

**MEMORANDUM OF SETTLEMENT #4**  
**BETWEEN**  
**THE CITY OF CALGARY**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 38**

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

The Undersigned representatives of the parties do hereby agree to recommend unanimous acceptance, to their respective principals, of the following changes to the **2018 - 2021** Collective Agreement between the above-noted parties.

**PART A – AGREED TO ITEMS**

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

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

119.04 A pregnant employee, ~~who is permanent or who has twelve (12) months~~ **ninety (90) days** continuous service shall be entitled to maternity leave without pay for a period not to exceed ~~fifteen (15)~~ **sixteen (16)** weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the employee may be eligible for benefits as any other employee absent on sick leave. ~~During the first six (6) months of pregnancy~~ **As soon as the employee deems it practicable**, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within **thirteen (13)** ~~twelve (12)~~ weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave, the employee shall be entitled to accumulate service and seniority in accordance with the Union agreement.

An employee who has applied for maternity leave shall be required to pay, in advance, for the non-health related portion of the maternity leave, their share of the

premiums for applicable benefits **as per MEBAC** and any other levies normally in force had such leave of absence not been granted.

119.04.01 Notwithstanding Clause 119.04, employees who are pregnant shall ~~not continue in their positions following such time as, in the opinion of the City Medical Officer in consultation with the employee's personal physician, their ability to carry out their assignments is limited by pregnancy. At this time eligible employees shall commence maternity leave if within twelve (12) weeks of estimated delivery date~~ **and have been deemed unfit for work by her Physician, shall be eligible to apply for benefits under the MEBAC Agreement. Should this employee be approved for Sickness and Accident and/or Long Term Disability prior to the date she had indicated that her maternity leave would commence, this period of absence will not be included as part of her maternity leave.**

~~119.04.03 An employee who has not yet attained permanent status, but who has completed six (6) months or more continuous service may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as a permanent employee in clause 119.04. 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, without claim to any promotions effected during leave of absence.~~

119.04.04 A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least ~~twelve (12) months~~ **ninety (90) days** continuous service is entitled to an unpaid parental leave of up to ~~thirty-seven (37)~~ **sixty-two (62)** weeks for the care of a newborn or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed ~~thirty-seven (37)~~ **sixty-two (62)** weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue and The City will continue to pay its share of the benefit premiums.

119.05 Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed ~~fifteen (15)~~ **sixteen (16) weeks.**

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

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to ~~fifteen (15)~~ **sixteen (16) weeks** shall commence on the date on which the adoptive parent first obtains custody of the child being adopted.

Where both adoptive parents are employees of the City, they may share the adoption leave, with the total leave not to exceed ~~fifteen (15)~~ **sixteen (16)** weeks. The parents may be granted leave simultaneously, subject to operational requirements.

### **Compassionate Care Leave (New Article and Renumber Accordingly)**

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

119.12 ~~A permanent e~~**Employees, who have** at least ~~one (1) year's~~ **ninety (90) days** service with the City, **and who either are unable to qualify for Compassionate Care Leave or who qualify but have exhausted their Compassionate Care Leave,** may be entitled to a ~~leave of absence~~ **Family Leave** without pay to care for ill or elderly family members. ~~Requests for~~ **The granting of** such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. The granting of such leave shall be subject to the needs of the operation. If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member.

203.02 ~~All employees with less than thirty (30) days service in the preceding twelve (12) months shall not be entitled to pay for Statutory Holidays as defined in Article 203.01.~~

**If a statutory holiday falls on a temporary part-time and on-call employees regular day off or on the employee's regular day off during a vacation period, the average daily wage shall be calculated by adding the average daily wages earned by the four (4) weeks prior to the statutory holiday divided by the number of days worked in that period.** ~~must have worked at least five of the previous nine days on which the statutory falls, to be eligible for statutory holiday pay. (For example: if the statutory holiday falls on a Monday, the employee would need to have worked a minimum of five (5) of the previous nine (9) Mondays to qualify for the statutory holiday pay. If the statutory holiday falls on a Friday, the employee would need to have worked a minimum of five (5) of the previous nine (9) Fridays to qualify for the statutory holiday pay). For those who are eligible, pay for the statutory holiday will be based on the average daily hours worked on the days used to determine eligibility.~~

203.03 ~~No benefit shall be granted to any employee for any such legal holiday, if the employee is absent the working day immediately before or immediately following the holiday, unless he has prior permission, or produces proof of illness for such absence. If a Statutory Holiday falls during a period of approved sick leave, the employee shall receive only his regular S & A pay for which he is eligible. If a Statutory Holiday falls~~

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

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

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

203.05 ~~Employees with more than thirty (30) days service in the preceding twelve (12) months~~ who work any Statutory Holiday occurring during his regular work period shall be entitled to double time (2X) pay for hours worked plus straight time for the holiday. The Statutory premium (double time) and the straight time for the day shall be paid out. Shift workers shall receive a minimum of six (6) statutory holidays off per year or lieu days thereof.

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

~~In the event that a shift must be changed from the posted schedule, as much notice as practicable shall be given, but that notice shall be no less than twenty-four (24) hours.~~ **Employees who work a regularly scheduled shift of eight (8) hours per day or less shall be given no less than twenty-four (24) hours written notice of a shift change.** Failure to give at least twelve (12) hours rest between shifts which are being changed as a result of this notice shall result in payment of overtime for any hours worked during such normal rest periods.

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

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

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

## ADDENDUM

### CITY OF CALGARY - LOCAL 38 (CITY HALL STAFF)

#### CLOTHING SCHEDULE

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

#### A. Field Services:

##### Field Representatives and Senior Field Representatives to be issued:

1 winter jacket every 3 years

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

Summer and winter caps as required

Rubber boots as required

1 plastic raincoat as required (turn in for replacement)

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

##### Field Representatives to be issued:

2 pairs of leather boots per year

1 pair of winter boots every second year

##### Senior Field Representatives to be issued:

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

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

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

C. Warehouse Workers and Storemen to be issued:

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

D. By-Law Officers and Animal Control Officers

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

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

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

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

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

(A) - Annually

(B) - Turn in for replacement.

By-Law Enforcement Officers (Animal Services Section)

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

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

(A) - Annually

(B) - Turn in for replacement.

E. Survey Crews

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

F. Lab Technicians - 2 lab coats per year

G. Kennelperson

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

- 4 Long or short sleeve polo shirts (A)
- 3 Pair nylon exercise pants or equivalent (B)
- 2 Pair coveralls (B)
- 1 Pair safety rubber boots (B)

- 2 Pair safety running shoes (B)
- 12 Pair socks (A)
- 1 All-weather jacket (B)
- 2 Name tags

(A) - Annually

(B) - Turn in for replacement.

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

- 2 pair of pants per year
- 1 tunic per year
- 3 shirts per year
- 2 ties per year
- 1 plastic raincoat as required
- 1 pair of leather boots per year
- 1 pair of winter boots every second year in lieu of leather boots
- 1 winter parka per year as required
- 1 pair winter gloves per year

I. Taxi Inspector to be issued:

- 1 pair of coveralls, as required
- 3 shirts per year
- 1 pair gloves or mitts per year
- 1 pair boots or shoes per year
- 2 pairs of pants per year
- 1 winter cap as required per year
- 12 pairs of socks per year
- 3 t-shirts per year
- 1 all-weather multi-layered jacket, as required
- 1 pair of tear-away wind pants, as required
- 1 sweater, as required

J. Data Collection Technicians:

- 1 rain cape and pants per year
- 1 parka (as required)(permanent employees only)
- 1 pair gloves as required.

K. All Field Inspection Personnel:

Coveralls - turn in for replacement.

L. Technician at Planetarium

Smocks as required  
Coveralls as required.

M. Protective Services Officers and Supervisors

The following issue to be replaced as required:

1 cap  
1 cap - winter  
1 jacket - patrol, dark navy  
1 pair gloves, Spectra  
1 belt - Sam Brown  
1 windpants

The following initial issue to be re-issued annually:

1 pair boots/shoes leather or running shoes  
1 sweater – dark navy  
\* 3 shirts – Raeford shirts – Grey with long sleeves  
\* 3 shirts – Raeford shirts – Grey with short sleeves  
3 ties- neck, Dark navy with clip on  
2 pair trousers - long, dark navy with medium blue stripe  
7 pair socks

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

N. Technical Security Systems Technicians, Corporate Security:

**2 short sleeved uniform shirts per year**  
**2 long sleeved uniform shifts per year**  
**2 pair of pants every 2 years (provided by Corporate Clothing)**  
**1 winter jacket every 2 years (provided by Corporate Clothing)**  
**1 CSA approved 6" safety boot, as required**

## LETTERS OF UNDERSTANDING

- Letter of Understanding #1 – Security Guards
- Letter of Understanding #2 – CPS – Fingerprint / Latent Search Unit
- Letter of Understanding #3 – Calgary Police Service – CPIC [**amended**]
- Letter of Understanding #4 – CPS – Public Service Advisors
- Letter of Understanding #5 – CPS Records Processing Unit
- Letter of Understanding #6 – Change in Location [**amended**]
- Letter of Understanding #7 – CPS – Victim Assistance Unit [**amended**]
- Letter of Understanding #8 – Administration of Vacation Entitlement
- Letter of Understanding #9 – Golf Course Division
- Letter of Understanding #10 – Hours of Work
- Letter of Understanding #11 – TESA
- Letter of Understanding #12 – Planning and Control Office, Fleet Services
- Letter of Understanding #13 – Data Collectors, Transportation Data Group – “Working Conditions” and “Rehire”
- Letter of Understanding #14 – Taxi Inspectors, Livery Transportation Services
- Letter of Understanding #15 – Severance Package Option
- Letter of Understanding #16 – Temporary Works Inspectors, Transportation Department
- Letter of Understanding #17 – Statutory Holidays
- Letter of Understanding #18 – Vacation for Employees Working a Mandatory Compressed Work Week
- Letter of Understanding #19 – Work Experience Opportunities for Youth [**amended**]
- Letter of Understanding #20 – Statutory Holidays for Shifts Spanning Midnight
- Letter of Understanding #21 – Hours of Work for Customer Service Contact Reps, 311 Operations Centre [**amended**]
- Letter of Understanding #22 – Vacation Base Dates
- Letter of Understanding #23 - Roads Business Unit – Driveway Positions
- Letter of Understanding #24 – Priority Placement Process
- Letter of Understanding #25 – Roads Traffic Management Centre

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

CALGARY POLICE SERVICE – C.P.I.C UNIT

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

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

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

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

5. As under the eight (8) hour shift schedule, when a statutory holiday falls on an eligible employee's day off, eight (8) hours lieu time will be banked.
6. As under the eight (8) hour shift schedule, when a statutory holiday falls during an employee's vacation, eight hours time or pay shall be given, as mutually agreed.
7. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.
8. Implementation of this twelve (12) hour shift schedules will be effective 1998 January 4.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **201\_**.

FOR THE CITY OF CALGARY

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

\_\_\_\_\_  
M. Brunson  
Manager, Labour Relations

\_\_\_\_\_  
D. Lanovaz  
President

Originally Signed 1985 August 08

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

C.U.P.E. LOCAL 38

CALGARY POLICE SERVICE – VICTIM ASSISTANCE UNIT

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

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

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

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

5. As under the eight (8) hour shift schedule, when a statutory holiday falls on an eligible employee's day off, eight (8) hours lieu time will be banked.
6. As under the eight (8) hours shift schedule, when a statutory holiday falls on an employee's vacation, eight (8) hours time or pay shall be given, as mutually agreed.
7. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306. Such change will not result in the payment of any premiums which may normally have been payable.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **201\_**.

FOR THE CITY OF CALGARY

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

\_\_\_\_\_  
M. Brunsdon  
Manager, Labour Relations

\_\_\_\_\_  
D. Lanovaz  
President

Originally Signed 2006 February 23

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

CHANGE IN LOCATION

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

FOR THE CITY OF CALGARY

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

\_\_\_\_\_  
M. Brunsdon  
Manager, Labour Relations

\_\_\_\_\_  
D. Lanovaz  
President

Originally Signed 2012 October 19

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

WORK EXPERIENCE OPPORTUNITIES FOR STUDENTS OR YOUTHS

This is a Letter of Understanding between The City and The Union with respect to work experience opportunities for students or youth, that resembles unionized work. Students will be enrolled in school full time within the current year with the intent to return to school on a full time basis in the next academic year.

These opportunities may be job creation programs, supported and/or partially funded by the provincial or federal government. Examples of such programs are Canada Summer Jobs (CSJ) and Business Interns and Co-op Students. Implementation of these programs will be as follows:

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

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

b) A term of employment is four months or less. For Business Interns and Co-op students the length of the term is determined by the academic program. Terms of more than four months may be considered as necessary with mutual agreement.

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

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

e) Upon request by either party, a meeting between The Union and the Talent Acquisition Human Resources ~~Adviser~~ **Consultant** may be held to discuss and review recent placements made under this letter.

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

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

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

i) Positions created through Provincial and Federal Job Creation, and Business Intern and Co-operative Education programs will be available to students and youth who meet the criteria set out by these programs.

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

k) Wages for these programs are as follows:

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **201\_**.

FOR THE CITY OF CALGARY

FOR C.U.P.E. LOCAL 38

\_\_\_\_\_  
M. Brunsdon  
Manager, Labour Relations

\_\_\_\_\_  
D. Lanovaz  
President

Originally signed August 8, 2002

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

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

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

1. The regular hours of work shall be nine and one-quarter (9 ¼) hours per day in accordance with a posted shift schedule, working thirty-five (35) hours per week with one-half (1/2) hour off for lunch.
2. All employees on nine and one-quarter (9 ¼) hour shifts shall be permitted a total of twenty-five (25) minutes in paid breaks. The twenty-five (25) minutes of paid breaks may be taken as one (1) fifteen (15) minute break and one (1) ten (10) minute break, or the breaks may be combined into one (1) twenty-five (25) minute break, and must be done with mutual consent and subject to operational needs and scheduling.
3. A week of vacation entitlement is equivalent to thirty-five (35) hours of paid time off as under the seven and one-half (7 ½) hour schedule. For example, an employee with three (3) weeks vacation is entitled to one hundred and five (105) hours of vacation.
4. As under the seven and one-half (7 ½) hour schedule, when a statutory holiday falls on an eligible employee's day off, seven and one-half (7 1/2) hours lieu time will be banked.
5. As under the seven and one-half (7 1/2) hour schedule, when a statutory holiday falls during an employee's vacation, seven and one-half (7 1/2) hours time or pay shall be given, as mutually agreed.
6. Should the requirements of the operation demand, hours of work may be changed under the terms of Clauses 304.02 and 306.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

FOR THE CITY OF CALGARY

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

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M. Brunson  
Manager, Labour Relations

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D. Lanovaz  
President

Originally Signed 2006 February 23

**LETTERS OF UNDERSTANDING – TO BE ADDED TO THE COLLECTIVE AGREEMENT**

- Letter of Understanding #\_\_ - SCOs Flex Work (Start from Home)
- Letter of Understanding #\_\_ - Engineers in Training
- Letter of Understanding #\_\_ - Environmental Education & Initiatives, Parks – Posted Shift Schedule
- Letter of Understanding #\_\_ - Census and Election Clerks
- Letter of Understanding #\_\_ - Roads “Seasonal”

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

**RE: SAFETY CODES OFFICERS FLEXIBLE WORK OPTIONS**

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

**General Understanding:**

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

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

**Expectations:**

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

**General Guidelines:**

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

All Safety Codes Officers participating in the Flexible Work Program Start From Home will be required annually to complete and sign an X0233 (24hour special

purpose vehicle sign-off form). It is management's responsibility to confirm all information as submitted.

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

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

#### **Hours of Work:**

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

#### **Administrative Duties:**

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

#### **Use of City vehicle by Safety Codes Officers:**

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

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

#### **Safe storage and protection of City equipment:**

- The preferred method for protecting The City vehicle assigned to Safety Codes Officers is to store the vehicle inside a garage or secure underground parking. (7days/wk).

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

**Compensation Schedule "A"**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**FOR THE CITY OF CALGARY**

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

\_\_\_\_\_  
**M. Brunsdon**  
**Manager, Labour Relations**

\_\_\_\_\_  
**D. Lanovaz**  
**President**

**Originally Signed December 8, 2014**

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

**ENGINEERS-IN-TRAINING (EIT)**

**Purpose**

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

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

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

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

5. Management will be permitted to fill Exempt Engineering positions with an EIT where an EIT has applied and is deemed the best candidate. The position will be reclassified to an EIT position while the employee is

working as an EIT and will be reclassified back to an Exempt Engineering position once the employee receives their Professional Engineer license.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

FOR THE CITY OF CALGARY

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

\_\_\_\_\_  
M. Brunsdon  
Manager, Labour Relations

\_\_\_\_\_  
D. Lanovaz  
President

Originally Signed on December 10, 2014

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

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

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

1. The regular hours of work shall consist of 7.5 hours per day over a three (3) week period for an average of thirty-five (35) hours per week (RAWW schedule). The days off are to be consecutive. Lunch breaks will be one (1) hour unless it is mutually agreed between the employee and management to reduce the break to thirty (30) minutes.
2. The regular hours of work will begin no earlier than 7:00 am and end no later than 12:00 am.
3. Management will implement afternoon and weekend shifts in order to meet operational needs and keep facilities open. Management will consult with staff regarding shift assignment.
4. These shifts will be scheduled so as to provide each employee with one (1) weekend off in each three (3) week period, and will be posted at least thirty (30) days in advance.
5. If a weekend or evening event is cancelled, an employee may request to change their hours of work. Subject to Management's approval the employee may choose to work another day within the week or different hours on the day in question. The day's work must consist of 7.5 hours. The hours cannot be split over other days. The employees' requested changed will not result in a penalty to the City or the need for overtime as a result of the change.
6. Shift changes by Management based on operational needs will be subject to Article 304 of the collective agreement. Failure to provide twenty-four (24) hours written notice will result in the employee receiving his first (1) hour of pay at double time (2x).
7. Should the requirements of the operation demand, hours of work may be changed under the terms of Clause 306.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**FOR THE CITY OF CALGARY**

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

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**M. Brunsdon**  
**Manager, Labour Relations**

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**D. Lanovaz**  
**President**

**Originally Signed on March 8, 2016.**

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

**CENSUS AND ELECTION CLERKS**

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**FOR THE CITY OF CALGARY**

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

\_\_\_\_\_  
**M. Brunson**  
Manager, Labour Relations

\_\_\_\_\_  
**D. Lanovaz**  
President

**Originally Signed on January 4, 2017**

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

FOR THE CITY OF CALGARY

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

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\_\_\_\_\_

M. Brunsdon  
Manager, Labour Relations

D. Lanovaz  
President

**Originally Signed on August 18, 2016**

## **LETTER OF INTENT #1**

(To form part of the Memorandum of Settlement, but not part of the Collective Agreement)

2019 March 11

D'Arcy Lanovaz  
President  
CUPE Local 38

### **RE: INDEMNIFICATION**

This letter acknowledges that The City of Calgary has been exploring the implementation of a new indemnification policy designed to indemnify members with respect to certain criminal or civil action taken against or in respect of a member, provided that such action arises out of the member's actions while engaged in his duties. Additionally, the member must have acted in good faith and have reasonably believed that he was acting within the course of his employment functions, duties, or powers.

The City also commits to continue to review the indemnification policy during the course of this collective agreement. This indemnification policy will include all members of the bargaining unit and may be subject to the agreement of Calgary City Council.

Until the implementation of a new indemnification policy, The City will continue to review each situation that arises on a case by case basis with respect to possible indemnification under the conditions as described above.

Regards,

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Duncan Hamilton  
Labour Relations Leader

**PART C – MONETARY ITEMS**

**Wages**

- 0% January 06, 2018
- 0% December 24, 2018
- 1.5% December 23, 2019

Signed the \_\_\_\_\_ day of \_\_\_\_\_ 201\_

FOR THE CORPORATION OF  
THE CITY OF CALGARY

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FOR CUPE LOCAL 38

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