

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

AMALGAMATED TRANSIT UNION, LOCAL 583,

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 37 AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 709

RE: FLEET SERVICES INTEGRATION AGREEMENT

A document, known as the "Integration Agreement" was negotiated between these parties on February 3, 1995 at the time of the integration of Shops Division and Garage Division of what was then the Fleet and Facilities Department into a single Division, now known as the Fleet Maintenance Division. This Letter of Understanding has been developed for the purpose of updating the original Integration Agreement to reflect current terms and conditions within the Fleet Maintenance Division, Fleet Services Business Unit. This Letter of Understanding will be appended to the collective agreement between The City of Calgary and ATU Local 583, CUPE Local 37 and CUPE Local 709. Each union, ATU Local 583, CUPE Local 37 and CUPE Local 709 may have direct discussions with The City of Calgary, without the presence of the other two Unions, to discuss the terms of this Letter of Understanding. However, any amendments arising from such discussions will be agreed upon by all the parties to this Letter.

1. Bargaining Unit Jurisdictions

- a) At the time of the initial integration, approximately 60% of the Journeyman 1 permanent positions within the Integrated Unit were represented by ATU Local 583. The remaining approximately 40% of Journeyman 1 permanent positions were represented by CUPE Local 37. It is agreed that, so far as is practicable, this ratio will continue to be maintained in the Fleet Maintenance Division. It is also agreed that, regardless of this ratio, a new classification will not be created in one bargaining unit, if it already exists in the other.

- b) At the time of the initial integration, approximately 50% of the Journeyman 2 permanent positions within the Integrated Unit were represented by ATU Local 583 and the other approximately 50% of Journeyman 2 permanent positions were represented by CUPE Local 37. It is agreed that, so far as is practicable, this ratio will be maintained within the Fleet Maintenance Division. It is also agreed, however, that regardless of this ratio, a new Journeyman 2 classification will not be created in one bargaining unit, if it already exists in the other.
- c) A single eligibility list for relieving in Journeyman 2 positions is maintained which encompasses both ATU Local 583 and CUPE Local 37.
- d) The Fleet Trades Foreman positions within the Fleet Maintenance Division continue to be represented by CUPE Local 709.
- e) Management of the Fleet Maintenance Division commits to sending quarterly reports to each union outlining the current permanent positions and the bargaining unit jurisdiction.

2. Hours of Work

- (i) For those employees represented by CUPE Local 37 or ATU Local 583, the standard hours of work shall be 10 hours per day, 4 consecutive days per calendar week, for a total of 40 hours per week, with consecutive days off. Overtime is payable as outlined in the applicable collective agreement with the exception that scheduled or normal hours of work shall be 10 hours per day, 4 days per week.
- (ii) An alternate work schedule which may be followed within the Division for those employees represented by CUPE Local 37 or ATU Local 583 consists of 4 days of

12 hours each in one week, followed by 3 days of 12 hours each and one 8 hour day in the second week. Overtime is payable as outlined in the applicable collective agreement with the exception that scheduled or normal hours of work shall be either 12 hours or 8 hours, as applicable.

(iii) Hours of work for the Fleet Trades Foreman position shall comply with Letter of Understanding #4 Re: Hours of Work, Fleet Services as appended to the collective agreement between The City of Calgary and CUPE Local 709 i.e. 10.5 hours of work per day, 4 consecutive days per calendar week to a total of 42 hours per week OR 12.5 hours of work per day, 3 consecutive days per calendar week, with one additional 8.5 hour shift every 2 weeks to a total of 41.75 hours per week.

(iv) Overtime – in the giving out of overtime to employees represented by CUPE Local 37 or ATU Local 583, it is agreed that such overtime is distributed as equally as possible among employees who normally perform the work. With respect to positions represented by CUPE Local 709, Clause 5.16 of the Collective Agreement between the City of Calgary and CUPE Local 709 will apply.

3. Vacation Preference

A combined listing based on City service is used to establish order of vacation selection as referenced in the Fleet Maintenance annual Vacation Scheduling Guidelines. A maximum of 20% of the eligible staff can be away on vacation at any time.

4. Wages – ATU Local 583 / CUPE Local 37

The City commits to maintain hourly wage parity for Journeyman Trades within the Fleet Maintenance Division.

Should a Journeyman transfer from a classification represented by ATU Local 583 to the same classification represented by CUPE Local 37 (or vice versa), they will remain at their current step in their pay grade and will retain the regular hours accumulated toward their next step.

5. Statutory Holiday Pay – ATU Local 583

117.08 Where a Statutory Holiday falls on a maintenance employee's normal day off, the employee shall receive eight (8) hours straight time as Statutory Holiday pay, whenever the time is paid out. At the employee's option, the employee may bank nine (9) hours straight time and shall be entitled to take time off at mutual convenience. The amount of time absent from work will be deducted from the employee's lieu time bank. Such lieu time shall be taken not later than the end of the subsequent year's vacation.

415.01 A Maintenance employee can use lieu time hours earned for statutory holidays (as per Article 117.08) or Christmas Eve (as per Article 407.01) to attend to personal business such as medical or dental appointments which cannot be scheduled during their time off. Notwithstanding the requirement under Article 117.08 that banked lieu days must be taken no later than the end of the subsequent year's vacation, Maintenance employees may retain a maximum of 10 hours in their lieu time bank at all times in order to accommodate personal appointments.

6. Shift Trading

Employees wishing to trade shifts or days off shall be able to do so for a period of up to four (4) weeks with the permission of the appropriate Exempt supervisor.

Signed this 25 day of May, 2017.

W. Flood

FOR THE CITY OF CALGARY

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FOR ATU LOCAL 583

[Signature]

FOR CUPE 709

[Signature]

FOR CUPE LOCAL 37

