

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF
THE CITY OF CALGARY

AND

LOCAL 254
OF THE
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

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

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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 - TERM OF AGREEMENT

This agreement shall remain in full force and effect from the date both parties ratify the agreement until **2009 March 31**. 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 **2010 March 31**, 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 3 - 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) No Union activity shall take place on City property or at work sites during working hours without prior permission being granted in each case by the Section Supervisor responsible in that work area and such permission shall not be arbitrarily withheld.
- (3) The Union shall notify the applicable Business Unit Leader of any employee requiring time off to act on official Union business.

ARTICLE 4 - DISCRIMINATION

The City shall not at any time show discrimination against any of its employees because of their connection with the trade organization, or on any grounds contained in applicable Human Rights legislation.

ARTICLE 5 - UNION DUES

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

ARTICLE 6 - 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 immediate 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 his **Manager** and request that the grievance be adjusted. All grievances must be **submitted to the Manager** within 5 (five) 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** 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 or designate in the applicable Business Unit within five (5) working days of receiving the Manager's decision. The **Director or designate** 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 or designate** in the applicable Business Unit 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 or designate within five (5) working days**. The General Manager or designate 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 or designate 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 7 - SUPPLEMENTATION CLAUSE

1. In Sections 1 to 15 inclusive:
 - (a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and includes any person to whom the employee and spouse stood in loco parentis.
 - (b) "dependent child" means an unmarried child who, at the time the employee died, was being supported by the employee and
 - (i) is less than eighteen (18) years of age; or

- (ii) is eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and is in attendance full time at an accredited school or University, having been in such attendance substantially without interruption since he reached eighteen (18) years of age; or
 - (iii) is eighteen (18) or more years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen (18) years of age.
- (c) "disabled" shall mean suffering from a severe and prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only if by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death;
- (d) "full pay" means the regular biweekly earnings including service pay that the employee was entitled to receive at the time he was disabled or killed based on the confirmed position and classification occupied by the employee at the time **the employee** was disabled or killed and the regular biweekly hours applicable to that classification or position and applying thereto:
 - (i) immediate progression to that level to which the employee would have automatically progressed only by reason of time in the classification or position had he not been killed excluding any anticipated career progression which involves any form of qualifications other than service time irrespective of whether the employee held the qualification at the time he was killed; or
 - (ii) the annual career progression to that level to which the employee would have automatically progressed only by reason of time in the classification or position had he not been 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 he was disabled; and
 - (iii) any economic salary changes negotiated from time to time in accordance with the Collective Agreement

Deducting there from an amount equivalent to all normal

deductions provided however that the full pay will never be less than that which the employee was receiving at the time the employee was disabled or killed.

- (e) "Normal deductions" shall mean those items which would have been deducted from the regular earnings of the employee, in the normal course of events had he not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for federal or provincial income tax according to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only), Group Life Insurance Commission premiums, Unemployment Insurance Commission premiums, Alberta Blue Cross and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the employee from time to time.
 - (f) "widow" means a woman who has survived an employee to whom she was lawfully married and who was being wholly or partially supported by **the employee** at the time of **the** death and where there is no lawful spouse at the time of **the** death of the employee includes a common-law spouse.
 - (g) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by **the employee** at the time of **the** death and where there is no lawful spouse at the time of **the** death includes a common-law spouse.
 - (h) "common-law spouse" includes any man or woman who, although not legally married to an employee, lives and cohabits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne/sired the child or children of such employee, or has adopted a child or children of the employee, or has adopted a child or children with the employee; and is generally known as the employee's spouse in the community in which they lived at the time of death of the employee.
2. Where an employee is disabled or killed as a result of an accident arising directly out of the course and in the scope of his employment with The City of Calgary, The City shall pay to the employee, if disabled, or to the employee's widow or dependent children, if killed, the employee's full pay under the terms and conditions hereinafter set out PROVIDED the accident is not proven to be an intentional act to cause injury or death.

3. (a) In the event an employee is killed leaving a surviving widow, widower, or common-law spouse under the circumstances set out in Section 2, The City shall pay to the surviving widow, widower, or common-law spouse biweekly, subject to the deductions set out in Section 6, the full pay that the employee would have received from The City had the employee not been killed. The said sum will be payable from the date of death of the employee until such time as the widow/widower remarries or enters into a common-law relationship, dies or the date the employee would have reached the age of sixty-five (65) years or the date the employee would have been at least 55 years and eligible for pension under the '85 factor', whichever is the earliest.
- (b) The City and the surviving widow, widower, or common-law spouse, provided there are no dependent children, may mutually agree to a lump sum payment of three (3) times the employee's annual salary in lieu of the provisions of Clause (a).
4. (a) In the event an employee is killed under circumstances set out in Section 2, leaving no widow or common-law spouse but leaving a dependent child or children surviving him, The City shall, subject to the deductions set out in Section 6, pay to each dependent child up to a maximum of four (4), biweekly, a sum equal to twenty percent (20%) of the full pay that the employee would have received from The City had he not been killed. The said sum will be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would have reached the age of sixty-five (65) years or the date the employee would have been at least 55 years and eligible for pension under the '85 factor', whichever is the earliest.
- (b) Where the employee leaves surviving him more than four (4) dependent children, the total sum not to exceed 80% of the employee's full pay (as defined) pursuant to Section 4(a) shall be paid to such dependent children in equal shares.
- (c) The sum payable by The City pursuant to this Section shall be paid by The City as long as any child of the employee remains a dependent child.
5. In the event the surviving widow, widower, or common-law spouse dies subsequent to an employee having been killed without having remarried, the provisions of Section 4 shall apply to any dependent child surviving the employee and his widow, widower, or common-law spouse.
6. In determining the amount to be paid to a surviving widow, widower, or common-law spouse or dependent child by The City, any benefits payable to the surviving widow, widower, or common-law spouse or any dependent child by reason of the death of the employee under any Workers' Compensation (except any payment

for funeral expenses) Canada Pension Plan (except any payment for funeral expenses), Local Authorities Pension Plan, City of Calgary Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the employee, the surviving widow, widower, or common-law spouse or any of the employee's family, or any damages awarded to the surviving widow, widower, or common-law spouse or any dependent child by reason of the death of the employee, shall upon being awarded to the surviving widow, widower, or common-law spouse or the dependent child, be deducted from the full pay.

7. Any sums of money payable by The City to any dependent child under the age of eighteen (18) years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
8. The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate Alberta Blue Cross Plan and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the surviving widow, widower, common-law spouse or any dependent child at all times remains eligible for such coverage.
9. On the date that the employee would have reached the age of sixty-five (65) years had the employee not been killed under the circumstances set out under Section 2, or the date the employee would have been at least 55 years and eligible for pension under the '85 factor', had he not been killed, whichever is the earliest, The City shall pay to the surviving widow, widower, or common-law spouse, if alive and if has not remarried or entered into a common-law relationship, an amount equal to the monthly pension to which she would have been entitled as a widow had the employee died subsequent to the employee's retirement date, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent in existence at the date that the employee would have reached the age of sixty-five (65) years or retired, under the "85 factor" whichever is the earliest had the employee not been killed.
10. In the event an employee is disabled under circumstances set out in Section 2, The City shall pay to the employee biweekly subject to the deductions set out in Article 6, the full pay that he would have received from The City had he not been disabled until such time as the employee dies or the date that the employee reaches the age of sixty-five (65) years or the date the employee would have been at least 55 years and eligible for pension under the '85 factor', whichever is the earliest PROVIDED THAT if the employee fully recovers and is capable of being employed by The City at a salary which is equal to or in excess of the employee's full pay, then The City's obligation herein shall cease.
11. Where a disabled employee partially recovers and The City finds alternative employment for the employee within The City or any of its Associated Boards, Commissions, Authorities or Agencies which the employee is capable of

performing, the full pay which the employee is entitled to receive shall be reduced by the monthly salary received from such employment.

12. A disabled employee may earn from employment, other than employment with The City or any of its Associated Boards, Commissions, Authorities or Agencies, up to twenty percent (20%) of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. These provisions shall be administered by Human Resources of The City of Calgary.
14. Affidavits in a form and containing such information as may be prescribed by The City shall be filed annually with and on a date to be specified by the Corporate Services Business Unit of The City by the following persons:
 - (a) widows, widowers, or common-law spouse;
 - (b) guardians of dependent children under the age of eighteen (18) years;
 - (c) dependent children over eighteen (18) years of age;
 - (d) disabled employees.
15. Throughout these provisions, where the term "employee" is used and where terms reflecting male and/or female gender are used, it shall be considered that either the feminine or masculine has been used where the context of the application so requires. The term "widow", "widower", and "common-law spouse" shall apply to both same-sex and opposite-sex relationships.

ARTICLE 8 - EMPLOYEE BENEFITS

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 9 - 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) All employees shall be subject to deduction in pay for time lost. It is understood that specific other conditions govern sickness and accident.
- (3) 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 (\$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 (\$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 10 - 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 11 - VACATIONS AND STATUTORY HOLIDAYS

- (1) Vacations
 - (a) All permanent 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) years	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.

- (b) Permanent employees' vacation entitlements shall be reconciled January 1st of any year and an employee may be allowed to use vacation prior to his anniversary date with the understanding an adjustment may be necessary if he leaves the City service.
- (c) Statutory Holidays occurring during the vacation period shall be given in addition to the above-mentioned weeks of vacation.

- (d) 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.
- (e) The provisions of the pertinent holidays with pay orders of the Province of Alberta shall also be complied with.
- (f) 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 his regular pay while on vacation.
- (g) Employees, upon being entitled to four (4) 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 Leader 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 Leader 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 area.
- (h) 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.
- (i) 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.
- (j) Vacation pay shall be based on the classification rate paid for the major period of time during the preceding anniversary period.

(2) Statutory Holidays

- (a) The following shall be considered Statutory Holidays:

New Years Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, one half (1/2) day on the working day preceding Christmas Day, Christmas Day, Boxing Day.

All 'general' holidays proclaimed by The City of Calgary 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.

- (b) 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. However, if any employee is absent his scheduled working day immediately prior to, on, or following the statutory holiday, no payment shall 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 his regular S & A benefit for that day.
- (c) 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 Union and shall be taken not later than the end of the subsequent year's vacation.
- (d) 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. 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.
- (e) 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 between the employer and the Union and shall be taken not later than the employee's next annual vacation.

ARTICLE 12 - HOURS OF WORK

(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 Safety Codes (Electrical) Operations.
- (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 he works 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 five (5) 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

- (1) Employees working in **Roads, Transit, CPS, Finance & Supply and Corporate Properties & Buildings.**

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 taken at the worksite **per day.**

- (2) Employees working in **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 taken at the worksite **per day.**

- (3) **Employees working in Development and Building Approvals**

The hours of work shall consist of thirty-five (35) hours per week, worked over a three (3) week period, seven and a half (7½) hours per day (excluding a one (1) hour unpaid lunch break).

- (4) **Schedule Changes**

All such changes shall be posted five (5) 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.

The parties to this agreement may also mutually agree to other hours of work in order to meet operational needs.

ARTICLE 13 - SHIFT WORK

- (1) A shift worker is an employee working on a job which is operated twenty-four (24) hours per day seven (7) days per week.
- (2) Schedules shall be posted. A shift schedule for the entire year is to be set up for all revolving rotating shift workers.
- (3) A **eighty-five cents (\$0.85)** 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.
- (4) Employees working on Saturday or Sunday shifts shall receive an hours' extra pay.

(5) Shift hours shall be so arranged that there shall be consecutive hours' rest between shifts as follows:

- 8 hour shift, 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, he shall be paid at the overtime rate, except when changing shifts according to a set schedule. All changes in shift hours shall be posted five (5) days prior to the shift being worked, emergency shifts excepted.

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

ARTICLE 14 - OVERTIME AND CALL OUT

(1) Work during any period of hours other than those mentioned in Article 12 and 13 shall be considered as overtime.

(2) In the matter of overtime The City agrees to distribute such overtime as evenly as possible among the members of the division or section concerned.

(3) Double time (X2) 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 he 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 his 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 excessive overtime hours during an emergency, may be absent for the purpose of resting during the regular hours immediately following the

emergency. Such permission to be absent shall not be unreasonably withheld. The worker shall be paid their regular wage rate for such hours.

Short change: eight (8) hours between shifts. A worker continuing their eight (8) hour regular shift or beginning their next regular shift for a period of two (2) hours or more shall be paid at overtime rate for this period and also for their next regular shift.

- (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 (X2).
- (8) 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.

ARTICLE 15 - OVERTIME BANK

Time off may be taken in lieu of overtime pay **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 for such time at the hours most worked rate **(based on the previous calendar year)**;
- (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 16 - SENIOR WORK

- (1) A wage earning employee assigned by any authorized superior to a higher level hourly rated position shall be paid the rate or the next clear step of the class to which he is assigned. In no case shall the employee receive more than the employee he is relieving.
- (2) Where a Labour Crew has an assigned employee for added responsibilities above the Labourer (Electrical) duties, he/she shall receive the Groundman I rate of pay.

ARTICLE 17 – EMPLOYEE AND POSITION DEFINITIONS

Permanent employees

A permanent employee shall be one who has been in the Bargaining Unit continuously for a period of twelve (12) months occupying an established position.

- 1) Employees with twenty-four (24) months continuous or thirty (30) months cumulative service in a Business Unit and not occupying an established position shall nonetheless be classed as permanent.

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

- 2) 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 permanent employees shall not be affected.
- 3) 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 17

- (1). In the event of a work reduction Articles 20, 22 shall apply.

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.

Established position

An established position is a position that has been authorized as part of the normal establishment of a City Business Unit.

Provisional position

If no 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.

ARTICLE 18 - PROMOTION

- (1) In making promotions in any Business Unit, such appointments 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 subject to the needs of the operation, and if posted, the vacancy shall be filled from the permanent staff of the Business Unit in accordance with Article 18(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 18(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) days. When an appointment has been made the Business Manager of the Union shall be notified of the appointee's name and Business Unit in order that the Union may place its objections, if any, before Business Unit Management.
- (4) When an employee transfers to another Business Unit **and/or jurisdiction and/or management exempt** he shall retain reversion rights to his 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 his seniority in his former Business Unit and such seniority may be used to bid on a position in his former Business Unit that is posted outside that Business Unit.

Such employee's seniority, for the purpose of promotion within his 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 20(2), shall include credit for I.B.E.W. service from his previous Business Unit.

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

ARTICLE 19 - LEAVE OF ABSENCE

General Leave of Absence

- (1) Any employee desiring leave of absence must apply for same to **their Manager**. Should his application be refused, he 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) 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.

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.

Bereavement Leave

- (3) Leave of absence in order to carry out responsibilities incurred by the demise of a relative may be permitted at the discretion of the General Manager/Leader. Where the General Manager/Leader 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 seven (7) calendar days. For this purpose a relative shall be defined as mother, father, **step-parent**, brother, **step-brother**, sister, **step-sister**, wife, husband, common-law spouse, child, **step-child** or foster child, guardian, mother-in-law, father-in-law, **brother in-law**, **sister in-law** and grandparent **of the employee or spouse**.

Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of the Leader.

Union Leave

- (4) When it is necessary for an employee to make application for leave of absence to perform duties for any office in his 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 Leader and subsequently referred with the Leader's recommendation to the General Manager/Leader for their approval or otherwise. The decision of the General Manager/Leader 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 his Business Unit with no decrease in status but without claim on any promotions effected during his 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 his average earnings over a period of the six (6) months immediately preceding the date of such leave of absence.

Overstaying Leave of Absence

- (5) When an employee over-stays his leave of absence without permission of the General Manager/Leader, he shall automatically forfeit his position with The City.

Subpoenaed

- (6) 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

- (7) a) A permanent employee who is pregnant shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. During the first six (6) months of her pregnancy a permanent employee shall apply in writing for maternity leave, including advice to her Business Unit of the estimated delivery date and her date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, except under circumstances in 19(7)(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 her absence on leave.

When an employee has been granted maternity leave, she will be required to pay her 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.

b) A permanent employee who is pregnant shall not continue in her position following such time as, in the opinion of The City Medical Officer and in consultation with her personal physician, her ability to carry out her assignments is limited by her pregnancy (including premature birth). At this time the employee shall commence maternity leave if she is within twelve (12) weeks of the estimated delivery date. If outside the twelve (12) week period when maternity leave can commence, the employee may apply and shall be granted leave of absence without pay until such time as maternity leave may commence, failing which she shall be separated from the civic service.

c) A permanent employee returning to work from maternity leave shall give The City two (2) weeks notice in writing of the day on which she intends 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 her health.

d) An employee who has not yet attained permanent status, but who has completed six (6) months or more consecutive service may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as a permanent employee in clause 19.6. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave.

Parental Leave

(8) A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least six (6) months continuous service is entitled to an unpaid parental leave of up to thirty-seven (37) weeks for the care of a newborn or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) 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

- (9) 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 fifteen (15) 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.

Paternity Leave

- (10) An employee, upon request, may be granted leave of absence with pay for one (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, or on the day on which he first obtains custody of the child being adopted.

Military Leave

- (11) A request for military leave of absence shall be submitted in writing to the immediate Exempt Supervisor, no later than two (2) months 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 20 - DISMISSALS AND REDUCTIONS IN STAFF

- (1) Except for cause, a permanent employee relieved of his 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 his own accord, he 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 he may have made through other employment during the period of his dismissal.
- (4) Any employee desiring to appeal against his 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 work group 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 his intentions. If an employee does not report for work as required, he shall lose any rights under this clause. Any employee not offered re-employment within twelve (12) months of his layoff shall lose any rights under this clause.

ARTICLE 21 - 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 he transfers, he shall continue to receive the wage rate he enjoyed at the time of his transfer, until such time as the lower rate reaches his former rate at the time of his transfer.

ARTICLE 22 - RE-ENGAGEMENT OF FORMER EMPLOYEES

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

ARTICLE 23 - TOOL REPLACEMENT

Personal tools, when worn out or damaged on the job will be repaired or replaced by the Business Unit, when approved by the appropriate Supervisor.

ARTICLE 24 - WORKING DEFINITIONS

(1) Electrical Journeyman Qualifications

All new employees hired as Electrical Journeymen 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) High Voltage

As defined by the Electrical and Communication Utility Systems Regulation of the Province of Alberta and Part 1 of the Canadian Electrical Code.

ARTICLE 25 - WORKING CONDITIONS

(1) General

(a) There shall be at least two (2) Journeymen working together on high voltage circuits. In case of trouble, however, one (1) Journeyman may be sent out alone to watch until another can be obtained. Safe Operating Practices shall be observed, in accordance with Article 24(2). Where employees are required to work on energized circuits or equipment of 480 volts or higher, phase to phase, two (2) Journeymen shall work together at all times.

(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) When necessary, The City shall supply the following protective clothing and equipment which is normally required for the protection of employees. Employees shall be responsible for proper and reasonable care of such equipment:

Safety belts (body and pole), spurs, protective headgear (linings), **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, or coveralls, **winter coveralls, fire resistant** shall be issued to employees whose work requires their wearing:
 - underground cable crews, transformer room crews, painting crews, station crews (oil work), and temporary issue on dirty jobs, **exposure to electrical equipment flashover.**
- (c) All employees will be issued coveralls upon request when required.
- (d) Effective **January 1, 2007**, permanent employees required to wear safety footwear shall be entitled to a reimbursement with receipt(s) for the cost of the safety footwear up to a maximum of **one-hundred-fifty dollars (\$150.00)** every two years.

Employees' performing tar kettle duties (Signals area) shall have their work boots supplied by The City at no cost to the employee once per year.

ARTICLE 26 - JOB CLASSIFICATION

A. JOURNEYMAN

1. Journeyman Electrician

Performs duties related to the construction and maintenance of electrical systems as covered by Federal and Provincial Electrical Codes.

2. Journeyman Signals Electrician/Technician

A Journeyman Electrician or graduate with Electronics Engineering Technology accreditation or equivalent who is working toward completion of Signals in-house training process.

3. Journeyman Instrumentation Technician

Calibrates and maintains the flow meters, density gauges and analytical instruments. Maintains and repairs computer and micro-processors and their peripheral devices, plus pneumatic instruments, pneumatic or electrically actuated valves and controllers.

4. Senior Signals Electrician/Technician

Successfully completed the Signals in-house 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. Computer Data Acquisition Control Systems (CDACS) Instrument Technician

Implements new digital computer control and monitoring strategies by programming and/or configuring. Also responsible for ensuring continual day to day operation of the CDACS by performing or overseeing all planned, preventative or reactive hardware and software maintenance. Periodically performs electronic and pneumatic instrumentation project work and maintenance.

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 Regulations.

8. Working Foreman/Leadhand

Directs and/or supervises and works with a small crew engaged in electrical construction, maintenance, testing and commissioning;

OR

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

9. Electrical Planner

Responsible for the planning and coordinating of electrical installations, maintenance and construction projects. Electrical work performed in conformance with applicable City By-laws and Provincial Regulations.

10. Crew Foreman

Directs and/or supervises a crew of three (3) or more journeyman, apprentices and related workers engaged in electrical construction, maintenance, testing and commissioning.

OR

Directs and/or supervises and works with Working Foreman, Journeyman and related workers engaged in the installation, repair and maintenance of fare collection and processing equipment in Transportation.

11. Senior Safety Codes Officer

Directs and/or supervises the work of Safety Codes Officers and performs inspection duties as required in compliance with applicable City By-Laws and Provincial Regulations.

12. Senior Computer Data Acquisition Control Systems (CDACS) Instrument Technician

Directs and/or supervises the work of CDAC Technicians and related workers. Performs duties as required in compliance with Federal and Provincial Codes. Provide daily management of the CDACS. Responsible for reviewing user requests for service, troubleshooting, security of the system, and related documentation.

13. Crews Foreman or Coordinator

Directs and/or supervises crews of journeymen, apprentices, and related workers engaged in electrical and/or instrumentation construction, maintenance, testing and commissioning.

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.

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. Groundman I

Assists an electrical trade Journeyman in the capacity of Groundman, rehabilitates used electrical material into a usable condition, assists Maintenance Man (Electrical) in electrical equipment painting, street light glasswear, washing and relamping, tree trimming and cleaning manholes.

4. Groundman II

Assists an electrical trade Journeyman in the capacity of Groundman and operates winch and hydraulic equipped trucks, assists in timekeeping, Material Rehabilitation and Assembly Man, T.T.S., Decal Man and Toolkeeper.

5. Groundman III

Directs and/or supervises the work of Groundman I, Groundman II and Labourers. Responsible for coordination and direction of job duties, completion of associated projects and performs Groundman duties.

6. Maintenance Man (Electrical)

Directs and/or supervises and works in conjunction with a Groundman I, II or III. Trims trees, paints electric equipment, washes and relamps street lights and associated duties.

7. Labour Foreman/Leadhand

Directs and/or supervises a labour crew and works under the direction of a Journeyman.

C. OTHERS

1. Storeman

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 27 - 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 Journeyman Examination in accordance with the Apprenticeship and Industry Training Act, before they can be rated as Journeyman. Seniority for promotion to a more responsible position shall not start until the status of Journeyman is reached. Seniority will prevail when merit and ability are equal **in accordance with Article 18.**
- (4) Where an Apprentice has successfully completed his Apprenticeship and no Journeyman vacancy exists he may be permitted to remain on the establishment at the Journeyman rate. In the event of a reduction in staff, apprentices who have been apprenticed for longer than five (5) years shall revert to overall Electrical System seniority for the purpose of applying the provisions of Article 20 - Dismissals and Reductions in Staff.
- (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 Journeyman rate
2nd year 65% of Journeyman rate
3rd year 75% of Journeyman rate
4th year 85% of Journeyman 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 Journeyman in accordance with the **Apprenticeship and Industry Training Act**.

ARTICLE 28 - PLURAL OR FEMININE TERMS MAY APPLY

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

Signed this _____ day of _____, 2008 in The City of Calgary.

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

SIGNED ON BEHALF OF LOCAL 254
THE INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS

Chief Executive Officer

Business Manager

City Clerk

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

Class Codes	Trades	Effective Apr 1/06 3.0%	Effective Apr 2/07 3.5%	Effective Jan17/08 5.5%
EW-3530	Journeyman Electrician	32.59	33.73	35.59
EW-3525	Journeyman Signals Electrician/ Technician	32.59	33.73	35.59
EW-3527	Journeyman Instrumentation Technician	32.59	33.73	35.59
EW-3524	Senior Signals Electrician/ Technician	33.89	35.08	37.01
EW-3463	CDACS Instrument Technician	35.20	36.43	38.43
EW-00991	Electrical Planner	35.20	36.43	38.43
EW-03488	Maintenance Technician/Leadhand	35.20	36.43	38.43
EW-3596	Safety Codes Officer	35.39	36.63	38.64
EW-3984	Crew Foreman	36.17	37.44	39.50
EW-3598	Senior Safety Codes Officer	37.08	38.38	40.49
EW-3483	Crews Foreman or Coordinator	37.15	38.45	40.57
EW-3461	Senior CDACS Instrument Technician	37.15	38.45	40.57
	Apprentices			
EW-3317	Apprentice Instrument Technician or Construction Electrician			
	1 st year 60% of Journeyman Rate	19.55	20.23	21.35
	2 nd year 65% of Journeyman Rate	21.18	21.92	23.13
	3 rd year 75% of Journeyman Rate	24.44	25.30	26.69
	4 th year 85% of Journeyman Rate	27.70	28.67	30.25

Class Codes	Trade Support	Effective Apr 1/06 3.0%	Effective Apr 2/07 3.5%	Effective Jan 17/08 5.5%
EW-0810	Dispatcher	25.86	26.77	28.24
EW-2945	Maintenance Man (Electrical)	26.31	27.23	28.72
EW-	Groundman III	21.04 23.68 26.31	21.78 24.51 27.23	22.98 25.86 28.72
EW-2943	Groundman II	18.91 21.28 23.63	19.57 22.02 24.47	20.65 23.24 25.81
EW-2942	Groundman 1	18.24 20.53 22.80	18.88 21.25 23.60	19.92 22.42 24.90
EW-2525	Labourer (Electrical)	21.34	22.09	23.30
EW-03704	Labour Foreman/Leadhand	21.14 23.78 26.42	21.88 24.62 27.34	23.08 25.97 28.85
	Others			
EW-0590	Storeman	21.83 22.57 23.15	22.59 23.36 23.96	23.83 24.64 25.28
EW-0591	Storekeeper	24.77	25.64	27.05
EW-0592	Senior Storekeeper	27.86	28.84	30.42

NOTES:

A. Safety Codes Officers and Senior Safety Codes Officers shall be paid in accordance with the CUPE 38 salary schedule and effective dates.

B. Incremental steps shall be administered on the following basis:

Six months between step one and step two;
One year between step two and step three.

C. All new non-Trades only, shall be paid at eighty percent (80%) of the prevailing rate until the accumulation of 2,088 regular hours of work, ninety percent (90%) of the prevailing rate until the accumulation of an additional 2,088 hours of work, after which the prevailing rates will apply.

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 12, 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 ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

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

Manager, Labour Relations

Business Manager, IBEW Local 254

Shift	Area	Shift Differential	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	65¢/hr	30 hrs	0	scheduled
5 day/4 day work week Swing Shift	Traffic Control Operations	65¢/hr	15 hrs	0	scheduled

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 ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

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

RE: JOURNEYMAN WORKING ALONE WITH WORK VEHICLE

During 1979/80 term negotiations, agreement was made between Local Union 254 and Management, that when a Journeyman was assigned from his shop headquarters to work alone, and was responsible for a work vehicle (transport) and tooling he would receive the applicable Working Foreman rate. In accepting this rate the Journeyman also accepts responsibility for supervision of the work, the vehicle, and associated tooling.

The rate and supervisory responsibilities apply regardless of whether the Journeyman has been assigned to work alone, or is in charge of other classifications as detailed in the collective agreement.

Signed this ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

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

RE: CREW, CREWS FOREMAN AND COORDINATORS (96 HOUR V.O. BANK)

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 hour V.O bank will be paid out on an annual basis except in the Wastewater Treatment Plants.

Signed this ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

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

RE: SIGNAL SERVICES (TROUBLE TRUCK SERVICE)

The above-named parties agree that on weekends, when the work schedule in effect calls for the Signal Services Section 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 ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL 254 - 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 schedule of training courses shall be posted as soon as practicable. The City 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 and personal commitments a priority. The City shall not change shift hours to avoid overtime costs for mandatory training unless all such changes shall be posted five (5) days prior to being worked or as mutually agreed.

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 ____ day of _____, 2008.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL 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 journeyman 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 ____ day of **January, 2008**.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

Letter of Understanding

Between

The City of Calgary

And

**Local 254 of The International Brotherhood of
Electrical Workers**

Subject: 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 work unit (for example, Waterworks, Waste Water Treatment and Signals Division). The Committee shall consist of the Union Business Manager or his designate and one (1) I.B.E.W Representative from that work unit 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 his 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 ____ day of **January, 2008**.

For The City of Calgary

For I.B.E.W. Local 254

Manager, Labour Relations

Business Manager, I.B.E.W. Local 254

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
IBEW LOCAL 254 – ELECTRICAL WORKERS'**

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 _____, 2008.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE CITY OF CALGARY
AND
I.B.E.W. LOCAL 254 (ELECTRICAL WORKERS)**

RE: STATUTORY HOLIDAYS

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 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 11 shall apply. The granting of time off for such designated Statutory Holiday shall be at the 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.

This understanding will expire on (life of the contract) unless the parties mutually agree to an Extension.

Signed this ____ day of _____, 2008.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

LETTER OF UNDERSTANDING

BETWEEN

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

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 Holiday Pay - Article 11(2)(a) - Statutory Holiday entitlements as outlined in Article 11(2)(a) will be defined and coded to the date on which the shift starts.
- Statutory Holidays Falling on a Scheduled Day Off - Article 11(2)(c) - For the purposes of administering Article 11(2)(c), 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 Premium - Article 11(2)(d) - Coding and payment of Statutory Holiday premiums as outlined in Article 11(2)(d) 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 _____, 2008.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

**LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CALGARY
AND
LOCAL 254 OF THE I.B.E.W.**

Letter #12

Re: Over Dimensional Loads - Trial Work Schedule - In Variance of Article 12(b) of the Collective Agreement

Enmax Power Corporation (EPC) and The City of Calgary have agreed to transfer the responsibility of the above noted service to The City effective July 3, 2007. The majority of this work (over 85%) occur on weekdays and between the hours of midnight – 06:00. In response to this business need The City and the IBEW Local 254 agree to the following provisions.

1. This trial work schedule will be effective July 3, 2007 – December 31, 2007 (5 months).
2. Selected Journeymen and Groundmen will shadow Enmax crews during the week of June 25, 2007.
3. This work schedule is intended only for the crew members handling the Over Dimensional Loads.
4. Journeymen will continue to have every second Friday off.
5. Journeyman
 - a) The nightshift rotation will commence on Sunday (2230) through to Friday (0730), 9 hour shifts.Groundmen
 - b) The nightshift rotation will commence on Sunday (2230) through to Friday (0630), 8 hour shifts.
6. As a result of the anticipated variability associated with this work, Signals Division management will:
 - a) Seek feedback from each crew during the first 2 months of operation.
 - b) Meet with the Union to review feedback and finding at completion of 2 months.
7. If during the trial period either party has identified the need for changes to this work schedule the parties will meet in order to communicate those specifics. The parties will discuss, review options and/or required changes and must agree to such changes prior to implementation.
8. The parties will complete a final review of this work schedule no later than November 30, 2007 and determine next steps for the work schedule effective January 1, 2008.

Signed this ____ day of _____, 2008.

FOR THE CITY OF CALGARY

FOR LOCAL 254 I.B.E.W.

Manager, Labour Relations

Business Manager, IBEW Local 254

2004 March 2

Letter A

Mr. John Briegel
Business Manager
Local 254 IBEW
3615 - 29th St. N.E.
Calgary, Alta. T1Y 5W4

Dear Mr. Briegel:

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 his employment with the City on a specific date to retire to an immediate pension shall be allowed to carry over the whole of his current vacation entitlement from the year prior to the year of his retirement. Such entitlement shall be used immediately prior to the specified retirement date or be paid out as of the same date.

Yours truly,

W. Steckler
Manager, Labour Relations

2004 March 2

Letter B

Mr. John Briegel
Business Manager
Local 254 IBEW
3615 - 29th St. N.E.
Calgary, Alta. T1Y 5W4

Dear Mr. Briegel:

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:

1. may schedule employees off on current vacation entitlements, with employee preference being accommodated whenever possible.
2. may schedule employees off on V.O. time.
3. may redeploy employees to other work groups or business units, but within the bargaining unit, subject to requisite qualifications and ability.
4. 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 under article 20 of the Collective Agreement.

Would you please confirm the foregoing understanding at your earliest convenience.

Yours truly,

W. Steckler
Manager, Labour Relations

Understanding confirmed _____
(Signature)

Date: _____