

Title: **Labour Relations**
Effective Date: **2025 July 15**
Responsible Service(s): **Human Resources Support**

1. PURPOSE

- 1.1. The purpose of this Administration standard is to:
- Reflect and clarify The City's legislative obligations to the Union/Associations representing their Unionized Employees, including the rules governing representatives access and use of City resources, to support compliance and foster effective labour relations practices;
 - Clarify the specific protections provided to Unionized Employees;
 - Describe The City's philosophy for addressing contractual violations, failure to uphold employment responsibilities, and misconduct involving Unionized Employees through objective and impartial Corrective Action; and,
 - Outline Exempt Supervisors' responsibilities in addressing such contractual violations, employment failures, and misconduct involving Unionized Employees, to maintain a collaborative, respectful, and accountable work environment.

2. APPLICABILITY

- 2.1. This standard applies to all City Employees including those working at the Calgary Police Service.
- 2.2. The City acknowledges that Collective Bargaining Agreements ("CBAs") are legal contracts that must be adhered to, and will apply to this standard as follows:
- If the applicable CBA includes a specific provision that differs from an outlined statement, the CBA will apply; and,
 - If the applicable CBA is silent regarding a specific provision outlined in this standard, this standard will apply.

3. STANDARD

- 3.1. These standards detail the specific rules and expectations for a Workplace with Unionized Employees. Capitalized terms throughout this Administration standard have associated definitions referenced below.
- 3.2. Union/Association Recognition, Workplace Access, and Use of Resources
- The City has several legislative obligations to the Union/Associations representing City Employees, as outlined in the Alberta *Labour Relations Code*. These obligations include:
 - Recognizing the Union/Association as the exclusive bargaining agent;
 - Adhering to the terms and conditions of the Collective Bargaining Agreement (CBA); and,

- (iii) Promoting fair and transparent communication regarding labour relations matters.
- b. The following provisions reflect and clarify the legislative obligations to support compliance and foster effective labour relations practices:
 - (i) The City recognizes the right of Employees in non-exempt positions to join the Union or Association certified as their bargaining agent.
 - (ii) The City will collect and remit dues based on the Rand formula, or as specified by the applicable Collective Bargaining Agreement (CBA), or Union/Association bylaw, to the Union/Association, for positions that are covered by a CBA.
 - (iii) The City will primarily use electronic means to communicate with Union/Associations. Any communication sent to the designated email address by either the Union/Association or The City will be considered official.
 - (iv) The Union/Association is prohibited from using City resources, including City email accounts, for Union/Association business. Exceptions may be granted in extenuating circumstances with prior written authorization. All such communication remains subject to The City's Acceptable Use of Technology policy, the Protection of Privacy policy, and applicable privacy legislation.
 - (v) With prior approval, Union/Association representatives will be granted reasonable access to City workplaces to fulfill their representation responsibilities.
 - (vi) The City will respect the Union/Association's role in representing its members, encourage open communication practices, and promote collaborative problem-solving with the Union/Associations.

3.3. Corrective Action

- a. The City expects Employees to fulfill their contractual obligations and consistently perform their job responsibilities to a satisfactory standard, including adherence to applicable legislation, Collective Bargaining Agreement (CBA), City policies, and any specific rules or procedures of their business unit, division, or the Calgary Police Service where applicable. To uphold these expectations, The City employs a Corrective Action philosophy for Unionized Employees that includes Non-disciplinary Interventions and Progressive Discipline to address contractual violations, failures to uphold employment responsibilities, and misconduct.
- b. In administering this philosophy, The City recognizes the importance of applying objective, consistent, and impartial Corrective Action, based on individual circumstances and the findings of an Investigation, where applicable. Corrective Action may include both Non-disciplinary Interventions and Disciplinary Sanctions. Non-disciplinary Interventions are used to address minor infractions or performance issues and may be employed alongside or instead of Disciplinary Sanctions depending on the severity of the issue.
- c. In applying consistent and appropriate Corrective Action, The City will consider:
 - (i) The nature and gravity of the conduct;
 - (ii) The impact of the conduct;

- (iii) The Employee's Record; and,
- (iv) Any Mitigating and Aggravating Factors.

Corrective Action, including Disciplinary Sanctions, will be guided by the principles of Progressive Discipline, which emphasize a proportionate response based on the severity and frequency of the conduct and are aimed at encouraging improvement and compliance.

- d. Disciplinary Sanctions may only be issued where Just Cause has been established through an Investigation, and where the Unionized Employee has engaged in Culpable Behaviour. Stages of Progressive Discipline may be repeated or bypassed entirely based on the circumstances. More severe misconduct will result in more severe Disciplinary Sanctions, and all stages of Progressive Discipline may be bypassed if the misconduct is determined to be sufficiently serious.
- e. To support consistent administration, Labour Relations will provide guidance to promote objectivity, impartiality, and consistency in applying The City's Corrective Action philosophy, including consideration of precedents and potential Biases. Consultation with Labour Relations is required when termination is being considered as a potential Disciplinary Sanction.
- f. When Disciplinary Sanctions are to be placed on a Unionized Employee's Corporate Record, they must be provided Union/Association representation at the disciplinary meeting, in accordance with the terms of their Collective Bargaining Agreement.

3.4. Managing Lapsed Qualifications

- a. These provisions address conduct-related behavior only, and do not govern or limit actions related to qualification lapses based on a Protected Ground, for which lawful accommodation is required.
- b. Unionized Employees who fail to maintain valid and up-to-date designations, certifications, permits, and licenses required for their position, for which they are solely responsible, may be issued Corrective Action, in accordance with Section 3.3 of this standard.
- c. The Exempt Supervisor may approve one of the following short-term conditional employment options if a Unionized Employee's required designations, certifications, permits, and licenses are not maintained, are outdated or invalid, but can be reinstated within 30 days:
 - (i) Temporarily modify the Unionized Employee's position to exclude the impacted duties, ensuring they continue to perform meaningful work, without incurring additional costs to The City; or,
 - (ii) An unpaid General Leave of Absence for up to 30 days, as set out in the Leaves of Absence policy.

- d. The Exempt Supervisor may approve one of the following long-term conditional employment options if a Unionized Employee's required designations, certifications, permits, and licenses are not maintained, are outdated or invalid, and cannot be reinstated within 30 days, provided they are permanent or temporary with more than twenty-four (24) cumulative months of Service:
- (i) Reassign or transfer the Unionized Employee to a vacant position for which they qualify, in accordance with City policy and the applicable Collective Bargaining Agreement (CBA);
 - (ii) Permit the Unionized Employee to use alternate transportation to fulfill the obligations of their position, at their personal expense; or,
 - (iii) An unpaid General Leave of Absence, as set out in the Leaves of Absence policy.
- Approved long-term conditional employment must not incur additional costs to The City and will be limited to:
- (i) Up to 18 months for a Provincial Driver's Licence or City Operator's Permit suspension; and,
 - (ii) Up to 12 months for any other lapsed designation, certification, permit, or license.
- e. If a Unionized Employee is unable to renew their required designation, certification, permits and licenses due to circumstances that exceed the allotted time, during either the short-term or long-term conditional employment period, whichever is applicable; Disciplinary Sanctions may be imposed.

3.5. Managing Excessive Innocent Absenteeism

- a. The City expects Employees to maintain regular and consistent attendance. If a Unionized Employee is determined to have excessive Innocent Absenteeism, they may be monitored, including through an attendance support program.
- b. In managing excessive Innocent Absenteeism, The City will:
- (i) Set reasonable attendance expectations, including aligning them with established thresholds, where such thresholds exist;
 - (ii) Clearly communicate attendance expectations in writing, including the consequences of failing to maintain regular attendance;
 - (iii) Provide Unionized Employees with appropriate resources to support them in maintaining regular attendance;
 - (iv) Appropriately evaluate and address requests for lawful accommodation; and,
 - (v) Issue graduated written responses to Unionized Employees who consistently fail to meet attendance expectations.

- c. The City will address a Unionized Employee's failure to demonstrate attendance improvement over a sustained period of time. If there is no prognosis for regular attendance in the future, or no lawful accommodation in place, the Unionized Employee may be issued a non-disciplinary termination.
- 3.6. Grievances
- a. A supportive organizational culture is contingent on the ability of Employees to voice concerns about their working conditions. For Unionized Employees, the Grievance procedure offers a formal avenue for this purpose.
 - b. The City acknowledges that Grievances are a formal mechanism for resolving differences and will strive to resolve such disputes as early in the process as possible.
 - c. Grievance provisions are described in the applicable Collective Bargaining Agreements. Generally, the Collective Bargaining Agreements outline how a grievance is filed, advanced, and heard. The Collective Bargaining Agreement also outlines response timelines, hearing steps, designated chairpersons, and third-party dispute resolution processes. Additional procedural guidance can be found in The City's [Grievance Handling Guidelines](#).
 - d. A Grievance may only be filed by either the Union/Association on behalf of their member(s) or Labour Relations on behalf of The City.

4. ROLES AND RESPONSIBILITIES

- 4.1. Exempt Supervisors are responsible for:
- a. Reading and adhering to the Collective Bargaining Agreements that apply to their Unionized Employees;
 - b. Providing reasonable Workplace access to the Union/Association so they may facilitate their responsibilities of representation;
 - c. Addressing deficiencies in required designations, certifications, permits, and licenses by approving short-term or long-term conditional employment options, as appropriate;
 - d. Managing excessive Innocent Absenteeism by setting reasonable attendance expectations, providing appropriate resources, and issuing graduated written responses to Unionized Employees who fail to meet attendance expectations;
 - e. Evaluating and addressing requests for lawful accommodation and providing reasonable accommodations;
 - f. Consulting with Labour Relations, which may be facilitated through the HR Business Partner, to support consistent and appropriate application of the standard, particularly in the implementation of appropriate Corrective Action.
 - g. Establishing Just Cause before issuing Disciplinary Sanctions;
 - h. Ensuring Unionized Employees have Union/Association representation at disciplinary meetings, in accordance with the terms of their Collective Bargaining Agreement; and,
 - i. Adhering to the Grievance provisions outlined in the applicable Collective Bargaining Agreement, and The City's Grievance Handling Guidelines.

- 4.2. The Labour Relations division of the Human Resources business unit is responsible for:
- a. The interpretation and application of this standard, applicable legislation, and Collective Bargaining Agreements;
 - b. Providing support for decisions that may impact a Unionized Employee's terms and conditions of employment;
 - c. Addressing and resolving Labour Relations related issues; and,
 - d. Carriage and instruction of Grievance files subject to arbitration.

5. CONSEQUENCES OF NON-COMPLIANCE

- 5.1. Employees who fail to adhere to this Administration standard may be subject to Corrective Action, including dismissal from employment, in accordance with the Labour Relations standard, the Exempt Staff policy, or the specified terms outlined in their employment contract.

6. DEFINITIONS

- 6.1. In this Administration standard:
- a. **"Aggravating Factors"** refers to circumstances which may result in a more severe action being taken.
 - b. **"Balance of Probabilities"** refers to the legal standard of proof for employment related matters. This evaluation determines whether the alleged conduct is more likely to have occurred than not.
 - c. **"Bias"** refers to a preconceived notion, including an automatic association and reaction, that may form outside of a person's conscious awareness, and can influence interactions and decisions. Bias creates preference, for or against, an entity, concept, person or group of people, over another.
 - d. **"City Operator's Permit"** refers to the permit issued by The City which allows for the conditional operation of City Units.
 - e. **"Collective Bargaining Agreement"** or **"CBA"** is a legally binding written agreement between an employer and a labour union which regulates the terms and conditions of employment.
 - f. **"Corrective Action"** is the employer action of holding an Employee accountable to The City's values and employment expectations, by addressing misconduct and concerning behaviours, to deter future recurrence. Corrective Action includes both Non-disciplinary Interventions and Disciplinary Sanctions.
 - g. **"Culpable Behaviour"** refers to actions that are deliberate, negligent or intentional, and within an Employee's control. It occurs when the Employee was aware, or ought to have been aware of established expectations, and is capable of meeting them, but either refuses or fails to perform to the expected standard. In contrast, non-culpable behaviour involves actions resulting from factors beyond an Employee's control.
 - h. **"Disciplinary Demotion"** refers a specific Disciplinary Sanction imposed as a temporary measure in response to demonstrated carelessness, unwillingness, incompetence, irresponsibility, or unsatisfactory work performance. It may be imposed independently or alongside other Disciplinary Sanctions.

- i. **“Disciplinary Sanction”** refers to the outcome imposed by The City on an Employee whose actions have been deemed Culpable. Disciplinary measures may include a written warning, unpaid suspension, termination, or, in select circumstances, a Disciplinary Demotion.
- j. **“Employee”** means any person employed by The City and reporting to a City of Calgary business unit, department, the Office of the Chief Administrative Officer, the Office of the Chief Operating Officer, the City Auditor’s Office, the Calgary Housing Company, and the Calgary Police Service, including those working under an employment contract with The City.
- k. **“Employee Record”** includes a review of documented information deemed relevant to the circumstances, including active discipline, length of service, and applicable training history.
- l. **“Evidence”** refers to the collection of information that supports the decision to prove or disprove an allegation, including digital or physical items, documentation, or records, and personal statements.
- m. **“Exempt Supervisor”** means any Employee in an exempt position with direct supervisory responsibility for Employees. At the Calgary Police Service, this will also refer to police officers.
- n. **“Grievance”** refers to any difference between the parties bound by a Collective Bargaining Agreement concerning its interpretation, application, administration, or any alleged violation to the agreement.
- o. **“Innocent Absenteeism”** refers to non-culpable absences beyond the control of the Employee resulting from injury or illness.
- p. **“Investigations”** refer to formal processes designed to gather information, including Evidence, objectively evaluate that information, and determine conclusions based on the Balance of Probabilities.
- q. **“Just Cause”** is the standard applied in all cases of termination and discipline involving unionized employees. Just Cause requires The City to prove, through an established process, that the action taken was reasonable and appropriate in the circumstance.
- r. **“[Labour Relations](#)”** or **“LR”** is a division of the Human Resources Business Unit and/or its Employees.
- s. **“Mitigating Factors”** refers to circumstances which may result in a more lenient action being taken.
- t. **“Non-disciplinary Interventions”** may include conversation driven supports, including Restorative Workplace Practices, as well as coaching, letters of expectation/counselling, performance improvement plans, and training.
- u. **“Progressive Discipline”** refers to the principle of imposing Disciplinary Sanctions in stages, with each stage increasing in severity based on the nature and frequency of Culpable Behaviour. Disciplinary Demotion is explicitly excluded from the Progressive Discipline process.

- v. **“Protected Grounds”** refers to personal characteristics of an individual or groups of individuals such as race, colour, ancestry, age, physical disability, mental disability, gender (including pregnancy, and sexual harassment), gender expression, gender identity, family status, marital status, place of origin, religious beliefs, sexual orientation, and source of income. These characteristics are safeguarded against Discrimination under the Respectful Workplace policy and the *Alberta Human Rights Act*.
- w. **“Provincial Driver’s Licence”** refers to the permit issued by a provincial government, conditionally authorizing the operation of specific classes of vehicles.
- x. **“Restorative Workplace Practices”** means meaningful and collaborative conflict resolution by facilitating a process to strengthen communication and proactively address conflict.
- y. **“Union/Association”** refers to the executive leadership of the Bargaining Unit who is certified as the exclusive bargaining agent. The Union/Association is the Employee’s legal representative in all City employment related matters.
- z. **“Unionized Employee”** means a City Employee who is governed by a Collective Bargaining Agreement, excluding those covered by the Calgary Police Association and Calgary Police Senior Officers’ Association.
- aa. **“Workplace”** means a place where an Employee is, or may be, conducting work on behalf of The City, including City worksites, online environments, locations traveled to while conducting City-related business, and locations of work-related social gatherings.

7. **ASSOCIATED GOVERNANCE**

- 7.1. This standard is established in accordance with the *Municipal Government Act* (Alberta), which describes the responsibility of the Chief Administrative Officer to implement the policies and programs of the municipality.
- 7.2. This standard is in alignment with Administration Policy Program, and is supported by the *Alberta Human Rights Act*, *Alberta Employment Standards Code*, *Alberta Labour Relations Code*, *Alberta Occupational Health and Safety Code*, and *Alberta Traffic Safety Act*.

8. **HISTORY**

Policy Action	Date	Report Number	Description
New	2025 May 9	Director, Human Resources Support	New standard created to replace previous Labour Relations policy including revisions to all sections, effective July 15, 2025.
Amendment	2018 Sept 26	N/A	6.12.2 Discipline for Expired Provincial Operator’s Licence: revised.

Amendment	2017 Jan 1	N/A	<p>Updated links, terminology and format.</p> <p>Revised References section to reflect movement to Employment Policy.</p> <p>4.1 – 4.7: clarified.</p> <p>SPI: changed to 'with pay'.</p> <p>6.1.2 and 6.1.4: clarified.</p> <p>6.12 Invalid Licence: revised.</p>
Amendment	2008 April 1	N/A	<p>Migrated to Administrative Policy template, renumbered and links updated.</p> <p>Leave of Absence, Code of Conduct and Conflict of Interest policies removed and established as stand-alone policies.</p>
New	2004 Sept 21	N/A	New Policy.
Amended	1986 March 27	N/A	Chapter 32: Employee Relations Policy (in the hard-copy-based editions of the Administration Manual).