

1989 - 1990 COLLECTIVE AGREEMENT

CUPE LOCAL 709

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WAGES	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES	286		
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MEMORANDUM OF AGREEMENT made this 24th day of January, A.D., 1989.

BETWEEN:

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

OF THE FIRST PART

and

CIVIC FOREMEN'S UNION LOCAL 709 OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
hereinafter called "The Union"

OF THE SECOND PART

1.00 COVERAGE AND DEFINITIONS

1.01 Management Rights

The Union recognizes that it is the function of the City of Calgary to exercise the regular and customary functions of management and to direct the working forces of the City, subject, however, to the terms of the agreement.

1.02 Purpose and Coverage

The purpose of this Agreement is to stipulate the minimum wages and working conditions of those employees whose bargaining rights are held by Local 709 of the Canadian Union of Public Employees in accordance with the provisions of the Labour Relations Code.

1.03 Term of Agreement

This Agreement shall be in full force and effect from the date the Agreement is signed until December 31, 1990 and from year to year thereafter, except as hereinafter provided.

1.04 Negotiations Notice

Either party wishing to amend or terminate the Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days and not more than one hundred twenty (120) days prior to the termination date of this Agreement. Pre-negotiation studies may be carried out if mutually agreed.

1.05 Coverage Extension

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

1.06 Classification

The parties agree to accept the rates of pay as shown in the Schedule C.

1.07 New Classifications

The addition of new Local 709 classifications to the City will be carried out as follows:

- (a) Upon receipt of an approved Departmental request for a new or additional position, the Industrial Relations Division of the Personnel Services Department will conduct a review, prepare an evaluation report, create the new classification and accord this classification the appropriate rate within six (6) months of the receipt of the request.
- (b) If an incumbent has been involved in the new classification, the new rate shall be retroactive to the date the request was submitted as per 1.07(a).

1.08 Certification Change

The City, Local 709, and any other employee group(s) may agree to exclude or include certain employees, notwithstanding existing certificates. Such agreements shall be reduced to writing and shall form part of this agreement.

1.09 Certification Change and Seniority

Any employee in the City service who is reassigned to this bargaining unit as a result of mutual agreement between the City and Local 709 or as a result of the decision of the Labour Relations Board, shall have his entire continuous City service recognized for the purpose of establishing a seniority date.

1.10 Certification Change Process

The City agrees that at any time it wishes to exempt any position or employee from Local 709's bargaining unit, it shall first discuss same with the Officers of Local 709. If the local does not agree with the decision of the City, Local 709 may submit the matter to the Labour Relations Board for settlement.

1.11 Pay Adjustments on Reclassification of Current Positions

The classification of positions may be changed from time to time by management due to altered circumstances, such as a change in duties or reorganization of work. In such cases:

- (a) Any employee whose position has changed significantly shall have the right to submit a "reclassification request"; such requests shall be forwarded to both the immediate supervisor and the Industrial Relations Division of the Personnel Services Department.
- (b) Where the classification of a position is lowered, but no demotion is intended, the employee concerned shall not be reduced in pay during the period of his incumbency (except in the event of a general service-wide reduction) but he shall not be entitled to a salary increase except as such an increase may be possible within the range of the class to which his position is re-allocated.
- (c) Where the classification of a position is raised, the employee concerned will be placed in the higher salary range at an appropriate step, retroactive to the date the request was submitted.

1.12 Classification Appeal Procedure

If the employee feels he/she is incorrectly classified as per Clause 1.07 or 1.11 during the term of this Agreement, he/she shall, within thirty (30) days of the notification of results as per Clause 1.07 or 1.11, have the right to appeal to a Classification Appeal Committee. The Union shall have the right to appeal new classifications where there is no incumbent.

The Classification Appeal Committee shall be comprised of three (3) members of the Union and three (3) members from Management and one (1) person from the Wage and Salary Division, Personnel Services Department to act as Chairman. If the Classification Appeal Committee is unable to unanimously agree within thirty (30) days on whether the job is correctly classified and rated in accordance with the Job Evaluation Manual, such dispute shall be submitted, within five (5) days through the grievance procedure beginning at step four.

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

The City will provide the Local with a copy of the current job specification upon the conclusion of a classification review (including appeals, if any).

2.00 UNION SECURITY **AND** EMPLOYEE RIGHTS

2.01 Check-off

The City agrees that all employees covered by this Agreement shall be deducted Union dues on a bi-weekly basis. Such dues shall be set by the Local Union but shall not include fines or assessments. Deductions shall be forwarded to the Secretary-Treasurer of the Union accompanied by a list of names and gender of those employees so deducted and shall be sent to the Union not later than ten (10) days after deduction.

2.02 Technological Change

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

2.03 Technological Change Transfers

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

2.04 Technological Change Separations

When **the** above provisions have been exhausted without success, the following shall apply with respect **to** technological change only:

After ten (10) years of service, and in addition to the normal notice before layoff, the worker shall receive two (2) weeks at one-half ($\frac{1}{2}$) of his regular pay for each year served beyond ten (10) years **to** a maximum of twenty-six (26) weeks.

2.05 No Conflicting Agreements

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

2.06 Pay Days

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

2.07 Union Rights

- (a) The Union shall list with the operating departments the current appointments of Union Officers, C.U.P.E. Representatives and Shop Stewards in each work area and all shall be recognized by management as part of the grievance procedure. A copy of such current lists of Union appointments shall be sent to the Personnel Services Department, Industrial Relations Division.
- (b) 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 Employer. Such representatives shall not be denied reasonable access to the employer's premises in order to investigate and assist in the settlement of a grievance, taking into consideration operating necessities.

2.08 Discrimination

The City shall not discriminate against any of its employees on account of creed, colour, nationality, political beliefs, sex, age, marital status or because of their connection with the trade union movement or any other organization.

2.09 Terminations and Dismissals

Except for cause, permanent employees shall receive notice or pay in lieu thereof or where an employee resigns, he shall give the City notice of resignation, in writing, as specified by the relevant provisions of the current Employment Standards Code.

2.10 Safety

It is agreed that Accident Prevention Policies and Regulations are necessary to protect the best interests of all employees and conformance with and enforcement of them shall be a condition of employment with the City.

2.11 Enforcement Responsibility

Management and all employees covered by this Agreement will consider it an important and essential part of their job to administer the safety program. Management and all employees shall, by precept and example, secure complete compliance with all safety regulations by all workers under their direction.

2.12 Safety Regulations

The City of Calgary Accident Prevention Policies and Regulations as published and amended from time to time, will form the framework of reference within which the safety program will be developed.

2.13 Occupational Health and Safety

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

2.14 Health and Safety Committees

Joint Health and Safety Committees shall be established between Local 709 and the City of Calgary representatives. Committee appointments shall be by mutual agreement. Such committees shall meet regularly (i.e. monthly) to deal with concerns pertinent to Occupational Health and Safety. Terms of reference for committees shall include:

- Investigation of observed and reported health and safety concerns. In addition committee members will 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 management 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 indentifying health or safety hazards.

- Review of accident investigations and trend analysis.
- Appointment of and coordinating sub-committees for the purpose of inspecting worksites.
- Exchange of information regarding health and safety practices between members from various sections of the larger work place.

2.15 Committee Assistance and Mandate Change

It is agreed that the Management, including Personnel Services, and the Executive of Local 709 will assist committee members in acquiring the basic background information and expertise to effectively analyze areas and procedures with respect to identifying potential health and safety hazards.

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

2.16 Implementing Recommended Changes

All Occupational Health and Safety Committee recommendations should be effected as soon as is practicable; if for any reason they are impractical, reasons for the failure to carry out the recommendation should be made clear to the individual making the suggestion and to the Occupational Health and Safety Committee concerned.

2.17 Equipment Safety

It is the responsibility of the management as well as members of Local 709 to make sure of the safe condition of all equipment. Frequent inspections will be made to guard against defects that develop.

2.18 Unsafe Working Conditions

An employee shall not be required to work under conditions identified as being in violation of the Occupational Health and Safety Act and any amendments thereto, or any enactments subsequently legislated in Alberta.

3.00 WARNINGS AND SUSPENSIONS

3.01 Disciplinary Action

- (a) Whenever an employee is disciplined and the discipline is intended to be a matter of record on an employee's file, the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 709 Shop Steward or other Local 709 representative present.
- (b) It is further agreed that after two (2) years' **work** any disciplinary document will be removed from the employee's personal record in the Personnel Services Department, his own department, and in the Union's file, and destroyed and not held against the employee or management in any way.
- (c) All employees shall have the right to see their personal file, by appointment, either in their own department or the Personnel Services Department.

3.02 Filing Time Limit

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

3.03 Filing Procedure

No grievance shall be considered except under the following procedure, including specifically the placing of the grievance in writing at all steps, citing clause(s) allegedly violated, and signed by the employee(s) affected. Copies of all grievances submitted at any step shall be forwarded to the Manager, Industrial Relations Division. Grievances shall be submitted on a form satisfactory to the local and the City.

3.04 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.

3.05 Time Limit Changes

Longer periods of time for consideration of grievances may be given at any step in the procedure, **if** mutually agreeable, except in Step 5 where both parties agree to abide by the Labour Relations Code. Conversely, **if** time limits are not adhered to, either party may proceed to the next step.

3.06 Grievance Handling and Union Activities

No grievance handling or Union activity shall take place on City property, at work sites, or during working hours except with permission of the Supervisor responsible in that work area and such permission shall not be unreasonably withheld.

3.07 Reinstatement

Any employee who has grieved his dismissal or disciplinary suspension by the City, and who is later reinstated prior to Arbitration, shall, subject to the conditions of reinstatement, not lose seniority and shall not suffer loss of regular pay for the time reinstated, taking into account any earnings the employee received while not in the employ of the City.

3.08 Grievance Procedure Steps

Those grievances arising under this Agreement shall be adjusted and settled as follows:-

- (a) Step One - The aggrieved **employee(s)** or Job Steward may present his grievance to the exempt supervisor concerned. A decision shall be rendered within two (2) working days of the presentation. If a settlement satisfactory to the **employee(s)** is not reached, the grievance may proceed to Step Two.
- (b) Step Two - Within two (2) working days of receipt of the Step One decision, the aggrieved **employee(s)** or Job Steward in the affected area may present the grievance to the Division Head, or his designate, who shall consider the grievance in the presence of the **employee(s)** and the **employee(s)** immediate supervisor. A decision shall be rendered within two (2) working days of the presentation. If a settlement satisfactory to the **employee(s)** is not reached, the grievance may proceed to Step Three.

- (c) Step Three - Within two (2) working days of receipt of the Step Two decision, the Union Grievance Committee may submit the grievance to the Department Head. A decision shall be rendered within five (5) working days of the presentation. If a settlement satisfactory to the Grievance Committee is not reached, the grievance may proceed to Step Four. Where management has a grievance, **it** shall submit such grievance at Step Three, and a decision shall be rendered within five (5) working days of the presentation. **If** a settlement satisfactory to the Department Head is not reached, the grievance **may** proceed to Step Four.
- (d) Step Four - Within five (5) working days of receipt of the Step Three decision, either the Department Head or the Union Grievance Committee may submit the grievance to the Board of Commissioners. One Commissioner may hear **the** grievance. A decision shall be rendered within ten (10) working days of the presentation. **If** a settlement satisfactory to the parties is not reached, the grievance **may** proceed to Step Five.
- (e) Step Five - **If** settlement of the **grievance** is not reached within ten (10) working days from the date the City Commissioners receive the grievance in writing, the grievance may be referred within twenty-one (21) days by either party to a Grievance Arbitration Board 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 grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the chairman.

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

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

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

The above time limits may be extended by mutual agreement.

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

Subject to the following paragraph, the Arbitration Board by its decision shall not alter, amend or change the terms of the Collective Agreement.

3.09 Decisions of Arbitration Boards

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

3.10 Dismissal Appeal

Any employee desiring to appeal against his dismissal shall do so under the Grievance Procedure, and in such cases the first three (3) steps may be omitted.

3.11 Discipline Appeal

Any employee desiring to appeal against any discipline, other than dismissal, that is intended to be a matter of record on his 'employee' file, shall do so under the Grievance Procedure, commencing at Step Two.

4.00 SENIORITY, TRANSFER, PROMOTION, LAYOFF AND RECALL

4.01 Definitions

A. Seniority

Seniority is defined as the length of continuous service in the bargaining unit (subject to clause 4.02A), within the work unit, as defined in clause 4.03.

B. Established Position

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

C. Permanent Employee

A permanent employee shall be defined as one who has been selected, as per clause 4.04A, or appointed, as per clause 4.04B, to an established full time position, and has served a complete probationary period (as defined in clause 4.01E), for the purpose of establishing permanency and meeting the requirements of the position.

D. Provisional Position

After twenty-four (24) months of work in a continuous period of service in a work unit (as defined in clause 4.03), the temporary full time employee shall be granted permanent status into a provisional position. Performance reviews shall be performed after at least the ninth (9th) and twenty-first (21st) month of continuous service for those temporary full-time employees.

E. Probationary Period

A complete six (6) month period of work in a continuous period of service shall be served by all employees in any established position in order to assess employees' abilities to meet the requirements of such established positions. Notwithstanding the foregoing, employees not meeting the requirements may be removed from such positions at any time. The probationary period may be extended as required following mutual agreement with Local 709. Probationary status reports shall be completed, at the third (3rd), fifth (5th), and any subsequent month of the probationary period.

F. Temporary Employee

A temporary employee shall be one who has not attained permanent employee status, as per clause 4.01C, or a provisional position, as per clause 4.01D.

G. Probationary Employee

A probationary employee shall be one who has been selected, or appointed, as per clause 4.01C, and is serving a probationary period, as per clause 4.01E.

H. Full-time Employee

The word 'full-time' when used in this agreement, shall refer to an employee who is assigned standard working hours as defined in this agreement.

I. Part-time Employee

The word 'part-time' when used in this agreement, shall refer to an employee who is assigned working hours that are less than the standard working hours of this agreement.

J. Promotion

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

K. Transfer

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

4.02 Seniority Provisions

A. Adjustment of Seniority

An employee's seniority date shall be adjusted to account for any leaves of absence without pay, that exceed thirty (30) consecutive days (except as specified in Article 600), and as per the provisions of clause 3.07.

B. Loss of Seniority

An employee shall cease to **be** in service in the bargaining unit and shall lose seniority only in the event of:

- 1) Discharge for just cause
- 2) Resignation
- 3) Absence from work for four (4) regularly scheduled consecutive working days without notifying the employer.
- 4) Terminations
- 5) Decisions of the Board of Arbitration.
- 6) As per the provisions of Clauses 4.01A, 4.04E, 4.04F, 4.04I, 4.10 .

4.03 Work Units

Work Units are defined as:

A. Electric System

B. Engineering Department

- 1) Streets Construction, Maintenance and Material Plants
- 2) Sanitation
- 3) Sewer Construction and Maintenance
- 4) Wastewater Treatment Plants
- 5) Sludge Injection
- 6) Waterworks Transmission and Distribution
- 7) Waterworks Treatment Plants
- 8) Structures and Buildings

C. Land Department

D. Mechanical Services Department

E. Parks/Recreation Department:

- 1) Parks Areas
- 2) Devonian Gardens and Greenhouse
- 3) Golf Courses
- 4) Zoo (Animal Care)
- 5) Zoo Maintenance
- 6) Cemeteries
- 7) Pools/Leisure Centres
- 8) Arenas/Athletic Parks

F. Police Department:

- 1) Maintenance Branch
- 2) Transport Branch

G. Purchasing Department

H. Transportation Department

- 1) Traffic Operations
- 2) Parking Meters

4.04 Application of Seniority

A. Selections

In staffing positions, selections shall be made on the basis of education necessary for the position, experience, skill, training, ability, knowledge, and other relevant attributes. Where these factors are judged to be **relatively** equal by management, seniority, as defined in **4.01A**, shall be the determining factor.

B. Appointments

The senior employee in the same **work** unit **may be** appointed to a position by management, in accordance with the factors specified in **4.04A**, without posting.

C. Layoff - Permanent Employees

Layoff of permanent employees shall be made on the basis of the least senior in the work unit shall be the first laid off, taking into account the requisite qualifications, as per clause **4.04A**, to satisfactorily perform the work available in the work unit, as defined in clause **4.03**.

No permanent employee shall be affected by a reduction in the work unit, while firstly temporary employees, secondly probationary employees, remain on staff in the work unit, taking into account the requisite qualifications, as per clause **4.04A**, to satisfactorily perform the work available in the work unit, as defined in clause **4.03**.

D. No New or Previous Employees

No new employees, or previous employees, shall be hired until those permanent employees on layoff with recall rights have been given the opportunity of re-employment, taking into account the requisite qualifications, as per clause 4.04B, to satisfactorily perform the work available in the work unit, as defined in clause 4.03.

E. Recall Rights

Employees laid off after completing four (4) or more months work in a continuous period of service in a work unit shall be recalled, subject to clause 4.04D, provided they have the requisite qualifications, as per clause 4.04A, to perform the duties of the positions to be filled. Recall rights shall apply only in the work unit as defined in 4.03 in which such work time was attained.

F. Notice of Recall

Notice of recall will be dispatched by registered mail to the last known address with an appointment set for a time no sooner than fourteen (14) calendar days following the date of dispatch. Failure to reschedule the appointment prior to same or appear for documentation will result in loss of recall rights.

G. Permission to Rest Recall Rights

Upon making written application, an employee may be granted permission to rest recall rights for an agreed period. The application must be approved by both the Personnel Services Department and Local 709, and the employee informed in writing of the decision. All terms and conditions of recall shall apply on expiration of the agreed term.

H. Recall for Employment of Short Duration

An employee recalled for employment of less than two (2) weeks at a time when employed elsewhere shall not lose recall rights for refusal to return to work with the City provided the employee shows the period of employment with the other employer to be of a reasonably longer duration than that offered by the City.

I. Lapse of Recall Rights

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

4.05 Posting of Positions

Management has the sole right to decide on the posting of positions. When a position is posted, such posting shall be for a minimum period of eight (8) days. Such posting shall outline the type of position and the nature of the duties with minimum qualifications required.

4.06 Copies of Postings

A copy of all postings shall be forwarded to the Recording Secretary of the Union, and when an appointment is made, the Union will be notified of the appointee's name, starting date, classification and associated rate of pay.

4.07 Relief Positions

With reference to relief positions, the following criteria shall apply:

- a) a 'relief foreman' eligibility list shall be established and maintained for the work divisions, as defined in clause 4.03, in accordance with the principles outlined in clause 4.04A.
- b) Rank order eligibility for relief purposes shall be the date the eligibility list is established and subject to the following paragraph may be assigned in the order the employees are listed on the eligibility list.
- c) Where deemed practicable and necessary for development and evaluation, management with mutual consent from Local 709 may assign eligible employees on a rotational basis.
- d) When a relief foreman is removed from the list, should the employee reapply and be reaccepted on the list, his rank order eligibility shall be from the date of being reaccepted as a relief foreman.

4.08 Information to Employer

It shall be the responsibility of each employee and previous employee to keep the Personnel Services Department and the work division informed of his current address and phone number.

4.09 Benefits - Information Only

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

4.10 Reversion

All foremen, who transfer or are promoted from other CUPE Locals, may be reverted, for any reason, other than discipline or of their own accord. Upon reversion, these employees shall be placed in the position held prior to promotion or transfer, on the basis of seniority that accrued during the entire period of continuous employment prior to reversion.

Excepting this clause, foremen reverting of their own accord, shall be placed in the lowest position in Local 37's bargaining unit.

5.00 HOURS OF WORK, RATES OF PAY, PAY PREMIUMS

5.01 Hours and Days of Work

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

5.02 Standard Hours of Work

The standard hours of work, subject to the specific provisions of this agreement, shall be nine and one-half (9.5) hours per day, four (4) consecutive days per week, to a total of thirty-eight (38) hours per week, with consecutive days off, or on a scheduled weekly basis, shall average thirty-eight (38) hours per week, with consecutive days off.

5.03 Standard Work Day

The standard work day, subject to the specific provisions of this Agreement, shall be any nine and one-half (9.5) hours worked within the eleven (11) consecutive hours between 0700 and 1800 hours.

5.04 Overtime Entitlement

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

Employees engaged in operations requiring scheduled hours of work other than those identified in Clause 5.02, shall receive overtime pay for hours worked in excess of the standard weekly average of thirty-eight (38) hours.

5.05 Rest Periods

Rest breaks shall be pro-rated against a daily maximum of sixty (60) minutes during a twelve (12) hour scheduled shift (which may occur in two (2) or three (3) periods during that shift), and a daily minimum of forty (40) minutes during a nine and one-half (9.5) hour schedule shift (in two (2) periods during that shift).

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

5.06 Definitions

Single Shift - those shifts which continue for nine and one-half (9.5) to twelve (12) hours per day.

Double Shift - those shifts which continue for nineteen (19) hours to twenty-four (24) hours per day.

Non-Standard Shift - any other than those referenced above.

5.07 Schedules of Work

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

5.08 Work Schedule Notification

The union shall be informed of the establishment of schedules of work prior to being established by the City but in no case shall work be curtailed.

In order to effect the establishment of new schedules of work, the parties agree to convene, and with the assistance of the Industrial Relations Division, to review proposed schedules of work and the needs of the operation. Review committees may be struck in order to seek the input and cooperation of the parties.

5.09 Job Preparation

A maximum of one-half ($\frac{1}{2}$) hour per day, at straight time rates shall be paid in recognition of those instances where a reasonable amount of time is required by Foremen designated by the employer to perform, and have performed advance job preparation and direction prior to and/or after regular hours of work.

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

5.10 Overtime

Overtime will **be** paid under the following circumstances:

- (a) Where overtime is definitely assigned by Management;
- (b) For emergency work in cases of call-outs for which payment is subsequently authorized by the Department Head concerned.

5.11 Definition of Overtime

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

5.12 Overtime Distribution

- (a) In the giving out of overtime, the City agrees that such overtime will be distributed as equally as possible among those qualified to do the work in the work unit.

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

- (b) If overtime work is refused, the number of hours the employee would have worked would be added to the overtime distribution list for that employee for the purpose of ranking that employee for further consideration for equal distribution.

Inability to accept overtime assignments due to employee vacations, suspensions, Sickness and Accident, Workers' Compensation, Long Term Disability and any leaves of absence with pay (or greater than thirty (30) consecutive days), shall not constitute refusal.

5.13 Overtime Work

- (a) Overtime shall be calculated on the basis of double (X2) the regular rate of pay. Double (X2) time shall also be paid for work on regular days off. Overtime calculations shall not include shift differential or any other pay premiums. Work performed to the closest quarter hour (15 minutes) shall be the basis used in the calculation of overtime pay and all such overtime shall be recorded daily for pay purposes.
- (b) Time off ~~may~~ be taken in lieu of overtime with the mutual agreement between the employee and management. In the event agreement is not reached, subclause (4) below shall apply. Such time off shall be granted based on double (X2) the actual hours of overtime worked. In addition, such lieu time will be granted subject to the needs of and as determined by the operations and provided the following conditions have been met:
- 1) intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
 - 2) in the taking of lieu time, the employee will be required to take full shifts off only, and will be paid for such time at the dollar value when earned as overtime;
 - 3) the total number of overtime hours banked and taken is not to exceed thirty-eight (38) in any one calendar year.
 - 4) Any lieu time banked by an employee and not scheduled to be taken as time off prior to December 31st of each year, will be paid out;
 - 5) **Any** overtime accumulated by an employee during the month of December (subject to 3) above) can be carried over into the following year;
 - 6) Part shifts off ~~may~~ be permitted for medical and related appointments. Requests for other reasons ~~may~~ be granted at management discretion.
- (c) A one-half (1/2) hour paid break will be allowed employees working overtime beyond their regular shift. Such break will occur after two (2) hours of overtime worked provided **work** continues following the break and after every four (4) hours of overtime thereafter.

5.14 Holiday Work

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

5.15 Call-Outs

"Call-Outs" shall be paid at the rate of double time (X2) for all hours so worked, with a minimum of two (2) hours at double rate (X2) of pay for each "Call-Out".

5.16 Work Day Extensions

Extensions of the day's work which are interrupted by an unpaid break in excess of two (2) hours shall be paid as Call-Outs regardless of prior notification having been given. Employees shall receive a one-half (1/2) hour paid break upon completion of each four (4) hours worked.

5.17 Shift Differential

A 'per hour' shift differential shall be granted to employees for those hours of their shift which fall outside the standard shift, as identified by Clause 5.03. Where a majority of hours of an employee's shift falls outside the standard shift, the 'per hour' shift differential shall apply to all hours worked.

The shift differential shall be forty (40) cents per hour,

5.18 Shift Change Notice

Twenty-four (24) hours notice shall be given before change of shifts whenever practicable. Failure to give at least eight (8) 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, occurring as a regular part of any firmly scheduled shifts,

5.19 Weekend Work

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

Work performed up to and including:

1/4 shift:	1/4 hour's pay
1/2 shift:	1/2 hour's pay
3/4 shift:	3/4 hour's pay
whole shift:	1 hour's pay

5.20 Pay Procedure for Relieving in Senior Positions

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

5.21 Service Pay

Service Pay shall be granted at the rate of ten dollars (\$10) per month additional to pay for the class of work, after ten (10) years' continuous service with the City; fifteen dollars (\$15) per month after fifteen (15) years' continuous service; twenty dollars (\$20) per month after twenty (20) years' of continuous service; twenty-five (\$25) per month after twenty-five (25) years' continuous service. Service pay shall be paid the pay period following each year of service accrued.

5.22 Inability to Report

It shall be the responsibility of the employee to notify his supervisor (or another stipulated contact) within one (1) hour before starting time of his inability to report to work.

The employee shall notify **his** supervisor (or contact) of the expected date/time of return prior to his starting time.

6.00 LEAVES OF ABSENCE

6.01 Leaves of Absence Administration

Employees while on leave of absence without pay for any reason, shall not be entitled to any remuneration from the City of Calgary, including wages, vacation accumulation, statutory holiday entitlement, any other fringe benefits or premiums nor shall the leave of absence be considered as time accrued towards salary increment increases.

When an employee is granted leave of absence for a period of thirty (30) days or less it is understood that such employee is required to pay their own share of benefit premiums and any other levies which are proper to be made. If the period of leave of absence is for more than thirty (30) days then the employee is required, if the option to continue benefits is chosen, to pay both their own and the employer's share of benefit premiums. The amount of the premiums required to be paid by the employee, in such cases, for pension and long term salary continuance shall be determined on the basis of their basic rate of pay in effect at the date of commencement of their leave of absence. In the case of group life insurance the premium payable is determined on the basis of an employee's basic rate of pay in effect on January 1 of the current year or the date the employee is designated permanent, whichever is later. If the period of leave of absence is for thirty (30) days or less no contributions are required to be made to the Pension Fund.

6.02 Overstaying Leave of Absence

Where an employee overstays a leave of absence the employee shall automatically forfeit his/her position with the City, unless in the opinion of the said Commissioners such overstay was justifiable.

6.03 General Leaves of Absence

An employee desiring a general leave of absence of any kind shall apply, in writing, to the immediate supervisor, with a copy to Local 709, no later than two (2) months in advance of such leave. Applications are generally not granted during prime times as defined by the Departments. The supervisor will forward the application through normal channels to the

Department Head. Should such application be refused, the employee shall have the right to appeal to the Board of Commissioners through the officials of the Local. The decision of the Board of Commissioners shall be final and shall be communicated to the Secretary of the Local in writing.

6.04 Union Office Leave of Absence

When it is necessary for an employee to make application for leave of absence to perform duties of any office in their local union or of the parent union, such request shall have priority over all other applications. During the absence of any employee on special leave of this nature, such employee shall retain their original seniority rights in their department with no decrease in status, but without claim to any promotions effected during their absence on leave. The employee shall have the right on giving one (1) month's notice to return to their previous position.

6.05 Union Business Leave of Absence

Any employee granted any leave for union business will continue to be paid by the City, and subsequently the Union shall reimburse the City, excluding Joint Work Site committee meetings, productivity meetings, labour/management meetings approved by the employer, representation for the purpose of discipline, and up to four (4) representatives of the Local who are employees of the employer for meetings to negotiate with the employer during normal hours of work.

Up to three (3) representatives of the Local who are employees of the employer may attend the grievances at the Department Head, Commissioners and Arbitration level, and shall be recognized as the Grievance Committee. If these grievance hearings are held within working hours, the Committee shall continue to be paid by the City.

6.06 Witness Duty

The employer shall grant leave of absence without loss of seniority and/or benefits to an employee who is subpoenaed as a witness in a civil case in which the City Solicitor certifies the City as having an interest, or where subpoenaed as a witness in a criminal case or who serves as a juror in any court. The Employer shall pay to such an employee the difference between normal earnings and the payment received for jury or witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. It is the responsibility of the employee to advise his supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any court.

6.07 Bereavement Leave - Immediate Family

When death occurs in an employee's immediate family (that is current spouse, parent, step-parent, step-brother, and step-sister, grandparents of the employee and spouse, grandchild, guardian, parent of current spouse, child or ward, brother, sister or a related dependent living in the household of the employee) the employee on request, shall be excused for one (1) week, without loss of regular pay in order to, and does, attend the funeral.

6.08 Bereavement Leave Extension

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

6.09 Bereavement Leave - Distant Relatives

One (1) day's leave with pay to attend funeral services of persons related more distantly than those listed above shall be granted upon request.

6.10 Mourner's Leave

Where the employee under Clause 6.07 is unable to attend the funeral because of distance, one (1) day's leave with pay shall be granted upon request for mourning purposes.

6.11 Leave to Attend Funeral

At Management's discretion and subject to the needs of the operation, those employees in the immediate work unit may be allowed to attend, or to act as pallbearers for the funeral of a member of Local 709 who died on or off the job as a result of work related activity.

6.12 Maternity Leave

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

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

6.13 Maternity Leave - New Employees

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

6.14 Return From Maternity Leave

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

6.15 Paternity Leave

Upon request a father shall be given one (1) day's leave of absence with pay for attending either the delivery of the child or attending to the release from hospital of the mother and the child.

6.16 Education and Training Leave

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

6.17 Military Leave of Absence

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

7.00 VACATIONS AND HOLIDAYS

7.01 Service

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

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

If a permanent employee is absent on S & A or Workers' Compensation for a total of **105** calendar days or less, he shall not lose any vacation entitlement.

7.02 Vacation Entitlement

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

<u>Anniversary or Calendar Years of Continuous Service</u>	<u>Vacation Entitlement</u>	<u>Entitlement in hours*</u>
One (1) year	Two (2) weeks	76
Two (2) years	Three (3) weeks	114
Eight (8) years	Four (4) weeks	152
Eighteen (18) years	Five (5) weeks	190
Twenty-five (25) years	Six (6) weeks	228
Thirty (30) years	Seven (7) weeks	266

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

7.03 Vacation Pay

Vacation pay for one (1) week's vacation as defined above shall be **thirty-eight (38) hours** regardless of the employee's normal work schedule, **if** scheduled weekly hours, or scheduled average weekly hours of work, equal thirty-eight (38) hours per week. **If** scheduled weekly hours, or scheduled average weekly hours of work, are less than thirty-eight (38) hours per week, those employees shall receive vacation entitlement and pay based on those average weekly hours.

7.04 Stacking of Vacations

Employees, upon being entitled to three (3) weeks or more vacation, shall be entitled, upon written request, to save and carry forward to a pre-determined vacation period, one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Department Head and the needs of the operation. Subject to the preceding conditions, an employee entitled to four (4) weeks vacation shall be entitled to save and carry forward to a pre-determined vacation period two (2) weeks of annual vacation per annum to a maximum of six (6) weeks. Such deferred vacation shall be paid at the employee's prevailing salary when taken. However, such deferred vacation shall only be taken subject to the needs of the service and shall not be taken in prime vacation periods as determined by the applicable department or division.

7.05 Holidays During Vacation

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

7.06 Calculation of Vacation Pay

Vacation pay shall be based on the classification rate except as herein noted and shall be calculated on the rate paid for the major period of time during the preceding anniversary period. Any employee who is assigned for four (4) months or more of the anniversary period to shift work shall receive the shift differential of forty cents (40¢) per hour in addition to their regular pay while on vacation.

7.07 Vacation Pro-ration

In order to establish a 1 January vacation credit date for employees hired after 1 January 1980, employees shall be entitled to a pro-rated vacation in their second calendar year of continuous employment, based on the ratio of the length of continuous employment (during their first calendar year of employment) to one (1) calendar year. This pro-rated vacation entitlement must be taken between 1 January and 31 December of the second calendar year.

7.08 Holidays

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

7.09 Holiday Pay During Absence From Work

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

7.10 Holiday on Day Off

If an employee has more than thirty (30) calendar days service in the preceding twelve (12) months and a statutory holiday falls on an employee's regular day off or vacation period, **he/she** shall receive, by agreement with **his/her** supervisor, pay based on scheduled hours of work of the employee's working day preceding the holiday, or nine and one-half (9½) hours, whichever is less, at straight time as statutory holiday pay, or a day off with such pay in lieu of legal holidays occurring on **his/her** regular day off, or vacation period, and such lieu day shall be taken before or with the next annual vacation.

7.11 Holidays During Regular Work Period

All employees with more than thirty (30) calendar days service in the preceding twelve (12) months shall receive at straight time as holiday pay the employee's normally scheduled hours of work for each of the above designated holidays occurring during their regular work period, plus double time (**X2**) for any hours worked on such days.

800 UNIFORM ALLOWANCE

8.01 Uniform Allowance

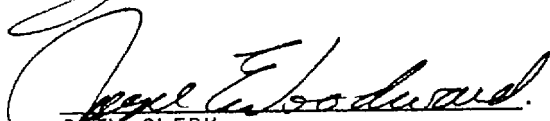
In lieu of providing uniforms to all employees covered by this agreement, the employer agrees to pay, based on a pro-ration of time worked in the bargaining unit, an amount equivalent to the cost of a standard issue of uniform.

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

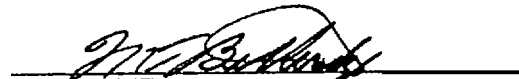
All employees shall therefore be expected to report to work in presentable order and reasonable attire.

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY


MAYOR

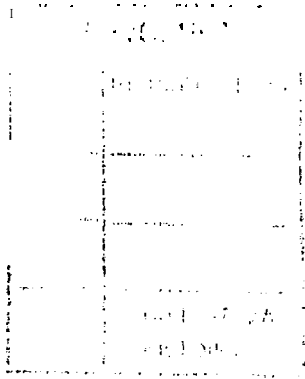

CITY CLERK

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


PRESIDENT


SECRETARY

CUPE NATIONAL REPRESENTATIVE



CLOTHING SCHEDULE A

The following classifications of permanent foremen shall be entitled to the following clothing issue. The employee shall be responsible for the reasonable care and cleaning of clothing issue under this schedule. Replacement of clothing issue shall be at the discretion of management and is dependent upon wear and usage.

NOTE: All gloves to be issued shall be stamped with the City of Calgary identification and replacements shall be issued only upon return of said pair.

<u>CLASSIFICATION</u>	<u>CLOTHING ISSUE</u>	<u>ISSUED</u>
All classifications, where conditions warrant, except Pools.	One (1) pair coveralls, gloves	As required
Pools Classifications, Foreman 3 and 4 level	Sweatsuit, 2 T-shirts, 2 shorts	Once annually
All employees required by management to perform outdoor work in wet or muddy conditions	Slickers, one (1) pair rubber boots	Once annually

CITY OF CALGARY
LOCAL 709 (FOREMEN)

CLASSIFICATION SCHEDULE B

<u>Level</u>	<u>Class Code</u>	<u>Department/Division</u>	<u>Function/Title</u>
Foreman 1	59-3810	Parks.Recreation Parks.Rec/Facilities Parks.Rec/Parks	Working (Crew) Foreman Greenskeeper (Winter) Amenities (Winter) Irrigation (Winter)

Foreman 2	59-3820	Engineering/Streets	Manhole (Asphalt) Rehab Sidewalk/Island Sweeping Street Sweeping (Days) Stripping White Wing
		Parks.Rec/Leisure Serv.	Safety Patrol Boat
		Parks.Rec./Parks	Gardener Foreman (Winter)

Foreman 3	59-3830	Electric System	Underground Repairs & Construction
		Eng./Sewer	Calgro (Field, Winter) Confined Entry Construction & Repairs Shop/Support Serv. Stockroom/Repairs Utility (WWTP)
		Eng./Streets	Asphalt Crew Bridge Crew Chip Stockpile Concrete Crew Grada11 (Breakout) Lane Coring Plants Snow and Ice Control Street Sweeping (Nights) Trouble Shift Truck Coordinator (Asphalt)

<u>Level</u>	<u>Class Code</u>	<u>Department/Division</u>	<u>Function/Title</u>
		Eng./Waterworks	Building & Grounds Maintenance (Water Treatment Plant) Meter Installation Construction & Main- tenance Stockroom
		Parks.Rec/Facilities	Arena/Athletic Park Cemetery Foreman Greenskeeper (Golf) Swimming Pool Foreman
		Parks.Rec/Parks	Amenities (Summer) Irrigation {Summer) Nursery Weed & Pest (Summer)
		Parks.Rec/Zoo	Grounds Maintenance
		Trans./Traf. Op.	Signing, Detours, Road Marking Parking Meters
<hr/>			
Foreman 4	59-3840	Eng./Sewer	District Foreman Lift Stations Video/F.A.C. Inspection
		Eng./Streets	Finishing (Concrete) Formsetting (Concrete) Large Paver Small Paver
		Eng./Waterworks	Dispatch & Rehab. Hydrant Foreman Support Serv.
		Parks.Rec/Fac.	Arena/Athletic Park Leisure Centre Pool Swimming Pool/Fitness Centre
		Parks.Rec./Parks	Gardener Foreman (Summer)
		Parks,Rec/Zoo	Asst. Animal Care Foreman

<u>Level</u>	<u>Class Code</u>	<u>Department/Division</u>	<u>Function/Title</u>
Foreman 5	59-3850	Electric System	Underground Construction
		Eng./Sanitation	Collection/Landfill
		Eng./Sewer	Calgro Foreman (Summer) Chief Operator (WWTP) Large Const. Crew
		Eng./Streets	Bridge Foreman Zone Foreman
		Eng./Waterworks	Main Replacement/Extension Mechanical Foreman(WTP)
		Parks.Rec/Facilities	Arena/Athletic Park Greenskeeper (Summer)
		Parks.Rec/Parks	Devonian Gardens Foreman Nursery Foreman
		Parks.Rec/Zoo	Animal Care Foreman Horticulture Foreman
Foreman 6	59-3860	Eng./Sanitation	Container Collections
		Eng./Sewer	Catch Basins Const./Repairs Plant Maintenance
		Eng./Streets	Const. (Concrete) Const. (Paving) Zone 1 Foreman
		Eng./Waterworks	General Construction/ Maintenance Foreman Trunk Mains Foreman
		Parks.Rec/Parks	District Maintenance Foreman

<u>Level</u>	<u>Class Code</u>	<u>Department/Division</u>	<u>Function/Title</u>
Foreman 7	59-3870	Eng./Structures & Buildings	Plumbing Foreman
		MSD/Shops	Equipment Shop Foreman Welding/Fabricating Foreman

CITY OF CALGARY
LOCAL 709 (FOREMAN)

PAY SCHEDULE C

<u>Class</u>	<u>1 January 1989</u>	<u>1 January 1990</u>
Foreman 1	\$16.26	\$16.83
Foreman 2	16.79	17.38
Foreman 3	17.51	18.12
Foreman 4	18.24	18.88
Foreman 5	19.03	19.70
Foreman 6	19.83	20.52
Foreman 7	20.80	21.53
Plumbing		
Welding Shop		
Heavy Equipment Shop		

SCHEDULE D: SUPPLEMENTATION OF COMPENSATION

1. (a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and include any person to whom the employee and spouse stood in loco parentise.
- (b) "dependent child" means an unmarried child, who, at the time the employee died, was being supported by the employee and
 - (i) is less than eighteen years of age; or
 - (ii) is eighteen years of age or over; and not more than twenty-one years of age, and is in attendance full-time at an accredited school or university, having been in such attendance substantially without interruption since he reached eighteen years of age; or
 - (iii) is eighteen or more years of age and not more than twenty-one years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen years of age.
- (c) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only **if** by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation; and
 - (ii) a disability is prolonged only **if it** is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death.
- (d) "full pay" means the 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 of 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, 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). Unemployment Insurance Commission premiums, Group Life Insurance, Alberta Blue Cross and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the employee from time to time.
- (f) "widow" means a woman who has survived 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 where there is no lawful wife at the time of death of the employee includes a common-law spouse.
- (g) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by her at the time of her death and where there is no lawful husband at the time of death includes a common-law spouse.
- (h) "common-law spouse" includes any man or woman who, although not legally married to an employee, lives and cohabits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of five years or more; or has maintained such relationship for a continuous period of two 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 5, pay to each dependent child up to a maximum of four, monthly a sum equal to twenty percent (20%) of the full pay that the employee would have received from the City had he not been killed, the said sum to be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would have been required to retire from the employ of the City whichever is the earlier.

(b) Where the employee leaves surviving him more than four (4) dependent children, the total sum payable by the City pursuant to Article 4 (a) shall be paid to 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, 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 eighteen years may properly be paid by the City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the City.
 - a. 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 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 twenty percent (20%) of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this appendix shall be administered by the Finance Department of the City of Calgary.
14. Affidavits in a form and containing such information as may be prescribed by the City be filed annually with and on a date to be specified by the Finance Department of the City by the following persons:
 - (a) widow/widowers;
 - (b) guardians of dependent children under the age of eighteen (18) years;
 - (c) dependent children over eighteen (18) years of age;
 - (d) disabled employees.
15. Throughout this appendix, where the term "employee" is used and where terms reflecting male and/or female gender are used, it shall be considered that either the feminine or masculine has been used where the context of the application so requires.