



COLLECTIVE AGREEMENT BETWEEN

THE CORPORATION OF
THE CITY OF CALGARY

AND

LOCAL 254
OF THE
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

2021-2024

IBEW Local 254 Contact Information:

Internal Mail Code 99

Address 3615 – 29th Street N.E.,
Calgary, AB T1Y 5W4

Phone 403-250-5558

Fax 403-291-0921

Web <http://ibew254.ca>

Email

Office Administrator admin@ibew254.ca

Business Manager jsbriegel@ibew254.ca

Asst. Bus. Manager kstoshnof@ibew254.ca

Meetings The 1st Tuesday of each month at 1730 hours.

THE CITY OF CALGARY
and
LOCAL 254 I.B.E.W.

ARTICLE 1 – SCOPE	7
ARTICLE 2 – GENERAL DEFINITIONS	7
ARTICLE 3 – TERM OF AGREEMENT.....	7
ARTICLE 4 – UNION OFFICERS RIGHTS	8
ARTICLE 5 – DISCRIMINATION & HARASSMENT.....	8
ARTICLE 6 – UNION DUES	8
ARTICLE 7 – GRIEVANCE PROCEDURE	9
ARTICLE 8 – DISCIPLINARY ACTION AND FILE RETENTION.....	10
Disciplinary Action Notice	10
Disciplinary Document Expiry	10
File Review	10
Exoneration	10
ARTICLE 9 – SUPPLEMENTATION OF COMPENSATION	10
ARTICLE 10 – EMPLOYEE BENEFITS AND PENSION.....	15
ARTICLE 11 – SALARIES AND RATES OF PAY.....	16
ARTICLE 12 – PAY DAYS	16
ARTICLE 13 – VACATIONS AND STATUTORY HOLIDAYS.....	16
(1) Vacations	16
(2) Statutory Holidays	18
ARTICLE 14 – HOURS OF WORK	20
(A) Standard Hours of Work	20
(B) Non-Standard Hours of Work	20
ARTICLE 15 – SHIFT WORK.....	22
ARTICLE 16 – OVERTIME, CALL OUT, and STANDBY.....	22
(10) Standby	23
ARTICLE 17 – OVERTIME BANK.....	24
ARTICLE 18 – SENIOR WORK.....	24

ARTICLE 19 – EMPLOYEE AND POSITION DEFINITIONS.....	24
Probationary employee _____	24
Permanent employees _____	25
Temporary employees _____	25
Limited Term position _____	25
Regular (established) position _____	25
Provisional position _____	25
Trial period _____	25
ARTICLE 20 – PROMOTION, TRANSFERS & REVERSION.....	26
ARTICLE 21 – LEAVE OF ABSENCE.....	27
General Leave of Absence _____	27
Family Leave _____	27
Compassionate Care Leave _____	28
Bereavement Leave _____	28
Union Leave _____	28
Overstaying Leave of Absence _____	29
Subpoenaed _____	29
Maternity Leave _____	29
Parental Leave _____	29
Adoption Leave _____	30
Birth/Custody Leave _____	30
Military Leave _____	30
ARTICLE 22 – DISMISSALS AND REDUCTIONS IN STAFF.....	30
(6) Layoff Procedure _____	31
ARTICLE 23 – AUTOMATION AND JOB SECURITY.....	31
ARTICLE 24 – RE-ENGAGEMENT OF FORMER EMPLOYEES.....	32
ARTICLE 25 – TOOLS AND TOOL REPLACEMENT.....	32
ARTICLE 26 – WORKING DEFINITIONS.....	32
(1) Electrical Journeyperson Qualifications _____	32
(2) Voltage _____	32
ARTICLE 27 – WORKING CONDITIONS.....	32
(1) General _____	32
(2) Protective Clothing and Equipment _____	33
ARTICLE 28 – JOB CLASSIFICATION.....	33
A. JOURNEYPerson _____	33
1. Journeyperson Electrician _____	33
2. Journeyperson Signals Electrician/Technician _____	33
3. Journeyperson Instrumentation Technician _____	33

4.	Senior Journeyperson Signals Electrician/Technician _____	34
5.	Systems Electrical/Instrumentation Control Technician _____	34
6.	Maintenance Technician/Leadhand _____	34
7.	Safety Codes Officer _____	34
8.	Working Foreman/Leadhand _____	34
9.	Senior Operations Journeyperson Electrician _____	34
10.	Electrical Instrumentation Planner _____	34
11.	Crew Foreman _____	35
12.	Senior Safety Codes Officer _____	35
13.	Senior Electrical/Instrumentation Systems Control Technician _____	35
14.	Crews Foreman / Coordinator _____	35
B.	TRADE SUPPORT _____	35
1.	Dispatcher _____	35
2.	Labourer (Electrical) _____	35
3.	Electrical Assembly Specialist _____	35
4.	Groundman I/ UV Specialist I _____	35
5.	Groundman II/UV Specialist II _____	36
6.	Maintenance Man (Electrical) _____	36
7.	Foreman (Trade Support) _____	36
C.	OTHERS _____	36
1.	Storeworker _____	36
2.	Storekeeper _____	36
3.	Senior Storekeeper _____	36
ARTICLE 29 – APPRENTICES		36
(6)	List of Apprentice Classes _____	37
(7)	Electrical Apprentices _____	37
ARTICLE 30 – COPIES OF THIS AGREEMENT		38
PAY SCHEDULE _____		40
PAY NOTES: _____		42
LETTERS OF UNDERSTANDING		43
RE:	V.O. BANK FOR CREW, CREWS FOREMAN AND COORDINATORS _____	43
RE:	JOINT LABOUR/MANAGEMENT COMMITTEE _____	44
RE:	POTENTIAL FOR EXPANDING NON-TRADES STAFF _____	45
RE:	WCB ADMINISTRATION AND 119 DAY TOP-UP _____	46
RE:	SIGNAL SERVICES DIVISION _____	47
RE:	STANDARD HOURS OF WORK _____	48
RE:	TRAINING _____	50
RE:	VACATION CARRYOVER FOR RETIRING EMPLOYEES _____	51

RE: WORK ON 100' AERIAL DEVICE _____ 52
RE: WORKING FOREMAN _____ 53
RE: ELECTRICAL SAFETY CODES OFFICERS FLEXIBLE WORK OPTIONS _____ 54
RE: MASTER ELECTRICIAN ELECTRICAL PERMITS DESIGNATE _____ 57

COLLECTIVE AGREEMENT BETWEEN:

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

OF THE FIRST PART

and

LOCAL 254 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
hereinafter called "The Union"

OF THE SECOND PART

ARTICLE 1 – SCOPE

This Agreement shall stipulate the rates of pay, and working conditions for all employees whose exclusive bargaining rights are held by Local Union 254, International Brotherhood of Electrical Workers, in accordance with the provisions of the Labour Relations Code.

Local 254 IBEW 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 to the terms of this agreement.

ARTICLE 2 – GENERAL DEFINITIONS

(1) Exempt Supervisor

Where the term Exempt Supervisor is found within the Collective Agreement it is understood to include all Management Supervisory Personnel, unless otherwise specified.

(2) Plural Terms May Apply

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

ARTICLE 3 – TERM OF AGREEMENT

This agreement shall remain in full force and effect from the date both parties ratify the agreement until **2024** March 30. Either party to this agreement may within a period of not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the date of expiry of this agreement by notice, require the other party to this agreement to commence bargaining. All terms of this agreement shall remain in full force and effect

during negotiations in accordance with the Labour Relations Code. Should such notice not be given by either party, this agreement shall continue in full force and effect until **2025** March 30, and so on for each succeeding yearly period or until such time as the required notice has been given.

Letters of agreement contained in this collective agreement can be grieved by either party, except where the letter contains provisions stating that it cannot be grieved. These letters shall be reviewed at the expiry of this agreement.

ARTICLE 4 – UNION OFFICERS RIGHTS

- (1) Management shall be informed by the Union of current appointments of Union Officers, Business Agents and Shop Stewards in each work area.
- (2) Union activity may take place on City property or at work sites during working hours with prior permission being granted in each case by the Exempt Supervisor responsible in that work area and such permission shall not be arbitrarily withheld.
- (3) The Union shall notify the applicable Business Unit Exempt Supervisor of any employee requiring time off to act on official Union business.
- (4) The City agrees to allow Local 254 an opportunity for orientation with all new employees. The Union Steward or other Union Official shall be granted up to 15 minutes of work time, with no loss of pay, to ensure the employee is introduced to the Union.

ARTICLE 5 – DISCRIMINATION & HARASSMENT

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

The City and the Union are jointly committed to improving the workplace by maintaining a work environment for all their employees/members, which is free from all forms of harassment. In order to help enhance the dignity and self worth of all employees/members the City and the Union are jointly committed to a harassment free workplace. Neither The City nor the Union will tolerate, ignore or condone workplace harassment. All employees/members are responsible for respecting the dignity and rights of their co-workers.

ARTICLE 6 – UNION DUES

The City agrees to deduct from each payroll normal union dues and dues according to the Rand Formula.

ARTICLE 7 – GRIEVANCE PROCEDURE

The City and the Union jointly recognize the desirability of preventing grievances through the use of good judgment, good communications and clear directives by both parties. Employees are to attempt settlement of differences with their Exempt Supervisor, preferably with a Job Steward present. However, any legitimate grievance that does arise will be dealt with according to the following procedure:

The time limits specified in the grievance procedure may be extended by agreement between the employer and the union.

For the submission of grievances, “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. No grievance will be considered unless brought forward in writing within the outlined timeframes. A copy of all grievances will be forwarded to the Manager, Labour Relations.

Step One - The employee(s) concerned, in company with the Shop Steward and/or Union Representative, will contact **their Manager or in the case of the Calgary Police Service (CPS), Inspector or Civilian Management Exempt equivalent** and request that the grievance be adjusted. All grievances must be submitted to the Manager, **or CPS equivalent**, within 10 (ten) working days from the date of the incident prompting the grievance, who shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Two - Where the Manager, **or CPS equivalent**, is unable to adjust the grievance satisfactorily, the employee (in company with the Shop Steward and/or a representative of the Union) will place the grievance in writing before the Director, designate in the applicable Business Unit, **or CPS Superintendent or Civilian Management Exempt equivalent**, within five (5) working days of receiving the Manager’s decision. The Director, designate, **or CPS equivalent**, shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Three - Where the Director, designate in the applicable Business Unit **or CPS equivalent**, is unable to adjust the grievance satisfactorily, the employee (in company with the Shop Steward and/or a representative of the Union) will place the grievance before the General Manager, designate **or CPS Chief or Designated Deputy Chief**, within five (5) working days. The General Manager, designate, **or CPS equivalent**, shall hear the grievance within ten (10) working days and shall render a decision within six (6) working days from the date the grievance was heard.

Step Four - If the grievance is not settled above within 5 (five) working days from the date the General Manager, designate, **or CPS equivalent**, rendered a decision, the Union and The City may require the establishment of a three (3) person Arbitration Board, or a one (1) person Board if the parties agree, in accordance with the Labour Relations Code. The party submitting the grievance to arbitration will advise the other party in writing of its intent to proceed and name its nominee to the Arbitration Board within thirty (30) calendar days of the date that the parties received the General Manager or designate’s decision.

All grievances shall receive fair, just and prompt consideration by all concerned with their adjustment.

Employees shall be notified in writing of the grounds for discipline or discharge.

ARTICLE 8 – DISCIPLINARY ACTION AND FILE RETENTION

Disciplinary Action Notice

(a) When an employee is disciplined and the discipline is to be a matter of record, the employee shall be given written particulars stating the just cause that warranted such action and a full explanation of the terms of the penalty. The employee shall be advised of the right to have a Union Representative or designate present as an observer.

(b) When an employee is being investigated by management on any matter which could result in discipline or when disciplinary documents are to be placed on an employee's personnel file, employees will be advised that they have the right to union representation at the meeting. All information related to an investigation and/or disciplinary action shall be provided to the union.

Disciplinary Document Expiry

After one (1) calendar year's time, any disciplinary document will be removed from the employee's personnel file in Human Resources, the Business Unit Supervisory file and the Union's file. These documents shall be destroyed and the discipline shall not be held against the employee from this point on.

File Review

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

Exoneration

If an employee is exonerated and the discipline has resulted in lost wages to the employee, The City shall reimburse the employee for such wages.

ARTICLE 9 – SUPPLEMENTATION OF COMPENSATION

Preamble

In the event that an eligible employee (i.e. one who meets the MEBAC eligibility requirements and who is an LAPP member) is totally disabled or killed in the course and in the scope of their employment with The City of Calgary (The City), this Supplementation of Compensation (SOC) provision shall be applied as outlined in this Article, provided that the employee's total disability or death was not the result of an intentional act to cause injury or death (unless the cause of the employee's disability or death is accepted as a work-related psychological or psychiatric injury by the Worker's Compensation Board).

The purpose of SOC is to:

- a) provide an employee who has been totally disabled with their regular, biweekly base pay until such time as they become eligible to retire to an unreduced pension; or
- b) provide an eligible surviving spouse, dependent child or children of the employee who has been killed with regular biweekly basic pay replacement (including service pay) until such time as the employee would have been eligible to retire to an unreduced pension;
- c) after the period in b) ends, if there is an eligible spouse, provide them with a regular payment equal to the monthly Local Authorities Pension Plan (LAPP) pension they would have received had the employee died following their assumed retirement as per Clause 5.03 of this Article. Such payment shall continue for the life of the eligible spouse.

1.00 Calculation of SOC Payments

- 1.01 For the purposes of SOC, “regular basic pay” or “full pay” means the regular biweekly rate of pay and the regular hours worked biweekly. Service pay is also included. Non-standard payments such as premiums, allowances or overtime are not included in the calculation.
- 1.02 The SOC payment to an employee who is totally disabled shall be subject to the normal deductions which were in place at the time their total disability commenced, such as mandatory statutory deductions, contributions to the LAPP or any City pension plan, Canada Pension Plan, extended health care and dental premiums, and Union dues.
- 1.03 The SOC payment to a surviving spouse shall be subject to mandatory statutory deductions, deductions equivalent to LAPP or other City of Calgary pension plans, extended health care and dental premiums, and any other deductions agreed upon by The City and The Union. Mandatory statutory deductions will be based on the exemptions of the surviving spouse.
- 1.04 The SOC payment to a dependent child or children shall be subject to mandatory statutory deductions, extended health care and dental premiums and any other deductions agreed upon by The City and The Union. Mandatory statutory deductions will be based on the exemptions of the child or children.
- 1.05 If the employee occupied a classification or position in which they would have progressed, only by reason of time in the classification or position had they not been killed or totally disabled, 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 they were killed or totally disabled, the regular, biweekly basic pay replacement shall be recalculated when appropriate to reflect the higher rate of pay.
- 1.06 The SOC payment set out in Clause 4.00 will be recalculated to reflect any economic salary changes negotiated from time to time in accordance with

the Collective Agreement provided however that the SOC payment will never be less than what the employee was receiving at the time of their death or total disability.

2.00 Offset of SOC

2.01 As a result of the death or total disability, the employee or their survivors may be eligible for payments from third parties which may include, but are not limited to, the Worker's Compensation Board (WCB) or the Canada Pension Plan (CPP). These payments may take the form of a lump sum, annuity, pension or ongoing payments. It is incumbent on the employee, or the party who is to receive the SOC payments, to apply for any such third-party payments for which they are eligible at the time of the death or total disability. The employee, or SOC recipient, will report any payments received to The City, and any payments except those which were personally contracted for by the employee, will be reported to The City and may be used to offset The City's obligations under this Article. The City shall not offset SOC payments against payment(s) received through the City's Life Insurance Plan.

3.00 Alternate Settlement

Labour Relations and The Union representing the eligible spouse or child/children of an employee, may agree to a lump sum payment of three times (3x) the employee's regular annual salary in lieu of ongoing SOC payments as per Subclauses 4.02, 4.03 and Clause 5.00.

4.00 Death in the Course and Scope of Employment

4.01 In the event an employee is killed, in the course and scope of their employment, SOC payments will be paid to their surviving spouse.

A spouse is a person who, at the time of the employee's death, was lawfully married to, or living as a common-law spouse with, the Member. A common-law spouse is a person with whom the employee was living in a marriage-like relationship for a continuous period of at least three years or a relationship of some permanence if there is a child of the relationship, whether born, unborn or adopted.

4.02 Regular, biweekly basic pay replacement will be effective as at the date of the employee's death and will be paid until the earliest of:

- a) the death of the surviving spouse; or
- b) the date the youngest dependent child reaches an age where they are no longer a dependent; or
- c) the date the employee would have retired to an unreduced LAPP pension.

4.03 If the employee had no spouse at the time of their death but is survived by a dependent child or children, each dependent child, up to a maximum of four (4), will be entitled to a regular biweekly basic pay replacement equal to twenty per cent (20%) of the amount calculated as per subclause 1.04. If there are more than four (4) dependent children, the total sum of up to eighty per cent (80%) shall be paid to the children in fixed, equal shares.

The payment to each child shall continue as long as that child remains a dependent. A dependent child of the employee includes a child, whether born before or after the employee's death, a legally adopted child or any child to whom the employee stood *in loco parentis*. A child is recognized as a dependent if, at the time of the employee's death, they are:

- (a) eighteen (18) years of age or younger; or
- (b) up to twenty-one (21) years of age and a full-time student at an accredited school or university; or
- (c) up to twenty-one (21) years of age and, as a result of a disability, were being supported by the employee.

The sum payable by The City to a dependent child, or children, may be paid to the guardian of the child or children.

4.04 The City shall ensure that a surviving spouse and dependent children who were covered under The City's extended health care and dental plan at the time of the employee's death, continue to be covered as long as they remain eligible in accordance with the terms of the plan.

4.05 As of the date the employee would have been eligible to retire to an unreduced LAPP pension, the regular, biweekly pay replacement to the surviving spouse and/or children ends. However, at that time, the surviving spouse will begin to receive the amount calculated in Clause 5.00.

5.00 Replication of Pension

5.01 At the time the employee is killed in the course and scope of their employment, the surviving spouse or child/children may be entitled to a lump sum payment, or a regular pension, from the LAPP which is based on the years of service and final average salary the Member had with the LAPP at the time of their death. These entitlements are established in the plan text of the LAPP.

5.02 The payment referenced in Subclause 5.01 provides compensation for the employee's service between the date the employee began to participate in the LAPP as a City employee and the date of death. The City recognizes that, had the employee not been killed in the course and scope of their employment, they would have contributed to the LAPP until they were eligible to retire to an unreduced pension.

Therefore, The City will provide the eligible surviving spouse with a regular payment which replicates the spousal pension they would have received had the employee lived to retirement and then died subsequent to their retirement.

Mandatory statutory deductions shall be taken from such payments.

- 5.03 The City and The Union agree to engage an actuary to calculate the surviving spouse's payment (based on the LAPP plan rules in effect at the date of retirement). The City and The Union will agree on the actuary. The City will pay the associated costs.

The purpose of the actuarial calculation will be to determine:

- (a) the LAPP pension to which the employee would have been entitled for the period from the date they began to participate in the LAPP as a City employee to date of retirement to an unreduced pension, using the highest average salary (as that term is defined in the LAPP text), based on salary to date of retirement and the LAPP pension formula in effect at the date of retirement;
- (b) the LAPP pension to which the employee would have been entitled for the period from when they began to participate in the LAPP as a City employee to date of death, using the highest average salary based on salary to date of death and the LAPP pension formula in effect at date of retirement;

The payment to the surviving spouse will be based on the value calculated in (a) minus the value calculated in (b).

The actuary will convert the LAPP pension from its "normal" form to the form offered to a surviving spouse on pre-retirement death, both as defined in the LAPP plan text.

6.00 Total Disability of an Employee

- 6.01 In the event an employee is totally disabled, and their disability is recognized by the WCB to have resulted from their employment, they shall be eligible for SOC.

- 6.02 "Totally disabled" means suffering from a severe and prolonged mental or physical disability and for these purposes:

- (a) a severe, total disability is one which renders an employee incapable of regularly pursuing any substantially gainful occupation, and
- (b) a prolonged, total disability is one which is likely to be long, continued and of indefinite duration or is likely to result in death.

- 6.03 On an employee's behalf, The Union shall provide Labour Relations, Human Resources, with medical information from the employee's treating physician(s) to establish a claim under the SOC plan on the basis of being totally disabled as a result of an occupational injury. If the claim is not accepted by Labour Relations, the decision regarding eligibility will be

submitted to an independent medical practitioner who specializes in the field of medicine relating to the disability experienced by the employee for a final and binding decision. If The Union and The City cannot agree on an independent medical practitioner, either party can refer the matter to arbitration as per Article 7 of the Collective Agreement.

- 6.04 The regular, biweekly basic pay replacement shall continue until such time as the employee dies or the earlier of:
- (a) the date the employee is eligible to retire to an unreduced pension; or
 - (b) the date on which the employee recovers and is capable of being self-employed or employed by The City, or another employer, at a salary equal to, or in excess of, their regular, biweekly basic pay replacement.
- 6.05 The regular, biweekly basic pay replacement will be adjusted in the event the employee partially recovers and The City finds alternate employment which the employee is capable of performing, with The City. In such case, the salary paid by The City will be deducted from their regular, biweekly basic pay replacement.
- 6.06 A totally disabled employee may earn up to twenty per cent (20%) of their annual, regular basic pay from work performed for an employer other than employment with The City without a reduction in their regular, biweekly basic pay replacement. Any earnings in excess of twenty per cent (20%) shall be deducted from their regular, biweekly basic pay replacement.

7.00 Administration

- 7.01 The interpretation and amendment of this Article is the responsibility of the Labour Relations Division, Human Resources.
- 7.02 The administration of this Article is the responsibility of the Pay and Client Services Division, Human Resources.
- 7.03 Documentation in a form and containing information as required by The City shall be provided annually on a date specified by Human Resources of The City by:
- (a) a surviving spouse;
 - (b) the guardians of dependent children under the age of eighteen (18);
 - (c) a dependent child over eighteen (18) years of age;
 - (d) a disabled employee or their legal designate.

ARTICLE 10 – EMPLOYEE BENEFITS AND PENSION

Employees shall participate in the Municipal Employees Benefit Association of Calgary and are eligible for applicable benefits therein in accordance with the terms and conditions of the agreement between The City of Calgary and the Municipal Employees Benefit Association of Calgary.

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

ARTICLE 11 – SALARIES AND RATES OF PAY

- (1) Wages shall be paid under this agreement according to the attached schedule, computed on an hourly basis, and paid bi-weekly.
- (2) Employees covered by this Agreement shall be paid service pay as follows:
 - (a) after ten (10) years service with The City, ten dollars (\$10.00) per month;
 - (b) after fifteen (15) years service with The City, fifteen dollars (\$15.00) per month;
 - (c) after twenty (20) years service with The City, twenty dollars (\$20.00) per month;
 - (d) after twenty-five (25) years service with The City, twenty-five dollars (\$25.00) per month

Service pay will be paid out once annually, third pay period of each year.

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

ARTICLE 12 – PAY DAYS

- (1) All employees covered by this agreement shall be paid bi-weekly through the direct deposit process.
- (2) All employees' statements of earnings and deductions shall indicate hours worked.

ARTICLE 13 – VACATIONS AND STATUTORY HOLIDAYS

- (1) Vacations
 - (a) All employees shall be entitled to a pro-rated vacation entitlement for their first calendar year of service.
 - (b) In order to establish a standard January 1 vacation credit date, following receipt of the first year's pro-rated entitlement as referenced in 13(1a), an employee's vacation base date shall be established as January 1 of the year in which they were initially hired or rehired. All subsequent vacation entitlements shall be determined by the provisions of Article 13(1c) (formerly Article 13(1a)).
 - (c) All employees covered by this Agreement shall be entitled to vacations with pay based upon the completion of anniversary years of continuous service in accordance with the following:

ANNIVERSARY YEARS OF CONTINUOUS SERVICE	VACATION ENTITLEMENT	ENTITLEMENT IN HOURS (35 hours)	ENTITLEMENT IN HOURS (40 hours)
One (1) year	Two (2) weeks	70	80
Two (2) years	Three (3) weeks	105	120
Eight (8) years	Four (4) weeks	140	160
Seventeen (17) years	Five (5) weeks	175	200
Twenty-five (25)	Six (6) weeks	210	240
Thirty (30) years	Seven (7) weeks	245	280

Vacation selection shall be determined in order of City service whereby senior employees will be given priority within the selection process.

Effective January 1, 2011, employees moving from another City Bargaining Unit, who have attained permanency and have exhausted reversion rights will have their vacation base date reset to reflect their most recent hire/rehire date with The City.

- (d) Employees' vacation entitlements shall be reconciled January 1st of any year and an employee may be allowed to use vacation prior to **their** anniversary date with the understanding an adjustment may be necessary if **they leave** the City service.
- (e) Statutory Holidays occurring during the vacation period shall be given in addition to the above-mentioned weeks of vacation.
- (f) One week of vacation entitlement shall normally be forty (40) hours, but in all cases based on an employee's average weekly hours of work.
- (g) The provisions of the pertinent holidays with pay orders of the Province of Alberta shall also be complied with.
- (h) Any employee who is assigned for a major portion of the year to rotating shift work shall receive the hourly shift differential in addition to **their** regular pay while on vacation.
- (i) Employees, upon being entitled to three (3) weeks or more vacation, shall be entitled, upon written request, to save and carry forward to a future vacation period one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Exempt Supervisor and the needs of the operation. 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 written approval of the Exempt Supervisor with regard to the needs of the service and shall not be taken in prime vacation periods as determined by the applicable business unit or Division.

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

For the purpose of banking, a week shall normally be forty (40) hours, but in all cases based on an employee's average weekly hours of work.

Years of Service	Vacation Entitlement	Bankable Vacation
0 - 1	2 weeks	None
2 - 4	3 weeks	1 week
5 - 7	3 weeks	None
8 - 16	4 weeks	1 week
17 - 24	5 weeks	2 weeks
25 - 29	6 weeks	2 weeks
30 or more	7 weeks	2 weeks

- (j) **Employees who take one of the following leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, Sickness and Accident, Long Term Disability, Worker's Compensation shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.**
- (k) For shift workers who do not regularly enjoy Saturday and Sunday off, Management shall endeavour to arrange the annual vacation period to start or end with the particular individual's usual day off so the employee may benefit by these two days as other workers do.
- (l) Vacation pay shall be **paid at the prevailing rate for the pay grade most worked** during the preceding pay calendar year (i.e. PP01-PP26).

(2) Statutory Holidays

- (a) The following shall be considered Statutory Holidays:
 New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, one half (1/2) day on **Christmas Eve (i.e. December 24)**, Christmas Day, Boxing Day.
 All 'general' holidays proclaimed by The City of Calgary and/or the Government of Alberta and/or the Government of Canada shall also be observed, except where such 'general' holiday is declared in lieu of the above named Statutory Holiday, in which case the lieu day only shall be observed in place of the named Statutory Holiday. Statutory Holiday entitlements will be defined and coded to the date on which the shift starts.
- (b) In recognition that many Statutory Holidays are based on Christian Holy Days, and that many employees may choose to celebrate other Holy Days based on their individual faith, Management shall permit employees, on an annual basis, to submit documentation indicating their request and their religion are bona-fide, and to designate up to three (3) Holy Days in lieu of Good Friday, Easter Sunday and Christmas Day where regular work is normally performed on these days. The designation will be made in writing to their Exempt

Supervisor no later than two months prior to the requested day off or the Christian holiday that is being exchanged, whichever comes first.

Employees selecting this option will take the designated days as a Statutory Holiday and the relevant provisions of Article 13 shall apply. The granting of time off for such designated Statutory Holiday shall be at the Exempt Supervisor's discretion, based on operational needs. Employees who select this option will treat the original Statutory Holidays as regular days and will be paid at the appropriate straight-time rate.

- (c) If a statutory holiday or designated lieu day falls during a period of approved medical leave (S&A, LTD, WCB), the employee will receive only the sick pay for which they are eligible **during the employees regular scheduled working day.**

Employees will receive a lieu day, as listed in Article 13(2)(a), on a non-scheduled working day.

Employees who work their regular scheduled shift on the holiday will receive premium pay and will not be required to produce proof of illness where the employee is absent the working day before and/or the working day after the holiday.

For a period not to exceed twelve (12) months, while on Maternity Leave, Parental Leave, Adoption Leave, and Family Leave, and Compassionate Care Leave, employees shall be credited with a banked lieu day, based on the employee's scheduled days off prior to going on leave.

- (d) Where a Statutory Holiday falls on an employee's regular day off, and such day is not worked by the employee, the employee shall be entitled to take a regular day off in lieu of such holiday. Such days off to be mutually agreed upon between the employer and the employee. For work performed on legal or Statutory Holidays occurring during regular days off, the employee shall receive double time for hours worked, plus compensating time off in lieu of the Statutory Holiday. The overtime/double time is subject to the overtime provisions in Article 16. Any lieu time accumulated by an employee and not taken as time off prior to December 31st of the subsequent year shall be paid out.
- (e) Coding and payment of Statutory Holiday premiums for hours worked on a Statutory Holiday that is an employee's regular day of work will be defined and coded to the date on which the shift starts. If a Statutory Holiday falls on an employee's regular working day, the employee shall receive a day's pay for the holiday but if the employee works, the employee shall also receive double time for the hours worked.
- (f) Shift Workers will observe the actual day of the Statutory Holiday rather than the lieu day where a day is declared in lieu of a Statutory Holiday.

Employees on shift work, should a statutory holiday occur on their day off, shall receive a day's pay for the Statutory Holiday and double time for any hours worked if called upon to work. A shift worker working on a statutory holiday which falls on their regular shift shall receive a day's pay for the holiday

plus double time for all hours worked, plus single shift differential, or at the employee's option, shall receive double time for all hours worked and shall be entitled to take a regular day off in lieu of such holiday. Such days off are to be mutually agreed upon between the employer and the employee. Any lieu time accumulated by an employee and not taken as time off prior to December 31st of the subsequent year shall be paid out.

ARTICLE 14 – HOURS OF WORK

Shifts will be defined and coded to the date on which the shift starts.

(A) Standard Hours of Work

Either of the parties may decide at any time to revert from a non-standard work week to a standard work week schedule. Notice of desire to revert must be given at least thirty (30) days prior to completion of a complete cycle. Standard hours of work shall comprise the following:

- (1) (a) An ordinary work week shall consist of forty (40) hours, eight (8) hours per day, from Monday to Friday inclusive for employees in Signal Services, Stores and Facilities Operations, Water and Wastewater Treatment Plant Operations.
- (b) An ordinary work week shall consist of thirty-five (35) hours, seven (7) hours per day, Monday to Friday inclusive for employees in Building Safety & Inspection Services.
- (2) An ordinary work day shall include the hours between 7:00 a.m. and 12:00 noon and 12:30 p.m. to 5:00 p.m. except as mutually agreed between the employer and the Union.
- (3) Where the Business Unit's operations demand, any five (5) consecutive days out of any seven (7) may constitute a work week, and any eight (8) consecutive hours with one-half (1/2) hour for lunch additional after approximately four (4) hours shall constitute a day's work.
- (4) Work Schedule Change Notice

Where it is found necessary to change an employee's work hours from one schedule to another with different days off, a work week may be prolonged or shortened as the change requires, but the employee will not be paid overtime if **they work** the required number of hours to receive a full pay, with the total number of required days off, regardless of where they may occur, during that pay period. All such changes shall be posted three (3) days prior to being worked or as mutually agreed. Work involving non-standard hours of work on Saturday and/or Sunday shall be paid at overtime for the first Saturday and/or Sunday involved.

(B) Non-Standard Hours of Work

With the exception of employees working in the Signals Division/Over Dimensional Loads Service, employees' work week shall occur between Monday and Friday.

- (1) Employees working in Roads, Transit, CPS, Finance & Supply, **Building Safety & Inspection Services** and **Facilities Management**.

The hours of work shall consist of forty (40) hours per week averaged over a two (2) week period. The maximum number of hours to be worked in a day shall be nine (9). There shall be two (2), twenty (20) minute breaks.

- (2) Employees working in **Building Safety & Inspection Services**, Transit, Water Services and Roads.

The hours of work shall consist of forty (40) hours per week. The maximum number of hours to be worked in a day shall be ten (10). There shall be two (2), twenty (20) minute breaks.

- (3) Employees working in Building Safety **& Inspection Services**.

The hours of work shall consist of thirty-five (35) hours per week, worked over a two (2) week period, seven and **three quarters (7.75)** hours per day (excluding a half (1/2) hour unpaid lunch break). There shall be two fifteen (15) minute break times. **Thirty (30) days written notice shall be given to move between a thirty-five (35) hour work week and a forty (40) hour work week, as noted in #1 or #2 above.**

- (4) Signals Division/Over Dimensional Loads Service

The hours of work shall consist of forty (40) hours, ten (10) hours per day. The hours of work shall commence at (21:00) and shall end the subsequent day at (07:00); defining an ten (10) hour shift. There shall be two (2), twenty (20) minute breaks.

- (5) Temporary Schedule Changes

Employees who work a regularly scheduled shift of eight (8) hours or less, shall receive written schedule change notice three (3) days prior to being worked or as mutually agreed. Work involving non-standard hours of work on Saturday and/or Sunday shall be paid at overtime for the first Saturday and/or Sunday involved.

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

- (C) Notwithstanding the above, the parties to this Agreement may also mutually agree to hours and days of work other than those stated above in order to meet operational needs. The Union shall be consulted in advance with a written business case and such changes shall not be implemented until agreement from the Union is obtained in writing. Such agreement shall not be unreasonably withheld.
- (D) **A work week will be defined as consecutive days of work that occur between Monday and Friday. Shifts are defined as the consecutive hours of work during any working day and contained within a shift schedule. A shift schedule is continuous weekly or monthly pattern of shifts and establishes a consecutive cycle of a days on and off.**

ARTICLE 15 – SHIFT WORK

Shifts shall be defined and coded to the date on which the shift starts.

- (1) Schedules shall be posted. A shift schedule for the entire year is to be set up for all revolving rotating shift workers.
- (2) Effective September 27, 2010, a one dollar (\$1.00) per hour differential will be granted to employees working a straight shift, the major portion of which occurs between 3:00 p.m. and 7:00 a.m.
- (3) Employees working on Saturday or Sunday shifts shall receive an hours' extra pay.
- (4) Shift hours shall be so arranged that there shall be consecutive hours' rest between shifts as follows:
 - 8 hour shifts, 16 consecutive hours of rest between shifts
 - 9 hour shifts, 15 consecutive hours of rest between shifts
 - 10 hour shifts, 14 consecutive hours of rest between shifts
 - 12 hour shifts, 12 consecutive hours of rest between shifts.

Should an employee be required to work during this intermission, **they** shall be paid at the overtime rate, except when changing shifts according to a set schedule. All changes in shift hours shall be posted in accordance with Article 14 (B)(5).

- (5) Where there are only two (2) shifts, any nine (9) consecutive hours shall constitute a day's work.

ARTICLE 16 – OVERTIME, CALL OUT, and STANDBY

- (1) Work during any period of hours other than those mentioned in Article 14 and 15 shall be considered as overtime.
- (2) The City agrees to distribute such overtime as evenly as possible among the members of the Division. Such distribution of overtime will occur between January 1 and December 31st.
- (3) Double time (2X) shall be paid for all overtime. No employee shall be required to take time off in lieu of overtime pay.

- (4) A one-half (½) hour paid lunch break will be allowed employees working overtime beyond their regular shift on a continuous basis. Such lunch break will occur after two (2) hours of overtime worked and after four (4) hours of overtime worked thereafter. Where an employee is called in to work overtime **they** will receive a one-half (½) hour paid lunch break upon completion of each four (4) hours of overtime worked.
- (5) (a) A worker completing overtime work at a time eight (8) hours or more prior to **their** regular shift shall be paid at overtime rate for the overtime worked only.
- (b) A worker performing overtime work for a period of four (4) hours or more shall be paid at overtime rate for their next regular shift, providing the period of four (4) hours or more infringes on the eight (8) hour period immediately prior to their next regular work period.

At an employee's request, and with City permission, a worker who has worked four (4) or more overtime hours, may be absent for the purpose of resting during the regular hours immediately following the overtime. Such permission to be absent shall not be unreasonably withheld. The worker shall be paid their regular wage rate for such hours.

- (6) All overtime shall be computed on an hourly basis.
- (7) Normally, an employee shall receive payment of no less than four (4) hours straight time when called out for work. However, if an employee is called out for work between midnight and the commencement of the employee's regularly scheduled day shift, the employee shall receive a minimum of three (3) hours pay at double time (2X).
- (8) Where an employee is required to perform work without physically attending the worksite (e.g. via telephone), the employee will be provided a minimum of 1 hour's pay or pay for the actual time worked, whichever is greater, both at two times (X2) their hourly rate.

Any subsequent work performed within one hour of the commencement of the initial work will be included in the calculation of actual time worked but will not trigger an additional 1 hour minimum.

- (9) In certain administrative and supervisory positions some overtime work is performed regularly and becomes a consistent part of the job pattern. Each of these cases should be reviewed on its merits and an appropriate adjustment be made to recognize this situation. Scheduled overtime shall be paid when authorized.

(10) Standby

When an employee is directed to be personally available and accessible to the operation during "off" hours and this requirement limits or restricts the employee's activities away from the job, the employee shall receive standby pay.

Employees will receive one (1) hour of pay for standby hours occurring after any work day, and two (2) hours of pay for standby hours occurring on a non-working day. Standby pay will be paid at the employee's current rate of pay.

Standby schedules shall be posted one full calendar month prior to its effective date. Employees will not be scheduled for standby pay more frequently than one (1) week during any four (4) week period.

ARTICLE 17 – OVERTIME BANK

Time off may be taken in lieu of overtime pay at a mutually agreed to time between the employee and the manager.

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

When taking banked overtime off it shall be granted subject to the needs of the operations and provided the following conditions have been met:

- (A) Employee will have the choice to bank the time or be paid the overtime by stating at the time the overtime is actually worked;
- (B) When taking banked overtime, the employee shall be paid **at the prevailing rate of pay**, for the hours most worked rate based on the previous calendar year (i.e. PP01-PP26).
- (C) An employee's overtime bank cannot exceed a maximum of eighty (80) straight time hours at any given time;

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

ARTICLE 18 – SENIOR WORK

- (1) When an employee is assigned to a higher rated position they shall be paid the rate applicable to the assigned position.
- (2) Where a Labour Crew has assigned an employee for added responsibilities above the Labourer (Electrical) duties, **they** shall receive the Groundman I/UV Specialist 1 rate of pay.

ARTICLE 19 – EMPLOYEE AND POSITION DEFINITIONS

Probationary employee

A probationary employee shall be one who has been **selected** to a regular (established) position in the bargaining unit but who has not completed a probationary period in the City Service.

The probationary period in Local 254 shall be six (6) months in one regular (established) position; however, any accumulation of ten (10) or more days of absence from work will be added to the stipulated six (6) month period.

It is agreed that all probationary employees will have a probationary status report completed at the 3rd and 5th month of the probationary period. When an employee receives an unsatisfactory report, the employee's attention will be drawn to that part of the form which indicates the employee's option to grieve.

Permanent employees

A permanent employee shall be one who has been in the Bargaining Unit continuously for a period of six (6) months occupying an regular (established) position or alternatively has been assigned a provisional position.

- 1) When the Business Unit is required to do work for a customer (other Utilities, etc.), the staff delegated shall remain on the payroll of the City of Calgary, and their status as a permanent employee shall not be affected.
- 2) If an employee is sent to school to improve skills or knowledge or conversely sent to another organization for purposes of giving instruction or direction, the employee shall remain on the payroll of the City of Calgary and their status as a permanent employee shall not be affected.

Temporary employees

A temporary employee shall be one who has not attained permanent status. Such employees will be classed as permanent employees upon the completion of the twenty-four (24) months continuous or thirty (30) months cumulative service as per Article 19 (1). Any accumulation of ten (10) or more days of absence from work will be added to the stipulated twenty-four (24) month period. In the event of a work reduction Articles 22 and 24 shall apply.

Temporary employees, occupying a Limited-Term Position who subsequently obtain an regular (established) position within the same job classification, in the same division, with more than six (6) months but less than twenty-four (24) months continuous service, shall have their six (6) month probationary period reduced by one-half of the length of their temporary service, but will serve no less than three (3) months.

The City will not separate these employees merely to break service.

Limited Term position

This is not a permanent position. This typically has an end date or it is expected that the limited term duration will end.

Regular (established) position

A regular (established) position is a position that has been authorized as part of the normal establishment of a City Business Unit.

Provisional position

If no regular (established) position becomes available after 24 months of continuous or 30 months cumulative service of full time work in a Business Unit, the temporary employee shall be assigned to a provisional position, and shall be considered a permanent employee. Employees, who become provisional and have received satisfactory performance reviews, shall not be required to serve a probationary period.

Trial period

A six (6) month trial period shall be completed by permanent employees who are occupying a new position and who have previously completed a probationary period in the City service. Trial period performance reviews shall be completed at the 3rd and 5th month of the trial period. When an employee receives an unsatisfactory report, the

employee's attention will be drawn to the part of the form which indicates the employee's option to grieve.

ARTICLE 20 – PROMOTION, TRANSFERS & REVERSION

- (1) In making promotions in any Business Unit, such **selections** shall be made from the permanent staff of such Business Unit, provided that the applicants have the necessary qualifications. Both in promotions and reductions, seniority and ability are to be considered. Where an employee requests or is required to return within a period of six (6) months to their former classification, Management, in consultation with the Union, will make every effort to accommodate the employee in their former position or in a position of a comparable nature.
- (2) Eligibility lists, showing eligibility of employees for relief purposes which include sickness, accident, vacation and training will be posted and bid every twelve (12) months in places easily accessible to all employees. These lists will be subject to appeal under the Grievance Procedure by the employees affected.
- (3) When a vacancy occurs in a Business Unit, it may be posted electronically subject to the needs of the operation, and if posted electronically, the vacancy shall be filled from the permanent IBEW bargaining unit staff of the Business Unit in accordance with Article 20(1). If it is necessary to select an applicant from outside the Business Unit, applications from the bargaining unit employees shall be considered in accordance with Article 20(1) prior to any other applications. A copy of the posting shall be forwarded to the Business Manager, and shall be posted for at least seven (7) **working** days. When a **selection** has been made the Business Manager of the Union shall be notified of the **applicant's** name and Business Unit in order that the Union may place its objections, if any, before Business Unit Management.
- (4) When a permanent employee transfers to another Business Unit and/or jurisdiction and/or management exempt **they** shall retain reversion rights to **their** former Business Unit and/or base position for a period of one (1) year. All extensions to this one (1) year timeframe must be mutually agreed, in writing, by the Manager and the Union thirty (30) days prior to the end of the one (1) year timeframe.

Such employee shall rest **their** seniority in **their** former Business Unit and such seniority may be used to bid on a position in **their** former Business Unit that is posted outside that Business Unit.

Such employee's seniority, for the purpose of promotion within **their** new Business Unit, shall be from the date of transfer to the new Business Unit.

Such employee's seniority, for the purpose of layoff in the new Business Unit, as per Article 22 (2), shall include credit for I.B.E.W. service from **their** previous Business Unit.

- (5) Permanent employees, promoted or transferred from an regular (established) position under the provisions of Article 20, to a limited term position shall retain seniority, for up to twenty-four (24) months, in the regular (established) position from which they were promoted or transferred and for which they have completed the trial period. Such employee will be returned to their former position and salary rate

without loss of seniority at the expiry of the limited term position or the twenty-four (24) month period.

- (6) When an employee is transferred within a Business Unit, **they** shall retain and accumulate **their** seniority.
- (7) A management exempt employee who returns to the bargaining unit shall receive credit for the Business Unit seniority **they** had at the time **they** left the bargaining unit.
- (8) An employee leaving on vacation for an extended period of time wishing to ensure that **their** application will be considered for senior positions, for which **they are** eligible, and which become vacant during **their** absence, may do so by signing the appropriate form.

ARTICLE 21 – LEAVE OF ABSENCE

General Leave of Absence

- (1) Any employee desiring leave of absence must apply for same to their Manager. Should **their** application be refused, **they** shall have the right to appeal to the Director through the proper officials of the Union. The decision of the Director shall be final and shall be communicated to the Union in writing.

Employees, while on leave of absence without pay of greater than thirty (30) calendar days, for any reason, shall not be eligible for any remuneration from The City of Calgary including wages, vacation accumulation, statutory holiday entitlement, any other fringe benefits or premiums nor shall the duration of the leave be considered as time accrued toward salary increment increases. Additionally an employee's seniority date(s) shall be adjusted to take into account any leave of absence without pay in excess of thirty (30) calendar days.

Family Leave

- (2) Employees who have at least ninety (90) days service with The City, and who either are unable to qualify for Compassionate Care Leave or who qualify but have exhausted their Compassionate Care Leave, shall be entitled to a Family Leave without pay to care for ill or elderly family members. The granting of such leaves shall be subject to operational needs and shall be given priority over other requests for unpaid leaves of absence for personal reasons. Family Leave shall be granted subject to the needs of the operation. No loss of seniority or service shall result from such leave.

Employees who are granted Family Leave are responsible for payment of their share of Municipal Employees Benefit Association of Calgary premiums if such leave does not exceed 30 consecutive days. If the leave exceeds 30 consecutive days the employee shall be required to prepay their own, and the employer's share of Municipal Employees Benefit Association of Calgary premiums.

If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within the Corporation which would allow an employee to meet their responsibilities to an ill or elderly family

member, consideration will be given to the transfer of the employee to the suitable vacancy. Reduction in hours of work, or movement of employees for this purpose, shall be implemented upon consideration of the needs of the operation and following consultation and concurrence of the proper officials of the Union, when required.

Compassionate Care Leave

- (3) 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.

Bereavement Leave

- (4) a) When a death occurs in an employee's immediate family the employee, upon request, shall be permitted by the Exempt Supervisor, a leave of absence with pay of seven (7) consecutive calendar days. Immediate family is defined as current spouse (including common-law spouse or **adult independent partner**), parent, step-parent, guardian (**current or former**), **foster parent (current or former)**; **sibling; half-sibling; step-sibling**; child, step-child, foster child or ward; grandparents or step-grandparents of the employee; grandchild or step-grandchild; or related dependent living in the household of the employee.
- b) A leave of absence with pay of seven (7) consecutive calendar days may be permitted at the discretion of the Exempt Supervisor to address the demise of the employee's parent-in-law or step parent in law, **sibling-in-law, or half-sibling-in-law, children-in-law**, grandparent-in-law or step grandparent-in-law.
- c) Leave with pay for up to a maximum of one day to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of the Exempt Supervisor.

Union Leave

- (5) When it is necessary for an employee to make application for leave of absence to perform duties for any office in **their** Local Union or in the Parent Union, such request shall have priority over all other applications. The application must be made in writing through the Union to the Exempt Supervisor. The decision of the Exempt Supervisor shall be final, and shall be communicated to the Union in writing.

During the absence of an employee on special work of this nature, such employee shall continue to accrue seniority in **their** Business Unit with no decrease in status but without claim on any promotions effected during **their** absence on leave.

When an employee has been granted leave of absence of any kind and for any period, it is to be clearly understood that such employees will be required to pay the usual levies for sickness and non-occupational accident benefits, group insurance, Alberta Health Care, Workers' Compensation (if same necessary), pension fund, and any other levies which are proper to be made, on the basis of **their** average earnings over a period of the six (6) months immediately preceding the date of such leave of absence.

Overstaying Leave of Absence

- (6) When an employee over-stays a leave of absence without permission of the **Exempt Supervisor, they shall automatically forfeit their position with The City, unless the immediate Exempt Supervisor agrees such over-stay was justifiable.**

Subpoenaed

- (7) Any employee who is subpoenaed as a witness in a civil case in which The City Solicitor certifies The City as having an interest, or where called as a witness in a criminal case which The City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

Maternity Leave

- (8) a) An employee who is pregnant and has completed ninety (90) days consecutive service shall be entitled to maternity leave without pay for a period not to exceed sixteen (16) weeks. As soon as practicable such employee shall apply in writing for maternity leave, including advice to **their** Business Unit of the estimated delivery date and **their** date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within thirteen (13) weeks of the estimated delivery date, except under circumstances in Article 21.

- b) During the absence of an employee on approved maternity leave, such employee shall continue to accrue service and seniority with no decrease in status but without claim to any promotions effected during **their** absence on leave.

When an employee has been granted maternity leave, **they** will be required to pay **their** own share of premiums for the applicable benefits under the Municipal Employees Benefit Association of Calgary plan in order to maintain benefit coverage. Benefit premiums are to be paid in advance and shall be based on the employee's average earnings over a period of six (6) months immediately preceding the date of such maternity leave.

- c) An employee who is pregnant and has been deemed unfit for work by **their** personal 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 **they** had indicated that **their** maternity leave would commence, this period of absence will not be part of **their** maternity leave.

- d) An employee returning to work from maternity leave shall give The City two (2) weeks notice in writing of the day on which **they intend** to resume employment and shall be reinstated to the position held at the time maternity leave commenced or with alternate work of a comparable nature. At The City's request, the employee returning to work will provide a medical certificate indicating that the resumption of work by the employee will not endanger **their** health.

Parental Leave

- (9) A natural or adoptive parent, with at least ninety (90) days continuous service is entitled to an unpaid parental leave of up to sixty-two (62) weeks for the care of a

newborn or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed sixty-two (62) weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue and The City will continue to pay its share of the benefit premiums.

Adoption Leave

- (10) Where an employee seeks leave of absence for the purpose of legal adoption, that employee shall apply for same giving, 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, or where such prior notice is not possible, as soon as is practicable upon receiving notice of adoption. The terms and conditions of employment applicable to maternity leave shall also be applicable to adoptive leave except that the leave of absence of up to sixteen (16) weeks without pay 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, only one (1) shall be eligible for the leave of absence.

Birth/Custody Leave

- (11) An employee, upon request, may be granted leave of absence with pay for one (1) day for the purpose of attending the birth of **their** child, or for attending to the release from hospital of **their** spouse who has given birth, or on the day on which **they** first obtain custody of the child **who has been legally adopted. It is understood that this leave will apply on an employee's regular scheduled work day.**

Military Leave

- (12) A request for military leave of absence shall be submitted in writing to the immediate Exempt Supervisor, no later than **four (4) weeks** in advance of such leave.

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

ARTICLE 22 – DISMISSALS AND REDUCTIONS IN STAFF

- (1) Except for cause, a permanent employee relieved of **their** position shall receive two (2) weeks' notice or two (2) weeks' pay in lieu or any longer notice specified in the Employment Standards Code. When an employee leaves of **their own accord, they** shall give two (2) weeks' notice.
- (2) In the event of a reduction in the staff of the Business Unit being necessary, seniority and ability in such Business Unit shall govern.
- (3) Any employee who has been wrongfully dismissed by The City and who is later reinstated shall be compensated in full for all time lost, less any earnings **they** may have made through other employment during the period of **their** dismissal.

- (4) Any employee desiring to appeal against **their** dismissal must do so through the proper officials of the Union and under the grievance procedure. In such cases, the first two (2) steps of the grievance procedure may be omitted.
- (5) If the staff of a Business Unit is to be increased, former permanent employees "recommended for rehire" at the time of their layoff and laid off from the Division now being increased (trades, trade support or support related), shall be offered re-employment in order of seniority provided they are qualified and possess sufficient training and experience to perform the required work satisfactorily.

Employees with unsatisfactory performance appraisals and/or unsatisfactory attendance records shall be designated "not recommended for rehire" and will not be considered for re-employment under this clause.

Former permanent employees subject to re-employment shall be notified by telephone and if contact is not possible, by registered mail to the employee's last address of record. An employee so notified shall advise the Business Unit in writing, of **their** intentions. If an employee does not report for work as required, **they** shall lose any rights under this clause. Any employee not offered re-employment within twelve (12) months of **their** layoff shall lose any rights under this clause.

(6) Layoff Procedure

The City, for reasons of lack of work, will endeavour to not lay off those permanent employees who are employed by the City of Calgary in Local 254 IBEW as of the date of ratification by both parties.

The City, for the purpose of retention of employment for permanent employees of the bargaining unit:

- (a) may schedule employees off on current vacation entitlements, with employee preference being accommodated whenever possible.
- (b) may schedule employees off on V.O. time.
- (c) may redeploy employees to other Divisions or business units, but within the bargaining unit, subject to requisite qualifications and ability.
- (d) notwithstanding the above, the City and the Union may by mutual agreement implement other methods to attain the desired results.

The City will exhaust all of the foregoing measures prior to initiating layoffs.

ARTICLE 23 – AUTOMATION AND JOB SECURITY

Management will assume all its responsibilities with regard to employees who may be affected by automation or mechanization. For this reason, Management agrees to set up retraining or refresher programs for employees thus affected. Management shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems.

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

ARTICLE 24 – RE-ENGAGEMENT OF FORMER EMPLOYEES

When an employee leaves The City's service for any reason and is later re-engaged, **their** seniority shall date only from the time of **their** re-engagement.

An employee who worked in a Trade Support position as defined in Article 28(B) of the collective agreement, who does return for a second and subsequent season of employment shall be credited with previous time worked in the accumulation of straight hours for the purpose of advancing to the next Step in the wage progression schedule.

Trade Support employees who do not return for a second and subsequent season of employment shall not be credited with previous time worked in the accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule.

Trade Support employees who resign and are subsequently rehired the following season shall not be credited with any previous time worked in the accumulation of straight time hours for the purpose of advancing to the next Step in the wage progression schedule, except for employees who are also students returning to school.

ARTICLE 25 – TOOLS AND TOOL REPLACEMENT

The Business Unit will supply all power tools, hand tools, specialty tools, instruments, calibration and metering equipment. Worn out or damaged tools will be repaired or replaced by the Business Unit, when approved by the Exempt Supervisor

ARTICLE 26 – WORKING DEFINITIONS

(1) Electrical Journeyperson Qualifications

All new employees hired as Electrical Journeypersons shall be qualified under The Apprenticeship and Industry Training Act of the Province of Alberta with respect to one or more branches of the electrical trade.

(2) Voltage

As defined within the Codes declared in force in the current Alberta Electrical Code Regulation.

ARTICLE 27 – WORKING CONDITIONS

(1) General

(a) Two (2) or more Journeypersons shall work together on any energized circuits of 600 volts or higher phase to phase. This shall not apply to the routine operation of electrical equipment, to testing or trouble shooting, to diagnostics or to inspection when the voltage is 750 volts or less.

(b) Wherein either party to this Collective Agreement wish to submit a request to the regulatory body governing safety in the Electrical Industry of Alberta, either a change of regulations or relief from them, it is agreed that in so doing, that

party may also submit same along with all supporting documentation to the Joint Health and Safety Committee and the other party.

(2) Protective Clothing and Equipment

- (a) The City shall supply the following protective clothing and equipment which is normally required for the job duties and functions of employees. Employees shall be responsible for proper and reasonable care of such equipment:

Hardhat, hardhat linings, leather work gloves, rubber gloves, mitts, winter mitts and bag, leather protectors for rubber gloves or mitts, rainwear, rubber boots and goggles.

- (b) Appropriate protective clothing such as overalls, coveralls (**summer/winter**), **winter parka, jacket, shirts, pants and gloves** shall be issued to employees whose work requires their wearing.

Employees with exposure to Arc Flash/Blast as identified in their Job Hazard Assessment (JHA) shall be issued Arc Rated PPE.

- (c) Permanent employees required to wear safety footwear shall be entitled to a reimbursement for the cost of CSA approved safety footwear up to a maximum of seventy-five dollars (\$75.00) every year. These payments will be processed no later than Pay Period 4 in the subsequent year.

Employees' performing tar kettle duties (Signals Division) shall have their work boots supplied by The City at no cost to a maximum of two (2) per year.

ARTICLE 28 – JOB CLASSIFICATION

A. JOURNEYPERSON

1. Journey**person** Electrician

Installs, maintains, troubleshoots, repairs and tests electrical systems as covered by the Canadian Electrical Code, as well as Provincial and Federal regulations, Acts and applicable City Bylaws. These systems shall include but are not limited to the following: Switchgear, Motor Control Systems, Transportation Power, Signalling and Control Systems, Programmable Controllers, Protection Relays, Fire Alarm Systems, Signal Systems, Control Systems, Heating and Cooling Systems, Power and Lighting Systems, Data Systems and Communication Systems, Fibre-Optic Systems, Lightning Protection Systems, Cathodic Protection Systems, Grounding and Bonding Systems.

2. Journey**person** Signals Electrician/Technician

A Journey**person** Electrician or graduate with Electronics Engineering Technology accreditation or equivalent who is working toward completion of Signals in-house/on the job training process.

3. Journey**person** Instrumentation Technician

Installs, maintains, repairs, tests, calibrates and troubleshoots instrumentation systems which include flow, level, pressure and temperature transmitters, final

control elements, analytical instrumentation, actuation controllers, process measurement sensing and indicating systems, signal conversion and transmission devices, data acquisition, monitor and display systems, control devices and alarm systems.

4. Senior Journey**person** Signals Electrician/Technician

Successfully completed the Signals in-house/on the job training. Performs duties related to all phases of installation, maintenance and construction of equipment in Traffic/LRT signals operations and related electronic communications systems.

5. Systems Electrical/Instrumentation Control Technician

Installs, maintains, repairs, monitors and troubleshoots Supervisory Control and Data Acquisition (SCADA), Remote Telecommunications Unit (RTU's), Distributed Control System (DCS), Human Machine Interfaces (HMI), Data Historians, Building Management Systems (BMS), Programmable Logic Controller (PLC) remote controller hardware and related apparatus. Performs electrical/instrumentation project work and control upgrades.

6. Maintenance Technician/Leadhand

Performs detailed work related to systems and programs design and improvement.

7. Safety Codes Officer

Performs inspection duties of electrical trades work requiring compliance with applicable City By-Laws and Provincial and Federal Regulations.

8. Working Foreman/Leadhand

Supervises and works with a small crew engaged in electrical/instrumentation, maintenance, testing, repair, calibrating, troubleshooting and commissioning duties.

or

In the inspection, installation, modification and repair of specialized electronic communication equipment.

9. Senior Operations Journey**person** Electrician

Employees who perform regular and ongoing duties on an independent basis which include a higher level of responsibility but does not include supervision of employees. Such additional responsibilities will include the majority of (but not be limited to) finance and supply, purchasing materials and equipment, training of staff, and leading a project.

10. Electrical Instrumentation Planner

Plans, schedules and coordinates electrical/instrumentation/signals projects. Works in conjunction with Crews Foreman, City supply management and internal/external consultants. Works with the Municipal, Provincial and Federal electrical/instrumentation regulations and by-laws, International Municipal Signals Association (I.M.S.A) and the Transportation Association of Canada (T.A.C) guidelines.

11. Crew Foreman
Supervises and when required works with a crew of three (3) or more Working Foreman, Journey**person**, Senior Signals Electrician/Technicians, apprentices, related workers and when required, contractors engaged in their duties.
 12. Senior Safety Codes Officer
Supervises the work of Safety Codes Officers and performs inspection duties as required in compliance with applicable City By-Laws and Provincial and Federal Regulations.
 13. Senior Electrical/Instrumentation Systems Control Technician
Supervises and works with Electrical/Instrumentation Control Technicians and related workers. Responsible for scheduling, time/labour within the Computerized Maintenance Management System (CMMS) as well as procurement and reconciliations.
 14. Crews Foreman / Coordinator
Supervises tradespersons, technicians, apprentices, and/or related workers and contractors when required, engaged in construction, maintenance, testing and commissioning. Conducts safety meetings, site inspections, and obtains electrical permits as required. Supervises staff performance, competency and time monitoring. Responsible for documentation, procurement reconciliations and Computerized Maintenance Management System (CMMS) activities.
- B. TRADE SUPPORT
1. Dispatcher
Dispatches crews and equipment on routine service, construction and/or maintenance jobs, maintains liaison and communications with field crews and keeps related records. Prepares and maintains work orders, purchase orders and shipping and receiving documents.
 2. Labourer (Electrical)
Performs manual tasks using common labouring tools, semi-skilled tasks such as digging post holes or yardman duties and skilled tasks such as setting and removing poles, cleaning manholes, jackhammer operating or washing meters. May drive trucks permitted by Class "5" Provincial License when incidental to their work.
 3. Electrical Assembly Specialist
Assembles, tests, repairs, manufactures, and refurbishes electrical relay cabinets, electrical boxes and streetlight equipment.
 4. Groundman I/ UV Specialist I
Assists an electrical trade Journey**person** in the capacity of Groundman and operates winch and hydraulic equipped trucks, assists in timekeeping, Material Rehabilitation and Toolkeeper. Washes and relamps streetlighting, signal heads, facilities lighting, tree trimming and cleaning manholes.

And/or

Under the direction of a Groundman II, maintains the UV lamps and associated equipment at three (3) Wastewater Treatment Plants. Assists with material rehabilitation, recordkeeping and other electrical or instrumentation duties as assigned.

5. Groundman II/UV Specialist II

Supervises and works with UV Specialist I and/or Labourer. Responsible for coordination and direction of job duties, completion of associated projects and performs Groundman/UV Specialist duties.

And/or

The Groundman II/UV Specialist II will be responsible for maintaining Shop inventory (i.e. electrical equipment, hardware and wire). Operates a bucket truck, hydraulic winch, material handling equipment. Maintains oxygen/acetylene cutting and torch equipment. Maintains inventory of safe and functional tools and materials required on selected vehicles and equipment. Draws equipment and materials from inventory for job task preparation on a daily basis.

6. Maintenance Man (Electrical)

Supervises and works in conjunction with a Groundman I/UV Specialist I. Trims trees, paints electric equipment, washes and relamps street lights and associated duties including approved rehabilitation of specialized equipment.

7. Foreman (Trade Support)

Supervises and works with a labour crew and works under the direction of a Tradesperson.

C. OTHERS

1. Storeworker

Performs Stores work in receiving, issuing, storage and delivery of materials. Related record keeping tasks, warehouse and yard maintenance, operation of material handling equipment.

2. Storekeeper

Performs stores work in receiving, issuing, storage and delivery of materials. Responsible for maintenance and supervision of stores yard under direction of Senior Storekeeper. Work also includes related record keeping and the operation of material handling equipment.

3. Senior Storekeeper

Responsible for daily operations of stores facility. Work entails responsibility for storekeeping, building and equipment maintenance and supervision of all staff. Maintains records, operates equipment, handles materials as required.

ARTICLE 29 – APPRENTICES

- (1) An Apprentice is one who is specifically employed to work at and to learn the applicable trade.

- (2) Union and Management shall cooperate with the Provincial Government in maintaining an Apprenticeship Training Program.
- (3) All apprentices shall serve the appropriate time at the electrical trade and shall pass the approved Journey**person** Examination in accordance with the Apprenticeship and Industry Training Act, before they can be rated as Journey**person**. Seniority for promotion to a more responsible position shall not start until the status of Journey**person** is reached. Seniority will prevail when merit and ability are equal in accordance with Article 20.
- (4) Where an Apprentice has successfully completed **their** Apprenticeship and no Journey**person** vacancy exists **they** may be permitted to remain on the establishment at the Journey**person** rate. In the event of a reduction in staff, the provisions of Article 22 shall apply.
- (5) No Apprentice shall be allowed to take charge of any shift.
- (6) List of Apprentice Classes
 - Trades Apprentice (Power Systems Electrician)
 - Trades Apprentice (Electrician)
 - Trades Apprentice (Power Lineman)
 - Trades Apprentice (Communications Technician)
 - Trades Apprentice (Instrumentation Technician)
 - Trades Apprentice (Electronic Technician)
- (7) Electrical Apprentices

Electrical Apprentices shall be paid while working and/or attending Apprenticeship classes on a graduated scale with a differential between each step according to the following formula:

 - 1st year 60% of Journey**person** rate
 - 2nd year 65% of Journey**person** rate
 - 3rd year 75% of Journey**person** rate
 - 4th year 85% of J Journey**person** rate

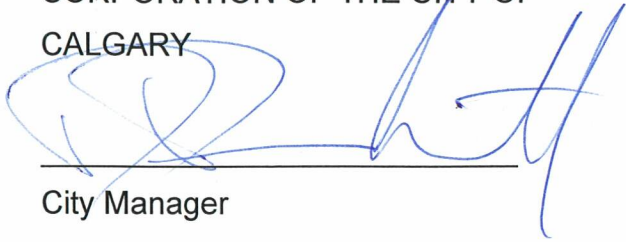
In addition the apprentice shall retain any compensation received from the Province of Alberta Apprenticeship Board, except when such apprentice is attending trade school in Calgary.
- (8) All necessary educational material for apprentices shall be supplied by The City free of charge, however, designated material and equipment shall remain the property of The City and be returned to the department upon completion of the school term.
- (9) If upon the expiry of this mutual agreement the apprenticeship ratios as amended by this mutual agreement revert to the ratios as contained in the Collective (working) Agreement, it is hereby agreed between the parties concerned that the ratios as amended by this mutual agreement shall be maintained for all apprentices in the program at the expiry of this mutual agreement, until such time as they have obtained the status of Journey**person** in accordance with the Apprenticeship and Industry Training Act.

ARTICLE 30 – COPIES OF THIS AGREEMENT

The City shall post an electronic copy of the Collective Agreement on both its internal and external website and shall arrange for the printing of sufficient copies of this Agreement within ninety (90) days of signing by both parties. The City shall accept the full cost of printing.

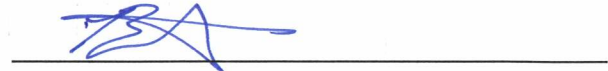
Signed this 23 day of February, 2023 in The City of Calgary.

SIGNED ON BEHALF OF THE OF
CORPORATION OF THE CITY OF
CALGARY

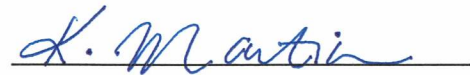


City Manager

SIGNED ON BEHALF OF LOCAL 254
THE INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS



Business Manager



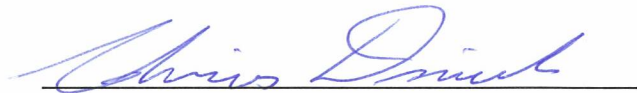
City Clerk



Assistant Business Manager



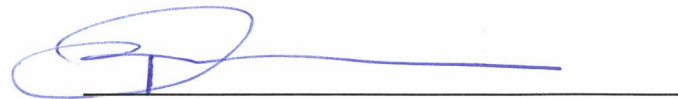
Negotiating Committee



Negotiating Committee



Negotiating Committee



Negotiating Committee



Negotiating Committee

APPROVED	
As to Content	cep
Human Resources	Dmk
As To Form & Solicitors	8

CITY OF CALGARY - I.B.E.W. LOCAL 254

PAY SCHEDULE

Pay Grade	Job Code	Trades	Effective March 29/21 1.5%	Effective March 28/22 1.5%	Effective March 27/23 2.0%
1	EW-03525	Journey person Signals Electrician/Technician	49.28	50.02	51.02
2	EW-03455	Journey person Electrician	53.22	54.02	55.10
	EW-3527	Journey person Instrumentation Technician	53.22	54.02	55.10
	EW-3524	Senior Journey person Signals Electrician/Technician	53.22	54.02	55.10
	EW-3463	Systems EI Control Technician	53.22	54.02	55.10
	EW-03488	Maintenance Technician	53.22	54.02	55.10
3	EW-00991	Electrical/Instrumentation Planner	55.88	56.72	57.86
	EW-3533	Working Foreman/Leadhand	55.88	56.72	57.86
	EW-03537	Senior Operations Journey person Electrician	55.88	56.72	57.86
4	EW-3484	Crew Foreman	58.67	59.56	60.75
5	EW-3483	Crews Foreman / Coordinator	62.78	63.73	65.00
Pay Grade	Job Code	Apprentices			
	EW-03320	Journey person Electrician Apprentice			
		1 st year 60% of Journey person Rate	31.93	32.41	33.06
		2 nd year 65% of Journey person Rate	34.59	35.11	35.82
		3 rd year 75% of Journey person Rate	39.92	40.52	41.33
		4 th year 85% of Journey person Rate	45.24	45.92	46.84

Pay Grade	Job Code	Trades Support	Effective March 29/21 1.5%	Effective March 28/22 1.5%	Effective March 27/23 2.0%
1	EW-2525	Labourer (Electrical)	26.13 29.03 32.26	26.52 29.47 32.74	27.05 30.05 33.39
2	EW-0574	Dispatcher	30.31 33.68 37.42	30.76 34.18 37.98	31.37 34.86 38.73
	EW-2943	Groundman I/UV Specialist I	30.31 33.68 37.42	30.76 34.18 37.98	31.37 34.86 38.73
	EW-00598	Electrical Component Assembler	30.31 33.68 37.42	30.76 34.18 37.98	31.37 34.86 38.73
	EW-00590	Storeworker	30.31 33.68 37.42	30.76 34.18 37.98	31.37 34.86 38.73
3	EW-2944/2954	Groundman II/UV Specialist II	32.44 36.04 40.04	32.92 36.58 40.64	33.57 37.30 41.44
	EW-03704	Foreman (Trade Support)	32.44 36.04 40.04	32.92 36.58 40.64	33.57 37.30 41.44
	EW-0591	Storekeeper	32.44 36.04 40.04	32.92 36.58 40.64	33.57 37.30 41.44
4	EW-00592	Senior Storekeeper	34.38 38.20 42.44	34.89 38.77 43.08	35.59 39.54 43.93

Job Code	Safety Codes Officers	Effective March 29/21 1.5%	Effective March 28/22 1.5%	Effective March 27/23 2.0%
EW-3596	Safety Codes Officer	54.35 57.07	55.17 57.93	56.27 59.09
EW-3577	Senior Safety Codes Officer	62.93	63.87	65.15

PAY NOTES:

A. Safety Codes Officers:

Incremental increases will be on the basis of six (6) months between Step 1 and 2.

B. Trade Support:

Incremental steps shall be administered on the following basis:

Step 1 to Step 2 - will require the accumulation of 1044 regular hours.

Step 2 to Step 3 - will require the accumulation of 2088 regular hours.

Step 3 is considered the prevailing rate. Step 2 rate is based on 90% of the prevailing rate (Step 3) and Step 1 rate is based on 90% of Step 2.

C. The positions of Maintenance Man Electrical (Job Code EW-2946) and Senior Electrical/Instrumentation Systems Control Technician (Job Code EW-3461) will be evaluated for compensation purposes subsequent to the positions being filled.

LETTERS OF UNDERSTANDING

Letter #1

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: V.O. BANK FOR CREW, CREWS FOREMAN AND COORDINATORS

It is understood between the parties that Crew, Crews Foremen and Coordinators will be granted 96 hours V.O. time, in recognition for extra time spent in daily work preparation. It is further agreed that relief personnel shall receive the same consideration pro-rated on the time spent as relief.

The 96 hours **may be taken off as lieu time. Any balances shall** be paid out on an annual basis.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 2002 April 5

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: JOINT LABOUR/MANAGEMENT COMMITTEE

The intent of this Letter of Understanding is to regularly promote the strengthening of our relationship through problem solving, enhanced communication and exploring future opportunities and concerns together.

A Joint Labour/Management Committee shall be established in a Division (for example, Water Services, WasteWater Treatment and Signals Division). The Committee shall consist of the Union Business Manager or **their** designate and one (1) I.B.E.W Representative from that Division and two (2) representatives from The City, and shall meet at the request of either party, but shall not meet more often than once every month, unless an urgent matter arises. At least five (5) days prior to any meetings of the Committee, each party shall deliver to the other party a notice of the matters to be discussed, which will form the agenda for the meeting.

A City representative and the Union Business Manager or **their** designate shall be designated as a Joint Chairperson and shall alternate in presiding over meetings. The minutes of each meeting shall be prepared by the Chairperson who presided over that meeting and shall be signed by the Co-Chairperson and circulated as promptly as possible to the Committee Members.

The Joint Labour/Management Committee may make recommendations on changes to the Collective Agreement. Changes to the Collective Agreement can only be made by the Parties to the Collective Agreement.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Dm Hamilton

[Signature]

Manager, Labour Relations

Business Manager, IBEW Local 254

Original signed date: 2009 September 16

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: POTENTIAL FOR EXPANDING NON-TRADES STAFF

The parties agree to form a joint Union/Management Committee consisting of representatives from IBEW Local 254 and The City of Calgary. This committee will review the potential for expanding the current duties and responsibilities of non-trades staff within The City of Calgary.

Management will ensure that;

- (a) any expansion of work of non-trades staff will not be in contravention of the Electrical and Communication Utility Systems Regulations, Part 1 of the Canadian Electrical Code and Safety Codes Act, or any other applicable legislation; and
- (b) that no journey **person** will be laid off as a direct result of expansion of work of non-trades staff.

The above procedure will be used in other departments when addressing matters pertaining to the roles of their non-trade staff.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 1997 May 9

Letter #4

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: WCB ADMINISTRATION AND 119 DAY TOP-UP

All WCB wage replacement payments from a claim initiated under the employ of The City of Calgary, must be assigned to The City for the purposes of administration.

When an employee has an accepted lost time claim with WCB, from a claim initiated under the employ of The City of Calgary; **The City shall "top-up" an eligible employee's WCB wage replacement** payment until it is equal to 100% of their net earnings (at the basic pay rate) for the **period equal to the duration of the 119 day S&A period. Where applicable, such "top-up" payment shall** be retroactive to the effective date of the WCB claim.

When an eligible employee is waiting for their WCB claim to be adjudicated, they may be eligible for wage replacement benefits in accordance with the MEBAC Agreement. WCB wage replacement payments, when received, shall be used to offset any such benefit paid while waiting for WCB wage replacement payments.

An eligible employee shall be one who has met the MEBAC eligibility requirements to qualify for Sickness and Accident (S&A) benefits.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

Don Hamilton

Manager, Labour Relations

FOR LOCAL 254 I.B.E.W.

[Signature]

Business Manager, IBEW Local 254

Original signed date: 2008 March 24

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: SIGNAL SERVICES DIVISION

The above-named parties agree that on weekends, when the work schedule in effect calls for the Signal Services Division to be operating, including trouble truck service, management will assign at least two employees to work, however, only one employee need be in a trouble truck provided another employee is available to assist at those intersections or those repairs requiring two men.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 2009 September 16

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: STANDARD HOURS OF WORK

It is agreed between the parties that employees required to work other than Standard Hours of Work as defined in Article 14, will be entitled to receive premiums as indicated in the attached schedule.

Workers to receive additional straight time payable on the following basis:

- this amount to be pro-rated according to the employee's length of service as a worker during the appropriate preceding period. Payments will be made on a semi-annual basis.
- at their option, employees may elect to credit the dollar amount earned to the employee's VO bank, notwithstanding, the maximum VO bank allowable at any one time cannot exceed an amount equivalent to eighty (80) hours at the employee's current rate.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254, I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 2009 September 16

Shift	Area	Shift Differential Sept 27/10	Shift Worker Premiums	96 Hour VO	Rest Period
5 day/4 day work week major portion between 8 p.m. and 8 a.m.	Night Crews	\$1.00/hr	30 hrs	0	scheduled
5 day/5 day work week major portion between 8 p.m. and 8 a.m.	Night Crews	\$1.00/hr	30 hrs	0	scheduled
5 day/4 day work week Swing Shift	Traffic Control Operations	\$1.00/hr	15 hrs	0	scheduled
4 day/4 day work week major portion between 9:00pm – 7:00am	Over Dimensional Crew	\$1.00/hr	30 hrs	0	scheduled

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: TRAINING

The City of Calgary recognizes and supports the need for staff development and training in order that its employees improve their present skills and develop new skills for their career benefit and also for the benefit of the Corporation.

The City of Calgary commits to providing employees with as much prior notice as possible, but in any event no less than those timelines outlined in Article 14(B)(5), of when they will be scheduled to attend training sessions, keeping the employee's days off and personal commitments a priority.

When employees are required to participate in mandatory training during unscheduled hours, such time shall be considered as overtime.

It is agreed between the parties that for six (6) days per calendar year, employees normally scheduled to work twelve (12) hour shifts shall only be scheduled for nine (9) hours on days they are required to participate in full day training sessions. Should the opportunity or requirement arise for additional training time in excess of six (6) days per calendar year, agreement of IBEW Local 254 will be obtained prior to scheduling additional days of training.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Dm Hamilton

[Signature]

Manager, Labour Relations

Business Manager, IBEW Local 254

Original signed date: 2009 September 16

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: VACATION CARRYOVER FOR RETIRING EMPLOYEES

The City agrees that upon ratification of an Agreement to succeed the 1993-1994 Collective Agreement an employee who has given written notice to terminate **their** employment with the City on a specific date to retire to an immediate pension shall be allowed to carry over the whole of **their** current vacation entitlement from the year prior to the year of **their** retirement. Such entitlement shall be used immediately prior to the specified retirement date or be paid out as of the same date.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Don Hamilton

Manager, Labour Relations

[Signature]

Business Manager, IBEW Local 254

Original signed date: 1997 February 4

Letter #9

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

RE: WORK ON 100' AERIAL DEVICE

It is agreed between the parties that employees required to work any 100' aerial device will be paid a \$2.00 per hour premium while working on such device. In addition, it is understood that the 100' aerial device referred to above, does not include articulating or telescoping insulated aerial devices.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Don Hamilton

Manager, Labour Relations

[Signature]

Business Manager, IBEW Local 254

Original signed date: 1991 November 20

Letter #10

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: WORKING FOREMAN

Letter of Understanding #12 will be deleted and replaced with this letter, taking into account the following:

The provisions of Article 18(1) and Article 28 of the current collective agreement are applicable when an employee is assigned to a higher rated position.

The application of this letter will be reviewed during the term of the 2014-2018 Collective Agreement. If the parties are unable to agree to renew this letter or an alternate letter, Letter of Understanding #12 will be reinstated as written in the 2009-2011 Collective Agreement.

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 2012 July 11

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

RE: ELECTRICAL SAFETY CODES OFFICERS FLEXIBLE WORK OPTIONS

The following provisions apply to those employees working as Electrical 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.

It is further understood that Management maintains the sole discretion to determine employee participation in this program.

Expectations

- Safety Codes Officers (SCO) expect to be treated as a professional in performing **their** 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 SCOs against prescribed outcomes set by the Safety Codes Council, City of Calgary Quality Management Plan, Senior Management, and the needs of the customers.

General Guidelines

It is understood by management that extenuating circumstances may preclude participation from all 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.

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.

All Safety Codes Officers participating in the Flexible Work Program Start From Home will be required annually to complete and sign an X0233 (24 hour 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 IBEW 254 and City of Calgary collective agreement.

Section 1 – Hours of Work

- All work schedules will be posted and made available to all SCOs in advance as per the IBEW 254 and City of Calgary collective agreement.
- Daily work hours, rest and lunch periods will be defined by the IBEW 254 and City of Calgary collective agreement, approved compressed work week, or non-standard hours of work arrangements.
- Safety Codes Officers' 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.

Section 2 – Administrative Duties

- Vehicle logs, X195 (24 Hours / Special Purpose Vehicle Log) and X505 (Operator's Vehicle Trip Inspection Report) must be maintained as required by existing policies and procedures.
- Section 4 – 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 which include, but are not limited to:
 - a. Fleet Operator's Handbook
 - b. 24 hour Special Purpose Vehicle Policy
 - c. Workplace Smoking Policy
 - d. Respectful Workplace Policy
 - e. Use of Two-way Communication Devices
 - f. Acceptable Use of Technology Policy
 - g. Freedom of Information and Protection of Privacy Act of Alberta (FOIP Act)
 - h. Information Security Classification Code (ISC) Policy

All Safety Codes Officers are required to attend a policy and automatic vehicle location technology workshop prior to starting the flexible work program.

Section 5 – 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 (7 days/wk).

Optional method for protecting The City vehicle assigned to Safety Codes Officers is off-street parking in a private yard, separate parking staff 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 24 hour 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 (Canada Revenue Agency) 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 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.



Manager, Labour Relations



Business Manager, IBEW Local 254

Original signed date: 2019 June 12

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL UNION 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

RE: MASTER ELECTRICIAN ELECTRICAL PERMITS DESIGNATE

This Letter of Understanding applies to the Mobility Operations, Signals Services employees in the following sections, Traffic Signals Construction, Traffic Signals Maintenance, LRT Construction, LRT Maintenance, Communications, Loops.

In order to comply with the Province of Alberta Safety Codes Act, Permit Regulation, there shall be a designated Master Electrician assigned to pull electrical permits on behalf of the City of Calgary. One designate at a time shall be named on all permits. When there is more than one Master Electrician identified, the task shall fall to the most senior in Traffic Signals Construction section.

While the designate is performing the above task of a Master Electrician, the designate shall be paid at the Crews Foreman rate.

The City agrees to pay for the designate and one (1) relief to obtain the Master Electrician Renewal and Electrical Code Update costs, subject to Leader approval.

The designated Master Electrician must maintain a City Qualified Tradesman Account with the following requirements:

- 1. Scanned copy of a valid government issued photo identification**
- 2. Scanned copy of valid trade qualification(s) (front and back). A valid Alberta Master Electrician certification**
- 3. Letter of employment from the supervisor**
- 4. A signed Application for Online Permitting**

Signed this 23 day of February, 2023.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Don Hamilton

Manager, Labour Relations

[Signature]

Business Manager, IBEW Local 254