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COLLECTIVE AGREEMENT made this 5th day of July, A. D., 2001

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

1.00 COVERAGE AND DEFINITIONS

1.01 Management Rights

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

1.02 Purpose and Coverage

The purpose of this Agreement is to stipulate the hourly pay rates and working conditions of those employees whose bargaining 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 this bargaining unit as a result of mutual agreement between the City and the Union or as a result of the decision of the Alberta 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) may 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, **2001** and shall continue in full force and effect to December 31, **2002**, 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 **60** days and not more than **120** days prior to the termination, or anniversary of the termination date, of this Agreement. Prenegotiation studies may be carried out if mutually agreed.

1.07 Coverage Extension

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

1.08 Plural or Feminine Terms

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

1.09 Human Resources

Whenever reference is made in this Agreement to Human Resources, it shall mean the Human Resources Business Unit of the City of Calgary.

1.10 Classifications/Rates of Pay

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

1.11 Classification Information

The City shall make available to the Union, regular reports issued by the City as to position additions and deletions from the establishment, as well as information, on request, as to job descriptions, list of positions in the bargaining unit, job classifications or reclassifications and related manuals.

1.12 Classification Change

The City has the right to set hourly pay rates on new or significantly changed jobs. Such new hourly pay rates may be appealed under the Grievance Procedure. New hourly pay rates shall be effective as of the date of establishment of the classification. New equipment shall be assigned a temporary rating within **30** days of receipt by Human Resources and a final rating **90** days after establishment of such preliminary rating.

When Human Resources requests a review based on a change of duties or as a result of a City reorganization, any resulting change in classification shall be made retroactively to the date of request, or to the date of changed duties, if such date can be positively identified. Any employee whose evaluated 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 **3** year period (as long as that employee remains in that classification), after which "red-circling" shall become effective.

The City shall advise people in over-ranged positions of sources 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 base hourly pay rate is over-ranged as a result of a review of the position by Human Resources 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 evaluated base hourly pay rate equals or surpasses the employee's "red-circled" hourly pay rate.

1.13 **Reclassification Requests**

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

1.14 **Pay Rate Decisions**

As per Clause 1.12, appeals of hourly pay rate decisions shall be forwarded to the Leader of Total Compensation, as Step One and the General Manager, Human Resources, as Step Two of the Grievance Procedure.

2.00 UNION SECURITY AND EMPLOYEE RIGHTS

2.01 **New Employees**

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

2.02 **Check Off**

All employees covered by this Agreement shall be subject to 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 duly authorized by the Union's Bylaws but not including any fines.

2.03 **Dues Deduction**

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

APPLICATION FOR MEMBERSHIP
With
Canadian Union of Public Employees
Local No. 37

In making application—

"I solemnly promise and declare that I will support and obey the Constitution of this Union, and of the Canadian Labour Congress, that I will, if within my power to do so, assist my fellow members, or their families, when they are in distress; that I will not purposely or knowingly wrong a member of the Union, or assist others in wronging him, that I will not recommend any person to become a member who I believe unworthy to be a member."

I hereby – Tender \$ _____ as payment of the Initiation Fee.

Authorize C.U.P.E. Local 37 to deduct \$ _____ as payment of the Initiation Fee.

Date _____

Signature of Applicant

LAST NAME

FIRST NAME(S)

PHONE NUMBER

ADDRESS

POSTAL CODE

OCCUPATION

PAYROLL NO.

BUSINESS UNIT

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

Signed on behalf of the Union

Date

2.04 Pay Days

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

2.05 Technological Change

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

2.06 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 rate that he enjoyed at the time of his transfer until such time as the 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 without success, the following shall apply with respect to technological change only:

After 10 years of service, and in addition to the normal notice before layoff, the employee shall receive 2 weeks at 1/2 of his regular pay for each year served beyond 10 years to a maximum of 26 weeks.

2.08 Job Stewards

The Job Steward System is accepted in principle by the City. The Union shall list with Employee Relations, Human Resources, and the work units, as per Clause 4.14, the current appointments of Union Officers and Job Stewards in each work unit.

The City shall list with the Union the City personnel in each work 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 2.12.

2.09 Representative of Canadian Union of Public Employees

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

2.10 Discrimination

The City shall not discriminate against any of its employees on account of race, religious beliefs, colour, gender, physical disability, age, marital status, ancestry, or place of origin of that person. The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

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

2.11 Equal Pay for Equal Work

The 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.

2.12 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 Executive Representative.

The 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 Job Steward, as per Clause 2.08, or other Union representative, who may grieve within **10** days of receipt, as per the Grievance Procedure.

2.13 Disciplinary Document Expiry

After 2 years' time in the case of all permanent employees, any disciplinary document shall be removed from the employee's personal record in **Human Resources, his own Business** Unit, and in the Union's file, and destroyed and not held against the employee or the City in any way. In the case of temporary employees the time of removal of the pertinent record shall coincide with the attainment of **24** cumulative months.

Any accumulation of one hundred and nineteen **119** or more days of absence from work (excluding approved vacation time) shall be added to the 2 years' time or the **24** cumulative months.

2.14 File Review

All employees shall have the right, upon request and approval, which shall not be unreasonably denied, from their Exempt Supervisor, to see their personal file, under the supervision of the City, either in their own Business Unit or Human Resources.

2.15 Notice of Resignation

Where a permanent employee resigns, he shall give the City 2 weeks' notice, in writing.

2.16 Dismissal Appeal

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

2.17 Reinstatement

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

2.18 Proper Accommodation

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

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

2.19 Occupational Health and Safety

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

2.20 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:

- Investigation of observed and reported health and safety concerns. In addition committee members shall endeavour to advise employees when they observe them performing unsafe or unhealthy acts;
- Participation in the provision of training and education in 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 or 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 Human Resources, and the Executive of the Union shall assist committee members in acquiring the basic background information and expertise to effectively analyze areas and procedures with respect to identifying potential health and safety hazards.

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

2.22 Information Exchange

The 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 Human Resources.

Copies of Committee recommendations shall be forwarded to Human Resources.

2.23 Safety - City Responsibility

It is the responsibility of the City, to make sure of the safe conditions of vehicles, tools, equipment and materials and upon becoming aware of an unsafe condition to take timely and corrective action.

2.24 Safety - Employee Responsibility

Having 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.

2.25 Unsafe Working Conditions

An 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 Health 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, sanitary or hazardous material spill clean up sites, 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 used and the proper techniques adhered to.

2.27 No Conflicting Agreements

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

2.28 Copies of the Agreement

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

2.29 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 8 calendar days. Where employees do not have access to bulletin boards, the City 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 Differences

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

An employee is expected to attempt resolution of the difference informally with the Exempt Supervisor. The employee shall have the right to have union representation. Should this fail to resolve the difference, a grievance may be submitted in writing, pursuant to Clause 3.03.

3.02 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.

3.03 Filing Time Limit

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

3.04 Filing Procedure

No grievance shall be considered except under the following procedure including specifically the placing of the grievance in writing, citing **clause(s)** pertaining to the grievance. Copies of all written grievances shall be forwarded to Employee Relations, Human Resources. Grievances shall be submitted on a form satisfactory to the Union and the City.

3.05 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 designate responsible for the work **area(s)**.

3.06 Working Days

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

3.07 Time Limit Changes

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

3.08 General (or Policy) Grievance

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

3.09 Grievance Procedure Steps

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

(1) Step One

The Job Steward, a Union Executive Representative or the CUPE National Representative shall submit the grievance in writing to the applicable Manager / Leader **or** their designate who shall hear the grievance within **2** working days of receipt of the request. **A** written response will be provided to the presenter within **2** working days of the hearing;

(2) Step Two

Within **2** working days of receipt of the response, the Job Steward, a Union Executive Representative or the CUPE National Representative may submit the grievance to the General Manager / Group Leader or his/her designate, who shall hear the grievance within **5** working days of receipt of the request. A written response shall be provided to the presenter within **5** working days of the hearing.

(3) Step Three

Within **5** working days of receipt of the response, the Union Executive Representative or the CUPE National Representative may submit a grievance arising from a termination or a policy grievance to the applicable Executive Officer who shall hear the grievance within **10** working days of receipt of the request. A written response shall be provided to the presenter within **10** working days of the hearing.

(4) Arbitration

If the decision of the General Manager / Group Leader at Step **2**, or of the Executive Officer at Step **3**, is not acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within **30** days after receipt of the decision for final and binding settlement on all parties.

Either of the parties may notify the other party in writing of its desire to submit the difference as per Clause 3.04 to arbitration, and the notice shall contain a statement of that difference and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within **7** days inform the other party of the name of its appointee to the Grievance Arbitration Board. The 2 appointees so selected shall, within **7** days of the appointment of the second of them, appoint a third person who shall be the *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 **2** appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

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

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

Each party to the difference shall bear the expense of its respective appointee to the

Grievance Arbitration Board and the **2** parties shall bear equally the expenses of the Chairperson.

The above time limits may be extended by mutual agreement.

3.10 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.

3.11 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.

3.12 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 Step 1, the work unit Job Steward, as per Clause 2.08, and one other Union representative;

At Steps 2 and 3, **3** Union representatives;

At **Arbitration**, **5** Union representatives.

4.00 SENIORITY, PROMOTION, LAYOFF AND RECALL

DEFINITIONS

4.01 Permanent Full-Time Employee

A 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.

4.02 Permanent Part-Time Employee

A permanent part-time employee shall be defined as one who has been selected or appointed, to an established part-time position, and has served the equivalent to a **6** month probationary period (992 hours), and whose work is firmly scheduled throughout the entire year on a regular basis, and whose

continuing work requires at least **992** hours of work during any consecutive **12** months. These employees shall receive the same hourly pay rate as full-time permanent employees.

4.03 Probationary Employee

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

4.04 Temporary Employee

A 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 as specified in this Agreement.

4.06 Part-time Employee

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

4.07 On-Call Employee

An "On-Call" employee shall be designated as one filling a non-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. No 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 Business **Unit**.

4.09 Provisional Position

If no established position becomes available after **24** months of continuous, full time work in a work unit, the 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 **9th** and **21st** month of continuous service for those temporary full time employees. Any accumulation of **10** or more days of absence from work shall be added to the stipulated **24** month period.

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

4.10 Probationary Period

A complete **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 **10** or more days of absence from work shall be added to the stipulated **6** month period. Probationary status reports shall be completed at the **3rd** and **5th** month of the probationary period. The probationary period may be extended as required following mutual agreement with the Union.

4.11 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.

4.12 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.

4.13 Seniority

Seniority is defined as the length of service, subject to Clause 4.31, within the work unit, as per Clause 4.14.

4.14 Work Units

Work Units are defined as:

Utilities and Environmental Protection

- 1.1) Solid Waste Services
- 1.2) Wastewater and Drainage Systems Maintenance, Construction and Public Response
- 1.3) Wastewater and Drainage Treatment Plants
- 1.4) **Calgro**
- 1.5) Calgary Waterworks Distribution Control (**includes** Meters)
- 1.6) Calgary Waterworks Treatment Plants

Strategic Services

- 2.1) Structures and Facilities

Corporate Services

- 3.1) Fleet Services
- 3.2) Supply Management Services

Community Vitality and Protection

- 4.1) Park Development and Operations (includes **Inglewood** Bird Sanctuary)
- 4.2) Cemeteries
- 4.3) Golf Courses
- 4.4) Pools, Leisure Centre Pools and Boat Patrol
- 4.5) Arenas/Athletic Parks, Leisure Centre Arenas & Maintenance

- 4.6) Art Centres and Science Centre
- 4.7) Zoo Animal Care
- 4.8) Zoo Horticulture
- 4.9) Calgary Police Service Maintenance Branch
- 4.10) Calgary Police Service Transport Branch

Land Use and Mobility

- 5.1) Calgary Roads Maintenance, Construction, and Materials Plants
- 5.2) Traffic Operations
- 5.3) Parking Meters
- 5.4) Bridge Maintenance

APPLICATION OF SENIORITY

4.15 Selections

In 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.

4.16 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.

4.17 Posting of Positions

The City shall have the sole right to make the decision as to whether vacant positions shall be posted. When a position is posted, such posting shall be for a period of 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 of Clause 4.15, with first consideration given to employees in the work unit, then from the Business Unit, then from outside the Business Unit within the bargaining unit, and final consideration to other employees.

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

4.19 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 applicants and the appointee's name and Business Unit 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 that former position for a period not to exceed the period specified in Clause 4.10, from date of transfer or promotion. Any 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 that former position for a period not to exceed the period specified in Clause 4.10, from date of transfer or promotion. Any employee affected by such reversion shall also be returned to his former position.

4.21 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.

4.22 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 other than seasonal requirements, exceeds 6 months.

4.23 Notice of Layoff

All employees who have been employed for more than 3 continuous months shall receive 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

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

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

4.25 Recall Rights

Employees laid off after completing an initial period of **4** or more month's work in a continuous period of service in a work unit shall be recalled, by order of seniority, provided they have the required qualifications, as per Clause 4.15, to perform the duties for the positions to be filled. Recall rights shall apply only in the work units in which such work time was attained.

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 **12** months from the date of offer.

4.27 Special Skills

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

4.28 No New or Previous Employees

No new or previous employees, shall be hired until those permanent and temporary employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the required qualifications, as per Clause 4.15, to satisfactorily perform the work available in the work unit.

4.29 Recall for Employment of Short Duration

An 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 of a reasonably longer duration than that offered by the City. The provisions of Clause 4.40 shall be followed.

4.30 Lapse of Recall Rights

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

SENIORITY ADJUSTMENTS

4.31 Accumulation of Seniority

An employee's seniority date shall be adjusted to account for any leaves of absence without pay, that exceed **30** consecutive days, except as specified in Article 6.00, and as per Clause 2.17.

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 **4** regularly scheduled consecutive working days without notifying the City, unless such notice was not reasonably possible.
- 4) Layoff for a period of **1** year.

- 5) Decisions of a Grievance Arbitration Board.
- 6) The provisions of Clauses 4.20, 4.21, 4.26, 4.37 and 4.39.

4.33 Separation of Temporary Employees

The City shall not separate temporary employees merely to 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

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 per posted requirements, and receive such training for equipment and trucks.

An employee who is properly certified by the City as a qualified trainer 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~~ date, according to selections from posted requirements.

INFORMATION REQUIREMENTS

4.36 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.

4.37 Notice of Recall

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

4.38 Information to the City

It shall be the responsibility of each employee to keep the City informed of their current address and phone number through their work unit.

It shall be the responsibility of each previous employee on layoff with recall rights to keep Human Resources and the work unit informed of their 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 Human Resources and to 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 Human Resources 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 term.

4.41 Benefits Information

Employee benefit entitlements and participation requirements are contained within the provisions and regulations of the Agreement between the City of Calgary and the Municipal Employees Benefit Association of Calgary.

An employee who is in receipt of, or eligible for benefits, shall continue to accumulate service as per Clause 7.01 and upon notice of recall, may rest recall rights as per Clause 4.40.

5.00 HOURS OF WORK, RATES OF PAY, PAY PREMIUMS

5.01 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 to be worked.

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this Agreement, shall be **9 1/2** hours per day, **4** consecutive days per calendar week, to a total of **38** hours per week, with consecutive days off.

5.03 Standard Work Day

The standard work day shall be any **9 1/2** hours work within the **11** consecutive hours between **0700** and **1800** hours.

5.04 Twelve (12) Hour Operations

The standard hours of work shall be **12** hours per day, on a scheduled basis in which over a **6** week period of time, shall average **38** hours per week, with consecutive days off.

5.05 Non-Standard Hours of Work. Excluding Part-Time

Non-standard hours of work shall, on a scheduled basis over a **6** week or less period of time, average **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 **38** hours.

5.07 Rest Periods

All full time employees, as per Clause 5.02, shall be permitted a **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 **30** minute rest period in the first and second half of their shift, or three **20** minute breaks during the complete shift.

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

5.08 Schedules of Work

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

The City Recreation Programs and Facilities Business Unit employees shall by status be assigned shifts based on preference by seniority, within each facility, and required qualifications to perform the required work.

5.09 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 **Employee** Relations, Human Resources, to review proposed schedules of work, methods of maintaining the **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.

5.10 Working Schedule

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

5.11 Inability to Report

It shall be the responsibility of the employee to notify his Exempt Supervisor, or stipulated contact, within 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 of return.

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

5.12 Change in Work Sites

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

5.13 Transportation

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

5.14 Overtime

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

5.15 Lieu Time for Overtime

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

Such 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 (i.e. withdrawn) is not to exceed **38** overtime hours (i.e. 76 straight time hours) in any one calendar year;
- (D) Any overtime accumulated prior to December 01 must be scheduled prior to December 01 and taken before year-end, or shall be paid out;
- (E) Any overtime accumulated in December, subject to the **38** hour annual limit, can be deferred to the following year, without affecting the **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.

5.16 Overtime Distribution

The City agrees that overtime shall be distributed as equally as possible among employees qualified to **do** the work in the Operating Section. Such overtime shall be distributed as equally as possible over the **12** month period, commencing April 01 of each year.

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

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

Utilities and Environmental Protection

Solid Waste Services

1. District 1, Spy Hill
2. District 2, East Calgary
3. District 3, **Shepard**
4. Commercial Collections Operations
5. Resource Recovery Operations

Wastewater and Drainage Systems Maintenance, Construction and Public Response

6. Systems Maintenance and Public Response
7. Construction Services
8. Lift Stations, Shops, and Special Projects

Wastewater and Drainage Treatment Plants

9. Plant Operations
10. Plant Maintenance
11. **Calgro**

Calgary Waterworks Distribution Control

- 12. Distribution Control
- 13. Operations
- 14. Inspections
- 15. Meters
- 16. Stockroom

Calgary Waterworks Treatment Plants

- 17. Plant Operations
- 18. Plant Maintenance

Strategic Services

- 19. Structures and Facilities

Corporate Services

- 20. Fleet Services
- 21. Supply Management Services

Community Vitality and Protection

Park Development and Operations

- 22. Parks North
- 23. Parks South
- 24. Parks Central
- 25. Resource Management
- 26. Inglewood Bird Sanctuary
- 27. Devonian Gardens
- 28. Cemeteries

Recreational Programs and Facilities

- 29. Golf Courses
- 30. Pools, Leisure Centres, and Boat Patrol
- 31. Arenas/ Athletic Parks, Leisure Centre Arenas & Maintenance
- 32. The Science Centre and Art Centres

Community Strategies

- 33. Zoo Animal Care
- 34. Zoo Horticulture

Calgary Police Service

35. Calgary Police Service Maintenance Branch

36. Calgary Police Service Transport Branch

Land Use and Mobility

Calgary Roads

37. Roads Maintenance, District 1

38. Roads Maintenance, District 2

39. Roads Maintenance, District 3

40. Roads Maintenance, District 4

41. Roads Maintenance, District 5

42. Roads Maintenance, District 6

43. Roads Maintenance, District 7

44. Roads Plants

45. Roads Construction

46. Paving

47. Traffic Operations

48. Parking Meters

49. Bridge Maintenance

5.17 Calculation of Overtime Pay

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 off.

Work performed to the closest $\frac{1}{4}$ 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.

5.18 Overtime During Layoffs

To the extent practicable and reasonable, no regular overtime in excess of **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.

5.19 Call-Outs

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

5.20 Overtime - Rest Period(s)

A **1/2** hour paid rest period shall be allowed employees working overtime beyond their regular shift on a continuous basis. Such rest period shall occur after more than **2** hours of overtime worked and after every **4** hours of overtime worked thereafter. Where an employee is called in to work overtime, he shall receive a **1/2** hour paid rest period upon completion of each **4** hours of overtime worked.

5.21 Shift Differential

A **sixty-five cents (0.65)** per hour shift differential shall be granted to employees for any hours of their shift (excluding overtime) performed between 1800 hours and 0700 hours of the next day. Where a majority of hours of an employee's shift occur between 1800 hours and 0700 hours of the next day, the shift differential shall apply to all hours worked.

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

5.22 Shift Change Notice

24 hours notice shall be given before change of shifts. Failure to give at least **12** hours rest between shifts which are being changed as a result of this notice shall result in payment of overtime at the employee's hourly pay rate of his assigned classification for any hours worked during such normal rest periods, occurring as a regular part of any firmly scheduled shifts.

5.23 Weekend Work

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

Work performed up to and including:

| | |
|-------------|---------------|
| 2.25 hours: | 1/4 hours pay |
| 4.75 hours: | 1/2 hours pay |
| 7.25 hours: | 3/4 hours pay |
| 9.50 hours: | 1.0 hours pay |

5.24 Inclement Weather

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

Unless otherwise advised, an employee working a twelve hour shift shall report ready and available to work and shall be paid a minimum of **2.5** hours at straight time rate of pay.

5.25 Sent Home Because of Inclement Weather

If an employee works more than **2** hours in any day and is then sent home because of inclement weather, he shall receive a minimum of **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.

5.26 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.

5.27 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.

5.28 Equipment and Truck Breakdowns

As a result of an 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.

5.29 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 **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 **1st** and second **2nd** years
- **95%** of Journeyman tool allowance for the **3rd** and **4th** years.

5.30 Apprentices

Apprentice type classes are **as** follows:

| | |
|----------------------------------|----------------------------------|
| Apprentice (Blacksmith) | Apprentice (Heavy Duty Mechanic) |
| Apprentice (Motor-Auto-Mechanic) | Apprentice (Machinist) |
| Apprentice (Welder) | Apprentice (Zoo Keeper) |
| 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 1 rate |
| | Second period | - | 82% of the Journeyman 1 rate |
| | Third period | - | 92% of the Journeyman 1 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.

5.31 Pay During Apprenticeship

The City shall maintain the Apprentice's regular hourly pay rate while attending Provincial Apprenticeship Training.

5.32 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 as 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.

5.33 Uniform Issue

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

5.34 Return of Uniforms

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

5.35 Uniform Allowance

The City agrees to pay, based on a proration of time worked in the bargaining unit, an annual amount of **\$97** for permanent employees and **\$34** for temporary employees, as a uniform allowance.

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

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

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

5.36 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 **30** consecutive days, and such employee, prior to commencing leave, elects to continue benefit coverage, he shall be required to pay both the employee's and the City's share of the premiums for applicable benefits. Payment is to be made in advance and shall be based on the average earnings over a period of **6** months immediately preceding the date of such leave of absence. Seniority shall not accrue during such leave, except as provided for in other Clauses in this Article.

Where an employee has been granted leave of absence of any kind for a period of **30** days or less, such employee shall be required to pay the usual employee benefit premiums and any other levies which would normally occur had such leave 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 **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 General Leave of Absence

A permanent employee desiring a general leave of absence of any kind shall apply, in writing to the Exempt Supervisor, with a copy to the Union, no later than **2** months in advance of such leave. Applications are generally not granted during prime times as defined by the Business Units. The Exempt Supervisor shall grant or refuse the application. Should such application be refused, the employee shall have the right to appeal to the General Manager / Leader of the Business Unit through the Officers of the Union. The decision of the General Manager / Leader shall be final and shall be communicated to the Union Recording Secretary in writing.

6.03 Overstaying Leave of Absence

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

6.04 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 General Manager / Leader or his/her designate, and shall continue to accrue 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 6 months immediately preceding the date of being loaned.

6.05 Religious Leave of Absence

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

6.06 Military Leave of Absence

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

In the granting of leave of absence for military purposes it is agreed that the terms of such leave shall be in accordance with the Government of Canada regulations and any 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

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 Municipal Employees Benefit Association of Calgary and shall be subject to the provisions and/or conditions applicable to members of the Municipal Employees Benefit Association of Calgary. 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.

6.08 Union Business Leave of Absence

Any employee engaged in any Union activity or committee meeting shall have the Union request leave from the 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 5 representatives of the Union who are employees of the City who may attend the above noted committee meetings, or meetings to negotiate with the City during normal hours of work.

6.09 Bereavement Leave

When death occurs in an employee's immediate family (that is current spouse, [including common-law spouse and same gender partner], 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 7 consecutive days to attend to the responsibilities arising from the death of a member of the employee's immediate family. 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.

6.10 Bereavement Leave Extension

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

6.11 Mourner's Leave

Where the employee under Clause 6.09 does not access bereavement leave, 1 day's leave with pay shall be granted upon request for mourning purposes.

6.12 Leave to Attend Funeral

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

A pregnant employee, with 6 months continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed 27 weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, employees may be eligible for benefits as any other employee absent on sick leave. During the first 6 months of her pregnancy, such employee shall apply in writing

for maternity leave, including advice to her Business Unit of the estimated delivery date and her date of commencement of maternity leave. Maternity leave shall commence at a time designated by the employee, within **12** weeks of the estimated delivery date, but no later than the date of the birth of the child.

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

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

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

Extensions beyond the **27** week period of maternity leave, to a maximum of **3** weeks, may be granted at the discretion of the **City** provided a medical certificate is presented indicating that, due to medical conditions arising relative to the pregnancy or delivery but following the date of delivery, she is unable to return to work.

6.14 Maternity Leave - New Employees

A pregnant employee, who has less than **6** months continuous service, may apply, and at the discretion of the City, be granted maternity leave without pay on the same conditions as an employee in Clause **6.13**. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave.

6.15 Return From Maternity Leave

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

6.16 Parental Leave

Natural and adoptive parents, who are employees with **6** months' continuous service, are eligible for a discretionary parental leave without pay of up to **23** weeks for the care of a newborn or newly adopted child. Parental leave may be available within the year that the child arrives home. The City's operational needs shall be considered together with the needs of the employee. If both parents are employed by The City, they may share the leave of absence, with the total leave not to exceed **23** weeks. The parents may be granted leave simultaneously, subject to operational requirements. The terms and conditions of such leave shall be the same as those outlined in

Clauses 6.13 and 6.15.

6.17 Adoption Leave

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay for a period not to exceed 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 6 months.

6.18 Family Leave

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.

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

6.19 Paternity Leave

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

6.20 Time Off for Elections

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

6.21 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 Office of 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 or being selected to serve as a juror in any court.

6.22 Education and Training Leave

Leave of absence with pay and without **loss** of seniority may be granted to allow permanent employees to write examinations at the discretion of their General Manager / Leader **or his/her** designate. 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 Office of the City Solicitor 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 **30** calendar days for any reason, shall effect a proration of vacation entitlement and service pay.

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

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 01, 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 01, 1970, the vacation credit date shall be January 01, and vacation entitlement shall be based upon calendar years of service. A calendar year is defined as a standard January 01 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, or 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 |
|--|----------------------|----------------------|
| 1 year | 2 weeks | 76 |
| 2 years | 3 weeks | 114 |
| 8 years | 4 weeks | 152 |
| 17 years | 5 weeks | 190 |
| 25 years | 6 weeks | 228 |
| 30 years | 7 weeks | 266 |

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

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

As per Clauses 7.09 and 7.10, vacation pay due during the period of vacation shall reflect pay for those hours that employees would have been working, but for the vacation period.

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

7.05 Prorated Vacation Entitlement

In order to establish a standard January 01 vacation credit date for employees hired after January 01, 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 1 calendar year. This prorated vacation entitlement must be taken between January 01 and December 31 of the second calendar year.

7.06 Vacation Entitlement and Leaves of Absence

An employee who has been on leave of absence without pay for more than 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 Pay Upon Termination

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

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

7.08 Banking of Vacations

Employees may bank vacation entitlement provided the minimum provincially legislated vacation time is taken during the current year.

Employees, upon being entitled to bank vacation entitlement, shall do so upon written request to a maximum of **6** weeks, subject to the written approval of their Exempt Supervisor and the needs of the operation. Subject to the preceding conditions, an employee shall be entitled to bank vacation entitlement as follows:

| <u>Years of Service</u> | <u>Vacation Entitlement</u> | <u>Bankable Vacation</u> |
|-------------------------|-----------------------------|--------------------------|
| 01 | 2 weeks | None |
| 2 – 4 | 3 weeks | 1 week |
| 5 – 7 | 3 weeks | None |
| 8 –16 | 4 weeks | 1 week |
| 17 –24 | 5 weeks | 2 weeks |
| 25 –29 | 6 weeks | 3 weeks |
| 30 or more | 7 weeks | 4 weeks |

Such banked vacation, when taken, shall be paid at the prevailing rate for the classification most worked by the employee in the previous anniversary year. However, such banked vacation shall only be taken subject to the needs of the operation as determined by the applicable Exempt Supervisor.

7.09 Vacation Pay

By giving **2** full weeks notice, employees shall receive, on the last office day preceding commencement of their annual vacation, any vacation pay which may fall due during the period of their vacation.

7.10 Calculation of Vacation Pay

Vacation pay shall be based on the classification rate paid for the major period of time during the preceding anniversary period. Any employee who is assigned for **4** months or more of the preceding anniversary period to shift work shall receive a 'per hour' shift differential payment, as per Clause 5.21, in addition to regular pay while on vacation.

7.11 Holidays

The following shall be considered holidays: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, 1/2 day on the working 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.

7.12 Holiday During Regular Work Period

Employees with more than **30** calendar days service in the preceding **12** months shall receive at straight time as holiday pay the employee's normally scheduled hours of work for each of the above designated

holidays occurring during their regular work periods, plus double (2X) time for any hours worked on such days.

7.13 Holiday on Day Off

- (1) If a full-time employee has more than **30** calendar days service in the preceding **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 his Exempt Supervisor, pay based on the hourly pay rate of his assigned classification of scheduled hours of work of the employee's working day preceding the holiday, or **9 1/2** 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.
- (2) If a part-time employee has more than **30** calendar days= service in the preceding **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 his Exempt Supervisor, pay based on the hourly pay rate of his assigned classification or time off with such pay in lieu of holidays occurring on his regular day off, or vacation period, and such time off shall be taken before or with the next annual vacation. The part-time employee shall receive a pro-rated amount of pay based on his average daily wage as outlined in the Employment Standards Code.

7.14 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.

7.15 Service Pay

Service Pay shall be calculated at the rate of **\$10** per month additional to pay for the class of work after **10** years' service with the City; **\$15** per month after **15** years' service; **\$20** per month after **20** years' service; **\$25** per month after **25** years' service.

Service pay shall be paid on an annual basis.

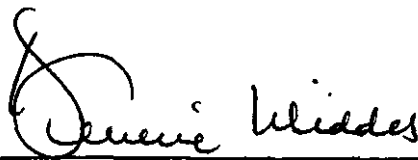
7.16 Long Term Disability

An employee on Long Term Disability or on Worker's Compensation in excess of **119** calendar days, shall accrue service for future service pay entitlement.

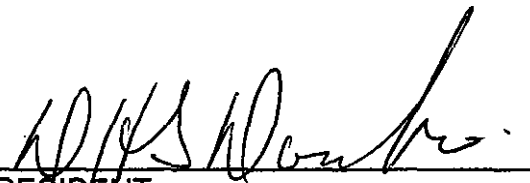
Signed this 15th day of November, 2001

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY

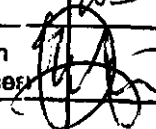


CHIEF EXECUTIVE OFFICER


CITY CLERK
(Acting)

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


PRESIDENT


RECORDING SECRETARY

| APPROVED | |
|-----------------------|---|
| As to Content | WS |
| Human Resources |  |
| As To Form Solicitors |  |

LABOURER 4

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

Waterworks/Wastewater Drainage Pipeman's Assistant

Tar Kettleman

Jackhammer Operator

Labourer – Plant Maintenance (Glenmore)

Labourer – Preventive Maintenance (Waterworks)

Labourer – WWTP (Maintenance Helper)

Formsetter's Helper (Placing and removing of forms, placing and tying of rebar, levelling to grade, pouring of manholes and vaults...)

Gravedigger

LABOURER "LEAD HAND"

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 4

Labourer 2

Labourer Refuse Pick-up

Labourer 3

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 ½ to 1 ton 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 • Roads Maintenance

Up to 1 ton – Parks Maintenance

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, cold mix and the spreading of these materials. Driver is 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

Driver2 category:

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

TRUCK DRIVER 3

This is 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 a vehicle log and performs general labouring tasks when not driving. Following are typical examples of the Driver 3 category:

- Roads, Waterworks and Wastewater Drainage tandem axle equipment with gravel box or flat deck and PTO
- Single axle truck with a mounted flusher unit
- Sanitation open truck (Parks)
- Zoo van (animal food supply)
- WWTP Luger Truck

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 a vehicle log and performs labouring tasks when not driving. Following are typical examples of the Driver 4 category:

- | | |
|----------------------|---|
| Solid Waste Services | - Haul-All Units |
| Roads | - Refuse Pick Up Curbster |
| Roads Construction | - Sidewinder – single axle |
| Roads | - Single Axle Mounted Sander and Mounted Snowplow |

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 Service - Clydesdales, Heil, Leach and **Labrie** Units
- Roads
 - Oil Distributor, Hot Box
 - Tandem Axle Cement Mixer, Tandem Sander,
 - Tandem Sidewinder
- Waterworks
 - Single Axle Crane Truck
- Parks
 - Crane and Winch Truck (single axle **Hiab**-type)

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 6 category:

- Waterworks
 - Low Boy, Hi Boy - Pup Trains, Tractor Trailer
 - Tandem Boom Truck
- Wastewater Drainage
 - Power Flusher and Pressure Vacuum Truck
- Solid Waste Services
 - Front Loader
- Roads**
 - 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 the vehicle in addition to maintaining a vehicle log.

Tanker – **Calgro**

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 Business **Units** 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 labouring tasks.

EQUIPMENT OPERATOR 1

This is machine operation work and the driving operation and minor maintenance of one or more of a variety of light mobile equipment and related attachments. 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 are to be as follows:

- Parks - groundmaster
- Roads - small sidewalk roller

EQUIPMENT OPERATOR 2

This is machine operation work and the driving operation and minor maintenance on a wide variety of equipment. Operators 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
- Hydraulic cleaning machine
- Field floats
- Small Parks tractor
- Wood splitter
- Forklift

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:

- Roads Maintenance Roller
- Bobcat and attachments
- 70 h.p. large Parks tractor (farm or industrial type)
- Waterworks Rubber Tire or Small tracked Backhoe (front end only)
- 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 a 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
- Auger/Crane/Bucket/Trucks
- Aerial Bucket Truck (36 Pelican)
- Slope runner, tree spade, park master
- Porta-Patcher

EQUIPMENT OPERATOR 5

This is 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
Allat Paver
Snow Blast

Street Sweeper
Front End Loader
Large construction roller

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 machines:

Aspen Aerial UB50
Paint Truck Operator

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 7 category are as follows:

Large Paver
Large Track Back-Hoe
Grader (finishing)

Gradall
Paint Truck Driver
"Grove" Crane

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|---|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 02109 | Adopt-a-Park Attendant | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02535 | Asphalt Rakerman | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02230 | Assistant Lifeguard * | 14.23 | 16.01 | 17.79 | 14.92 | 16.79 | 18.65 |
| 03429 | Assistant Sign Painter | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02870 | Automotive Serviceman 1 | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02871 | Automotive Serviceman 2 | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02872 | Automotive Serviceman 3 | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 01961 | Building Maintenance Worker 1 | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 01962 | Building Maintenance Worker 2 | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 01963 | Building Maintenance Worker 3 | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 01964 | Building Maintenance Worker 4 | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02917 | Building Repairman 1 (See Note 1) | 13.45 | 15.13 | 16.81 | 13.92 | 15.66 | 17.40 |
| 02919 | Building Repairman 2 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02112 | Commissary Keeper | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02837 | Concrete Finisher | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02278 | Conservatory Attendant (#26392 incumbent only) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02524 | Container Maintenance Man | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 01933 | Custodial Worker | 13.47 | 15.16 | 16.84 | 13.94 | 15.69 | 17.43 |
| 02595 | Depot Yardman | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |
| 01771 | Distribution Control Worker | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02561 | Equipment Operator 1 | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02566 | Equipment Operator 2 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02572 | Equipment Operator 3 | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02581 | Equipment Operator 4 | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02582 | Equipment Operator 5 | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|--|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 02567 | Equipment Operator 6 | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02584 | Equipment Operator 7 | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02274 | Facility Attendant (Arena/Athletic Park) | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 03415 | Fitter Fabricator | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02852 | Form Setter | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02574 | Front End Loader (Asphalt, Concrete, Crusher) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02569 | Front End Loader (Solid Waste Services) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02107 | Gardener | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02579 | Grademan | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02126 | Greenskeeper | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02941 | Groundskeeper (Waste Water Treatment Plant) | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02245 | Ice Marshall | 12.87 | 14.48 | 16.09 | 13.32 | 14.99 | 16.65 |
| 02124 | door Gardens Attendant | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02123 | Interior Plantscape Attendant | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02122 | Plant Butterfly Attend. | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02717 | Intermediate Operator (Water Treatment Plant) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02716 | Junior Operator (Water Treatment Plant) | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 03405 | Journeyman Boom Truck Operator (Repairman) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 03404 | Journeyman Boom Truck Operator (Truck Driver) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02501 | Labourer 1 | 12.87 | 14.48 | 16.09 | 13.32 | 14.99 | 16.65 |
| 02511 | Labourer 2 | 13.47 | 15.16 | 16.84 | 13.94 | 15.69 | 17.43 |
| 02521 | Labourer 3 | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|--|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 02504 | Labourer (Garbage Pick Up) | 14.19 | 15.97 | 17.74 | 14.69 | 16.54 | 18.36 |
| 02528 | Labourer 4 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02513 | Labourer, Lead Hand | 15.02 | 16.89 | 18.77 | 15.54 | 17.44 | 19.43 |
| 02520 | Landfill Utilityman | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 01958 | Lead Custodial Worker | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02544 | Lead Hand – Auxiliary Crew | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02935 | Lead Hand, Building Maintenance Person | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02831 | Lead Hand Concrete Finisher | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02829 | Lead Hand Form Setter | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 01969 | Lead Hand Mechanical Maintenance Worker | 17.83 | 20.06 | 22.29 | 18.46 | 20.76 | 23.07 |
| 02705 | Lead Hand Operator (Water Treatment Plant) | 17.83 | 20.06 | 22.29 | 18.46 | 20.76 | 23.07 |
| 02706 | Lead Hand, Operator (Crusher Plant) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 03433 | Lead Hand, Sign Painter | 17.83 | 20.06 | 22.29 | 18.46 | 20.76 | 23.07 |
| 02629 | Lead Hand, Pump Operator (Sewers) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 01921 | Lead Hand Repairman, Structures | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02966 | Lead Hand. Sweeper Serviceman | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 01920 | Lead Hand, Trades & Maintenance Worker | 18.18 | 20.45 | 22.72 | 18.82 | 21.17 | 23.52 |
| 02607 | Lead Hand Trainer (Streets) | 18.18 | 20.45 | 22.72 | 18.82 | 21.17 | 23.52 |
| 02529 | Lead Zoo/Elephant Keeper | 17.47 | 19.66 | 21.84 | 18.08 | | 22.60 |
| 02593 | Lead Hand - Calgro Operator | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02602 | Leak Locator | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02235 | Lifeguard * | 15.94 | 17.94 | 19.93 | 16.70 | 18.78 | 20.87 |
| 02531 | Light Labourer (see Note 1) | 11.74 | 13.21 | 14.68 | 12.15 | 13.67 | 15.19 |
| 02909 | Maintenance Person, Sewers | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|--|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 01971 | Mechanical Maintenance Worker 1 | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 01972 | Mechanical Maintenance Worker 2 | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 01973 | Mechanical Maintenance Worker 3 | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 01970 | Mechanical Maintenance Worker 4 | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 02840 | Parking Meter Service Worker | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 0291 ■ | Parks Irrigation Worker 1 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02918 | Parks Irrigation Worker 2 | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02924 | Parks Pruner | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02578 | Paver Operator (Rear) | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02540 | Pipeman, Utilities | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02992 | Plant Maintenance Man 1 (Waste Water Treatment Plant) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02686 | Plant Maintenance Man 2 (Waste Water Treatment Plant) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02993 | Plant Maintenance Man 1 (Water Treatment Plant) | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02685 | Plant Maintenance Man 2 (Water Treatment Plant) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02703 | Plant Operator 1 (Waste Water Treatment Plant) | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02708 | Plant Operator 2 (Waste Water Treatment Plant) | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02699 | Plant Operator 3 (Lagoons) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02696 | Plant Operator 3 (Waste Water Treatment Plant) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02698 | Plant Operator | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02512 | Plant Utilityman (Waste Water Treatment Plant) | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |
| 02923 | Playground Equipment Repairman | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |

| Job Code | Description | | | | 2002.01.01 Steps | | |
|----------|---|-------|-------|-------|------------------|-------|-------|
| | | | | | 1 | 2 | 3 |
| 02267 | Pool Attendant * | 14.23 | 16.01 | 17.79 | 14.92 | 16.79 | 18.65 |
| 02628 | Pump Operator (Sewers) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02925 | Repairman 1 | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02926 | Repairman 2 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02927 | Repairman 3 | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02928 | Repairman 4 | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02929 | Repairman 5 | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02934 | Repairman 6 | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02930 | Repairman, Fencing | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02257 | Safety Patrol Boat Operator * | 16.37 | 18.41 | 20.46 | 17.13 | 19.27 | 21.41 |
| 02264 | Sanctuary Attendant-Parks | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 00107 | Scale Operator/Dispatcher | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02268 | Senior Attendant (Swimming Pools) * | 17.00 | 19.13 | 21.25 | 17.78 | 20.01 | 22.23 |
| 02276 | Senior Facility Attendant (Arena/Athletic Park) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02718 | Senior Operator (Water Treatment Plant) | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 02256 | Senior Safety Boat Patrol Operator * | 17.00 | 19.13 | 21.25 | 17.78 | 20.01 | 22.23 |
| 00589 | Senior Storekeeper | 18.18 | 20.45 | 22.72 | 18.82 | 21.17 | 23.52 |
| 02991 | Sewer Maintenance Man | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02538 | Sewer Maintenance Man (Pressure/Vacuum Truck) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02592 | Sewer Maintenance Worker(Video) | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 03424 | Sign Painter | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 03379 | Small Motor Mechanic | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 03380 | Small Motor Mech. (Field Service) | 17.83 | 20.06 | 22.29 | 18.46 | 20.76 | 23.07 |
| DO585 | Storekeeper | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 00584 | Storesworker | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|---|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 02110 | Summer Relief Zoo Labourer (Keeper' s Helper) | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |
| 02965 | Sweeper Serviceman | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02221 | Swimming Instructor 1 * | 14.23 | 16.01 | 17.79 | 14.92 | 16.79 | 18.65 |
| 02234 | Swimming Instructor 2 * | 15.94 | 17.94 | 19.93 | 16.70 | 18.78 | 20.87 |
| 02545 | Thawing Operator (Sewers-Steam) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02546 | Thawing Operator (Waterworks-Electric/Steam) | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02541 | Timberman | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02901 | Traffic Controller Solid Waste Services | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 03081 | Traffic Marker | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02510 | Traffic Sign Shop Labourer | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 03083 | Traffic Spotter | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02588 | Training Rate - Equipment (one level above E/O 7) | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02610 | Training Rate- Equipment (two levels above E/O 7) | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 02590 | Training Rate-Trucks (one level above T/D 8) | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02612 | Training Rate-Trucks (two levels above T/D 8) | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 02904 | Troubleman (Sewers) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02903 | Troubleman (Waterworks) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02902 | Troubleman (Streets-Trucks) | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02900 | Troubleman (Streets-Equipment) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02551 | Truck Driver 1 | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |
| 02556 | Truck Driver 2 | 14.19 | 15.97 | 17.74 | 14.69 | 16.52 | 18.36 |
| 02553 | Truck Driver 3 (Zoo) | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02557 | Truck Driver 3 | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |

| Job Code | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|----------|---------------------------------------|------------------|-------|-------|------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 02558 | Truck Driver 4 | 15.02 | 16.89 | 18.77 | 15.54 | 17.49 | 19.43 |
| 02562 | Truck Driver 5 | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02560 | Truck Driver 6 | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02587 | Truck Driver 7 | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 02564 | Truck Driver 8 | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02601 | Utility Locator | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02550 | Utility Worker | 15.64 | 17.60 | 19.55 | 16.18 | 18.21 | 20.23 |
| 02609 | Vehicle & Equipment Trainer | 18.18 | 20.45 | 22.72 | 18.82 | 21.17 | 23.52 |
| 02597 | Vehicle & Equipment Trainer (Sewers) | 17.47 | 19.66 | 21.84 | 18.08 | 20.34 | 22.60 |
| 02598 | Vehicle & Equipment Trainer (Streets) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02573 | Video Operator (Sewers) | 16.15 | 18.17 | 20.19 | 16.72 | 18.81 | 20.90 |
| 00103 | Weighman (Solid Waste Services) | 15.32 | 17.24 | 19.15 | 15.86 | 17.84 | 19.82 |
| 02591 | Whitewing | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |
| 02936 | Zoo Building Maintenance Man | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02530 | Zoo/Elephant Keeper | 17.14 | 19.29 | 21.43 | 17.74 | 19.96 | 22.18 |
| 02519 | Zoo Facility Attendant | 14.59 | 16.42 | 18.24 | 15.10 | 16.99 | 18.88 |
| 02533 | Zoo Keeper | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02536 | Zoo Keeper (Zoo Ranch) | 16.59 | 18.67 | 20.74 | 17.18 | 19.32 | 21.47 |
| 02534 | Zoo Labourer | 13.95 | 15.70 | 17.44 | 14.44 | 16.25 | 18.05 |

* INCLUDES PAY EQUITY ADJUSTMENT

SCHEDULE B: RATES OF PAY - TRADES - APPRENTICES

| Class | Description | Periods (Clause 5.30) | 2001.01.01 | 2002.01.01 | |
|-------|-----------------------------------|--------------------------|------------|------------|-------|
| 03260 | Apprentice Automotive Mechanic | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03250 | Apprentice Blacksmith | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03252 | Apprentice Heavy Duty Mechanic | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03253 | Apprentice Machinist | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03254 | Apprentice Millwright | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| 03255 | Apprentice Painter | 4. | 21.75 | 22.51 | |
| 03255 | | Apprentice Painter | 2. | 15.60 | 16.15 |
| | | | 3. | 17.26 | 17.86 |
| | | | 4. | 19.38 | 20.07 |
| | 4. | | 21.75 | 22.51 | |
| 03242 | Apprentice Plumber | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03256 | Apprentice Steel Fabricator | 1. | 15.60 | 16.15 | |
| | | 2. | 17.26 | 17.86 | |
| | | 3. | 19.38 | 20.07 | |
| | | 4. | 21.75 | 22.51 | |
| 03257 | Apprentice Welder | 1. | 17.26 | 17.86 | |
| | | 2. | 19.38 | 20.07 | |
| | | 3. | 21.75 | 22.51 | |
| 03259 | Apprentice Zoo Keeper | 1. | 13.95** | 14.44** | |
| | | 2. | 15.70** | 16.25** | |
| | | 3. | 17.44** | 18.05** | |
| | | 4. | 19.08 | 19.75 | |

** Labourer 3 rate as per Clause 5.30

SCHEDULE B: RATES OF PAY - TRADES -JOURNEYMAN

| Class | Description | 2001.01.01 Steps | | | 2002.01.01 Steps | | |
|-------|---|---------------------|-------|-------|---------------------|-------|-------|
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 03387 | Journeyman 1 Automotive Mechanic | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03386 | Journeyman 2 Automotive Mechanic | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03391 | Journeyman 1 Blacksmith | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03390 | Journeyman 1 Blacksmith Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03381 | Journeyman 1 Heavy Duty Mechanic | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03382 | Journeyman 1 Heavy Duty Mechanic Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03383 | Journeyman 2 Heavy Duty Mechanic | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03416 | Journeyman 1 Machinist | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03419 | Journeyman 1 Machinist, Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03420 | Journeyman 2 Machinist | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03392 | Journeyman 1 Millwright | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03395 | Journeyman 1 Millwright, Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03397 | Journeyman 2 Millwright | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03425 | Journeyman 1 Painter | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03396 | Journeyman 1 Partsperson | 20.05 | 21.26 | 22.46 | 20.76 | 22.00 | 23.25 |

| Class | Description | 2001.01.01 | | | 2002.01.01 | | |
|-------|--|------------|-------|-------|------------|-------|-------|
| | | Steps | | | Steps | | |
| | | 1 | 2 | 3 | 1 | 2 | 3 |
| 03399 | Journeyman 2 Partsperson | 21.65 | 22.96 | 24.26 | 22.43 | 23.77 | 25.11 |
| 03770 | Journeyman 1 Plumber | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03769 | Journeyman 1 Plumber, Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03358 | Journeyman Pressure Welder | 21.20 | 22.46 | 23.72 | 21.94 | 23.25 | 24.55 |
| 03359 | Journeyman Pressure Welder, Field Service | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03393 | Journeyman 1 Steel Fabricator | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03394 | Journeyman 1, Steel Fabricator, Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03406 | Journeyman 2 Steel Fabricator | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03400 | Journeyman 1 Welder | 21.11 | 22.38 | 23.64 | 21.85 | 23.16 | 24.47 |
| 03403 | Journeyman 1 Welder, Field Service | 21.18 | 22.45 | 23.71 | 21.92 | 23.23 | 24.54 |
| 03401 | Journeyman 2 Welder | 22.17 | 23.50 | 24.82 | 22.94 | 24.32 | 25.69 |
| 03385 | Union Office Relief | | 25.38 | | | 26.27 | |

JOURNEYMAN HOURLY PAY RATE INCREMENTAL INCREASES WILL OCCUR FOLLOWING COMPLETION OF EACH 2088 REGULAR HOURS OF WORK

NOTES:

1. Where an incumbent employee has spent **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:

| | |
|-------|----------------------|
| 02917 | Building Repairman 1 |
| 02531 | Light Labourer |

2. An employee hired subsequent to date of ratification, shall be paid at the Step 1 hourly pay rate for the assigned classification.
3. Hourly pay rate step increases shall occur following the accumulation of each 1983.6 straight time hours of work.

If reporting pay is paid or part shifts worked, complete shift credits shall be added toward the accumulation of these hours.

4. An employee who does return for a second and subsequent seasons of employment shall be credited with previous time worked in that accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule.

An employee who does not return for a second and subsequent seasons of employment shall not be credited with previous time worked in that accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule.

5. An employee hired prior to the date of ratification and still paid at the New Hire hourly pay rate, shall, upon the accumulation of 1983.6 straight time hours of work, be placed in Step 3 of the wage progression schedule.

An employee paid at the New Hire hourly pay rate, who returns for a second and subsequent seasons of employment shall be credited with previous time worked and upon the accumulation of 1983.6 straight time hours of work, they will then be placed in Step 3 of the wage progression schedule.

An employee paid at the New Hire hourly pay rate, who does not return for a second and subsequent seasons of employment, shall be deemed a new hire employee and paid at the Step 1 hourly pay rate of the wage progression schedule.

Effective 2001.01.01, employees still on the New Hire (N.H.) rate of pay shall receive a 3.5 per cent increase to their 2000.01.01 New Hire (N.H.) rate of pay.

Effective 2002.01.01, employees still on the New Hire (N.H.) rate of pay shall receive a 3.5 cent increase to their 2001.01.01 New Hire (N.H.) rate of pay.

SCHEDULE C: BASIC TOOLS

BASIC TOOL REQUIREMENTS

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

| | | | |
|----|--------------------------------|--|--|
| 3 | <u>Tool Boxes</u> | <ul style="list-style-type: none"> - 5 drawer chest - tote box with tray - roller cabinet | |
| 3 | <u>Hammers</u> | <ul style="list-style-type: none"> - 16 oz. ball peen - 24 oz. ball peen - 32 oz. ball peen | |
| 10 | <u>Punches & Chisels</u> | <ul style="list-style-type: none"> - assorted | |
| 7 | <u>Assorted Pliers</u> | <ul style="list-style-type: none"> - WP Pliers - 6" Sl. joint - 8" Sl. joint - 10" Sl. joint | <ul style="list-style-type: none"> - 6" side cutter - 4" side cutter - 7" needle nose |
| 6 | <u>Screw Drivers</u> | <ul style="list-style-type: none"> - assorted | |
| 3 | <u>Adjustable Wrenches</u> | <ul style="list-style-type: none"> - 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> | <ul style="list-style-type: none"> - 8" & 14" | |
| 1 | <u>Open End Wrenches</u> | <ul style="list-style-type: none"> - set, 3/4" to 3/4" - set, 3/8" to 1 1/2" | |
| 1 | <u>Flashlight</u> | <ul style="list-style-type: none"> - 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> | | |
| 1 | <u>Circuit Tester</u> | | |
| 1 | <u>Brake Adj. Tool</u> | | |
| 1 | <u>Battery Post Cleaner</u> | | |

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

- (1) Purpose of Allowance to maintain effectiveness of Basic Tool Set.
- (2) **Tools** now in possession of Mechanics subject to periodic inspection.
- (3) When applicable, tools must be of replacement guarantee quality.
- (4) 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 - 24 oz. ball peen - 32 oz. ball peen | Proto 1316P Proto 1324P Proto 1332P |
| 1 | <u>Punch & Chisel Set</u> | - assorted | Proto 2 |
| 7 | <u>Pliers</u> | - WP Pliers - 6" slip joint - 8" slip joint - 10" slip joint | - 6" side cutter - 4" side cutter - 7" needle nose |
| 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 292WR |
| 3 | <u>Pipe Wrenches</u> | 1-8" 2-14" | Proto 808HD Proto 814HD |
| 1 | <u>3/8" Drive Socket Set</u> | - Metric & Standard | Proto 5004B |
| 1 | <u>11/2" Drive Socket Set</u> | - 3/8" - 1 5/16" | Proto 54000C |
| 1 | <u>1/2" Drive Deep Socket Set</u> | - Metric & Standard - 3/8" - 1 5/16" | Proto 5300A |
| 1 | <u>Combination Wrench Set</u> | - 5/16" - 1 1/4" | Proto 1200F |
| 1 | <u>Tape Measure</u> | - 12" | |
| 1 | <u>6" Steel Ruler</u> | | |
| 1 | <u>Hacksaw Frame</u> | | Proto 352 |
| 3 | <u>Pry Bars</u> | | Proto 2100 |
| 2 | <u>Sets Allen Wrenches</u> | - Metric & Standard | Proto 4972 |
| 2 | <u>Sets Feeler Gauges</u> | -Metric & Standard | Proto 000AA |
| 1 | <u>_____</u> | | Proto 2373 |
| 1 | <u>_____</u> | | Proto 2375 |
| 1 | <u>Snap Ring Plier Set</u> | | Proto 380 |
| 1 | <u>Combination Wrench</u> | - 1 5/16" | Proto 1242 |
| 1 | <u>Vernier</u> | -Standard 6" | |
| 1 | <u>Vernier</u> | - Dial Gauge | |
| 1 | <u>Micrometer</u> | - 0" - 1" & 1" - 2" | |
| 1 | <u>Torque Wrench, 1/2" Drive</u> | - 50 - 250 ft. lb. | Proto 6013 |
| 1 | <u>Drill Index Box</u> | - 1116"- 2" | Dormer 409029 |
| 1 | <u>Tool Box w/Tote Tray</u> | - 10" x 10" x 18" | |
| 1 | <u>Combination Square Set</u> | | |
| 1 | <u>Set Calipers</u> | - 8" divider/inside/outside | |
| 1 | <u>18" Chain Wrench</u> | | |
| 2 | <u>Thread Gauges</u> | - Metric & Standard | |
| 1 | <u>Dial Indicator & Magnetic Base Set</u> | | |

\$3,750.00

All tools Proto or equivalent

- (1) Purpose of Allowance to maintain effectiveness of Basic Tool Set.
 (2) Tools now in possession of Mechanics subject to periodic inspection.
 (3) When applicable, tools must be of replacement guarantee quality.
 (4) Equivalent may be substituted for brand names.

SCHEDULE E: BASIC TOOLS • MILLWRIGHTS-WATER TREATMENT PLANTS

| | | | |
|---|-----------------------------------|---|--|
| 1 | <u>Tool Box</u> | - 5 drawer chest | |
| 3 | <u>Hammers</u> | - 16 oz. ball peen - 24 oz. ball peen - 32 oz. ball peen | |
| 1 | <u>Punch & Chisel Set</u> | - assorted | |
| 7 | <u>Pliers</u> | - WP Pliers - 6" slip joint - 8" slip joint - 10" slip joint | - 6" side cutter - 4" side cutter - 7" needle nose |
| 6 | <u>Screw Drivers</u> | - assorted | |
| 3 | <u>Adjustable Wrenches</u> | - 6", 10" and 15" | |
| 1 | <u>Scraper</u> | | |
| 1 | <u>Tin Snips</u> | | |
| 1 | <u>Pair of Scissors</u> | | |
| 1 | <u>Pair of Vise Grips</u> | | |
| 2 | <u>Pipe Wrenches</u> | - 8" and 14" | |
| 1 | <u>Flashlight</u> | | |
| 1 | <u>3/8" Drive Socket Set</u> | | |
| 1 | <u>1/2" Drive Socket Set</u> | | |
| 1 | <u>1/2" Drive Deep Socket Set</u> | | |
| 1 | <u>3/4" Drive Socket Set</u> | | |
| 1 | <u>Combination Wrench Set</u> | - 5/16 - 1-3" | |
| 1 | <u>Tape Measure</u> | | |
| 1 | <u>6" Steel Ruler</u> | | |
| 1 | <u>Hacksaw Frame</u> | | |
| 3 | <u>Pry Bars</u> | | |
| 1 | <u>Set Allen Wrenches</u> | | |
| 1 | <u>Set Feeler Gauges</u> | | |
| 1 | <u>Inspection Mirror</u> | | |
| 1 | <u>Magnet</u> | | |
| 1 | <u>Snap Ring Plier Set</u> | | |
| 1 | <u>Combination Wrench</u> | - 1 5/16 | |
| 1 | <u>Combination Wrench</u> | - 1 d" | |
| 1 | <u>Combination Wrench</u> | - 1 7/16 | |
| 1 | <u>Combination Wrench</u> | - 1-2" | |
| 1 | <u>Vernier or</u> | -Standard | |
| 1 | <u>Vernier</u> | - Dial Gauge | |
| 1 | <u>Micrometer</u> | - 0" - 1" | |
| 1 | <u>Torque Wrench 2" Drive</u> | - 50 - 250 ft. lb. | |
| 1 | <u>Drill Index</u> | - 1/16" - 2" | |
| 1 | <u>Dead Blow Hammer</u> | - 3 lb. | |
| | | | <u>\$3,750.00</u> |

- (1) Purpose of Allowance to maintain effectiveness of Basic Tool Set.
- (2) Tools now in possession of Mechanics subject to periodic inspection.
- (3) When applicable, tools must be of replacement guarantee quality.
- (4) Equivalent may be substituted for brand names.

SCHEDULE F: BASIC TOOLS - STEEL FABRICATORS

| | | | |
|---|-------------------------|---|------------|
| 2 | <u>Hammers</u> | - 1/2 lb. - 2 lbs. | |
| | <u>Wrenches</u> | - 3/8" to 1" - 8" adjustable - 12" adjustable - 12" pipe - 1 set Allen wrenches | |
| 2 | <u>Calipers</u> | - 6" vernier - 8" dividers | |
| 2 | <u>Square</u> | - 12" combination - 6" tri square | |
| 1 | <u>Protractor</u> | - 0 to 180 degrees | |
| 2 | <u>Rule</u> | - 6" - 12' tape | |
| 1 | <u>Compass</u> | - 8" | |
| | <u>Sockets</u> | - 1 set 3/8" drive - 1 set 1/2" drive | |
| | <u>Screwdrivers</u> | - 1 set (Flat) - 1 set of Phillips - 1 set of Robertson | |
| | <u>Punch</u> | - 1 set of three (pin) - 1 set of two (centre) - 1 set of two | |
| | <u>Scriber</u> | | |
| | <u>Chisel</u> | - 1 set | |
| 1 | <u>Hacksaw Frame</u> | | |
| 1 | <u>Tin Snips</u> | | |
| 2 | <u>Pliers</u> | - vise grip - diagonal slip joint | |
| 1 | <u>Soapstone Holder</u> | | |
| 1 | <u>Tool Box</u> | | \$1,250.00 |

- (1) Purpose of Allowance to maintain effectiveness of Basic Tool Set.
- (2) Tools now in possession of Steel Fabricators subject to periodic inspection.
- (3) When applicable, tools must be of replacement guarantee quality.
- (4) 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 be 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 \$35.00, except Streets Tarkettle 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 previously worked classifications,
- E. Where this Schedule provides for "appropriate gloves" (AG), this shall be defined as:

leather (roper, unlined) and rubber (gauntlet type)
- F. 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.
- G. 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 Overshoes |
| AG | Appropriate Gloves | WB | Work Boots |
| LG | Leather Gloves | SL | Slicker |
| RG | Rubber Gloves | RW | Rainwear |
| CG | Cotton Gloves | LA | Leather Apron |
| WG | Welding Gloves | 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 | LGG | Linesman Gloves |
| HHL | Hard Hat Liner | HHB | Hard Hat Balaclava |

| JOB CODE | DESCRIPTION | 'ISSUE |
|-----------------|---|--------------------|
| 03260 | Apprentice (Automotive Mechanic) | Tied to Journeyman |
| 03250 | Apprentice (Blacksmith) | Tied to Journeyman |
| 03252 | Apprentice (Heavy Duty Mechanic) | Tied to Journeyman |
| 03253 | Apprentice (Machinist) | Tied to Journeyman |
| 03254 | Apprentice (Millwright) | Tied to Journeyman |
| 03255 | Apprentice (Painter) | Tied to Journeyman |
| 03242 | Apprentice (Plumber) | Tied to Journeyman |
| 03256 | Apprentice (Steel Fabricator) | Tied to Journeyman |
| 03257 | Apprentice (Welder) | Tied to Journeyman |
| 03259 | Apprentice (Zoo Keeper) | Tied to Zoo Keeper |
| 02535 | Asphalt Rakerman | C, LG |
| 03429 | Assistant Sign Painter | AG, SM or A |
| 02870 | Automotive Serviceman 1 | C, AG, Rack WP |
| 02871 | Automotive Serviceman 2 | C, AG, Rack WP |
| 02872 | Automotive Serviceman 3 | C, AG, Rack WP |
| 01961 | Building Maintenance Worker 1 | RG |
| 01962 | Building Maintenance Worker 2 | C, AG |
| 01963 | Building Maintenance Worker 3 | C, AG |
| 01964 | Building Maintenance Worker 4 | C, AG |
| 02917 | Building Repairman 1 | C, AG, Rack WP |
| 02919 | Building Repairman 2 | C, AG, Rack WP |
| 02112 | Commissary Keeper | C, AG |
| 02837 | Concrete Finisher | C or Bib, LG |
| 02278 | Conservatory Attendant (incumbent #026392 only) | C, AG, RB |
| 02524 | Container Maintenance Man | C, AG, RB, RW |
| 01933 | Custodial Worker (Police) | RG |
| 02595 | Depot Yardman | C, LG |
| 01771 | Distribution Control Worker | C, AG |
| 02561 | Equipment Operator 1 | C, LG |
| 02566 | Equipment Operator 2 | C, LG |

| JOB CODE | DESCRIPTION | ISSUE |
|----------|---|--------------------------------|
| | Equipment Operator 2 (Hydraulic Cleaning Machine) | C, AG, RW, RB |
| 02572 | Equipment Operator 3 | C, LG |
| 02581 | Equipment Operator 4 | C, LG, |
| | (Traffic Operations) | AG |
| 02582 | Equipment Operator 5 | C, LG |
| 02567 | Equipment Operator 6 | C, LG, |
| | (Traffic Operations) | AG |
| 02584 | Equipment Operator 7 | C, LG, |
| | (Traffic Operations) | AG |
| 02274 | Facility Attendant(Arena/Athletic Park) | LG, Rack C, RO |
| 02852 | Form Setter | C, AG |
| 02574 | Front End Loader (Asphalt, Concrete, Crusher) | C, LG |
| 02569 | Front Loader Operator (Solid Waste Services) | C, LG, MW, RW, RB, ML |
| 02107 | Gardener | C, AG |
| 02579 | Grademan | C, LG |
| 02126 | Greenskeeper | C, AG |
| 02941 | Groundskeeper (WWTP) | C, LG |
| 02245 | Ice Marshall | LG, NJ |
| 02124 | Indoor Gardens Attendant | C, AG, RB |
| 02123 | Interior Plantscape Attendant | RG |
| 02 | Intermediate Operator (Water Treatment Plant) | C, AG |
| 03387 | Journeyman 1 (Automotive Mechanic) | C, LG, CG Rack WP |
| 03386 | Journeyman 2 (Automotive Mechanic) | C, LG, CG |
| 03381 | Journeyman 1 (Heavy Duty Mechanic) | C, LG, CG |
| 03382 | Journeyman 1 (Heavy Duty Mechanic Field Service) | C, LG, CG, WP, RB |
| 03400 | Journeyman 1 (Welder) | C, Rack LA, LJ, LP, WM or WG |
| 03403 | Journeyman 1 (Welder, Field Service) | C, WM, WP, RB, Rack LA, LJ, LP |
| 03383 | Journeyman 2 (Heavy Duty Mechanic) | C, LG, CG |
| 03401 | Journeyman 2 (Welder) | C, Rack LA, LJ, LP, WM or WG |
| 03391 | Journeyman 1 (Blacksmith) | C, LGG, LA |

| JOB CODE | DESCRIPTION | ISSUE |
|----------|---|--------------------------------|
| 03390 | Journeyman 1 (Blacksmith, Field Service) | C, LGG, LA, WP |
| 03416 | Journeyman 1 (Machinist) | SM, LGG |
| 03419 | Journeyman 1 (Machinist Field Service) | SM, LGG, WP |
| 03418 | Journeyman 2 (Machinist) | SM, LGG |
| 03392 | Journeyman 1 (Millwright) | C, LGG |
| 03395 | Journeyman 1 (Millwright, Field Service) | C, LGG, WP |
| 03395 | Journeyman 1 (Millwright, Field Service) WTP | C, LG, Rack WP |
| | Journeyman 1 (Millwright, Field Service) WWTP | C, LG, RB, Rack WP |
| 03425 | Journeyman Painter | C |
| 03770 | Journeyman (Plumber) WWTP | C, AG, RB, Rack WP |
| 03769 | Journeyman (Plumber, Field Service) WWTP | C, AG, WP |
| 03396 | Journeyman 1 (Partsperson) | C or SM, LG |
| | Journeyman 1 (Partsperson) WWTP | C, AG, Rack WP |
| 03399 | Journeyman 2 (Partsperson) | C or SM, LG |
| 03358 | Journeyman (Pressure Welder) | C, WM, Rack LA, LJ, LP |
| 03359 | Journeyman (Pressure Welder, Field Service) | C, WM, WP, RB, Rack LA, LJ, LP |
| 03393 | Journeyman (Steel Fabricator) | C, LGG, Rack LA, LJ |
| 03394 | Journeyman (Steel Fabricator, Field Service) | C, LGG, WP, Rack LA, LJ |
| 02716 | Junior Operator (Water Treatment Plant) | C, AG |
| 02501 | Labourer 1 | C, LG |
| | Labourer 1 (Parks/Recreation seasonals) | LG |
| 02511 | Labourer 2 | C, LG |
| | Labourer 2 (Parks/Recreation seasonals) | LG |
| | Labourer 2 (Traffic Operations) | AG |
| 02521 | Labourer 3 | C, AG |
| 02504 | Labourer (Refuse Pick-up)(Solid Waste Services) | C, AG, MW, RW, RB, ML |
| | Labourer (Refuse Pick-up)(Parks) | C, LG |
| 02528 | Labourer 4 | C, AG |
| | Labourer 4 (Tarkettle) | WB, WM, LG, C (2 pairs/year) |
| 02520 | Landfill Utilityman | C, LG, MW, RW, RB, ML |

| JOB CODE | DESCRIPTION | ISSUE |
|----------|--|---------------------------------|
| 02831 | Lead Hand Concrete Finisher | C or Bib. AG |
| 02706 | Lead Hand Operator (Crusher Plant) | C, LG |
| 03433 | Lead Hand Sign Painter | AG, SM or A |
| 02966 | Lead Hand Sweeper Serviceman | C, LG |
| 02935 | Lead Hand Zoo Building Maintenance Person | C, LG |
| 02602 | Leak Locator | C, AG |
| 02531 | Light Labourer | C, LG |
| 02909 | Maintenance Person, Wastewater and Drainage | C, AG |
| 01971 | Mechanical Maintenance Worker 1 | C, AG |
| 01972 | Mechanical Maintenance Worker 2 | C, AG |
| 01973 | Mechanical Maintenance Worker 3 | C, AG |
| 01970 | Mechanical Maintenance Worker 4 | C, AG |
| 02840 | Parking Meter Service Worker | C, Rack SM, AG, WB, WP, Rack RW |
| 02911 | Parks irrigation Worker 1 | C, AG |
| 02918 | Parks Irrigation Worker 2 | C, AG |
| 02924 | Parks Pruner | C, LG |
| 02578 | Paver Operator (Rear) | C, LG |
| 02537 | Pipeman, Wastewater and Drainage (Under 36") | C, AG, RB, Waders, RW |
| 02542 | Pipeman, Wastewater and Drainage (36 & over) | C, AG, RB, Waders, RW |
| 02539 | Pipeman, Waterworks (under 20") | C, AG, RB, Waders, RW |
| 02543 | Pipeman, Waterworks (20 & over) | C, AG, RB, Waders, RW |
| 02992 | Plant Maintenance Man 1 (WWTP) | C, AG |
| 02686 | Plant Maintenance Man 2 (WWTP) | C, AG |
| 02993 | Plant Maintenance Man 1 (WTP) | C, AG |
| 02685 | Plant Maintenance Man 2 (WTP) | C, AG |
| 02703 | Plant Operator 1 (WWTP) | C, AG |
| 02698 | Plant Operator (Asphalt, Concrete & Crusher Plant) | C, AG, Rack WP |
| 02708 | Plant Operator 2 (WWTP) | C, AG |
| 02699 | Plant Operator 3 (Lagoons) | C, AG |

| JOB CODE | DESCRIPTION | ISSUE |
|----------|---|----------------------------------|
| 02696 | Plant Operator 3 (WWTP) | C, AG |
| 02512 | Plant Utilityman (WWTP) | C, AG |
| 02923 | Playground Equipment Repairman | C, LG |
| 02628 | Pump Operator (Wastewater & Drainage) | C, AG, Waders, RB, RW |
| 02925 | Repairman 1 | C, AG |
| 02926 | Repairman 2 | C, AG |
| 02927 | Repairman 3 | C, AG |
| 02928 | Repairman 4 | C, AG |
| 02929 | Repairman 5 | C, AG |
| 02934 | Repairman 6 | C, AG |
| 02930 | Repairman, Fencing | C, AG |
| 02257 | Safety Patrol Boat Operator | LG |
| 02264 | Sanctuary Attendant (Parks) | C, AG |
| 02276 | Senior Facility Attendant (Arena/Athletic Park) | LG, Rack C |
| 02256 | Senior Safety Patrol Boat Operator | LG |
| 02718 | Senior Operator (Water Treatment Plant) | C, AG |
| 02991 | Wastewater and Drainage Maintenance Man | C, AG, Waders, RB RW, RG(winter) |
| 02538 | Wastewater and Drainage Maintenance Man (Pressure/Vacuum Truck) | C, AG, Waders, RB RW, RG(winter) |
| 03424 | Sign Painter | AG, SM or A |
| 03379 | Small Motor Mechanic (Fleet Services.) | C, LG, CG |
| | Small Motor Mechanic (Traffic Operations) | C, AG |
| 03380 | Sm. Motor Mechanic (Field Service - Fleet Services.) | C, LG, CG, WP, RB |
| 00585 | Storekeeper [Traffic Operations] | C, AG, WP, Rack WP |
| 00584 | Storesworker (Traffic Operations) | C, AG, WP, Rack WP |
| 02110 | Summer Relief Zoo Labourer (Keeper's Helper) | C, AG |
| 02965 | Sweeper Serviceman | C, LG |
| 02545 | Thawing Operator (Wastewater & Drainage- Steam) | C, AG, Waders, RB RG (winter) |
| 02546 | Thawing Operator (WW, Electric & Steam) | C, AG, RB, RG(winter) |
| 02541 | Timberman | C, AG, RB |

| JOB CODE | DESCRIPTION | ISSUE |
|-----------------|--|---------------------------|
| 02901 | Traffic Controller, (Solid Waste Services) | C, AG, RW, RB, MW, ML |
| 03081 | Traffic Marker | C, AG |
| 03083 | Traffic Spotter | C, AG (Note C) |
| 02904 | Troubleman (Wastewater and Drainage) | C, AG, RB, Waders |
| 02903 | Troubleman (Waterworks) | C, AG, RB |
| 02902 | Troubleman (Roads - Trucks) | C, AG, RB, DISP Boots & C |
| 02900 | Troubleman (Roads - Equipment) | C, AG, RB, DISP Boots & C |
| 02551 | Truck Driver 1 | C, AG |
| 02556 | Truck Driver 2 | C, AG |
| 02553 | Truck Driver 3 (Zoo) | C, AG |
| 02557 | Truck Driver 3 | C, AG |
| | Truck Driver 3 (Wastewater and Drainage) | C, AG, RW, RB |
| 02558 | Truck Driver 4 | C, AG |
| 02562 | Truck Driver 5 | C, AG |
| | Truck Driver 5 (Oil Dist.) | C, AG, WB |
| 02560 | Truck Driver 6 | C, AG |
| 02587 | Truck Driver 7 | C, AG |
| 02564 | Truck Driver 8 | C, AG |
| 02601 | Utility Locator | C, AG |
| 00103 | Weighman (Solid Waste Services) | SM |
| 02591 | Whitewing | C, AG, RW, MW, ML |
| 02936 | Zoo Building Maintenance Man | C, AG |
| 02533 | Zoo Keeper | C, AG |
| 02534 | Zoo Labourer | C, AG |
| | | |

SCHEDULE H: SUPPLEMENTATION OF COMPENSATION

1. (a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and 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 18** years of age; or
 - (ii) is **18** years of age or over, and not more than **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 **18** years of age; or
 - (iii) is **18** or more years of age and not more than **21** years of age and is disabled having been supported due to such disability without interruption since the time he reached **18** years of age.
- (c) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only if by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death:
- (d) "full pay" means the monthly basic salary including service pay that the employee was entitled to receive at the time **he was** disabled or killed based on the 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 and applying thereto;
 - (i) the annual career progression to that level which the employee would have automatically progressed only by reason of time in the classification or rank had he not **been** disabled or killed excluding any anticipated career progression which involves any form of 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, and, without limiting the generality of the foregoing, shall include any and all deductions for Federal or Provincial Income Tax according to the employee's exemption at the time he was disabled or killed, or in **the** case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled **cases** only). Employment Insurance 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.
- (9) "widow" means a woman who has survived an employee to whom she was lawfully married and who was being wholly or partially supported by him at the time of his death and when? 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 5 years or more: or has maintained such relationship for a continuous period of 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.
2. 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 the 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, dies or the date the employee would have been required to retire from the employ of the City, whichever is the earliest.
 4.
 - (a) In the event an employee is killed under 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 4, monthly a sum equal to 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 4 dependent children, the total sum payable by the City pursuant to Article 4 (a) shall be paid to such 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.
 6. In determining the amount to be paid to a widow or dependent child by the City, any benefits payable to the widow or any dependent child by reason of the death of the employee under any Workers' Compensation (except any payment for funeral expenses), Canada Pension Plan (except any payment for funeral expenses), Local Authorities Pension Plan, City of Calgary Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the employee, the widow or any of the employee's family, or any damages awarded to the widow or any dependent child by reason of the death of the employee, shall upon being awarded to the widow or the dependent child, be deducted from the full pay.
 7. Any sums of money payable by the City to any dependent child under the age of 18 years may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.

8. The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate 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.
9. 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, the full pay that he would have received from the City had he not been disabled until such time as the employee dies or the date that the employee 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 within the City or any of its associated Boards, Commissions, Authorities or Agencies which the employee is capable of performing, the full pay which the employee is entitled to receive shall be reduced by the 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, up to 20% of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this Appendix shall be administered by Human Resources.
14. Affidavits in a form and containing such information as may be prescribed by the City shall be filed annually with and on a date to be specified by Human Resources by the following persons:
 - (a) widow/widowers;
 - (b) guardians of dependent children under the age of 18 years;
 - (c) dependent children over 18 years of age;
 - (d) disabled employees.
15. Throughout this Appendix, where the term "employee" is used and where terms reflecting male and/or female gender is used, it shall be considered that either the feminine or masculine have been used where the context of the application so requires.

SCHEDULE I: FLEET SERVICES INTEGRATION

MEMORANDUM OF SETTLEMENT

MADE THIS 3rd DAY OF FEBRUARY 1995

BETWEEN THE CORPORATION OF THE CITY OF CALGARY,
THE AMALGAMATED TRANSIT UNION LOCAL 583,
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37,
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 709

The parties herein agree to the terms of this Memorandum as constituting full settlement of all integration issues, unless otherwise specified, between the parties. Unless otherwise specified, changes to terms and conditions will be effected as of implementation date.

The undersigned representatives of the parties do hereby agree to recommend, to their respective principals, the following terms and conditions of integration between the above parties:

1. Bargaining Unit Jurisdictions

- a) Current ratios of establishment numbers will be assigned to each bargaining unit as of implementation date.

The City proposes that we work toward maintaining the above ratios of each bargaining unit within the work force, as much as practicable. This will be used as the "formula" to determine the bargaining unit in which staffing activities will normally take place. However, regardless of the above ratios, additional classifications will not be created in one bargaining unit, if the classification already exists in the other bargaining unit.

- b) The City agrees to send monthly reports to each union outlining the current establishment numbers and the bargaining unit jurisdiction.

- c) The supervisory positions (initially 7) will be within the jurisdiction of CUPE Local 709 subject to the development of a satisfactory job description (attached as Appendix A).

The 4 vacant supervisory positions will be posted for competition. The Crew Chiefs will be maintained in their positions until the selection process is finalized. Any Crew Chiefs making application for such supervisory position will be granted an interview. If unsuccessful in obtaining a different position, the redeployment process as outlined in the ATU Local 583 Collective Agreement will be utilized.

- d) Eligibility list for relieving in Journeyman 2 positions in the Skill Pool - develop one list encompassing both ATU Local 583 and CUPE Local 37.

- e) The ATU Local 583 and CUPE Local 37 ratios established in Item 1(a) are not applicable to Journeyman II classifications. The City proposes that we work toward maintaining the current ratio of Journeyman II's (50-50) from each bargaining unit within the integrated unit, as much as practicable. However, regardless of the above ratio, additional Journeyman II classifications will not be created in one bargaining unit, if the Journeyman II classifications already exist in the other bargaining unit.

- f) Journeymen Welders and Field Service Mechanics in the jurisdiction of ATU Local 583 or CUPE Local 37 may move between these jurisdictions within F.S.D.

2. Hours of Work

- a) Skill Pool - the initial hours of work are as outlined in Appendix B. Schedules, which will be fixed, will be 10 hours per day, 4 days per week for a 40-hour work week. Overtime is payable as outlined in the applicable collective agreement with the exception that scheduled or normal hours of work shall be 10 hours per day, 4 days per week.
- b) Satellites and Shop Support - shifts, which will be fixed, will be 10 hours per day, 4 days per week for a 40-hour work week. Overtime is payable as outlined in the applicable collective agreement with the exception that scheduled or normal hours of work shall be 10 hours per day, 4 days per week.

- c) Rotation of Positions Between Sections

There will be a rotation for Journeymen between the Satellites, Shop Support and the Skill Pool Sections, and staff from the three sections will be used to supplement each other as necessary and as follows:

Journeyman I Classifications

The rotation will be established between the Skill Pool and Satellite Operations and between the Skill Pool and Shop Support for Journeyman I classifications.

Journeyman II Classifications

Qualified employees in the Skill Pool and Satellite Operations will rotate on a scheduled basis.

Rotation Determinations

Prior to work selection, F.S.D. will identify the specific positions in the Skill Pool that will rotate with the Shop Support and the specific positions in the Skill Pool that will rotate with the Satellites.

Following implementation date, CUPE Locals 37 and 709, ATU Local 583, and F.S.D. management shall meet to identify parameters for rotation, including time frames.

- d) Overtime - in the giving out of overtime, The City agrees that such overtime would be distributed as equally as possible among employees that normally perform the work.

3. Vacation Preference

Subject to operational requirements, City service or any other combined listing agreeable to the parties will be used to determine preference for vacation selection. The guideline will be 20% as per current practice.

4. Wages - CUPE Local 37/ATU Local 583

The City proposes to phase in wage parity to Journeyman Trades within the Fleet Services Department for the CUPE Local 37 bargaining unit as per the attached chart.

5. Statutory Holiday Pay - ATU Local 583

117.08 Where a Statutory Holiday falls on a maintenance employee's normal day off, the employee shall receive 8 hours straight time as Statutory Holiday pay, whenever the time is paid out. At the employee's option, the employee may bank 9 hours straight time and shall be entitled to take time off at mutual

convenience. The amount of time absent from work will be deducted from the employee's lieu time bank. Such lieu time shall be taken not later than the end of the subsequent year's vacation.

415.01 A Maintenance employee can use lieu time hours earned for statutory holidays (as per Article 117.08) or Christmas Eve (as per Article 407.01) to attend to personal business such as medical or dental appointments which cannot be scheduled during their time off. Notwithstanding the requirement under Article 117.08 that banked lieu days must be taken no later than the end of the subsequent year's vacation, Maintenance employees may retain a maximum of 10 hours in their lieu time bank at all times in order to accommodate personal appointments.

6. Shift Trading

Employees wishing to trade shifts or days off shall be able to do so for a period of up to 4 weeks with the permission of the appropriate Shift Supervisor.

7. Training

Refer to Joint ATU/CUPE Local 37/CUPE Local 709 Labour/Management forum for discussion on technical training.

8. "10% Letter of Understanding"

As per the Letter of Understanding between Local 37 and The City of Calgary dated April 23, 1993, The City agrees that the working schedules within the Integrated Unit which requires split days off will be included within the calculation to determine the 10% limit as outlined in the Letter of Understanding.

9. Planning & Control and Supply Management Services Discussions

It is agreed that the areas of Planning & Control and Supply Management Services will be discussed at a later date. It is further agreed that these areas will be dealt with as expeditiously as possible and that all parties concerned will be invited to participate in the process.

10. Re-Allocation of Staffing Within the Integrated Unit

A. TEMPORARY RE-ALLOCATION

If work requirements necessitate the temporary movement of qualified employees within the integrated unit, but the total number of employees within the unit remains constant, then the following process shall be instituted.

1. FOR TEMPORARY RE-ALLOCATION OF STAFF FROM A PREFERRED SHIFT TO A LESS PREFERRED SHIFT (E.G., ADD AFTERNOONS AND REDUCE DAYS)

The qualified employees in the reduced area (e.g., Schedule 1 in Skill Pool - days) may elect in order of seniority to move to the open position in the expanded area (e.g., Shop Support afternoons).

If no one elects to move from the reduced area, then the following procedure will be used:

- The junior qualified Employee A in Schedule 1 is identified.
- Employee A displaces THE junior qualified employee on days (e.g., Employee B at Bearspaw days).
- Qualified Employee B moves to the open position in the expanded area (Shop Support afternoons).

If Employee A is the most junior qualified employee on days, Employee A will be moved to the open position in the expanded area (Shop Support afternoons).

2. FOR TEMPORARY RE-ALLOCATION OF STAFF FROM A LESS PREFERRED SHIFT TO A PREFERRED SHIFT (E.G., ADD DAYS AND REDUCE AFTERNOONS):

Conduct a Temporary Position Memorandum (TPM) for the open position in the expanded area (e.g., Spring Gardens days), but only qualified afternoon shift employees within the integrated unit will be considered. The resulting afternoon vacancy will be filled by the junior qualified employee from the reduced area.

3. FOR TEMPORARY RE-ALLOCATION OF STAFF WITHIN THE SAME SHIFT

The qualified employees in the reduced area (e.g., Schedule 1 in Skill Pool - days) may elect in order of seniority to move to the open position in the expanded area (e.g., Schedule 2 in Skill Pool - days).

If no one elects to move from the reduced area, then the qualified junior employee in the reduced area will be moved to the open position in the expanded area.

B. PERMANENT RE-ALLOCATION

If work requirements necessitate the permanent movement of qualified employees within the integrated unit, **but** the total number of employees within the unit remains constant, then the following process shall be instituted.

Qualified employees in order of seniority shall be given preference to move to the open position in the expanded area. Once an employee has elected to move to the open position in the expanded area, their position will be made available only to the remaining employees (i.e., junior to the employee who selected the open position in the expanded area).

Such remaining qualified employees in order of seniority shall be given preference to move to the subsequent vacancy. Once an employee has elected to move to the subsequent vacancy, their position will be made available only to the remaining employees (i.e., junior to the employee who selected the subsequent vacancy).

This process will continue until such time as the reduction occurs in the reduced area. (See example in Appendix C)

If no one elects to move from the reduced area, then the qualified junior employee in the reduced area will be moved to the open position in the expanded area.

The parties will review the efficiency of this process within 6 to 12 months after implementation date.

11. Work Selection

Prior to implementation date and subject to operational needs, employees within the integrated unit will select positions in order of seniority for which they qualify within the Skill Pool, Satellites, and Shop Support Sections.

12. Service Persons

Prior to implementation date, **Fleet Services** management will meet with the affected union representatives to discuss and reach agreement on a process which incorporates operational needs and provides Service Persons with the opportunity to select positions in order of seniority for which they qualify in the Shop Support Section.

Signed this 3rd day of February 1995

FOR THE CITY OF CALGARY

FOR A.T.U. LOCAL 583

FOR C.U.P.E. LOCAL 37

FOR C.U.P.E. LOCAL 709

ROLES

ROLE OF THE FRONT LINE/SHIFT SUPERVISOR:

- Journeyman II qualification
- Good understanding of business operations and procedures
- Demonstrated ability to lead and direct employees
- Communication skills in written and verbal form
- Supervises and delegates work to a number of tradesmen, servicepersons and apprentices
- Administration of collective agreements, City policies and procedures
- Promotion of safe work practices
- Responsible for discipline on his shift
- Maintenance Controller Relief
- Rotate with assigned staff
- Performance reviews and documentation
- Coordinate training for shift personnel
- Documentation (holidays, lieu, labour approval)
- Interviewing in the selection process for hiring
- Responsible for the staff and facilities on his shift
- Liaise with Supply Management Services on parts needs
- e Provide recommendations for purchase/repair of shop tools and equipment.

SKILL POOL SCHEDULES

| SCHEDULE # | HOURS | MON | TUE | WED | THU | FRI | SAT | SUN |
|------------|-------------------|-----|-----|-----|-----|-----|-----|-----|
| 1 | 6:00 am - 4:00 pm | D | D | | D | D | | |
| 2 | 6:00 am - 4:00 pm | | D | D | | D | D | |
| 3 | 3:00 pm - 1:00 am | | A | A | A | A | | |
| 4 | 3:00 pm - 1:00 am | A | A | | A | A | | |
| 5 | 6:00 am - 4:00 pm | | | D | D | D | D | |

D = day shift

A = afternoon shift

APPENDIX C

**PERMANENT POSITION MEMORANDUM (PPM) FOR PERMANENT RE-ALLOCATION OF STAFFING
Journeyman 1 Heavy Duty Mechanic (ATU Local 583)**

AREA TO BE REDUCED Skill Pool Section, Schedule 4

INITIAL OPEN POSITION:

1. Spring Gardens, dayshift, S/S/M off (taken by Employee 3)

SUBSEQUENT VACANCY OR VACANCIES:

2. Employee 3's position: Bearspaw, afternoon shift. S/S/M off
3. Employee 5's position: Schedule 4

| # | Employee | Seniority | Yes | No | Signature | Position Taken | Current Position of Successful Employee |
|---|------------|-----------|-----|----|-----------|---------------------------------|---|
| 1 | Employee 1 | 72-01-01 | | x | xxxxxxx | | |
| 2 | Employee 2 | 73-01-01 | | x | xxxxxxx | | |
| 3 | Employee 3 | 74-01-01 | x | | xxxxxxx | Spring Gardens days, S/S/M off | Bearspaw, afternoon, S/S/M off |
| 4 | Employee 4 | 75-01-01 | | x | xxxxxxx | | |
| 5 | Employee 5 | 76-01-01 | x | | xxxxxxx | Bearspaw, afternoons, S/S/M off | Schedule 4 |
| 6 | Employee 6 | 77-01-01 | | | | | |
| 7 | Employee 7 | 78-01-01 | | | | | |
| 8 | Employee 8 | 79-01-01 | | | | | |
| 9 | Employee 9 | 80-01-01 | | | | | |

SCHEDULE J: SUPPLY MANAGEMENT SERVICES INTEGRATION

MEMORANDUM OF SETTLEMENT

MADE THIS 4TH DAY OF DECEMBER 1995

BETWEEN THE CORPORATION OF THE CITY OF CALGARY,

THE AMALGAMATED TRANSIT UNION LOCAL 583,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 37

The parties herein agree to the terms of this Memorandum as constituting full settlement of all Supply Management Services Department integration issues affecting Journeyman 1 and 2 Partsman and Partsperson at Fleet Services Department. unless otherwise specified, between the parties. Unless otherwise specified, changes to terms and conditions **will** be effected as of implementation date.

The undersigned representatives of the parties do hereby agree to recommend, to their respective principals, the following terms and conditions of integration between the above parties:

1. Bargaining Unit Jurisdictions

- a) Current ratios of establishment numbers for Journeyman 1 and 2 Partsman and Partsperson at Fleet Services will be assigned to each bargaining unit as of implementation date.

The City proposes that we work toward maintaining the above ratios of each bargaining unit within the work force, as much as practicable. This will be used as the "formula" to determine the bargaining unit in which staffing activities will normally take place. However, regardless of the above ratios, additional classifications will not be created in one bargaining unit, if the classification already exists in the other bargaining unit.

- b) The City agrees to send monthly reports to each union outlining the current establishment numbers and the bargaining unit jurisdiction.
- c) Journeyman 1 Partsmen and Partspersons may move within Supply Management Services for relief purposes. Employees required to relieve at other locations will continue to work 10 hours per day.

2. Hours of Work

- a) The hours of work are as outlined in Appendix A. Schedules, which will be fixed, will be 10 hours per day, 4 days per week for a 40-hour work week. Overtime is payable as outlined in the applicable collective agreement with the exception that scheduled or normal hours of work shall be 10 hours per day, 4 days per week.
- b) Overtime - in the giving out of overtime, The City agrees that such overtime would be distributed as equally as possible among employees that normally perform the work.

3. Wages - CUPE Local 37/ATU Local 583

The City proposes to phase in wage parity to Journeyman 1 and 2 Partsperson in the Corporation of the City of Calgary for the CUPE Local 37 bargaining unit as per the attached chart.

4 Statutory Holiday Pay - ATU Local 583

117.08 Where a Statutory Holiday falls on a maintenance employee's normal day off, the employee shall receive 8 hours straight time as Statutory Holiday pay, whenever the time is paid out. At the employee's option, the employee may bank 9 hours straight time and shall be entitled to take time off at mutual convenience. The amount of time absent from work will be deducted from the employee's lieu time bank. Such lieu time shall be taken not later than the end of the subsequent year's vacation.

415.01 A Maintenance employee can use lieu time hours earned for statutory holidays (as per Article 117.08) or Christmas Eve (as per Article 407.01) to attend to personal business such as medical or dental appointments which cannot be scheduled during their time off. Notwithstanding the requirement under Article 117.08 that banked lieu days must be taken no later than the end of the subsequent year's vacation, Maintenance employees may retain a maximum of 10 hours in their lieu time bank at all times in order to accommodate personal appointments.

5. "10% Letter of Understanding

As per the Letter of Understanding between Local 37 and The City of Calgary dated April 23, 1993, The City agrees that the working schedules within the Integrated Unit which requires split days off will be included within the calculation to determine the 10% limit as outlined in the Letter of Understanding.

6. Vacation Preference

Subject to operational requirements, City service or any other combined listing agreeable to the parties will be used to determine preference for vacation selection. The guideline will be 20% as per current practice.

7. Shift Trading

Employees wishing to trade shifts or days off shall be able to do so for a period of up to 4 weeks with the permission of the appropriate Shift Supervisor.

Signed this 4th day of December 1995

FOR THE CITY OF CALGARY

FOR A.T.U. LOCAL 583

FOR C.U.P.E. LOCAL 37

SUPPLY MANAGEMENT SERVICES SCHEDULES - FLEET SERVICES

FOR INFORMATION PURPOSES ONLY

| SCHEDULE # | HOURS | MON. | TUE. | WED. | THU. | FRI. | SAT. | SUN. |
|------------|---|------|------|------|------|------|------|------|
| 1 | 5:45 am - 3:45 pm | D | D | D | D | | | |
| 2 | 5:45 am - 3:45 pm | | D | D | D | D | | |
| 3 | 7:30 am - 5:30 pm Fridays only: 5:45 am - 3:45 pm | | D | D | D | D | | |
| 4 | 5:45 am - 3:45 pm | D | D | | D | D | | |
| 5 | 5:45 am - 3:45 pm | | | D | D | D | D | |
| 6 | 3:15 pm - 1:15 am | | A | A | A | A | | |
| 7 | 3:15 pm - 1:15 am | A | A | | A | A | | |
| 8 | 3:15 pm - 1:15 am | A | A | A | A | | | |

A = afternoon shift

D = day shift

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: LAYOFF PROCEDURE

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

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

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

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

Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: SENT HOME BECAUSE OF INCLEMENT WEATHER

Notwithstanding Clause 5.25, Sent Home Because of Inclement Weather, **effective 2001 January 1st**, the City shall implement the following:

Sent Home Because of Inclement Weather

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

In the event of inclement weather, employees shall be sent home on the basis of reverse order of seniority and qualifications, in the Operating Sections as defined in Clause 5.16.

Upon the completion of a trial period or sooner should the need arise, the parties (C.U.P.E. Local 37, applicable **Business Unit** and **Employee Relations, Human Resources** representatives) shall convene to evaluate the impact of this revised language on the operation.

This letter shall expire on **2002** December **31** unless the parties mutually agree to an extension by **2002** November 1.


Signed this **5th** day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: NON-STANDARD HOURS OF WORK, EXCLUDING PART-TIME

During the term of this Agreement, and notwithstanding Clause 5.05 of the Collective Agreement, should The City identify a requirement for non-standard hours of work which on a scheduled basis shall average ~~38~~ hours per week beyond a ~~6~~ week period of time, The City shall formally discuss the necessity with the Union Executive. The Union shall be fully informed of all particulars, at least ~~1~~ month in advance, prior to any meeting(s).

Employee Relations, Human Resources shall convene a meeting(s) of the parties, to review the needs of the operation, current schedule(s) of work, methods of maintaining the 4 day work week (if applicable), the rationale/necessity for the change to the new schedule(s) of work, review the new non-standard hours of work schedule and any suggested alternatives brought forward by any party. The parties shall reach agreement prior to implementation of any new non-standard hours of work schedules for specified evaluation periods.

Upon the completion of the evaluation period, the parties shall convene to review the impact of such scheduling on the operation.

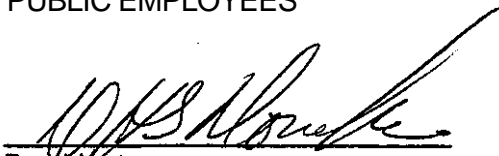
This letter shall continue for the term of this Collective Agreement.

Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: LEAVES OF ABSENCE • MEDICAL REASONS

Temporary (seasonal) employees requiring a leave of absence without pay for medical reasons shall apply, in writing, to the Exempt Supervisor, with a copy to the Union. In granting the leave of absence for medical reasons, the Exempt Supervisor shall contact Human Resources to certify the validity for the leave.

The circumstances in which a leave of absence for medical reasons shall occur are as follows:

1. Where a temporary (seasonal) employee has not finished serving the waiting period and is not yet eligible for Short Term Sickness and Accident (S&A) benefits and Long Term Disability (LTD) benefits:
 - a) yet ceases to be actively employed due to an illness or a non-work related injury and continues to be medically unable to return to work; or
 - b) yet ceases to be actively employed due to a work related injury, is in receipt of Workers' Compensation Total Temporary Disability (TTD) benefits (paid directly to the employee) and continues to be medically unable to return to work.

In a) and b) above, the employee shall apply for and be granted a leave of absence for medical reasons until such time as they are fit to return to work or they are laid off from work. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Municipal Employees Benefit Association of Calgary.

2. Temporary (seasonal) employees - with less than 365 continuous days of service:
 - a) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related injury or a work related injury, is in receipt of S&A benefits and is laid off on or before the 105th day of benefits.

The employee will continue to receive S&A benefits to the earlier of the date they are deemed fit to return to work or to the maximum of 105 calendar days. No leave of absence for medical reasons is required in this instance.

Employees who expect their disability to continue beyond their date of layoff may choose to prepay their LTD benefit premiums from their date of layoff to the end of the elimination period in order to keep their LTD benefit coverage in effect.

- b) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related or a work related injury, is in receipt of S&A benefits and is laid off after 105 days of S&A benefits but prior to 119 days:

The employee shall apply for and be granted a leave of absence for medical reasons to bridge the period of time from the 106th day to the date of layoff. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Municipal Employees Benefit Association of Calgary.

Employees who expect their disability to continue beyond their date of layoff may choose to prepay their LTD benefit premiums from their date of layoff to the end of the elimination period in order to keep their LTD benefit coverage in effect.

- c) where a temporary (seasonal) employee is eligible for S&A and LTD benefits, ceases to be actively employed due to an illness or a non-work related injury or a work related injury, has exhausted S&A benefits (119 days) and continues to be medically unable to return to work:

The employee shall apply for and be granted a leave of absence for medical reasons to cover the elimination period prior to LTD benefits, or from the 120th day to the date LTD benefits become payable, or to the date the employee is deemed fit to return to work or the date of layoff, whichever first occurs. The employee shall be required to pay, in advance all applicable benefit premiums and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Municipal Employees Benefit Association of Calgary.

Employees who expect their disability to continue beyond their date of layoff may choose to prepay their LTD benefit premiums from their date of layoff to the end of the elimination period in order to keep their LTD benefit coverage in effect.


In a), b) and c) above, the elimination period is the 105 calendar days following the expiration of the S&A benefit period. Temporary (seasonal) employees with less than 365 days of continuous service are required to serve an elimination period before LTD benefits become payable.

If an employee elects to maintain their LTD coverage, no refund of premiums will be made should the employee not require the coverage following the elimination period. The employee is purchasing protection in the event their disability continues. If the disability does continue, it is recommended that the employee apply for their LTD benefits approximately 8 weeks prior to the completion of the 105 calendar day elimination period. This will allow Great West Life to complete their adjudication of the employee's claim and issue payment.

This letter shall form part of and continue for the term of this Collective Agreement

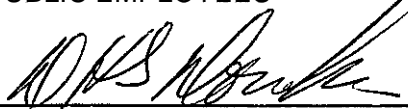
Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: JOB SHARING

The parties recognize that, over the term of this Collective Agreement, permanent employees whose bargaining rights are held by C.U.P.E. Local 37, may approach their employing Business Units with proposal(s) to enter into job sharing arrangements.

In this event, it is agreed that The City and C.U.P.E. Local 37 shall reach a job sharing agreement which is consistent with the City's corporate guidelines with respect to job sharing arrangements.

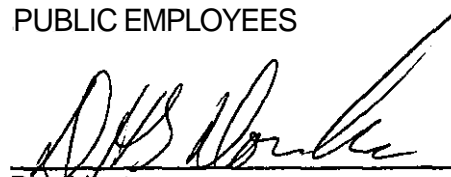
Such job sharing agreement shall be subject to the approval of the membership of C.U.P.E. Local 37 and The City of Calgary.

Signed this 5th day of July, 2001

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: JOURNEYMAN TRADES MARKET EVALUATION

Regardless of whether or not The City is experiencing recruitment or retention difficulties, The City will conduct a market evaluation to assess the total compensation of a number of **Journeyman I and II** positions represented by **CUPE Local 37**. The Journeyman positions to be evaluated are as follows:

- Steel Fabricator
- Welder
- Automotive Mechanic
- Machinist
- Millwright
- Plumber
- Heavy Duty Mechanic
- Parts Person

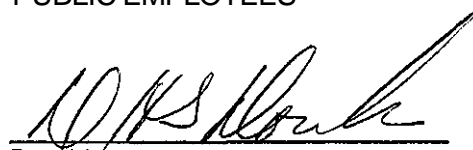
The results of the market evaluation will be reviewed with the commitment to the Union to discuss and adjust wages as agreed to by both The City of Calgary and **CUPE Local 37**. This will be concluded within **90** days of ratification.

Signed this **5th** day of July, **2001**.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

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

RE: MARKET AFFECTED CLASSIFICATION

For the term of the 2001 /2002 Collective Agreement, when the City experiences difficulty in retaining or recruiting employees for certain positions because of the rate of pay required by the market place, The City shall have the right to authorize the placement of new hires on a step of their pay grade which is competitive with the market place. A current employee shall not be paid less than the market adjusted step paid to a new hire. When a current employee's step is adjusted upward for this reason, any hours accumulated toward their next step pay increase shall be applied to subsequent movement to that step. All employees whose step is adjusted in this manner shall be notified of their adjusted step placement.

In the event that the step three hourly pay rate of a classification is not competitive in the market place, the City may set an "out of schedule" hourly pay rate above the classification's step three hourly pay rate. All employees in **classifications** which are adjusted because of the market will be moved to the "out of schedule" classification hourly pay rate. All employees to whom this letter applies shall be notified of the hourly pay rate of their job classification. Employees receiving "out of schedule" pay rates will be given 6 months notice in writing of any reduction or cancellation of the "out of schedule" rates and shall be placed at not less than the step three hourly pay rate of their classification.

The Union will be notified of any market-affected classifications.

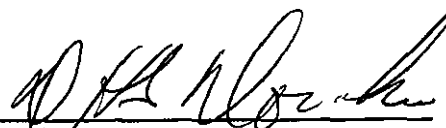
Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: HOURS OF WORK SCHEDULES

The City agrees it will not schedule more than 10% of the full time bargaining unit workforce to shift schedules that are different from those currently contemplated by the provisions of Clauses 5.02 and 5.04 of the Collective Agreement.

Prior to implementation of any such scheduling, the Union will be fully informed of all particulars, at least 1 month in advance.

Should the Union wish to appeal the implementation of such new schedule(s), the appeal shall be in writing to the General Manager and the responsible Executive Officer. Their 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 10% limit.

Should the City wish to exceed the 10% limit, agreement with the Union must be reached prior to implementation.


This letter shall continue for the term of this Collective Agreement.

Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE ~~CITY~~ OF CALGARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: INCLEMENTWEATHER - "MAKE-UP DAYS"

During the term of this Agreement, the parties agree to form a joint Union/Management Committee (with equal representation, 4 each) which shall meet to discuss and study the utilization of "makeup days" to offset lost time as a result of being sent home because of inclement weather.

On occasion, up to 2 additional Business Unit/work unit representatives may be requested by the Committee to attend to participate in discussions relative to their Business Unit/work unit.

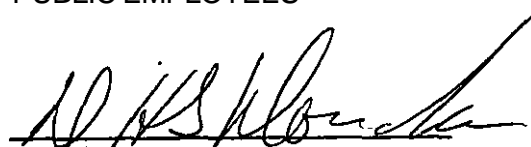
Provided there is mutual agreement between the parties, and if necessary, approval has been granted by the Employment Standards Branch of the Ministry of Labour, "makeup days" may be utilized for a specified evaluation period.

Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

Leader, Employee Relations


President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: TWELVE (12) HOUR OPERATIONS

During the term of this Agreement, and notwithstanding Clause 5.04 of the Collective Agreement, should The City identify a requirement for a **5 week - 12** hour operation, which on a scheduled basis shall average **38** hours per **week**, with consecutive days off, The City shall formally discuss the necessity with **the** Union Executive. The Union shall be fully informed of all particulars, at least **1** month in advance.

The makeup shift shall be **10** hours and full-time employees shall be permitted a **20** minute rest period **in** the first and second half of their **makeup** shift.

The parties shall reach agreement prior to the implementation of any **5 week - 12** hour operation work schedules.

Upon the completion **of** any such schedule, the parties shall convene to evaluate the impact of such scheduling on the operation.

This letter shall continue for the term of this Collective Agreement.

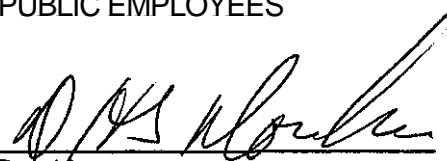
Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE: IMPACT OF ORGANIZATIONAL REVIEW

During the term of this Agreement, it is anticipated that the City may wish to amend the existing Work Units, as identified in Clause 4.14 as a result of changes arising from the organizational review. By extension, this may lead to amendment of the existing Operating Sections as defined in Clause 5.16. It is recognized that no amendments to Clause 4.14 or 5.16 will occur without the concurrence of CUPE Local 37 via a Letter of Understanding which formally modified Clause 4.14, 5.16 or both.

It is further agreed that, over the term of this agreement, management of the work unit(s) or operating section(s), with the assistance of Employee Relations, Human Resources, will formally discuss with the Executive of CUPE Local 37 the reasons for, and implications of, proposed changes to existing work units prior to implementation of any changes.

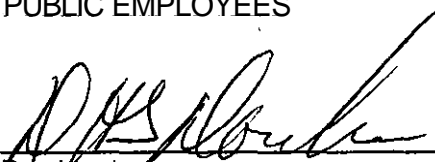
Clause 4.13 of the collective agreement defines seniority as length of service in the work unit. It is agreed that, for the term of this collective agreement, seniority shall continue to be calculated on the basis of the work units reflected in the 2001/2002 collective agreement. Should the parties enter into a Letter of Understanding which amends Clause 4.14, it is understood that such letter will address the seniority issue for the employees affected.

Dated this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37

RE PENSION PLAN

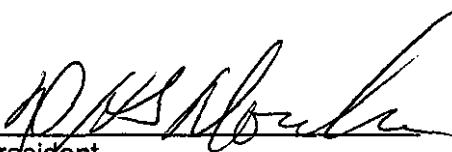
The City of Calgary acknowledges that all eligible employees shall participate in the Local Authorities Pension Plan, or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan Act of Alberta, or the terms and conditions of the successor plan.

Signed this 5th day of July, 2001.

FOR THE CORPORATION OF
THE CITY OF CALGARY


Leader, Employee Relations

FOR THE CALGARY CIVIC EMPLOYEES,
LOCAL 37 OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES


President