

# **AGREEMENT**

**BETWEEN**

**THE CORPORATION OF  
THE CITY OF CALGARY**

**AND**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES**

**LOCAL 37**

**DEC - 7 1993**

© 7252(04)

# C.U.P.E.

# 37

#1 - 104 - 13 AVENUE S.E.  
T2G 1B2

PHONE 269-3324  
269-5333  
269-5334

**OFFICE HOURS 7:00 A.M. TO 4:30 P**  
**MONDAY - THURSD**  
**7:00 A.M. TO 4:00 P**  
**FRIDAY**

**GENERAL MEETING DATES -**  
**THE SECOND TUESDAY**  
**OF EACH MONTH**  
**EXCEPTING JULY AND AUGUST**

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**LECTIVE AGREEMENT** made this **18th** day of **January**  
**1993**.

**BETWEEN:**

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

**PARTY OF THE FIRST PART**

and

CALGARY CIVIC EMPLOYEES LOCAL 37 OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
hereinafter called "The Union"

**PARTY OF THE SECOND PART**

## **COVERAGE AND DEFINITIONS**

### Management Rights

The Union recognizes that it is the function of the City to  
perform the regular and customary functions of **the City** and to  
employ the working forces of the City subject however to the  
terms of **this Collective Agreement**, hereinafter referred to as  
**the Agreement**.

### Purpose and Coverage

The purpose of this Agreement is to stipulate the minimum  
wages and working conditions of those employees whose  
employment rights are held by the **Union** in accordance with the  
provisions of the Alberta Labour Relations Code.



### 1.03 Certification Change and Seniority

An employee in the City service who is reassigned to a bargaining unit as a result of mutual agreement between the City and **the Union** or as a result of the decision of the ALJ or Labour Relations Board, shall have his entire City service recognized for the purpose of establishing a seniority date.

### 1.04 Certification Change

The City, the **Union**, and any other employee group(s) shall agree to exclude or include certain position(s)/employee(s) notwithstanding existing certificates. Such agreements shall be reduced to writing and shall form part of this Agreement.

### 1.05 Term of Agreement

This Agreement shall be in full force and effect as of January 1, 1992 and shall continue in full force and effect to December 31, 1994, and from year to year thereafter, except as hereinafter provided.

### 1.06 Negotiations Notice

Either party may require the other party to commence collective bargaining by notice in writing not less than sixty (60) days and not more than one hundred and twenty (120) days prior to termination, or anniversary of the termination date, of this Agreement. Pre-negotiation studies may be carried out as mutually agreed.

### Coverage Extension

ice to negotiate has been given by either party prior to the  
nation date of this Agreement, or if negotiations continue  
and the termination date of this Agreement, **this** Agreement  
remain in full force and effect during this time until the  
cable provisions have been complied with 'under the  
rta Labour Relations Code.

### Plural or Feminine Terms

ever the singular or masculine is used in this Agreement,  
all be considered as if the plural or feminine has been used  
e the context of the party or parties hereto so require.

### Classifications/Rates of Pay

parties agree to accept the Classifications and **Rates** of  
as shown in the attached Schedules A and B, respectively.

### Classification Information

### Classification Change

City has the right to set **hourly** pay rates on new or  
ificantly changed jobs. Such new hourly pay rates may be  
ealed under the Grievance Procedure. New **hourly** pay  
s shall be effective as of the date of establishment of the  
sification. New equipment shall be assigned a temporary

rating within thirty (30) days of receipt by the City Compensation Division and a final rating ninety (90) days after establishment of such preliminary rating.

When the City Compensation Division requests a reclassification based on a change of duties or as a result of a City reorganization, any resulting change in classification shall be made retroactive to the date of request, or to the date of changed duties, if that date can be positively identified. Any employee whose established base hourly pay rate is over-ranged as a result shall receive normal increments in the previously established classification and any general increases for a three (3) year period (as that employee remains in that classification), after "red-circling" shall become effective.

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

Any employee who requests a review and whose established base hourly pay rate is over-ranged as a result of a review of the position by the City Compensation Division shall have his base hourly pay rate in the previously established classification maintained with no further increases (as long as that employee remains in that classification). This base hourly pay rate in the previously established classification shall remain in effect until the employee's established base hourly pay rate equals or surpasses the employee's "red-circled" hourly pay rate.

### **1.12 Reclassification Requests**

Individual reclassification requests based on changes in duties and responsibilities shall be finalized by the City Compensation Division within ninety (90) days of receipt of the request by the City Compensation Division.

## Pay Rate Decisions

For Clause 1.10, appeals of **hourly** pay rate decisions shall be forwarded to the Manager, **City Compensation** Division, as Step Two, and the Director, **City Personnel Services** Department, as Step Three, of the Grievance Procedure.

## 2.00 UNION SECURITY AND EMPLOYEE RIGHTS

### 2.01 New Employees

1/5 The City agrees to acquaint new employees with the fact that a **Collective** Agreement is in effect, and with the dues check off and to provide them with a copy of **this** Agreement shall include as an insert a membership card.

### 2.02 Check Off

2/1 All employees covered by this Agreement shall be subject to the deduction of Union **Dues** from pay, and including initiation fees for Union members, in amounts equal to the regular dues and initiation fees and from time to time those assessments authorized by the Union's Bylaws but not including an!

# APPLICATION FOR MEMBERSHIP

with

Canadian Union of Public Employees  
Local No. 37

ing application-

mnly promise and declare that I will support and obey the  
tution of this Union, and of the Canadian Labour Congress.

ill, if within my power to do so, assist my fellow members,  
ir families, when they are in distress; that I will not  
sely or knowingly wrong a member of the Union, or assist  
in wronging him, that I will not recommend any person  
me a member whom I believe unworthy to be a member."

by -

r \$ \_\_\_\_\_ as payment of the Initiation Fee.

rize C.U.P.E. Local 37 to deduct \$ \_\_\_\_\_ as  
ent of the Initiation Fee.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_ LAST NAME

\_\_\_\_\_ FIRST NAME

\_\_\_\_\_ PHONE NUMBER

\_\_\_\_\_ ADDRESS \_\_\_\_\_ POSTAL CODE

\_\_\_\_\_ OCCUPATION \_\_\_\_\_ PAYROLL NO.

\_\_\_\_\_ DEPARTMENT

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

\_\_\_\_\_  
Signed on behalf of the Union

Date \_\_\_\_\_



## Dues Deduction

Deductions shall be made from each payroll and shall be forwarded to the Financial Secretary of the Union not later than the tenth (10th) day following the deduction, accompanied by a list of all employees from whose wages the deductions have been made.

## Pay Days

Employees shall be paid on a bi-weekly basis. If the normal Pay Day is a non-working day or if the employee is working on that day, an effort shall be made to pay on the working day immediately prior to the normal Pay Day. Also, an effort shall be made to pay on the first half of the day shift on Pay Day.

## Technological Change

The City shall assume all its responsibilities with regard to employees who may be affected by technological change. For this reason the City agrees to set up retraining or refresher programs for employees thus affected wherever practicable.

The City shall endeavour to give the Union notice of implementation of new methods and discuss with the Union any action liable to cause personnel problems.

## Technological Change Transfers

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

## 2.07 Technological Change Separations

When the above provisions have been exhausted with success, the following shall apply with respect to technological change only:

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

## 2.08 Job Stewards

The Job Steward System is accepted in principle by the City. The Union shall list with the City Labour Relations and Safety Division and the work units, as per Clause 4.14, the names and appointments of Union Officers and Job Stewards in each unit.

The City shall list with the Union the City personnel in each unit with whom the Union files grievances, as per the Grievance Procedure.

Job Stewards shall be recognized by the City as part of the Grievance Procedure, as per Article 3.00, and for the purpose of attending disciplinary representation, as per Clause 2.07.

## 2.09 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the City. The representatives shall not be denied reasonable access to the City's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operating necessities.

## Discrimination

1/1

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, sex, physical disability, sexual orientation, marital status, age, ancestry, place of origin of that person, nor by reason of his membership or activity in the Union or any other reason.

## Equal Pay for Equal Work

15/1

City shall not employ a female employee for any work at an hourly pay rate that is less than the hourly pay rate at which a male employee is employed by the City for similar or substantially similar work.

## Warnings and Discipline

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

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

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

A copy of the written particulars shall be given to the Steward, as per Clause 2.08, or other Union represent who may grieve within ten (10) days of receipt. as pe Grievance Procedure.

### 2.13 Disciplinary Document Expiry

Alter two (2) year's time in the case of all employees e those who have not yet attained twenty-four (24) cumu months, any disciplinary document shall be removed from employee's personal record in the City Personnel Ser Department, his own City department, and in the Union' and destroyed and not held against the employee or the C any way. In the *case* of those employees having n( attained twenty-four (24) cumulative months service the ti removal of the pertinent record shall coincide with the attain of twenty-four (24) cumulative months.

### 2.14 File Review

All employees shall have the right, upon request and app which shall not be unreasonably denied, from their Ex Supervisor, to see their personal file, under the supervis the City, either in their own City department or the Personnel Services Department.

### 2.15 Notice of Resignation

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

### 2.16 Dismissal Appeal

Any employee desiring to appeal against his dismiss cause shall do so under the Grievance Procedure. and ir cases the first two (2) steps may be omitted.

## Reinstatement

employee who has been wrongfully dismissed or suspended from the City and who is later reinstated shall, subject to the conditions of reinstatement, be compensated in full for standard of living lost at his regular **hourly pay rate**.

## Proper Accommodation

As far as is practicable, proper accommodation shall be provided for employees to wash up, have their meals and to sleep and change their clothes.

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

## Occupational Health and Safety

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

## Health and Safety Committees

Health and Safety Committees shall be established between the Union and the City's representatives. Such committees shall meet regularly (i.e. monthly) to deal with concerns pertinent to Occupational Health and Safety. Terms of reference for the committees shall include:

66/4      65/3  
/      /

- Investigation of observed and reported health and safety concerns. In addition committee members shall endeavor to advise employee; when they observe them perform unsafe or unhealthy acts;
- Participation in the provision of training and education of safe work practices for employees;
- Recommendation to the City for changes for the alleviation of unsafe or unhealthy conditions or practices;
- Review of new or significantly changed facilities, processes or procedures for the purpose of identifying health and safety hazards;
- Review of accident investigations and trend analysis;
- Appointment of and coordinating inspection teams for the purpose of inspecting work sites;
- Exchange of information regarding health and safety practices between members from various sections of the larger work place.

## 2.21 Committee Assistance and Mandate Changes

It is agreed that the City, including the City Personnel Services Department, and the Executive of the Union shall appoint committee members in acquiring the basic background information and expertise to effectively analyze areas and procedures with respect to identifying potential health and safety hazards.

The parties agree that any further terms of reference and clarification of the terms of reference described above shall be developed and mutually agreed upon in joint consultation between the Union and the City Personnel Services Department.

## 1 Information Exchange

Union shall be provided with the particulars of personal injury reports, material safety data sheets and any related safety issues, as well as any investigation reports and studies conducted by the **City Labour Relations and Safety Division**.

Copies of Committee recommendations shall be forwarded to the **Coordinator, Safety, City Labour Relations and Safety Division**.

## 2 Safety - City Responsibility

It is the responsibility of the **City** to make sure of the safe condition of vehicles, tools, equipment and materials.

## 3 Safety - Employee Responsibility

When an employee has received the required instructions, it is the responsibility of employees to ensure that all vehicles, tools, equipment and materials are operated or handled in a safe and reasonable manner and to promptly advise of defects, damage and/or unsafe condition of same.

## 4 Unsafe Working Conditions

No employee shall not be required to work under conditions identified as being in violation of the **Alberta** Occupational Health and Safety Act and any amendments thereto, or any enactments subsequently legislated in Alberta.

A relevant section of the current **Alberta** Occupational and Safety Act reads as follows:

"28. No person shall dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with this Act, the regulations or an order given under this Act."

### 2.26 Protective Wear

No employee of the City shall be required to enter any quarantined building or area without proper protective clothing and/or devices as specified. It is further agreed that the City shall assume responsibility in the event that the employee becomes infected provided that the proper clothing and devices have been provided and the proper techniques adhered to.

### 2.27 Necessary Equipment

All trucks and equipment **shall** be equipped with heaters, mirrors, shields and signal lights where necessary.

### 2.28 No Conflicting Agreements

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

### 2.29 Copies of the Agreement

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



## 0 Bulletin Boards

The City shall provide bulletin boards wherever practicable which shall be placed so that employees shall have reasonable access to them. Notices of job vacancies shall be posted promptly and maintained for a period of eight (8) calendar days. Where employees do not have access to bulletin boards, the union concerned shall make every reasonable effort to ensure that the employees are informed of the posting notice. The use of the bulletin boards for other than City purposes shall require approval of the City.

## 3.00 GRIEVANCE PROCEDURE

### 3.01 Definition of Grievance

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

### 3.02 Filing Time Limit

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

### 3.03 Filing Procedure

No grievance shall be considered except under the following procedure including specifically the placing of the grievance in writing, citing Clause(s) pertaining to the grievance and signed by the employee(s) affected. Copies of all written grievances shall be forwarded to the Manager, City Labour Relations and Safety Division. Grievances shall be submitted on a form satisfactory to the Union and the City.

### 3.04 Grievance Handling

No grievance handling or Union activities shall take place on City property, or work sites, or during working hours without the required permission of the Exempt Supervisor or designee responsible for the work area(s).

## Working Days

The submission of grievances as provided herein, "Working Days" shall be considered as the days in which the City's general offices are open to the public for the transaction of regular business.

## Time Limit Changes

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

## General for Policy) Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, or where the Union files a grievance, Step 1 and 2 of the Grievance Procedure may be bypassed. Only grievances submitted by the Union Executive Representative or the CUPE National Representative shall be considered.

## Grievance Procedure Steps

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

### Step One:

The aggrieved employee(s) shall present his grievance in writing to the Exempt Supervisor designated by the City, who shall hear the grievance within two (2) working days of the request. He shall have the case presented by the Job Steward, Union Executive Representative, the CUPE National Representative or by himself personally. A response shall be rendered in writing to the presenter within two (2) working days of the hearing.

**(B) Step Two:**

within two (2) working days of receipt of the response of the aggrieved employee(s), Union Executive Representative, Job Steward or CUPE National Representative may submit the grievance to the **Exempt Supervisor** designated by the City, who shall hear the grievance within two (2) working days of receipt of the grievance. A response shall be rendered in writing to the presenter within two (2) working days of the hearing.

**(C) Step Three:**

within two (2) working days of receipt of the response of the Union Executive **Representative**, Job Steward or CUPE National Representative may submit the grievance to the **City Department Head**, who shall hear the grievance within five (5) working days of receipt. A response shall be rendered in writing to the presenter within five (5) working days of the hearing.

**(D) Step Four:**

within five (5) working days of receipt of the response of the Union Executive **Representative** or **CUPE National Representative** may submit the grievance to the **Board of Commissioners** who shall hear the grievance within ten (10) working days. One **City Commissioner** may hear the grievance. A response shall be rendered in writing to the presenter within ten (10) working days of the hearing.

**(E) Step Five:**

If the decision of the **City Board of Commissioners** is acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within thirty (30) days after receipt of the decision of the **City Board of Commissioners** for final and binding settlement of the parties.

Either of the parties may notify the other party in writing of its desire to submit the difference as per Clause 3.03 to Arbitration, and the notice shall contain a statement of that difference and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

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

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

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

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

The above time limits may be extended by mutual agreement.

### 3.09 Arbitration Board Awards

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

### 3.10 Employee Attendance at Hearings

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

### 3.11 Union Representation at Hearings

The following employees (other than those employees on Union Office Leave of Absence) may be in attendance during the Grievance Procedure, and if held during their scheduled working hours, shall suffer no loss of pay:

At Steps 1 and 2, the work unit Job Steward, as per Clause 2.08, and one other Union representative;

At Steps 3 and 4, three (3) Union representatives;

At Step 5, five (5) Union representatives.

DEFINITIONS

1 Permanent Full-Time Employee

Permanent employee shall be defined as one who has been selected or appointed, to an established full time position, and has served a complete probationary period. A permanent employee shall include those, as per Clause 4.09

2 Permanent Part-Time Employee

Permanent part-time employee shall be defined as one who has been selected or appointed, to an established part-time position, and has served a complete probationary period, and whose work is firmly scheduled throughout the year on a regular basis, and whose continuing work requires at least nine hundred and ninety-two (992) hours of work during any consecutive twelve (12) months. These employees shall receive the same hourly pay rate as full-time permanent employees.

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3 Probationary Employee

Probationary employee shall be one who has been selected, appointed to an established position and is serving a probationary period for the purpose of establishing permanency and meeting the requirements of the position.

4 Temporary Employee

Temporary employee shall be one who has not attained permanent employee status

#### 4.05 Full-time Employee

The word "full-time" when used in this Agreement shall refer to an employee who is assigned standard working hours specified in this Agreement.

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

#### 4.07 On-call Employee

An 'on-call' **employee** shall be designated as one filling an established position, who may work hours equal to or less than a normal shift; hours and days of work are on an intermittent or occasional basis; considered as those employees who have the right to elect whether or not to work when requested. Seniority shall **accrue** for **these employees**.

#### 4.08 Established Position

An established position shall be defined as one that has been duly authorized as part of the normal establishment in a work unit of a City Department.

#### 4.09 Provisional Position

If no established position becomes available after twenty-four (24) months of continuous, full time work in a work unit, a temporary full time employee shall be assigned to a provisional position, and shall be considered a permanent employee. Performance reviews shall be performed after at least the ninth (9th) and twenty-first (21st) month of continuous service for those temporary full time employees. Any accumulation of



) or more days of absence from work shall be added to the calculated twenty-four (24) month period.

probationary period shall be required if the permanent employee in a provisional position is placed in an established position where the duties of that position have been satisfactorily performed by that employee.

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### 0 Probationary Period

complete six (6) month period of work in a continuous period of service may be served by all employees in any established position in order to assess employees' abilities to meet the requirements of such established positions. For the purpose of determining the probationary period, any accumulation of ten (10) or more days of absence from work shall be added to the calculated six (6) month period. Probationary status reports shall be completed at the third (3rd) and fifth (5th) month of the probationary period.

### 1 Promotion

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

### 2 Transfer

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

### 3 Seniority

Seniority is defined as the length of service, subject to Clause 4.10, within the work unit, as per Clause 4.14.

#### 4.14 Work Units

Work Units are defined as:

##### 1.1) Electric System

Engineering and Environmental Services  
Department:

- 2.1) Streets Construction, Maintenance and Material Pla
- 2.2) Solid Waste Services
- 2.3) Sewer Construction and Maintenance
- 2.4) Wastewater Treatment Plant and Maintenance
- 2.5) Sludge Injection
- 2.6) Waterworks Transmission and Distribution
- 2.7) Waterworks Treatment Plants

##### 3.1) Land and Housing Department

Fleet and Facilities Department:

- 4.1) Shops and Equipment
- 4.2) Structures and Buildings

Calgary Parks & Recreation Department:

- 5.1) Parks Areas and Central Parks Operations
- 5.2) Golf Courses
- 5.3) Zoo Animal Care
- 5.4) Zoo Maintenance and Inglewood Bird Sanctuary
- 5.5) Cemeteries
- 5.6) Pools, Leisure Centre Pools and Boat Patrol
- 5.7) Arenas/Athletic Parks, Leisure Centre Arenas and  
Leisure Centre Maintenance
- 5.8) Alberta Science Centre, Fort Calgary and Art Cent

## Calgary Police Service:

Maintenance Branch

Transport Branch

Purchasing and Stores Department:

Transportation Department:

Traffic Operations

Parking Meters

## APPLICATION OF SENIORITY

### 5. Selections

For staffing positions, permanent employees shall receive first consideration, provided that the applicants have the necessary qualifications. Education, training, experience and ability shall be considered and where these factors are judged by the City to be relatively equal seniority shall be the determining factor.

### 6. Appointments

The senior employee in the same work unit may be appointed to an established position by the City, in accordance with the factors specified in **Clause 4.15**, without posting.

### 7. Posting of Positions

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The City shall have the sole right to make the decision as to whether vacant positions shall be posted. When a position is posted, such posting shall be for a period of eight (8) calendar days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

#### 4.18 Staffing of Positions

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

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

#### 4.19 Copies of Postings

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

#### 4.20 Reversion

When a permanent employee is transferred or promoted to an established position within the bargaining unit, he shall be permitted to or may be required to revert to his former established position. He shall be permitted to retain his seniority in his former position for a period not to exceed the period specified in Clause 4.10, from date of transfer or promotion. An employee affected by such reversion shall also be returned to his former position.

When a permanent employee is transferred or promoted to an established position outside the bargaining unit, he shall be permitted to or may be required to revert to his former established position. He shall be permitted to retain his seniority in his former position for a period not to exceed the period specified in Clause 4.10, from date of transfer or promotion.

Employee affected by such reversion **shall** also be returned to former position.

### 1 Non-Permanent Employee - Transfer and Promotion

When a non-permanent employee is transferred or promoted to an established position within the bargaining unit or in CUPE Local 709, he shall be permitted to, or may be required to, return to his former assignment. He shall be permitted to retain his seniority in that former assignment for a period not to exceed the period specified in Clause 4.10, from the date of transfer or promotion. Any employee affected by such return **shall** also be returned to his former assignment.

### 2 Relief or Temporary Assignments

When an employee is relieving in a position or accepts a temporary assignment in CUPE Local 709 or outside the bargaining unit, such employee shall retain all past and accruing seniority. Such employee may be required by **the City** to return, except for disciplinary reasons, to his former work unit, to the highest position previously worked, based on qualifications.

**The City shall notify the Union of employees who accept a relief or temporary assignment when the duration, for longer than seasonal requirements, exceeds six (6) months.**

### 3 Notice of Layoff

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Employees who have been employed for more than three (3) continuous months shall receive seven (7) calendar days written notice of layoff, or pay based on the hourly pay rate of their assigned classification, in lieu of notice.

#### 4.24 Layoff

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C Layoff of employees shall be made on the basis of the le senior in the work unit shall be the first laid off, taking i account the **required** qualifications, as per Clause 4.15, satisfactorily perform the work available in the work unit.

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

#### 4.25 R \_\_\_\_\_

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D Employees laid off after completing an initial period of four or more months work in a continuous period of service in a work unit shall be recalled, by order of seniority, provided they have the **required** qualifications, as per Clause 4.15, to perform the duties for the positions to be filled. Recall rights shall apply only in the work units in which such work time was attained.

#### 4.26 Internal Recalls

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

#### 4.27 Special Skills

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B It is agreed that in order to meet operational requirements employees with special skills may be recalled prior to other more senior on the recall list.

## 8 No New or Previous Employees

new or previous employees, shall be hired until those permanent and temporary employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the **required** qualifications, as per Clause 4.15, to satisfactorily perform the work available in the work unit.

## 9 Recall for Employment of Short Duration

employee recalled for employment of a short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work with the City provided the employee shows the period of employment with the other employer to be a reasonably longer duration than that offered by the City. The provisions of Clause 4.39 shall be followed.

## 10 Lapse of Recall Rights

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

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## **SENIORITY ADJUSTMENTS**

### 11 Accumulation of Seniority

employee's seniority date shall be adjusted to account for any leaves of absence without pay, that exceed thirty (30) consecutive days, **except as specified in Article 6.00**, and as per Clause 2 18

#### 4.32 Loss of Seniority

An employee shall lose seniority only in the event of:

- 1) Discharge for just cause.
- 2) Resignation.
- 3) Absence from work for four (4) regularly scheduled consecutive working days without notifying the City unless such notice was not reasonably possible.
- 4) Layoff for a period of one (1) year.
- 5) Decisions of a Grievance Arbitration Board.
- 6) The provisions of Clauses 4.20, 4.21, 4.25, 4.36 and 4.38.

#### 4.33 Separation of Temporary Employees

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

#### 4.34 Merging of Seniority Rights

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

#### 4.35 Training

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The City shall maintain a system of 'on the job training' as determined by and subject to the needs of the work units, so that all employees shall have equal opportunity to apply for, as posted requirements, and receive such training for equipment and trucks.

An employee who is properly certified in the operation of a certain class of vehicle or equipment, and who is assigned the responsibility of training another employee in such operation



shall be paid the second **hourly pay rate** level immediately higher than his current classification.

Employees shall receive the **hourly pay** rate for the job they normally would have been assigned while in training for equipment and trucks, until in receipt of a temporary/permanent operator's ticket for the equipment/truck being trained on. Such opportunities for training shall be allocated by seniority/ticket level, according to selections from posted requirements.

## INFORMATION REQUIREMENTS

### 6 Lists

The **City** shall maintain a seniority list showing permanent employees in established/provisional positions and temporary employees by classification hired.

Copies of seniority lists shall be sent to the **Union** in January and July of each year.

Copies of layoff and recall lists shall be forwarded to the **Union**, with layoff lists sent immediately after layoff.

### 7 Notice of Recall

Notice of recall prior to staffing shall be dispatched by registered mail to the last known address with an appointment set for a date as soon as possible, but not later than fourteen (14) calendar days following the date of dispatch. Failure to reschedule the appointment prior to the date of dispatch shall result in loss of recall.

phone number through their work unit.

It shall be the responsibility of each employee and previous employee with recall rights to keep the City Personnel Services Department and the work unit informed of the current address and phone number.

#### 4.39 Layoff - Not Recommended for Recall

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

#### 4.40 Permission to Rest Recall Rights for Definite Period

Upon making written application, an employee may be granted permission to rest recall rights for an agreed period. The application must be approved by both the City Personnel Services Department and the Union, and the employee informed of the decision. Other terms and conditions of recall to the next available position to be filled shall apply on expiration of agreed

#### 4.41

Employees with twelve (12) continuous or cumulative months are required to fully participate in the Calgary Civic Employee Benefit Plan and are eligible for applicable benefits therein. Part-time employees shall receive a pro-rated share of the applicable benefits as provided under the Plan.

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0 **HOURS OF WORK, RATES OF PAY,  
PAY PREMIUMS**

1 Hours and Days of Work

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

2 Standard Hours of Work

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The standard hours of work, subject to the specific provisions of this Agreement, shall be nine and one-half (9 1/2) hours per day, four (4) consecutive days per calendar week, to a total of thirty-eight (38) hours per week, with consecutive days off

3 Standard Work Day

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The standard work day shall be any nine and one-half (9 1/2) hours work within the eleven (11) consecutive hours between 00 and 1800 hours.

4 Twelve (12)

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

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

Non-standard hours of work shall, on a scheduled basis over a six (6) week period of time, average thirty-eight (38) hours per week, with consecutive days off.

### 5.06 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of scheduled hours worked while engaged in operations requiring standard working hours, as per Clauses 5.02 and 5.04.

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

### 5.07 Rest Periods

All full time employees, as per Clause 5.03, shall be permitted a twenty (20) minute rest period in the first and second half of their shift.

All full time employees, as per Clause 5.04, shall be permitted a thirty (30) minute rest period in the first and second half of the shift, or three (3) twenty (20) minute breaks during the complete shift.

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

## 8 Shift Definitions

Single shift: those operations which continue for nine and one-half (9 1/2) or twelve (12) hours per day.

Doubleshift: those operations which continue for nineteen (19) or twenty-four (24) hours per day.

Non standard shift: any other than those referenced above,

## 9 Schedules of Work

Whenever shifts are established, employees and/or shifts shall rotate at least every six (6) weeks or be firmly scheduled. Where any shifts are not rotated, preference shall be by seniority and **required** qualifications to perform the required work. **City Parks & Recreation Department** employees shall by **mutual** consent be assigned shifts based on preference by seniority, seniority in each facility, and **required** qualifications to perform the required work.

## 10 Work Schedule Discussions and Review

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

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

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

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

### 5.11 Working Schedule

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

### 5.12 Inability to Report

It shall be the responsibility of the employee to notify his **Exempt Supervisor, or stipulated contact**, within **two (2)** hours before his starting time of his inability to report to work. The employee when unable to notify of his inability to report, shall provide reasons acceptable to the **City**.

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

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

### 5.13 Change in Work Sites

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

### 5.14 Transportation

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

## 5 Overtime

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

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## 6 Lieu Time For Overtime

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Time off may be taken in lieu of overtime pay at the mutual convenience between the employee and the City. In the event an agreement is not reached, **Subclause (D)** shall apply.

Lieu time off shall be granted based on double (2X) the actual hours of overtime worked.

In addition, such lieu time shall be granted subject to the needs of the operations and provided the following conditions have been met:

- (A) Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
- (B) In taking of lieu time, the employee shall be required to take full shifts off only, or may be permitted by the City to take part shifts off for medical appointments or for other reasons, and shall be paid for such time at the dollar value when earned as overtime;
- (C) The total number of overtime hours banked and taken is not to exceed thirty-eight (38) in any one calendar year;
- (D) Any overtime accumulated prior to December 1 must be scheduled prior to December 1 and taken before year-end, or shall be paid out;
- (E) Any overtime accumulated in December, subject to the thirty-eight (38) hour annual limit, can be deferred to the following year, without affecting the **thirty-eight (38)** hour annual limit for the following year, or shall be paid out.

Those hours worked on statutory holidays as part of an employee's regularly scheduled hours of work cannot be banked under this provision.

### 5.17 Overtime Distribution

In the giving of overtime, the City agrees that such overtime shall be distributed as equally as possible among employees qualified to do the work in the Operating Section. Similarly, overtime shall be distributed as equally as possible over the twelve (12) month period, commencing April 01 of each year.

For monitoring purposes, the Union shall receive a list of employees and the amount of overtime hours worked by each employee on a quarterly basis.

The Operating Sections for the purpose of this Clause are as follows:

1. Electric System  
  
Engineering and Environmental Services  
Department  
  
Streets Construction, Maintenance and Material  
Plants
2. Zone 1
3. Zone 2
4. Zone 3
5. Zone 4
6. Zone 5
7. Zone 6
8. Zone 7
9. Zone 8
10. Zone 9
11. Plants
- 12.. Construction



## Solid Waste Services

- 13. District 1
- 14. District 2
- 15. District 3
- 16. District 4
- 17. District 5 - Recycling

## Sewer Construction and Maintenance

- 18. Maintenance, Trouble and Video **F.A.C.**
- 19. **Repairs/Construction**
- 20. **Lift Stations, Shops and Compounds**

## Wastewater Treatment Plant and Maintenance

- 21. Plant Operations
- 22.. Plant Maintenance
- 23. Sludge Injection

## Waterworks Transmission and Distribution

- 24. Distribution Control
- 25. North Operations
- 26. South Operations
- 27. inspections
- 28. Meters
- 29. Stockroom

## Waterworks Treatment Plants

- 30. Plant Operations
- 31. Plant Maintenance
  
- 32. Land and Housing Department

Fleet and Facilities Department

- 33. Shops and Equipment
- 34. Structures and Facilities

Calgary Parks & Recreation Department

- 35. Parks North
- 36. Parks South
- 37. Parks East
- 38. Parks Centre West
- 39. Central Parks Operations
- 40. Golf Courses
- 41. zoo
- 42. Cemeteries
- 43. Pools, Leisure Centres and Boat Patrol
- 44. Arenas
- 45. Alberta Science Centre, Fort Calgary and Art Centres

- 46. Calgary Police Service

- 47. Purchasing and Stores Department

Transportation Department

- 48. Traffic Operations
- 49. Parking Meters.

5.18 Calculation of Overtime Pay 37) A, B, C, D, ...

Overtime shall be calculated on the basis of double (2X) the employee's hourly pay rate of his assigned classification. Double (2X) time shall also be paid for work on regular days so

Work performed to the closest one quarter (1/4) hour shall be the basis used in the calculation of overtime pay and all such overtime shall be recorded daily for pay purposes.

Overtime calculations shall be based on his hourly pay rate, and shall not include shift differential or any other premiums.

### 19 Overtime During Layoffs

To the extent practicable and reasonable, no regular overtime in excess of two (2) hours per day shall be worked in the work unit while there are permanent employees on layoff for reason of lack of work, and who possess the required qualifications to perform the available work.

### 20 Call-Outs

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"Call-Outs" shall be paid at the rate of double (2X) time for all hours so worked, with a minimum of two (2) hours at double (2X) the hourly pay rate for each "Call-Out".

### 21 Overtime - Rest Period(s)

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

5.22 Shift Differential

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A fifty-five cent (0.55¢) per hour shift differential shall granted to employees for any hours of their shift (exclud overtime) performed between 1800 hours and 0700 ho of the next day. Where a majority of hours of an employe shift occurs between 1800 hours and 0700 hours of then day, the shift differential shall apply to all hours worked

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

5.23 Shift Change Notice

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Twenty-four (24) hours notice shall be given beforechang shifts Failure to give at least twelve (12) hours rest betw shifts which are being changed as a result of this notice s result in payment of overtime at the employee's hourly pay of his assigned classification for any hours worked durings normal rest periods, occurring as a regular part of any fi scheduled shifts

5.24 Weekend Work

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

Work performed up to and including:

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- 2.25 hours: 1/4 hour's pay
- 4.75 hours: 1/2 hour's pay
- 7.25 hours: 3/4 hour's pay
- 9.5 hours: 1 hour's pay

## 25 Inclement Weather

Unless otherwise advised, an employee shall report ready and available to work and shall be paid a minimum of two (2) hours straight time rate of pay.

## 26 Sent Home Because of Inclement Weather

If an employee works two (2) or more hours in any day and is then sent home because of inclement weather, he shall receive a minimum of four (4) hours pay or pay for the actual hours worked, whichever is the greater.

After the first day of inclement weather, every practical effort shall be made to send employees home on the basis of reverse order of seniority and qualifications.

## 27 Other Work During Inclement Weather

The work of an employee in inclement weather may not be the employee's regular job, and accordingly pay shall be the hourly pay rate of the assigned job.

## 28 Layoffs Due to Inclement Weather

In case of layoffs caused by inclement weather, such layoffs shall be made as per Clause 4.23.

## 29 Pay Procedure for Relieving in a Higher Pay Classification

An employee assigned to a higher hourly pay rated position in the bargaining unit shall be paid in the wage range of the assigned classification.

### 5.30 Relief - Increment Entitlement

Accumulated time in such **higher hourly pay rated** positions shall earn increments in accordance with **Schedule B: Rate of Pay**.

### 5.31 Appointment - Increment Entitlement

Upon being appointed permanently to the **higher hourly pay rated** position, an employee shall receive an **hourly pay rate** not less than would be received under **Clauses 5.29 and 5.30**.

### 5.32 Scalemen Rates (Solid Waste Services Division)

Scalemen working at all sites **shall** be required to work an additional half hour per day after the completion of their regular shift for daily compilation of accounts and records, and **shall** receive overtime for this extra half hour.

### 5.33 Equipment and Truck Breakdowns

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As a result of equipment and/or vehicle breakdown during a shift, the operator/driver shall continue to receive the normal **hourly pay rate** provided the breakdown occurs after mid shift, even if reassigned.

### 5.34 Tool Allowance

All Journeyman Machinists, Apprentice Machinists, Millwrights, Apprentice Millwrights, Heavy Duty Mechanics, Apprentice Heavy Duty Mechanics, Motor (Auto) Mechanics, Apprentice Motor (Auto) Mechanics, Steel Fabricators, Apprentice Steel Fabricators, and Small Motor Mechanics shall receive an annual payment of **twelve percent (12%)** of the total value of any tools that the employee is required by the City to provide to effectively perform regular established duties. Basic tool requirements are as per **Schedules C, D, E and F**.

apprentice tool allowance based on:

- 75% of Journeyman tool allowance for the first (1st) and second (2nd) years
- 95% of Journeyman tool allowance for the third (3rd) and fourth (4th) years.

## 35 Apprentices

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apprentice type classes are as follows:

- Apprentice (Blacksmith)
- Apprentice (Heavy Duty Mechanic)
- Apprentice (Motor-Auto-Mechanic)
- Apprentice (Machinist)
- Apprentice (Welder)
- Apprentice (Zookeeper)
- Apprentice (Steel Fabricator)
- Apprentice (Millwright)
- Apprentice (Painter)
- Apprentice (Plumber)

Dependent on successful progression through the apprenticeship program, apprentices shall be paid on a graduated scale with a differential between each period according to the following formula:

### 4 period apprenticeship programs:

- First period - 66% of the Journeyman 1 rate
- Second period - 73% of the Journeyman 1 rate
- Third period - 82% of the Journeyman 1 rate
- Fourth period - 92% of the Journeyman 1 rate

### 3 period apprenticeship programs:

- First period - 73% of the Journeyman rate
- Second period - 82% of the Journeyman rate
- Third period - 92% of the Journeyman rate

An employee shall receive the currently established Labourer 3 hourly pay rate or the hourly pay rate for the classification to which he is currently assigned, whichever is the greater, until such time as this hourly pay rate is met or exceeded by the appropriate Apprenticeship hourly pay rate. The employee shall then receive the appropriate Apprenticeship hourly pay rate.

### 5.36 Pay During Apprenticeship

The City shall maintain the Apprentice's regular hourly pay rate while attending Provincial Apprenticeship Training less the amount of his government subsidy. The Apprentice shall be responsible for applying for such government subsidy.

### 5.37 Tools

The City shall maintain a system whereby tools shall be made available to employees at tender cost and payment shall be effected through payroll deduction. The conditions are:

- (A) The system shall apply to the basic tool requirements set per Schedules C, D, E and F.
- (B) The system shall apply only to those employees who are entitled to a tool allowance.
- (C) The City shall select:
  - the quality and make of tools;
  - the supplier and,
  - the system of supply.
- (D) The purchase of tools under this system shall be for the exclusive use of replacing the employee's basic tool requirements only or to equip Apprentices working within the Union's jurisdiction.



38 Uniform Issue

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

39 Return of Uniforms

Uniforms shall be returned upon termination, or the cost of the same shall be deducted from the employee's final pay, last issue only.

40 Uniform Allowance

The City agrees to pay, based on a proration of time worked in the bargaining unit, an annual amount of **ninety-seven dollars** (\$97.00) for permanent employees and **thirty-four dollars** (\$34.00) for temporary employees, as a uniform allowance

This amount shall be paid out in the first quarter of each calendar year, based on all straight time hours worked in the bargaining unit in the previous year, and shall be considered as compensation applied in the year of receipt

**Uniform allowance shall not be paid to permanent and temporary employees hired subsequent to 1992 December where the City provides said employees with a uniform.**

Employees shall therefore be expected to report to work in presentable order and reasonable attire

41 Clothing Issue

Frequency and issues of clothing shall be restricted to the classifications listed in **Schedule G**

## 6.00 LEAVES OF ABSENCE

### 6.01 Leaves of Absence Administration

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

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

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

### 6.02 Overstaying Leave of Absence

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

### 03 General Leaves of Absence

permanent employee desiring a general leave of absence of any kind shall apply, in writing to the immediate **Exempt** supervisor, with a copy to **the Union**, no later than two (2) months in advance of such leave. Applications are generally not granted during prime times as defined by the **City Departments**. The **Exempt** Supervisor shall forward the application through normal channels to the **City** Department head. Should such application be refused, the employee shall have the right to appeal to the **City** Board of Commissioners through the **Officers** of the **Union**. The decision of the **City** Board of Commissioners shall be final and shall be communicated to the **Union Recording Secretary** in writing.

### 04 Loaning of Employees

An employee may be loaned to any other employer for the purpose of giving or receiving instructions in his particular line of work, if approved by the City Commissioners, and shall continue to accumulate seniority. During such loan period, the employee shall be required to pay the usual benefit premiums and any other levies which are proper to be made on the basis of average earnings over the period of the six (6) months immediately preceding the date of being loaned.

### 05 Religious Leave of Absence

A request for religious observance leave of absence shall be submitted in writing to the immediate **Exempt** Supervisor, with a copy to **the Union**, no later than two (2) months in advance of such leave. Such request must be accompanied by documentation that both the request and the religion are *bona fide*.

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## 6.06 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the immediate Exempt Supervisor, no later than two (2) months in advance of such leave.

In the granting of leave of absence for military purposes it is agreed that the terms of such leave shall be in accordance with the Government of Canada regulations and any regulations passed by the City of Calgary relative to City pension and group insurance contributions. The City may, on request, grant military leave to members of the Canadian Forces Primary Reserve.

## 6.07 Union Office Leave of Absence

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When it is necessary for an employee to make application for leave of absence to perform duties of any office in the Union or of the Parent Union such request shall have priority over all other applications. Upon request by the Union, President(s) or Recording Secretary, or any combination thereof, engaged on a full time basis by the Union, shall be granted an indefinite leave of absence for such Union duties. Such employees shall accumulate seniority but upon notice to return to active employment with the City, shall have the right to return to their former established position and related position ranking(s). Employees in this category shall be eligible for all normal benefits under the jurisdiction of the Calgary **Civil Employees Benefit Society** and shall be subject to the provisions and/or conditions applicable to members of the **Calgary Civil Employees Benefit Society**. During such absences employee(s) and/or Union(s) shall be responsible for payment of all premiums, both the employee's and City's share, pertinent to the benefits to which the employee is entitled. Any employees granted such leave for Union Office shall continue to be paid by the City and subsequently, the Union shall reimburse the City

08 Union Business Leave of Absence

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Any employee engaged in any Union activity or committee meeting shall **have the Union** request leave from the immediate **Exempt Supervisor**, with as much notice as is feasible, indicating the approximate time off requested. An employee granted any leave for Union business **shall** continue to be paid by the City, and subsequently, the Union shall reimburse the City, excluding Joint Work Site committee meetings, productivity meetings, Labour/Management committee meetings approved by the City, representation for the purpose of discipline, and up to five (5) representatives of the Union who are employees of the City who may attend the above noted committee meetings; meetings to negotiate with the **City** during normal hours of work.

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09 Bereavement Leave

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When death occurs in an employee's immediate family (that is current spouse, including common-law spouse, parent, step-parent, step-brother, and step-sister, grandparents of the employee and spouse, grandchild, guardian, parent of current spouse, child or ward, brother, sister or related dependent living in the household of the employee) the employee, on request shall be excused for seven (7) consecutive days in order to, and to attend the funeral. **Pay shall** be maintained at the hourly **pay rate** of the assigned classification for those hours the employee would normally have been scheduled to work.

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

## 6.10 Bereavement Leave Extension

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

## 6.11 Mourner's Leave

Where the employee under Clause 6.09 is unable to attend the funeral because of distance, one (1) days leave with pay shall be granted upon request for mourning purposes.

## 6.12 Leave to Attend Funeral

One (1) day's leave with pay shall be granted to attend funeral services of persons related more distantly than those as per Clause 6.09.

At the City's discretion and subject to the needs of the operation those employees in the immediate work division may be allowed to attend, or to act as pallbearers for the funeral of a member of the Union who died on or off the job.

## 6.13 Maternity Leave

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A female employee with six (6) months or more continuous service, who is pregnant, shall be entitled to Maternity Leave without pay for a specified period not to exceed six (6) months. Maternity Leave shall commence at a time designated by the employee, within twelve (12) weeks of the estimated delivery date. Written application must be made at least two (2) weeks prior to the beginning of such leave.

The employee may be required to commence Maternity leave anytime within this twelve (12) week period if, in the opinion of the City Medical Advisor and in consultation with her personal physician, the pregnancy of the employee interferes with the performance of her duties.

Outside the twelve (12) week period when Maternity leave can commence, employees may apply for and shall be granted leave of absence without pay until such time as Maternity Leave may commence. Failure to apply for this leave of absence shall result in the separation of the employee from the City.

During such Maternity Leave the employee shall be entitled to accumulate service and seniority in accordance with the Collective Agreement.

An employee who has applied for Maternity Leave and wishes to continue benefit coverage during the period of Maternity Leave, shall be required to pay her share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. Payments are to be made in advance and shall be based on the employee's average earnings over a period of six (6) months immediately preceding the date of such Maternity Leave.

#### 14 Maternity Leave - New Employees

A female employee with less than six (6) months continuous service who is pregnant may, at the option of the City, be granted Maternity Leave without pay. Written application must be made, at least two (2) weeks prior to the beginning of such leave.

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An employee wishing to resume her employment on the expiration of Maternity Leave shall give the City two (2) weeks notice in writing of the day she intends to return to work. She shall be reinstated in the position she occupied at the time the leave commenced, without claim to any promotions effected during her leave of absence. For the purpose of accommodating female employees who have been granted Maternity Leave the Union agrees to waive all posting and recall requirements related to the temporary assignment of personnel caused by female employee going on Maternity Leave.

6.16 Adoption Leave

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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 six (6) months. The terms and conditions of such leave shall be the same as those outlined in Clauses 6.13 and 6.15 with the exception that such adoption leave shall commence on the date on which the adoptive parent first obtains custody of the child being adopted. Where both adoptive parents are employees of the City, they may share the adoption leave. However, they shall not be granted leave simultaneously and the total adoption leave shall not exceed six (6) months.

6.17 Family Leave

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A permanent employee, who has at least one year's service with the City, may be entitled to a leave of absence without pay to care for ill or elderly family members. Requests for such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. The granting of Family Leave shall be subject to the needs of the operation.



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

6.18 Paternity Leave

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Upon request, a father shall be given one days leave of absence with pay with the option of attending the delivery of the child or attending to the release from hospital of his wife who has given birth.

6.19 Time Off For Elections

Any employee who requests time off to vote in a Federal, Provincial, or Municipal election shall be allowed time off without loss of pay to the extent that he has four (4) hours for Federal elections and three (3) hours for Provincial and Municipal elections, off duty concurrent with the polling stations being open.

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6.20 Witness Duty

The City shall grant leave of absence without **loss** of seniority and/or benefits to an employee who is subpoenaed as a witness in a Civil Case in which the City Solicitor certifies the City as having an interest, or where subpoenaed as a witness in a Criminal Case or who serves as a juror in any Court. The **City** shall pay to such an employee the difference between normal earnings and the payment received for Jury or Witness **Duty** excluding payment for travelling, meals, or other expenses. The employee **shall** present proof of service and the amount of pay received. it is the responsibility of the employee to advise his Exempt Supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any Court.

6.21 Education and Training Leave 621A  
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Leave of absence with pay and without loss of seniority may be granted to allow permanent employees to write examinations at the discretion of the Director of the City Department concerned. Further, City policies also provide for leaves of absence to take training and employment related courses. However, any educational leave which requires a written contract drawn up by the **City** Law Department **shall** contain the items and conditions of leave and assistance as set forth in such a contract

## **7.00 VACATION, HOLIDAY AND SERVICE ENTITLEMENTS**

### **7.01 Service**

Service for the purpose of this Agreement commences on an employee's most recent date of hire, recall or rehire in the City service and accumulates continuously until termination, resignation, failure to return from leave, layoff or discharge from the City. Employees with recall rights shall, upon recall, accumulate service earned since recall rights were acquired.

Excepting leaves of absence with pay (bereavement, paternity, witness duty, education, and election), vacations and holidays, and leaves of absence without pay for Union Office or Union business, leaves of absence for more than thirty (30) calendar days for any reason, shall effect a proration of vacation entitlement and service pay.

### **7.02 Re-engagement of Former Employees**

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

### **7.03 Vacation Entitlement Computation**

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

- (A) For all employees hired prior to January 1, 1970, the vacation credit date shall continue to be the employment anniversary date, and vacation entitlement shall be based upon anniversary years of service.

- (B) For all employees hired subsequent to January 1, 1970 the vacation credit date shall be January 1, and vacation entitlement shall be based upon calendar years of service. A calendar year is defined as a standard January 1 to December 31.
- (C) Employees affected by the provisions of Clause 1.03 shall retain their established anniversary dates for the purpose of determining vacation entitlements, which shall be based on anniversary years of service.

#### 7.04 Vacation Entitlement

All employees shall be entitled to vacations based on, prorated against, the completion of either anniversary or calendar years of service, as per Clause 7.03 in accordance with the following:

(A) Anniversary or Calendar Years of Service	Vacation Entitlement	Entitlement in hours
One (1) year	Two (2) weeks	76
Two (2) years	Three (3) weeks	114
Five (5) years	Four (4) weeks	152
<b>Seventeen (17) years</b>	<b>Five (5) weeks</b>	<b>190</b>
Twenty-five (25) years	Six (6) weeks	228
Thirty (30) years	Seven (7) weeks	266

**Effective 1992 December 28**

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

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

As per Clauses 7.10 and 7.11, pay cheques due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.

A vacation week shall be defined as seven (7) consecutive days, and should normally commence at the beginning of an employee's scheduled work week.

#### 05 Prorated Vacation Entitlement

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

#### 06 Vacation Entitlement and Leaves of Absence

An employee who has been on leave of absence without pay for more than thirty (30) calendar days shall, for the year in which the absence occurs, be entitled to annual vacation with pay proportionate to the number of continuous months such employee worked for the City.

## 7.07 Vacation Entitlement and Health Related Absences

If a permanent employee is absent on Sickness and Accidents or Workers' Compensation for a total of one hundred and five (105) calendar days or less, he shall not lose any vacation entitlement.

## 7.08 Vacation Pay Upon Termination

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

<b>2 weeks entitlement - 4%;</b>	<b>5 weeks entitlement - 10%</b>
<b>3 weeks entitlement - 6%;</b>	<b>6 weeks entitlement - 12%</b>
<b>4 weeks entitlement - 8%;</b>	<b>7 weeks entitlement - 14%</b>

## 7.09 Stacking of Vacations

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Employees, upon being entitled to three (3) weeks or more 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 City Department Head and the needs of the operation. Subject to the preceding conditions, an employee entitled to four (4) 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 hourly pay rate when taken. However, such deferred vacation shall only be taken subject to the needs of the operation and shall not be taken in prime vacation periods as determined by the applicable City Department/Division.

By giving one (1) full weeks notice, employees shall receive, on the last office day preceding commencement of their annual vacation, any **pay** cheque which may fall due during the period of their vacation.

7.11 Calculation of Vacation Pay

Vacation pay shall be based on the basification rate paid for the major period of time during **the** preceding anniversary period. Any employee who is assigned for four (4) months or more of the preceding anniversary period to shift work shall receive a 'per hour' shift differential payment, as **per** Clause 5.22, in addition to regular pay while on vacation.

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7.12 Holidays

Thanksgiving Day, Remembrance Day

Day preceding Christmas Day, Christmas Day, Boxing Day shall **be** December 26th). All holidays proclaimed by the City of Calgary, **the** Government of Alberta, or the Government of Canada shall also **be** recognized **as** holidays, except when replacing above named holidays, in which case the lieu holiday only shall be recognized.

7.13 Holiday During Regular Work Period

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

#### 7.14 Holiday on Day Off

If an employee has more than thirty (30) calendar days service in the preceding twelve (12) months, and a holiday falls on an employee's normal day off or on an employee's normal day off during a vacation period, he shall receive, by agreement with

assigned classification of scheduled hours of work of the employee's working day preceding the holiday, or nine and one-half (9.5) hours, whichever is less, at straight time as holiday pay, or a day off with such pay in lieu of holidays occurring on his regular day off, or vacation period, and such lieu day shall be taken before or with the next annual vacation.

#### 7.15 Holiday Pay During Absence From Work

No benefit shall be granted to an employee for any such holiday if the employee is absent the working day before, during, or after the holiday. unless the employee has prior permission, or produces acceptable proof of illness for such absence

If during a period of approved sick leave, a work day is coincident with a holiday or designated lieu day, the employee shall receive only his regular **Sickness and Accident** pay for that day.

#### 7.16 Service Pay

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Service Pay shall be calculated at the rate of ten dollars (\$10) per month additional to pay for the class of work after ten (10) years' service with the City; fifteen dollars (\$15) per month after fifteen (15) years' service; twenty dollars (\$20) per month after twenty (20) years' service; twenty-five dollars (\$25) per month after twenty-five (25) years' service.



Service pay shall be paid on a bi-weekly basis.

7.17 Long Term Disability



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

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF CALGARY

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

MAYOR

PRESIDENT

CITY CLERK

RECORDING SECRETARY

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## SCHEDULE A: CLASSIFICATIONS

### LABOURING CLASSIFICATIONS

- (A) It shall be the policy of the City to have only able-bodied labourers who shall be paid from **their date of hire at the hourly pay rate** for the type of work to which they are assigned.
- (B) Notwithstanding, a special Light Labour Rate shall be applicable to **those** classes of work which do not require able-bodied labourers. **This hourly pay rate shall be used with discretion and shall apply to such positions as Watchman, and other positions reserved for partially-tit permanent employees who cannot perform their regular work, as per Schedule B: Rates of Pay.**

### THE FOLLOWING DESCRIPTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY:

#### LABOURER 1

Simple manual work involving use of light hand and/or common labouring tools (shovels, rakes, brooms, push-type mowers, wheelbarrows, etc...). Work is quickly learned and closely supervised. **Typical** examples:

WWTP Groundswoker

Litter Clean-up

Parks General Maintenance (grass cutting and trimming, cultivating and watering, etc....)

Street Maintenance.

## **LABOURER 2**

Simple, heavy manual labour involving use of hand and/or common labouring tools (picks, shovels, crowbars, etc....). Work is quickly learned and generally closely supervised. Typical examples:

- "Top Men" Waterworks and Sewers
- Streets Maintenance (Mall Clean-up)
- Parks Construction (Irrigation System installation and repair, landscaping, etc...)
- Parks Maintenance (Pruner's Helper, golf course maintenance, laying sod, spreading loam, tree planting, digging beds and borders, etc...)
- Electric System (Duct Layer)
- Traffic Operations (Sign Shop)

## **LABOURER 3**

Semi-skilled, heavy manual labour often involving use of non-complex machines such as pumps, tampers, chain blocks, come-a-longs, etc. May be required to drive small (less than 1 ton) trucks. Typical examples:

- Asphalt Crew - construction and maintenance
- Concrete Crew - construction and maintenance, duct line pouring, etc.
- Labourer - crusher plant
- Sewer Dig-up and Maintenance
- Waterworks District Maintenance (Hand dig-ups)
- Bridge Gang
- Timbering Crew
- Labourer - WWTP (Maintenance Man's Helper)
- Labourer - Waterworks Valve & Survey Crew
- Parks Construction (fence, back stop, playground equipment rink boards installation, removal and repair, etc...)

Labourer - Zoo (Keeper's Helper)  
Loam Checker  
Helper, Auger and Aerial Trucks  
Helper, Playground Equipment Repairman  
Pump Hand, Century Gardens.

## LABOURER 4

Skilled, heavy manual labour of a specialized nature involving use of hand and power tools, jackhammers, drills, tamper etc... May be required to read grades and blueprints and drive small (less than 1 ton) trucks. May work under general supervision with some independence of action. Typical examples:

Waterworks and Sewers Pipeman's Assistant (Pipe Layer)  
Tar Kettleman

Electric System Underground Construction (in timbered  
ditches, vaults, tunnels, ... around live high voltage  
cables)

Jackhammer Operator

Labourer - Plant Maintenance (Glenmore)

Labourer - Preventive Maintenance (Waterworks)

Electric System (Underground) Concrete Finisher/  
Formsetter's Helper (placing and removing of forms,  
placing and tying of rebar, levelling to grade,  
pouring of manholes and vaults...)

Gravedigger.

## **LABOURER "LEAD H A N D"**

Labourers who may be assigned the responsibilities of a "Lead Hand" nature (i.e. assigning and maintaining crew work flow) shall be paid in the 'labourer' wage level which is next higher than the employee's present wage level. 'Labourer' wage levels are understood to mean:

- Labourer 1
- Labourer 2
- Labourer 3
- Labourer GPU (Step One)
- Labourer 4
- Labourer "Lead Hand".

## **TRUCK DRIVER 1**

This is skilled routine truck driving work involving the operation of light general duty trucks. Trucks involved shall usually be in the 1/2 ton to 1 ton vehicle range and may carry small auxiliary equipment, e.g. compressors, tampers, etc. Work also involves transporting other workers and tools to and from the job site. Driver is responsible for simple maintenance checks and may be required to keep a journal or log. When not driving, employee is required to perform a variety of labourer tasks. Following are typical examples of work and vehicles in the Driver 1 category:

- Up to 1 ton - Streets Maintenance
- Up to 1 ton - Parks Maintenance
- Waterworks Sample Collector

## TRUCK DRIVER 2

This is a skilled routine truck driving position involving the operation of trucks usually of a 4 ton dump with a P.T.O. Duties may involve transporting men, tools and other equipment (trailers, crew shacks, compressors) to and from the job site. Other examples of work performed include hauling gravel, loam, MC2 and the spreading of these materials. Driver responsible for simple maintenance checks, fuelling, washing and keeping a daily log or journal. Driver may be required to perform a variety of labouring tasks when not operating the vehicle. The following are typical examples in the Driver category:

- 2, 3, 4 ton trucks (single axle with or without dump)
- Tree Spray Trucks
- Parks Winch Truck (when hauling only).

## TRUCK DRIVER 3

This is a skilled driving operation involving the use of a variety of heavy trucks which may include mounted auxiliary equipment. The work includes loading, hauling or transporting a variety of materials, tools and personnel to and from the job site. Driver also cleans, checks and performs minor servicing on a daily basis. Maintains vehicle log and performs general labouring tasks when not driving. Following are typical examples of the Driver 3 category:

- Streets, Waterworks, Sewer tandem axle equipment with gravel box or flat deck & P.T.O.
- Single axle truck with mounted flusher unit
- Sanitation open truck (Parks)
- Zoo Van (animal food supply).

## TRUCK DRIVER 4

This is a skilled truck driving operation involving the use of a variety of heavy trucks which may include mounted auxiliary equipment. The work includes loading, hauling and transporting of a variety of materials, tools, and personnel to perform the related tasks of the work being carried out. This category also involves the pick-up and removal of refuse. Driver is required to clean, check and perform minor servicing of the vehicle on a daily basis. Maintains vehicle log and also performs labouring tasks when not driving. Following are typical examples of the Driver 4 category:

- Solid Waste Services - Heil and Haul-All Units
- Streets - Garbage Pick Up Curbster
- Streets Construction - Sidewinder.- single axle
- Streets - Single Axle Mounted Sander and Mounted Snowplow

WTP Luger Truck.

## TRUCK DRIVER 5

This is a highly skilled truck driving operation involving the use of single and tandem axle trucks. Drivers are required to operate a variety of mounted auxiliary equipment including cranes. Work includes loading, hauling and transporting a variety of materials and tools to perform work at a wide variety of locations. Drivers are responsible for cleaning, routine maintenance and keeping a daily log. When not driving or operating auxiliary equipment, drivers are required to perform labouring tasks. Following are typical examples of a Driver 5 category:

- Solid Waste Services - Dempster, Shu-Pak, Leach, Clydesdale & Labrie Units
- Streets - Oil Distributor, Hot Box
- Waterworks - Single Axle Crane Truck
- Parks - Crane and Winch Truck (single axle Haib-type)

- |                 |   |
|-----------------|---|
| Electric System | - Crane Truck (single axle)                                   |
| Streets         | - Tandem Axle Cement Mixer, Tandem Sander, Tandem Sidewinder. |

## TRUCK DRIVER 6

This is a highly skilled truck driving operation comprised of tandem axle or tractor trailer type units. Drivers are required to operate a variety of mounted auxiliary equipment including cranes. Work includes loading, hauling and transporting a variety of material and tools to perform work at a wide variety of locations. Drivers are responsible for cleaning, routine maintenance and keeping a daily log. When not driving or operating auxiliary equipment drivers are required to perform labouring tasks. Following are typical examples of a Driver category:

- |   |   |
|---|---|
| Engineering                                   | - Low Boy, Hi Boy - Pup Trains, Tractor Trailer       |
| Waterworks                                    | - Tandem Boom Truck                                   |
| Sewer   | - Hydro-Lift, Power Flusher and Pressure Vacuum Truck |
| Solid Waste Service                           | - Front End Loader                                    |
| Tractor - Trailer                             |   |
| Tractor - Trailer units used for gravel haul. |   |

## TRUCK DRIVER 7

This is a unique driving operation involving the operation of a tractor trailer unit equipped with an additional fifth wheel trailer. Duties involve hauling a variety of materials with special emphasis given to the hauling of pipe from locations both inside and outside the City of Calgary. Driver is responsible for cleaning and routine maintenance of vehicle in addition to maintaining a vehicle log.

- Train - Waterworks
- Tanker - Sewage Disposal



## **TRUCK DRIVER 8**

This is a unique skilled truck driving operation using a tractor trailer low boy unit incorporating a "jeep" to increase load capacity. Work includes driving, operating, loading, unloading and hauling large equipment, transformers and water and sewer mains to and from various locations within the City. Work shall be performed for various City Departments and shall often require overload and oversize permits along with unique traffic routing. Drivers are responsible for cleaning, routine maintenance and keeping a daily log. When not driving or operating auxiliary equipment drivers are required to perform during tasks.

## **EQUIPMENT OPERATOR 1**

This is machine operation work and the driving operation and repair or maintenance of one or more of a variety of light mobile equipment and related attachments throughout the various departments. Operators may be required to operate light trucks and also to perform a wide variety of labouring tasks when the machine is idle. Typical examples of an Equipment Operator 1 to be as follows:

- Mall Tenant Sweeper
- Parks Groundmaster
- Streets - small sidewalk roller.

## EQUIPMENT OPERATOR 2

This is machine operation work and the driving operation and minor maintenance on a wide variety of equipment. Operator may be required to drive trucks conveying the machine to the job site. Operators may also be required to perform a wide variety of labouring tasks. Independence and judgement are required in the operation of these machines. Following are typical examples of the Equipment Operator 2:

- Jackhammer/compressor
- Small Parks tractor
- Bobcat and attachments
- Sewer cleaning machine
- Wood splitter
- Field floats

## EQUIPMENT OPERATOR 3

This is skilled, complex machine operation of a somewhat varied nature. Operator may be required to become familiar with a wide variety of attachments and may be required to perform labouring tasks of limited nature. Operator is required to exercise reasonable judgement and be responsible for operating machinery that possesses complex controls. Typical examples of the Equipment Operator 3 category are as follows:

- Street Maintenance Roller
- Waterworks Vi-pak
- 70 h.p. large parks tractor (farm or industrial type)
- 2-4-D-Sprayer (Hydraulic).

## EQUIPMENT OPERATOR 4

This is skilled, complex machine operation of a somewhat varied nature. Operator may be required to become familiar with a **wide variety of attachments** and may be required to perform labouring tasks of limited nature. Operator is required to exercise reasonable judgement and be responsible for operating machinery that possesses complex controls. Operators are responsible for cleaning and routine maintenance and keeping a log on a daily basis. Typical examples of the Equipment Operator 4 are as follows:

- Belt loader
- Slope runner, tree spade, park master
- Auger/Crane/Bucket/Trucks**
- Porta-Patcher
- Cat **941/955** types.

## EQUIPMENT OPERATOR 5

This is a skilled complex machine operation of a varied nature. Operator may be required to become familiar with a wide variety of attachments and may be required to perform labouring tasks of limited nature. The operator is required to use superior judgement in the operation of equipment having complex controls. Duties **shall** include cleaning and performing routine maintenance and keeping a daily log. Typical examples of the Equipment Operator 5 are as follows:

- Rubber Tire or Small tracked Backhoe
- Mobil or Elgin Sweeper
- cat 977**
- Front End Loader
- Snow Blast
- Aerial Truck
- Large construction roller
- Allat Paver
- Paint Truck.

## **EQUIPMENT OPERATOR 6**

This is skilled complex machine operation of a varied nature. Operator is required to become familiar with a wide variety of attachments and may occasionally be required to perform labouring tasks. Operator is required to use superior judgement in the operation of equipment having complex controls. Operator performs routine machine servicing and maintenance, keeps a log and assists, if required, mechanic in repairs. Equipment may be operated in traffic or other adverse conditions. Typical machine:

Super-Snooper (two operators required)  
Terragators

## **EQUIPMENT OPERATOR 7**

This is a highly skilled operation of unique machines involving complex controls and working to close tolerances. Duties may include training junior operators and directing other employees on the job site. Operator must be familiar with a wide variety of attachments and is expected to exercise sound judgement when operating this complex equipment. Operators are also responsible for cleaning and routine maintenance and keeping a log on a daily basis. Examples of an Equipment Operator category are as follows:

Large Paver  
Gradall  
Dragline  
Large Track Back-Hoe  
Grader (finishing)  
"Grove" Crane  
Hopto '900'.

**SCHEDULE B: RATES OF PAY***501A*  
1**CUPE LOCAL 37**

<u>ASS</u>	<u>DESCRIPTION</u>				
-3260	Apprentice (Automotive Mechanic)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
-3250	Apprentice (Blacksmith)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
-3252	Apprentice (Heavy Duty Mechanic)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
52-3253	Apprentice (Machinist)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
-3254	Apprentice (Millwright)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
-3255	Apprentice (Painter)				
	N.H.	14.26	14.26	14.35	16.10
	1992-94	15.42	15.42	15.54	17.43

<u>CLASS</u>	<u>DESCRIPTION</u>				
52-3242	Apprentice (Plumber)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
52-3256	Apprentice (Steel Fabricator)				
	N.H.	14.26	14.26	14.93	16.75
	1992-94	15.42	15.42	16.16	18.13
52-3257	Apprentice (Welder)				
	N.H.	14.26	14.93	16.75	
	1992-94	15.42	16.16	18.13	
52-3259	Apprentice (Zookeeper)				
	N.H.	14.26	14.26	14.26	58
	1992-94	15.42	15.42	15.42	16.87

<u>ASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-1994</u>	
-2109	Adopt-a-Park Attendant	14.90	16.12
-2535	Asphalt Rakerman	15.64	16.92
-2230	Assistant Lifeguard	13.15	14.23
-3429	Assistant Sign Painter	15.33	16.59
-2870	Automotive Serviceman 1	14.50	15.68
-2871	Automotive Serviceman 2	15.33	16.59
-2872	Automotive Serviceman 3	15.98	17.28
-1961	Building Maintenance Worker 1	15.33	16.59
-1962	Building Maintenance Worker 2	15.98	17.28
-1963	Building Maintenance Worker 3	16.49	17.85
-1964	Building Maintenance Worker 4	16.94	18.34
-2917	Building Repairman 1 (see Note 1)	13.74	14.86
-2919	Building Repairman 2	14.90	6.12
-2112	Commissary Keeper	14.90	6.12
-2837	Concrete Finisher	15.98	7.28
-2278	Conservatory Attendant <b>(Incumbents #026392 &amp; #016678 only)</b>	16.94	18.34
-2524	Container Maintenance Man	15.64	16.92

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-199</u>	
52-1933	Custodial Worker	13.77	14.89
52-2595	Depot Yardman	14.26	15.42
52-1771	Distribution Control Worker	17.50	18.95
52-2561	Equipment Operator 1	14.50	15.68
52-2566	Equipment Operator 2	14.90	16.12
52-2572	Equipment Operator 3	15.33	16.59
52-2581	Equipment Operator 4	15.64	16.92
52-2582	Equipment Operator 5	15.98	17.28
52-2567	Equipment Operator 6	16.49	17.85
52-2584	Equipment Operator 7	16.94	18.34
52-2586	Equipment Operator (Ogden landfill site)	16.49	17.85
52-2274	Facility Attendant (Arena/Athletic Park)	14.90	16.12
<b>52-0588</b>	<b>Field Storekeeper</b>	17.85	19.31
52-2220	Fitness Instructor	14.90	16.12
52-3415	Fitter Fabricator	16.49	17.85
52-2852	Form Setter	15.98	17.28
52-2574	Front End Loader (Asphalt, Concrete, Crusher)	15.98	17.28



<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-1994</u>	
2-2569	Front End Loader Operator (Solid Waste Services)	15.98	17 28
2-2107	Gardener	16.94	18 34
2-2103	Gardener Trainee	15.08 16.10	16 32 17 42
2-2115	Golf Course Marshall	13.15	14 23
2-2579	Grademan	14.50	15 68
2-2126	Greenskeeper 1	16.94	18 34
2-2127	Greenskeeper 2	17.85	19 31
2-2125	Grower/Greenhouse	16.94	18 34
2-2941	Groundskeeper(WWTP)	15.33	16 59
2-2245	Ice Marshall	13.15	14 23
2-2124	Indoor Gardens Attendant	15.33	16 59
2-2123	Interior Plantscape Attendant	14.50	15 68
2-3387	Journeyman 1 (Automotive Mechanic)	18.21	19 71
2-3386	Journeyman 2 (Automotive Mechanic)	18.95	20 50
2-3381	Journeyman 1 (Heavy Duty Mechanic)	18.21	19 71
2-3382	Journeyman 1 (Heavy Duty Mechanic, Field Service)	18.56	20 08

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-1994</u>	
52-3400	Journeyman 1 (Welder)	18.21	19.71
52-3403	Journeyman 1 (Welder, Field Service)	18.56	20.08
52-3383	Journeyman 2 (Heavy Duty * Mechanic)	18.95	20.50
52-3385	Journeyman 2 (Relief)	19.54	21.14
52-3401	Journeyman 2 (Welder)	18.95	20.50
52-3391	Journeyman 1 (Blacksmith)	18.21	19.71
52-3390	Journeyman 1 (Blacksmith, Field Service)	18.56	20.08
52-3416	Journeyman 1 (Machinist)	18.21	19.71
52-3419	Journeyman 1 (Machinist, Field Service)	18.56	20.08
52-3418	Journeyman 2 (Machinist)	18.95	20.50
52-3392	Journeyman 1 (Millwright)	18.21	19.71
52-3395	Journeyman 1 (Millwright, Field Service)	18.56	20.08
52-3404	Journeyman <i>Boom Truck</i> Operator (Truck Driver)	16.49	17.85
52-3405	Journeyman Boom Truck Operator (Repairman)	15.98	17.28
52-3425	Journeyman Painter	17.50	18.95
52-3770	Journeyman Plumber	18.21	19.71

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-1994</u>	
2-3396	Journeyman 1 (Partsperson)	17.85	19.31
2-3399	Journeyman 2 (Partsperson)	18.56	20.08
2-3358	Journeyman (Pressure Welder)	18.56	20.08
2-3359	Journeyman (Pressure Welder, Field Service)	18.95	20.50
2-3393	Journeyman (Steel Fabricator)	18.21	19.71
2-3394	Journeyman (Steel Fabricator, Field Service)	18.56	20.08
2-3406	Journeyman 2 (Steel Fabricator)	18.95	20.50
2-2501	Labourer 1	13.15	14.23
2-2511	Labourer 2	13.77	14.89
2-2521	Labourer 3	14.26	15.42
2-2504	Labourer (Garbage Pick-up)	13.88 14.50	15.02 15.68
2-2528	Labourer 4	14.90	16.12
2-2513	Labourer, Lead Hand	15.33	16.59
2-2520	Landfill Utilityman	14.39 14.99 15.64	15.58 16.21 16.92
2-1958	Lead Custodial Worker	15.33	16.59

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-199</u>	
52-1959	Lead Hand, Building Maintenance Worker	18.21	19.7
52-1960	Lead Hand, Building Maintenance Worker (Land)	17.85	19.3
52-2831	Lead Hand, Concrete Finisher	16.49	17.8
52-1969	Lead Hand, Mechanical Maintenance Worker	18.21	19.7
52-2705	Lead Hand, Operator (WTP)	18.21	19.7
52-2706	Lead Hand, Operator (Crusher Plant)	16.94	18.3
52-3432	Lead Hand, Painter	17.85	19.3
52-3433	Lead Hand, Sign Painter	18.21	19.7
52-3450	Lead Hand, Painter (Structures)	18.21	19.7
52-2629	Lead Hand, Pump Operator (Sewers)	16.94	18.3
52-2966	Lead Hand, Sweeper Serviceman	16.94	18.3
52-1920	Lead Hand, Trades & Maintenance Worker	18.56	20.0
<b>52-2607</b>	<b>Lead Hand Trainer (Streets)</b>	18.56	20.0
52-2935	Lead Hand, Zoo Building Maintenance Person	17.50	18.9
52-2529	Lead Zoo/Elephant Keeper	17.85	19.3

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-1994</u>
2-2602	Leak Locator	16.94	18.34
2-2235	Lifeguard	14.90	16.12
2-2531	Light Labourer (see Note 1)	11.99	12.98
2-2909	Maintenance Person, Sewers	16.49	17.85
2-1971	Mechanical Maintenance Worker 1	16.49	17.85
2-1972	Mechanical Maintenance Worker 2	16.94	18.34
2-1973	Mechanical Maintenance Worker 3	17.50	18.95
2-1970	Mechanical Maintenance Worker 4	17.85	19.31
2-3389	Millwright Trainee	17.50	18.95
2-2840	Parking Meter Service Worker	15.64	16.92
2-2911	Parks Irrigation Worker 1	14.90	16.12
2-2918	Parks Irrigation Worker 2	15.64	16.92
2-2924	Parks Pruner	14.50	15.68
2-2578	Paver Operator (Rear)	15.64	16.92
2-2537	Pipeman, Sewers (under 36")	15.33	16.59
2-2542	Pipeman, Sewers (36" & over)	15.64	16.92
2-2539	Pipeman, Waterworks (under 20")	15.33	16.59

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H. 1992-1994</u>	
52-2543	Pipeman, Waterworks (20' & over)	15.64	16.92
52-2992	Plant Maintenance Man 1 (WWTP)	15.98	17.28
52-2686	Plant Maintenance Man 2 (WWTP)	16.94	18.34
52-2993	Plant Maintenance Man 1 (WTP)	15.33	16.59
52-2685	Plant Maintenance Man 2 (WTP)	16.49	17.85
52-2702	Plant Operator 1 (WTP)	14.90	16.12
52-2703	Plant Operator 1 (WWTP)	14.90	16.12
52-2698	Plant Operator (Asphalt, Concrete & Crusher Plant)	15.15 15.78 16.49	16.40 17.08 17.85
52-2707	Plant Operator 2 (WTP)	15.64	16.92
52-2708	Plant Operator 2 (WWTP)	15.64	16.92
52-2699	Plant Operator 3 (Lagoons)	16.49	17.85
52-2696	Plant Operator 3 (WWTP)	16.94	18.34
52-2712	Plant Operator 3 (WTP Rover)	16.49	17.85
52-2711	Plant Operator 4 (WTP)	16.94	18.34
52-2512	Plant Utilityman (WWTP)	14.26	15.42

<u>ASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-1994</u>
2921	Playground Equipment Repairman 1	14.90	16.12
2923	Playground Equipment Repairman 2	15.33	16.59
2267	Pool Attendant	13.15	14.23
2138	Program Attendant (School Board)	15.33	16.59
2628	Pump Operator (Sewers)	15.98	17.28
2925	Repairman 1	14.50	15.68
2926	Repairman 2	14.90	16.12
2927	Repairman 3	15.33	16.59
2928	Repairman 4	15.64	16.92
2929	Repairman 5	14.70 15.30 15.98	15.90 16.56 17.28
2934	Repairman 6	16.49	17.85
2930	Repairman, Fencing	15.33	16.59
2916	Repairman (WWTP)	15.64	16.92
2257	Safety Patrol Boat Operator	15.33	16.59
2264	Sanctuary Attendant (Parks)	14.50	15.68
0107	Scale Operator/Dispatcher	14.90 15.64	16.12 16.92

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-199</u>
52-2268	Senior Attendant (Swimming Pools)	15.30 15.98	16.56 17.28
52-1770	Senior Distribution Control Worker	17.85	19.31
52-2276	Senior Facility Attendant (Arena/Athletic Park)	15.30 15.98	16.56 17.28
52-2256	Senior Safety Patrol Boat Operator	15.98	17.28
52-0589	Senior Storekeeper	18.56	20.08
52-2540	Sewer District Flushing Truck Driver	15.33	16.59
52-2991	Sewer Maintenance Man	15.33	16.59
52-2538	Sewer Maintenance Man (Pressure/Vacuum Truck)	15.98	17.28
52-2592	Sewer Maintenance Worker (Video)	15.33	16.59
52-3424	Sign Painter	17.85	19.31
52-3379	Small Motor Mechanic	17.85	19.31
52-3380	Small Motor Mechanic (Field Service)	18.21	19.71
52-0585	Storekeeper	16.94	18.34
52-0584	Storesworker	15.33	16.59
52-2110	Summer Relief Zoo Labourer (Keeper's Helper)	14.26	15.41



<u>ASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-1994</u>
2965	Sweeper Serviceman	15.98	17.28
		13.15	14.23
2234	Swimming Instructor 2	14.90	16.12
2265	Swimming Pool/Fitness Programmer	15.98	17.28
2545	Thawing Operator (Sewers-Steam)	15.98	17.28
2546	Thawing Operator (WW-Electric & Steam)	15.64	16.92
2541	Timberman	15.33	16.59
2901	Traffic Controller, Solid Waste Services	14.90	16.12
		14.90	16.12
		14.90	16.12
		15.33	16.59
		17.50	18.95
		17.85	19.31
		17.50	18.95
		17.85	19.31

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-199</u>
52-2904	Troubleman (Sewers)	16.49	17.85
52-2903	Troubleman (Waterworks)	16.49	17.85
52-2902	Troubleman (Streets - Trucks)	15.98	17.20
52-2900	Troubleman (Streets - Equipment)	16.49	17.85
52-2551	Truck Driver 1	14.26	15.40
52-2556	Truck Driver 2	14.50	15.60
52-2555	Truck Driver 3 (Sanitation Open Truck)	14.90	16.10
52-2553	Truck Driver 3 (Zoo)	14.90	16.10
52-2557	Truck Driver 3	14.90	16.10
52-2558	Truck Driver 4	15.33	16.50
52-2562	Truck Driver 5	15.64	16.90
52-2560	Truck Driver 6	15.98	17.20
52-2587	Truck Driver 7	16.49	17.80
52-2564	Truck Driver 8	16.94	18.30
52-2601	Utility Locator	16.94	18.30
52-2550	Utility Worker	15.33	16.50
52-2609	Vehicle and Equipment Trainer	18.56	20.00

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>N.H.</u>	<u>1992-1994</u>
2597	Vehicle and Equipment Trainer (sewers)	18.02	19.31
2598	Vehicle and Equipment Trainer (Streets)	16.94	18.34
2573	Video Operator(Sewers)	16.49	17.85
0101	Weighman	14.90	16 12
0103	Weighman (Solid Waste Services)	15.64	16.92
2591	Whitewing	14.26	15.42
2936	Zoo Building Maintenance Man	16.94	18.34
1929	Zoo Custodial Worker	13.77	14.89
2527	Zoo Custodial Worker 2	14.26	15.42
2530	Zoo/Elephant Keeper	17.50	18.95
2519	Zoo Facility Attendant	14.90	16 12
2533	Zookeeper	16.94	18.34
2536	Zookeeper (Zoo Ranch)	16.94	18.34
2534	Zoo Labourer	14.26	15.42

## NOTES:

1. Where an incumbent employee has spent ninety (90) days in an unrated position (as shown by classification below), a Position Analysis Questionnaire shall be filled out by the incumbent employee and a rating shall be effected. Where the revised hourly pay rate results in an upgrade, retroactivity shall be effective from the date the incumbent employee commenced in that classification.

These classifications are:

52-2917	Building Repairman 1
52-2531	Light Labourer

2. Hourly pay rate incremental increases, where applicable, shall be on a six (6) month basis.
3. An employee with recall rights, who returns for second and subsequent seasons of employment and is employed in a classification for which there is a scale pay increments, shall be credited with previous time worked in the same classification.
4. Employees hired subsequent to July 24, 1989:

New Hire employees shall be paid at the New Hire (N.H.) hourly pay rate and then shall be paid at the prevailing hourly pay rate upon the accumulation of **nineteen** hundred and **eighty-three** point six (1983.6) straight time hours of work.

If reporting pay is paid or part shifts worked, complete shift credits shall be added to that accumulation.

An accumulated total of ten (10) or more days of absence from work shall extend **the** completion of **the nineteen hundred and eighty-three point six (1983.6)** straight time hours of work by **the** total days of absence.

New Hire employees shall be paid on class codes denoted as 52-7xxxx (e.g 52-72501 - Labourer I).

## SCHEDULE C: BASIC TOOLS

### BASIC TOOL REQUIREMENTS

Journeyman Machinists, Automotive Mechanics, Heavy Equipment Mechanics and Small Motor Mechanics, Millwrights, and related Apprentices.

3	<u>Tool Boxes</u>	- 5 drawer chest - tote box with tray - roller cabinet
3	<u>Hammers</u>	- 16 oz. ball peen - 24 oz. ball peen - 32 oz. ball peen
10	<u>Punches &amp; Chisels</u>	- assorted
7	<u>Assorted Pliers</u>	- WP Pliers - 6" side cut - 6" SI joint - 4" side cut - 8" SI joint - 7" needler - 10" SI joint
6	<u>Screw Drivers</u>	- assorted
3	<u>Adjustable Wrenches</u>	- 6" - 10" - 15"
1	<u>Putty Knife</u>	
1	<u>Tin Snips</u>	
1	<u>Pair of Scissors</u>	
1	<u>Pair of Vice Grips</u>	
2	<u>Pipe Wrenches</u>	- 8" & 14"
1	<u>Open End Wrenches</u>	- set, 3/8" to 3/4"
1	<u>Combination Wrenches</u>	- set, 3/8" to 1"
1	<u>Flashlight</u>	- 330 Eveready
1	<u>1/4" Drive Socket Set</u>	
1	<u>3/8" Drive Socket Set</u>	
1	<u>3/8" Flex Sockets</u>	
1	<u>1/2" Drive Sockets</u>	
1	<u>1/2" Drive Deep Sockets</u>	
1	<u>3/4" Drive Socket Set</u>	
1	<u>Set Ignition Wrenches</u>	

<u>Circuit Tester</u>	
<u>Brake Adj. Tool</u>	
<u>Battery Post Cleaner</u>	
<u>Steel Tape</u>	- 8' Lufkin
<u>Steel Rule</u>	
<u>Assorted Pry Bars</u>	
<u>Hack Saw Frame</u>	
<u>Set Drills</u>	- 1/16" to 1/2"
<u>Flare &amp; Cutting Set</u>	
<u>Mechanical Finger</u>	
<u>Set Allen Wrenches</u>	
<u>Calipers</u>	- MAVF 6"
<u>Set Feeler Gauges</u>	
<u>Cotter Pin Puller</u>	
<u>Inspection Mirror</u>	
<u>Chain Wrench</u>	
<u>Brake Spring Pliers</u>	
<u>Impact &amp; Sockets</u>	- 1/2" Drive
<u>Wire Crimper Pliers</u>	- 1963 Vaca
<u>Magnet</u>	
<u>Retaining Ring Pliers</u>	- Universal Round Nose
<u>Lock Ring Pliers</u>	- Flat Nose
	<hr/>
	\$ 3,750.00

**Purpose of Allowance to maintain effectiveness of Basic Tool Set.**

**Tools now in possession of Mechanics subject to periodic inspection**

**When applicable, tools must be of replacement guarantee quality**

**Equivalent may be substituted for brand names**

**SCHEDULE D: BASIC TOOLS • MILLWRIGHTS-  
WASTEWATER TREATMENT PLANTS**

1	<u>Tool Box</u>	• drawer chest & roller cabinet	
	Proto 9936		
3	<u>Hammers</u>	• 16 oz. ball peen Proto 13 • 24 oz. ball peen Proto 13 • 32 oz. ball peen Proto 13	
1	<u>Punch &amp; Chisel Set</u>	• assorted	Proto 2
7	<u>Pliers</u>	• WP Pliers • 6" side cut • 6" slip joint- 4" side cut • 8" slip joint- 7" needle r • 10" slip joint	
1	<u>Scriber</u>		
6	<u>Screw Drivers</u>	• assorted	
3	<u>Adjustable Wrenches</u>	• 6" • 10" • 15"	Proto 706 Proto 710 Proto 715
1	<u>Scraper</u>		
1	<u>Tin Snips</u>		Proto 312
1	<u>Pair of Scissors</u>		
1	<u>Pair of Vise Grips</u>		Proto 292
3	<u>Pipe Wrenches</u>	1-8" 2-14"	Proto 808 Proto 814
1	<u>3/8" Drive Socket Set</u>	• Metric & Standard	Proto 500
1	<u>1/2" Drive Socket Set</u>	• 3/8" - 1 5/16"	Proto 540
1	<u>11/2" Drive Deep Socket Set</u>	• Metric & Standard 3/8" - 1 5/16"	Proto 530
1	<u>Combination Wrench Set</u>	• 5/16" - 1 1/4"	Proto 120
1	<u>Taw Measure</u>	• 12"	
1	<u>6" Steel Ruler</u>		
1	<u>Hacksaw Frame</u>		Proto 352
3	<u>Pry Bars</u>		Proto 210



<u>Sets Allen Wrenches</u>	• Metric & Standard	Proto <b>4972</b>
<u>Sets Feeler Gauges</u>	• Metric & Standard	Proto <b>000AA</b>
<u>Inspection Mirror</u>		Proto <b>2373</b>
<u>Magnet</u>		Proto <b>2375</b>
<u>Snap Ring Plier Set</u>		Proto <b>380</b>
<u>Combination Wrench</u>	• 1 5/16" Standard 6"	Proto <b>1242</b>
<u>Vernier</u>	• Dial Gauge	
<u>Vernier</u>	• 0" - 1" & 1" - 2"	
<u>Micrometer</u>		
<u>Torque Wrench.</u>		
<u>1/2" Drive</u>	• 50 - 250 ft. lb.	Proto <b>6013</b>
<u>Prill Index Box</u>	• 1/16"	
	• 1/2"	Dormer <b>409029</b>
<u>Tool Box w/Tote Tray</u>	• 10" x 10" x 18"	
<u>Combination Square Set</u>		
<u>Set Calipers</u>	• 8" divider/inside/outside	
<u>18" Chain Wrench</u>		
<u>Thread Gauges</u>	• Metric & Standard	
<u>Dial Indicator &amp; Magnetic Base Set</u>		

**\$ 3,750.00**

All tools Proto or equivalent

Purpose of Allowance to maintain effectiveness of Basic Tool Set.

Tools now in possession of Mechanics subject to periodic inspection.

When applicable, tools must be of replacement guarantee quality.

Equivalent may be substituted for brand names.

SCHEDULE E: BASIC TOOLS • MILLWRIGHTS •  
WATER TREATMENT PLANTS

- 1 **Tool Box** - 5 drawer chest
- 3 **Hammers**
  - 16 oz. ball peen
  - 24 oz. ball peen
  - 32 oz. ball peen
- 1 **Punch & Chisel Set** • assorted
- 7 **Pliers**
  - WP Pliers • 6" side cutter
  - 6" slip joint • 4" side cutter
  - 8" slip joint • 7" needle nose
  - 10" slip joint
- 6 **Screw Drivers** • assorted
- 3 **Adjustable Wrenches** - 6", 10" and 15"
- 1 **Scraper**
- 1 **Tin Snips**
- 1 **Pair of Scissors**
- 1 **Pair of Vise Grips**
- 2 **Pipe Wrenches** - 8" and 14"
- 1 **Flashlight**
- 1 **3/8" Drive Socket Set**
- 1 **1/2" Drive Socket Set**
- 1 **11/2" Drive Deep Socket Set**
- 1 **3/4" Drive Socket Set**
- 1 **Combination Wrench Set** - 5/16" - 1 1/4"
- 1 **Tape Measure**
- 1 **6" Steel Ruler**
- 1 **Hacksaw Frame**
- 3 **Pry Bars**
- 1 **Set Allen Wrenches**
- 1 **Set Feeler Gauges**
- 1 **Inspection Mirror**
- 1 **Magnet**
- 1 **Snap Ring Plier Set**
- 1 **Combination**

<u>Wrench</u>	• 1 5/16"
<u>Combination</u>	
<u>Wrench</u>	• 1 3/8"
<u>Combination</u>	
<u>Wrench</u>	• 1 7/16"
<u>Combination</u>	
<u>Wrench</u>	• 1 1/2"
<u>Vernier or</u>	• Standard
<u>Vernier</u>	• Dial Gauge
<u>Micrometer</u>	• 0" - 1"
<u>Torque Wrench</u>	
<u>1/2" Drive</u>	• 50 - 250 ft. lb.
<u>Drill Index</u>	• 1 1/16" - 1/2"
<u>Dead Blow</u>	
<u>Hammer</u>	• 3 lb.

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**\$ 3,750.00**

Purpose of Allowance to maintain effectiveness of Basic Tool Set.

Tools now in possession of Mechanics subject to periodic inspection.

When applicable, tools must be of replacement guarantee quality.

Equivalent may be substituted for brand names.

## SCHEDULE F: BASIC TOOLS REQUIREMENTS- STEEL FABRICATORS

- 2 Hammers - 1/2 lb.
- 2 lbs.
- Wrenches - 3/8" to 1"
- 8" adjustable
- 12" adjustable
- 12" pipe and 1 set of Allen
- 1 set Allen wrenches
- 2 Calipers - 6" vernier
- 2 Square - 8" dividers
- 12" combination
- 6" tri square
- 1 Protractor - 0 to 180 degrees
- 2 Rule - 6"
- 12" tape
- 1 Compass - 8"
- Sockets - 1 set 3/8" drive
- 1 set 1/2" drive
- Screwdrivers - 1 set (Flat)
- 1 set of Phillips
- 1 set of Robertson
- Punch - 1 set of three (pin)
- 1 set of two (centre)
- Scriber - 1 set of two
- Chisel - 1 set
- 1 Hacksaw Frame
- 1 Tin Snips
- 2 Pliers - vise grip
- diagonal slip joint
- 1 Soapstone Holder
- 1 Tool Box

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\$ 1,250.00

**Purpose of Allowance to maintain effectiveness of Basic Tool Set.**

**Tools now in possession of Steel Fabricators subject to periodic inspection.**

**When applicable, tools must be of replacement guarantee quality.**

**Equivalent may be substituted for brand names.**

## SCHEDULE G: CLOTHING

The employee shall be responsible for the reasonable care and cleaning of clothing issued under this Schedule. Replacement of clothing items shall be at the discretion of the City, dependent on wear and usage, and upon presentation of former issue for replacement. Employees shall bear the cost of replacement where a former issue cannot be presented. All items of clothing shall be returned upon termination, or the employee shall have deducted the cost of same (last issue only).

### NOTE:

- A. All employees required by the City to perform outdoor work in wet weather shall be provided with 'rain wear' (RW) as required, as a rack item.
- B. All employees working in wet conditions shall be provided with "rubber boots" (RB), or if due to health restrictions "rubber overshoes", as required.
- C. Where this Schedule provides for "work boots" (WB) employees shall be required to purchase same and shall be provided with a credit of thirty-five dollars (\$35) except Streets Tarmaintenance Operators and Oil Distributors who shall have "work boots" provided by the City.
- D. Employees assigned to work in higher classifications shall only receive issues of clothing not referenced in previous worked classifications.
- E. Where this Schedule provides for "appropriate gloves" (AG), this shall be defined as:

leather (roper, unlined) and  
rubber (gauntlet type)

Where this Schedule provides for coveralls(C), employees may request to replace same with bib and brace overalls, subject to Occupational Health and Safety Regulations regarding protective wear.

All employees required by the City to perform outdoor work in cold weather shall be provided with "Hard Hat Liner" (HHL) or "Hard Hat Balaclava" (HHB).



## Abbreviations

C	Coveralls	RO	Rubber Overshoe?
AG	Appropriate Gloves	WB	Work Boots
LG	Leather Gloves	SL	Slicker
RG	Rubber Gloves	RW	Rainwear
CG	Cotton Gloves	LA	Leather Apron
<b>WG</b>	<b>Welding Gloves</b>	RA	Rubber Apron
WM	Welding Mitts	PS	Protective Suit
MW	Mitts, Winter	WP	Winter Parka
M	Mitts	DC	Disposable Coveralls
ML	Mitt Liners	NJ	Nylon Jacket
SM	Smock	LJ	Leather Jacket
B	Bibs	LP	Leather Pants
RB	Rubber Boots	<b>LGG</b>	<b>Linesman Gloves</b>
<b>HHL</b>	<b>Hard Hat Liner</b>	<b>HHB</b>	<b>Hard Hat Balacava</b>

CLASS	DESCRIPTION	ISSUE
52-3260	Apprentice (Automotive Mechanic)	Tied to Journeyman
52-3250	Apprentice (Blacksmith)	Tied to Journeyman
52-3252	Apprentice (Heavy Duty Mechanic)	Tied to Journeyman
52-3253	Apprentice (Machinist)	Tied to Journeyman
52-3254	Apprentice (Millwright)	Tied to Journeyman
52-3255	Apprentice (Painter)	Tied to Journeyman
<b>52-3242</b>	Apprentice ( <b>Plumber</b> )	<b>Tied to Journeyman</b>
52-3256	Apprentice (Steel Fabricator)	Tied to Journeyman
52-3257	Apprentice (Welder)	Tied to Journeyman
52-3259	Apprentice (Zookeeper)	Tied to Zookeeper



ISS	DESCRIPTION	ISSUE
1535	Asphalt Rakerman	C, LG
1429	Assistant Sign Painter	AG, SM or A
1870	Automotive Serviceman 1	C, AG
1871	Automotive Serviceman 2	C, AG
1872	Automotive Serviceman3	C, AG
961	Building Maintenance Worker 1	RG
962	Building Maintenance Worker 2	C, AG
963	Building Maintenance Worker 3	C, AG
964	Building Maintenance Worker 4	C, AG
965	Building Maintenance Worker 5	C, AG
1917	Building Repairman 1	C, AG, rack WP
1919	Building Repairman 2	C, AG, rack WP
1112	Commissary Keeper	C, AG
1837	Concrete Finisher	C or Bib, LG
1278	Conservatory Attendant (incumbents #026392 & #016678 only)	C, AG, RB

CLASS	DESCRIPTION	ISSUE
52-2524	Container Maintenance Man	C, AG, RB, RW
52-1193	Custodial Worker (Police) (Structures & Facilities)	RG AG
52-2595	Depot Yardman	C, LG
52-1771	Distribution Control Worker	C, AG
52-2532	Elephant Trainer	C, AG, LGG
52-2561	Equipment Operator 1	C, LG
52-2566	Equipment Operator 2	C, LG
52-2566	Equipment Operator 2 (Sewer Cleaning Mach.)	C, AG, RW, RE
52-2572	Equipment Operator 3	C, LG
52-2581	Equipment Operator 4 (Traffic Operations)	C, LG, AG
52-2582	Equipment Operator 5	C, LG
52-2567	Equipment Operator 6 (Traffic Operations)	C, LG, AG
52-2584	Equipment Operator 7 (Traffic Operations)	C, LG, AG
52-2586	Equipment Operator (Ogden, landfill site)	C, LG, MW, RV RB, ML
52-2274	Facility Attendant (Arena/Athletic Park)	LG, rack C, RC

CLASS	DESCRIPTION	ISSUE
2852	Form Setter	C, AG
2574	Front End Loader (Asphalt, Concrete, Crusher)	C, LG
2569	Front End Loader Operator <b>(Solid Waste Services)</b>	C, LG, MW, RW, RB, ML
2107	Gardener	C, AG
2103	Gardener Trainee	C, AG
2579	Grademan	C, LG
2126	Greenskeeper1	C, AG
2127	Greenskeeper2	C, AG
2125	Grower/Greenhouse	C, AG, RB
2941	Groundskeeper(WWTP)	C, LG
2245	Ice Marshall	LG, NJ
2124	Indoor Gardens Attendant	C, AG, RB
2123	Interior Plantscape Attendant	RG
3387	Journeyman 1 (Automotive Mechanic)	C, LG, CG
3386	Journeyman 2 (Automotive Mechanic)	C, LG, CG
3381	Journeyman 1 (Heavy Duty Mechanic)	C, LG, CG

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
52-3382	Journeyman 1 (Heavy Duty Mechanic Field Service)	C, LG, CG, WP,
52-3400	Journeyman 1 (Welder)	C, rack LA, LJ, L WM or <b>WG</b>
52-3403	Journeyman 1 (Welder, Field Service)	C, WM, WP, RB, rack LA, LJ,
52-3383	Journeyman 2 (Heavy <b>Duty</b> Mechanic)	C, LG, CG
52-3401	Journeyman 2 (Welder)	C, rack LA, LJ, L WM or <b>WG</b>
52-3391	Journeyman 1 (Blacksmith)	C, <b>LGG</b> , LA
52-3390	Journeyman 1 (Blacksmith, Field Service)	C, <b>LGG</b> , LA, WF
52-3416	Journeyman 1 (Machinist)	<b>SM</b> , <b>LGG</b>
52-3419	Journeyman 1 (Machinist Field Service)	<b>SM</b> , <b>LGG</b> , WP
52-3418	Journeyman 2 (Machinist)	<b>SM</b> , <b>LGG</b>
52-3392	Journeyman 1 (Millwright)	C, <b>LGG</b>
52-3395	Journeyman 1 (Millwright, Field Service)	C, <b>LGG</b> , WP
52-3395	Journeyman 1 (Millwright) WTP WWTP	C, LG, Rack Wf C, LG, RB, Rac WP

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
3425	Journeyman Painter	C
3770	Journeyman Plumber	C, AG
3396	Journeyman 1 (Partsperson) WWTP	C or SM, LG C, AG, RackWP
399	Journeyman 2 (Partsperson)	C or SM, LG
358	Journeyman (Pressure Welder)	C, WM, rack LA, LJ, LP
3359	Journeyman (Pressure Welder, Field Service)	C, WM, WP, RE, rack LA LJ, LP
393	Journeyman (Steel Fabricator)	C, LGG, rack LA, LJ
394	Journeyman (Steel Fabricator, Field Service)	C, LGG, WP, rack LA, LJ
501	Labourer 1	C, LG (excepting Parks/Recreation seasonals)
511	Labourer 2  (Traffic Operations)	C, LG (excepting Parks/Recreation seasonals) <b>AG</b>
521	Labourer 3	C. AG

CLASS	DESCRIPTION	ISSUE
52-2504	Labourer (Garbage Pick-up) (Solid Waste Services)  (Parks)	C, AG, MW, RW RB, ML C, LG
52-2528	Labourer 4	C, AG
52-2528	Labourer 4 (Tarkettle)	WB, WM, LG, C (2 pair/year)
52-2520	Landfill Utilityman	C, LG, MW, RW, ML
52-1960	Lead Hand Building Maintenance Worker	C, AG
52-2831	Lead Hand Concrete Finisher	C or Bib, AG
52-1969	Lead Hand Mechanical Maintenance Worker	C, AG
52-2706	Lead Hand Operator (Crusher Plant)	C, LG
52-3432	Lead Hand Painter	LG, SM or A
52-3433	Lead Hand Sign Painter	AG, SM or A
52-3450	Lead Hand Painter (Structures)	C, AG
52-2966	Lead Hand Sweeper Serviceman	C, LG
52-2935	Lead Hand Zoo Building Maintenance Person	C, LG

<b>SS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
502	Leak Locator	C, AG
531	Light Labourer	C, LG
909	Maintenance Person. Sewers	C, AG
971	Mechanical Maintenance Worker 1	C, AG
972	<b>Mechanical</b> Maintenance Worker 2	C, AG
973	Mechanical Maintenance Worker 3	C, AG
970	Mechanical Maintenance Worker 4	C, AG
340	Parking Meter Service Worker	C, Rack SM, AG, WB, WP, Rack RW
911	Parks irrigation Worker 1	C, AG
918	Parks Irrigation Worker 2	C, AG
924	Parks Pruner	C, LG
578	Paver Operator (Rear)	C, LG
537	Pipeman, Sewers (Under 36')	C, AG, RB, Waders, RW
542	Pipeman, Sewers (36' & over)	C, AG, RB, Waders, RW

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
52-2539	Pipeman. Waterworks (under 20" )	C, AG, RB, Waders, RW
52-2543	Pipeman, Waterworks (20' & over)	C, AG, RB, Waders, RW
52-2992	Plant Maintenance Man 1 (WWTP)	C, AG
52-2686	Plant Maintenance Man 2 (WWTP)	C, AG
52-2993	Plant Maintenance Man 1 (WTP)	C, AG
52-2685	Plant Maintenance Man 2 (WTP)	C, AG
52-2702	Plant Operator 1 (WTP)	C, AG
52-2703	Plant Operator 1 (WWTP)	C, AG
52-2698	Plant Operator (Asphalt, Concrete & Crusher Plant)	C, AG, tack W
52-2707	Plant Operator 2 (WTP)	C, AG
52-2708	Plant Operator 2 (WWTP)	C, AG
52-2699	Plant Operator 3 (Lagoons)	C, AG
52-2696	Plant Operator 3 (WWTP)	C, AG
52-2709	Plant Operator 3 (WTP)	C, AG



<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
2712	Plant Operator 3 (WTP Rover)	C, AG
2711	Plant Operator 4 (WTP)	C, AG
2512	Plant Utilityman (WWTP)	C, AG
2921	Playground Equipment Repairman 1	C, LG
2923	Playground Equipment Repairman 2	C, LG
2628	Pump Operator (Sewers)	C, AG, Waders, RB, RW
2925	Repairman 1	C, AG
2926	Repairman 2	C, AG
2927	Repairman 3	C, AG
2928	Repairman 4	C, AG
2929	Repairman 5	C, AG
2934	Repairman 6	C, AG
2930	Repairman, Fencing	C, AG
2916	Repairman (WWTP)	C, AG
2257	Safely Patrol Boat Operator	LG
2264	Sanctuary Attendant (Parks)	C, AG

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
52-2276	Senior Facility Attendant (Arena/Athletic Park)	LG, rack C
52-2256	Senior Safety Patrol Boat Operator	LG
52-2540	Sewer District Flushing Truck Driver	C, AG, Waders, F RW, RG (winter)
52-2991	Sewer Maintenance Man	C, AG, Waders, F RW, RG(winter)
52-2538	Sewer Maintenance Man (Pressure/Vacuum Truck)	C, AG, Waders, F RW, RG(winter)
52-3424	Sign Painter	AG, SM or A
52-3379	Small Motor Mechanic (F. & F.) (Traffic Operations)	C, LG, CG C, AG
52-3380	Small Motor Mechanic (Field Service) (F. & F.)	C, LG, CG, WP, F
52-0585	Storekeeper 1	C, AG, WP, Rack (Traffic Operatic
52-0584	Storesworker	C, AG, WP, Rack (Traffic Operatic
52-2110	Summer Relief Zoo Labourer (Keeper's Helper)	C, AG
52-2965	sweeper Serviceman	C, LG

CLASS	DESCRIPTION	ISSUE
345	Thawing Operator (Sewers- Steam)	C, AG, Waders, RB RG (winter)
346	Thawing Operator (WW, Electric & Steam)	C, AG, RB, RG(winter)
341	Timberman	C, AG, RB
301	Traffic Controller, Sanitation	C, AG, RW, RB, MW, ML
381	Traffic Marker	C, AG
383	Traffic Spotter	C, AG (NoteC)
304	Troubleman (Sewers)	C, AG, RB, Waders
303	Troubleman (Waterworks)	C, AG, RB
302	Troubleman (Streets - Trucks)	C, AG, RB, DISP Boots & C
300	Troubleman (Streets - Equipment)	C, AG, RB, DISP Boots & C
351	Truck Driver 1	C, AG
356	Truck Driver 2	C, AG
355	Truck Driver 3 (Sanitation Open Truck)	C, AG, RW, RB, MW, ML
353	Truck Driver 3 (Zoo)	C, AG

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>ISSUE</b>
52-2557	Truck Driver 3	C, AG
53-2557	Truck Driver 3 (Sewer)	C, AG, RW, RB
52-2558	Truck Driver 4	C, AG
52-2562	Truck Driver 5	C, AG
52-2562	Truck Driver 5 (Oil Dist.)	C, AG, WB
52-2560	Truck Driver 6	C, AG
52-2587	Truck Driver 7	C, AG
52-2564	Truck Driver 8	C, AG
52-2601	Utility Locator	C, AG
52-0101	Weighman	SM
52-0106	Weighman (Dispatch)	SM
52-0103	Weighman (Solid Waste Services)	SM
52-2591	Whitewing	C, AG, RW, MV
52-2936	Zoo Building Maintenance Man	C, AG
52-2533	Zookeeper	C, AG
52-2534	Zoo Labourer	C, AG

## SCHEDULE H: SUPPLEMENTATION OF COMPENSATION

- a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and includes any person to whom the employee and spouse stood in loco parentis.
- b) "dependent child" means an unmarried child who, at the time the employee died, was being supported by the employee and
- (i) is less than eighteen (18) years of age; or
  - (ii) is eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and is in attendance full-time at an accredited school or university, having been in such attendance substantially without interruption since he reached eighteen (18) years of age; or
  - (iii) is eighteen (18) or more years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen (18) years of age.
- c) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
- (i) a disability is severe only if by reason thereof a employee is incapable regularly of pursuing any substantially gainful occupation, and
  - (ii) a disability is prolonged only if it is determined that such disability is likely to belong, continued and of indefinite duration or is likely to result in death;

- (d) "full pay" means the monthly basic salary including **service pay that the employee was entitled to receive at the time he was disabled or killed based on confirmed position and classification or rank occupied by the employee at that time and the regular monthly hours or work applicable to that rank or position, applying thereto;**
- (i) the annual career progression to that level which the employee would have automatically progressed only by reason of time in **classification or rank had he not been disabled or killed excluding any anticipated career progression which involves any formal qualifications other than service time, irrespective of whether the employee held the qualification at the time he was disabled or killed; and**
- (ii) any economic or salary changes negotiated from time to time in accordance with the Collective Agreement.
- (e) "Normal deductions" shall mean those items which would have been deducted from the monthly basic salary of the employee, in the normal course of events had he not been disabled or killed, **without limiting the generality of the foregoing, include any and all deductions for Federal and Provincial Income Tax according to the employee's exemption at the time he was disabled or killed, in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan or Canada Pension Plan, Union dues (applicable in disabled cases only). Unemployment Insurance Commission premiums, Group Life Insurance, Alberta Blue Cross and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the employee from time to time.**

- f) "widow" means a woman who has survived a employee to whom she was lawfully married and who was being wholly or partially supported by him at the time of his death and where there is no lawful wife at the time of death of the employee includes a common-law spouse.
- g) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by her at the time of her death and where there is no lawful husband at the time of death includes a common-law spouse.
- h) "common-law spouse" includes any man or woman who, although not legally married to an employee, lives and cohabits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne the child or children of such employee; and is generally known as the employee's spouse in the community in which they lived at the time of death of the employee.

Where an employee is disabled or killed in the course and scope of his employment with the City of Calgary as a direct result of the performance of the employee's duties as a City employee, the City shall pay to the employee, if disabled, or to the employee's widow or dependent children, if killed, the employee's full pay under the terms and conditions hereinafter set out PROVIDED that the disability or death of the employee was not due to the employee's own gross disregard or neglect of his duty or was not self-inflicted.

3. In the event an employee is killed leaving a widow surviving him under the circumstances set out in Article 2, the City shall pay to the widow monthly, subject to deductions

set out in Article 6, the full pay that the employee would have received from the City had he not been killed. The said sum to be payable from the date of death of the employee until such time as the widow remarries, or the date the employee would have been required to retire from the employ of the City, whichever is the earlier.

4. (a) In the event an employee is killed under the circumstances set out in Article 2, leaving no widow but leaving a dependent child or children surviving him, the City shall, subject to the deductions set out in Article 6, pay to each dependent child up to a maximum of four (4), monthly a sum equal to twenty percent (20%) of the full pay that the employee would have received from the City had he not been killed, the said sum to be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would have been required to retire from the employ of the City whichever is the earlier.

(b) Where the employee leaves surviving him more than four (4) dependent children, the total sum payable by the City pursuant to Article 4 (a) shall be paid to the dependent children in equal shares.

(c) A sum payable by the City pursuant to this Article shall be paid by the City as long as any child of the employee remains a dependent child.

5. In the event the widow dies subsequent to an employee having been killed without having remarried, the provisions of Article 4 shall apply to any dependent child surviving the employee and his widow.



Any sums of money payable by the City to any dependent child under the age of eighteen (18) years may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.

The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate Alberta Blue Cross Plan and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the widow or any dependent child at all times remains eligible for such coverage.

On the date that the employee would have retired from the employ of the City, had he not been killed, the City shall pay to the widow, if alive and if she has not remarried, each month an amount equal to the monthly pension to which she would have been entitled as a widow had the employee died subsequent to his retirement date, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent application to employees of the City in existence at the date that the employee would have retired from the employ of the City had he not been killed.

10. In the event an employee is disabled under circumstances set out in Article 2, the City shall pay to the employee monthly subject to the deductions set out in Article 6 full pay that he would have received from the City had he not been disabled until such time as the employee dies or the date that the employee would have been required to retire from the employ of the City whichever is earlier. PROVIDED THAT if the employee fully recovers and is capable of being employed by the City at a salary which is equal to or in excess of the employee's full pay the City's obligation herein shall cease.
11. Where a disabled employee partially recovers and the City finds alternative employment for the employee with the City or any of its associated Boards, Commissions, Authorities or Agencies which the employee is capable of performing, the full pay which the employee is entitled to receive shall be reduced by the monthly salary received from such employment.
12. A disabled employee may earn from employment, other than employment with the City or any of its associated Boards, Commissions, Authorities or Agencies, not more than twenty percent (20%) of his annual full pay without reduction in the employee's Full pay but any moneys earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this Appendix shall be administered by the Finance Department of the City of Calgary.
14. Affidavits in a form and containing such information as may be prescribed by the City shall be filed annually and on a date to be specified by the Finance Department of the City by the following persons:
  - (a) widow/widowers;
  - (b) guardians of dependent children under the age of eighteen (18) years;
  - (c) dependent children over eighteen (18) years;
  - (d) disabled employees.

Throughout this Appendix, where the term "employee" is used and where terms reflecting male and/or female gender are used, it shall be considered that either the feminine or masculine has been used where the context of the application so requires.

# LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL

RE: EQUIVALENCY RATES

The parties agree to the following conditions for employ who transferred from CUPE Local 38 as a result of certification and whose hourly pay rates were "red-circled" effective January 7, 1988:

1. In lieu of any general increases during the term of Agreement, lump sum increases shall be granted, based on the equivalent percentage of the general increase times the evaluated hourly pay rate times the number of straight time hours;
2. Such lump sums shall be paid quarterly, subject to conditions regarding pension eligibility;
3. Overtime pay shall continue to be based on the evaluated rate;
4. Relief assignments within senior classifications "equivalency" rates of pay shall continue to be paid based on the agreement with the City Personnel Services Department/Compensation Division dated February 1988;

Otherwise, all other relief assignments shall be based on the evaluated rate of that classification; and

The above applies on an "incumbent employee only" basis.

letter shall form part of this Collective Agreement

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 37

FOR THE CORPORATION OF  
THE CITY OF CALGARY

  
\_\_\_\_\_

  
\_\_\_\_\_

MANAGER, LABOUR RELATIONS  
AND SAFETY

April 23, 1993

DATE

April 21, 1993

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL

RE: LAYOFF PROCEDURE

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

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

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

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

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES. LOCAL 37

*[Signature]*  
PRESIDENT

April 23, 1993

FOR THE CORPORATION OF  
THE CITY OF CALGARY

*[Signature]*  
MANAGER, LABOUR RELATIONS  
AND SAFETY

April 21, 1993  
DATE

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

C.U.P.E. LOCAL 37

RE: HOURS OF WORK SCHEDULES

The City agrees It will not schedule more than ten per cent (10%) of the full time bargaining unit work force to schedules, that are different from those currently contemplated by the provisions of Clauses 5.02 and 5.03 of the Collective Agreement.

Prior to implementation of any such scheduling, the Union will be fully informed of all particulars, at least one month in advance.

Should the Union wish to appeal the implementation of such new schedule(s), the appeal shall be in writing to the Department Head and the responsible Commissioner. The Commissioner's decision shall be final and shall be communicated to the Secretary of the Local in writing.

Those different shift schedules presently implemented shall be included in the ten percent (10 %) limit.




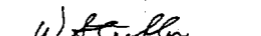
ould the City wish to exceed the ten percent (10%) limit,  
ement with the Union must be reached prior to  
ementation.

letter shall continue for the term of this Collective  
ement.

THE CANADIAN UNION OF  
IC EMPLOYEES, LOCAL 37

FOR THE CORPORATION OF  
THE CITY OF CALGARY

  
IDENT

  
MANAGER, LABOUR RELATIONS  
AND SAFETY

April 23, 1993

April 21, 1993  
DATE