

Presented: 2019 August 27

## Memorandum of Settlement #4

Between

The Calgary Parking Authority

And

The Canadian Union of Public Employees, Sub-Local 38

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

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

### Part A – Agreed To Items

- 1.01 (l) “Casual Employees” - also referred to as “on-call” are called in to work on unscheduled **and intermittent** assignments as required, and to replace Regular and Temporary Employees ~~on Core Assignments~~ who are absent from work for a period of twenty-one (21) consecutive calendar days or less. ~~An “unscheduled assignment” is one that is not established pursuant to Article 12.07.~~
- ~~1.02 Employees covered by this Agreement shall be classified according to the following work groups:~~
- ~~(a) General Maintenance~~
  - ~~(b) Equipment Technicians~~
  - ~~(c) Journeyman Tradesman~~
  - ~~(d) Lead Hands~~
- 5.03 Locked, glass enclosed bulletin boards approximately twenty-four (24) inches by twenty-four (24) inches shall be provided by the Union for ~~four (4)~~ **two (2)** work locations (**Centennial Parkade and Impound Lot** ~~Lot 40 Workshop, Lot 60 Security Office, Lot 54 Security Dispatch and Lot 54 Technical Services Workshop~~) to be used for the posting of approved notices or correspondence issued by CUPE Local 38 pertaining to members of the bargaining unit covered by this collective agreement. For the purpose of this clause, “approved” means approved by a Union Officer and the General Manager of the Parking Authority or their designate. The General Manager will advise the Union of approval or non-approval within seventy-two (72) hours of receipt.
- 5.04 Copies of all material to be distributed must be submitted to the General Manager of the Calgary Parking Authority or ~~his~~ **their** designate prior to distribution. The General Manager will advise the Union of approval or non-approval within seventy-two (72) hours of receipt.
- 6.03 Step I

If the difference is not resolved as a result of informal discussion, it becomes a grievance provided that it is reduced to writing specifying a complete and full statement of the difference citing the incident prompting the grievance, the clause(s) of the Collective Agreement alleged to have been violated and the particular relief or redress requested on behalf of the grievor. The grievance must be ~~signed by the Employee(s) and~~ submitted by the Union to the Manager of the applicable ~~Work Group~~ **Department** or designate within fifteen (15) calendar days from the date of the informal discussion or within twenty (20) calendar days from the date of the incident prompting the difference if no informal discussion is held. At the request of either party, a meeting shall be held at this Step. The decision of the Manager of the applicable ~~Work Group~~ **Department** or designate shall be issued to the Union, in writing, within fifteen (15) calendar days of receipt of the written grievance or within fifteen (15) calendar days of the meeting, if one is held at this Step.

6.04 Step II

If no settlement is reached in Step I, the grievance may be referred to the General Manager within fifteen (15) calendar days of the receipt of the written decision from Step I. The General Manager shall hear the grievance at a meeting to be convened within twenty (20) calendar days of receipt of the grievance. The General Manager shall issue a decision in writing within fifteen (15) calendar days of hearing the grievance. ~~A grievance related to the dismissal of a Probationary, Casual, or Temporary Employee shall not proceed beyond this Step of the Grievance Procedure.~~

6.05 Step III

If no settlement is reached in Step II, the grievance may be referred to arbitration (a single arbitrator or, by mutual agreement, an arbitration board) as provided in the Labour Relations Code. Where either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ~~twenty (20)~~ **thirty (30)** calendar days of the receipt of the decision in Step II.

9.04 An up-to-date seniority list shall be sent to the Union and ~~posted~~ **be made available to Employees in** January of each year ~~in the CUPE Local 38 binder in each of the four (4) work locations referenced in article 5.03.~~

11.01 When filling positions the Employer will ~~post notices of the available positions on designated notice boards~~ **advertise available positions via an organization-wide email account and forward a copy to the Union.** Transfers and promotions will be awarded to Employees on the basis of seniority, provided they have the skills, training, knowledge and ability to perform the work satisfactorily.

11.04 An Employee promoted or transferred to a higher rated position on a trial basis shall be paid the next higher step rate for the duration of the trial period. Upon the successful completion of the trial period the Employee will be eligible to advance through the steps of the applicable ~~pay schedule~~ **classification** on the basis of continuous service. ~~in the Work Group or Classification within a Work Group (whichever may be applicable).~~ An Employee who is transferred to a

lower rated position shall be placed on a Step of the applicable **classification** pay schedule on the basis of service with the Employer.

**11.05** An Employee temporarily assigned to a higher rated position shall be paid the next higher step rate for the temporary assignment. Should the temporary assignment exceed six months, the employee will be eligible to advance through the steps of the applicable pay schedule on the basis of continuous service in the Classification.

**12.01** Standard Hours of Work

The standard hours of work for Full-time Employees shall be forty (40) hours per week and eight (8) hours per day.

a) Work schedules will alter standard hours of work, resulting in regular hours of work that differ from the standard hours. Regular hours of work are those hours determined based on an Employee's work schedule.

**12.02** Determination of Workday

A "workday" shall be determined on the basis of the calendar day in which a majority of the hours in a shift are worked.

**12.03** Rest Periods

a) All Employees shall receive one (1) paid fifteen (15) minute rest period during each half shift of not fewer than four (4) hours.

b) Employees in the Operations and Facilities Department working a ten (10) hour per day shift schedule shall be entitled to two (2) paid rest periods of twenty (20) minutes duration in each full shift worked. In lieu of receiving a designated unpaid meal period, Employees will eat during the rest periods.

**12.04** Meal Period

Daily hours of work shall run consecutively except that an unpaid meal period of not more than one (1) hour shall be granted on shifts of five (5) hours or more to those Employees who by the nature of their duties are unable to eat on the job. When no unpaid meal period is designated by the Employer, Employees may eat on the job.

**12.05** Breaks Between Shifts

Employees shall not be required to commence a shift within ten (10) hours of the completion of the previous shift, excluding overtime. Employees who are required to commence a shift in less than ten (10) hours of completing the previous shift shall be compensated in time off on a double time (2) ~~time and one-half (1 1/2)~~ basis or pay at the rate of double time (2)

~~one-half (1½)~~ the Employee's regular rate for the number of hours worked that the period of time off was less than ten (10) hours, except when:

- (a) an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
- (b) it is by mutual agreement between Employees pursuant to Clause 12.09, or
- (c) it is otherwise mutually agreed between the Employer and the Employee.

#### **12.06 Days of Rest**

An Employee shall have forty-eight (48) consecutive hours of rest following each five (5) consecutive workdays except when:

- (a) an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
- (b) it is by mutual agreement between Employees pursuant to Clause 12.09, or
- (c) it is otherwise mutually agreed between the Employer and the Employee.

#### **12.07 Work Schedules**

The Employer shall establish work schedules which shall remain in effect for a period of twelve (12) months.

- (a) Work schedules shall be established and posted by the first Monday in each January.
- (b) Employees shall advise the Employer in writing of their preference of work schedules by the first Monday in each December.
- (c) Assignments to work schedules will be made by the Employer on the basis of seniority provided the Employees have the skills, training, knowledge and ability to perform the work satisfactorily.
- (d) Except as permitted by the provisions of Clauses 12.08 and 12.09 the work schedule of an Employee shall not be changed during the period the work schedule is in effect.
- (e) During the period that a work schedule is in effect, the Employer retains the right to:
  - (i) adjust the start and ending times of Employees' regularly scheduled shifts by not more than two (2) hours from the original times specified in the work schedule. Employees will be given a minimum of forty-eight (48) hours' notice of all such adjustments. When less than forty-eight (48) hours' notice is given, the Employee shall be paid at the rate of two times ~~time and one-half (1½)~~ the regular rate of pay for the

normal daily hours worked on the first day of the changed schedule.

- (ii) establish additional work schedules, fill vacant work schedules and eliminate work schedules as may be required to meet operational needs.
- (f) All additional and vacant work schedules occurring during the twelve (12) month period that a work schedule is in effect shall be filled at the discretion of the Employer.
- (g) Casual, temporary and probationary Employees may be assigned to work schedules at the discretion of the Employer.
- (h) Where it is necessary for Employees to overlap with the immediately preceding shift for the purpose of sharing information, Employees shall commence work early (approximately five (5) minutes) without payment of overtime and without being granted any additional rest period.

#### **12.08 Temporary Work Schedule Changes**

Work schedules may be temporarily changed to accommodate seasonal and project requirements, Employee absences and terminations. Employees shall be given a minimum of forty-eight (48) hours' notice in advance of the change. When a change in work schedule is made without the required notice, the Employee shall be paid at the rate of two times time and one half (1 1/2) the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.

#### **12.09 Shift Exchange**

Full-time, Part-time and Temporary Employees may be permitted to exchange shifts in accordance with procedures and regulations established and revised from time to time by the Employer. An exchange of shifts will not be approved unless both Employees have the requisite knowledge, skills, abilities and experience to perform the duties involved.

If a shift exchange is in violation of the Collective Agreement or Employment Standards Codes, no grievance or complaint will be filed as a result of a shift exchange.

#### Article 12 – Hours of Work

~~12.01 The normal hours of work for Full time Employees shall be forty (40) hours per week and eight (8) hours per day.~~

~~A “workday” shall be determined on the basis of the day in which a majority of the hours in a shift are worked.~~

~~12.02 All Employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during each half shift of not fewer than four (4) hours. Rest periods shall be taken on the work site and shall be granted without loss of pay to the Employee.~~

Employees shall be granted an additional fifteen (15) minute rest period during any regular eight (8) hour shift that they are required to commence work early (approximately five (5) minutes) without payment of overtime so as to provide an overlap with the immediately preceding shift.

- ~~12.03~~ Daily hours of work shall run consecutively except that an unpaid meal period of not more than one (1) hour shall be granted on shifts of five (5) hours or more to those Employees who are not required by the nature of their duties to eat on the job. When no unpaid meal period is designated by the Employer, Employees may eat on the job, but must remain at their work stations.
- ~~12.04~~ Employees shall not be required to commence a shift within ten (10) hours of the completion of the previous shift, excluding overtime. Employees who are required to commence a shift in less than ten (10) hours of completing the previous shift shall be compensated in time off on a time and one-half basis or pay at the rate of time and one-half (1½) the Employee's regular rate for the number of hours worked that the period of time off was less than ten (10), except when:
- ~~(a)~~ an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
  - ~~(b)~~ it is by mutual agreement between Employees pursuant to Clause 12.10, or
  - ~~(c)~~ it is otherwise mutually agreed between the Employer and the Employee.
- ~~12.05~~ An Employee shall have forty-eight (48) consecutive hours of rest following each five (5) consecutive workdays except when:
- ~~(a)~~ an Employee changes shift as a result of the commencement of a twelve (12) month work schedule period, or to provide a period of training in preparation for the commencement of a twelve (12) month work schedule period, or
  - ~~(b)~~ it is by mutual agreement between Employees pursuant to Clause 12.10, or
  - ~~(c)~~ it is otherwise mutually agreed between the Employer and the Employee.
- ~~12.06~~ Employees in the Security Work Group
- ~~(a)~~ The Employer shall establish work schedules which shall remain in effect for a period of twelve (12) months. Work schedules shall be established and posted for implementation to be completed by the first Monday in each April.
  - ~~(b)~~ Employees shall advise the Employer in writing of their preference of work schedules by the second Monday in each March.
  - ~~(c)~~ Assignments to work schedules will be made by the Employer on the basis of seniority provided the Employees have the skills, training, knowledge and ability to perform the work satisfactorily.
  - ~~(d)~~ Except as permitted by the provisions of Clauses 12.08 and 12.10 the work schedule of an Employee shall not be changed during the period the work schedule is in effect.
  - ~~(e)~~ During the period that a work schedule is in effect, the Employer retains the right to:
    - ~~(i)~~ adjust the start and ending times of Employees' regularly scheduled shifts by not more than two (2) hours from the original times specified in the work schedule. Employees will be given a minimum of forty-eight (48) hours notice of all such adjustments. When less than forty eight (48) hours notice is given, the

~~Employee shall be paid at the rate of time and one half (1 1/2) the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.~~

~~(ii) establish additional work schedules, fill vacant work schedules and eliminate work schedules as may be required to meet operational needs.~~

~~(f) All additional and vacant work schedules occurring during the twelve (12) month period that a work schedule is in effect shall be filled at the discretion of the Employer.~~

~~(g) Casual, temporary and probationary Employees may be assigned to work schedules at the discretion of the Employer.~~

~~(h) The normal hours of work for Employees in the Security Work Group ("Security Personnel") shall be twelve (12) hours per day and three hundred and thirty-six (336) hours in an eight (8) week cycle.~~

~~(i) Security Personnel shall be entitled to one (1) twenty (20) minute paid rest period during each four (4) hour portion of their shift. In lieu of receiving a designated unpaid meal period, Security Personnel will eat during the rest periods.~~

~~(j) Notwithstanding Clause 12.02, Security Personnel shall commence work early (approximately five (5) minutes) without payment of overtime and without being granted any additional rest period(s), so as to provide an overlap with the immediately preceding shift.~~

#### ~~12.07—Employees in the General Maintenance and Equipment Technicians Work Group~~

##### ~~(a) Work Schedules~~

~~The following provisions shall apply to Regular Full-time and Part-time Employees in the General Maintenance and Equipment Technicians Work Groups who have completed the probationary period.~~

~~(i) The Employer shall establish work schedules which shall remain in effect for a period of six (6) months. Work schedules shall be established and posted for implementation for the six (6) month periods March to August and September to February, no later than February 1st each year for the March to August period and no later than August 1st for the September to February period.~~

~~In the six (6) month work schedule period, shift rotation through the days of the week will occur every one (1) week for Equipment Technicians and every four (4) weeks for General Maintenance Employees.~~

~~(ii) Except as permitted by the provisions of Clauses 12.07(a)(iii)(a) and 12.08, the work schedule of an Employee shall not be changed during the period the work schedule is in effect.~~

~~(iii) During the period that a work schedule is in effect, the Employer retains the right to:~~

~~a) adjust the start and ending times of Employees' regularly scheduled shifts by not more than two (2) hours from the original times specified in the work schedule. Employees will be given a minimum of forty-eight (48) hours notice of all such adjustments. When less than forty-eight (48) hours notice is given, the Employee shall be paid at the rate of time and one half (1 1/2) the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.~~

~~b) establish additional work schedules, fill vacant work schedules and eliminate work schedules as may be required to meet operational needs.~~

~~iv) Casual, Temporary and Probationary Employees may be assigned to work schedules at the discretion of the Employer.~~

~~(b) Employees in the General Maintenance Work Group working a compressed shift schedule of ten (10) hours per day and four (4) days per week pursuant to Article 12.11 shall be entitled to two (2) paid rest periods of twenty (20) minutes duration in each full shift worked. In lieu of receiving a designated unpaid meal period, Employees will eat during the rest periods.~~

~~12.08 Temporary Work Schedule Changes~~

~~Work schedules may be temporarily changed to accommodate seasonal and project requirements, Employee absences and terminations. Employees shall be given a minimum of forty eight (48) hours notice in advance of the change. When a change in work schedule is made without the required notice, the Employee shall be paid at the rate of time and one half (1 1/2) the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.~~

~~12.09 Lead Hands~~

~~The Employer retains the right to assign work schedules and work sites to Lead Hands as may be required to meet operational needs. Lead Hands will be given a minimum of forty eight (48) hours notice of a change in work schedule. When less than forty eight (48) hours notice is given, the Employee shall be paid at the rate of time and one half (1 1/2) the regular rate of pay for the normal daily hours worked on the first day of the changed schedule.~~

~~12.10 Full time, Part time and Temporary Employees may be permitted to exchange shifts in accordance with procedures and regulations established and revised from time to time by the Employer. An exchange of shifts will not be approved unless both Employees have the requisite knowledge, skills, abilities and experience to perform the duties involved.~~

~~If a shift exchange is in violation of the Collective Agreement or Employment Standards Codes, no grievance or complaint will be filed as a result of a shift exchange.~~

~~12.11 Notwithstanding provisions of this agreement which appear to the contrary, hours of work may be altered to accommodate a compressed work week. Compressed work week proposals can be made by the Employees or the Employer. Such proposals must be mutually agreed to in writing by the Employer and the Union. Where a compressed work week is put into effect, overtime compensation and other benefits shall be adjusted in a fashion consistent with the variation so as to not increase eligibility for overtime compensation or the number of hours of vacation, paid holiday or paid leave entitlement, or to extend any such other benefits as may apply. Either Party may withdraw from an established compressed work week by giving the other Party thirty (30) calendar days' notice in writing.~~

13.01 From time to time Employees will be required to work in excess of their regular daily or weekly hours. In recognition of this requirement, overtime worked will be compensated in accordance with the following provisions. **When offering overtime, the Employer agrees that such overtime will be distributed as equally as possible among Employees of the Department or area concerned.**

13.02 Except when a change of shift or shift rotation occurs, time worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for in time off on a double time basis or pay at the rate of two (2) times the Employee's regular rate, provided that all such overtime is authorized by the Supervisor. This provision shall not apply to the time in excess of eight (8) hours per day worked pursuant to **Clause 12.01(a)** ~~Clause 12.02~~.

13.04 Employees will be permitted to bank compensating time off under the provisions of this Article and Article 16. However, any hours in excess of **twenty (20) accumulated at the Employee's overtime rate** ~~forty (40) accumulated~~ as of December 31<sup>st</sup> each year will be paid out unless the time off has been scheduled and approved to be taken after December 31<sup>st</sup>.

Periods of overtime that are less than one hour in duration cannot be banked as compensating time off.

All compensating time off is subject to mutual agreement between the Employee and the Employer.

13.06 Call-out

**When a full-time Employee is called out to work at the work site, and it does not immediately precede or follow the Employee's regular hours of work, the employee shall receive minimum compensation of 1.5 hours at the applicable overtime rate. Any time spent beyond 1.5 hours shall be paid at the applicable overtime rate for the actual time worked. If the call-out forms a continuous period with the Employee's normal working hours, the Employee shall be paid at the applicable overtime rate for the actual time worked in excess of the Employee's regular hours of work, with no minimum compensation.**

~~When a Full-time Employee is called in to work outside the Employee's scheduled working hours, the Employee shall be compensated at the applicable overtime rate for the actual hours worked, but nevertheless shall be guaranteed a minimum of three (3) hours' pay at the Employee's regular rate except that no minimum shall apply if such call-out forms a continuous period with the Employee's normal working hours.~~

13.07 **Call-out for Remote Work**

**When a Full-time Employee is called outside his/her scheduled working hours, but can complete the work remotely without attending the work site, the Employee shall receive minimum compensation of thirty (30) minutes at the applicable overtime rate. Any time spent beyond thirty (30) minutes shall be paid at the applicable overtime rate for the actual time worked.**

**Any subsequent work performed within thirty (30) minutes of the commencement of the initial work will be included in the calculation of actual time worked but will not trigger an additional 1/2 hour minimum.**

13.078 Standby

Standby means that an Employee is designated by the Employer to be immediately available to return to work outside of the Employee's regular working hours, whether or not the Employee actually does return to work.

An Employee on standby shall be paid the amount of **thirty-five (\$35.00)** ~~twenty-five dollars (\$25.00)~~ for each twenty-four (24) hour period of standby duty.

When an Employee, while on standby, fails to respond within thirty (30) minutes of a call, or is unable to report to work when required, no compensation shall be granted for the standby period.

An Employee who is called out to work during a period of Standby, shall be paid pursuant to Clause 13.06 for the hours worked ~~on call-out~~. **An Employee who is called during a period of Standby, and can complete the work remotely, shall be paid pursuant to Clause 13.07 for the hours worked.**

16.02 Entitlement for Part-time and Casual Employees shall be **administered according to requirements stated in Alberta Employment Standards**. ~~be the same as provided in Clause 16.01, except that:~~

~~(a) A Part-time Employee will not receive pay for any holiday which falls on a day on which the Employee would not otherwise be scheduled to work.~~

~~(b) There shall be no entitlement for any Casual Employee who has not been continuously employed for the five (5) work days immediately preceding the holiday and the first work day immediately following the holiday. Holiday pay for Casual Employees will be calculated on the basis of the average number of hours worked, exclusive of overtime, for the five (5) work days immediately preceding the holiday.~~

16.03 ~~An Employee is not eligible for benefits under this Article unless the Employee has worked thirty (30) work days or more in the twelve (12) months preceding the holiday. Any Employee absent from work on the regularly scheduled work day next preceding or next following a paid holiday shall not be entitled to pay for such paid holiday unless the Employee has prior permission, or produces proof of illness for such absence.~~

16.04 When a holiday falls on an Employee's scheduled day off, and the Employee is eligible for the paid holiday under this Article, the Employee shall be granted either:

- (a) a mutually agreed upon day off with pay at the Employee's **average daily wage rate** ~~regular rate of pay~~, or
- (b) pay at the Employee's **average daily wage rate** ~~regular rate~~ for the holiday.

16.05 When an Employee is required to work on a recognized holiday, and the Employee is eligible for the paid holiday under this Article, the Employee shall receive pay at the Employee's **average daily wage rate** ~~regular rate~~ for the holiday, and in addition, shall be granted either time off on a **double time basis** ~~time and one-half basis~~, or pay at a rate of **two (2)** ~~one and one-half~~ times the Employee's regular rate, for the actual hours worked on the holiday.

16.06 When an Employee receives compensating time off, it shall be taken at a mutually agreed time. **Compensating time off (banked time) must be used by December 31 or it will be paid out in the first pay after December 31.**

~~16.07 Security Work Group~~

- ~~(a) Security Personnel are eligible for eight (8) hours paid time for each of the holidays listed in Clause 16.01 on the same basis as any other Employee.~~
- ~~(b) Security Personnel who are eligible for a paid holiday and who are required to work on the holiday, shall receive eight (8) hours pay at the Employee's regular rate for the holiday, and in addition, shall be granted either time off on a time and one-half basis, or pay at a rate of one and one-half (1½) times the Employee's regular rate, for the actual hours worked on the holiday.~~
- ~~(c) When a holiday falls on the scheduled day off of Security Personnel, and the Security Personnel is eligible for the paid holiday under this Article, the Employee shall be granted either:
  - ~~(i) eight (8) hours paid time off at the Employee's regular rate of pay; or~~
  - ~~(ii) eight (8) hours pay at the Employee's regular rate for the holiday.~~~~

17.03 Part-time Employees shall receive:

- (a) in each of the first four (4) years of employment, four (4) percent of their straight time earnings.
- (b) after five (5) years of employment, and in each year thereafter, six (6) percent of their straight time earnings.

~~The vacation pay shall be provided on a separate cheque.~~

17.06 ~~No cash payment in lieu of vacation is permitted.~~

17.07 Vacation Pay Upon Termination.

Upon termination, Employees shall be paid for any accrued vacation not taken. **Should an Employee terminate with a negative vacation balance, any vacation hours owing will be recovered from the Employee's final pay.**

17.08 Vacation Scheduling

Employees shall be asked to submit written vacation preferences to the supervisor no later than **the first Monday of December each year for the subsequent year.** ~~February 28th of each year.~~ An approved vacation schedule for each ~~work group~~ **Classification** shall be posted no later than **the first Monday of January** ~~March 15th.~~ When a choice must be made among Employees expressing a preference for a specific period, vacation time will be assigned on the basis of seniority within the applicable **Classification-Work Group**, provided that the remaining Employees have the skills, knowledge, training and ability to satisfactorily perform the work.

- (a) Employees shall be limited to a maximum of three (3) weeks' vacation preference during the following period:

- i. between the third (3rd) calendar week of June and the second (2nd) calendar week of September, inclusive.
- (b) Employees shall be limited to a maximum of two (2) weeks' vacation preference during the following periods:
  - i. between the calendar week prior to the week in which Christmas falls and the calendar week following the week in which Christmas falls, inclusive, and,
  - ii. between the calendar week prior to the week in which Good Friday falls and the calendar week following the week in which Good Friday falls, inclusive.
- (c) Requests for vacation and requests to change previously approved vacations may be submitted after **the first Monday of January** ~~February 28th~~. Approval of such requests will be on a first come first served basis. Such requests must be submitted in writing no less than forty (40) calendar days prior to the desired date of commencement of vacation. Employees will be advised within fourteen (14) days of submission of the request. The Employer shall consider requests made with less than forty (40) calendar days' notice if the request can be accommodated.
- (d) Vacations shall be authorized by the Employer in accordance with operational requirements. Once vacations are authorized they shall not be changed except by written mutual agreement.

17.09 Vacation Accumulation

Employees may, with the approval of their supervisor, accumulate up to eighty (80) hours vacation time per year, provided the minimum provincially legislated vacation time is taken [after each year of employment, two (2) weeks of annual vacation; and after five (5) years of employment, three (3) weeks of annual vacation]. Employees may bank a maximum of eighty (80) hours. Exceptions to this bank may be approved by the Employer.

**Should an Employee accumulate more than eighty (80) hours to bank in a calendar year, or have reached the maximum bankable hours of eighty (80), the excess hours of vacation time will be paid out.**

18.01 Casual Illness

- (a) Casual illness is an illness which causes the Employee to be absent from work for a period of ten (10) successive work days or fewer.
- (b) After three (3) months of continuous service all Regular Full-time and Regular Part-time Employees shall begin to accrue sick leave (on a pro rata basis).
- (c) After completion of the first calendar year, all Regular Full-time and Regular Part-time Employees (on a pro rata basis) shall be granted a maximum of eighty (80) hours of sick leave. Sick leave is applied at the beginning of the calendar year after it has been earned.
- (d) Sick leave shall be paid at eighty percent (80%) of the Employee's regular rate of pay.

- (e) The unused portion of an Employee's sick leave entitlement may be carried forward and banked to a cumulative maximum of forty (40) hours, which shall be used only in the event of a General Illness and for the sole purpose of bridging the one (1) week waiting period required for benefits under the Canada Employment Insurance Plan. Should the Canada Employment Insurance Plan waiting period increase, allowed bankable hours shall change accordingly. (eg. Waiting period increased to two (2) weeks, bankable hours increase to eighty (80) hours.
- (f) An employee will be allowed to utilize compensating time off and earned vacation entitlement for absences due to illness for which the employee is not eligible for sick leave pay.

18.02 General Illness

- (a) General illness is an illness which causes an Employee to be absent more than ten (10), but fewer than one-hundred and twenty (120) consecutive calendar days.
- (b) Employees suffering a General Illness must apply for benefits under the Canada Employment Insurance Plan.
- (c) During the period of General Illness that the Employee is in receipt of Canada Employment Insurance, the Employer will provide supplemental income benefits to provide a combined benefit of seventy-five percent (75%) of the Employee's regular earnings calculated at the Employee's regular rate of pay.

18.03 The Employer may require what it deems to be acceptable proof of illness for the third and subsequent occurrences of illness of three (3) days duration or less in any twelve (12) month period and upon the first and subsequent occurrences of illness in excess of three (3) days duration.

It shall be the responsibility of the Employee to give as much notification to the immediate supervisor as is possible prior to absence on account of illness. The Employee shall also notify the supervisor as early as possible prior to return to work. The Employee will be told of the need for proof before returning to work.

**Article 19 Leaves of Absence (Re-write Article 19 – Leaves of Absence and renumber accordingly)**

**19.01 Types of Leaves of absence**

- (a) **The CPA provides paid and unpaid leaves of absence in specific circumstances to support employees and create a family-friendly workplace. Except as otherwise described in this Agreement, leaves are administered according to requirements stated in Alberta Employment Standards. The Employer provides the following types of leaves:**
  - (i) **Bereavement leave;**
  - (ii) **Citizenship ceremony leave;**
  - (iii) **Compassionate care leave;**

- (iv) Critical illness leave (to care for a gravely ill child or adult family member);
  - (v) Death or disappearance of a child leave;
  - (vi) Domestic violence leave;
  - (vii) Union Officer leave;
  - (viii) Jury and court witness duty leave;
  - (ix) Maternity, parental and adoption leave;
  - (x) Personal and family responsibility leave; and
  - (xi) Reservist leave.
- (b) Employees are eligible to apply for leaves of absence to the extent that a leave is necessary, subject to the conditions and exceptions detailed in this Agreement, applicable law, and the approval of the Employer.
  - (c) Except as otherwise stated in this Agreement, an Employee who requires a leave of absence must provide a written request to the Employer in accordance with applicable Alberta Employment Standards notice requirements.
  - (d) An Employee desiring an unpaid leave of absence for a general leave not covered by Alberta Employment Standards must apply in writing to the General Manager. Except under extenuating circumstances, an application for a general leave must be made at least two (2) months prior to the commencement of the leave.
  - (e) An Employee shall be entitled to accumulate seniority for the following types of leaves:
    - (i) Paid leaves;
    - (ii) Unpaid leaves less than thirty (30) days;
    - (iii) Maternity, parental and adoption leave; and
    - (iv) Jury and court witness duty leave.
  - (f) Employees on a leave of absence without pay shall not be eligible for any remuneration including statutory holiday entitlement, and those on leave for a period in excess of thirty (30) days shall not accumulate service entitlement to vacation and other benefits.
  - (g) Employees on unpaid leaves of absence may continue coverage in the Employer's group benefit plans during the leave for the period specified in the group plan contract provided they pay the required premiums in advance. Such coverage shall not exceed twelve (12) months in duration.

**19.02 Bereavement Leave**

- (a) An Employee with at least ninety (90) days continuous service is entitled to take a paid leave of absence up to, but not exceeding seven (7) consecutive calendar days due to the death of a family member, as defined in Alberta Employment Standards.

**19.03 Citizenship Ceremony Leave**

- (a) An Employee, with at least ninety (90) days continuous service is entitled to take up to one (1) day of unpaid leave to attend their citizenship ceremony, upon acquiring Canadian citizenship.

**19.04 Compassionate Care Leave**

- (a) An Employee, with at least ninety (90) days continuous service, is entitled to compassionate care leave without pay of up to twenty-seven (27) weeks for the care of a family member, as defined in Alberta Employment Standards, with a serious medical condition with a significant risk of death.

**19.05 Critical Illness Leave**

- (a) An Employee, with at least ninety (90) days continuous service, is entitled to critical illness leave without pay of up to thirty-six (36) weeks to care for their critically ill child, or up to sixteen (16) weeks to care for a critically ill adult family member.

**19.06 Death or Disappearance of a Child Leave**

- (a) An Employee, with at least ninety (90) days continuous service, is entitled to death or disappearance of a child leave without pay of up to fifty-two (52) weeks if the child has disappeared, and up to one hundred four (104) weeks if the child has dies as a probable result of a crime.

**19.07 Domestic Violence Leave**

- (a) An Employee, with at least ninety (90) days continuous service, is entitled to domestic violence leave without pay of up to ten (10) days each calendar year, in the event:
  - (i) the Employee, the Employee's dependent child or a protected adult is required to seek medical attention for physical or psychological injury caused by domestic violence;
  - (ii) The Employee is required to obtain services from a victim services organization;
  - (iii) the Employee, the Employee's dependent child or a protected adult is required to obtain psychological or other professional counselling;
  - (iv) the Employee is required to relocate (temporarily or permanently);
  - (v) the Employee is required to seek legal or law enforcement assistance, including time related to legal proceedings.

**19.08 Union Officer Leave**

- (a) An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence pursuant to Clause 5.01 (a). However, the Union shall reimburse the Employer for all pay and benefits payable by the Employer during the period of absence or for the replacement costs, whichever is greater.
- (b) Subject to operational requirements, time off without pay shall also be granted to Employees who:
  - (i) are elected or appointed [not to exceed five (5) in number] to attend Union meetings, conferences or training sessions. The period of leave shall not exceed ten (10) work days.
  - (ii) are elected or appointed [not to exceed two (2) in number] to an office or position with the Union. The period of leave shall not exceed twenty-four (24) months.

- (c) At the request of the Union, the provisions of sub-clause (a) shall apply to leaves approved under sub-clause (b).

**19.09 Jury or Court Witness Duty Leave**

- (a) The Employer shall grant a leave of absence to an Employee who serves as a juror or who is subpoenaed as a witness in a court of law. In the case of jury duty, the Employer shall pay such an Employee the difference between the Employee's normal earnings and the payment received for jury, excluding payment for travelling, meals or other expenses. The Employee shall present proof of service and the amount of pay received. Time spent by Employees required to serve as court witness in matters arising out of their employment shall not suffer any loss of pay.
- (b) This clause shall not apply when an Employee is involved in personal litigation or a personal legal matter. However, if an Employee is required to attend court on personal matters, the Employee will be allowed to utilize vacation, time in lieu or unpaid leave of absence. The Employee will notify the Employer as soon as the Employee becomes aware of the need for such time off.

**19.10 Maternity Leave**

- (a) Entitlement

A pregnant Employee with at least ninety (90) days continuous is entitled to maternity leave without pay for a period up to sixteen (16) weeks.

During the health-related portion of a maternity leave, the Employee shall be eligible for benefits as any other Employee absent on sick leave.

The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless her ability to perform her assigned work is limited by the pregnancy. The Employer may require medical documentation verifying that there are no health related issues that prevent continued employment. The cost of such documentation shall be paid by the Employer.

- (b) Commencement of Maternity Leave

Maternity leave shall commence at a time designated by the Employee, within thirteen (13) weeks of the estimated delivery date, but no later than the actual date of birth of the child. Written application must be made at least six (6) weeks prior to the beginning of leave, indicating the date the Employee intends to begin leave and the date she intends to resume employment.

**19.11 Parental/Adoption Leaves**

- (a) An Employee, with at least ninety (90) days continuous service is entitled to parental/adoption leave without pay as follows:

- (i) in the case of an Employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks immediately following the last day of maternity leave;
  - (ii) in the case of a parent who has been continuously employed by the Employer for at least ninety (90) days, a period of not more than sixty-two (62) weeks within fifty-two (52) weeks after the child's birth;
  - (iii) in the case of an adoptive parent who has been continuously employed by the Employer for at least ninety (90) days, a period of not more than sixty-two (62) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The Employer is not required to grant parental leave to two Employees at the same time, if the two Employees are parents of the same child.

#### **19.11 Personal and Family Responsibility**

- (a) An Employee, with at least ninety (90) days continuous service is entitled to take up to five (5) days of unpaid leave to address health issues of the Employee, or for the Employee to meet their family responsibilities in relation to a family member.

#### **19.12 Reservist Leave**

- (a) An Employee who is a Reservist, with at least twenty-six (26) weeks continuous service is eligible to take reservist leave without pay of up to twenty (20) days per calendar year for annual training, and as long as necessary to accommodate the period of service required for international or domestic deployment.

#### ~~19.01 General Leaves~~

- ~~(a) An Employee desiring a leave of absence must apply in writing to the General Manager. Except under extenuating circumstances, an application for a general leave must be made at least two (2) months prior to the commencement of the leave.~~
- ~~(b) Employees on a leave of absence without pay shall not be eligible for any remuneration including statutory holiday entitlement, and those on leave for a period in excess of thirty (30) days shall not accumulate seniority or service entitlement to vacation and other benefits.~~

#### ~~19.02 Leave for Union Officers~~

- ~~(a) An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence pursuant to Clause 5.01(a). However, the Union shall reimburse the Employer for all pay and benefits payable by the Employer during the period of absence, or for the replacement costs, whichever is greater.~~
- ~~(b) Subject to operational requirements, time off without pay shall also be granted to Employees who:~~

- ~~(i) are elected or appointed [not to exceed five (5) in number] to attend Union meetings, conferences or training sessions. The period of leave shall not exceed ten (10) work days.~~
- ~~(ii) are elected or appointed [not to exceed two (2) in number] to an office or position with the Union. The period of leave shall not exceed twenty four (24) months.~~
- ~~(c) At the request of the Union, the provisions of sub-clause (a) shall apply to leaves approved under sub-clause (b)~~

#### ~~19.03 Bereavement Leave~~

- ~~(a) A paid leave of absence of up to, but not exceeding seven (7) consecutive calendar days due to the death of a Regular full-time Employee's current spouse (including common-law or same-gender spouse); parent, step-parent, guardian; brother or step-brother; sister or step-sister; child, step-child, foster child or ward; grandparents or step-grandparents; grandchild or step-grandchild; or related dependent living in the household of the Employee shall be granted by the Supervisor.~~
- ~~(b) Subject to operational requirements, a leave of absence with pay of up to, but not exceeding seven (7) consecutive calendar days may be permitted at the discretion of the Supervisor due to the death of the Employee's parent-in-law or step-parent-in-law, brother-in-law or step-brother-in-law, sister-in-law or step-sister-in-law, grandparent-in-law or step-grandparent-in-law.~~
- ~~(c) At the discretion of the Supervisor, bereavement leave of up to, but not exceeding seven (7) consecutive calendar days may be granted to a part-time Employee due to the death of a person under Clause (a) or (b) above.~~

#### ~~19.04 Mourner Leave~~

~~At the discretion of the Supervisor, one-half (1/2) day of leave with pay shall be granted to attend the funeral of persons not listed in Clauses (a) and (b) above.~~

#### ~~19.05 Maternity Leave~~

##### ~~(a) Entitlement~~

~~A pregnant Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay.~~

~~The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks.~~

~~During the health-related portion of a maternity leave, the Employee shall be eligible for benefits as any other Employee absent on sick leave.~~

~~The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless her ability to perform her assigned work is limited by the pregnancy. The Employer may require medical documentation verifying that there are no health-related issues that prevent continued employment. The cost of such documentation shall be paid by the Employer.~~

##### ~~(b) Commencement of Maternity Leave~~

~~Maternity leave shall commence at a time designated by the Employee, within twelve (12) weeks of the estimated delivery date, but no later than the actual date of birth of the child. Written application must be made at least six~~

~~(6) weeks prior to the beginning of leave, indicating the date the Employee intends to begin leave and the date she intends to resume employment.~~

~~(c) Seniority Status~~

~~While on maternity leave, an Employee shall be entitled to accumulate seniority in accordance with the provisions of this Agreement.~~

~~19.06 Parental/Adoption Leaves~~

~~(a) Entitlement~~

~~An Employee is entitled to parental leave as follows:~~

- ~~(i) in the case of an Employee entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;~~
- ~~(ii) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;~~
- ~~(iii) in the case of an adoptive parent who has been employed by the employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.~~

~~If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The Employer is not required to grant parental leave to two Employees at the same time, if the two Employees are parents of the same child~~

~~(b) Commencement of Parental/Adoption Leave~~

~~An Employee must give the employer at least six (6) weeks' written notice of the date the Employee will start parental leave unless:~~

- ~~(i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or,~~
- ~~(ii) the date of the child's placement with the adoptive parent was not foreseeable.~~

~~If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.~~

~~Written notice under Clause 19.05(b) above is deemed to be notice of parental leave under this clause unless the notice specifically provides that it is not notice of parental leave, in which case this clause applies.~~

~~Employees who intend to share parental leave must advise the Employer of their intention to share parental leave.~~

~~19.07 Return from Maternity/Parental/Adoption Leave~~

~~An Employee on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and her employer agree to shorten the period by the Employee's giving her Employer a medical certificate indicating that resumption of work will not endanger her health.~~

~~————— The Employee must provide the Employer at least four (4) weeks' written notice of the date on which the Employee intends to resume work and in any event not later than four (4) weeks before the end of the leave period to which the Employee is entitled or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier. An Employee must resume work on the date specified in the written notice and if the Employee fails to return to work on that date, the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.~~

~~————— If an Employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.~~

~~————— An Employee who is entitled to resume work shall be placed in the same or comparable position and shall suffer no reduction in wage level.~~

#### ~~19.08 Jury or Court Witness Duty Leave~~

- ~~(a) The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or who is subpoenaed as a witness in a court of law. The Employer shall pay such an Employee the difference between the Employee's normal earnings and the payment received for jury or court witness duty, excluding payment for travelling, meals or other expenses. The Employee shall present proof of service and the amount of pay received. Time spent by Employees required to serve as court witness in matters arising out of their employment shall not suffer any loss of pay.~~
- ~~(b) This clause shall not apply when an Employee is involved in personal litigation or a personal legal matter. However, if an employee is required to attend court on personal matters, the employee will be allowed to utilize vacation, time in lieu or unpaid leave of absence. The Employee will notify the employer as soon as the employee becomes aware of the need for such time off.~~

#### ~~19.09 Compassionate Care Leave~~

##### ~~(a) Eligibility—~~

~~————— An employee, with at least twelve (12) months of continuous service, is entitled to compassionate care leave without pay of up to eight (8) weeks for the care of a family member with a serious medical condition with a significant risk of death.~~

~~————— An employee with at least six (6) months of continuous service may be granted compassionate care leave at the discretion of the General Manager.~~

##### ~~(b) Terms and Conditions~~

~~————— An employee who has been granted compassionate care leave must comply with Article 19.01 – General Leaves.~~

#### ~~19.10 Group Benefits While on Leave~~

- ~~Employees on unpaid leaves of absence may continue coverage in the Employer's group benefit plans during the leave for the period specified in the group plan contract provided they pay the required premiums in advance. Such coverage shall not exceed twelve (12) months in duration.~~
- 20.01 The Employer shall contribute ~~ninety percent (90%)~~ **one hundred percent (100%)** of the monthly premium cost for eligible Employees receiving the following benefits as part of the Manulife Group Benefits Plan:
- (a) Life Insurance
  - (b) Critical Illness Insurance
  - (c) Accidental Death & Dismemberment Insurance
  - (d) Dependent Life Insurance
  - (e) Extended Health Care
  - (f) Dental Care
- 23.01 The Employer may alter ~~Work Groups or Classifications within Work Groups~~ and establish new ~~Work Groups and~~ **Departments and/or** Classifications and set wage rates related thereto and shall notify the Union of any such change.
- 24.01 Progress Through the Pay Schedule
- Except as provided under Article 11.04, Employees shall progress through the steps of the Pay Schedule on the basis of continuous service in the applicable ~~Work Group~~ **Classification**. The service of Part-time and Casual Employees shall be pro-rated on the basis of the actual number of hours worked at regular rates.
- 25.01 If an Employee is required to report to more than one work location in any one shift, the Employer will reimburse the Employee **in accordance with Canada Revenue Agency mileage rates** ~~\$0.45 per kilometer~~ or, at its discretion, provide a vehicle for the travel required.
- 21.07 The Employer agrees to pay an allowance of **seven dollars (\$7.00)** ~~five dollars (\$5.00)~~ per pay period to ~~Regular full-time~~ Employees in the ~~General Maintenance and Security Work Groups~~ who are required, as a condition of employment, to buy and to wear C.S.A. approved safety boots in the performance of their duties. Such boots must be suitable for the work performed and must be maintained in good repair.

## **LETTER OF UNDERSTANDING**

BETWEEN  
THE CALGARY PARKING AUTHORITY  
AND C.U.P.E. LOCAL 38

Re: Work Shifts for Security Work Group

The Parties agree that:

1. ~~Security personnel may be assigned to normal hours of work as set out in Clause 12.06(h) or to the alternate normal hours of work of eight (8) hours per day and forty (40) hours per week as per Clause 12.01 (the "Eight Hour Shift").~~
2. ~~Security personnel assigned to the Eight Hour Shift shall be granted rest periods in accordance with Clause 12.02.~~
3. ~~The work shift of eight (8) hours per day and forty (40) hours per week is necessary to fulfill the requirements of Calgary Transit in relation to the Calgary Transit Parking. The Eight Hour Shift may be eliminated if Calgary Transit ceases to require the services of the Calgary Parking Authority for this purpose.~~

### Part B – Monetary Items

#### Wages

- **June 1, 2018, 0%**
- **June 1, 2019, 0.5%**
- **June 1, 2020, 1.5%**

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

For  
The Calgary Parking Authority

For  
CUPE Sub-Local 38

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