually with and on a date to be specified by Human Resources by the following persons:
- (A) widow, widowers, or common-law spouse;
  - (B) guardians of dependent children under the age of **eighteen (18)** years;
  - (C) dependent children over **eighteen (18)** years of age;
  - (D) disabled employees.
15. Throughout this Schedule, where the term "employee" is used and where a term reflecting male and/or female gender is used, it shall be considered that either the feminine or masculine have been used where the context of the application so requires. The terms "widow", "widower", and "common-law spouse" shall apply to both same-sex and opposite-sex relationships.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

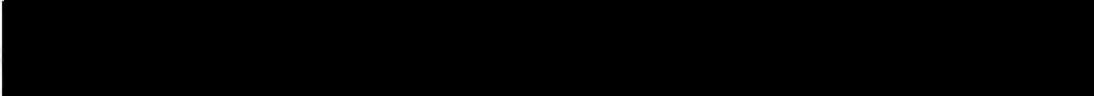
RE: FLEET SERVICES INTEGRATION AGREEMENT

It is agreed that either The City of Calgary or CUPE Local 709 may deem it advisable or necessary to amend the original Fleet Services Integration Agreement. This shall be addressed through a negotiated process which includes Local 583 of the Amalgamated Transit Union and Local 37 of the Canadian Union of Public Employees.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

President 

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: JOB SHARING

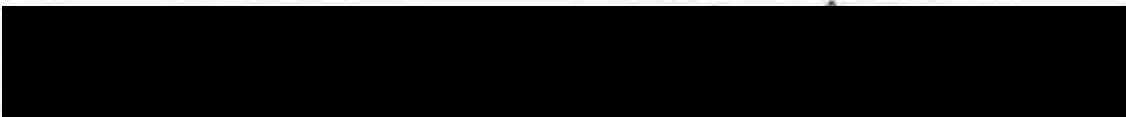
The parties recognize that, over the term of this Agreement, permanent employees whose bargaining rights are held by CUPE Local 709 may approach their employing Business Unit(s) with proposal(s) to enter into job sharing arrangements. In this event, it is agreed that The City and CUPE Local 709 **shall** endeavour to establish an arrangement which is consistent with The City's corporate guidelines for job sharing.

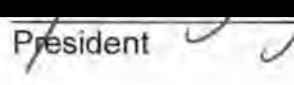
Any job-sharing agreement reached **shall** be subject to ratification by CUPE Local 709 and The City.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
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Manager, Labour Relations

  
\_\_\_\_\_  
President

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: TRAINING - RATES OF PAY

Trainers

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

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


Trainees

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

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

  
President

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

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

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

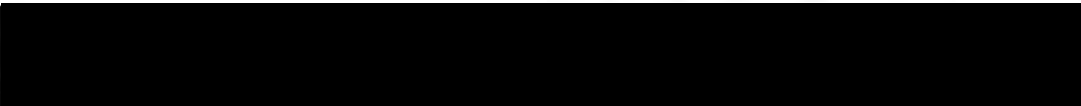
When an eligible employee is in receipt of compensation from WCB, from a claim initiated under the employ of The City of Calgary, The City **shall** "top-up" the WCB payment until it is equal to **one hundred percent (100%)** of the eligible employee's gross earnings (at the basic pay rate) for a period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


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

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

President 

LETTER OF UNDERSTANDING #5

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

**RE: OUT OF SCHEDULE RATES OF PAY**

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


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


The Union **shall** be notified of any market evaluated positions.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

President 

LETTER OF UNDERSTANDING #6

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: LAYOFF PROCEDURE

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

Prior to initiating layoffs under Article 4.00, The City may, for the purpose of retention of employment for permanent employees of the bargaining unit:


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

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

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
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Manager, Labour Relations

  
\_\_\_\_\_  
President

LETTER OF UNDERSTANDING #7

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, FLEET SERVICES

This Letter of Understanding applies to Foremen working within the Fleet Services work unit. This includes the following position:

- **O/S** Fleet Trades Foreman (03942).

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

5.02 Hours of Work

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

5.04 Overtime Entitlement

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

## 7.02 Vacation Entitlement

- (A) All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as **per clause 7.01 and 7.07 and** in accordance with the following:

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

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

- (B) It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.
- (C) Employees who take one of the following leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.

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

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

## 7.03 Vacation Pay

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


Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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



Manager, Labour Relations

President 

LETTER OF UNDERSTANDING #8

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, PARKS – 10 HOUR SHIFT

This Letter of Understanding applies to those Foremen working in Parks on a **ten (10)** hour shift. This includes the following positions:

- Amenities Foreman 2 (03902);
- Amenities Supervisor (03940);
- Cemetery Foreman (03913);
- Cemetery Supervisor (03957);
- City Centre Specialist Foreman (03910);
- Forestry Foreman 4 (03927);
- Forestry Supervisor (03959);
- Horticulture Foreman (07617);
- Horticulture Foreman 4 (03929);
- IPM Foreman 2 (03904);
- IPM Foreman 4 (03928);
- IPM Supervisor (03961);
- Irrigation Foreman 2 (03905);
- Irrigation Supervisor (03951);
- Maintenance/Pathways Foreman 2 (03903);
- Natural Areas Supervisor (03962);
- Parks District Supervisor (03958);
- Parks Foreman Trainer (03887);
- Parks Seasonal Foreman 4 (03989);
- Pathways Supervisor (03953);
- Urban Forestry Foreman 2 (03901).

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

## 5.02 Hours of Work

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

## 5.04 Overtime Entitlement

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

## 7.02 Vacation Entitlement

- (A) All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as **per clause 7.01 and 7.07 and**, in accordance with the following:

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

\* Vacation entitlement in hours (based on an average of **forty (40)** actual weekly hours). Employees **shall** receive a pro-rated vacation entitlement based on the average number of weekly hours.

- (B) **It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.**
- (C) **Employees who take one of the following leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.**

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

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

7.03 Vacation Pay

Vacation pay for **one (1)** weeks' vacation as defined above shall be **forty (40)** hours regardless of the employee's normal work schedule.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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



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Manager, Labour Relations

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President

LETTER OF UNDERSTANDING #9

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: HOURS OF WORK, WATER TREATMENT

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

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

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

5.02 Hours of Work

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

5.04 Overtime Entitlement

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

## 7.02 Vacation Entitlement

- (A) All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as **per clause 7.01 and 7.07 and** in accordance with the following:

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

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

- (B) **It is understood that vacation requests shall require pre-approval from the Exempt Supervisor.**
- (C) **Employees who take one of the following leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.**

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

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

## 7.03 Vacation Pay

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

Dated this 27<sup>th</sup> day of June, 2019

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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



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Manager, Labour Relations

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President

LETTER OF UNDERSTANDING #10

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: SEASONAL MOVEMENT OF PERMANENT FOREMEN 4 WITHIN ROADS

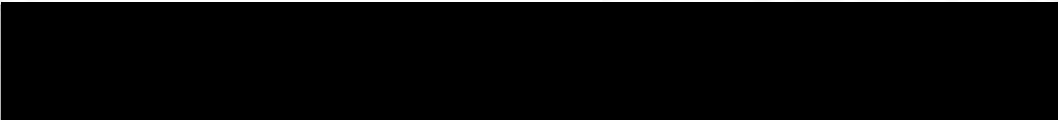
This letter confirms the understanding between The City of Calgary and C.U.P.E. Local 709 concerning the seasonal movement of Foremen 4 for the Maintenance, Construction, and **Business** Services work unit.

For the purposes of employee development and operational requirements, permanent Foremen 4, **except those who are also relief Foreman 6 assigned to a Roads Maintenance depot**, shall be eligible to apply or may be assigned to lateral seasonal Foreman assignments. Such vacancies **shall** be offered either as opportunities for further development and filled based on skills, ability and experience and/or, assigned and filled based on reverse order of seniority. Upon completion of the assignment, such Foremen **shall** be returned to their **regular** base position.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
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Manager, Labour Relations

  
\_\_\_\_\_  
President

LETTER OF UNDERSTANDING #11

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WATER RESOURCES (FACILITY OPERATIONS) & WATER SERVICES (FIELD OPERATIONS) RELIEF PROCESS

This letter **shall** confirm the following understanding between The City and The Union with regard to relief positions and their administration for the Water Resources (Facility Operations) & Water Services (Field Operations) Work Unit.

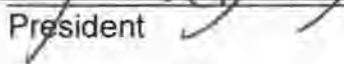
- a) When a Foreman 3, Foreman 4, Foreman 5, or Foreman 6 is absent from work, with less than **twelve (12)** hours notice from the Construction Services or Field Services Work Units, relief may be assigned to the highest ranked, on-shift employee, on the applicable relief list currently assigned within the operational area (e.g. Central, South, North). This applies to absences that do not exceed one (1) calendar day.
- b) The City shall exhaust all efforts to assign the highest ranked employee for relief. However, in the event the senior employee is unavailable, the next senior and available employee may be assigned.
- c) When a Foreman 3, Foreman 4, Foreman 5, or Foreman 6 relief is greater than one (1) calendar day relief shall be assigned to the highest ranked employee on the applicable relief list regardless of the section in which they are currently assigned.
- d) Relief Foreman 3, Foreman 4, Foreman 5 and Foreman 6 are assigned relief within their current shift but may be assigned to other shifts due to operational requirements.

Signed this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

  
President

LETTER OF UNDERSTANDING #12

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WASTEWATER TREATMENT SITE SPECIFIC RELIEF

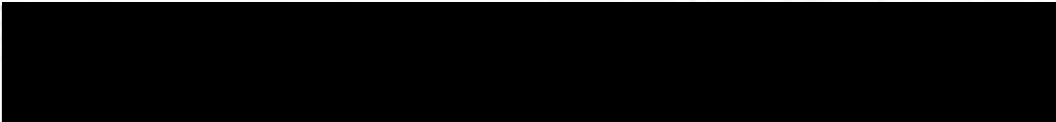
This letter **shall** confirm the following understanding between The City and The Union with regard to Relief Positions and their administration for the Wastewater Treatment Work Unit.

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

Signed this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
\_\_\_\_\_  
Manager, Labour Relations

  
\_\_\_\_\_  
President

LETTER OF UNDERSTANDING #13

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: WATER TREATMENT SITE SPECIFIC RELIEF

This letter **shall** confirm the following understanding between The City and The Union with regard to Relief Positions and their administration for the Water Treatment Work Unit.

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

Signed this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

[Redacted signature area]

Manager, Labour Relations

President

LETTER OF UNDERSTANDING #14

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FLEET SERVICES SITE SPECIFIC RELIEF

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

- a) The City shall assign relief Foreman 6 by the top ranked employee in each Operating Section who is on the applicable F6 relief list to relieve for the Foremen 6 who is absent from work or relieving elsewhere in the Operating Section. This process **shall** be followed for relief up to **thirty-five (35)** calendar days. For the Maintenance (Satellites) Operating Section only, The City may first assign the top ranked employee at the specific site who is on the applicable F6 relief list for relief up to **thirty-five (35)** calendar days before going to the top ranked employee in the operating section.
- b) When Foreman 6 relief is greater than **thirty-five (35)** calendar days, relief shall be filled from the top of the established applicable Foreman 6 relief list.
- c) Relief Foreman 6's are assigned relief within their current shift but may be assigned to other shifts due to operational requirements.
- d) Operating Sections for the purposes of this letter are as follows:
  1. Fleet Services – Commissioning
  2. Fleet Services – Manufacturing
  3. Fleet Services – Maintenance (Manchester)
  4. Fleet Services – Maintenance (Satellites)

Signed this 27<sup>th</sup> day of June, 2019

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

[Redacted signature area]

Manager, Labour Relations

President [Signature]

LETTER OF UNDERSTANDING #15

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: PARKS RELIEF PROCESS

This Letter of Understanding confirms the agreement between The City and The Union with regard to relief assignments and their administration for the Parks Business Unit. **The parties agree to substitute this Letter of Understanding for clause 4.08 (E).**

Subject to operational needs, from November 1<sup>st</sup> to March 31<sup>st</sup> The City may assign relief utilizing the following process. During the period of time from April 1<sup>st</sup> to October 31<sup>st</sup> inclusive, The City shall assign relief utilizing the process outlined herein.

It is understood that **the relief process** shall be utilized to **fill temporary seasonal assignments and** backfill absences for both permanent and seasonal foremen positions.

Under thirty-five (35) day relief opportunities shall be assigned using the following Site-Specific Areas in Calgary Parks:

- Zone 1 North and West Region
- Zone 2 North and West Region
- Zone 3 North and West Region
- Zone 4 North and East Region
- Zone 5 North and East Region
- Zone 6 South Region
- Zone 7 South Region
- Zone 8 Centre City Region
- North Operations Urban Forestry
- South Operations Urban Forestry
- Nursery Operations Urban forestry
- Park Infrastructure
- Water Management
- Cemeteries
- Pathways
- Integrated Pest Management

Subject to the provisions noted above, when management determines that an under thirty-five (35) day relief assignment is required; relief shall be assigned to the top ranked employee working in the Site-Specific Area that is on the applicable relief list.

For the Operating Regions and Urban Forestry only; if there isn't an employee working in the Site-Specific Area who is on the applicable relief list, the opportunity shall be filled by the top ranked employee working in the broader Operating Region or Urban Forestry Operations respectively.

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

**Should a relief assignment be extended for any reason, it is understood and agreed that the incumbent shall continue in the relief assignment to its conclusion except in cases where the employee accepts an opportunity for a relief assignment in a more senior Foreman classification.**

Relief opportunities shall be assigned to employees within their current shift, but employees may also be assigned to relief opportunities on other shifts to meet operational requirements.

**Employees shall be removed from the relief list if they do not have one (1) active day of relief within a twelve (12) month period, not arising from an absence due to a protected ground.**

Signed this 27<sup>th</sup> day of JUNE, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
Manager, Labour Relations

  
President

**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**THE CORPORATION OF THE CITY OF CALGARY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709**

**RE: GOLF COURSES SITE/SHIFT SPECIFIC RELIEF**

This letter confirms the understanding between The City and C.U.P.E Local 709 concerning the administration of relief in the Golf Courses work unit. The parties agree to substitute this Letter of Understanding for clause 4.08 (E).

Management shall assign base operational Foreman hours by foreman job code to each site at the beginning of each operating season. Where no Foreman base operational hours have been assigned to a site, employees shall be directed to report to a Foreman at a designated adjacent site.


During the operating season, the parties agree that relief shall be administered for Golf Course Superintendent and Assistant Golf Course Superintendent base operational hour absences greater than one day in the following manner:

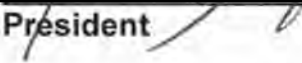
- a) The City shall assign the top ranked relief Foreman from the associated relief list (either Golf Course Superintendent or Assistant Golf Course Superintendent), who is working at the same site the relief opportunity exists. Where the relief opportunity is less than a full week in duration, the relief Foreman shall maintain his scheduled daily hours. Where the opportunity is greater than a week in duration, the relief Foreman's weekly schedule shall be changed. This process shall be followed for relief opportunities less than thirty-five (35) calendar days.
- b) When Foreman relief opportunities are greater than thirty-five (35) calendar days, relief shall be filled from the top of the established relief list.

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
\_\_\_\_\_  
Manager, Labour Relations

  
\_\_\_\_\_  
President

LETTER OF UNDERSTANDING #17

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: RECREATION SHIFT SPECIFIC RELIEF

This letter **shall** confirm the following understanding between The City and The Union with regard to Relief Positions and their administration for the Recreation Work Unit. During the term of this collective agreement, the parties agree to substitute the following letter of understanding for clause 4.08 (E).

Due to the operational difficulties associated with replacing relief Foreman, planned Foreman absences shall be backfilled with a relief Foreman from the first day of the absence. Unplanned Foreman absences shall be backfilled with a relief Foreman on the second day of the absence. All absences that result in less than twenty-four (24) hours notice shall be treated as unplanned.

The City shall assign relief as follows:

**(A) The City shall offer relief Foreman assignments utilizing the following process:**

- 1) **The City shall first offer to** the top ranked relief Foreman from the established Recreation relief list, who is working the same day but not necessarily the same shift within the same complex, to relieve for a Foreman who is absent from work.
- 2) If **that** relief Foreman is **not** available, **The City shall then offer the relief opportunity to the top ranked relief Foreman from the established Recreation relief list, who is working** within the complex.
- 3) **The City shall then offer the relief assignment to all relief Foreman from the established Recreation relief list within the Region, the relief assignment shall be filled by the relief Foreman who first responds to the request.**
- 4) **The relief assignment shall then be offered to all relief Foreman from the established Recreation relief list, and shall be filled by the relief Foreman who first responds to the request.**

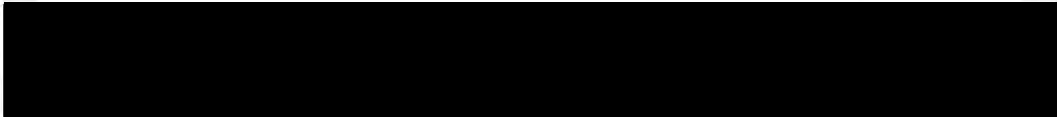
As a result, multi-day relief opportunities may be divided among several relief Foreman to cover the absence. This process shall be followed for relief up to **thirty-five (35)** calendar days.

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

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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



Manager, Labour Relations

President

LETTER OF UNDERSTANDING #18

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: ROADS MAINTENANCE SITE SPECIFIC RELIEF

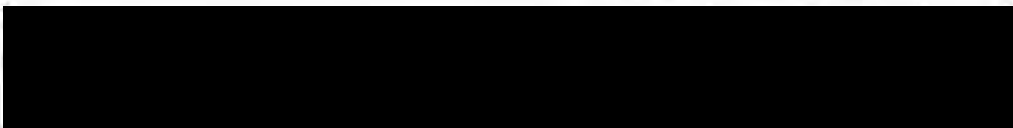
This letter **shall** confirm the following understanding between The City and The Union with regard to Relief Positions, and the administration of district relief for the Maintenance Division of the Maintenance, Construction, and **Business** Services Work Unit. **The parties agree to substitute this Letter of Understanding for clause 4.08 (E).**

- a) The City shall assign relief Foreman 6 from the established Roads Maintenance relief lists to relieve for a Foreman 6 who is absent from work or relieving for the District Manager.
- b) Relief Foreman 6s are assigned relief within their current district but may be assigned to other districts due to operational requirements.
- c) In the event that the Foreman 6 and relief Foreman 6 are both absent from **the depot** for more than **one (1)** day, the Foreman 6 relief assignment **shall** be filled using **the Relief 6 from another depot in the same district, where one exists.**
- d) **If no relief Foreman 6 is available within the district, the assignment shall initially be filled by the top ranked employee on the Relief Foreman 6 list, who is not already relieving in the position. Once a relief Foreman 6 assigned to the depot becomes available, he shall be assigned the remainder of said relief assignment.**

Dated this 27<sup>th</sup> day of June, 2019.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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

  
\_\_\_\_\_  
Manager, Labour Relations

  
\_\_\_\_\_  
President