



COLLECTIVE AGREEMENT

Between

**The Corporation of
The City of Calgary**

and

**Canadian Union of
Public Employees
Local 38**

2018 - 2021

TABLE OF CONTENTS FOR C.U.P.E. LOCAL 38 AGREEMENT

SECTION A.....	4
100 GENERAL	4
101 TERM OF AGREEMENT	4
102 COVERAGE	5
103 GRIEVANCES ARISING OUT OF INTERPRETATION OF THIS AGREEMENT DISCIPLINE OR DISCHARGE OF EMPLOYEES	5
104 ARBITRATION	7
105 JOB EVALUATION - GENERAL PRINCIPLES	7
106 DISCRIMINATION AND HARASSMENT	11
107 PAY DAYS.....	11
108 CHECK OFF	11
109 EMPLOYEES	12
110 TRANSFERS & PROMOTIONS	13
111 LAYOFFS AND RECALLS	15
112 TEMPORARY ASSIGNMENTS TO SENIOR POSITIONS IN THE BARGAINING UNIT	16
113 TEMPORARY WORK WITHIN THE BARGAINING UNIT (EXCLUDING T.E.S.A.)	17
114 TERMINATION.....	17
115 WRONGFUL DISMISSALS	17
116 WARNINGS AND SUSPENSIONS.....	17
117 RE-ENGAGEMENT OF FORMER EMPLOYEES	18
118 LOANING OF EMPLOYEES	18
119 LEAVE OF ABSENCE	19
120 WITNESS DUTY.....	24
121 UNION OFFICERS' RIGHTS.....	24
122 OCCUPATIONAL HEALTH AND SAFETY	24
SECTION B - GENERAL BENEFITS	26
201 VACATION	26
202 STACKING OF VACATIONS.....	27
203 STATUTORY HOLIDAYS.....	28
204 SICKNESS AND NON-OCCUPATIONAL ACCIDENT	29
205 SERVICE PAY	29
206 CLOTHING	30
207 RETROACTIVITY	30
SECTION C - WORKING CONDITIONS.....	31
301 STANDARD HOURS OF WORK.....	31
302 NON-STANDARD HOURS AND NON-SCHEDULED HOURS OF WORK	31
303 SATURDAY AND SUNDAY SHIFTS	31
304 SHIFT WORK	32
305 REST PERIODS.....	32
306 WORK SCHEDULES.....	33
307 COMPENSATING TIME OFF	33

308 OVERTIME - HOURLY AND MONTHLY EMPLOYEES.....	33
309 CALL OUT	34
310 CASHIERS SHORT AND OVER ACCOUNT	35
311 AUTOMATION AND JOB SECURITY	35
312 PENSION PLAN	35
313 INCREMENTAL INCREASES	35
314 COPIES OF THIS AGREEMENT	36
CLOTHING SCHEDULE	37
PAY STRUCTURE	42
WAGE INCREASE ATTACHMENT	46
SECURITY GUARDS (CORPORATE SECURITY) - WORKING CONDITIONS FOR THE EMERGENCY OPERATIONS CENTRE (EOC) - 24 HOUR ROTATING SHIFTS	47
CALGARY POLICE SERVICE – FINGERPRINT/LATENT SEARCH UNIT & POLICE INFORMATION COORDINATORS	49
CALGARY POLICE SERVICE – C.P.I.C UNIT	51
CALGARY POLICE SERVICE – PUBLIC SERVICE ADVISORS.....	53
CALGARY POLICE SERVICE – RECORDS PROCESSING UNIT	55
CALGARY POLICE SERVICE – VICTIM ASSISTANCE UNIT.....	57
CHANGE IN LOCATION	59
ADMINISTRATION OF VACATION ENTITLEMENT	60
GOLF COURSE DIVISION.....	62
HOURS OF WORK	65
TEMPORARY EMPLOYMENT SERVICES AGENCY (TESA)	66
PLANNING & CONTROL OFFICE, FLEET SERVICES	68
DATA COLLECTORS, TRANSPORTATION DATA GROUP – “WORKING CONDITIONS” AND “REHIRE”	70
TAXI INSPECTORS, LIVERY TRANSPORTATION SERVICES.....	72
SEVERANCE PACKAGE OPTION	74
TEMPORARY WORKS INSPECTORS, TRANSPORTATION DEPARTMENT	75
RE: STATUTORY HOLIDAYS	76
VACATION FOR EMPLOYEES WORKING A MANDATORY COMPRESSED WORK WEEK	77
WORK EXPERIENCE OPPORTUNITIES FOR STUDENTS OR YOUTHS	78
STATUTORY HOLIDAYS FOR SHIFTS SPANNING MIDNIGHT	80
HOURS OF WORK FOR CUSTOMER CONTACT REPS, AND SENIOR CUSTOMER CONTACT REPS,311 OPERATIONS CENTRE	81
VACATION BASE DATES.....	82
ROADS BUSINESS UNIT – DRIVEWAY POSITIONS.....	83
PRIORITY PLACEMENT PROCESS	84
ROADS TRAFFIC MANAGEMENT CENTRE	86
RE: SAFETY CODES OFFICERS FLEXIBLE WORK OPTIONS	87
ENGINEERS-IN-TRAINING (EIT)	90
ENVIRONMENTAL EDUCATION & INITIATIVES, PARKS – POSTED SHIFT SCHEDULE	92
CENSUS AND ELECTION CLERKS	94
TECHNICIAN 1, ROADS BUSINESS UNIT, TRAFFIC CONTROL AND PARKING SECTION	95

INDEX 96

THIS AGREEMENT BETWEEN:
THE CORPORATION OF THE CITY OF CALGARY
(hereinafter called "The City")
OF THE FIRST PART
and
THE CALGARY LOCAL UNION NO. 38 OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter called "Local 38")
OF THE SECOND PART

SECTION A

100 GENERAL

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

100.02 The purpose of this Agreement is to stipulate rates of pay and working conditions of those employees represented by Local 38.

100.03 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.

101 TERM OF AGREEMENT

101.01 This Agreement shall be in full force and effect from the date both parties ratify this Agreement until **2021, January 01** and from year to year thereafter, until such time as a new agreement has been ratified.

Either party may amend or terminate this Agreement on any Anniversary date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date.

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

101.02 Pre-negotiation studies may be carried out if this is mutually agreeable to both parties.

102 COVERAGE

102.01 The City recognizes Local 38 as the exclusive bargaining agent for employees employed within the scope of Certificate No. 27-83, subject to any determinations made by the Labour Relations Board and subject to any Court applications.

103 GRIEVANCES ARISING OUT OF INTERPRETATION OF THIS AGREEMENT DISCIPLINE OR DISCHARGE OF EMPLOYEES

103.01 A grievance shall be defined as any difference between the parties to or bound by this Agreement concerning its interpretation, application, administration or any alleged violation of this Agreement.

103.02 No grievance shall be considered except under the terms of the following procedure.

103.03 A grievance at Step 1 may be submitted orally. All grievances submitted in writing shall be in a form satisfactory to the Union and the City, and copies at all steps shall be sent to Labour Relations, Human Resources.

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

Within ten (10) working days, an employee(s), applicable management and the Union may meet to discuss the facts that gave rise to the differences and attempt to resolve the differences informally. Should this fail to resolve the differences, a grievance may be submitted in writing, pursuant to Clause 103.10.

The timelines outlined in 103.05 will start after the above noted meeting.

103.04 All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.

103.05 No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.

103.06 For the submission of grievances as provided herein, "working days" shall be considered as the days in which the City general offices are open to the public for the transaction of regular business.

103.07 When a dispute involving a question of general application or interpretation of this agreement occurs, or where the Union has a grievance, Step One and Two of the Grievance procedure may be by-passed.

103.08 Longer Periods of time for consideration of grievances may be given at any step in the procedure, if mutually agreeable.

103.09 The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative, Shop Steward or Executive Officer of Local 38. In Steps One and Two only, the employee(s) may present the case personally.

103.10 Grievance Steps. Grievances shall be dealt with progressively in the following manner:

Step One - The grievance shall be submitted in accordance with Article 103.05 to the Exempt Manager who shall hear the grievance within three (3) working days and shall render a decision within one (1) working day from the date the grievance is heard.

Step Two - If a satisfactory settlement is not obtained in Step One, the grievance shall be submitted within three (3) working days to the Director who shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Three - If a satisfactory settlement is not obtained in Step Two, and the subject is termination or a matter of policy, the grievance shall be submitted within three (3) working days to the General Manager who shall hear the grievance within ten (10) working days. A response shall be rendered within six (6) working days from the date the grievance is heard.

Step Four - If a satisfactory settlement is not obtained at Step Two, or in the case of termination or a matter of policy at Step Three, the grievance may be referred by either party to Arbitration as per Article 104.

104 ARBITRATION

104.01 If a satisfactory settlement is not reached through the grievance Article 103, the grievance may be referred by the City or by the Union to an Arbitration Board for final and binding settlement. The party submitting the grievance to arbitration will advise the other party of their intent to proceed to arbitration and name their nominee to the Arbitration Board within thirty (30) calendar days of the date the decision of Step Two (2) or Three (3) of the Grievance Procedure is received. The Arbitration Board shall be composed of one (1) appointee by The City, and one (1) appointee by the Union and a mutually agreed Chairman.

104.02 Appointment, power, and decisions of the Arbitration Board shall be in accordance with the applicable provisions of the Labour Relations Code.

104.03 The parties may by mutual agreement elect arbitration 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 an Arbitration Board as provided for above.

104.04 The Arbitration Board or the Arbitrator is requested to meet within three (3) months following appointment and the parties further request that a decision be rendered within one (1) month of the hearing.

104.05 The Arbitration Board may direct the employer 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 Arbitration Board, is fair and reasonable or the Board may make such other orders as it considers fair and reasonable having regard to the terms of the Collective Agreement.

105 JOB EVALUATION - GENERAL PRINCIPLES

105.01.01 The City and the Union agree to accept the Classification and Pay Plan as shown in the attached schedules.

105.01.02 The City agrees that at any time should it wish to exempt any position or employee from Local 38's bargaining unit it shall first discuss same with the Officers of Local 38 and failing agreement between the parties it shall be submitted to the Labour Relations Board for settlement.

105.01.03 The City and the Union agree to accept the job evaluation manual and the ratings for all positions as established by the Job Evaluation Committee.

105.01.04 The City and the Union agree that the Job Evaluation Program carried out during the term of this agreement shall be in accordance with mutually agreed policies and procedures developed jointly by CUPE Local 38 and Human Resources.

105.01.05 When the City experiences difficulty in 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 pay grades above the evaluated pay grades. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to that which is adjusted because of the market will be moved on a Step to Step basis to the Out of Schedule pay grade. Increments in the Out of Schedule pay grades will be earned in accordance with the policy affecting the evaluated pay grade. Salary anniversary date will not be changed.

Employees receiving Out of Schedule pay rates will be given six (6) months notice in writing of any reduction or cancellation of the Out of Schedule rates and be returned to the evaluated rate on a Step to Step basis. All employees to whom this clause is applicable shall be notified of the evaluated rate of the Job Classification.

105.01.06 The City will advise persons in over-range positions of sources available and City policy for retraining. Over-range employees, upon request will have those resources made available, however, any advancement will only be made through the normal procedure of filling vacancies.

105.02 JOB EVALUATION PROCEDURES

105.02.01 The Job Evaluation Committee shall be comprised of two (2) members with one (1) member from the Union and appointed by the Union, and one (1) member from Management and appointed by the City. One (1) person from Human Resources shall act as a non-voting Chairperson. The Committee shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on a Committee to reach a decision on all positions referred to it.

105.03 ESTABLISHMENT OF NEW POSITIONS

105.03.01 Upon receipt of an approved Business Unit request for an additional established position, Human Resources will conduct a preliminary review, establish the position, and assign a tentative classification. After the new position has been filled for at least six (6) months Human Resources will request the employee and exempt supervisor prepare a Job Evaluation Questionnaire (JEQ) to be forwarded to Human Resources for review by the Committee.

105.03.02 The Committee shall evaluate the position on the basis of the information presented in the JEQ and shall reach a decision on the position.

105.03.03 Rates and conditions shall be effective at the date of commencement of the position.

105.03.04 The incumbents of new positions that have been evaluated shall be informed by Human Resources within one (1) month of the classification of their position, with copies to both management and the Union.

105.04 REQUEST FOR REVIEW BASED UPON CHANGE IN DUTIES

105.04.01 In the event the duties assigned to a position have changed, the employee or Human Resources may request a review of the position by the Committee. If the employee or Human Resources requests a review, the employee will be required to complete the employee section of a JEQ and submit it to their exempt supervisor. The supervisor will complete the supervisor section of the JEQ, provide a copy of the completed JEQ to the employee, and then submit the JEQ to Human Resources within thirty (30) days. Human Resources will schedule a review by the Committee.

105.04.02 If a position is vacant at the time of the request for review, Human Resources will conduct a preliminary review and assign a tentative classification. After the position has been filled for at least six (6) months Human Resources will request the employee complete the employee section of a JEQ and submit it to their exempt supervisor. The supervisor will complete the supervisor section of the JEQ, provide a copy of the completed JEQ to the employee, and then submit the JEQ to Human Resources within 30 days. Human Resources will schedule a review by the Committee.

105.04.03 Incumbents and initiators of the request for re-evaluation shall be informed within one (1) month of the classification of their position, with copies to both management and union.

105.04.04 Following the review by the Committee, any resulting change in classification shall be made retro-actively to the date of the request or to the date of changed duties, if such date can be positively identified. Any employee who requests a review and whose salary is over-ranged as a result of the review of the position by the Committee, shall have their salary rate maintained, with no further increases to the rate in effect one (1) month after the Committee's final decision. The salary rate shall remain in effect until maximum of the applicable salary range equals or surpasses the employee's "red-circled" rate.

105.04.05 When Human Resources requests a review based on a change of duties or as a result of a management reorganization, any resulting change in classification shall be made retro-actively to the date of request, or to the date of changed duties, if such date can be positively identified. Any employee whose salary is over-ranged as a result shall receive normal increments in the previously established classification for the position and any general increases for a three (3) year period, as long as that employee remains in that position, after which "red-circling" will become effective.

105.05 APPEALS TO COMMITTEE DECISIONS

105.05.01 A Job Evaluation Review Panel shall be established which will be comprised of three (3) members appointed from the Union and three (3) members from management and appointed by The City. One (1) person from Human Resources shall act as a non-voting Chairperson who shall present the Review Panel with the appeal. The Review Panel shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on the Review Panel to reach a decision on all positions referred to it. Following the Review Panel's decision, the provisions of 105.03.03, 105.04.04 or 105.04.05, whichever is applicable shall apply.

105.05.02 An employee who has been notified that their position has been evaluated by the Job Evaluation Committee, in accordance with 105.03.04 or 105.04.03 shall have the right to submit an appeal to the Job Evaluation Review Panel. Such an appeal must be submitted within thirty (30) days of being notified of the Job Evaluation Committee's decision.

105.05.03 In addition, within thirty (30) days of being notified of the Job Evaluation Committee's decision, management and the union shall be permitted to appeal the Job Evaluation Committee's rating to the Review Panel.

105.05.04 Following the Review Panel's decision, any further request for a review shall be made in accordance with 105.04.01 or 105.04.05.

105.05.05 Notwithstanding 105.02.01 above, in the event that the Job Evaluation Committee is unable to reach a decision as to any specific factor or factors, the Review Panel shall have those issues referred to it and shall act as the Job Evaluation Committee and the decision reached shall then be returned to the Committee to finalize the rating.

106 DISCRIMINATION AND HARASSMENT

106.01 The City shall not refuse to employ or refuse to continue to employ or discriminate against any person with regard to employment or any condition of employment or advancement opportunities because of race, religious beliefs, colour, gender, physical disability, sexual orientation, marital status, age, ancestry, place of origin of that person, mental disability, family status, source of income, nor by reason of the person's membership or activity in the Union.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

106.02 The City and the Union are committed to improving the workplace by maintaining a work environment for all their 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.

107 PAY DAYS

107.01 All employees shall be paid on a bi-weekly basis. If the normal pay day is a non-working day, an effort will be made to pay on the working day immediately prior to the normal pay day.

108 CHECK OFF

108.01 All employees covered by this Agreement shall be subject to deduction of Union Dues (in accordance with the Rand Formula) and/or assessments (excluding fines) from pay as authorized by Local 38's By-laws. Initiation fees for Union members shall be deducted upon the Union's request, with the concurrence in writing by the affected employee. The City agrees to deduct Union Dues on a calculated daily basis for all employees who work less than a standard bi-weekly pay period.

108.02 Union deductions shall be made from each payroll and shall be forwarded to the Union. The deductions along with a list of employees for whom deductions have been made shall be sent to the Union within ten (10) days.

108.03 The City agrees that when new employees are hired by the City who come under Local 38's bargaining jurisdiction, they shall at the time of employment, be given the following union information:

- 1) a copy of the current collective agreement
- 2) a copy of a union leaflet that shall contain other pertinent Union data such as names of officers, stewards and phone numbers.

The City agrees to provide Local 38 with a copy of the Letter of Offer for all new employees. The City will also allow the Union Steward or other Union Official up to 15 minutes of work time, with no loss of pay, to ensure the employee received the above information and introduce them to the Union.

109 EMPLOYEES

109.01 A Probationary Employee shall be one who has been appointed to an established position in the bargaining unit but who has not completed a probationary period in the City Service.

The probationary period in Local 38 shall be six (6) months in one established position; however, any accumulation of ten (10) or more days of absence from work will be added to the stipulated six (6) month period.

It is agreed that all probationary employees will have a probationary status report prepared in the third and fifth month of employment. When an employee receives an unsatisfactory report, the employee's attention will be drawn to that part of the form which indicates the employee's option to grieve.

109.02 A Permanent Employee shall be one who has completed his probationary period.

109.03 A permanent part-time employee shall be one who has been in the continuous City Service for the equivalent of six (6) months in an established part-time position. A permanent part-time employee shall work an average of twenty (20) scheduled hours per week in a position that has been duly authorized as part of the normal establishment of a Business Unit. This average is determined over each six (6) week period beginning with the date appointed to the position.

Permanent part-time employees are entitled to vacation and service pay on a pro-rated basis. To determine the pro-ration, employees will be credited with continuous service from their most recent date of hire. The pro-ration of their entitlements will then be based on the hours worked in the previous year.

109.04 A temporary employee who has twenty-four (24) months continuous service in limited term positions in a single Business Unit with an average of twenty (20) scheduled hours per week, shall be classified as a permanent employee and shall be entitled to full benefits as provided by the MEBAC. This average is determined over each six (6) week period beginning with the date temporary employment commenced. An established position shall be created for that employee.

109.05 A temporary employee who does not meet the requirements of clause 109.04 but works on a regular, scheduled basis will be classified as temporary part-time.

One that does not work on a regular, scheduled basis but rather on an intermittent, occasional basis, will be classified as on-call.

Seniority will accrue for both classes of employees. Neither class of employees will be entitled to benefits under the MEBAC Agreement.

Temporary part time employees are entitled to vacation and service pay on a pro-rated basis. To determine the pro-ration, employees will be credited with continuous service from their most recent date of hire. The pro-ration of their entitlements will then be based on the hours worked in the previous year.

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

110 TRANSFERS & PROMOTIONS

110.01 When a vacancy occurs or a new position is created in any Business Unit, such vacancies or new positions shall be filled from the staff of the Business Unit or members of the bargaining unit provided that the applicant can qualify and has seniority as defined. Where management considers some permanent employees in higher or equivalent positions or the senior employee in the immediately subordinate position in the Business Unit to be suitable, management may offer the position to such employees in descending order of their seniority without posting the position. Where the City has decided to advertise the vacant or newly created position outside the City Service, the City agrees that applications received will not be considered until all applications from employees within the bargaining unit have been assessed.

110.02 It is further agreed that management shall have the sole right to make the decision as to whether vacant positions shall be posted. Upon a vacant position being posted it is understood between the parties that the position shall be posted on a service-wide basis for a period of not less than five (5) nor more than fifteen (15) working days, unless otherwise mutually agreed in writing.

When a position is posted, it will be filled within a seven (7) week period from the date the posting closes. Should no appointment be made within the seven (7) week period, the competition will be cancelled unless written agreement from the union has been obtained.

Where subsequent vacancies occur within three (3) months of the posting closing, Management may fill such vacancies with qualified candidates from the initial competition without reposting, provided however, that all internal candidates originally interviewed are notified of the subsequent appointment.

The qualifications for the position will be reviewed if the position is not filled by any of the applicants and management decides to repost.

110.03 Education, training, experience and ability shall be considered in transfers and promotions. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.

110.04 Seniority is defined as the length of service in the bargaining unit since most recent date of hire except as provided in Article 117.02. 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 specifically provided in Article 119.

110.05 A copy of all postings shall be forwarded to the Union. **The format of electronic or hard copy postings forwarded to the Union shall be mutually agreed upon between the Union and the Employer.** Within ten (10) days from the date of appointment the Union will be notified, in writing, of the appointee's name.

110.06 All permanent employees promoted or transferred under the provisions of Article 110 shall serve a six (6) month trial period in their new position. In the third and fifth month employees shall have performance status reports prepared. When an employee receives an unsatisfactory report, the employee's attention will be drawn to the part of the form which indicates the employee's option to grieve.

110.07 A permanent employee who has completed the trial period in an established position, shall be permitted or may be required to revert to that position during a period of six (6) months should such employee subsequently accept any promotions or transfers to other established positions pursuant to Article 110.

Permanent employees, promoted or transferred from an established position under the provisions of Article 110, to a limited term position shall retain seniority, for up to twenty-four (24) months, in the established position from which they were promoted or transferred and for which they have completed the trial period. Such employees will be returned to their former position and salary rate without loss of seniority at the expiry of the limited term position or the twenty-four (24) month period, whichever is less, unless previously reverted at their own or management's request. In no case shall a permanent employee in a limited term position go beyond twenty-four (24) months without the limited term position becoming established for that employee.

Any employee displaced as a result of movement under this clause will, if applicable, be returned to their former established position.

110.08 The Union shall be notified when members of Local 38 transfer or are promoted to positions within the City of Calgary not represented by Local 38. Such employees shall retain seniority in the position from which they were transferred or promoted consistent with Article 110.07 and in accordance with the time periods expressed therein. Employees shall continue to pay Union dues to Local 38 during this period based on the rate paid to employees immediately prior to such transfer or promotion.

111 LAYOFFS AND RECALLS

111.01 In the event it becomes necessary to reduce the working force for reasons of lack of work, the order of lay-off shall be:

First: Temporary employees provided however, that employees remaining can perform the required work satisfactorily.

Second: Probationary employees, provided, however, that employees who have completed their probationary period can perform the required work satisfactorily.

Third: Permanent employees in order of seniority provided those who are retained can perform the required work satisfactorily.

Management shall review the nature of the reductions with the Union prior to effecting lay-offs.

111.02 If a vacancy in an established position arises in a classification in a work group formerly reduced, permanent employees previously removed from that classification will be offered the opportunity once only, in order of seniority, to return to their former jobs. This right to return without posting shall be in effect for twenty-four (24) months from the date of removal.

111.03 If the work force is to be increased, former permanent employees shall be offered re-employment in order of seniority provided they are qualified and able to perform the required work satisfactorily. Such employees subject to re-employment shall be notified by double registered mail to the last address provided by the employees.

An employee who has been recalled must notify the City of his intention to return to work within five (5) working days from the time the recall has been received by the employee.

An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall. If offered re-employment and the former employee does not notify the City of his intention, refuses re-employment to a full time established position, or does not report for work as required after acceptance, he shall lose any rights under this clause. Any employee not re-employed within twelve (12) months of his layoff shall lose any rights under this clause.

111.04 The City agrees that in the event of a cut back of work, the City shall make every effort to absorb present staff rather than fill vacancies normally occurring through resignations, retirement, promotion or other reasons. In the event staff redeployments are necessary, Management shall first review the nature of the redeployments with the Union. Permanent employees shall have the right to return to their former positions in accordance with the provisions of clause 111.02.

112 TEMPORARY ASSIGNMENTS TO SENIOR POSITIONS IN THE BARGAINING UNIT

112.01 An employee who is assigned to perform the major duties and responsibilities of a higher rated position in the bargaining unit for a period of one (1) full working day or more, shall be paid that rate in the salary range to which they are assigned which is at least 5% higher than their current rate of pay.

112.02 One (1) additional incremental pay step in the senior pay scale will be paid if the employee concerned has relieved in the senior position for two (2) weeks or more during the previous calendar year.

112.03 After the relieving employee has become eligible to receive the additional pay step as described in Clause 112.02, accumulated time relieving in the senior position for periods of one (1) full working day or more shall earn increments as per Article 313.

112.04 Upon being appointed permanently to the senior position, an employee will receive a pay rate not less than he would receive under the immediately foregoing regulations for temporary relief of senior positions.

113 TEMPORARY WORK WITHIN THE BARGAINING UNIT (EXCLUDING T.E.S.A.)

113.01 Representation rights of temporary employees shall be limited to those provided to probationary employees.

114 TERMINATION

114.01 Except for just cause, when a permanent employee is dismissed, the employee shall be given notice, or pay in lieu thereof, as follows:

- Two (2) weeks - for less than four (4) years' service
- Four (4) weeks - for four (4) years' service or more, but less than six (6) years' service
- Five (5) weeks - for six (6) years' service or more, but less than eight (8) years' service
- Six (6) weeks - for eight (8) years' service or more, but less than ten (10) years' service
- Eight (8) weeks - for ten (10) years' service or more.

114.02 Where an employee resigns he shall give the City two (2) weeks' notice, in writing.

115 WRONGFUL DISMISSALS

115.01 An employee who has been wrongfully dismissed by the City, and who is later exonerated shall not lose seniority and shall be compensated in full for all time lost.

115.02 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.

115.03 The Union shall be notified in writing of all dismissals.

116 WARNINGS AND SUSPENSIONS

116.01 When an employee is disciplined and the discipline is to be a matter of record 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 Local 38 Steward or other Union member present as an observer.

It is further agreed that after one (1) year's time any disciplinary document will be removed from the employee's personal record in Human Resources, their own Business Unit and in the Union's file and destroyed and not held against the employee or management in any way. Any accumulation of ten (10) or more days' absence from work (excluding approved vacation time) will be added to the one (1) year period.

116.02 Under the supervision of management and by appointment, an employee has the right to see his official personnel file held in Human Resources, or where his Business Unit maintains an equivalent file, his Business Unit personnel file.

116.03 When an employee is suspended for a minor misdemeanour, such suspension shall not go into effect for two (2) working days after notice of suspension has been given in writing.

116.04 When employee(s) are exonerated, payment for lost time shall be made.

116.05 Should an employee be interviewed by his Exempt Supervisor for the purpose of determining disciplinary action, the employee shall be advised that he has the right to representation by a Union Representative.

117 RE-ENGAGEMENT OF FORMER EMPLOYEES

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

117.02 Where a permanent employee is laid off under Article 111 and is re-employed within twelve months, his seniority date shall reflect seniority previously accumulated to his date of layoff.

118 LOANING OF EMPLOYEES

118.01 An employee may be loaned to any other municipality or private business firm for the purpose of giving or receiving instructions in his particular line of work, if approved by the Executive Office, and shall not forfeit any of his seniority rights. During such loan period the employee will be required to pay the usual levies for sickness and non-occupational accident benefits, group insurance, Workers' Compensation, pension fund, and any other levies which are proper to be made, on the basis of his average earnings over a period of the six (6) months immediately preceding the date of being loaned.

119 LEAVE OF ABSENCE

119.01 Any employee desiring leave of absence shall apply for same to their Manager. Should such application be refused, they shall have the right to appeal directly to the Director through the proper officials of CUPE 38. The decision of the Director shall be final and shall be communicated to the Union in writing.

Employees while on leave of absence without pay, in excess of thirty (30) consecutive calendar days, shall not be eligible for any remuneration from the City of Calgary, including wages, or statutory holiday entitlement nor shall there be any vacation credit for the period of leave unless otherwise stated in this Article.

Employees while on leave of absence without pay that is thirty (30) consecutive calendar days or less, will be eligible for statutory holidays and will continue to accrue vacation during the period of leave.

Pursuant to Clause 110.04, an employee's seniority date shall be adjusted and notwithstanding the Section B definition of "Service" the employee's service date shall be adjusted to affect the entitlement date of vacation, service pay, and any other service related entitlement, unless otherwise stated in this Article.

When an employee has been granted any leave of absence without pay for a period of more than thirty (30) consecutive days, unless otherwise stated in this Article, they shall be required to pay in advance, both the employee's and the employer's share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. However, employees who are granted a leave of absence without pay for a period of more than thirty (30) consecutive days for the purpose of appealing benefits or to care for ill or elderly family members as outlined in 119.12, shall be required to pay in advance the employees' share of their benefits premium. The City will continue to pay the employer's share of benefit premiums in such a situation.

Where any leave of absence without pay has been granted for a period of thirty (30) consecutive days or less, such employee shall be required to pay, in advance, the usual employee benefit premiums and other levies normally in force had such leave of absence not been granted.

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Municipal Employees Benefit Association of Calgary (MEBAC).

Union Leave

119.02 Where it is necessary for an employee to make application for leave of absence to perform duties of any office in their local 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, but without claim to any promotions effected during their absence on leave. An employee on Union leave of any duration shall not be affected by 119.01 when the Union reimburses the City for the wage and benefit costs.

119.03 Upon request by Local 38, an employee shall be granted indefinite leave of absence in order to perform duties of any position or office in their local union or of the parent union. During such absence, employees shall be entitled to accumulate seniority in accordance with the Union agreement and shall be entitled to all provisions of the Municipal Employees Benefit Association of Calgary and the Local Authorities Pension Plan, or applicable benefits. The employee(s) or Union(s) will be responsible for payment of all levies, both employee's and employer's share, pertinent to the above benefits.

If the leave of absence extends past six (6) months, the employee upon returning to work shall be placed in a comparable position with no loss of pay and if an identical classification is not immediately available, the employee shall be placed into the first vacancy or new position in that classification that comes open within the Business Unit.

Employees on such leave of absence shall be entitled to apply for any vacant or newly created position within Local 38's bargaining unit. In addition, if any promotions are being considered in accordance with Clause 110.01, that is filling a position without a posting, the employee on leave of absence shall be given consideration and if not selected for any of the above shall be entitled to process a grievance under the terms of this agreement.

Maternity Leave

119.04 A pregnant employee, who has **ninety (90) days** continuous service shall be entitled to maternity leave without pay for a 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, the employee may be eligible for benefits as any other employee absent on sick leave. **As soon as the employee deems it practicable**, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the 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. During such maternity leave, the employee shall be entitled to accumulate service and seniority in accordance with the Union 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, 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.

119.04.01 Notwithstanding Clause 119.04, employees who are pregnant **and have been deemed unfit for work by her Physician, shall be eligible to apply for benefits under the MEBAC Agreement. Should this employee be approved for Sickness and Accident and/or Long Term Disability prior to the date she had indicated that her maternity leave would commence, this period of absence will not be included as part of her maternity leave.**

119.04.02 Such employee returning to work from maternity leave shall be reinstated to the same or similar position held at the time maternity leave commenced, but without claim to any promotions effected during absence on leave. For purposes of accommodating employees who have been granted maternity leave, the Union agrees to waive all postings and recall requirements related to the temporary reassignment of personnel caused by an employee going on maternity leave.

Parental Leave

119.04.03 A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least **ninety (90) days** continuous service is entitled to an unpaid parental leave of up to **sixty-two (62) weeks** for the care of a newborn or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed **sixty-two (62) weeks**. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue and The City will continue to pay its share of the benefit premiums.

Adoption Leave

119.05 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 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.

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to **sixteen (16)** weeks 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.

Paternity Leave

119.06 An employee upon request may be granted paternity leave with pay for one (1) day for the purpose of attending to the birth of their child, or attending the spouse's release from hospital after giving birth, or on the day of first obtaining custody of a child who has been legally adopted.

Overstayed Leave

119.07 Where an employee overstays their leave of absence without permission of the Director, they shall automatically forfeit their position with the City, unless in the opinion of the said Director such overstay was justifiable.

Military Leave

119.08 In the granting of leave of absence for military purposes it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by the City of Calgary relative to City pension and group insurance contributions.

Bereavement Leave

119.09 When a death occurs in an employee's immediate family the employee, upon request, shall be permitted by the Manager, a leave of absence with pay of seven (7) consecutive calendar days. Immediate family is defined as current spouse (including common-law or 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.

119.09.01 Subject to operational requirements, a leave of absence with pay of seven (7) consecutive calendar days may be permitted at the discretion of 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.

119.09.02 In addition to the above specified days, leave of absence without pay may be granted upon request, subject to the needs of the operation.

119.09.03 Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify their Manager of the death of the relative, as soon as practicable, in order to determine their entitlement for bereavement leave. Any period of vacation displaced, shall be reinstated for use at a later date.

Funeral Leave

119.10 Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of the Manager.

Examination Leave

119.11 At the discretion of the Manager an employee shall be allowed the necessary time off with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

Compassionate Care Leave

119.12 **Employees who have at least ninety (90) days service with the City, shall be entitled to Compassionate Care Leave without pay in accordance with the terms outlined in the Alberta Employment Standards Code. During such Compassionate Care Leave, the employees shall be entitled to accumulate service in accordance with the collective agreement.**

Family Leave

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

120 WITNESS DUTY

120.01 Any 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 called as a witness in a criminal case which the City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

121 UNION OFFICERS' RIGHTS

121.01 The Union shall list current appointments of Union Officers, Business Agents and Stewards in each work area with the Business Unit concerned, and such shall be recognised by Management as part of the Grievance Procedure. A copy of such current list(s) of Union appointments shall be forwarded to the Manager, Labour Relations.

121.02 No grievance handling or Union activity shall take place on City property, at work sites, or during working hours, without the permission of the exempt supervisor responsible for that work area, and such permission shall not be unreasonably withheld.

When an employee attends any of the following meetings during their scheduled working hours, the City shall ensure the employee receives their regular earnings:

- Joint committee meetings
- Representation for the purpose of discipline
- Representation for grievances
- Representation for arbitrations – up to five (5) union representatives who are employees of the City
- Representation for collective agreement negotiations – up to six (6) union representatives who are employees of the City

121.03 The Local Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the City.

121.04 No employee shall be required or permitted to make any agreements with the Employer or his representatives which directly conflicts with this Agreement.

122 OCCUPATIONAL HEALTH AND SAFETY

122.01 An effective occupational health and safety program is dependent on complying with government legislation and on specific policy set by management and made clear to all employees who accept safety operations as part of their normal responsibilities.

122.02 The union agrees to select two (2) members to serve on the Health and Safety Committee to meet with representative(s) of Safety Management. Members of the Committee engaged in meeting and/or worksite inspections with Health and Safety representatives shall not suffer loss of regular pay or benefits.

122.03 Upon presentation of a proposed agenda the Committee may meet once a month to discuss health and safety concerns and make recommendations on matters affecting the health and safety of employees.

122.04 Subject to the exigencies of operation, a committee member may wish the committee to conduct a worksite inspection in conjunction with the next meeting. A representative from Safety Management will arrange for the worksite inspection.

122.05 The City agrees to provide the Union with copies of all documented hazard assessments and other documented hazards identified in the work sites where Local 38 members are employed.

SECTION B - GENERAL BENEFITS

Service for the purpose of this agreement commences on an employee's most recent date of hire in the City service and accumulates continuously until termination from the City. Former employees re-employed under Article 111.03 shall have their service date reflect service previously accumulated to date of layoff.

201 VACATION

201.01 All employees covered by this agreement shall be entitled to receive vacation with pay in accordance with the following:

- two (2) weeks, after one (1) year's service
- three (3) weeks, after two (2) years' service
- four (4) weeks, after eight (8) years' service
- five (5) weeks, after seventeen (17) years' service
- six (6) weeks, after twenty-five (25) years' service
- seven (7) weeks, after thirty (30) years' service.

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

201.03 If employment is terminated and proper notice given, the employees in the bargaining unit shall be entitled to vacation pay on the following pro-rata calculation:

- two (2) weeks entitlement, four percent (4%);
- three (3) weeks entitlement, six percent (6%);
- four (4) weeks entitlement, eight percent (8%);
- five (5) weeks entitlement, ten percent (10%);
- six (6) weeks entitlement, twelve percent (12%);
- seven (7) weeks entitlement, fourteen percent (14%).

201.04 By giving two (2) full weeks' notice, employees may receive, on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

201.05 Vacation pay for one (1) weeks' vacation as defined above shall be thirty-five (35) hours for those employees who work Standard Hours of Work and forty (40) hours for those employees who work Non-Standard Hours, regardless of the employee's normal work schedule.

201.06 Employees may request to take their vacation entitlements in periods of no less than one hour blocks, subject to the agreement of the employee's supervisor.

202 STACKING OF VACATIONS

202.01 Employees, upon being entitled to three (3) weeks or four (4) weeks' vacation, shall be entitled, upon written request, to save and carry forward to a future 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 Manager and the needs of the operation. Subject to the preceding conditions, an employee entitled to five (5) weeks or more vacation shall be entitled to save and carry forward to a future vacation period two (2) weeks of annual vacation per annum to a maximum of six (6) 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 service and shall not be taken in prime vacation periods as determined by the applicable Exempt Manager of the area.

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

For the purposes of banking, a week shall be defined as thirty-five (35) hours for a standard thirty-five (35) hour week and forty (40) hours for a non-standard forty (40) hour week with a banking maximum of six (6) weeks [210 hours for the thirty-five (35) hour week and 240 hours for the non-standard forty (40) hour week]. Employees that move between the standard thirty-five (35) hour work week and the non-standard forty (40) hour work week will be permitted to bank vacation based on the hours of work of the position at the time of the banking request.

Years of Service	Vacation Entitlement	Bankable Vacation
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	2 weeks
30 or more	7 weeks	2 weeks

203 STATUTORY HOLIDAYS

203.01 The following shall be defined as legal holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- One-half (½) day on the employee's last scheduled working day preceding Christmas Day
- Christmas Day
- Boxing Day

All general holidays proclaimed by the City of Calgary and/or the Province of Alberta and/or the Government of Canada shall also be recognized as legal holidays, except when replacing the named holidays, in which case the lieu statutory holiday only shall be recognized.

203.02 **If a statutory holiday falls on a temporary part-time and on-call employees regular day off or on the employee's regular day off during a vacation period, the average daily wage shall be calculated by adding the average daily wages earned by the four (4) weeks prior to the statutory holiday divided by the number of days worked in that period.**

203.03 **If a Statutory Holiday falls during a period of approved medical leave (S+A, LTD, WCB) the employee shall only receive the sick leave pay for which he is eligible.**

While on Maternity Leave, Parental Leave, Adoption Leave, and Family Leave, employees shall be credited with a banked lieu day.

203.04 Where a Statutory Holiday falls on a Saturday or Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. **He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay.** Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of the subsequent year's vacation.

203.05 Employees who work any Statutory Holiday occurring during his regular work period shall be entitled to double time (2X) pay for hours worked plus straight time for the holiday. The Statutory premium (double time) and the straight time for the day shall be paid out. Shift workers shall receive a minimum of six (6) statutory holidays off per year or lieu days thereof.

204 SICKNESS AND NON-OCCUPATIONAL ACCIDENT

204.01 It shall be the responsibility of the employee to give as much notification to his supervisor as is reasonable under the circumstances, prior to absence on account of illness. The employee shall notify his supervisor on the day prior to return to work.

204.02 When an employee who is entitled to benefits under MEBAC, sustains an occupational injury while in the City's service, he shall receive such compensation that will equal his regular take home pay provided that any payments received from the Workers' Compensation Board are assigned to MEBAC.

204.03 All employees on Long Term Disability shall accrue service for future vacation entitlement.

If an 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 vacation entitlement.

205 SERVICE PAY

205.01 Employees covered by this Agreement shall be paid service pay as follows:

- (a) after ten (10) years service with the City, ten dollars (\$10.00) per month
- (b) after fifteen (15) years service with the City, fifteen dollars (\$15.00) per month
- (c) after twenty (20) years service with the City, twenty dollars (\$20.00) per month
- (d) after twenty-five (25) years service with the City, twenty-five (\$25.00) per month

Service pay will be paid out on an annual basis no later than pay period 3 of the subsequent calendar year.

206 CLOTHING

206.01 See Addendum listing the clothing issued by the City, and which is subject to amendment from time to time through discussions between the City Administration and Representatives of Local 38.

206.02 Where the City requires safety equipment and/or clothing, the City will provide same to permanent employees only, at no cost to the employee. Issues will be at the discretion of management.

207 RETROACTIVITY

207.01 Any employee who is employed or who has retired between **January 5, 2018** and the date of signing of this Agreement shall receive payment on salaries retroactively to **January 5, 2018**. Employees who terminate their employment between **January 5, 2018** and the signing date of this agreement shall receive retroactive payments provided these employees apply for same within thirty (30) days of the date of signing of this agreement.

SECTION C - WORKING CONDITIONS

301 STANDARD HOURS OF WORK

301.01 Regular hours of work shall be 8:00 a.m. to 4:30 p.m. Monday to Friday inclusive, with one (1) hour off for lunch.

301.02 Employees shall be required to work fourteen (14) days of seven and one half (7.5) hours per day over a three (3) week period for an average of thirty-five (35) hours per week.

301.03 "Shift" means work regularly scheduled outside of regular day hours.

302 NON-STANDARD HOURS AND NON-SCHEDULED HOURS OF WORK

302.01 All classifications shown in the pay schedule shall reflect the hourly rate of pay for an average thirty-five (35) hour or forty (40) hour week. In response to operational requirements The City has the right to increase the hours of work from an average of 35 hours per week to an average of 40 hours per week over a three (3) week period without incurring overtime premiums. The City shall advise the Union, prior to implementing the additional hours of work, of the start date and expected duration. When considering implementing this option, The City must make the 40 hour work week available to all incumbents in positions in the work area that are identical to the position for which the 40 hour work week applies.

302.02 Hours of work for persons working non-standard hours of work shall be as per the terms and conditions of current and applicable permits as issued by the Director of Employment Standards. Hours of work in excess of the hours stated therein shall be overtime.

302.03 "Non-Scheduled" means starting and/or stopping times that do not coincide with regular hours as per 301.01.

303 SATURDAY AND SUNDAY SHIFTS

303.01 Employees whose regular work day includes work for Saturday and/or Sunday shall be paid one (1) hour's pay for Saturday and/or Sunday so worked.

304 SHIFT WORK

304.01 Effective July 6, 2009, employees covered by this Agreement whose duties commence at or after 10:00 a.m. shall receive a shift differential of ninety (90) cents per hour.

Effective July 5, 2010, employees covered by this Agreement whose duties commence at or after 10:00 a.m. shall receive a shift differential of one (1) dollar per hour.

304.02 The days and hours of work for full time employees on shift work shall be posted in appropriate places. This shift schedule shall be posted at least thirty (30) days in advance.

Employees who work a regularly scheduled shift of eight (8) hours per day or less shall be given no less than 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.

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 the employee(s) requests the shift change;
- b) An accident has occurred
- c) Urgent work is necessary
- 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.

305 REST PERIODS

305.01 All employees shall be permitted a fifteen (15) minute rest period in the first half of the shift before the lunch period and a ten (10) minute rest period in the second half of the shift after the lunch period.

306 WORK SCHEDULES

306.01 Notwithstanding the hours of work as per Clause 301.01, regular hours of work may be established to respond to the operational needs of The City service. The Union shall be consulted in advance in writing with respect to any change in the regular hours of work schedule under Clauses 301.01 and 301.02. Such changes shall not be implemented until agreement from the Union Executive is obtained in writing. Such agreement shall not be unreasonably withheld.

306.02 Non-Standard daily hours may be established from 7:00 a.m. to 6:00 p.m., provided that all conditions specifically stated in Clauses 301 and 302 are observed, and the Union is given prior consultation.

307 COMPENSATING TIME OFF

307.01 Certain positions are recognized as not conforming to the standard daily hours (8:00 a.m. to 4:30 p.m.). These positions listed in this Agreement wage schedule as N.S. 35 may work hours other than the standard daily hours, but shall not exceed thirty-five (35) hours per week, Monday to Friday inclusive. Any employees in said positions who work in excess of thirty-five (35) hours per week shall receive compensating time off at a rate of double time off for each hour worked in excess of thirty-five (35) hours. If an employee is required to work during the weekend (Saturday/Sunday) the employee shall have the right to take compensating time off or be paid the prevailing overtime rate. Methods of compensation for weekend work shall be arranged by the employee with the supervisor in charge prior to working the extra time and shall be approved in writing by a supervisor so authorized.

308 OVERTIME - HOURLY AND MONTHLY EMPLOYEES

308.01 Overtime shall be calculated on the basis of double (X2) time for hours in excess of the normal daily hours, for hours worked on regular days off and emergency calls. Overtime calculations shall be based on regular list pay and shall not include shift differential or any other premiums.

308.02 Overtime for salary-rated employees shall be calculated on the basis of the regular working hours.

308.03 Instead of cash payment for overtime an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of work, their choice of cash payment or lieu time. The taking of lieu time off to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to December 31st of each year shall be paid out,

however any overtime accumulated during the month of December can be carried over into the following year.

308.04 In the giving out of overtime, the City agrees that such overtime will be distributed as equally as possible among members of the business unit or area concerned.

308.05 On-call and part-time employees will be eligible for overtime when working in excess of seven and one half (7.5) hours in a day or thirty-seven and one half (37.5) hours in a week or the daily and weekly hours of work as determined for the work area. These employees are not eligible for the Rearranged Work Week (RAWW), however, should these employees work in excess of fourteen (14) days of seven and one half (7.5) hours at straight time over this three week period they will be eligible for overtime.

309 CALL OUT

309.01 Where an employee is called in by Management and it does not immediately precede or follow the employee's regular hours of work, the employee shall receive a minimum of two (2) hours at double (X2) time.

309.02 Extensions of the day's work which are interrupted by a supper break in excess of two (2) hours shall be paid as call-outs regardless of prior notification having been given. Extension of the day's work which is expected to last in excess of two (2) hours shall include a twenty (20) minute lunch break on City time.

309.03 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/day.

309.04 Where an employee is directed to be personally available to the operation as per 309.03, and is subsequently required 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.

310 CASHIERS SHORT AND OVER ACCOUNT

310.01 It is agreed that Cashiers will receive no benefits from overages and will not be called upon to make up any shortages in their daily cash balances. A record now being kept of daily shortages and overages of each cashier will be maintained. The results of an examination, to be made at periodic intervals by the Manager concerned, will determine the action to be taken.

311 AUTOMATION AND JOB SECURITY

311.01 Management will assume all its responsibilities with regard to employees who may be affected by Automation or Mechanization. For this reason, Management agrees to set up retraining or refresher programs for employees thus affected. Management shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems. If an employee cannot cope with technical or technological improvements, and has to transfer, and is able to do the work to which he transfers, he shall continue to receive the wage rate he enjoyed at the time of his transfer, until such time as the lower rate reached his former rate at the time of his transfer.

312 PENSION PLAN

312.01 The City of Calgary acknowledges that employees whose work falls under the scope of this collective agreement are members of the Local Authorities

Pension Plan in the Province of Alberta and come under the terms of reference of the Plan in accordance with the rules and regulations as set forth in the Local Authorities Pensions Act.

313 INCREMENTAL INCREASES

313.01 Incremental Increases

Salary incremental increases will be on the basis of one (1) year between Step 1 and Step 2, one (1) year between Step 2 and Step 3, six (6) months between Step 3 and Step 4, and six (6) months between Step 4 and Step 5. For part-time staff, for the purpose of the increases as defined above, one (1) year is equal to one thousand eight hundred and twenty (1820) hours, and six (6) months is equal to nine hundred and ten (910) hours.

An accumulated total of ten (10) or more days' absence from work may extend the standard increment by an equivalent period of time.

313.02 Adjustment to Start Rates

Employees may be paid at the appropriate New Hire Rates for their pay grade.

Such employees shall remain at the New Hire Rates Schedule for their pay grade until they would be eligible for a standard increment as per Article 313 (Incremental Increases). At that time, the employees shall be placed at the appropriate Step, and in any case no less than Step 2 of their pay grade.

314 COPIES OF THIS AGREEMENT

314.01 The City shall undertake to arrange for the printing of sufficient copies of this Agreement within ninety (90) days of signing by both parties, and shall accept the full cost.

Signed this 16th day of September 2019 in the City of Calgary.

SIGNED ON BEHALF OF THE CORPORATION FOR THE CITY OF CALGARY

SIGNED ON BEHALF OF LOCAL 38 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

CITY MANAGER

PRESIDENT

CITY CLERK

VICE-PRESIDENT

RECORDING SECRETARY

APPROVED	
As to Content	NAB
Human Resources	JCS
As To Form Solicitors	RA

ADDENDUM

CITY OF CALGARY - LOCAL 38 (CITY HALL STAFF)

CLOTHING SCHEDULE

Clothing issued under this schedule with City of Calgary identification is to be returned to The City of Calgary upon termination, transfer, or for replacement. Employees shall bear the cost of items when the former issue is not presented upon termination or for replacement when "As Required" is indicated. "As Required" replacements will be at the discretion of Management. Employees shall be responsible for the reasonable care and cleaning of clothing issued.

A. Field Services:

Field Representatives and Senior Field Representatives to be issued:

1 winter jacket every 3 years

1 complete uniform consisting of 2 pairs of pants, 2 shirts and 1 fleece top in the first year; and 2 pairs of pants, 1 fleece top and 3 shirts each year thereafter

Summer and winter caps as required

Rubber boots as required

1 plastic raincoat as required (turn in for replacement)

A yearly boot allowance, not to exceed the cost of the current issue of 2 pairs of leather boots/shoes, to be used to purchase appropriate footwear for the type of field work performed. Style of boot and vendor to be of employee's choice.

Field Representatives to be issued:

2 pairs of leather boots per year

1 pair of winter boots every second year

Senior Field Representatives to be issued:

2 pairs of boots/shoes each year with an additional winter issue every second year

A pair of summer walking shorts may, at the employee's discretion, be substituted for a pair of pants.

B. Bindery Operators, Computer Print Operators, Distribution Services Coordinator in IT are to be issued gloves and smocks at the discretion of Management.

C. Warehouse Workers and Storemen to be issued:

Coveralls as required
1 winter parka as required
Gloves as required
Rubber boots as required
Slickers as required

D. By-Law Officers and Animal Control Officers

Employees to be issued one complete uniform with replacement as noted and consisting of:

By-Law Enforcement Officers (By-law Enforcement Section)

4 Long or short sleeved shirts per year (A)
3 Pair regular pants per year (B)
2 Clip on uniform ties (A)
12 Pair socks (A)
1 Uniform winter parka (B)
1 Uniform patrol jacket (B)
1 Uniform forage cap with rain protector (B)
1 By-law Enforcement Officer cap badge (B)
1 Yukon style uniform winter cap (B)
1 Reversible Day Glo uniform safety rain coat (B)
2 Pair boots with vibram safety soles (B)
1 Pair rubber overboots (B)
1 Leather uniform belt (B)
1 Pair leather (lined) gloves (B)
2 Name tags (B)

In addition to the above items, the following may be issued, if required:

1 Pair coveralls (B)
1 Pair 16" or 18" rubber boots (B)
1 Pair heavy rubber gloves (B)

(A) - Annually

(B) - Turn in for replacement.

By-Law Enforcement Officers (Animal Services Section)

Employees to be issued one complete uniform with replacement as noted and consisting of:

- 4 Long or short sleeve uniform shirts (A)
- 3 Pair regular uniform pants (B)
- 2 Clip-on uniform ties (A)
- 2 'Crew neck' T-shirts (A)
- 2 Pair coveralls (B)
- 12 Pair socks (A)
- 1 Uniform winter parka (B)
- 1 Uniform patrol jacket (B)
- 1 Uniform forage cap with rain protector (B)
- 1 Yukon style uniform winter cap (B)
- 1 Reversible Day Glo uniform safety rain coat (B)
- 2 Pair safety ankle boots (B) or re-sole
- 1 Pair rubber overboots (B)
- 1 Leather uniform belt (B)
- 1 Pair leather winter gloves (B)
- 1 Pair rawhide leather gloves (B)
- 2 Name tags

(A) - Annually

(B) - Turn in for replacement.

E. Survey Crews

- 1 Pair gloves (Roper)
- 1 Pair gloves (Thinsulite)
- 1 Rainsuit
- 1 Pair Coverall/Overall
- 1 Equipment Vest
- 1 Pair Rubber Boots

F. Lab Technicians - 2 lab coats per year

G. Animal Health Technologist (full-time)

Employees to be issued **annually:**

8 pieces total, a combination of scrub tops and scrub pants

H: Animal Behaviour Coordinator (part-time)

Employees to be issues annually:

4 pieces total, a combination of scrub tops and scrub pants

I. Industrial Samplers and Industrial Technicians, Waste Water Compliance Inspector and Systems Control Technicians to be issued:

2 pair of pants per year

1 tunic per year

3 shirts per year

2 ties per year

1 plastic raincoat as required

1 pair of leather boots per year

1 pair of winter boots every second year in lieu of leather boots

1 winter parka per year as required

1 pair winter gloves per year

J. Taxi Inspector to be issued:

1 pair of coveralls, as required

3 shirts per year

1 pair gloves or mitts per year

1 pair boots or shoes per year

2 pairs of pants per year

1 winter cap as required per year

12 pairs of socks per year

3 t-shirts per year

1 all-weather multi-layered jacket, as required

1 pair of tear-away wind pants, as required

1 sweater, as required

K. Data Collection Technicians:

1 rain cape and pants per year

1 parka (as required)(permanent employees only)

1 pair gloves as required.

L. All Field Inspection Personnel:

Coveralls - turn in for replacement.

M. Technician at Planetarium

Smocks as required

Coveralls as required.

N. Protective Services Officers and Supervisors

The following issue to be replaced as required:

1 cap

1 cap - winter

1 jacket - patrol, dark navy

1 pair gloves, Spectra

1 belt - Sam Brown

1 windpants

The following initial issue to be re-issued annually:

1 pair boots/shoes leather or running shoes

1 sweater – dark navy

* 3 shirts – Raeford shirts – Grey with long sleeves

* 3 shirts – Raeford shirts – Grey with short sleeves

3 ties- neck, Dark navy with clip on

2 pair trousers - long, dark navy with medium blue stripe

7 pair socks

* Annual replacement will be four (4) Raeford shirts – either long sleeve or short sleeve at the employee's discretion.

O. Technical Security Systems Technicians, Corporate Security:

2 short sleeved uniform shirts per year

2 long sleeved uniform shifts per year

2 pair of pants every 2 years (provided by Corporate Clothing)

1 winter jacket every 2 years (provided by Corporate Clothing)

1 pair CSA approved 6" safety boots, as required

**LOCAL 38 CLASSIFICATION and
PAY STRUCTURE**

Point Spread	Pay Grade
Over 800	15
750 - 799	14
698 - 749	13
650 - 697	12
600 - 649	11
555 - 599	10
506 - 554	9
460 - 505	8
410 - 459	7
356 - 409	6
307 - 355	5
270 - 306	4
247 - 269	3
226 - 246	2
Up to 225	1

EFFECTIVE JANUARY 6, 2018
 CUPE LOCAL 38
 EVALUATED HOURLY RATES

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	\$47.93	\$52.76	\$55.40	\$58.18	\$61.07	\$64.12
14	\$45.69	\$50.24	\$52.76	\$55.40	\$58.18	\$61.08
13	\$43.49	\$47.86	\$50.24	\$52.76	\$55.40	\$58.18
12	\$41.44	\$45.57	\$47.86	\$50.24	\$52.76	\$55.40
11	\$39.46	\$43.40	\$45.57	\$47.85	\$50.24	\$52.76
10	\$37.58	\$41.33	\$43.40	\$45.56	\$47.85	\$50.23
9	\$35.43	\$38.99	\$40.94	\$42.98	\$45.17	\$47.40
8	\$33.29	\$36.60	\$38.46	\$40.36	\$42.37	\$44.52
7	\$31.25	\$34.38	\$36.09	\$37.89	\$39.81	\$41.81
6	\$29.35	\$32.27	\$33.89	\$35.60	\$37.35	\$39.24
5	\$27.57	\$30.31	\$31.84	\$33.44	\$35.08	\$36.85
4	\$25.41	\$27.93	\$29.34	\$30.78	\$32.32	\$33.95
3	\$23.40	\$25.73	\$27.05	\$28.37	\$29.82	\$31.30
2	\$21.65	\$23.85	\$25.04	\$26.30	\$27.61	\$28.96
1	\$19.99	\$21.96	\$23.08	\$24.23	\$25.47	\$26.74

EFFECTIVE DECEMBER 24, 2018
 CUPE LOCAL 38
 EVALUATED HOURLY RATES

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	\$47.93	\$52.76	\$55.40	\$58.18	\$61.07	\$64.12
14	\$45.69	\$50.24	\$52.76	\$55.40	\$58.18	\$61.08
13	\$43.49	\$47.86	\$50.24	\$52.76	\$55.40	\$58.18
12	\$41.44	\$45.57	\$47.86	\$50.24	\$52.76	\$55.40
11	\$39.46	\$43.40	\$45.57	\$47.85	\$50.24	\$52.76
10	\$37.58	\$41.33	\$43.40	\$45.56	\$47.85	\$50.23
9	\$35.43	\$38.99	\$40.94	\$42.98	\$45.17	\$47.40
8	\$33.29	\$36.60	\$38.46	\$40.36	\$42.37	\$44.52
7	\$31.25	\$34.38	\$36.09	\$37.89	\$39.81	\$41.81
6	\$29.35	\$32.27	\$33.89	\$35.60	\$37.35	\$39.24
5	\$27.57	\$30.31	\$31.84	\$33.44	\$35.08	\$36.85
4	\$25.41	\$27.93	\$29.34	\$30.78	\$32.32	\$33.95
3	\$23.40	\$25.73	\$27.05	\$28.37	\$29.82	\$31.30
2	\$21.65	\$23.85	\$25.04	\$26.30	\$27.61	\$28.96
1	\$19.99	\$21.96	\$23.08	\$24.23	\$25.47	\$26.74

EFFECTIVE DECEMBER 23, 2019
 CUPE LOCAL 38
 EVALUATED HOURLY RATES

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	\$48.65	\$53.55	\$56.23	\$59.05	\$61.99	\$65.08
14	\$46.38	\$50.99	\$53.55	\$56.23	\$59.05	\$62.00
13	\$44.14	\$48.58	\$50.99	\$53.55	\$56.23	\$59.05
12	\$42.06	\$46.25	\$48.58	\$50.99	\$53.55	\$56.23
11	\$40.05	\$44.05	\$46.25	\$48.57	\$50.99	\$53.55
10	\$38.14	\$41.95	\$44.05	\$46.24	\$48.57	\$50.98
9	\$35.96	\$39.57	\$41.55	\$43.62	\$45.85	\$48.11
8	\$33.79	\$37.15	\$39.04	\$40.97	\$43.01	\$45.19
7	\$31.72	\$34.90	\$36.63	\$38.46	\$40.41	\$42.44
6	\$29.79	\$32.75	\$34.40	\$36.13	\$37.91	\$39.83
5	\$27.98	\$30.76	\$32.32	\$33.94	\$35.61	\$37.40
4	\$25.79	\$28.35	\$29.78	\$31.24	\$32.80	\$34.46
3	\$23.75	\$26.12	\$27.46	\$28.80	\$30.27	\$31.77
2	\$21.97	\$24.21	\$25.42	\$26.69	\$28.02	\$29.39
1	\$20.29	\$22.29	\$23.43	\$24.59	\$25.85	\$27.14

WAGE INCREASE ATTACHMENT

This page is attached to the 2018-2021 Agreement to include the effective date of pay increases.

1. The rates shown in this collective agreement reflect an increase of **0%** effective **2018 January 06**, **0%** effective **2018 December 24**, **1.5%** effective **2019 December 23**.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

SECURITY GUARDS (CORPORATE SECURITY) - WORKING CONDITIONS FOR THE
EMERGENCY OPERATIONS CENTRE (EOC) - 24 HOUR ROTATING SHIFTS

The following provisions apply to those employees working as Security Guards in the Emergency Operations Centre's who are on twenty-four (24) hour rotating shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

1) The regular hours of work shall be either:

- twelve (12) hours per day
- eight (8) hours per day

The above noted shifts will be in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete 28 day cycle of a shift schedule rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter the start and end times of a shift and will not affect the required number of hours per day (i.e. 8 or 12 hours).

When an employee and management mutually agree, the employee's shift can be changed to any consecutive eight (8) or twelve (12) hour period, provided the scheduled number of hours and the scheduled number of days worked within the four (4) week cycle do not change.

2) All employees on twelve (12) hour shifts shall be permitted a total of sixty (60) minutes in paid breaks. The sixty (60) minutes of breaks may be divided into a maximum of three (3) breaks during the shift as mutually agreed upon by management and the employee, with a minimum duration of twenty (20) minutes.

All employees on eight (8) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of two (2) breaks during the shift as mutually agreed upon by management and the employee, with a minimum duration of twenty (20) minutes.

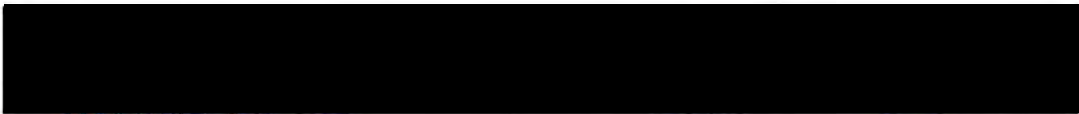
If the full break allotment is taken as one (1) break, it must be done so with mutual consent and not taken within two (2) hours of the beginning or the end of a shift.

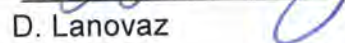
- 3) Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employees consent. The employee will not be paid overtime if the required number of hours worked do not exceed an average of forty (40) hours per week over a 28 day rotation, with the total number of required days off regardless of where they may occur during the pay period.
- 4) Employees' will be paid based on actual hours worked over a two week pay cycle.
- 5) A week of vacation entitlement is equivalent to forty (40) hours of paid time. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
- 6) When a statutory holiday falls on an eligible employee's day off, and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.
- 7) Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.
- 8) Either party may cancel this letter by serving the other party thirty (30) days' written notice of their intent to end the agreement.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

Originally Signed 2012 October 19

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

CALGARY POLICE SERVICE – FINGERPRINT/LATENT SEARCH UNIT & POLICE
INFORMATION COORDINATORS

The following provisions apply to those employees working in the Fingerprint/Latent Search Unit and Police Information Coordinators who are on rotating ten (10) hour shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter the start and end times of a shift and will not affect the required ten (10) hours per day.

When an employee and management mutually agree, the employee's shift can be changed to any consecutive ten (10) hour period, provided the scheduled number of hours do not change.


2. All employees on ten (10) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of three (3) breaks during the shift, with a minimum duration of ten (10) minutes. If the full forty (40) minutes is taken as one (1) break, it must be done so with mutual consent and not taken within two (2) hours of the beginning or the end of a shift.
3. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employee's consent. The employee will not be paid overtime if the required number of hours worked do not exceed an average of forty (40) hours per week over a full four (4) week rotation, with the total number of required days off regardless of where they may occur during the pay period.

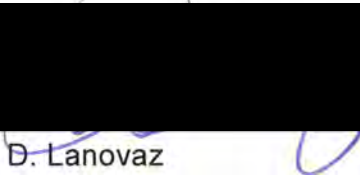
4. A week of vacation entitlement is equivalent to forty (40) hours of paid time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
5. When a statutory holiday falls on an eligible employee's day off **and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.**
6. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunson
Manager, Labour Relations


D. Lanovaz
President

Originally Signed 1986 December 01

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

CALGARY POLICE SERVICE – C.P.I.C UNIT

The following provisions apply to those employees working in the C.P.I.C Unit who are on twelve (12) hour rotating shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

1. The regular hours of work shall be twelve (12) or eight (8) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter the start and end times of a shift and will not affect the required twelve (12) or eight (8) hours per day.

When an employee and management mutually agree, the employee's shift can be changed to any consecutive twelve (12) or eight (8) hour period, provided the scheduled number of hours do not change.

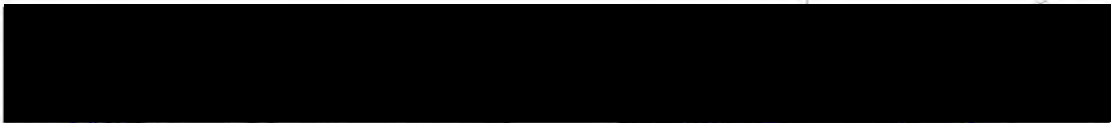
2. All employees on twelve (12) hour shifts shall be permitted a total of sixty (60) minutes in paid breaks. The sixty (60) minutes of breaks may be divided into a maximum of four (4) breaks during the shift, with a minimum duration of ten (10) minutes. If the full sixty (60) minutes is taken as one (1) break, it must be done so with mutual consent and not taken within two (2) hours of the beginning or the end of a shift.
3. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employees consent. The employee will not be paid overtime if the required number of hours worked do not exceed an average of forty (40) hours per week over a full four (4) week rotation, with the total number of required days off regardless of where they may occur during the pay period.
4. A week of vacation entitlement is equivalent to forty (40) hours of paid time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.

5. When a statutory holiday falls on an eligible employee's day off **and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.**
6. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.
7. Implementation of this twelve (12) hour shift schedules will be effective 1998 January 4.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

CALGARY POLICE SERVICE – PUBLIC SERVICE ADVISORS

The following provisions apply to those employees working as Public Service Advisors in various district offices of the Calgary Police Service, who are on rotating ten (10) hour shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter the start and end times of a shift and will not affect the required ten (10) hours per day.

When an employee and management mutually agree, the employee's shift can be changed to any consecutive ten (10) hour period, provided the scheduled number of hours do not change.

2. All employees on ten (10) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of three (3) breaks during the shift, with a minimum duration of ten (10) minutes. If the full forty (40) minutes is taken as one (1) break, it must be done so with mutual consent and not taken within two (2) hours of the beginning or the end of a shift.
3. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employee's consent. The employee will not be paid overtime if the required number of hours worked do not exceed an average of forty (40) hours per week over a full four (4) week rotation, with the total number of required days off regardless of where they may occur during the pay period.

4. A week of vacation entitlement is equivalent to forty (40) hours of paid time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
5. When a statutory holiday falls on an eligible employee's day off **and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.**
6. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 2009 July 21

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

CALGARY POLICE SERVICE – RECORDS PROCESSING UNIT

The following provisions apply to those employees working in the Records Processing Unit who are on ten (10) or twelve (12) hour rotating shift schedules. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift rotation. Where the employee and management mutually agree, an employee may be permitted to work a twelve (12) hour per day shift in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to (2) hours. This will alter the start and end times of a shift and will not affect the required (10) or twelve (12) hours per day.

An employee working a twelve (12) hour shift shall be permitted to revert back to a ten (10) hour shift after having provided two (2) weeks' notice to management.


2. All employees on (10) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of three (3) breaks during the shift, with a minimum duration of ten (10) minutes. If the full forty (40) minutes is taken as one (1) break, it must be done so with the mutual consent and not taken within two (2) hours of the beginning or the end of a shift.
3. All employees on twelve (12) hour shifts shall be permitted a total of sixty (60) minutes in paid breaks. The sixty (60) minutes of breaks may be divided into a maximum of four (4) breaks during the shift, with a minimum duration of ten (10) minutes. If the full sixty (60) minutes is taken as one (1) break, it must be done so with the mutual consent and not taken within two (2) hours of the beginning or the end of a shift.


4. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employees consent. The employee will not be paid overtime if the required number of hours worked do not exceed eighty (80) hours bi-weekly, with the total number of required days off regardless of where they may occur during the pay period.
5. A week of vacation entitlement is equivalent to forty (40) hours of paid time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
6. When a statutory holiday falls on an eligible employee's day off and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.
7. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.
8. Implementation of the ten (10) hour shift schedules will be effective 1995 October 29 and twelve (12) hour shift schedules will be effective 2009 May 28.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

CALGARY POLICE SERVICE – VICTIM ASSISTANCE UNIT

The following provisions apply to those employees working in the Victim Assistance Unit who are on rotating ten (10) hour shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. Management can, for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter the start and end times of a shift and will not affect the required ten (10) hours per day.

When an employee and management mutually agree, the employee's shift can be changed to any consecutive ten (10) hour period, provided the scheduled number of hours do not change.

2. All employees on ten (10) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of three (3) breaks during the shift, with a minimum duration of ten (10) minutes. If the full forty (40) minutes is taken as one (1) break, it must be done so with mutual consent and not taken within two (2) hours of the beginning or the end of a shift.
3. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employee's consent. The employee will not be paid overtime if the required number of hours worked do not exceed eighty (80) hours bi-weekly, with the total number of required days off regardless of where they may occur during the pay period.
4. A week of vacation entitlement is equivalent to forty (40) hours of paid time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.

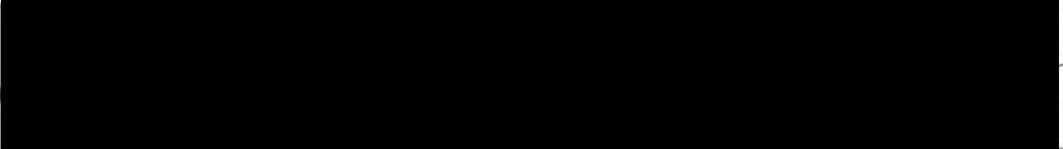
5. When a statutory holiday falls on an eligible employee's day off and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.

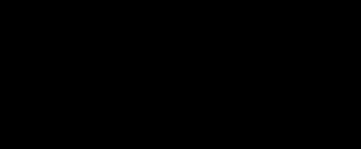
6. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

CHANGE IN LOCATION

The City of Calgary recognizes and shares a mutual interest in balancing the needs of the organization and the provision of services to our clients, with employees' personal needs, professional development and opportunities for further career growth. To this end, the parties have developed this letter to address multi-incumbent positions that are covered by common JEQ and are within the same Business Unit.

When a vacancy occurs or a new position is created in any Business Unit, management may reassign existing staff to a different location/work area, without posting the position, as long as the following criteria are met:


- The position is identical to the employee's current position (same job/title; part of the same JEQ)
- It is within the same Business Unit.
- Employees are not changing status (permanent, part time, temporary, etc.)


Individual requests for re-assignment will be evaluated on a situational basis, balancing organizational needs with personal needs for work/life balance issues. The process will be transparent and respect confidentiality by both Management and Local 38 Employees.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
COVERING 201.01
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

ADMINISTRATION OF VACATION ENTITLEMENT

The City and the Union agree that the administration of vacation entitlement will be as per Clause 201.01 of the Collective Agreement with "weeks", for the purposes of timekeeping, applying only to Full Time Employees on the Rearranged Work Week, being defined as follows:

	Weeks	Hours S35	Hours NS40	Days
After 1 year's service	2	70	80	9 1/3
After 2 years' service	3	105	120	14
After 8 years' service	4	140	160	18 2/3
After 17 years' service	5	175	200	23 1/3
After 25 years' service	6	210	240	28
After 30 years' service	7	245	280	32 2/3

The City and the Union further agree that the administration of vacation entitlement as affected by third "Fridays" off, will not result in any employee having to either leave late for, or return early from, vacation.

Arrangements to reconcile entitlement and usage shall be made in advance of the vacation period. Banked overtime, lieu time, or banked vacation may be used by an employee, or other methods of reconciliation may be mutually agreed between the employee and supervisor.

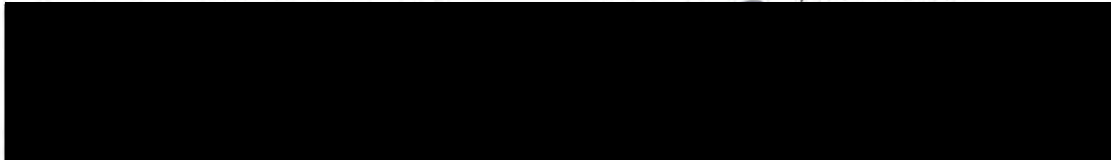
In the event that the foregoing arrangements cannot be agreed upon then management may schedule a "Third Friday" off into the vacation period from the concurrent or overlapping three week cycles.

Article 301 indicates there are fourteen (14) seven and one-half (7 ½) hour working days for full-time employees in a three (3) week cycle. Since all paid days (e.g., worked, vacation, statutory holidays, lieu days, bereavement, S & A) are counted as seven and one-half (7 ½) hours, all full-time employees are entitled to seven (7) off days, including one (1) third "Friday" in a three (3) week cycle.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

GOLF COURSE DIVISION

The parties agreed that the Golf Course Division is a unique work group and this Letter of Understanding is intended to resolve problems which resulted from a Labour Relations Board decision to transfer Golf Course Attendant positions from the jurisdiction of C.U.P.E. Local 37 to C.U.P.E. Local 38.

The following provisions apply to those employees working in the Recreation Business Unit, classified as Golf Course Attendants II & III (G.C.A.'s) and Guest Services Coordinator. The provisions of the Collective Agreement, applicable to temporary employees, shall be applicable to Golf Course Attendants II and III and Guest Services Coordinator unless modified by the terms of this Letter of Understanding.

1. REHIRE - Persons employed as G.C.A.'s in the previous year who were laid off from those positions, will be rehired by their base classification (their classification prior to the implementation of any temporary upgrading or relief in a senior position) in order of original date of hire as a G.C.A. in the Golf Course Section. In order to use this original date for rehire, employees must have returned to work each season in the Golf Course Division since their original date of hire. Employees who have resigned or transferred to other City employment shall have the date they returned to the Golf Course Section, provided they have returned each season since, recognized as their original date of hire (ODOH). This ODOH is used to determine rank order for shift and course assignments and determine the order of hire and layoff. Generally, employees will be allowed to return to the Golf Course they worked at the previous year.
2. SHIFTS - Management will develop schedules for each course and has the right to create, split or consolidate shifts that may require up to nine and one-half (9½) hours daily and thirty-eight (38) hours weekly prior to overtime. At each course, upon rehire, employees within a classification will choose from the available schedule of shifts in order of their ODOH, provided they have the necessary qualifications to perform the required work.

3. MOVEMENT DURING THE SEASON - At each Course, available on-going shifts at the GCA II classification will be offered to persons employed at that classification in order of their ODOH. If a vacancy remains at the GCA II classification, it will be filled by offering it to other persons at the GCA II classification, from other Courses, in order of their ODOH, provided they have the qualifications and ability. If a vacancy still remains, a new employee will be hired, or management will transfer the junior qualified and able employee in that classification from another golf course.

Short term shifts (e.g., illness, leave of absence) will be filled without regard for ODOH from off duty staff, staff scheduled to work at the time the absence arises, staff temporarily transferred from other courses, persons on the on-call list or by using overtime.

4. REDUCTIONS IN HOURS AND LAYOFFS - As the hours of operation decrease, both the number of shifts available and the length of these shifts may be reduced. The City will determine the available shifts. Employees with the most recent ODOH within each classification and within the Golf Course will be the first to be laid off. Employees about to be laid off shall have the first right to vacancies at other courses, notwithstanding #3 above.
5. PROMOTION TO GCA III CLASSIFICATION - If a vacancy arises in the Golf Course Attendant III Classification and where management considers some employees within the Golf Course Section to be suitable, management may offer the position to such employees in order of their ODOH without posting the position. If posted, the criteria in Article 110.03 will apply except the determining factor will be ODOH.
6. HOURS OF WORK - Regular hours of work will be up to nine and one-half (9½) hours daily and thirty-eight (38) hours weekly. Management will reschedule hours of work as the available hours increase, and then decrease to attempt to give a reasonable number of hours to as many as possible and to avoid overtime. Hours of work are not guaranteed and the rearranged work week schedule in Article 301 does not apply. Additionally, there are no scheduled coffee breaks or lunch periods and employees are allowed and expected to take coffee or lunch as time allows within their scheduled shift. Employees that work thirty-five (35) hours per week will be considered as temporary full-time employees for the purposes of MEBAC benefit entitlement only.
7. REPORTING PAY - Unless otherwise advised, employees shall report ready and able for work, and if sent home at the start or during the shift shall receive a minimum of two (2) hours straight time pay.

8. PREMIUMS AND ALLOWANCES - 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 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 - ¼ hour's pay
- 4.75 hours - ½ hour's pay
- 7.25 hours - ¾ hour's pay
- 9.50 hours - 1 hour's pay

For the purposes of shift differential only, the Standard Work Day shall be any nine and one half (9.5) hours work within the eleven (11) consecutive hours between 0700 and 1800 hours. A "per hour" shift differential shall be granted to employees for those hours of their shift which falls outside the standard shift as identified above. Where a majority of hours of an employee's shift falls outside the standard shift, the "per hour" shift differential shall apply to all hours worked.

The shift differential shall be as per the CUPE Local 38 Collective Agreement in effect.

On-call persons shall only receive pay according to the classification rate of the work assigned.

9. INCREMENTS - A record of hours worked will be retained for increment purposes. With credit given for hours worked during previous seasons, GCA's shall be eligible for step increases within the pay ranges based on hours worked.


Either party wishing to terminate this Letter of Understanding shall provide the other party with written notice of their intent to do so no later than thirty (30) calendar days following the conclusion of the golf season. In the event that notice to terminate this understanding is given prior to the conclusion of a golf season, such notice shall be effective at the conclusion of that golf season, unless otherwise mutually agreed.

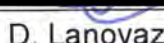
10. SEASONAL EMPLOYEES - May opt to participate in LAPP after 24 months of cumulative service and may continue participation during each subsequent recall period.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38


HOURS OF WORK

At an employee's request, and subject to operational needs, the standard work day shall be any consecutive seven and one-half (7½) hour period between 0700 and 1800, Monday to Friday inclusive. The work day will include an established lunch period between 30 and 60 minutes.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 1997 June 18

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

TEMPORARY EMPLOYMENT SERVICES AGENCY (TESA)

The parties agree on the following with respect to the Temporary Employment Services Agency (TESA):

1. Purpose

The City of Calgary established the TESA agency in order to meet temporary clerical/secretarial staffing needs across the Corporation. CUPE Local 38 recognizes that, due to the substance and duration of TESA assignments, the employment relationship between the City and TESA employees is unique.

2. Assignments

- (a) TESA employees may be assigned for a maximum period of three (3) months to meet a number of staffing needs, including those arising from illness, vacation, special projects, work overloads, temporary reassignments of personnel or temporary vacancies in established or limited term positions.
- (b) TESA employees may be assigned to positions represented by a particular civic union or to non-union positions.
- (c) Regardless of the nature or location of a particular assignment, the City will ensure that the terms and conditions of employment must, at a minimum, be equal to the legislative requirements in Alberta (i.e. Employment Standards Code, etc.).

3. Jurisdiction

- (a) The City recognizes that from time to time TESA assignments occur within the recognized jurisdiction of CUPE Local 38.
- (b) The City agrees that when 3(a) occurs, such employees shall receive no less than the new hire rate for the position to which they have been assigned.
- (c) The City of Calgary will, on a quarterly basis, forward to CUPE Local 38 a sum of money equivalent to the normal dues as established within the jurisdiction for hours worked within the recognized jurisdiction of CUPE Local 38 as a result of 3(a).

- (d) TESA will provide CUPE Local 38 with the following information on a monthly basis: TESA employee name; location of assignment; reason for assignment, consistent with 2 a) above; start date of assignment; and anticipated end date of assignment.

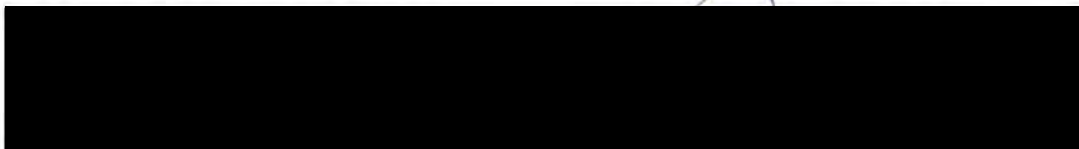
4. Complaint Procedure

- (a) Should a complaint arise from a TESA employee, and failing resolution with the TESA Coordinator, the Union may represent this TESA employee when the complaint is related to work within the recognized jurisdiction of CUPE Local 38.
- (b) Under 4(a), where a TESA member and/or CUPE Local 38 is aware of a complaint that is affecting the TESA staff member, the complaint may be filed with the responsible Client Services Supervisor. This complaint will be investigated, and if substantiated, the Client Services Supervisor will recommend a solution.
- (c) If the proposed resolution under 4(b) does not result in a settlement satisfactory to the employee and/or CUPE Local 38, the complaint may then be filed with the Service Centre Leader, whose decision will be final.
- (d) CUPE Local 38 will be advised of the resolution as proposed under 4(b) and/or 4(c).

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 1990 September 24

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

PLANNING & CONTROL OFFICE, FLEET SERVICES

The following provisions apply to those employees working in the Planning and Control Office, Fleet Services Business Unit, who are working a non-standard 5 and 4 compressed Work Week (N.S. 40 including a R.A.W.W. day schedule). Where conflict or differences exist between the provisions of this letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The hours of work shall be as outlined in the posted Compressed Work Week schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. The hours of work established by the compressed work schedule shall constitute the regular hours of work for the employees. (The schedule shall reflect eight 9 hour days and one 8 hour day.)

Hours of work in excess of those regular hours shall be overtime.

2. For employees working this schedule:

(a) The lunch period will be 30 minutes - unpaid.

(b) The work day will have two (2) paid rest periods - one 15 minute rest period in the first half of the shift before lunch and one 10 minute rest period in the second half of the shift after lunch.

3. A week of vacation entitlement is equivalent to forty (40) hours of paid time off, the same as those who work a N.S. 40 work week.

4. **When a Statutory Holiday falls on an eligible employee's day off, and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.**

5. Should the requirements of the operation demand, hours of work may be changed under the terms of Clauses 304.02 and 306.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunson
M. Brunson
Manager, Labour Relations

D. Lanovaz
D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

DATA COLLECTORS, TRANSPORTATION DATA GROUP – “WORKING
CONDITIONS” AND “REHIRE”

It is the intent of the City of Calgary to maintain its current practice with respect to the employee's hours of work in the Data Collection Area of Transportation. That is, dependent on operational requirements and the studies being conducted, employees (regardless of employee status i.e. permanent, temporary) may be scheduled for standard hours of work or non-standard hours of work.

Standard Hours of Work

1. Consists of office work (i.e. data entry).
2. Employees shall work from 8:00 am until 4:00 pm, Monday to Friday inclusive, with one (1) hour off for lunch.
3. Seven (7) hours per day shall constitute a day's work.

Non-Standard and Non-Scheduled Hours of Work

1. Consists of field work.
2. The normal hours of work for this position fall between 6:00 am and 10:00 pm and may consist of split shifts and/or straight shifts, Monday to Friday inclusive.
3. Straight shifts (consecutive hours of work in a day) shall consist of 7 hours; with a one (1) hour off for lunch.
4. Notwithstanding #2 above, there may be a requirement on occasion to change from one schedule to another including working on a Saturday, and with different days off, with applicable notice and premiums as per the collective agreement.
5. Split shifts may occur over a 12 hour period; with no more than 3 shifts in a day.
6. The shifts will be at least 2 hours in length.
7. Seven (7) hours per day shall constitute a day's work.
8. Overtime shall be paid for all hours worked in excess of seven (7) hours per day.

All other provisions of the Collective Agreement shall apply.

REHIRE PROCESS:

The parties agree the following provisions will apply only to those temporary employees who have worked in the Transportation Data Division for two (2) complete seasons or has worked 915 hours within two seasons (whichever occurs first), as Data Collectors:

Persons employed as Data Collectors in the previous year who were laid off from that position, will be re-hired in order of original date of hire as a Data Collector. In order to use this original date of hire, employees must have returned to work each season in the Transportation Data Division since their original date of hire. Employees who have resigned or transferred to other City employment shall have the date they returned to the Transportation Data Division, recognized as their original date of hire (ODOH). This ODOH is used to determine the order of hire and layoff.

The provisions of the Collective Agreement, applicable to temporary employees, shall be applicable to all Data Collectors unless modified by this Letter of Understanding.

Seasonal employees may opt to participate in LAPP after 24 months of cumulative service and may continue such participation during each subsequent recall period.

Either party wishing to terminate this Letter of Understanding shall provide the other party with written notice of their intent to do so no later than thirty (30) calendar days following the conclusion of the data collection season. In the event that notice to terminate this understanding is given prior to the conclusion of the data collection season, such notice shall be effective at the conclusion of the data collection season, unless otherwise mutually agreed.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed on 2001 March 21

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

TAXI INSPECTORS, LIVERY TRANSPORTATION SERVICES

The following provisions apply to those employees working in Livery Transport Services as Taxi Inspectors who are on ten hour shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.


1. The regular hours of work shall be ten (10) hours per day in accordance with a posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation (complete rotation takes 36 weeks). Management can for operational reasons and by giving at least twenty-four (24) hours notice, reschedule shifts by up to two (2) hours. This will alter start and end times of a shift and will NOT affect the required ten (10) hours per day.
2. All employees on ten (10) hour shifts shall be permitted a total of forty (40) minutes in paid breaks. The forty (40) minutes of breaks may be divided into a maximum of three (3) breaks during the shift, with a minimum of ten (10) minutes. If the full forty (40) minutes is taken as one (1) break, it must be done so with the mutual consent of management.
3. Where it is found necessary by management to change an employee's work hours from one schedule to another with different days off, a work week may be shortened or prolonged as required with the employee's consent. The employee will not be paid overtime if the required number of hours worked do not exceed eighty (80) hours bi-weekly, with the total number of required days off regardless of where they may occur during the pay period.
4. A week of vacation entitlement is equivalent to forty (40) hours of time off as under the eight (8) hour shift schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (12) hours of vacation.
5. When a statutory holiday falls on an eligible employee's day off **and such day is not worked by employee, the employee shall be entitled to take a regular day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of subsequent year's vacation.**

6. Inspectors will NOT be expected to place themselves in positions of personal risk.
7. Where practicable, there will be a minimum of two (2) Inspectors per unit on duty after twenty-three hundred hours (2300 hours) of any shift.
8. Should the requirements of the operation demand, hours of work may be changed under the terms of Clauses 304.02 and 306.
9. Implementation of this ten (10) hour shift schedule will be effective 2000 July 04.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunson
Manager, Labour Relations

D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

SEVERANCE PACKAGE OPTION

The Severance Package option will be available to those permanent employees who are eligible for redeployment, either as the result of their position being declared redundant or the result of being displaced by another employee through the application of the redeployment process.

Eligible employees may voluntarily opt to choose the severance package option; however, prior to making the choice, the City will advise the employee of the minimum anticipated pay grade that will be available through the application of the redeployment process (if any).

The severance package option will be paid on the basis of two weeks of regular pay (base rate) for each completed year of City service since the most recent date of hire, to a maximum of fifty-two (52) weeks of regular pay. This amount will be pro-rated for permanent part-time employees.

Employees eligible for redeployment will decide between the severance package or redeployment, and that decision is irreversible.


Upon choosing the severance package option, the employee waives all rights under the collective agreement, including the right to recall, but not including the right to grieve the calculation of the severance payment.


Employees who are at least fifty-two (52) years of age, at the time of their redeployment, will also be eligible for a "retirement bridge" where, in addition to the severance package option, they could be placed on an unpaid leave of absence until their 55th birthday, with the City paying both the employee and employer shares of applicable MEBAC and LAPP premiums. Employees choosing this "retirement bridge" will not be eligible to receive any S&A or LTD payments, and premiums would not be paid.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

Originally Signed on 2002 August 8

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

TEMPORARY WORKS INSPECTORS, TRANSPORTATION DEPARTMENT

The parties agree that the following provisions will apply only to those temporary employees in the Transportation Department who have been employed as Works Inspectors, and who have been laid off from that position in each of the two previous seasons:

REHIRE /LAYOFF: The City will maintain a listing of all Works Inspectors' original date of hire (ODOH) into each operating section. This ODOH will be used to determine the order of rehire and layoff from each operating section. An employee who transfers to a Works Inspector position in another section shall retain his rehire rights, including ODOH.

Employees who have resigned or transferred to other City employment shall have the date they returned to the position of Works Inspector, recognized as their original date of hire (ODOH).

Employees who work full-time hours will be considered as temporary full-time employees for the purposes of MEBAC benefits entitlement only.

INCREMENTS: A record of hours worked will be retained for increment purposes. With credit given for hours worked during previous seasons, Works Inspectors shall be eligible for step increases within the pay ranges based on hours worked.

The provisions of the Collective Agreement, applicable to temporary employees, shall be applicable to all Works Inspectors unless modified by this Letter of Understanding.

SEASONAL EMPLOYEES: Seasonal employees may opt to participate in LAPP after 24 months of cumulative service and may continue such participation during each subsequent recall period.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CUPE LOCAL 38

RE: STATUTORY HOLIDAYS


In recognition that many statutory holidays are based on Christian Holy Days, and that many employees may choose to celebrate other Holy Days based on their individual faith, Management shall permit employees, on an annual basis, to submit documentation indicating their request and their religion are bona-fide, and to designate up to three (3) Holy Days in lieu of Good Friday, Easter Sunday and Christmas Day where regular work is normally performed on these days. The designation will be made in writing to their supervisor no later than two months prior to the requested day off or the Christian holiday that is being exchanged, whichever comes first.

Employees selecting this option will take the designated days as a Statutory Holiday and the relevant provisions of Article 203 shall apply. The granting of time off for such designated Statutory Holiday shall be at the supervisor's discretion, based on operational needs. Employees who select this option will treat the original Statutory Holidays as regular days and will be paid at the appropriate straight-time rate.

Signed this 16th day of September, 2019

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

VACATION FOR EMPLOYEES WORKING A MANDATORY COMPRESSED WORK WEEK


For those employees working a mandatory compressed work week, who have not been covered in a Letter of Understanding elsewhere in this collective agreement, will be entitled to the following:

1. For employees working a standard thirty-five (35) hour week, a week of vacation entitlement is equivalent to thirty-five hours (35). For example, an employee with three weeks' vacation is entitled to one-hundred and five hours (105) of vacation. For employees working a non-standard forty (40) hour week, a week of vacation entitlement is equivalent to forty (40) hours. For example, an employee with three weeks' vacation is entitled to one-hundred and twenty (120) hours of vacation.
2. **When a statutory holiday falls on an eligible employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of the subsequent year's vacation.**

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunson
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 2006 February 23

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

WORK EXPERIENCE OPPORTUNITIES FOR STUDENTS OR YOUTHS

This is a Letter of Understanding between The City and The Union with respect to work experience opportunities for students or youths, that resembles unionized work. These opportunities are operated through programs such as Provincial and Federal Job Creation, CAREERS: The Next Generation, and Business Interns and Co-op Students. Implementation of these programs will be as follows:

a) Prior to implementing a placement, the Business Unit must consult with Talent Acquisition Human Resources **Consultant** coordinating student and youth placements, to determine if the opportunity fits under the terms of this letter.

Human Resources will maintain a record of each placement and will forward a list of these placements to Local 38 on a monthly basis.

b) A term of employment is four months or less; extensions will be considered as necessitated by the academic program; all other extensions of up to 3 weeks will require consultation with the union by the Recruitment and Staffing Human Resources Advisor.

c) Employment opportunities are created as learning opportunities and are expected to augment current operations. Such opportunities may result in the performance of existing bargaining unit work but will not include primary functions of existing positions and are not to be used to fill current bargaining unit vacancies.

d) The Talent Acquisition Human Resources **Consultant**, in consultation with CUPE Local 38, will determine if a position primarily involves work performed by CUPE Local 38 members including the opportunity to review the job descriptions of non-union student/youth positions prior to the posting of such positions to ensure these are not under CUPE Local 38's jurisdiction. In the event of a dispute the parties will meet and discuss the matter. Failing resolution either party may refer the matter to the Labour Relations Board.

e) Upon request by either party, a meeting between the Union and the Corporate Recruitment and Staffing Human Resources **Consultant** may be held to discuss and review placements made under this letter.

f) Hiring Managers must attend a Manager Orientation meeting held by Talent Acquisition prior to conducting student hiring. The Union will be invited to attend student orientation meetings and address the students during such meetings.

g) The Union will be invited to attend student orientation meetings and address the student during such meetings.

h) The student/youth who occupy positions within the union will be considered a temporary employee and will be required to pay union dues during the term of his/her employment. Representation rights will be limited to the first two steps of the Grievance Procedure. The second step decision will be final and binding.

i) Positions created through Provincial and Federal Job Creation, CAREERS: The Next Generation, and the Business Interns and Co-operative Education Programs will be available to students and youths who meet the criteria set out by these programs.

j) Students or youths, in positions deemed to belong in the union, will not be considered internal City employees if they apply on "Open Competitions" and will not be eligible to apply on "Internal Competitions". At completion of their assignment, these students will sever their City employee status.

k) Wages for these programs are as follows:


- CAREERS: The Next Generation positions will be paid at Pay Grade 1, Step 1
- Business Interns and Co-op Students will be paid as per the current Business Intern/Co-operative Education Pay Schedule (to be provided annually to the Union)
- All other student or youth employment opportunities will be paid at Pay Grade 1, Step 4 (i.e. Provincial and Federal Job Creation, Work Experience or Practicums).


l) If The City or The Union wishes to terminate this standing agreement for whatever reason, they may do so with three (3) months written notice including particulars for the request.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

Originally Signed 2002 August 8

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CUPE LOCAL 38

STATUTORY HOLIDAYS FOR SHIFTS SPANNING MIDNIGHT


The following provisions will apply to those employees whose shifts span midnight.

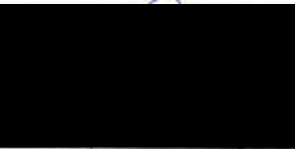
- Coding of Regular Shift Day of Work – Shifts will be defined and coded to the date on which the shift starts.
- Statutory Holiday Pay – Clause 203.01 – Statutory Holiday entitlements as outlined in clause 203.01 will be defined and coded to the date on which the shift starts.
- Statutory Holidays Falling on a Scheduled Day Off – Clause 203.04 – For the purpose of administering clause 203.04, an employee's day off will be determined as per the start of shift. Should an employee be required to work on a day off they will receive a lieu day for the statutory holiday plus overtime (2X) for all hours worked. The employee will have the option to either receive pay or bank the overtime.
- Statutory Holiday Premium – Clause 203.05 – Coding and payment of Statutory Holiday premiums as outlined in clause 203.05 for hours worked on a Statutory Holiday that is an employee's regular day of work will be determined by the actual hours worked from midnight to midnight on the Statutory Holiday.
- Shift workers- Employees shall receive a minimum of six (6) statutory holidays off per year or lieu days thereof.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

HOURS OF WORK FOR CUSTOMER CONTACT REPS, AND SENIOR CUSTOMER CONTACT REPS, 311 OPERATIONS CENTRE

The following provisions apply to Customer Contact Reps and Senior Customer Contact Reps working in the 311 Operations Centre who are on nine and one-quarter (9 ¼) hour shifts. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be nine and one-quarter (9 ¼) hours per day in accordance with a posted shift schedule, working thirty-five (35) hours per week with one-half (1/2) hour off for lunch.
2. All employees on nine and one-quarter (9 ¼) hour shifts shall be permitted a total of twenty-five (25) minutes in paid breaks. The twenty-five (25) minutes of paid breaks may be taken as one (1) fifteen (15) minute break and one (1) ten (10) minute break, or the breaks may be combined into one (1) twenty-five (25) minute break, and must be done with mutual consent and subject to operational needs and scheduling.
3. A week of vacation entitlement is equivalent to thirty-five (35) hours of paid time off as under the seven and one-half (7 ½) hour schedule. For example, an employee with three (3) weeks' vacation is entitled to one hundred and five (105) hours of vacation.
4. **When a statutory holiday falls on an eligible employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. He shall receive his scheduled hours of work for his last day worked preceding the statutory holiday at straight time, as holiday pay. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of the subsequent year's vacation.**
5. Should the requirements of the operation demand, hours of work may be changed under the terms of Clauses 304.02 and 306.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

VACATION BASE DATES

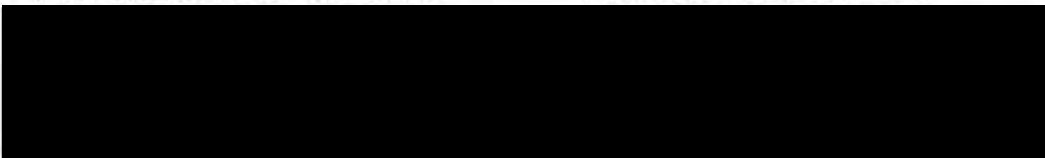
Effective January 1, 2010, employees whose vacation base dates were set to a 'common anniversary' (January 1st) date as per the jurisdiction under which they were hired, will have their vacation base date changed to their most recent hire/rehire date upon movement into CUPE Local 38, conditional upon the following:

- 1) They must be permanent employees holding established positions in Local 38 and have exhausted their reversion rights (if any) to their previous position/jurisdiction;
- 2) If their vacation base date was revised prior to their movement in Local 38 (for reasons other than a common anniversary date), then they retain that revised date and will not move to a 'date of hire' vacation base date;
- 3) It is recognized that the 'date of hire' vacation base date will be used except when it is revised in accordance with other sections of the Local 38 collective agreement;
- 4) That this will be implemented on a 'go forward' basis only, effective 2010 January 1st for anyone entering the jurisdiction; for clarity, current members will not be affected by this change and their vacation base dates will not be revised to reflect this change.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E. LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

Originally Signed 2010 October 19

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

ROADS BUSINESS UNIT – DRIVEWAY POSITIONS


This letter applies to all employees occupying the positions of Indemnification Agreement Coordinator (position #021016), Driveway Crossing Coordinator (position #021535), Local Improvement Construction Coordinator (Paving, position #021540), Local Improvement Construction Coordinator (Sidewalks, position #021530), Surface Improvements Inspector (position #103054), and Roads Subdivision Officer (positions #021562, #021563, #021567) in the Development and Projects Division of the Roads Business Unit.

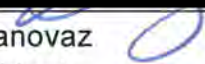
Notwithstanding Clause 308.03, any overtime accumulated in a calendar year and not taken as a time off during the calendar year, may be taken as time off up to March 31st of the following year. The taking of lieu time off is to be mutually agreed upon between the supervisor and the employee. Any such lieu time not taken by March 31st of the following year shall be paid out.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunson
Manager, Labour Relations


D. Lanovaz
President

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E LOCAL 38

PRIORITY PLACEMENT PROCESS

This is a Letter of Understanding between the City of Calgary and the Union with respect to accommodating employees who are unable to continue in their base position due to medical reasons. The parties agree that the normal provisions with respect to transfers and promotions may be by-passed in accordance with this letter.

- A. Upon the City being made aware that the employee requires an alternate job due to a permanent medical restriction and the City is unable to modify the base position to accommodate the restrictions, the following will occur:
 1. The employer will verify with the employee's treating physician and/or benefit provider that they have current information on the employee's medical limitations and capabilities.
 2. The employer will ask the employee to provide an updated resume that details their skills, abilities, qualifications, training, and job experience.
 3. The employer will conduct a search to determine what positions are available within Local 38's jurisdiction which meet the employee's medical limitations, capabilities, and level of pay.
 4. The City will review accommodating the employee in a temporary position should there be no permanent vacancies that match the employee's medical limitations, capabilities, and level of pay.
 5. The City will continue to search for an established position in the event an employee is placed in temporary position as per 4 above, and/or monitor a previously identified suitable position that was not vacant to ensure that the position is not filled by normal competition until such time as the employee requiring the accommodation can be placed in it. The length of time that a suitable position is monitored may vary and will be assessed by the City on a case by case basis.
 6. The City will make every effort to accommodate the employee in a position at, or as close as possible, to their pre-disability level of pay.
- B. The City will consult with the Union in order to share the employee's medical limitations and capabilities. In addition, the City will share the details of the job search and results with the Union prior to the employee being placed in any vacant position.
- C. If the City wishes to accommodate an employee from another City union jurisdiction other than Local 38, The City will ensure that all opportunities within that jurisdiction have been exhausted. The City will consult with the

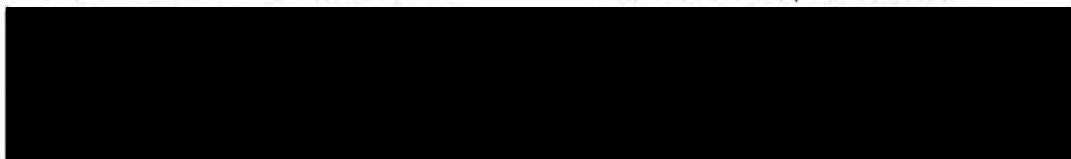
Union prior to any placement. The purpose of the consultation will be to fully inform Local 38 as to the need for the accommodation, to provide a detailed account of the job search that was undertaken within the originating jurisdiction, to outline the current medical limitations and capabilities of the employee being accommodated, and to inform the Union as to the impact, if any, that the accommodation will have on Local 38 members.

- D. If the Union objects to the placement, a meeting will be convened with the Union and the City to discuss the objection and review possible alternatives the Union may suggest to meet the City's Duty to Accommodate.
- E. If the parties are unable to agree on the issue, the Union can proceed to grievance under the provisions of Article 103 of the Collective Agreement.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 2012 July 19

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

ROADS TRAFFIC MANAGEMENT CENTRE

The following provisions apply to the Traffic Technicians and ATIS Technicians working in the Roads Traffic Management Centre. These employees will work a mandatory compressed work week (5/4 schedule) with rotating shifts over a 4 week cycle. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

- 1) The regular hours of work shall be 7.75 hours per day (with one 8 hour day in a two week period), averaging thirty five (35) hours per week over a two week period.
- 2) The normal work week shall consist of two shifts: 5:30 am to 2:15 pm and 10:15 am to 7:00 pm, providing coverage Monday through Friday. Employees will be required to rotate shifts over a 4 week cycle.

When an employee and management mutually agree, the employee's shift can be changed to any consecutive 7.75 hour period, provided the scheduled number of hours does not change.

- 3) One Traffic Technician shall be designated to work Saturdays with hours of work consisting of 8:15 am to 5:00 pm. Any change to the weekend shift shall not be implemented until agreement from the Union Executive is obtained in writing.
- 4) Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306.
- 5) Implementation of this schedule will be effective November 19, 2012.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38

M. Brunson
Manager, Labour Relations

D. Lanovaz
President

Originally Signed 2012 December 19

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CUPE LOCAL 38

RE: SAFETY CODES OFFICERS FLEXIBLE WORK OPTIONS

The following provisions apply to those employees working as Safety Codes Officers within the Building Regulations Division, who are participating in the Flexible Work Program. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this letter shall prevail in respect of the aforementioned employees.

General Understanding:

It is understood that this flexible work model will represent a shift in the present management/employee relationship and as such both the Safety Codes Officer and the Supervisor will work together to meet the expectations on the part of both parties and the customers they serve.

It is further understood that Safety Codes Officers participating in the program have no assigned office work space and that their fleet vehicle is their assigned work space.

Expectations:

- Safety Codes Officers expect to be treated as a professional in performing his or her due diligence as prescribed by the Safety Codes Act and City of Calgary policies and procedures.
- SCO Supervisors expect to be able to measure the performance of the Safety Codes Officers against prescribed outcomes set by the Safety Council, City of Calgary Quality Management Plan, Senior Management and the needs of the customers.

General Guidelines:

It is understood by management that circumstances may preclude participation from Safety Codes Officers in the Flexible Work Program and agree to work with our employees to ensure operational needs are met while taking into consideration individual circumstances.

All Safety Codes Officers participating in the Flexible Work Program Start From Home will be required annually to complete and sign an X0233 (24hour special purpose vehicle sign-off form). It is management's responsibility to confirm all information as submitted.

Management is responsible for work load management and work schedule development. Any management proposed schedule changes will follow the requirements of the C.U.P.E. Local 38 and City of Calgary collective agreement.

Either party wishing to terminate this letter of understanding shall provide sixty (60) days notice in writing to the other party of their intent to do so.

Hours of Work:

- All work schedules will be posted and made available to all Safety Codes Officers in advance as per the C.U.P.E. Local 38 and City of Calgary collective agreement.
- Daily work hours, rest and lunch periods will be defined by the C.U.P.E. Local 38 and City of Calgary collective agreement, approved compressed work week, or non standard hours of work arrangements.
- Safety Codes Officer's start of work day will be determined by the start-up of the fleet vehicle and end onsite of the last inspection of the work day.
- In the event that The City vehicle breaks down and the Safety Codes Officer is required to stay with the vehicle at the location of the breakdown, The City will pay the Safety Codes Officer as per the C.U.P.E. Local 38 and the City of Calgary collective agreement. Overtime rates shall apply as per the collective agreement.

Administrative Duties:

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

Use of City vehicle by Safety Codes Officers:

- In order to realize the greatest efficiencies in service delivery to Calgarians, Safety Codes Officers are authorized to use The City vehicle to drive from home to their first inspection of the day, and back home from their last inspection of the day.
- Employees will ensure that vehicle and equipment use will be in accordance with *all* City policies and procedures.

All Safety Codes Officers are required to attend a policy and procedure review workshop prior to starting the flexible work program.

Safe storage and protection of City equipment:

- The preferred method for protecting The City vehicle assigned to Safety Codes Officers is to store the vehicle inside a garage or secure underground parking. (7days/wk).
- Optional method for protecting The City vehicle assigned to Safety Codes Officers is off-street parking in a private yard, separate parking stall or carport. (7 days/wk).
- On-street parking is acceptable provided the vehicle is in plain view from the Safety Codes Officer's home. A plug-in for the asset will be required by weather conditions or technical requirement. Access to the plug-in must meet the intent of existing City of Calgary Bylaws.
- If a Safety Codes Officer is unable to park their City vehicle at home, vehicle parking as available may also be issued at City owned or leased facilities.
- Compensation for sheltering a City owned fleet vehicle and associated equipment (see schedule "A") will be in the form of a pay period remittance at one of 3 levels as recorded through the X0233 24hour special purpose vehicle sign-off form and confirmed by management.
- Compensation received by the employee for the above will be considered a taxable benefit by CRA and identified as such on T4s.

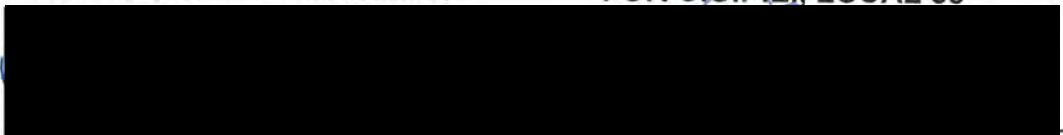
Compensation Schedule "A"

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

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed December 8, 2014

2018 - 2021 CUPE LOCAL 38

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

ENGINEERS-IN-TRAINING (EIT)

Purpose

The City of Calgary established the Engineer in Training position in order to provide the professional engineering experience required to achieve professional licensure and to provide a source of long term engineering expertise across the corporation. The Alberta Labour Relations Board has determined that the Engineers in Training fall within Local 38's jurisdiction therefore this letter is to facilitate the transition of EIT's becoming professional engineers.

The collective agreement will apply unless otherwise altered by the specific provisions of this Letter of Understanding.

1. Notwithstanding Article 110, successfully hired EIT employees may move within the various business units to obtain experience and or develop the required skills so that they may become a Professional Engineer.
2. EITs will become exempt employees the day they earn their Professional Engineer license.
3. The standard hours of work will be as per Article 301 of the collective agreement, however by mutual agreement with their Supervisor, and for developmental reasons, an EIT may work hours outside of the standard hours of work. Such agreement from the employee will not be unreasonably withheld. Overtime will apply to all weekend hours. Shifts starting after 10:00 am will be eligible for shift differential.
4. Those employees occupying EIT positions are not eligible to become permanent in an EIT position pursuant to Article 109.04.

In the event that the EIT has not qualified to become Professional Engineer within APEGA's time frames, or have not found a non EIT position, they will be separated from The City.

5. Management will be permitted to fill Exempt Engineering positions with an EIT where an EIT has applied and is deemed the best candidate. The position will be reclassified to an EIT position while the employee is working as an EIT and will be reclassified back to an Exempt Engineering position once the employee receives their Professional Engineer license.
6. This letter does not limit in any fashion CUPE Local 38's ability to make application for a determination under the Alberta Labour Code when it is believed an engineering position is not excluded from the bargaining unit based on the duties and responsibilities assigned to the position.
7. EITs hired prior to October 07 2013 will be grandfathered with respect to vacation entitlement.
8. The CUPE Local 38 job evaluation will be completed and EITs will be fully transitioned into the L38 pay structure.
9. Any employee whose salary is over-range as a result of the job evaluation process shall receive Pay for Performance effective PP1 2014, normal increments effective PP1 2015, normal increment effective PP1 2016 then red-circling going forward until the salary aligns with the evaluated rate.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38

M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed on December 10, 2014

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
C.U.P.E. LOCAL 38

**ENVIRONMENTAL EDUCATION & INITIATIVES, PARKS – POSTED SHIFT
SCHEDULE**

In an effort to meet the need for expanding the operational hours of service, the following provision apply to those employees working in the Environment Education & Initiatives area of Parks. Where conflict or differences exist between the provisions of this Letter and the provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect to the aforementioned employees.

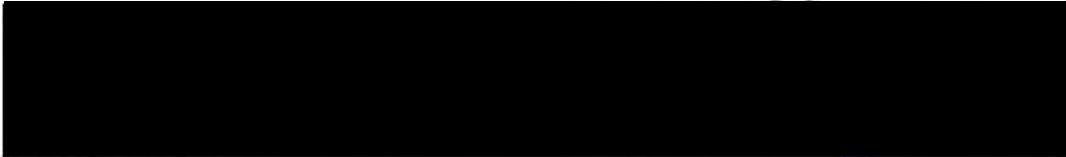
1. The regular hours of work shall consist of 7.5 hours per day over a three (3) week period for an average of thirty-five (35) hours per week (RAWW schedule). The days off are to be consecutive. Lunch breaks will be one (1) hour unless it is mutually agreed between the employee and management to reduce the break to thirty (30) minutes.
2. The regular hours of work will begin no earlier than 7:00 am and end no later than 12:00 am.
3. Management will implement afternoon and weekend shifts in order to meet operational needs and keep facilities open. Management will consult with staff regarding shift assignment.
4. These shifts will be scheduled so as to provide each employee with one (1) weekend off in each three (3) week period, and will be posted at least thirty (30) days in advance.
5. If a weekend or evening event is cancelled, an employee may request to change their hours of work. Subject to Management's approval the employee may choose to work another day within the week or different hours on the day in question. The day's work must consist of 7.5 hours. The hours cannot be split over other days. The employees' requested changed will not result in a penalty to the City or the need for overtime as a result of the change.
6. Shift changes by Management based on operational needs will be subject to Article 304 of the collective agreement. Failure to provide twenty-four (24) hours written notice will result in the employee receiving his first (1) hour of pay at double time (2x).

7. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38



M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed on March 8, 2016.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

CENSUS AND ELECTION CLERKS

This is a Letter of Understanding between The City of Calgary and the Union with respect to employees currently employed in the City Clerk's Office as Census and Election Clerks.

Both parties agree that effective January 01, 2017, these employees will transfer into CUPE Local 38's jurisdiction, and except as otherwise noted in this document, the incumbents in these positions will fall under the provisions of the CUPE Local 38 Collective Agreement applicable to temporary employees.

1. Service, for those incumbents who are on contract as of January 01, 2017, will commence on their original date of hire with the City of Calgary. Service for those employees hired subsequent to January 01, 2017 will be as per the collective agreement.
2. The employees will be classified as temporary, full time upon moving in to the CUPE Local 38 jurisdiction.
3. Persons employed as a Census and Election Clerk in the previous year and subsequently laid off from that position, will be re-hired in order of original date of hire, and availability. In order to use the original date of hire, employees must have returned to work each year in the City Clerks, Elections and Census area since their original date of hire.
4. The CUPE Local 38 job evaluation process will be completed and the Census and Election Clerks will be fully transitioned in the Local 38 pay structure.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38

M. Brunsdon
Manager, Labour Relations

D. Lanovaz
President

Originally Signed on January 4, 2017

2018 - 2021 CUPE LOCAL 38

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
CUPE LOCAL 38

TECHNICIAN 1, ROADS BUSINESS UNIT, TRAFFIC CONTROL AND PARKING SECTION

The parties agree that the following provisions will apply only to those temporary employees in the Roads Business Unit, Traffic Control and Parking Section who are employed as a Technician 1:

REHIRE/LAYOFF: The City will maintain a listing of all Technician 1 original date of hire (ODOH). This ODOH will be used to determine the order of rehire and layoff for Technician 1 in the Traffic Section, Control and Parking.

Employees who have resigned or transferred to other City employment shall have the date they return to the position of Technician 1 recognized as their original date of hire (ODOH).

Employees who work full time hours will be considered as temporary full-time employees for the purposes of MEBAC benefits entitlement only.

INCREMENTS: A record of hours worked will be retained for increment purposes. With credit given for hours worked during previous seasons, a Technician 1 shall be eligible for step increases within the pay ranges based on hours worked.

The provisions of the Collective Agreement, applicable to temporary employees, shall be applicable to all Technician 1 employees in the Traffic Control and Parking Section unless modified by this Letter of Understanding.

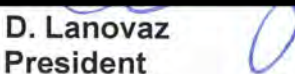
SEASONAL EMPLOYEES: Seasonal employees may opt to participate in LAPP after 24 months of cumulative service and may continue such participation during each subsequent recall period.

Signed this 16th day of September, 2019.

FOR THE CITY OF CALGARY

FOR C.U.P.E., LOCAL 38


M. Brunsdon
Manager, Labour Relations


D. Lanovaz
President

Originally Signed on August 18, 2016

2018 - 2021 CUPE LOCAL 38

INDEX

ADJUSTMENT TO START RATES..... 35

ARBITRATION 6

AUTOMATION AND JOB SECURITY 34

CALL OUT..... 33

CASHIERS SHORT AND OVER ACCOUNT 34

CHECK OFF 10

CLOTHING..... 29

CLOTHING SCHEDULE 36

COMPENSATING TIME OFF 32

COPIES OF THIS AGREEMENT 35

COVERAGE 4

DISCRIMINATION AND HARASSMENT 10

EMPLOYEES 11

GENERAL..... 3

GRIEVANCES..... 4

INCREMENTAL INCREASES 34

JOB EVALUATION - GENERAL PRINCIPLES 6

LAYOFFS AND RECALLS 14

LEAVE OF ABSENCE..... 18

LOANING OF EMPLOYEES 17

NON-STANDARD HOURS AND NON-SCHEDULED HOURS OF WORK..... 30

OCCUPATIONAL HEALTH AND SAFETY 23

OVERTIME - HOURLY AND MONTHLY EMPLOYEES 32

PAY DAYS 10

PENSION PLAN..... 34

RE-ENGAGEMENT OF FORMER EMPLOYEES 17

REST PERIODS 31

RETROACTIVITY..... 29

SATURDAY AND SUNDAY SHIFTS..... 30

SECTION A..... 3

SECTION B - GENERAL BENEFITS 25

SECTION C - WORKING CONDITIONS..... 30

SERVICE PAY 28

SHIFT WORK..... 31

SICKNESS AND NON-OCCUPATIONAL ACCIDENT 28

STACKING OF VACATIONS 26

STANDARD HOURS OF WORK 30

STATUTORY HOLIDAYS 27

TEMPORARY ASSIGNMENTS 15

TEMPORARY WORK WITHIN THE BARGAINING UNIT 16

TERM OF AGREEMENT 3

TERMINATION 16

TRANSFERS & PROMOTIONS..... 12

UNION OFFICERS' RIGHTS 23

VACATION..... 25

WAGE INCREASE ATTACHMENT.....	45
WARNINGS AND SUSPENSIONS	16
WITNESS DUTY	23
WORK SCHEDULES	32
WRONGFUL DISMISSALS.....	16