



COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF
THE CITY OF CALGARY**

AND

**THE ALBERTA REGIONAL COUNCIL OF
CARPENTERS AND ALLIED WORKERS
LOCAL UNION 2103**

2021 - 2023

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This Agreement Between:

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

OF THE FIRST PART
and

THE ALBERTA
REGIONAL COUNCIL of CARPENTERS and ALLIED WORKERS
LOCAL UNION 2103
(hereinafter called "The Union")

OF THE SECOND PART

ARTICLE 1 – DEFINITIONS

The following words have an associated definition within the Collective Agreement and shall be capitalized.

- A. "Human Resources" or "HR" - the Human Resources Business Unit of The City of Calgary.**
- B. "Labour Relations" or "LR" - the Division of the Human Resources Business Unit of The City of Calgary.**
- C. "The City" - The Corporation of the City of Calgary.**
- D. "The Union" – The Alberta Regional Council of Carpenters and Allied Workers Local Union 2103.**
- E. "Business Unit" – a distinct operating entity within the City for which a budget is compiled and reported to Council (for example, but not limited to Facility Management, Calgary Transit).**
- F. "Collective Bargaining Agreement" or "CBA" - this agreement which sets out the terms and conditions of employment.**
- G. "Sickness and Accident" or "S&A" - short term disability benefit**
- H. "MEBAC" - the Municipal Employees' Benefit Association of Calgary**
- I. "LTD" - Long Term Disability**
- J. "WCB" - Workers Compensation Board**

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that it is the function of **The City** to exercise the regular and customary functions of management and to direct the working forces of **The City** subject to the terms of this **CBA**.

ARTICLE 3 - PURPOSE AND COVERAGE

The purpose of this **CBA** is to stipulate the wages and working conditions of those employees of **The City** whose bargaining rights are held by **The Union** and in accordance with the provisions of the Labour Relations Code.

ARTICLE 4 - TERM OF CBA

This **CBA** shall be in full force and effect as of the date of ratification, **December 16, 2022**, and shall continue up to and including **December 31, 2023**, and from year to year thereafter, except as hereinafter provided.

Should either party wish to amend this **CBA**, notice shall be given in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry of this **CBA**.

If notice to negotiate has been given by either party prior to the termination date of this **CBA**, or if negotiations continue beyond the termination date of this **CBA**, this **CBA** shall remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

ARTICLE 5 - UNION SECURITY AND EMPLOYEE RIGHTS

5.01 Hiring

The City agrees to hire members of **The Union** who are holders of an interprovincial Carpenter's, Cabinet Maker's, or Lather - Interior Systems Mechanic's certificate; or who are holders of an Alberta Carpenter's, Cabinet Maker's, or Lather - Interior Systems Mechanic's certificate. Preference **shall** be given to **The Union** to supply qualified Carpenter's, Cabinet Maker's or Lather – Interior Systems Mechanic's.

5.02 Dues Deduction

Deductions, as set by the Alberta Regional Council, shall be made from each payroll and shall be forwarded to the Financial Secretary of **The Union** not later than the tenth (10th) day following the deduction, accompanied by a list of all employees from whose wages the deductions have been made.

5.03 Job Stewards

The Job Steward System is accepted in principle by **The City**. **The Union** shall list with **LR** the current appointments of the two (2) Job Stewards.

The City shall list with **The Union**, **The City** personnel in the applicable Business Unit with whom **The Union** files grievances, as per the Grievance Procedure.

5.04 Representative of The Union

The Union shall have the right at any time to have the assistance of representatives of **The Union** when dealing with or negotiating with **The City**. Such representatives shall not be denied reasonable access to **The City's** premises in order to investigate and assist in the settlement of a grievance, taking into consideration operating necessities.

5.05 Discrimination

The City shall not discriminate against any employee on **the basis** of race, religious beliefs, colour, gender, **mental disability**, physical disability, age, marital status, ancestry, place of origin, **sexual orientation, gender identity, family status, source of income or any other protected grounds set out in the Alberta Human Rights Act**. The foregoing does not apply with respect to **the provisions, limitations, or defenses set out in any applicable legislation**.

The City shall **also** not discriminate against any of its employees on account of political beliefs, nor by reason of their membership or activity in **The Union**.

5.06 File Review

All employees shall have the right to see their personal file, by appointment, under the supervision of The City either in their own Business Unit or **HR**.

5.07 Warnings and Discipline

Whenever an employee is disciplined and the discipline is intended to be a matter of record on an employee's file, the employee shall be given written particulars stating the reason for the action and outlining the terms of the penalty (where applicable). In all cases, the employee shall be advised that **they have** the right to have a Union Job Steward or other Union representative present. A copy of the written particulars shall be given to the Job Steward or Union Representative.

5.08 Disciplinary Document Expiry

Discipline in the form of a written warning shall be removed from the employee's personal file (HR and Business Unit) after a period of twelve (12) months from the date of issue unless subsequent discipline is issued within that twelve (12) month period. In the event subsequent discipline is issued, all discipline shall remain on the personal file for a period of twenty-four (24) months from the date of issue.

Any accumulation of ten (10) or more calendar days' absence from work (excluding approved vacation time) **shall** be added to the **stipulated time** period.

5.09 Dismissals

Except for cause, permanent employees who are dismissed shall receive two (2) weeks' notice or two (2) weeks' pay in lieu thereof or any longer notice specified by the Employment Standards Code.

5.10 Notice of Resignation

Employees shall provide the City with two (2) weeks' notice of their resignation.

5.11 Pay Days

All employees shall be paid on a biweekly basis. **Employees may electronically access a statement showing all deductions and adjustments for that period.**

ARTICLE 6 - WORKING CONDITIONS

6.01 Hours and Days of Work

The hours and days of work in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours and days to be worked.

The specific hours and days of work, rest periods and overtime rest period(s) shall be determined by the employing City Business Unit.

“Call-outs” shall be paid at the rate of double time (2X) for all hours so worked, with a minimum of 2 hours at double time (2X) the hourly pay rate for each “call-out”.

6.02 Overtime Entitlement

Employees shall receive overtime pay for those hours worked in excess of the scheduled hours referred to in clause 6.01.

6.03 Calculation of Overtime Pay

Overtime **shall** be calculated, excluding any premiums, on the basis of double (2X) the employee’s hourly rate.

6.04 Lieu Time For Overtime

Time off may be taken in lieu of overtime pay at the mutual convenience of the employee and the immediate Exempt Supervisor. In the event agreement is not reached, subclause (D) below shall apply.

Such time off shall be granted based on the actual overtime entitlement earned.

In addition, such lieu time **shall** be granted subject to the needs of the operation and provided the following conditions have been met:

- A. Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
- B. In taking of lieu time, the employee **shall** be required to take full shifts off only, and **shall** be paid for such time at the dollar value when earned as overtime;
- C. The number of overtime hours in the overtime bank cannot exceed **thirty eight (38)** overtime hours (i.e. **seventy six (76)** straight time hours).

- D. Banked overtime hours must be taken as time off no later than the end of the following calendar year. Any Overtime hours that have not been taken as time off by this date shall be paid-out by pay period **three (3)** of the subsequent year.

For example, overtime hours banked in 2018 that have not been used as time off by the end of 2019, shall be paid-out no later than pay period **three (3)** of 2020

6.05 Shift Change Notice

Twenty-four (24) hours' notice shall be given before a change of shifts. Failure to give at least twelve (12) hours rest between shifts which are being changed as a result of this notice shall result in payment of overtime at the employee's hourly rate of **their** assigned classification for any hours worked during such normal rest periods, occurring as a regular part of any firmly scheduled shifts.

6.06 Job Preparation

A maximum of one half (0.5) hour per day, at straight time rates shall be paid in recognition of those instances where a reasonable amount of time is required by Journeyman Foreman designated by The City to perform advance job preparation and direction prior to and/or after regular hours of work.

6.07 Shift Differential

A one dollar (\$1.00) per hour shift differential shall be granted to employees for any hours of their shift (excluding overtime) performed between 1800 hours and 0600 hours of the next day. Where a majority of hours of an employee's shift occurs between 1800 hours and 0600 hours of the next day, the shift differential shall apply to all hours worked.

6.08 Service Pay

Service Pay shall be paid **to permanent employees only and shall be calculated at the rate of** ten dollars (\$10.00) per month **additional to pay for the class of work** after ten (10) years' **continuous** service **with The City**; fifteen dollars (\$15.00) per month after fifteen (15) years' **continuous** service; twenty dollars (\$20.00) per month after twenty (20) years' **continuous** service; twenty-five dollars (\$25.00) per month after twenty-five (25) years' **continuous** service.

Service pay shall be paid an annual basis.

If a permanent employee is absent on S&A or WCB for a total of one hundred and nineteen (119) calendar days or less, they shall not lose any service pay entitlement.

An employee on LTD or WCB in excess of one hundred and nineteen (119) calendar days shall accrue service for future service pay entitlement.

6.09 Pay Procedure for Relieving in a Senior Position

An employee assigned to a higher hourly rated position in the bargaining unit for a period exceeding one (1) working hour shall be paid the hourly rate of that position.

6.10 Inability to Report

It shall be the responsibility of the employee to notify **their** immediate Exempt Supervisor (or stipulated contact) within one (1) hour before starting time of **their** inability to report to work. The employee, when unable to notify of **their** inability to report, shall provide reasons acceptable to The City.

Whenever practicable, when an employee is ready to return to work, **they** shall notify **their** immediate Exempt Supervisor (or stipulated contact) on the workday previous to the actual day of return.

ARTICLE 7 - LEAVES OF ABSENCE

7.01 Leaves of Absence Administration

Leaves of absence other than maternity, family, parental, Compassionate Care, adoption, bereavement and mourners leave shall be considered only upon application from a permanent employee having two (2) or more years' continuous service. An employee desiring a leave of absence shall apply, in writing to the immediate supervisor, with a copy to The Union, no later than two (2) months in advance of such leave. Applications are generally not granted during prime times as defined by the applicable Business Unit. Should such application be refused, the employee shall have the right to appeal to the Director through the officials of The Union. The decision of the Director shall be final and shall be communicated to The Union in writing.

When an employee is granted a leave of absence for a period of more than thirty (30) consecutive days, the employee shall be required to pay both the employee's and The City's share of the premiums for applicable benefits. Payment is to be made in advance and shall be based on the average earnings over a period of six (6) months immediately preceding the date of such leave of absence. Employees who are granted a leave of absence without pay for a period of more than thirty (30) consecutive days for the purpose of appealing benefits or to care for ill or elderly family members, shall be required to pay in advance the employees share of benefit premiums. The City **shall** continue to pay the employers share of benefit premiums in such a situation.

Seniority shall not accrue during such leave, except as provided for in other clauses in this article.

When an employee is granted leave of absence for a period of thirty (30) consecutive days or less, the employee shall be required to pay the usual employee benefit premiums and any other levies which would normally occur had such leave of absence not been in effect.

7.02 Union Business Leave of Absence

An employee engaged in any Union activity, committee meeting or grievance handling shall request leave from the immediate Exempt Supervisor, with as much notice as is feasible, indicating the approximate time off requested. An employee granted leave for Union business shall continue to be paid by The City, and subsequently, The Union shall reimburse The City, excluding Labour/Management committee meetings, representation for the purpose of discipline, and one (1) representative of The Union who is an employee of The City who may attend the above noted committee meeting, or meetings to negotiate with The City during normal hours of work.

7.03 Witness Duty

The City shall grant leave of absence without loss of seniority and/or benefits to an 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 subpoenaed as a witness in a criminal case or who serves as a juror in any Court. The City shall pay to such an employee the difference between normal earnings and the payment received for jury or witness duty, excluding payment for travelling, meals, or other expenses. The employee **shall** present proof of service and the amount of pay received. It is the responsibility of the employee to advise **their** immediate Exempt Supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any Court.

7.04 Military Leave of Absence

A request for military leave of absence shall be submitted in writing to the Exempt Supervisor, **at least four (4) weeks** in advance of such leave.

In the 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 relative to City pension and group insurance contributions. **The City shall, on request, grant military leave to members of the Canadian Forces Primary Reserve**

7.05 Maternity Leave

A pregnant employee, who has at least ninety (90) days continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed **sixteen (16)** weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the employee is eligible for benefits as outlined in the MEBAC agreement as any other employee absent on sick leave. As soon as is practicable, such 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 a time designated by the employee, within **twelve (12)** weeks of the estimated delivery date, but no later than the date of the birth of the child.

Notwithstanding the preceding, a pregnant employee who is deemed unfit to work by her Physician, shall be eligible to apply for benefits under the MEBAC plan. Should this employee be approved for **S&A** and/or **LTD** prior to the date she had indicated that her maternity leave would commence, this period of absence **shall** not be included as part of her maternity leave.

During such maternity leave, the employee shall be entitled to accumulate service in accordance with the **CBA**.

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

7.06 Return From Maternity Leave

An employee wishing to resume her employment on the expiration of maternity leave shall give her Manager or immediate Exempt Supervisor two (2) weeks' notice in writing of the date she intends to return to work. She shall be reinstated in the position she occupied at the time her leave commenced, or in an alternate position of a comparable nature, without claim to any promotions effected during her leave of absence. For the purpose of accommodating female employees who have been granted maternity leave The Union agrees to waive all posting requirements related to the temporary reassignment of personnel caused by a female employee going on maternity leave.

7.07 Adoption Leave

Where an employee seeks a leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed **sixteen (16)** weeks. The employee shall give written notice, as soon as possible, of when the employee can reasonably expect to first obtain custody of the child being adopted. The terms and conditions of such leave shall be the same as those to which apply to maternity leave except that such adoptive leave 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, they may share the adoption leave. The parents may be granted leave simultaneously, subject to operational needs, and the total adoption leave shall not exceed **sixteen (16)** weeks.

7.08 Parental Leave

A natural or adoptive parent, who is an employee with at least ninety (90) days continuous service is entitled to an unpaid parental leave of up to **sixty two (62)** weeks for the care of a new born or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs both parents, they may share the leave, with the total not to exceed **sixty two (62)** weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority **shall** continue to accrue and The City **shall** continue to pay its share of the benefit premiums.

7.09 Birth/Custody Leave

Upon request, a **parent** shall be given one (1) day's leave of absence with pay for attending either the delivery of the child or attending to the release from hospital of **the partner** who has given birth, or on the day of first obtaining custody of a child who has

been legally adopted. It is understood that this **birth/custody** leave shall only apply on an employee's regularly scheduled workday.

7.10 Compassionate Care Leave

Employees who have at least **ninety (90)** days service with The City, shall be entitled to Compassionate Care Leave without pay in accordance with the terms outlined in the Alberta Employment Standards Code. During such Compassionate Care Leave, employees shall be entitled to accumulate service in accordance with the **CBA**.

7.11 Family Leave

An employee, who has at least one (1) years' service with The City, and who is either unable to qualify for Compassionate Care Leave or who qualifies but has exhausted their Compassionate Care Leave, may 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. The granting of Family Leave shall be subject to the needs of the operation.

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 City which would allow an employee to meet their responsibilities to an ill or elderly family member, consideration **shall** 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 appropriate union officials, when required.

7.12 Bereavement Leave

Upon request, either immediately following a death or to attend funeral services at an established later date, employees shall be entitled to bereavement leave as follows:

- A. For immediate family, an employee shall be excused for seven (7) consecutive calendar days. Immediate family shall be defined as the employee's:**
- current spouse, **adult independent partner or common-law partner;**
 - parent, step-parent, **current or former guardian or foster parent;**
 - child, step-child, foster child, ward, **or related dependent living in the same household;**
 - **sibling, half-sibling, step-sibling;**
 - grandparent or step-grandparent;
 - grandchild or step-grandchild;
- B. Subject to operational requirements, a leave of absence with pay of seven (7) consecutive calendar days may be permitted by the Exempt Supervisor to address**

the **death** of the employee's **extended family**. Such leave shall not be **unreasonably denied**. **Extended family shall be defined as the employee's:**

- Parent-in-law or step parent-in-law;
- **child-in-law**;
- grandparent-in-law or step grandparent-in-law;
- brother-in-law, step brother-in-law or sister-in-law, step sister-in-law;

C. One (1) day's leave with pay shall be granted to attend funeral services of aunts, uncles, or cousins. 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 **Exempt Supervisor**.

Pay shall be maintained at the hourly pay rate of the assigned classification on the working day prior to the commencement of the bereavement leave.

The City may request supporting documentation for such losses and such requests shall not be unreasonably denied. Should an employee qualify for bereavement leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

7.13 Mourner's Leave

Where the employee does not access bereavement leave under clause 7.12 one (1) day's leave with pay shall be granted upon request **for the purposes of mourning or to attend funeral services**. **The City may request supporting documentation for such loss.**

7.14 Overstaying Leave of Absence

When an employee overstays a leave of absence without permission, the employee shall automatically forfeit **their** position with the City, unless in the opinion of the City official who authorized the leave, such overstay was justifiable.

ARTICLE 8 - CLOTHING AND EQUIPMENT

8.01 Equipment

Personal tools, when worn out or damaged on the job, **shall** be repaired or replaced at the employer's expense, when approved by the immediate Exempt Supervisor.

8.02 Clothing

Employees shall be provided with two (2) pair of coveralls per year. The initial two pair **shall** be ordered upon hire. The care of clothing shall be the responsibility of the employee. Employees shall be provided with leather gloves and protective clothing to perform their duties in a safe and efficient manner.

Replacement of these items shall be at the discretion of The City, dependent on wear and usage, and upon presentation of former issue for replacement. All items of clothing are to be returned upon termination, or the employee shall be deducted the cost of same (last issue only).

8.03 Safety Footwear

All employees required to wear safety footwear shall be entitled to \$75.00 per year towards the purchase of such footwear. These payments **shall** be processed no later than pay period **four (4)** in the subsequent year.

ARTICLE 9 - VACATION, STATUTORY HOLIDAY AND SERVICE ENTITLEMENT

9.01 Service

Service for the purpose of this **CBA** commences on an employee's most recent date of hire or rehire in The City's service and accumulates continuously until **separation** from The City (i.e., termination, resignation, **retirement, loss of recall or failure to return from leave or dismissal**). **Service shall be adjusted for periods of layoff where the employee retains recall rights.**

9.02 Rehiring of Former Employees

When an employee leaves The City's service or is dismissed for cause and is later **hired**, **their** service shall **commence** from the date of rehire.

9.03 Prorated Vacation Entitlement

In order to establish a **common** January 1 vacation **base date in accordance with clause 9.04 VBD**, employee's shall be entitled to a prorated vacation **entitlement for their partial first year of service, date of hire/rehire to December 31 of that year. Thereafter vacation entitlements shall be in accordance with clause 9.04 Vacation Entitlement.**

9.04 Common Vacation Base Date (VBD)

For the purposes of computing vacation entitlement, the following shall apply:

- A. An employees hired into a permanent position shall have their VBD set as January 1 of the year of hire/rehire.
- B. An employee hired into a temporary position shall have their VBD set as January 1 of the year of hire/rehire. Their VBD shall thereafter be adjusted to January 1 of the year of their adjusted service date, to account for periods of layoff.
- C. Once an employee's VBD has been established as January 1 in accordance with the subclauses A and B above, it shall not be reset thereafter for movement between employment statuses.

Vacation entitlement shall be based upon calendar years of service, in accordance with clause 9.05 Vacation Entitlement.

9.05 Vacation Entitlement

- A. All employees shall be entitled to vacations based on, or prorated against, the completion of either anniversary or calendar years of service, as per clause 9.03 in accordance with the following:

Two 2 weeks vacation after one 1 years' service;
Three 3 weeks vacation after two 2 years' service;
Four 4 weeks vacation after eight 8 years' service;
Five 5 weeks vacation after seventeen 17 years' service;
Six 6 weeks vacation after twenty-five 25 years' service.

- B. Vacation pay for one (1) week's vacation as defined above shall be based on the employee's normal weekly work schedule as established by the City.
- C. **Employees who take one of the following protected leaves: Maternity Leave, Parental Leave, Adoption Leave, Family Leave, Compassionate Care Leave, Unpaid Medical Leaves, S&A, LTD, WCB, shall continue to accrue vacation entitlement hours for a period up to twelve (12) months.**

In the event an employee is off on a protected leave for longer than twelve (12) months, their vacation hours accrual shall be rested. Upon returning to work, the employee's vacation entitlement hours shall accrue once again, and the annual entitlement shall reflect the employee's anniversary or calendar years of continuous service. The employee shall be required to work a full calendar year prior to earning their next vacation entitlement or shall have their vacation entitlement prorated to reflect the time worked in the year they returned.

Notwithstanding the above, the employee may take any time left in their vacation bank, including the vacation accrual earned in the first year of the leave.

- D. **Vacation entitlements shall be prorated for non-protected Leaves of Absences greater than thirty (30) days in accordance with the provisions of article 7.00.**

A permanent employee who is laid off but retains their recall rights, shall have their VBD preserved and their annual vacation entitlement pro-rated for period(s) of layoff.

9.06 Vacation Pay Upon Termination

If employment is terminated and proper notice given, the employee covered by this Agreement shall be entitled to Vacation Pay on the following pro-rata calculations:

1 weeks entitlement	-	4.0%
3 weeks entitlement	-	6.0%
2 weeks entitlement	-	8.0%
5 weeks entitlement	-	10.0%
6 weeks entitlement	-	12.0%

Upon termination temporary Journeyman Carpenters shall be paid vacation pay at the rate of six percent (6.0%) of the gross wages of all hours worked by the employee as a temporary employee.

9.07 Banking of Vacation

Employees may bank vacation provided the minimum provincially legislated vacation time is taken **during the current year**.

A permanent employee, upon being entitled to three (3) weeks or more vacation, shall be permitted to save and carry forward to a predetermined vacation period one (1) week of annual vacation per annum, up to a maximum of six (6) weeks, subject to the approval of management and the needs of the operation. Such **banked** vacation, **when taken**, shall be paid at the employee's prevailing salary. However, such **banked** vacation shall only be taken subject to the needs of the operation **as determined by the applicable Exempt Supervisor** and shall not be taken in prime vacation periods.

9.08 Vacation Pay Advance

By giving one (1) full week notice, an employee shall receive, prior to the commencement of the employee's annual vacation, any vacation pay which may fall due during that period of vacation.

9.09 Statutory Holidays

The following shall be considered **Statutory Holidays**: New Year's Day, Alberta Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, (1/2) day on the working day preceding Christmas Day, Christmas Day, Boxing Day.

All Statutory Holidays proclaimed by The City, the Government of Alberta, or the Government of Canada, shall also be recognized as **Statutory Holidays**, except when replacing above-named **Statutory Holidays**, in which case the lieu **Statutory Holidays** only shall be recognized.

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

9.10 Holy Days

In recognition that certain statutory holidays are based on Christian Holy Days, and that employees may celebrate other Holy Days based on their bona-fide religion, The City shall permit employees 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 request shall be made in writing to their Exempt Supervisor no later than two (2) months prior to the requested day off or the Statutory Holiday that is being exchanged, whichever comes first.

Once approved, the designated Holy Days shall be paid as a Statutory Holiday and the substituted Statutory Holidays shall be paid as regular days at the appropriate straight-time rate.

The granting of time off for such designated Holy Days shall be at the Exempt Supervisor's discretion, based on operational needs.

9.11 Statutory Holiday on a Regularly Scheduled Day of Work

Full-time (permanent and temporary) employees shall receive at straight time as Statutory Holiday pay the employee's regularly scheduled hours of work for each of the designated Statutory Holidays outlined in clause 9.09, occurring during their regularly scheduled workday plus double time (2X) for any hours worked on such days.

9.12 Statutory Holiday on a Regular Day Off

- A. When a Statutory Holiday, as outlined in clause 9.09, falls on a full-time (permanent or temporary) employee's regular day off, including an employee's regular day off during a vacation period, they shall be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours) prior to the Statutory Holiday. The employee may take the lieu time at a time mutually agreed between the employee and management or may request that the lieu time be paid out. Any lieu time accumulated by an employee and not taken as time off prior to December 31st of the subsequent year shall be paid out.**
- B. For work performed on Statutory Holidays occurring during regular days off, the employee shall receive double time (2X) for hours worked plus compensating time off in lieu of the statutory holiday.**

9.13 Statutory Holiday Pay During Absence From Work

- A.** If during a period of approved medical leave (S&A, LTD or WCB), a **Statutory Holiday occurs on the employees regular working day**, the employee shall receive only the **S&A, LTD or WCB pay for which they are eligible.**
- B.** For a period not to exceed twelve (12) months, if a **Statutory Holiday falls on a regular day off of an employee on approved medical leave (S&A, LTD or WCB)**, they shall receive a banked lieu day., the employee shall receive a banked lieu day.
- C.** For a period not to exceed twelve (12) months, when a **Statutory Holiday falls on a day that otherwise would have been considered a regular day off for an employee** on maternity leave, parental leave, adoption leave, family leave and compassionate care leave, **they shall be credited with a banked lieu day.**

The regular day off shall be determined by the employee's work schedule pre-disability or prior to the leave. Such lieu time shall be taken as time off no later than the end of the subsequent calendar year in which they were earned or shall be paid out no later than pay period three (3) of the following year.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

10.01 Differences

The City and The Union jointly recognize the desirability of preventing grievances through the use of good judgement and communications and clear directives by **all** parties.

An employee is expected to attempt resolution of the difference informally with their immediate Exempt Supervisor. Should this fail to resolve the difference, a grievance may be submitted in writing pursuant to clause 10.03 Filing Time Limit.

Grievance submissions shall be made in a format satisfactory to The Union and The City and shall minimally include the alleged violation of the CBA, the aggrieved employee(s) and the desired resolution. Copies of all written grievances shall be forwarded to LR.

10.02 Policy Grievance

A policy grievance shall be a dispute involving general application or interpretation of this CBA. Such grievances shall be filed at Step two (2) with the Chief Human Resources Officer.

When a dispute involving general application or interpretation of this CBA specific to a Business Unit arises, the grievance shall be filed at Step Two (2) with the applicable Business Unit Director.

Policy grievances advancing to Step Three (3) shall be filed with the applicable General Manager or their designate.

The scheduling, response and advancement timelines for policy grievances shall be administered as per the Grievance Procedure in clause 10.05.

10.03 Filing Time Limit

- A. Grievances not submitted within ten (10) working days after the circumstances giving rise to such grievances occurred or should reasonably have been known, shall not be considered.**

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

- B. The time limits as set out in clause 10.05 Grievance Procedure may be extended by a longer period which is mutually agreed by the parties. Agreement shall not be unreasonably withheld. Conversely, if time limits are not adhered to, either party may proceed to the next step.**

- C. **Steps one (1), two (2) and/or three (3) may be by-passed if mutually agreed by The Union and LR.**

10.04 City Initiated Grievances

From time to time, The City may also file grievances with The Union. In such cases, grievances shall be filed by LR to a Union Business Representative, within the time limits set out in clause 10.03. The grievance shall provide a detailed explanation of such violation, including the remedy being sought.

The Union, where necessary, shall contact LR within five (5) days of receipt of the grievance, to arrange a meeting between the parties, to discuss the dispute within a mutually agreeable timeframe. If no meeting is scheduled within five (5) days of the grievance having been filed, or if resolution cannot be achieved within five (5) days of the meeting having taken place; The City shall advance the grievance to Arbitration within the timelines set out in subclause 10.05 (D).

10.05 Grievance Procedure

Any employee desiring to appeal against their dismissal for cause, shall do so under the Grievance Procedure, and in such cases Step One (1) shall be bypassed.

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

A. STEP ONE (1)

A Union Business Representative shall submit the grievance in writing to the applicable a Manager, or their designate, who shall contact The Union to arrange a step one (1) hearing within a mutually agreeable timeframe. A written decision shall be provided to The Union within five (5) working days of the hearing. If a settlement satisfactory to The Union is not reached, the grievance may be advanced to Step two (2).

B. STEP TWO (2)

Within five (5) working days of receipt of the response, The Union Business Representative may submit the grievance to the applicable Business Unit Director or their designate, who wish within five (5) working days of receipt of the request, contact The Union to arrange a Step Two (2) hearing within a mutually agreeable timeframe. A written decision shall be provided to The Union within five (5) working days of the hearing.

C. STEP THREE (3)

Within five (5) working days of receipt of the response, The Union Business Representative may advance a grievance arising from a termination or a policy grievance to the applicable General Manager, or their designate, who shall within five (5) working days of receipt of the request, contact The Union to arrange a step three (3) hearing within a mutually agreeable timeframe. A written decision shall be provided to The Union within ten (10) working days of the hearing.

D. ARBITRATION

If the decision of the Director at Step Two (2), or of the General Manager at Step Three (3), is not acceptable to either party, the grievance may be referred to a Grievance Arbitration Board within thirty (30) days after receipt of the decision for final and binding settlement on all parties.

Either of the parties may notify the other party, in writing, of its desire to submit the grievance to Arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Grievance Arbitration Board. The recipient of the notice shall, within seven (7) days inform the other party of the name of its appointee to the Grievance Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to designate an appointee within the time limit indicated above, the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Director of Mediation Services upon the request of either party.

The Grievance Arbitration Board shall hear and determine the grievance and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the award of the Grievance Arbitration Board, but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Grievance Arbitration Board.

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

The above time limits may be extended by mutual agreement.

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

The Grievance Arbitration Board by its decision shall not alter, amend or change the terms of this **CBA**.

All differences between **The City** and **The Union** applicable to grievances shall be settled without stoppage of work or refusal to perform work.

10.06 Reinstatement

An employee who has been wrongfully dismissed or suspended by the City and who is later reinstated shall, subject to the conditions of reinstatement, be compensated in full for standard time lost at **their** regular rate.

ARTICLE 11 - DEFINITION OF CARPENTRY WORK/SCOPE OF WORK

11.01 Carpentry Work

“Carpentry” shall include all wood working in connection with, or incidental to, the construction, erection, alteration, remodeling or renovation of any building, or structure or part thereof, fixing or replacing temporary or permanently, lumber of all kinds or substitutes thereof, such as wall-board, all forming, framing, flooring, wood and finishing, metal studs, suspended ceilings and demountable partitions. Employees in this classification **shall** perform tasks as specified by Alberta Apprenticeship and Industry Training.

11.02 Cabinet Maker Work

Cabinet Makers build, repair, and install custom or production type fixtures and furniture made of wood or wood substitutes. This may include the application of wood veneer and plastic laminates. They **shall** generally read specifications and blueprints and make layouts and patterns. They **shall** set up and operate woodworking equipment, cut, shape, mould, and assemble the components. Cabinet Makers may be called upon to produce detailed specifications and estimate the amount and type of material needed. Employees in this classification **shall** perform tasks as specified by Alberta Apprenticeship and industry training.

11.03 Lather / Interior Systems Mechanics

Lather / Interior System Mechanics (ISM) read blueprints and lay out the walls and partitions. They erect the framing members (steel studs) and sheet the walls using drywall, vinyl covered drywall, plywood etc. They install the window frames, door frames, and doors. ISM's install the finishing trim. This may include the wall and ceiling battens and baseboard. They lay out and install suspended ceilings. These include T-Bar ceilings with acoustical tile or metal lath ceilings with drywall. Employees in this classification **shall** perform tasks as specified by Alberta Apprenticeship and industry training.

ARTICLE 12 – JOB CLASSIFICATIONS

12.01 General Terms

The classifications and description of work outlined in article 12 shall not be used to expand the scope of the bargaining unit certificate, nor infringe on any other bargaining unit certificates with The City.

12.02 Journeyman Carpenter

The Journeyman Carpenter hourly rate of pay shall be outlined in Schedule B Rates of Pay.

12.03 Lather/ Interior Systems Mechanic (ISM)

A Journeyman Lather / Interior Systems Mechanic (ISM) shall be paid in accordance with Schedule B.

12.04 Cabinet Maker

A Journeyman Cabinet Maker shall be paid in accordance with Schedule B.

12.05 Lead Hand Carpenters

A Lead Hand Carpenter shall be paid five percent (5%) per hour above the Journeyman Carpenter hourly rate. Only a Journeyman Carpenter is eligible to be a Lead Hand supervising Carpenters and they shall oversee and work with Journeyman Carpenters. They may assign work, provide direction and technical expertise to Journeyman Carpenters.

12.06 Journeyman Foreman

A Journeyman Foreman shall be paid ten percent (10%) per hour above the Journeyman Carpenter hourly rate. Only a Journeyman Carpenter is eligible to be a Journeyman Foreman supervising Carpenters. and shall supervise and work with Lead Hand and Journeyman Carpenters.

ARTICLE 13 - ACCIDENT AND SAFETY

It is understood and agreed that the parties to this **CBA** shall at all times comply with the City's Safety Policies and the Accident Prevention and Safety Regulations of the Occupational Health and Safety Act of the Province of Alberta.

Health and Safety Committees shall be established between **The Union** and the City. Such Committees shall meet regularly (i.e. monthly) to deal with concerns pertinent to Occupational Health and Safety.

ARTICLE 14 – JOURNEYMAN CARPENTER, JOURNEYMAN ISM, JOURNEYMAN CABINET MAKER IN AN ESTABLISHED POSITION

14.01 Permanent Employee

A permanent employee shall be one who has worked in The City service continuously for a period of twelve (12) months in a regular position.

14.02 Provisional Position

After twenty-four (24) months continuous **full-time work in the City** service, the temporary **full-time** employee shall be **assigned to a provisional position and shall be** classified as a permanent employee. **Any accumulation of ten (10) or more working days absence shall be added to the twenty-four (24) month period.**

14.03 Business Unit Lay Off

Lay off of employees shall be made on the basis of the least senior in the Business Unit shall be the first laid off, taking into account the requisite qualifications to satisfactorily perform the work available in the Business Unit.

No permanent employee shall be affected by a reduction in the Business Unit while firstly temporary employees, and secondly probationary employees, remain on staff in the Business Unit taking into account the requisite skills and qualifications to satisfactorily perform the work available in the Business Unit.

14.04 No New or Previous Employee

No new employees, or previous employees, shall be hired until those permanent and temporary employees **with recall rights** laid off have been given the opportunity of re-employment, taking into account the requisite qualifications to satisfactorily perform the work available in the Business Unit.

All permanent employees and temporary employees laid off after working twelve (12) months active full-time work in a Business Unit shall have recall rights to that Business Unit. Such Recall rights shall lapse after twelve (12) months from the date of layoff.

ARTICLE 15 - EMPLOYEE BENEFITS

15.01 Benefits Information

Employee benefit entitlements and participation requirements are contained within the provisions and regulations of the MEBAC Agreement.

15.02 Supplementary Health and Welfare

The City shall contribute to the Alberta Carpenters and Allied Workers Health and Wellness Plan one dollar and **eighty cents** (\$1.80) for each hour worked by a temporary Carpenter during the period of time that the Carpenter is not covered under The City's **S&A Plan**. Remittance to be made on a bi-weekly basis.

In an effort to maintain full plan coverage, should the plan contribution rates increase during the term of the CBA, the difference between the established contribution rate in this clause and the increased contribution rate, shall be deducted from the employee's earnings and remitted to the plan. The onus shall be on The Union to provide updated contribution rates to The City.

15.03 Pension Plan

The City acknowledges that an employee whose work falls under the scope of this Agreement is eligible for membership in the Local Authorities Pension Plan in the Province of Alberta, in accordance with the terms and conditions of the Local Authorities Pension Plan Text.

Should an employee separate from The City Service prior to becoming eligible for the Local Authorities Pension Plan, The City shall contribute three dollars and sixty-two cents (\$3.62) for each hour worked by the employee in The City's employ to the Alberta Carpenters and Allied Workers Pension Plan.

In an effort to maintain full plan contribution, should the plan contribution rates increase during the term of the CBA, the difference between the established contribution rate in this clause and the increased contribution rate, shall be deducted from the employee's earnings and remitted to the plan. The onus shall be on The Union to provide updated contribution rates to The City.

15.04 Alberta Training and Apprenticeship Competition

Effective 24 June 2019, The City shall contribute to the Alberta Carpenter Training and Apprentice Competition Fund the amount of twenty-three (\$0.23) cents per hour for each and every hour of employment of all employees covered by this **CBA**. Such contributions are to be made solely by The City and The City shall not deduct such contributions or any portion thereof from an employee's wages. Such contributions are in excess of wage rates set out in this CBA and do not constitute a payment of wages or any portion of a payment of wages.

ARTICLE 16 - INFORMATION TO THE CITY

It shall be the responsibility of **each** employee, **including any employee on layoff with recall rights**, to keep **The City** informed of **their** current address, **personal email address** and phone number **through HR (403-268-5800)**.

ARTICLE 17 - Electronic Communication

All formal communication between the parties related to the CBA shall be sent electronically.

All formal communication to LR shall be sent directly to lr@calgary.ca. All formal communication to The Union shall also be sent to TVirtanen@albertacarpenters.com.

Signed this 20 day of JUNE, 2023 in The City of Calgary

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF CALGARY

SIGNED ON BEHALF OF THE ALBERTA REGIONAL COUNCIL of CARPENTERS and ALLIED WORKERS, LOCAL UNION 2103


CITY MANAGER
SENIOR REPRESENTATIVE
CITY CLERK Jeremy Fraser
Acting City Clerk
JUN 20 2023

APPROVED	
As to Content	ND
Human Resources	DM
As To Form & Solicitors	AF

SCHEDULE A

HOURS AND DAYS OF WORK, REST PERIODS AND OVERTIME REST PERIOD(S)

The following sets out the following current hours of work references.

FOR INFORMATION PURPOSES ONLY:

Subject to clause 6.01 of the **CBA** the days and hours of work, rest periods and overtime rest period(s) are as follows:

- i) for those employees employed in **Facility Management**, in accordance with the terms and provisions of the CUPE Local 37 **CBA**;
- ii) for those employees employed in **Calgary Transit**, in accordance with the terms and provisions of the Amalgamated Transit Union Local 583 **CBA** covering Maintenance employees;
- iv) for those employees employed in the Calgary Police Service, the days and hours of work are currently set at four days/week and ten hours/day. The rest periods and overtime rest period(s) are in accordance with the terms and provisions of the CUPE Local 37 **CBA**.

In the event that Carpenters are employed in Business Units not listed above, during the term of the CBA, the parties shall meet to discuss appropriate standard hours of work, rest periods and overtime rest periods.

SCHEDULE B: RATES OF PAY - TRADES – JOURNEYMAN

In an effort to enhance a desired harmonious relationship as partners with The City, The Union has agreed to separate from the CUPE Local 37 Wage Schedule B: Rates of Pay.

Wages shall be paid in accordance with the parameters set out in article 12 – Job Classifications and the notes outlined below:

Effective January 4, 2021 (1.5%)

Classification	Step 1	Step 2	Step 3
Journeyman Carpenter	\$41.72	\$43.92	\$46.22
Lather/Interior Systems Mechanic (ISM)	\$41.72	\$43.92	\$46.22
Cabinet Maker	\$41.72	\$43.92	\$46.22
Lead Hand Carpenters	\$43.81	\$46.12	\$48.53
Journeyman Foreman	\$44.89	\$48.31	\$50.84

Effective December 20, 2021 (1.5%)

Classification	Step 1	Step 2	Step 3
Journeyman Carpenter	\$42.35	\$44.58	\$46.91
Lather/Interior Systems Mechanic (ISM)	\$42.35	\$44.58	\$46.91
Cabinet Maker	\$42.35	\$44.58	\$46.91
Lead Hand Carpenters	\$44.47	\$46.81	\$49.26
Journeyman Foreman	\$46.59	\$49.03	\$51.60

Effective December 19, 2022 (2.0%)

Classification	Step 1	Step 2	Step 3
Journeyman Carpenter	\$43.20	\$45.47	\$47.85
Lather/Interior Systems Mechanic (ISM)	\$43.20	\$45.47	\$47.85
Cabinet Maker	\$43.20	\$45.47	\$47.85
Lead Hand Carpenters	\$45.36	\$47.74	\$50.24
Journeyman Foreman	\$47.52	\$50.02	\$52.64

NOTES:

1. Hourly pay step increases shall occur following the accumulation of one (1) years' straight time hours of work within the bargaining unit. If reporting pay is paid or part shifts worked, complete shift credits shall be added toward the accumulation of these hours.

These hours shall continue to be established by Schedule A.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS LOCAL 2103

RE: JOINT LABOUR / MANAGEMENT COMMITTEE

The intent of this Letter of Understanding is to enhanced communication **and address day to day issues arising in the workplace.**

The Committee shall consist of a Union Representative and one (1) employee, and representatives from The City comprising of **minimally one (1) Manager, one (1) LR and one (1) HR representative. The committee shall meet quarterly on a scheduled basis.** 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 **shall** form the agenda for the meeting.

SIGNED THIS 20 DAY OF June, 2023.

FOR THE CORPORATION OF
THE CITY OF CALGARY



D. Hamilton
Manager, Labour Relations

FOR THE REGIONAL COUNCIL
OF CARPENTERS AND ALLIED
WORKERS LOCAL 2103



T. Virtanen
Senior Representative

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS LOCAL 2103

RE: OUT OF SCHEDULE RATES

When The City experiences difficulty in retaining or recruiting employees in the bargaining unit because of the hourly rate of pay required by the market place, The City shall have the right to authorize the placement of new hires at an hourly rate that is competitive with the market place. A current employee shall not be paid less than the market adjusted hourly rate paid to a new hire. All employees whose hourly rate is adjusted in this manner shall be notified of their adjusted hourly rate.

Employees receiving an "out of schedule" hourly pay rate **shall** be given six (6) months notice in writing of any reduction or cancellation of the "out of schedule" hourly pay rate and shall be returned to the applicable hourly pay rate as outlined in article 12 of the **CBA**.

The **Union shall** be notified of any "out of schedule" hourly rates.

Signed this 20 day of June, 2023.

FOR THE CORPORATION OF
THE CITY OF CALGARY



D. Hamilton
Manager, Labour Relations

FOR THE REGIONAL COUNCIL
OF CARPENTERS AND ALLIED
WORKERS LOCAL 2103



T. Virtanen
Senior Representative

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF CALGARY

AND

THE REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS LOCAL 2103

Re: TEMPORARY EMPLOYEE PENSION PLAN CONTRIBUTIONS

For temporary employee(s), The City shall contribute the rate set out in clause 15.03 of the CBA, to the Alberta Carpenters and Allied Workers Pension Plan at the earliest of:

- a) The date the employee separates from the City (prior to **twenty-four (24)** months of continuous **full-time work**) or,
- b) The date the employee reaches **twenty-four (24)** months of continuous **full-time work**.
- c) The date the employee reaches 24 months of continuous service.

Signed this 20 day of June, 2023.

FOR THE CORPORATION OF
THE CITY OF CALGARY



D. Hamilton
Manager, Labour Relations

FOR THE REGIONAL COUNCIL
OF CARPENTERS AND ALLIED
WORKERS LOCAL 2103



T. Virtanen
Senior Representative