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(Emergency Communications Officers) Agreement**

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COLLECTIVE AGREEMENT BETWEEN:

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

OF THE FIRST PART

and

LOCAL UNION 254  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, (**EMERGENCY COMMUNICATIONS OFFICERS**)  
hereinafter called "The Union"

OF THE SECOND PART

ARTICLE 1.00 - COVERAGE AND PURPOSE

1.01 The City recognizes the International Brotherhood of Electrical Workers, Local 254, as the exclusive Bargaining Agent under Certificate #75-2006 for all civilians employed in the **Public Safety Communications (PSC) as Emergency Communications Officers**. This agreement shall constitute the salaries, wages, and working conditions of this group of employees.

ARTICLE 2.00 - TERM OF AGREEMENT

2.01 Contract Term

This Agreement shall be in full force and effect from the date both parties ratify the agreement until **January 4, 2009**. 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 **January 4, 2010**, and so on for each succeeding yearly period or until such time as the required notice has been given. **However, changes can be made anytime by mutual consent of the designated representatives of The City of Calgary, and Local Union 254 I.B.E.W.**

Mutual Agreements

All Letters of Understanding shall be reviewed at the expiry of this agreement.

ARTICLE 3.00 - GRIEVANCE PROCEDURE

2005 – 2008 IBEW 254 ( **EMERGENCY COMMUNICATIONS OFFICERS**)

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

Within ten (10) working days, an employee is expected to attempt resolution of the difference informally with their exempt Supervisor. Should the employee choose, they may involve their union representative. Should this attempt at resolution fail to resolve the difference, a grievance may be submitted in writing, pursuant to Article 3.10.

The timelines outlined in Article 3.09 will commence after the above noted discussions.

### 3.01 Definition of a Grievance

Either party to this Agreement may lodge a grievance in writing with the other party on a difference which arises between the parties bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement, or any question as to whether any difference is arbitrable.

### 3.02 Grievance Rights

Grievances of non-permanent probationary employees, arising from disciplinary action or dismissal may be considered up to Step 2 of the grievance procedure. The decision of the **PSC Manager** will be final and binding on the parties.

### 3.03 Filing Procedure

No grievance shall be considered except under the terms of the following procedure as hereinafter provided, including specifically the placing of the grievance in writing, citing the article allegedly violated, containing a statement of the difference, and the remedy sought. At all steps, copies shall be sent to **PSC Human Resources and Labour Relations**. Grievances shall be submitted on a form satisfactory to the City and the Union.

### 3.04 General (or Policy) and Dismissal Grievance

When a dispute involving a question of general application or interpretation of this Agreement occurs, or where the Union has a grievance, Step One or Two of the grievance procedure may be bypassed. A grievance arising from a dismissal may bypass Step One.

### 3.05 Employee Attendance At Hearings

All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.

### 3.06 Union Representation At Hearings

The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative or Shop Steward of Local 254.

### 3.07 Time Limits

Longer periods of time for consideration of grievances may be given at any step in the procedure, if mutually agreeable by both parties. Unless there is mutual agreement, however, where one party initiates a grievance but does not submit the grievance to the second or subsequent steps within the prescribed time limits, the grievance will be deemed as abandoned or withdrawn.

### 3.08 Working Days Defined

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

### 3.09 Filing Time Limit

No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.

### 3.10 Grievance Procedure Steps

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

Step One - The grievance shall be submitted to the **Operations Manager**, or their designate, 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 - If a satisfactory settlement is not obtained in Step One, the grievance shall be submitted within five (5) working days to the **PSC Manager**, or their designate, 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 Three - If a satisfactory settlement is not obtained in Step Two, the grievance shall be submitted within five (5) working days to the **General Manager**, or their designate, 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 Four - If a satisfactory settlement is not obtained in Step Three, the grievance may be referred by either party to Arbitration as per Article 4.

## ARTICLE 4.00 - ARBITRATION

### 4.01 Arbitration Filing Procedure

If a satisfactory settlement is not reached through the grievance procedure outlined in Article 3, the grievance may be referred by The City or by the Union to an Arbitration Board for final and binding settlement. The party submitting the grievance to arbitration will advise the other party of their intent to proceed to arbitration and name their nominee to the Arbitration Board within thirty (30) calendar days of the date the decision of Step Four of the grievance procedure is received.

### 4.02 Arbitration Board

The Arbitration Board shall be composed of one (1) appointee by The City and one (1) appointee by the Union and a mutually agreed Chairman. Appointment, power, and decisions of the Arbitration Board shall be in accordance with the applicable provisions of the Labour Relations Code.

### 4.03 Single Arbitrator

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

### 4.04 Time Limits

The Arbitration Board or the Arbitrator is requested to meet within three (3) months following appointment and the parties further request that a decision be rendered within one (1) month of the hearing.

### 4.05 Arbitration Expenses

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

## ARTICLE 5.00 - UNION REPRESENTATIVES

**5.01** The Business Manager **of the IBEW Local 254** may appoint Union shift representatives on all shifts or teams to protect the interests of the Local Union. Management shall be informed by the Union of current appointments of Business Agents and Union Shift Representatives.

**5.02** **During classroom training the Assistant Business Manager or Union Shift Representative will be allowed reasonable work time to address the new E.C.O's and welcome them on board. Joint participation by Management is encouraged and welcome.**

## ARTICLE 6.00 - DISCIPLINARY ACTION

### 6.01 Disciplinary Action Notice

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 Shift Representative or designate present as an observer.

### 6.02 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 **PSC** and the Union's file. These documents shall be destroyed and the discipline shall not be held against the employee from this point on.

### 6.03 File Review

An employee has the right to review their current personnel file, including those where they have previously worked in another City Business Unit by making an appointment and jointly reviewing the file with a management representative.

### 6.04 Exoneration

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

## ARTICLE 7.00 - CHECK-OFF

**7.01** The City agrees to the monthly check-off of normal union dues and to the monthly check-off of dues under the Rand Formula. The Union shall certify changes in dues, in writing to **The City**. Such changes will be implemented by **The City** upon receipt of written authorization.

## ARTICLE 8.00 - DISCRIMINATION

8.01 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 as required by Alberta's Human Rights, Citizenship and Multiculturalism Act. The City also agrees not to discriminate against any employee by reason of their membership or activity in the Union.

## ARTICLE 9.00 - PAY DAYS

9.01 All employees shall be paid bi-weekly through the direct deposit process. All employees shall receive a statement of earnings, deductions, and hours worked with each payroll deposit.

## ARTICLE 10.00 - HOURS OF WORK

### 10.01 Hours of Operation

The Union recognizes that the **PSC** is a twenty-four (24) hours per day, seven (7) days per week operation.

### 10.02 Work Week Hours

The work week shall consist of an average of forty (40) hours per week **over a eight (8) week period**, for full time employees, **with consecutive days off**.

**However, employees pay is based on their actual work schedule.**

### 10.03 Shift Breaks

- **Eight (8) hour shift shall receive a paid twenty (20) minute break X 2**
- **Ten (10) hour shift shall receive a paid twenty-five (25) minute break X 2**
- **Twelve (12) hour shift shall receive a paid thirty (30) minute break X 1 and a fifteen (15) minute break X 2.**

**Breaks may be combined when operationally feasible. Breaks will not be scheduled at the beginning or end of a scheduled shift .**

### 10.04 Rest Between Shifts

Shift hours shall be so arranged that there is a minimum of ten (10) consecutive hours rest between shifts and 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. Double shifting within a twenty four (24) hour period will not occur.**

### 10.05 Shift Change

- a) Where it is found necessary to change full time employees' hours from one **work team** to another with different days off, a work week may be shortened or prolonged as the change requires, but the employee will not be paid overtime if the required number of hours are worked to receive a full pay, with the total number of required days off regardless of where they may occur during the pay period.
- b) Changes in the Master Shift Schedule from the current shift rotation shall not be arbitrarily changed by Management. Prior to implementation, Management will approach the Union to seek their input and formally discuss changes being proposed.

**The Master Shift Schedule will identify the regularly scheduled hours and the scheduled days off.**

Subject to operational needs, 60 days notice must be given, in writing, to the Union/employees, of any Master Shift Schedule change.

#### 10.06 Split Days Off

Employees shall not be required to split their days off except by mutual consent between the employee and the employer.

#### 10.07 Shift Definitions

- a) **Dayshift** Any shift which commences after 5:30 am (0530 hours) and prior to 11:30 am (1130 hours) will be referred to as day shift.
- b) **Afternoon Shift** Any shift which commences after 11:30 am (1130 hours) and prior to 5:30 pm (1730 hours) will be referred to as afternoon shift.
- c) **Night Shift** Any shift which commences after 5:30 pm (1730 hours) and prior to 5:30 am (0530 hours) will be referred to as night shift.

#### ARTICLE 11.00 - SHIFT CHANGE NOTICE

11.01 When a temporary change in an employee's regular shift is necessary, a twenty-four (24) hour notice shall be given by the City to the employee except for emergency shifts. **Failure to provide 24 hours notice will result in overtime for all hours that fall short of the 24 hour notice period.**

When **an employee is transferred** from one (1) **work team to another**, a ten (10) day notice shall be given by The City to the employee.

**Any alteration in scheduled start/end times are to be avoided.**

#### ARTICLE 12.00 - SHIFT DIFFERENTIAL

**Effective the first full pay period following the date of ratification:**

A **\$.85** per hour premium will be paid to all employees **when working on the afternoon or night shift.**

#### ARTICLE 13.00 - OVERTIME WORK

##### 13.01 Overtime Definition

Work during any period of hours other than those mentioned in Article 10.00 shall be considered as overtime.

##### 13.02 Overtime Distribution

In the matter of overtime, The City agrees to distribute such overtime as evenly as possible among the members of the **PSC**.

##### 13.03 Overtime Pay/Call-Out

Double time (2X) shall be paid for all overtime. An employee shall receive payment of no less than two (2) hours at double time (2x) when called-out for work. No employee shall be required to take time off in lieu of overtime pay. **Earned overtime can be placed in the employee's overtime bank.**

##### 13.04 Overtime Breaks

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. An employee called in to work overtime will receive a one half (½) hour paid lunch break upon completion of each four (4) hours of overtime worked.

##### 13.05 Overtime Pay Calculation

All overtime will be computed on an hourly basis.

### 13.06 Relief Pay

An employee who is assigned to perform the major duties and responsibilities of a higher rated position in the bargaining unit for a period of **one hour or more** shall be paid the rate that applies to the higher position for the time spent in the position.

## ARTICLE 14.00 – COURT ATTENDANCE

### 14.01 Court Attendance While on Day Off

When an employee is required to attend court on an off duty day, that employee shall be entitled to eight (8) time credits for either morning or afternoon court. If an employee is required to attend both morning and afternoon court, an additional six (6) time credits will be earned for a total of fourteen (14) time credits for both appearances.

### 14.02 Court Attendance While on Night Relief

When an employee who is assigned to night relief is required to attend court, that employee shall be entitled to six (6) time credits for morning court and six (6) time credits for attendance at afternoon court.

### 14.03 Court Attendance While on Afternoon Relief

When an employee who is assigned to afternoon relief is required to attend court, that employee shall be entitled to not less than four (4) time credits for attendance at morning court and not less than three (3) credits for attendance at afternoon court unless such court attendance shall commence and conclude within that employee's regular hours of duty, in which case no time credits will be granted.

### 14.04 Court Attendance and Shift Change

When an employee is assigned to a shift which commences between 4:00 p.m. (1600 hours) and 8:30 p.m. (2030 hours) has attended morning and afternoon court, may be considered to be the work relief for that day if this meets the needs of the service.

### 14.05 Court Attendance During Vacation

If an employee is brought back for a court appearance during their vacation, they shall be entitled to sixteen (16) time credits for attendance at one (1) or more court sessions.

### 14.06 Court Attendance Expenses During Vacation

If an employee is brought back for court appearances during a vacation, all expenses for travel and lodging incurred by the employee returning from vacation, shall be paid by **The City** as well as those expenses for the employee to return to the vacation destination.

#### 14.07 Court Attendance Notification

The employee must advise the **Operations Manager** in charge of the **PSC** if their attendance is required in court during their vacation at the earliest convenience.

### ARTICLE 15.00 - STATUTORY HOLIDAYS

#### 15.01 Holidays

The City agrees to grant the following paid holidays: New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, ½ day on the working day preceding Christmas Day, Christmas Day, Boxing Day, and any other day declared a holiday by the Federal, Provincial or Municipal government.

#### 15.02 Holiday During Regular Work Period

No deductions in the wages and salaries of any employee with more than thirty (30) working days service in the previous twelve (12) months shall be made on account of the above mentioned holidays.

#### 15.03 Holiday Pay During Absence From Work

However, if any employee is absent their scheduled working day immediately prior to, on, or following a statutory holiday, no statutory premium will be made for the statutory holiday unless the absence is covered by a medical certificate or unless prior permission has been received. If a statutory holiday or designated lieu day falls during a period of approved sick leave, the employee will receive only their regular S&A benefit for that day.

#### 15.04 Holiday on Day Off

When 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 a lieu day equivalent to the employees regular shift (predominant scheduled hours) prior to the statutory holiday. Upon providing reasonable written request to the exempt supervisor, the hours in the lieu bank will be paid out.**

#### 15.05 Holiday Pay

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. **Half of the statutory premium (double time) and all the straight time for the day shall be paid out. The remaining half of the statutory premium shall be placed into the employee's overtime bank.**

For work performed on statutory holidays occurring during regular days off, the employee shall receive double time for hours worked, plus compensating time off/**pay** in lieu of the statutory holiday.

## ARTICLE 16.00 - VACATIONS

### 16.01 Vacation Entitlement

Employees covered by this agreement shall be entitled to receive vacation with pay in accordance with the following:

One (1) year's service	-	two (2) weeks
Two (2) years' service	-	three (3) weeks
Eight (8) years' service	-	four (4) weeks
Seventeen (17) years' service	-	five (5) weeks
Twenty-five (25) years' service	-	six (6) weeks
Thirty (30) years' service	-	seven (7) weeks

### 16.02 Prorated Vacation Entitlement

In order to establish a standard January 1 vacation credit date, all new employees hired on or after 1986 May 20, and covered by this Agreement shall be entitled to a pro-rated vacation in their second calendar year of continuous employment calculated according to the length of continuous employment during their first calendar year of employment.

### 16.03 Previous Service

Those employees who were previously employed by The City of Calgary and whose employment was continuous to the current position will be entitled to paid vacation time as directed by their Anniversary Date.

### 16.04 Holiday During Vacation

Statutory holidays occurring during the vacation period shall be given in addition to the above-mentioned weeks of vacation.

### 16.05 Vacation Week

One (1) week of vacation entitlement shall normally be forty (40) hours, but in all cases based on an employee's average weekly hours of work. **When taking vacation time off the employee's vacation allotment will be reduced by actual time taken based on their actual work schedule.**

#### 16.06 Vacation Pay

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.

#### 16.07 Stacking of Vacation

An employee upon being entitled to four (4) weeks or more of 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 written approval of the **Operations Manager**, and the needs of the operation. Such deferred vacation shall be paid at the employee's prevailing salary when taken. Those employees with more than four (4) weeks after December 31, 1994 will be allowed to maintain but not replace those weeks in excess of the maximum.

#### 16.08 Vacation Entitlement and Health Related Absences

An employee, who has been absent on Sickness and Accident or Workers' Compensation for a period in excess of one hundred and nineteen (119) calendar days in any calendar year, shall be entitled to annual vacation with pay for that year, proportionate to the number of continuous months that the employee actually worked for The City.

#### 16.09 Vacation Selection

**Permanent employees shall select vacations in accordance with the PSC Vacation Selection (Standard Operating Procedures). Limited term employees who work full time hours for one year or more but have not yet reached established status will be placed within a vacation selection group.**

### ARTICLE 17.00 - EMPLOYEE BENEFITS

17.01 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.

### ARTICLE 18.00 - TECHNOLOGICAL CHANGE

18.01 Where The City introduces or intends to introduce a technological change that affects the terms and conditions or security of employment of any employees to whom this agreement applies, and/or alters the basis upon which this agreement was negotiated, it is agreed:

That said technological change and impact adjustment shall be discussed between the bargaining representatives of the parties to this agreement and any dispute that may arise shall be subject to the arbitration proceedings as contained in Article 4.00, thereby bypassing all other steps in the grievance procedure.

That The City will provide the Union ninety (90) days notice in writing of any intended technological change that affects the terms and conditions or security of employment of the employees to whom this agreement applies and/or alters the basis upon which this agreement was negotiated.

That The City will assume all of these responsibilities with regard to employees who may be affected by said technological change. This responsibility includes, but is not limited to, retraining, updating and upgrading of skills and reasonable compensation to any employee who is displaced due to the change.

That if any employee cannot cope with the change and is able to be transferred to another position and is able to do the work to which **they were transferred to**, they shall continue to receive the wage rate held in their previous position, until such time as the lower rate reached their former rate at the time of transfer.

## ARTICLE 19.00 - CLOTHING ISSUE

### 19.01 Initial Issue

The initial issue of uniform for **Emergency** Communications Officers on their enlistment will be:

- 4 uniform shirts either long or short sleeve
- 3 pairs of uniform pants or skirts
- 1 tie**
- 1 belt**
- 12 pairs of socks or 12 pairs of pantyhose
- 1 sweater
- 2 pairs of shoes
- Name tags as required
- 1 tie clip**
- 4 t-shirts

### 19.02 Annual Issue

**As required** permanent **Emergency** Communications Officers will be issued the following clothing each year **up to a maximum of:**

- 3 uniform shirts, either long or short sleeve
- 3 pairs of uniform pants or skirts
- 1 belt (as required)**
- 6 pairs of socks or 12 pairs of pantyhose
- 1 pair of shoes
- Name tags as required
- Sweater as required
- 4 t-shirts

## ARTICLE 20.00 - LAYOFF

### 20.01 Layoff

In the event of a reduction of permanent staff in the **PSC**, the most junior person shall be the first to be laid off and the last to be rehired.

### 20.02 Rehire

Former permanent employees subject to rehire, under this Article, 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 **PSC** in writing of their intentions. If an employee does not report for work as required, they shall lose any rights under this Article. Any permanent employee not offered rehire within twelve (12) months of their layoff shall lose any rights under this Article.

### 20.03 Notice of Layoff

When a reduction in permanent staff takes place, employees when terminated (except for just cause) shall receive 1 week's notice or 1 week's pay in lieu thereof or any longer notice specified by the Employment Standards Code.

## ARTICLE 21.00 - EXTRA TIME BANK

### 21.01 Time Credit Compensation Procedures

All permanent employees shall have the option of receiving one (1) hour's pay for each time credit earned or accumulating time credits up to one hundred and sixty (160) hours. Subject to the needs of the **PSC**, employees will be allowed to take their accumulated time off when requested, provided reasonable notice of intention to take time off is given. In the event the requested time off is refused to the employee, the supervisor will notify the employee in writing outlining the reason(s) for the decision. **Earned court credits or other extra earned hours of work can be deposited to the employee's Overtime bank.**

### 21.02 Time Credit Limit

When time credits in excess of one hundred and **sixty (160)** have been accumulated by any one employee, such employee will be paid for all time credits over one hundred and sixty (160) at the rate of one (1) hour's pay for each such time credit.

### 21.03 Time Credit Definition

"Time Credit" shall mean one (1) hour of time accruing to an employee that the employee is entitled to take off duty or to be paid for on a straight time basis at the earned value.

## ARTICLE 22.00 - VACANCIES, TRANSFERS AND PROMOTIONS

### 22.01 Staffing of Positions

When a vacancy occurs, or a new position is created, Management shall have the sole right to make the decision as to whether such positions shall be filled. When Management decides to fill such positions, it shall be posted at appropriate location including all bulletin boards normally used for posting positions. Such notice shall be posted for a period of not less than seven (7) nor more than fifteen (15) days. The notice shall set out the job description, minimum qualifications, classification and wage rate. A copy of the notice shall be sent to the Union. **Vacancies or new positions shall be filled by employees from the PSC provided the applicant can qualify.**

**When vacancies occur employees will be eligible to move between teams based on qualifications and seniority, subject to operational requirements.**

### 22.02 Selections

Education, training, experience, and ability shall be considered in filling vacant or new positions, transfers and promotions. Where these factors are judged by Management to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.

### 22.03 Reversion

When a permanent employee who has completed a probationary period is transferred or promoted to another established position within The City, not represented by the I.B.E.W. Local 254 (**Emergency** Communications Officers), they shall be permitted to or may be required to revert for a period not to exceed six (6) months to their former established position within the **PSC**.

Permanent employees, promoted or transferred from an established position under the provisions of Article 22, to a limited term position outside the bargaining unit shall be

returned to their former position at the expiry of the limited term position or a period not to exceed twelve (12) months, whichever is less, unless previously reverted at their own or management's request.

The employee shall accumulate service and be permitted to retain their seniority in that former position for a period not to exceed six (6) months or twelve (12) months from the date of transfer or promotion. If the employee is transferring to a position within The City represented by another bargaining unit, the employee shall continue to pay union dues to I.B.E.W. Local 254 (**Emergency** Communications Officers) for the right of the reversion.

The employee shall accumulate service and will retain, but not accumulate, seniority in the position from which they left in the **PSC**. The employee is not eligible for any internal postings while working outside the bargaining unit.

Any employee affected by such reversion will also be returned to their former position. The Union shall be notified of all transfers or promotions as they relate to this clause.

## **22.04 Seniority**

**A seniority list shall be developed for all employees in established and limited term positions covered by this agreement. The employer will provide the Union with a seniority list of all employees once each year within thirty (30) calendar days of receiving the written request from the Union.**

**The seniority order for employees with the same appointment date will be adjusted based on marks from examinations during the initial training period. The employee with the highest mark will be placed first on the seniority list within their date of appointment and the remaining employees in descending order, according to their marks.**

## **Article 22.05 Eligibility Lists**

**An eligibility list that is established and maintained for the PSC, will be done so in accordance with the principles outlined in Article 22.02.**

**Team Specific Relief will be assigned in the order that the employees' are listed on the eligibility list for a particular team. Relief opportunities will be for 119 days or less.**

**Relief opportunities of 120 days or greater will be offered to the most senior qualified employee from the overall combined eligibility list. An employee may decline these relief assignments.**

**When an employee applies initially or applies for re-instatement, the placement on the eligibility list shall be the date of application. When we have multiple "date of applications" seniority will prevail.**

**Eligibility lists will be made available to the Supervisors' and the Union.**

## **ARTICLE 23.00 - EMPLOYEES**

### **23.01 Permanent Employee**

**A permanent employee shall be one who has completed a probationary period. Those permanent employees who have completed a probationary period elsewhere in The City service shall serve a 6 month trial period in an established **Emergency** Communication Officer position.**

### **23.02 Probationary Employee**

**A probationary employee shall be one who has been appointed to an established position**

in the bargaining unit but who has not completed a probationary period in The City service. The probationary period shall be 6 months in an established position; however, any days absent from work will be added to the stipulated six (6) month period.

### **ARTICLE 23.03 – Temporary Employee**

**A temporary employee shall be one who has not attained permanent status, who has not completed a probationary period but holds a limited term assignment.**

### **ARTICLE 23.04 – Temporary Full-Time Employee**

**Employees with twenty-four (24) months continuous in the PSC and not occupying an established position shall nonetheless be classed as permanent.**

### **ARTICLE 24.00 - RE-ENGAGEMENT OF FORMER EMPLOYEES**

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

### **ARTICLE 25.00 - LEAVES OF ABSENCE ADMINISTRATION**

#### **25.01 Leave of More Than 30 Days**

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

#### **25.02 Leave of Less Than 30 Days**

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

### 25.03 Entitlements While on Leave

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

### 25.04 Military Leave

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

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will 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.

## ARTICLE 26.00 - OVERSTAYING LEAVE OF ABSENCE

26.01 Where an employee overstays a leave of absence without permission of the **PSC Manager**, the employee shall automatically forfeit his position with The City, unless in the opinion of the **PSC Manager**, such overstay was justified.

## ARTICLE 27.00 - GENERAL LEAVES OF ABSENCE

### 27.01

A permanent employee desiring a general leave of absence must apply in writing to the **Operations Manager**, no later than 2 months in advance of such leave. Should such application be refused, the employee shall have the right to appeal to the **PSC Manager** or their designate, through the proper officials of the Union. The decision of the **PSC Manager** shall be final and shall be communicated to the Union in writing.

## ARTICLE 28.00 - UNION OFFICE LEAVE OF ABSENCE

28.01 When it is necessary for an employee(s) to make application for leave of absence to perform duties of any office in the Local Union or of the Parent Union, such request shall have priority over all other applications. The application must be made in writing by the Business Manager or Assistant Business Manager to the **PSC Manager**. Such employee(s) shall retain their original seniority rights in their department with no decrease in status, but without claim to any promotion effected during their absence on leave.

During such absence, employee(s) shall be entitled to accumulate seniority in accordance with the Union agreement and shall be entitled to all provisions of the Municipal Employee Benefit Association of Calgary and the Local Authorities Pension Plan, or applicable benefits. The employee or union will be responsible for payment of all levies, both employee's and employer's share, pertinent to the above benefits.

Any employee(s) granted such leave for Union office will continue to be paid by **The City** and subsequently, the Union will reimburse **The City**.

Upon termination of the Union office leave, such employee(s) shall return to a comparable position with no loss of pay and if an identical classification is not immediately available, the employee(s) shall be placed into the first vacant or new position in that classification that comes open with the department. The employee(s) shall provide one (1) months notice prior to returning to **The City** upon termination of Union office leave.

## ARTICLE 29.00 - UNION BUSINESS LEAVE OF ABSENCE

### 29.01

Any employee engaged in any Union activity, such as, committees, meetings, or a grievance process, shall request leave from the **Operations Manager** or designate, with as much notice as is feasible, indicating the approximate time off requested.

An employee granted any leave for Union business will continue to be paid by **The City**, and subsequently, the Union shall reimburse **The City**. This reimbursement will not apply to:

- Joint labour/management meetings approved by **The City**
- Representation for the purpose of discipline/grievance
- Up to 3 employees, representing the local Union to attend meetings to negotiate with the employer

Those employees who are representing the local Union, for which the reimbursement does not apply to, will have their shifts adjusted accordingly by the employer in order to accommodate their attendance.

## ARTICLE 30.00 - BEREAVEMENT LEAVE

### 30.01 Bereavement Leave - Immediate Family

Leave of absence in order to carry out responsibilities incurred by a death in the employee's immediate family may be permitted at the discretion of the **Operations Manager** or designate.

Where the **Operations Manager** is satisfied that the request is a legitimate one, it will be permissible to grant leave of absence with pay up to but not exceeding 7 consecutive calendar days. Immediate family shall be defined as wife, husband, common-law spouse or same gender partner, mother, father, brother, sister, **step sister, step brother**, child, grandchild, **step-child** or foster child, guardian, mother-in-law, father-in-law and grandparent.

### 30.02 Bereavement Leave During Vacation

When an employee qualifies for bereavement leave during a period of vacation, there shall be no deduction from vacation credits for such absence. Any employee who is absent on sick leave (with or without pay) or who is absent on Workers' Compensation shall not be entitled to bereavement leave.

### 30.03 Leave to Attend Funeral

Leave with pay to attend funeral services only of persons related more distantly than above may be granted at the discretion of the **Operations Manager** or designate.

## ARTICLE 31.00 - MATERNITY LEAVE

### 31.01 Maternity Leave Entitlement

A birth mother shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the **Operations Manager** of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, except under circumstances in **31.03** below. During such maternity leave, the employee shall be entitled to accumulate service and seniority.

### 31.02 Benefit Coverage While on Maternity Leave

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

### 31.03 Maternity Leave Commencement

Employees who are pregnant shall not continue in their positions following such time as, in the opinion of The City's Consultant Physician in consultation with the employee's personal physician, their ability to carry out their assignments is limited by pregnancy. At this time eligible employees shall commence maternity leave if within twelve (12) weeks of estimated delivery date.

#### 31.04 Return From Maternity Leave

An employee returning to work from maternity leave shall be reinstated to the position held at the time maternity leave commenced, or provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave, but in either case, without claim to any promotions effected during absence on leave.

#### 31.05 Maternity Leave - New Employees

An employee who has not yet attained permanent status, but who has completed six (6) months or more continuous service may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as an employee in clause 31.01.

#### 31.06 Maternity Leave Extension

A maximum three (3) week extension to the fifteen (15) week period of maternity leave, may be granted by the **Operations Manager** of the **PSC**. The employee must provide the **Operations Manager** with a letter from their physician indicating that due to either pre or post-delivery medical complications, the employee is unable to return to work as previously arranged.

### ARTICLE 32.00 - ADOPTION LEAVE

#### 32.01

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed fifteen (15) weeks. The terms and conditions applicable to adoption leave shall be the same as those for maternity leave.

The employee shall request this leave from the **Operations Manager** at least two (2) weeks prior to obtaining custody of the child being adopted. Where due to the circumstances of the adoption process, the employee is not able to request this leave within the above time frame, they shall submit their request as soon as they can after they have been notified of the custody date.

In situations where the employee has to travel to another country for the adoption of a child, their adoption leave shall commence on their first day of travel.

Where both adoptive parents are employees of **The City**, they may share the adoption leave. The parents may be granted leave simultaneously, subject to operational requirements.

## Article 33.00 – PARENTAL LEAVE

### 33.01

Employees with six (6) months' continuous service and who are the parents of a newborn or recently adopted child, are eligible for a period of unpaid parental leave of up to thirty-seven (37) weeks. The terms and conditions applicable to parental leave shall be the same as those which apply to maternity and adoption leave.

Parental leave may be available within the year that the child arrives home. If both parents are City employees, they may share the leave of absence, with the total leave not to exceed 37 weeks. The parents may be granted leave simultaneously, subject to operational requirements.

## ARTICLE 34.00 - PATERNITY LEAVE

34.01 An employee, upon request, may be granted leave of absence with pay for 1 day for the purpose of attending the birth of his child, or for attending to the release from hospital of his spouse who has given birth.

## ARTICLE 35.00 - FAMILY LEAVE

### 35.01 Eligibility

Full-time and permanent part-time employees occupying established positions who have at least one year's service with The City shall be entitled to a leave of absence without pay to care for ill or elderly family members. Requests for such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. Family Leave shall be granted subject to the needs of the operation. No loss of seniority or service shall result from such leave.

### 35.02 Benefits

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.

### 35.03 Administration

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**.

ARTICLE 36.00 - CLASSIFICATIONS

36.01 The bargaining unit classifications are set out in Schedule A which is attached to and forms part of this Agreement.

ARTICLE 37.00 - SALARIES, WAGES AND BENEFITS

37.01 The basic minimum salary scales and increments as set out in Schedule B which is attached to, and forms part of this Agreement shall be applicable to all employees covered by this Agreement on the dates and year indicated.

ARTICLE 38 – SERVICE PAY

Effective January 1, 2004, service pay shall be paid to all employees at the following rate:

After ten (10) years service with <b>The City</b>	\$10.00 per month
After fifteen (15) years service with <b>The City</b>	\$15.00 per month
After twenty (20) years service with <b>The City</b>	\$20.00 per month
After twenty-five (25) years service with <b>The City</b>	\$25.00 per month

This annual pay methodology will be implemented as of 2003 December 29. All employees eligible for this entitlement shall receive this annual payment no later than pay period 3 in the subsequent year(s).

**ARTICLE 39.00 – INDEMNIFICATION**

The City will indemnify and save harmless any employee from any action, claim, cause or demand whatsoever that may be made or arise out of the employee carrying out the duties of an Emergency Communications Officer, except where the action of the employee constitutes a gross disregard or neglect of their duties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

FOR IBEW LOCAL 254,  
**EMERGENCY COMMUNICATIONS OFFICERS**

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
BUSINESS MANAGER, I.B.E.W. L254

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
ASSISTANT BUSINESS MGR, I.B.E.W. L254

\_\_\_\_\_  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
NEGOTIATING COMMITTEE

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NEGOTIATING COMMITTEE

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NEGOTIATING COMMITTEE

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NEGOTIATING COMMITTEE

## APPENDIX "A" - PART-TIME **EMERGENCY** COMMUNICATIONS OFFICER

**Part-time shall mean an employee who works less than full-time scheduled hours. May work additional, unscheduled shifts, in order to meet operational needs.**

**Temporary Part-time shall mean employees who work scheduled hours (posted in advance) but have no permanent status as an employee.**

**Permanent Part-time (established) shall mean employees who work an average of at least 20 scheduled hours per week and are entitled to receive benefits as per the MEBAC agreement.**

The probation period for a **Emergency** Communications Officer occupying an established part-time position is equivalent to **1040** hours at regular pay.

**A Temporary part Time employee, who has 24 months of continuous service with an average of at least 20 hours per week from the date of employment shall be placed into an established Part-Time position. No probation period shall be required for these employees' provided they have demonstrated satisfactory performance. The City will not separate these employees merely to break service.**

**All provisions of the Collective Agreement between Local 254 IBEW and The City of Calgary are applicable unless modified below:**

1.01 One year of service for part-time **Emergency** Communications Officers is equivalent to the completion of **2080** hours at regular pay.

1.02 Vacation Entitlement and Vacation Pay

After one year of service, 2 weeks vacation time off per year. Vacation pay during this two weeks is an amount equal to 4% of the regular wages for the anniversary year.

After an accumulation of **4160** hours (2 years) or 5 calendar years' service whichever occurs first, 3 weeks vacation time off per year. Vacation pay during this 3 weeks is an amount equal to 6% of the regular wages for the vacation year.

Further increases to the vacation entitlement will occur once the accumulated service hours reach the equivalent of full time hours corresponding to the number of service years listed in the Collective Agreement.

Completion of **16,640** hours (8 years) – 4 weeks  
Completion of **35,360** hours (17 years) – 5 weeks  
Completion of **52,000** hours (25 years) – 6 weeks  
Completion of **62,400** hours (30 years) – 7 weeks

1.03 Overtime will apply for work in excess of an average of forty (40) hours per week  
2005 – 2008 IBEW 254 ( **EMERGENCY** COMMUNICATIONS OFFICERS)

or twelve (12) hours per day.

- 1.04 Part-time **Emergency** Communications Officers shall receive the following clothing initially and upon completion of **2080** hours at regular pay thereafter:

3 Uniform shirts, either long or short sleeves

3 pairs Uniform pants or skirts

**1 tie (initial issue only)**

**1 belt (initial issue, then as required)**

6 pairs socks or 12 pairs pantyhose

1 pair shoes

name tags as required

**1 tie clip (initial issue only)**

sweaters as required

- 1.05 Temporary Assignments to Full-Time Positions

When a part-time **Emergency** Communications Officer is seconded to a full-time work schedule for a temporary assignment, such employee shall work the regular full time hours with the same provisions as a full time **Emergency** Communications Officer, including being entitled to benefits in accordance with the MEBAC Agreement.

**When an employee has worked full time or almost full time scheduled hours for over six (6) months the PSC Manager will determine if said employee should be placed into a limited term full-time position.**

## APPENDIX "B" - ON-CALL EMERGENCY COMMUNICATIONS OFFICER

Provisions of the collective agreement between IBEW Local 254 **Emergency Communications Officers** and The City of Calgary are applicable to On-Call **Emergency Communications Officers** only if they are specifically cited in Appendix 'B'.

**Permanent Emergency Communications Officers who are retiring or leaving the PSC may request approval to transfer to on-call status.**

- 1.01 On-Call **Emergency** Communications Officers do not occupy established positions. Any established position vacancies will be selected from incumbent **Emergency** Communications Officers first, then posted as required. If so appointed will receive credit for their On-Call service towards completion of the six (6) month probation period.
- 1.02 One (1) year of service for On-Call **Emergency** Communications Officers is equivalent to the completion of **2080** hours at regular pay.
- 1.03 Vacation entitlement and vacation pay - as per Employment Standards Code.
- 1.04 Overtime will apply for work in excess of forty-four (44) hours per week or twelve (12) hours per day.
- 1.05 On-Call **Emergency** Communications Officers shall receive the same pay and shift premium as permanent **Emergency** Communications Officers.
- 1.06 On-Call **Emergency** Communications Officers shall receive the following clothing initially and every second year thereafter.
  - 3 Uniform Shirts, either long or short sleeves
  - 3 Pairs Uniform Pants or Skirts
  - 1 Tie (initial issue only)**
  - 1 Belt (initial issue, then as required)**
  - 12 Pairs Socks or 12 Pairs of Pantyhose
  - 1 Pair Shoes
  - 1 Tie clip (initial issue only)**
  - Name tags as required
  - 1 Sweater initially and replacement as required.
- 1.07 General Holidays - as per Employment Standards Code.
- 1.08 General Holiday Pay - as per Employment Standards Code.
- 1.09 If possible, On-Call **Emergency** Communications Officers will receive advance notice of their shift scheduling, but, as the need arises, will be called on short notice to come in to work.

- 1.10 Pay days as per permanent employees.
- 1.11 In cases of lay-offs in the bargaining unit, On-Call employees will be the first and handled as termination of temporary employment.
- 1.12 Grievance procedure as per permanent employees, except that on-call employees must accumulate the equivalent of six months worked in order to access the grievance procedure.
- 1.13 Discipline action as per permanent employees.
- 1.14 Court attendance - minimum four (4) hours straight time.

## SCHEDULE A - CLASSIFICATIONS

<u>Class Title</u>	<u>Class Code</u>
<b>Emergency</b> Communications Officer	CO-04410
<b>Emergency</b> Communications Officer (On Call)	CO-04431
Senior <b>Emergency</b> Communications Officer	CO-04440

*(Eligibility for classification change – completion of seven (7) years of service and/or the equivalent of seven years in hours worked, plus mandatory courses as outlined in the **PSC** SOP Manual.*

A **Emergency** Communications Officer who has completed the required time commitment for Senior **E.C.O.** status who has been unable to complete the required training due to circumstances beyond their control and these have been verified by the **Operations Manager** shall be designated as a Senior **Emergency** Communications Officer and shall receive the appropriate rate of pay as per Schedule A. This condition is based on the employee and/or employer making every effort to successfully complete the training at the earliest possible time).

<b>Emergency</b> Communications Officer – Dispatcher	CO-04415
<b>Emergency</b> Communications Officer (Training)	CO-04425
<b>Emergency</b> Communications Officer ( <b>Lead Specialist</b> )	CO-04450
Training <b>Specialist</b>	CO-04475
<b>Quality Assurance Specialist</b>	<b>CO-04451</b>

## SCHEDULE B - PAY SCHEDULE

		Hourly Rate Dec 26/05	Hourly Rate Dec 25/06	Hourly Rate Dec 24/07
CO-04425	ECO(Training)-first 12 Mths	18.92	19.76	20.86
CO-04410	ECO (1 <sup>st</sup> Year)	22.26	23.25	24.54
CO-04410	ECO (2 <sup>nd</sup> Year)	24.22	25.28	26.68
CO-04410	ECO (3 <sup>rd</sup> Year)	26.51	27.66	29.20
CO-04410	ECO (4 <sup>th</sup> Year)	28.04	29.24	30.86
CO-04440	Senior ECO	29.44	30.70	32.40
CO-04450	ECO (Lead Specialist)	33.35	34.78	36.71
CO-04415	ECO - Dispatcher (1 <sup>st</sup> Year)	22.93	23.95	25.28
CO-04415	ECO - Dispatcher (2 <sup>nd</sup> Year)	24.95	26.04	27.48
CO-04415	ECO - Dispatcher (3 <sup>rd</sup> Year)	27.31	28.49	30.08
CO-04415	ECO - Dispatcher (4 <sup>th</sup> Year)	28.88	30.12	31.79
CO-04540	Senior ECO - Dispatcher	30.32	31.62	33.37
CO-04475	Training Specialist	33.10	34.52	36.71
CO-04451	Quality Assurance Specialist	33.10	34.52	36.71

\* Monthly rate for reference purposes only.

### Note:

1. **Emergency** Communications Officers who are certified to perform Dispatching duties will be paid 3% more than the above rates for **Emergency** Communications Officers 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> year and Senior **Emergency** Communication Officer.
2. **Emergency** Communications Officer (**Lead Specialist**) is 10% more than Senior Communications Officer – Dispatcher.
3. Incremental steps for all **Emergency** Communications Officers shall be granted after one year satisfactory service (**2080** hours.)

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 254  
(COMMUNICATIONS OFFICERS)

RE: JOB SHARING

The parties recognize that, over the term of this Collective Agreement, permanent employees within I.B.E.W. Local 254 (**Emergency** Communications Officers), will submit to the **Operations Manager** of the **PSC**, a proposal to enter into a job sharing arrangement of a full-time established position within the **PSC**.

The **Operations Manager's** approval and/or continuance of job-sharing arrangements shall be subject to the principle that no loss of operating efficiency shall occur as a result of a job-share arrangement within the **PSC**.

If job-sharing arrangements can be agreed to within the **PSC**, they will be implemented and administered by following the process as outlined in The City's Corporate "Job Sharing Guidelines" and/or other corporate guidelines with respect to such arrangements.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2007.

For the Corporation of  
The City of Calgary

For I.B.E.W. Local 254

\_\_\_\_\_  
Wilf Steckler  
Manager, Labour Relations

\_\_\_\_\_  
John Briegel  
Business Manager

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IBEW LOCAL 254 (COMMUNICATION OFFICERS)

RE: HEALTH AND WELLNESS

The City of Calgary recognizes the need for health and wellness initiatives within the **PSC** workplace due to the nature of the job & related shift work. Therefore, employees shall receive a “wellness break” each shift as needed.

Employees may use this wellness break from duty for purposes that include but not limited to physical activity when operationally feasible.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

FOR I.B.E.W. LOCAL 254

\_\_\_\_\_  
Wilf Steckler  
Manager, Labour Relations

\_\_\_\_\_  
John Briegel  
Business Manager

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IBEW LOCAL 254 (COMMUNICATIONS OFFICERS)

RE: SICKNESS AND ACCIDENT (S & A) AND WCB TOP-UP

When an eligible employee (i.e.: an employee who has met the eligibility requirements to qualify for S & A) is waiting to be accepted for WCB payments, **that employee** will be eligible for the S & A benefit. WCB payments, when received, will be used to offset the S & A paid while waiting for WCB payments. However, to be entitled to receive this payment, the eligible employee must comply with the provisions of this Letter of Understanding.

When an eligible employee is in receipt of compensation from WCB, from a claim initiated under the employ of The City of Calgary, the S & A benefit will "top-up" the WCB payment until it is equal to 100% of the eligible employee's gross earnings (at the basic pay rate) for the duration of the S & A period. The "top-up" payment will be retroactive to the effective date of the WCB claim.

In order to be eligible for the above, WCB payments for loss of wages must be assigned to The City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE CORPORATION OF  
THE CITY OF CALGARY

FOR I.B.E.W. LOCAL 254

\_\_\_\_\_  
Wilf Steckler  
Manager, Labour Relations

\_\_\_\_\_  
John Briegel  
Business Manager

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CALGARY**

**AND**

**IBEW, LOCAL 254 (EMERGENCY COMMUNICATIONS OFFICERS)**

**RE: Layoff Procedure for Permanent Employees**

The City, for reasons of lack of work, will endeavor to not lay off those permanent employees who are employed in the PSC 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 may:

1. schedule employees off on current vacation entitlements
2. schedule employees off on any banked time
3. notwithstanding the above, The City and the Union may by mutual agreement implement other methods to attain that desired results.

The City will exhaust all of the foregoing measures prior to initiating layoffs under Article 20 of the Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE CORPORATION OF  
THE CITY OF CALGARY**

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

\_\_\_\_\_  
**Wilf Steckler  
Manager, Labour Relations**

\_\_\_\_\_  
**John Briegel  
Business Manager**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CALGARY**

**AND**

**IBEW, LOCAL 254 (EMERGENCY COMMUNICATIONS OFFICERS)**

**RE: STAFF DEVELOPMENT & 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 schedule of training courses shall be posted as soon as practicable. The of Calgary commits to providing employees with as much prior notice as possible of when they will be scheduled to attend training sessions, keeping the employee's days off a priority.

Public Safety Communications Section (PSC) will ensure that, as far as reasonably practical, its required training will be conducted during the employee's regularly scheduled hours of work. A day of training will be considered equivalent to a days work.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE CORPORATION OF  
THE CITY OF CALGARY**

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

\_\_\_\_\_  
**Wilf Steckler  
Manager, Labour Relations**

\_\_\_\_\_  
**John Briegel  
Business Manager**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CALGARY**

**AND**

**IBEW, LOCAL 254 (EMERGENCY COMMUNICATIONS OFFICERS)**

**RE: SHIFTS SPANNING MIDNIGHT**

The following provisions will apply to those employees whose shifts span midnight.

- **Coding of Regular Shift Day of Work – Shifts will be defined and coded to the date on which the shift starts.**
- **Statutory Holidays – Article 15.01 - Statutory Holiday entitlements as outlined in Article 15.01 will be defined and coded to the date on which the shift starts.**
- **Statutory Holidays Falling on a Scheduled Day Off – Article 15.04 – For the purpose of administering Article 15.04, an employee’s day off will be determined as per the start of shift. Should an employee be required to work on a day off they will receive a lieu day for the statutory holiday plus overtime (2X) for all hours worked. The employee will have the option to either receive pay or bank the overtime.**
- **Statutory Holiday Pay – Article 15.05 – Coding and payment of Statutory Holiday premiums as outlined in Article 15.05 for hours worked on a Statutory Holiday that is an employee’s regular day of work will be determined by the actual hours worked from midnight to midnight on the Statutory Holiday.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Signed on behalf of  
The City of Calgary

Signed on behalf of  
I.B.E.W., Local 254

\_\_\_\_\_  
Wilf Steckler  
Manager, Labour Relations

\_\_\_\_\_  
John Briegel  
Business Manager

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IBEW, LOCAL 254 (EMERGENCY COMMUNICATIONS OFFICERS)**

**RE: Collapsing Three Union Certifications**

As a result of the PSC merging from three unions and/or certifications to one, the parties agree to the following changes in the terms and conditions of affected employees as follows:

1. Full time employees shall be required to work an average of forty (40) hour work week and will receive breaks in accordance with Article 10.00.
2. Employees currently entitled to bank 80 hours into a VO bank will be allowed to use up any hours they currently have in that bank until August 31, 2007 at which point employees' may choose to add eligible hours to their overtime bank and any remaining hours will be paid out.
3. Employees from Fire shall be moved into Schedule B of the IBEW Local 254 (Emergency Communications Officers) collective agreement as of date of ratification and no longer entitled to VO accrual and weekend premium. They will be moved from their current base position rate of pay/classification to the next higher increment rate of pay within a Dispatch, Call Evaluator or Supervisor classification in order to ensure no employee will result in a yearly loss of pay. Incremental steps for all Emergency Communication Officers classifications shall be granted after one year satisfactory service (2,080 hours) or frozen as indicated.
4. See attached documentation that reflects that actual placement of Fire employees' on the Emergency Communication Officer pay schedule.
5. See attached new rates of pay for the newly hired Police personnel effective date of opening of the PSC. Also, the time they have served to date will be credited towards their next increment.
6. Employees from EMS (Eric Arnestad, Trent Snyder and Jim Trumbley) shall be moved over and green circled at their base rate position for three years from ratification date at which point they will then be red-circled.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Signed on behalf of  
The City of Calgary

Signed on behalf of  
I.B.E.W., Local 254

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Wilf Steckler  
Manager, Labour Relations

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John Briegel  
Business Manager