

**2011 – 2014 COLLECTIVE AGREEMENT
CUPE LOCAL 709
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MEMORANDUM OF AGREEMENT made this 29 th day of July, 2011.

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 # 77-2006.

1.03 Term of Agreement

This Agreement shall be in full force and effect as of **January 3, 2011**, and shall continue in full force and effect to **January 5, 2014**, 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 60 days and not more than 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 will 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 will be carried out as follows:

- (A) Upon receipt of an approved Job Evaluation Questionnaire (JEQ) for a new position, Human Resources will conduct a review and complete a rating within 6 months. Upon completion of the rating Human Resources will notify the incumbent (if one exists), the Exempt Supervisor and the Union of the rating decision.
- (B) The effective date of the rating will 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. In such cases:

- (A) Any employee whose position has changed significantly shall have the right to submit a JEQ which shall be forwarded to the Exempt Supervisor. Upon the timely completion of this supervisory review, the approved JEQ will be forwarded to Human Resources. Human Resources shall conduct a review and complete a rating within a maximum period of six (6) months from the receipt of the JEQ.
- (B) Where the classification of a position is lowered, but no demotion is intended, the employee concerned shall not be reduced in pay during the period of his incumbency (except in the event of a general service-wide reduction) but he shall not be entitled to a salary increase except as such an increase may be possible within the range of the class to which his position is reallocated.
- (C) Where the classification of a position is raised, the employee concerned will be placed in the higher salary grade. The effective date of any changes to the classification of a position will 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, within 30 days of the notification of results as per clause 1.07 or 1.11, have the right to submit an appeal, on an Appeal Form, to a Job Evaluation Appeal Committee. The Union shall have the right to appeal new **compensable factor ratings** where there is no incumbent.

The Job Evaluation Appeal Committee shall be comprised of 3 members of the Union and 3 members from the City and 1 person from Human Resources to act as Chairman.

If the Job Evaluation Appeal Committee is unable to unanimously agree within 30 days on whether the compensable factors are correctly rated in accordance with the Job Evaluation Manual, such dispute shall be submitted, within 5 days through the grievance procedure beginning at Step 3.

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

The City will 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 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 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 10 years of service, and in addition to the normal notice before layoff, an employee shall receive 2 weeks at 1/2 of his regular pay for each year served beyond 10 years to a maximum of 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 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

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

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

2.10 Harassment

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

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

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

2.11 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 will 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, will form the framework of reference within which the safety program will 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 superintendents 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. Committee appointments shall be by mutual agreement. Such committees shall meet regularly (i.e., monthly) to deal with concerns pertinent to Occupational Health and Safety. Terms of reference for committees shall include **at minimum, the following three 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 will 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 will 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 will 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 will 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 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) It is further agreed that after 2 years, any disciplinary document will be removed from the employee's personal record in Human Resources, his own Business Unit, and The Union's file and destroyed and not held against the employee or The City in any way. **Any accumulation of ten (10) or more days of absence from work 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.

3.03 Filing Time Limit

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

3.04 Filing Procedure

No grievance shall be considered except under the following procedure, including specifically the placing of the grievance in writing 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.

A policy grievance may only be submitted by the Union Executive. Steps 1 and 2 of the Grievance procedure may be bypassed.

3.05 Working Days

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

3.06 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.

3.07 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.

3.08 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.

3.09 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 5 working days of receipt of the request**. A decision shall be rendered within two working days of the presentation. If a settlement satisfactory to the employee is not reached, the grievance may proceed to Step 2;

Step 2 - Within 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 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 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 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 3.10, for final and binding settlement on all parties.

3.10 Arbitration

Within 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 7 days inform the other party of the name of its appointee to the Grievance Arbitration Board. The 2 appointees so selected shall, within 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 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 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.

3.11 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 will be based on time spent in the work unit.

(B) Established Position

An established 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 an established 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 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 9th and 21st month of continuous service for those temporary full-time employees. For the purpose of determining the 24 months of work period, any accumulation of 10 or more **working** days of absence from work shall be added to the stipulated 24 month period.

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

(E) Probationary Period

A complete 6 month period of work in a continuous period of service shall be served by all employees in any established position in order to assess employees' abilities to meet the requirements of such established 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 10 or more days of absence from work shall be added to the stipulated 6 month period. Probationary status reports shall be completed, at the 3rd, 5th, 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.

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 30 consecutive days (except as specified in Article 6.00), and as per the provisions of clause 3.08. **Employees will 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) Discharge for just cause;
- (2) Resignation;
- (3) Absence from work for 4 regularly scheduled consecutive working days without notifying The City;
- (4) Terminations;
- (5) Decisions of the Grievance Arbitration Board;
- (6) 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
- (4) Calgro
- (5) Water Treatment

Work Units in **The Chief Financial Officer's Department** are defined as:

- (6) Supply

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

- (7) Parks
- (8) Golf Courses
- (9) Aquatics and Fitness Centres, Leisure Centre Aquatics; Boat Patrol
- (10) Arenas/Athletic Parks and Leisure Centre Arenas
- (11) Zoo Horticulture
- (12) Calgary Police Service Maintenance Branch
- (13) Calgary Police Service Transportation Branch

Work Units in Transportation are defined as:

- (14) Maintenance, Construction and **Support Services**
- (15) Traffic

Work Units in **Corporate Services** are defined as:

- (16) Fleet Services – Fleet Operations
- (17) Fleet Services – Maintenance (Manchester)
- (18) Fleet Services – Maintenance (Satellites)

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 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 will be dispatched by Priority Post (signature required) to the last known address with an appointment set for a time no sooner than 14 calendar days following the date of dispatch. Failure to reschedule the appointment prior to same or appear for documentation will 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 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 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 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 will 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 will 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) A 'relief foreman' eligibility list shall be established and maintained for the work units, as defined in clause 4.03, in accordance with the principles outlined in clause 4.04 (A). 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) 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 (as defined in clause 4.03 (9), (10) and (11) will take into account qualifications and seniority only and typically be used for short term situations. They will not exceed 35 calendar days in duration.

4.09 Information to The City

It shall be the responsibility of each employee and previous employees to keep Human Resources (268-5800) and the work unit informed of his current address and phone number.

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. Part-time employees shall receive a pro-rated share of the applicable benefits as provided under the Plan.

4.11 Reversion

- (A) When a permanent employee is transferred or promoted to an established position within the bargaining unit, he shall be permitted to or may be required to revert to his former established 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 will 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 established 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 will 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.

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 will return to his former work unit and to the position held prior to the relief or temporary assignment.

The parties agree to review the duration of relief and temporary assignments whose duration, for other than seasonal requirements, exceeds six months.

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

- (1) The hours of work, subject to the specific provisions of this Agreement, shall be 9.5 hours per day, 4 consecutive days per calendar week, to a total of 38 hours per week, with consecutive days off; or
- (2) 12 hours per day, on scheduled basis in which over a 6 week period of time, shall average 38 hours per week, with consecutive days off; or
- (3) On a scheduled basis, shall average 38 hours per week, with consecutive days off.

5.03 Standard Work Day

The standard work day, subject to the specific provisions of this Agreement, shall be any 9.5 hours worked within the 11 consecutive hours between 0700 and 1800 hours.

5.04 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled weekly 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 38 hours.

5.05 Rest Periods

Rest breaks shall be pro-rated against a daily maximum of 60 minutes during a 12 hour scheduled shift [which may occur in 2 or 3 periods during that shift], and a daily minimum of 40 minutes during a 9.5 hour schedule shift [in 2 periods during that shift].

All part-time employees working more than a 4 hour shift, shall be permitted a rest period of 20 minutes, at least once per 4 hours worked, as assigned by The City.

5.06 Schedules of Work

Whenever shifts are established, employees and/or shifts shall rotate at least every 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 Job Preparation

A maximum of 1/2 hour per day, at straight time rates shall be paid in recognition of those instances where a reasonable amount of time is required by Foremen designated by The City to perform and have performed advance job preparation and direction prior to and/or after regular hours of work.

Call-out pay takes precedence over the pay provisions of this clause.

5.09 Overtime

Overtime will 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.

5.10 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.

5.11 Overtime Distribution

In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible among those qualified to do the work in the work unit over the 12 month period commencing with the first pay period in April of each year.

Only the permanent employee (or the designated relief) who is permanent in that **position** and who is working in that **position** at the time overtime is to be worked, shall be initially eligible for such distribution. If such overtime work is refused, it may then be distributed to employees on the relief list for and relieving in that **position** at the time overtime is to be worked.

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

5.12 Overtime Work

- (A) Overtime shall be calculated on the basis of double time (2X) the regular rate of pay. 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 (15 minutes) shall be the basis used in the calculation of overtime pay and all such overtime shall be recorded daily for pay purposes.
- (B) Time off may be taken in lieu of overtime with the mutual agreement between the employee and The City. In the event agreement is not reached, subclause (4) below shall apply. Such time off shall be granted based on double time (2X) the actual hours of overtime worked. In addition, such lieu time will 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) in the taking of lieu time, the employee shall be required to take full shifts off only, or may be permitted by the City to take part shifts off for medical appointments or for other reasons, and shall be paid for such time at the hours most worked rate. If banked overtime is subsequently paid out, it will be paid out at the hours most worked rate;
 - (3) the number of overtime hours in the overtime bank can not exceed 38 overtime hours (i.e. 76 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**;
- (C) A 1/2 hour paid break will be allowed employees working overtime beyond their regular shift. Such break will occur after more than 2 hours of overtime worked provided work continues following the break and after every 4 hours of overtime thereafter.

5.13 Holiday Work

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

5.14 Call-Outs

'Call-Outs' shall be paid at the rate of double time (2X) for all hours so worked, with a minimum of 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 will be provided a minimum of 1 hour's pay or pay for the actual time worked, whichever is greater, both at two times (X2) their hourly rate.

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

5.15 Work Day Extensions

Extensions of the day's work which are interrupted by an unpaid break in excess of 2 hours shall be paid as 'Call-Outs' regardless of prior notification having been given. Employees shall receive a 30 minute paid break upon completion of each 4 hours worked.

5.16 Shift Differential

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

5.17 Shift Change Notice

24 hours notice shall be given before change of shifts whenever practicable. Failure to give at least 12 hours rest (excluding Job Preparation time) 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.

5.18 Weekend Work

All employees whose regular and scheduled work week includes work on Saturday and/or Sunday shall receive 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 will receive up to a maximum of two and one-half (2 ½) hours extra straight time pay.

5.19 Pay Procedure for Relieving in Senior Positions

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

5.20 Service Pay

Service Pay shall be paid to permanent employees only and shall be calculated at the rate of \$10 per month additional to pay for the class of work, after 10 years' continuous service with The City; \$15 per month after 15 years' continuous service with The City; \$20 per month after 20 years' continuous service; \$25 per month after 25 years' continuous service.

Service pay shall be paid on an annual basis, on a pay period in December.

5.21 Inability to Report

It shall be the responsibility of the employee to notify his Exempt Supervisor (or stipulated contact) **no less than 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.

5.22 Standby Pay

On occasions where an employee is directed to be personally available or accessible to the operation during 'off hours' and this requirement limits or restricts the employee's activities away from the job, the standby premium will be \$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 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 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 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 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 2 months in advance of such leave. Applications are generally not granted during prime times as defined by the Business Units. The Exempt Supervisor will 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 Business Unit with no decrease in status. The employee shall have the right on giving 1 month's notice to return to their previous position.

6.05 Union Business Leave of Absence

Any employee granted any leave for union business will 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 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 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, excluding payment for travelling, meals, or other expenses. The employee will 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 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, 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; 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

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, 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, 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 6 month's continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed 15 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. During the first 6 months of her pregnancy, 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 12 weeks of the estimated delivery date, but no later than the date of the birth of the child.

Notwithstanding the preceding, a pregnant employee shall not continue in her position following such time as, in the opinion of the City's consulting physician and in consultation with her personal physician, her ability to carry out her assignments is limited by her pregnancy. At this time the eligible employee may be required to commence maternity leave if she is within 12 weeks of the estimated delivery date.

During such maternity leave, the employee shall be entitled to accumulate service and seniority in accordance with the Collective Agreement.

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 and any other levies normally in force had such leave of absence not been granted.

6.13 Maternity Leave - New Employees

A pregnant employee, who has less than 6 months continuous service, may apply, and at the discretion of the City, be granted maternity leave without pay on the same conditions as an employee in Clause 6.12. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave.

6.14 Return From Maternity Leave

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

6.15 Parental Leave

Natural and adoptive parents, who are employees with 6 months continuous service, are entitled to parental leave without pay of up to 37 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 37 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 6.14.

6.16 Paternity Leave

Upon request, a father shall be given 1 day's leave of absence with pay for attending either the delivery of the child, or attending to the release from hospital of his spouse who has given birth, or on the day of first obtaining custody of a child who has been legally adopted.

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 General 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 Office of the City Solicitor will 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 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 2 months in advance of such leave. Such request must be accompanied by documentation that both the request and the religion are bona fide.

6.20 Adoption Leave of Absence

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 15 weeks. The terms and conditions of such leave shall be the same as those outlined in Clauses 6.12 and 6.15 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 15 weeks. The parents may be granted leave simultaneously, subject to operational requirements.

The employee shall give, where possible, written notice of at least 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.

6.21 Family Leave of Absence

A permanent employee, who has at least one year's service with The City, 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. No loss of service or seniority shall result from such leave.

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

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 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 Article commences on an employee's most recent date of hire, recall or rehire in The City's service and accumulates continuously until it terminates upon termination, resignation, failure to return from leave, layoff or discharge from The City.

Excluding leaves of absence with pay (bereavement, paternity, witness duty, education, and election), vacations, holidays, leaves without pay for Union office or Union business, maternity and adoption leaves, all other leaves of absence for any other reason and suspensions shall effect a proration of vacation and service pay.

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

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

7.02 Vacation Entitlement

All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as applicable, in accordance with the following:

<u>Anniversary or Calendar Years of Continuous Service</u>	<u>Vacation Entitlement</u>	<u>Entitlement in hours *</u>
1 year	2 weeks	76
2 years	3 weeks	114
8 years	4 weeks	152
17 years	5 weeks	190
25 years	6 weeks	228
30 years	7 weeks	266

* Vacation entitlement in hours (based on 38 actual or average weekly hours).

7.03 Vacation Pay

Vacation pay for 1 week's vacation as defined above shall be 38 hours regardless of the employee's normal work schedule, if scheduled weekly hours, or scheduled average weekly hours of work, equal 38 hours per week. If scheduled weekly hours, or scheduled average weekly hours of work, are less than 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 3 weeks or more vacation, shall be entitled, upon written request, to save and carry forward to a pre-determined vacation period, 1 week of annual vacation per annum to a maximum of 6 weeks, subject to the written approval of the General Manager / Leader and the needs of the operations. Subject to the preceding conditions, an employee entitled to 5 weeks vacation shall be entitled to save and carry forward to a pre-determined vacation period 2 weeks of annual vacation per annum to a maximum of 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.

7.05 Holidays During Vacation

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 4 months or more of the preceding pay calendar year (i.e. PP01 – PP26) to shift work shall receive the shift differential pursuant to clause 5.16 in addition to their regular pay while on vacation.

7.07 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 will have their vacation base date reset to reflect January 1st 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 Holidays

The following shall be considered holidays: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, the latter half (1/2) day on the **last scheduled** working day preceding Christmas Day, Christmas Day and Boxing Day (**shall be December 26th**). All holidays proclaimed by the **City of Calgary, the Government of Alberta, or the Government of Canada**, shall also be recognized as holidays, except when replacing the above-named holidays, in which case the lieu holiday only shall be recognized.

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

7.10 Holiday Pay During Absence From Work

No benefit shall be granted to an employee for any such holiday if the employee is absent immediately before **and/or** immediately following the holiday, unless the employee has prior permission, or produces acceptable proof of illness for such absence.

Where an employee works his regularly scheduled shift on the holiday, but is absent the working day before and/or after the holiday, the employee is not required to produce acceptable proof of illness.

If a holiday falls during a period of approved sick leave, the employee shall receive only his regular Sickness and Accident pay for which he is eligible.

7.11 Holiday on Day Off

If an employee has more than 30 calendar days service in the preceding 12 months and a holiday falls on an employee's regular day off or vacation period, he shall receive, his scheduled hours of work for the day preceding the holiday, or 9.5 hours, whichever is less, at straight time as holiday pay. The employee has the option to either be paid out this holiday pay or may bank the time.

If the employee chooses to be paid the statutory holiday pay, the rate will be determined by the rate of pay on the shift preceding the statutory holiday. If the employee chooses to bank the time, the rate of pay for that banked time will be determined by the hours most worked rate for that period. Banked time may be used as time off, by agreement with the employee's Exempt Supervisor, and such lieu time shall be taken no later than the end of the subsequent year or shall be paid out. Subsequent payouts of all banked time will also assume the hours most worked rate.

7.12 Holidays During Regular Work Period

All employees with more than 30 calendar days service in the preceding 12 months shall receive at straight time as holiday pay the employee's normally scheduled hours of work for each of the above designated holidays occurring during their regular work period, plus double time (2X) for any hours worked on such days.

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

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 \$150 for permanent employees and \$50 for temporary employees, as a uniform allowance.

This amount will be paid out in the second quarter of each calendar year, based on all hours worked in the bargaining unit, in the previous calendar year, 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.

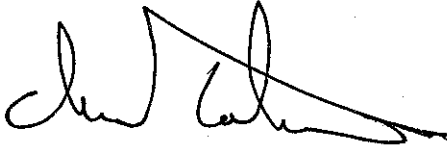
All employees shall therefore be expected to report to work in presentable order and reasonable attire.

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 will be processed no later than Pay Period 4 in the subsequent year.

Signed this 29th day of July, 2011.

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY

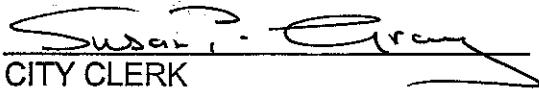


CITY MANAGER

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



PRESIDENT






ACTING
CITY CLERK
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RECORDING SECRETARY



SECRETARY TREASURER

APPROVED	
As to Content	
Human Resources	
As To Form Solicitors	



VICE-PRESIDENT

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, except Pools	1 pair coveralls, gloves	As required
Aquatics and Fitness 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
1	03900	Recreation	Golf Course Shift Foreman
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
2	03907	Water Services	Storm Infrastructure Foreman
3	03910	Parks	City Centre Specialist Foreman
3	03913	Parks	Cemetery Foreman
3	03952	Roads	Apoxy Truck Foreman
3	03963	Roads	Crosswalk Foreman
3	03908	Water Resources	Facilities Foreman
3	03911	Water Services	Seasonal Calgro 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	03926	Recreation	Assistant Golf Course Superintendent
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	03909	Water Services	Meters Foreman
4	03922	Water Services	Shops Foreman
4	03924	Water Services	Construction Services Support Foreman
4	03925	Water Services	Underground Repair and Maintenance Foreman
4	03965	Water Services	Facilities Foreman
4	03971	Water Services	Asset Operations Lift Station Foreman
5	03941	Zoo	Habitat Grounds Foreman
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
5	03917	Water Services	Project Delivery Foreman

5	03920	Water Services	Lead Calgro Foreman
5	03932	Water Services	Large Diameter Water Pipe Construction Foreman
5	03934	Water Services	Field Services Foreman
5	03964	Water Services	Hydrovac Foreman
5	03930	Waste & Recycling Services	Commercial Collection Foreman
5	03936	Waste & Recycling Services	Landfill Operations Foreman
5	03938	Waste & Recycling Services	Residential Collection Foreman
5	03939	Waste & Recycling Services	Resource Recovery Foreman
5	03906	Waste & Recycling Services	W&RS Relief Foreman
6	03942	Fleet Services	O/S Fleet Trades Foreman
6	03940	Parks	Amenities Supervisor
6	03951	Parks	Irrigation Supervisor
6	03953	Parks	Pathways Supervisor
6	03945	Recreation	Arena & Athletic Park Supervisor
6	03946	Roads	Bridge Maintenance Supervisor
6	03947	Roads	Concrete (Construction) Foreman
6	03948	Roads	Roads District 1 Foreman
6	03949	Roads	Plants Foreman
6	03950	Roads	Roads District Foreman
6	03954	Water Services	WT Chief Operator
6	03955	Water Services	WWT Chief Operator
6	03944	Water Services	O/S WWT Maintenance Foreman
6	03966	Water Services	Storm Infrastructure Cleaning/Maint. Foreman
6	03985	Water Services	O/S WT Mechanical Maintenance Foreman
7	03957	Parks	Cemetery Supervisor
7	03958	Parks	Parks District Supervisor
7	03959	Parks	Forestry Supervisor
7	03961	Parks	IPM Supervisor
7	03962	Parks	Natural Areas Supervisor
7	03956	Recreation	Aquatics & Fitness Supervisor
7	03960	Recreation	Golf Course Superintendent

SCHEDULE C: RATES OF PAY

GRADE	January 3, 2011	January 2, 2012	December 31, 2012
1	\$30.08	\$30.98	\$31.91
2	\$31.07	\$32.00	\$32.96
3	\$32.39	\$33.36	\$34.36
4	\$33.84	\$34.86	\$35.91
5	\$35.54	\$36.61	\$37.71
6	\$39.80	\$40.99	\$42.22
7	\$42.19	\$43.46	\$44.76

Pay Note

Hourly pay rate step increases shall occur following the accumulation of each **1976** straight time hours of work within the City or a dual tracking of hours for the purpose of step increases. Hours spent on WCB, S&A and LTD are not included in these totals.

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 years of age; or
 - (ii) is eighteen years of age or over; and not more than twenty-one 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 years of age; or
 - (iii) is eighteen or more years of age and not more than twenty-one years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen 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 established **position** of the employee at the time he was disabled or killed and the regular number of biweekly hours applicable to that employee's status. Applied to these regular biweekly earnings will be:
 - (i) the progression to the top step of the established **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 will never be less than that which the employee was receiving at the time the employee was killed or disabled.

- (E) "normal deductions" shall mean those items which would have been deducted from the regular earnings of the employee, in the normal course of events had he not been disabled or killed, and without limiting the generality of the foregoing, shall include any and all deductions for federal or provincial income tax according to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only). Employment Insurance premiums, Group Life Insurance premiums, Alberta Blue Cross 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 will be payable from the date of death of the

employee until such time as the widow/widower remarries or enters into a common-law relationship, dies or the date the employee would have reached the age of 65 years or the date the employee would have been at least 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 will be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would have reached the age of 65 years or the date the employee would have been at least 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 years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
8. The City shall continue to ensure that the widow or any dependent child will be

covered by the appropriate Alberta Blue Cross 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 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 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 65 years or the date the employee would have been at least 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 18 years;
 - (C) dependent children over 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

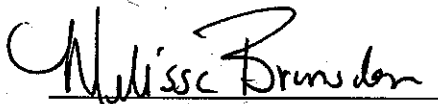
RE: FLEET SERVICES INTEGRATION AGREEMENT

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 or Supply Management Services Integration Agreement. These will 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 29th day of July, 2011.

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: HOURS OF WORK, MECHANICAL STAFF IN WATER TREATMENT – WATER SERVICES

This Letter of Understanding applies to those Foremen working in the Water Treatment Division of Water Services.

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 10 hours per day, 4 consecutive days per calendar week, to a total of 40 hours per week, with consecutive days off.

5.03 Standard Work Day

The standard work day, subject to the specific provisions of this Agreement, shall be any 10 hours worked within the 11 consecutive hours between 0700 and 1800 hours.

5.04 Overtime Entitlement

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

7.02 Vacation Entitlement

All employees covered by this Agreement shall be entitled to vacations with pay based upon either anniversary or calendar years of continuous service, as applicable, 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 40 actual weekly hours)

7.03 Vacation Pay

Vacation pay for 1 week's vacation as defined above shall be 40 hours regardless of the employee's normal work schedule.

Except for these amendments to Clauses 5.02, 5.03, 5.04, 7.02 and 7.03, all other provisions of the Collective Agreement shall apply.

Dated this 29th day of July, 2011.

FOR THE CORPORATION OF
THE CITY OF CALGARY

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

Melissa Brunson
Manager, Labour Relations

D. Malden
President