MEMORANDUM OF SETTLEMENT BETWEEN THE CITY OF CALGARY AND AMALGAMATED TRANSIT UNION LOCAL 583

This offer of settlement is without prejudice. If agreed to, all items not forming part of this Memorandum will be considered withdrawn. If not agreed to, the parties will revert to their respective positions with the outstanding items as of April 28, 2019.

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 effective as of the date of ratification by both parties.

The Undersigned representatives of the parties do hereby agree to unanimously recommend acceptance, to their respective principals, the following changes to the 2014 - 2018 Collective Agreement:

PART A- ITEMS PREVIOUSLY AGREED TO

- 1. 103.01 The City shall not show discrimination against its employees because of race, religious beliefs, colour, gender, **gender identity**, physical disability, age, marital status, ancestry or place of origin, sexual orientation, mental disability, family status, or source of income. The foregoing does not apply with respect to a refusal;, limitation, specification or preference based on a bona fide occupational requirement.
- 2. <u>103.03</u> The City and the Union recognize the negative impact that harassment has in the work place and they will make every reasonable effort to prevent harassment between employees and between employees and outside parties.
- 3. 106.02 Employees shall be advised of their right to Union representation when they are to be disciplined or dismissed, and that discipline or dismissal is to be a matter of record. If an employee is disciplined or dismissed, the employee shall be advised of the reasons for the

7

discipline or dismissal in writing. An employee who has been disciplined or dismissed shall be entitled to a hearing under the grievance procedure. Employees shall be advised of their right to Union representation when they are to be disciplined or dismissed, and that discipline or dismissal is to be a matter of record. However, the absence of such notice will not nullify the discipline or dismissal.

- 4. The parties agree to delete the Step One Grievance step in Article 107.08 and renumber the remaining Article 107 accordingly.
- 5. 111.02 A probationary employee shall be one who has been in The City Service for less than twelve (12) continuous months in an established position. However, any accumulation of ten (10) or more days of absence from work shall be added to the twelve (12) month probationary period.

The probationary period for Operators shall commence after completion of the training period.

A probationary period may be extended for up to an additional six (6) months, with written notification sent to the Union office addressed to the President/Business Agent.

Management shall may conduct a up to three (3) probationary status reviews in the third, seventh, and eleventh month during of the probationary period.

A copy of each status review will be provided to the employee at the time of the review.

6.112.09 Recall Rights

Displaced employees and laid off individuals shall be recalled without a posting provided a vacancy in an established position occurs within the time frame outlined below.

- a) Only probationary and permanent individuals displaced or laid off possess recall rights.
- b) A displaced employee or laid off individual must meet the minimum qualifications of the position to which they are recalled.
- c) An individual who was a permanent employee upon displacement or layoff will possess recall rights for twelve (12) months. An individual who was a probationary employee upon displacement or layoff will possess recall rights for six (6) months.

d) Permanent

When recalled, an individual who was a permanent employee upon displacement

or layoff will not be required to serve another probationary period.

Such individual will have their service and seniority dates bridged to include time previously accumulated up to the date of layoff.

Any period of absence resulting from layoff will be added to the 1- or 2-year disciplinary document period referenced in Clause 109.02.

e) <u>Probationary</u>

An individual who was displaced or laid off and who was a Pprobationary employees in an established position within the same Job Function in the Business Unit, or a different Business Unit, shall upon recall have their twelvementh probation period reduced by one-half of the length of their probationary service, but in no case would such employee serve less than six (6) months probation.

When recalled, an individual who was a probationary employee upon displacement or layoff will be considered as a new employee and required to serve another probationary period.

- 7. 115.01 The eligibility criteria for Employment Standards leaves shall be in accordance with the Code. Leave of absence, other than maternity, parental, adoption, bereavement, mourner's, and family and compassionate care leave, shall be considered only upon application from permanent employees having two (2) or more years continuous service. An employee desiring leave of absence shall apply for it to management. Should such application be refused, the employee shall have the right to appeal to the applicable Director through the proper officials of the Union. The decision of the Director shall be final and shall be communicated to the Union in writing.
- 8. The parties agree to create a new Article 115.04 and renumber remaining article accordingly:

115.04 Compassionate Care Leave

Employees who have at least 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 Leave, the employees shall be entitled to accumulate service in accordance with the collective agreement.

9. 115.04 Family Leave

Permanent eEmployees occupying established positions who have at least one year's ninety (90) days' service with The City, and who either are unable to qualify for Compassionate Care Leave or who qualify but have exhausted

their Compassionate Care leave, may be entitled to a leave of absence Family Leave without pay to care for ill or elderly family members. Requests for The granting of such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. Family leave shall be granted subject to the needs of the operation.

If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within the Corporation, which would allow an employee to meet their responsibilities to an ill or elderly family member, consideration will be given to the transfer of the employee to the suitable vacancy. Reduction in hours of work, or movement of employees for this purpose, shall be implemented upon consideration of the needs of the operation and following consultation and concurrence of the appropriate Union officials, when required.

10.115.06 A pregnant employee, who is permanent or who has ninety (90) days'twelve (12) months' continuous service, shall be entitled to maternity leave without pay for a specified period not to exceed sixteen (16) fifteen (15) 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. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. The employee is responsible for contacting Employee Services regarding pre-payment of benefit premiums. Maternity leave shall commence at a time designated by the employee, within thirteen (13) twelve-(12) weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave. the employee shall be entitled to accumulate service and seniority in accordance with the Collective Agreement.

Notwithstanding the preceding, a pregnant employee who is deemed unfit to work shall not continue in her position following such time as, in the opinion of The City Medical Consultant and in consultation with by her personal physician, shall be eligible to apply for benefits under the MEBAC plan. her ability to carry out her assignments is limited by her pregnancy. At this time the eligible employee shall commence maternity leave if she is within twelve (12) weeks of the estimated delivery date. Should this employee be approved for Sickness & Accident and/or Long Term Disability prior to the date she had indicated that her maternity leave would commence, this period of absence will not be included as part of her maternity leave.

12. <u>115.10</u> 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)** fifteen (15) 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 applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of absence of up to sixteen (16) fifteen (15) weeks 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, with the total leave not to exceed **sixteen (16)** fifteen (15) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

13. 115.11 A natural or adoptive parent, who is a permanent employee or non-permanent employee with at least ninety (90) daystwelve (12) months continuous-service is entitled to an unpaid parental leave of up to sixty-two (62) thirty-seven (37) 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 leave not to exceed sixty-two (62) thirty-seven (37) weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue in accordance with the Collective Agreement and The City will continue to pay its share of the benefit premiums.

14. 115.13 Bereavement and Mourner's Leave

a) Leave of absence in order to carry out responsibilities incurred by the demise of a relative will be permitted at the discretion of management. Where management is satisfied that the request is a legitimate one it will be permissible for the employee to be granted leave of absence with pay of seven (7) consecutive calendar days. For this purpose a relatives shall be defined as current spouse (including common-law spouse, same gender spouse), parent, step-parent, guardian, brother, sister, child or step-child, foster child.

Travel time required to attend the funeral and to return shall be taken into account.

b) Leave of absence in order to carry out responsibilities incurred by the demise of a relative will be permitted at the discretion of management. Where

management is satisfied that the request is a legitimate one it will be permissible for the employee to be granted leave of absence with pay up to but not exceeding seven (7) consecutive calendar days. For this purpose a relative shall be defined as step-brother, step-sister, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child and grandparent of the employee or spouse.

Travel time required to attend the funeral and to return shall be taken into account.

- c) Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify management of the death of the relative, as soon as practicable, in order to determine their entitlement for bereavement leave. Any period of vacation displaced shall be reinstated for use at a later date.
- 15. <u>116.06</u> Employees able to select vacation in a restricted vacation period shall be limited to a maximum of three (3) weeks of their vacation entitlement and they shall only select vacation in one (1) restricted vacation period. **See Letter of Understanding #23 for additional information.**

For members of the Operations Work Area, the three (3) weeks of vacation selected in restricted periods may be taken in one or more restricted period.

The restricted vacation periods are as follows:

- a) the last two (2) weeks in June, the months of July and August, and the first two (2) weeks in September;
- b) the Christmas and New Year's vacation period;
- (c) for Transit Operators only: The Spring Breaks for Public and Separate Schools shall be considered as one restricted period, regardless of whether these coincide or are separate.
- 16. 117.02 No reduction in wages or the salaries of any employee, with thirty (30) or more calendar days unbroken service in the current year-shall be made on account of the above-mentioned holidays occurring during their regular work period. No benefit shall be granted to any employee for any such legal holiday, if the employee is absent the working day immediately before or immediately following the holiday, unless the employee has prior permission, or produces proof of illness for such absence. Employees will not be required to produce acceptable proof of illness where the employee is absent the working day before and/or after the holiday but works his regularly scheduled shift on the holiday.

If a statutory holiday falls on a scheduled work day during a period of approved medical leave (S&A, LTD, WCB) the employee shall only receive their regular medical leave pay for which they are eligible.

While on Maternity Leave, Parental Leave, Adoption Leave, Family Leave and Compassionate Care Leave, employees shall be credited with a banked lieu day upon return from leave. In the case of Operators, the lieu day will be paid out upon return to work.

17. 117.04 When a Statutory Holiday occurs on the day off of an employee having thirty (30) or more calendar days unbroken service, and such holiday is not worked by the employee, the employee shall receive one tenth (1/10) of the employee's normal bi-weekly straight time pay. An Operator or spare Operator may elect to bank the holiday hours in their "Personal Appointment Time Bank" subject to Articles 222 or 313.

Where a Statutory Holiday falls on a scheduled day off of an employee on paid medical leave (S&A, LTD, WCB), they shall receive a banked lieu day. In the case of Operators, the lieu day will be paid out upon return to work. The scheduled day off will be determined from the employee's predisability work schedule and will be subject to payout should they not be taken as time off by the end of the subsequent calendar year.

- 18. 117.05 Employees with thirty (30) or more calendar days unbroken service, working on a Statutory Holiday which is their regular day to work, and where regular work goes on, shall be paid their normally scheduled straight time hours, plus double time (x2) for hours worked, plus single shift differential where applicable. Employees with less than thirty (30) days service shall receive double time (x2) for hours worked only, plus single shift differential where applicable.
- 19. 117.07 Maintenance employees with thirty (30) or more calendar days unbroken service called out from home to work on a Statutory Holiday which is not their regular working day shall receive a day's pay (x1) for the Statutory Holiday plus double time (x2) for hours worked.
- 20. 117.08 Where a Statutory Holiday falls on a Maintenance employee's normal day off and the day is not worked by the employee, the employee 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 the employee shall receive eight (8) hours straight time as Statutory Holiday pay or shall be entitled to take a regular working day off at a time mutually agreed between the employee and management. convenience in lieu of such holiday. Such lieu day shall be taken not later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates.

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 equivalent to the employee's regular shift (predominant scheduled hours).

- 21. 128.03 Union Table Officers may request special unpaid leave of absence on behalf of the Executive, Table Officers, Shop Stewards or grievors. Such leave shall not exceed one work shift week and must be for the purpose of attending to business directly related to the administration of this Collective Agreement between A.T.U. Local 583 and The City of Calgary. Requests for such leave shall be made to the management exempt Supervisor for that Work Area at least one month prior to the leave. Such leave shall be granted subject to the needs of the operations and shall not be unreasonably withheld. When unforeseen circumstances arise, Management may consider requests with less than one month's notice. The granting of such a leave would be at management's discretion.
- 22. 132.01 Where a clause in Section A (numbered in 100 series) of this Agreement directly conflicts with a similar clause in Section B (200 and 250 series), Section C (300 series), Section D (400 series), Section E (500 and 550 series), or Section G (700 series), or Section H (800 series) the clause in Section B, C, D, E, or G or H shall govern.

23.201.03 - Regular Runs

A minimum of forty-eight percent (48%) of all regular bus runs shall be straight runs with the exceptions of swings, school specials, and holiday runs. Straight runs shall have Saturday and Sunday as days off.

Shifts will be cut between six (6) hours and thirty (30) minutes and eight (8) hours and five (5) minutes pay hours.

Saturday regular runs may be worked up to a maximum of eight (8) hours and twenty-five (25) minutes pay hours.

Sunday regular runs may be worked up to a maximum of nine (9) hours and five (5) minutes pay hours.

24. 205.01 Effective 2007 June 25, Operator Trainees shall receive payment for training time at the rate of seventy-five (75%) of the Step 3 Transit Operator rate (without service pay) based on thirty-seven and one-half (37 ½) hour week.

25. 209 School Specials

209.01 Subject to Clause 201.06, no runs of less than six (6) hours and thirty (30) minutes shall be classed as regular runs. In addition, a minimum of thirty (30) school specials will be cut between six (6) hours and six (6) hours and twenty-nine (29) minutes Monday to Thursday and up to eight (8) hours and five (5) minutes on Fridays. Friday work may be three way splits. These runs will have Saturday and Sunday off.

209.02 Effective 2015 March sign-up, a minimum of forty-eight percent (48%) of all regular bus runs shall be straight runs with the exceptions of swings, school specials, and holiday runs. Straight runs shall have Saturday and Sunday as days off.

26. 210 Spread Time

<u>210.01</u> Spread Time for runs not completed within ten (10) hours of first report shall be paid the following premiums:

Effective 2011 January 3, sixty-five cents (\$0.65) per day after ten (10) hours or one dollar and twenty cents (\$1.20) per day after eleven (11) hours.

Effective 2012 July 2, **sS**eventy cents (\$0.70) per day after ten (10) hours or one dollar and thirty cents (\$1.30) per day after eleven (11) hours.

27.213 Failure to Report for Duty On Time

213.01 Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. If ordered directed by the Dispatcher to report at a later time by telephone, one-half (1/2) hours shall be paid for all such required reports. Spread time shall be computed from the time of the first ordered directed call-in.

If erdered directed by Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report as once directed shall may be considered a refusal to work.

- 28.213.02 Regular Operators on sick leave shall, when returning to duty, notify the Victoria Park Dispatch Office not later than 3:00 p.m. on the preceding day. The employee shall then be allotted the employee's run for the following working day.
- 29.216.02 Before an appointment of Relief Supervisor, Relief Dispatcher, Relief Training Officer, Relief Rail Controller, Relief Radio Controller, or Relief Recruitment Officer is made, the Union shall have the right to make representation under the present grievance procedure up to and including the Director of Calgary Transit. The Director's decision shall be final.

The Union will be informed of the successful candidates for acting assignments.

30.220 Lieu Time Banking Scheduled Overtime

- 220.01 At Sign-up time, Operators selecting a run with scheduled overtime must choose one of the following:
- a) Take payment for overtime at the applicable overtime rate, or
- b) Bank **scheduled** lieu time **overtime** at straight time and receive pay at one-half time (x1/2) for the overtime worked.
- 31.220.02 The following shall apply to Operators who choose to bank lieu time scheduled overtime:
 - a) All lieu time **banked overtime** earned in one (1) calendar year may be used during the calendar year in which it is earned or may be carried into the following calendar year.
 - b) Lieu time Banked overtime may be taken in a minimum of two (2) hour blocks or more at a time.
 - c) The scheduling of lieu time banked overtime off shall be determined by the needs of the operation.
 - d) Lieu time **Banked overtime** not taken by December 31st of the year after the one in which it was earned shall be paid out at year-end at the applicable rates.
- 32.220.04 Operators shall not accumulate lieu time or scheduled overtime when absent from their runs for any reasons. Where payment is required as a result of an absence, it shall be based on the applicable guarantee.

- 33. <u>221.02</u> No benefit shall be granted if the employee is absent the working day immediately before or immediately following the twenty-fourth (24th) of December unless he has prior permission, or proof of illness for such absence.
- 34.221.03 When the twenty-fourth (24th) of December occurs on the day off of an employee having thirty (30) or more days unbroken service, and such holiday is not worked by the employee, he shall receive four (4) hours pay.
- 35. 223.02 For the purpose of recall, the Job Function for the Operations Work Area is Transit Operator. Upon recall, laid off Transit Operators, will be recalled in order of seniority to the position they left at the time of layoff.
- 36. Revise the vacation scheduling chart in 254.01 as follows:

Weeks commencing on Mondays in January to April	9 operators minimum
When the Spring Break for Public and Separate Schools coincide or are separate	7%
Weeks commencing on Mondays in May shall average for the month of May	6%
Weeks commencing on Mondays in June shall average for the month of June (except the final week which may be included in the Summer Sign-up)	6%
Two week period covering the Calgary Stampede	4 operators
Summer Sign-up period	11%
Weeks commencing on Mondays in September shall average for the month of September	6 .5%
Weeks commencing on Mondays in October to December	9 operators minimum
Christmas and New Year's weeks	6.5%

[The above chart will also be reflected in Article 254 of Letter of Understanding #16]

37.302 Failure to Report for Duty On Time

- Where a spare Operator fails to report for work or refuses any work offered, the two (2) week guarantee shall be reduced by the difference between the actual hours worked and the straight time hours which would have been worked had the Operator not failed to report for duty. The Operator shall be placed at the bottom of the list of spare Operators for the day.
- 302.02 Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. If ordered directed by the Dispatcher to report at a later time by telephone, one-half (1/2) hour shall be paid for all such required reports. Spread time shall be computed from the time of the first ordered directed call-in.

If ordered directed by Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report as once directed shall may be considered a refusal to work.

- 38. <u>311.02</u> No benefit shall be granted if the employee is absent the working day immediately before or immediately following the twenty fourth (24th) of December, unless he has prior permission, or proof of illness for such absence.
- 39.311.03 When the twenty-fourth (24th) of December occurs on the day off of an employee having thirty (30) or more days unbroken service, and such holiday is not worked by the employee, he shall receive four (4) hours pay.
- 40.406.02 No benefit shall be granted if the employee is absent the working day immediately before or immediately following the twenty-fourth (24th) of December, unless he has prior permission, or proof of illness for such absence.
- 41.406.03 When the twenty-fourth (24th) of December occurs on the day off of an employee having thirty (30) or more days unbroken service and such holiday is not worked by the employee, the employee shall receive four (4) hours pay or time in lieu of the four (4) hours, concurrent with the provisions of Clause 117.08.
- 42. 506.02 No benefits shall be granted if the employee is absent the working day immediately before or immediately following the twenty fourth (24th) of December unless the employee has prior permission, or proof of illness for such absence
- 43.506.03 When the twenty-fourth (24th) of December occurs on the day off of an employee having thirty (30) or more days unbroken service, and such holiday is not worked by the employee, the employee shall receive one-half (1/2) day's pay, or time in lieu of the four (4) hours concurrent with the provisions of Clause 117.09.
- 44. <u>510.01</u> When a Statutory Holiday occurs on the day off of an employee having thirty (30) or more days unbroken service, and such holiday is not worked

by the employee, the employee shall receive seven and one-half (7 ½) hours pay or time in lieu. Such day to be mutually agreed upon between the employee and the Supervisor and shall be taken no later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates. NS 40 Office employees will be governed by the provision of Clauses 117.04 and 117.09 in the 100 SECTION.

45.550 Section

117.06 (b) Temporary Part-Time Employees

If a Statutory Holiday falls on a day that would have been a working day for a temporary part-time employee, and if the employee does not work, the employee shall receive their average daily hours for that day of the week calculated in accordance with the provisions of the Employment Standards Code.

Where days of work are not predictable, determine if the employee has worked at least five (5) times (i.e., the majority) on that day of the week in which the Statutory Holiday falls, in the previous nine (9) weeks preceding the Statutory Holiday.

- (i) If the employee has worked the majority of that day of the week in which the Statutory Holiday falls, Statutory Holiday pay is paid based on the average hours for that day of the week in the nine (9) four (4) weeks preceding the holiday.
- ii) If the employee had not worked the majority of that day of the week in which the Statutory Holiday falls, Statutory Holiday pay is not paid.

46.550 Section

117.09 (b) Temporary Part-Time Employees

On call and temporary part-time employees—must have worked at least five (5) of the 9) days, on which the statutory holiday falls, to be eligible for statutory holiday pay. For those who are eligible, shall receive pay for the statutory holiday will be calculated in accordance with the provisions of the Employment Standards Code.

47. The parties agree to add the following to section 700:

223 Layoff and Recall

223.01 The order of layoff shall be in reverse seniority

<u>223.02</u> Upon recall, laid off Community Shuttle Operators, will be recalled in order of seniority to the position they left at the time of layoff.

48. The parties agree to add the following to section 800:

223 Layoff and Recall

223.01 The order of layoff shall be in reverse seniority

<u>223.02</u> Upon recall, laid off Accessible Services Operators, will be recalled in order of seniority to the position they left at the time of layoff.

49. The parties agree to revise Article 201.07 825 Section:

<u>201.07</u> To meet customer demand and ensure effective use of resources, the following flexibility on work will apply:

Run changes will be posted no later than 20:30 the day before.

- A) Runs: The start time of a run can slide earlier or later (+/-) by up to sixty (60) thirty (30) minutes and the end of day finish time of a run by up to thirty (30) minutes later.
 - Where the schedule allows for it, the end of day finish time may be adjusted earlier to allow the run to be completed within the normal daily guarantee. Where this is not possible, the normal overtime rules will apply.
- B) Block: The start and/or finish times on an individual block can slide earlier or later by up to 60 minutes except at the end of the day, where the block can slide up to 30 minutes from the scheduled finish time.

 Where the schedule allows for it, the end of day finish time may be adjusted earlier to allow the block to be completed within the normal total scheduled time.
- 50. The parties agree to revise Article 301.03 850 Section:

301.03

When assigned a run for the day, an Accessible Transit (60-Hour) **Spare** Operators shall be treated as a signed up Operator, and will be paid for hours worked at the appropriate rate, exclusive inclusive of any run guarantees.

Vacation is based on actual hours worked or sixty (60) hours bi-weekly, whichever is greater at appropriate rate. Statutory Holiday pay shall be six (6) hours, however, if assigned a run and works the day before and the day after, an Operator on a Sixty (60) hour bi-weekly guarantee shall receive seven and one-half (7 1/2) hours for the Statutory Holiday.

- 51. The parties agree to revise Article 307.03 850 Section:

 307.03 Where management anticipates that When a run will becomes vacant by sickness, leave of absence, discharge, resignation or other causes for one (1) week or more, management will fill the run from applicants from the list of 75 and 60 hour spare Operators, with the exception of any weeks that include a statutory holiday within it and provided that the combined pool of spare Operators is not depleted lower than 70% subject to operational efficiency. The successful spare Operator shall work that run until the regular Operator returns or until the next Sign-up.
- 52. The parties agree to revise Appendix "C" Supplementation of Compensation as follows:

Revise #1 (e):

"Normal d-"Deductions" shall mean those items which would **normally** have been deducted from the monthly basic salary of the employee, in the normal course of events had he not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for federal or provincial income tax according to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only). Employment Insurance Commission premiums, Group Life Insurance **premiums**, Alberta Blue Cross extended health and dental premiums and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the employee from time to time.

Revise #8:

The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate Alberta Blue Cross Plan extended health and dental benefits and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the widow or any dependent child at all times remains eligible for such coverage.

- 53. The parties agree to delete Letter of Understanding #1 Access Calgary Hours of Work
- 54. The parties agree to renew Letter of Understanding #2 Community Shuttle Operators
- 55. The parties agree to renew Letter of Understanding #4 Educational Requirements for New Apprentices

- 56. The parties agree to renew Letter of Understanding #5 Eligibility Lists (For Purpose of Relieving Only for Journeyman II, Leadhand or Equivalent Position)
- 57. The parties agree to renew Letter of Understanding #6 Employment of Non-Tradesmen as Painters
- 58. The parties agree to renew Letter of Understanding #7 4-Day Workweek Runs

59. The parties agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek for LRT - Track & Way Shift #3 Employees - 02/10/07

The following provisions apply to those employees assigned to work Shift #3 (nights) in the LRT – Track and Way Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

- 1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. The shifts to be worked will run from 22:00 08:00.
- 2. Where it is found that an employee transfers from one shift schedule to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
- 3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
- 4. As per Article 117, w-When a Statutory Holiday falls on an eligible employee's day off, eight (8) hours pay or lieu time to be banked shall be given, as mutually agreed the employee will be entitled to lieu time as per Article 117.08
- 5. When a Statutory Holiday falls during an employee's vacation, eight (8) hours' time in lieu or pay shall be given, as mutually agreed the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours).
- 6. As per Article 410, overtime shall be paid after ten (10) hours' work per day.
- 7. Implementation of this ten (10) hour shift schedule will be effective 2002 November 18.

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this day	of	, 20 19 .
FOR THE CORPORATION THE CITY OF CALGARY	OF FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relations	President/Business Agent	

60. The parties agree to revise Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek for LRV PM Shift Service Lane Employees – 02/10/18

The following provisions apply to those employees assigned to work at Anderson Garage in the LRV Service Lane Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

- 1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. The shifts to be worked will run from 17:00 03:00.
- 2. Where it is found that an employee transfers from one shift schedule to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
- 3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) week's vacation is entitled to one hundred and twenty (120) hours of vacation.
- 4. As per Article 117, w When a Statutory Holiday falls on an eligible employee's day off, eight (8) hours pay or lieu time to be banked shall be given, as mutually agreed the employee will be entitled to lieu time as per Article 117.08.
- 5. When a Statutory Holiday falls during an employee's vacation, eight (8) hours' time in lieu or pay shall be given, as mutually agreed the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours).
- 6. As per Article 410, overtime shall be paid after ten (10) hours' work per day.
- 7. This arrangement will be on a trial basis for a period of up to six (6) months commencing 2002 October 21 and has been extended for a third time to 2004 January 31. During this trial period, the parties can meet to determine the

feasibility and/or viability of making this arrangement permanent.

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this	day of		, 20 19 .
FOR THE CORF		FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labou	r Relations	President/Business Agent	
61.The parties Operators	s agree to renew	Letter of Understanding #10 – Jol	o Security – Transi
62 The narties	s agree to renew	Letter of Understanding #11 – Off	fice Employees

Vacation Entitlements Usage

63. The parties agree to revise Letter of Understanding #12 as follows:

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

<u>LETTER #12 – 100 SECTION A – 111 PERMANENT, PROBATIONARY AND TEMPORARY EMPLOYEES – 07/06/04</u>

Article 111.01 (b) Maintenance employees hired under the capital budget **and those employees subsequently hired to backfill employees** may be hired on a limited term basis and will not be provided with a provisional position as a result of 24 months of continuous service. All other provisions of this article shall apply.

Signed this day of		, 20 19 .
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relations	President/Business Agent	

64. The parties agree to revise the Letter of Understanding #14 as follows: Revise Article 201.06 only, remainder of LOU remains unchanged:

201.06 Other than part-time signed up operators, except as provided in Clause 201.01, a working week for spare Community Shuttle Operators shall consist of working a minimum of two (2) days per week. These days will require working on a Saturday and Sunday. Work will be assigned in spareboard seniority. Operators will be required to contact Dispatch after 1730 hours on the day before the work.

Spare Community Shuttle Operators shall be guaranteed a minimum of fifteen (15) hours per week which will be reduced if the spare Community Shuttle Operator is absent for all or a part of the shift. All spare Community Shuttle Operators hired before 2010 2012 January 1 will be grandfathered with no above-mentioned restrictions if they remain on the spareboard.

65. The parties agree to renew Letter of Understanding #15 – Trading of Runs Between Operators

66. The parties agree to amend Letter of Understanding #17 as follows:

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek Spring Gardens and Victoria Park Bus – PM Shift Service Lane Employees – 08/07/21

The following provisions apply to those employees assigned to work at Spring Gardens Garage or Victoria Park Garage in the Bus Service Lane Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

- 1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation.
- Where it is found that an employee transfers from one shift to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
- 3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) week's vacation is entitled to one hundred and twenty (120) hours of vacation.
- 4. As per Article 117, w When a Statutory Holiday falls on an eligible employee's day off, eight (8) hours pay or lieu time to be banked shall be given, as mutually agreed the employee will be entitled to lieu time as per Article 117.08.
- 5. When a Statutory Holiday falls during an employee's vacation, eight (8) hours' time in lieu or pay shall be given, as mutually agreed, the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours).
- 6. As per Article 410, overtime shall be paid after ten (10) hours' work per day.

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule, where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this day of		, 2019.
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relations	President/Business Agent	

67. The parties agree to amend Letter of Understanding #21 as follows:

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Community Shuttle Sign-Up

Community Shuttle Operators shall select their assignments on the posted Sign-up sheet or to sign on the spare board in order of seniority, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An operator shall make his or her choice of assignments known to the Sign-up Clerk as per the Community Shuttle Selection Process. The City agrees to pay the full costs of the Union Representative(s) at the Community Shuttle rate of pay, who shall be available to assist Operators in the Sign-up. The Union Representative(s) shall be paid straight time to a maximum of 8 hours per day and overtime rates for any additional hours.

If an operator fails to Sign-up or makes a choice, they will be placed on the spare board and all applicable rules shall apply.

The City and the Union agree, during the term of this collective agreement, to review technological alternatives that would assist Community Shuttle operators with the sign-up process.

Signed this day of		, 201 9 .
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relations	President/Business Agent	

- 68. The parties agree to renew Letter of Understanding #22 Relief Schedulers
- 69. The parties agree to renew Letter of Understanding #26 Vacation Pay Out
- 70. The parties agree to renew Letter of Understanding #27 Suspensions Pending Investigations
- 71. The parties agree to renew Letter of Understanding #28 200 Section B Transit Operator Working Conditions
- 72. The parties agree to renew Letter of Understanding #30 Accessible Transit Operators to Transit or Community Shuttle Operator Trainee Positions

PART B - OUTSTANDING ITEMS

- 1. Create a new Article 105.03:
 - 105.03 The Employer will provide a list of current members to the Union on a semi-annual basis by the end of June and December each year. This list will include the employee's name, address and phone number.
- 2. Revise Article 112.09 c) as follows:
 - c) An individual who was a permanent **or probationary** employee upon displacement or layoff will possess recall rights for twelve (12) months. An individual who was a probationary employee upon displacement or layoff will possess recall rights for six (6) months.
- Revise Article 203.01 as follows:
 203.01 Operators who have
 - 203.01 Operators who have been designated as mentors by management when training Transit Operator Trainees shall be paid thirty-five (\$0.35) fifty (\$0.50) cents per hour extra when training Transit Operator Trainees.

4. Create a new Article 216.03 as follows:

<u>216.03</u> Employees relieving in Management Exempt positions for a period longer than twenty-four (24) consecutive months shall have their ability to bid on runs and their seniority frozen for the remainder of the Management Exempt assignment.

Revise Article 217.01 as follows:

<u>217.01</u> The purpose of the point system is to allow Operators flexibility in replacing clothing or uniform items according to individual needs. All clothing and uniforms issued are to be used in the performance of the Operators' duties with The City of Calgary. The clothing supplied by The City of Calgary for Operators shall consist of the following:

Two (2) pairs of grey pants, four (4) shirts, two (2) ties, one (1) ball cap or turban, one (1) sweater, seven (7) pairs of socks, one (1) summer jacket and one (1) winter jacket; and one (1) pair of slip resistant shoes or boots. An additional pair of pants or one (1) pair of shorts or two (2) shirts, may be issued as a supplement to a new employee's first issue as required.

Item Description	Quantity
Balicap or Turban	1
Toque	1
Backpack	1
Shirts	4
Summer Jacket	1
Winter Jacket	1
Sweater or Quilted Vest	1
Winter Glove	1
Trouser or Shorts	2
Socks	6
Footwear	1
Belt (Optional)	1
Driving Gloves (Optional)	1

An additional pair of pants or one (1) pair of shorts or two (2) shirts, and one (1) ballcap or turban may be issued as a supplement to a new employee's first issue as required.

Calgary Transit and the Union will meet no less than twice a year to discuss clothing and clothing related issues. This committee shall be comprised of two (2)

members from management and two (2) members of the Union. Each party shall choose its own representatives.

6. Revise 217.07 g) as follows:

g) CLOTHING ISSUE AND VALUE

	Frequency	<u>Point Value</u>
Ball-Caps or turbans (maximum 2)	Yearly	5
Toque (maximum 1)	As required	0
Trouser - Pleat or Trouser - West or Shorts (maximum 3)	Yearly	28
Shirt - long sleeve or short sleeve*	Yearly	10
Golf Shirt *	Yearly	10
Socks (maximum 7-pair)	Yearly	4
Ties (maximum 2) **	Yearly	6
Winter Jacket (maximum 1)	Every 3 years	60
Summer Jacket (maximum 1) —	Every 3 years	40
Slip resistant footwear (maximum 1)***	Yearly	50
Quilted Vest (maximum 1)	Yearly	27
Gloves	Yearly	14
Sweater or Sleeveless Sweater (maximum 1)	Yearly	28/14

Sweater or Sleeveless Sweater (maximum 1)			Yearly
Item Description	Maximum Quantity	Frequency	Point Value per item
Balicap or Turban	2	Yearly	5
Toque	1	Yearly	5
Backpack	1	Every 5 years	15
Shirts (long sleeved, short sleeved, golf)	5	Yearly	10
Sweater	1	Yearly	15
Summer Jacket	1	Every 4 years	25
Winter Jacket	1	Every 4 years	50
Quilted Vest	1	Every 2 years	20
Winter Glove	1	Yearly	15
Trouser or Shorts	3	Yearly	25
Socks	6	Yearly	5
Footwear	1	Yearly	40
Tie (optional)	N/A	N/A	5
Belt (Optional)	1	Every 2 years	15
Driving Gloves (Optional)	1	Yearly	5

- * The combined total for the shirts is a maximum of five (5) per year.
- ** The wearing of ties is not compulsory, although they are part of the **optional** clothing issue.
- *** An Operator may choose to upgrade the type of standard slip resistant footwear the Operator wishes to purchase at the Operator's own expense.

In addition to Clause 217.07 (a), Operators who have banked clothing points may use up to a maximum of sixty (60) banked points per year to select additional items with a new set of maximums not exceeding those listed above.

Where an Operator requests more items than designated as the clothing issue, management may require the Operator to provide an acceptable explanation for the need for the additional issue.

Female clothing for some items are available upon request.

All clothing issued must conform to the Business Unit PPE Policy.

7. Revise Article 251.01 as follows:

251.01

- a) Effective September 2019 Sign-up CTrain Operators will commit for a twelve (12) thirty-six (36) month period, commencing with the March 2020 Sign-up. The most senior 75 hour volunteers will be moved to Ctrain Operations as vacancies occur.
 - Notwithstanding the above, a maximum of five (5) CTrain Operators may opt out of CTrain at each quarterly Sign-up in order of seniority. These Operators who opt out through this process are permitted to sign up again in the following commitment period.
- b) Notwithstanding the above, a maximum of five (5) CTrain Operators may opt out of CTrain at each quarterly Sign-up in order of seniority.
 - Operators who leave CTrain service outside of the allowed opt out process described in part (a) during the course of a Sign-up, or those currently signed on bus work who indicate their intention to work on CTrain and then do not work on the CTrain, will not be allowed, during the next two (2) December September Sign ons, to indicate an intention to work CTrain during the remainder of the commitment period. Operators who come off out of seniority during the last eighteen (18) months of the commitment period or decline to be activated after having been trained to operate Trains, shall not be allowed to opt back on for the remainder of the commitment period or during the following commitment period.

- c) Operators wishing to work CTrain must indicate their intention to do so during the December September Sign-on. Operators will select their work based on their Transit Operator seniority. The number of operators eligible to move to the CTrain will be based on the number of vacancies from operators that have left the service in the current or previous year and any growth positions. The projected number of operators that would make up the CTrain Operator complement and volunteer list would be made available for perusal and sign-on. The volunteer list will consist of two lists, the active volunteer list and the contingency volunteer list. Activation for full time complement would come from the active volunteer list by seniority and for the contingency complement would come from the contingency volunteer list by seniority.
- d) Whenever possible, activation of 75 hour operators shall be done at the commencement of the sign-up. Operators that fall in the contingency band shall be activated as contingency operators during sign-up as required.
- e) Following the September Sign-on and in the event there are not enough volunteers to staff the CTrain, a forced contingency list will be established for the following CTrain commitment term. Operators on the forced contingency list will be trained and activated in reverse seniority order.
- f) Operators who fail the training in a third attempt will not be allowed, during the next commitment period to indicate intention to sign on the train. 60 hour operators, who have completed rulebook twice, and then request to come off, will not be allowed, during the next commitment period to indicate intention to sign on the train.
- g) In the event of weekend (Saturday/Sunday/Statutory Holiday) temporary Track Closures, LRT construction or additional Capital work projects that impacts the movement of trains and results in work changes, Operators will be compensated as per their current sign-up hours of pay.

During these instances the application and restrictions of hours of work as outlined with the provisions of article 201.03 will not apply.

Operators may be assigned additional work outside of their Ctrain operations which would include Public Information reps or Fare Box work to ensure their guaranteed scheduled hours of work. In addition, Operators may be required for additional hours of work for related Operations Work Area duties not to exceed Employment Standards hours of work.

8. Revise Article 255.01 as follows:

<u>255.01</u>

- a) The five (5) least senior-trained spare **Transit** Operators on the CTrain spareboard may be assigned either bus or CTrain assignments.
- b) All spareboard CTrain work will be combined, as far as practicable, before combining bus with CTrain work. CTrain standby will be considered as CTrain work.
- c) During the course of the Sign-up, additional **Transit** Operators may be activated from the regular bus operation to the CTrain spareboard for a minimum of one (1) week to cover higher workload periods. These **Transit** Operators will be required to relinquish any signed up bus work for the weeks(s) involved. When these **Transit** Operators are no longer required for CTrain service, they will revert back to bus operation and be returned to the signed-up bus work that was previously relinquished, if applicable.
- d) **Transit** Operators being used on a weekly basis for the CTrain spareboard would be drawn in seniority from the CTrain contingency list.
- e) Dispatch will provide adequate notification to affected Transit Operators of their changing status; however, this notice may be as late as Thursday of the week prior to moving from regular bus operation to the CTrain spareboard or from CTrain back to regular bus operation.

9. Revise Article 301.03(a) as follows:

a) A maximum of sixteen fifteen and one half percent (4615.5%) of the total Operator complement at commencement of a Sign-on shall be designated as sixty (60) hour guarantee spare Operators and these Operators must remain spare. Notwithstanding the above, spare Operators who become eligible for a seventy-five (75) hour guarantee during the course of a Sign-up will move to the seventy-five (75) hour guarantee and will remain as seventy-five (75) hour guarantee Operators.

10. Revise Article 401.01 as follows:

401.01 Newly established positions or vacancies in the establishment shall be filled in accordance with Clause 112.01 and 112.02, with first consideration to permanent employees in the Job Function, then permanent employees in the Group, then permanent employees outside the Job Function and Group in the Work Area, then non-permanent employees in the Job Function and final consideration to other employees.

11. New Article 402.14:

402.14 Employees entering the trainee Electro-Mechanic program shall have their job function time as a trainee Electro-Mechanic (Job function 56) commence upon their date of appointment to the program.

Upon successful completion of the program (typically 1 year after starting as a trainee Electro-Mechanic), the trainees will be reclassified to Journeyman I Electro-Mechanic. Their job function time as a Journeyman I Electro-Mechanic (Job Function 17) shall commence on the date a permanent position is achieved.

If no Journeyman I Electro-Mechanic vacancy exists, the trainee may, be permitted to remain on the establishment (in a temporary assignment) and if so retained, will be paid the applicable Journeyman I Electro-Mechanic rate of pay for performing the Journeyman I Electro-Mechanic duties until a permanent position becomes available.

A newly graduated Electro-Mechanic must bid on all open Journeyman I Electro-Mechanic positions in order to obtain a permanent position. Failure to bid on a position will result in management appointing new graduates in order of seniority.

When a permanent employee enters into an assignment as trainee Journeyman I Electro-Mechanic, the employee will retain reversion rights back to base position for the duration of the training (or 12 months) whichever is shorter.

12. Revise Article 403.12 as follows:

All employees required to wear safety footwear shall be entitled to a reimbursement with receipt(s) for the cost of the safety footwear up to a maximum of one hundred and fifty dollars (\$150.00) every two years. safety footwear allowance to purchase CSA approved safety footwear in the amount of seventy-five dollars (\$75.00) every year. These payments will be processed no later than Pay Period 4 in the subsequent year.

13. Revise Article 411.01 as follows:

411.01 Changes in shift shall be of a temporary nature only. Twenty-four (24) hours notice shall be given before change of shifts whenever practicable. Failure to give at least eight (8) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest periods, occurring as a regular part of any firmly scheduled shifts.

Employees who work a regularly scheduled shift of eight (8) hours per day or less, shall be given 24 hours written notice of a shift change and eight (8) hours rest between shifts.

Employees who work a regularly scheduled shift greater than eight (8) hours per day, shall be given fourteen (14) calendar days written notice of a shift change except in the following circumstances:

- a) The employee, or the union on behalf of employee(s) requests the shift change;
 - b) An accident has occurred;
 - c) Urgent work is necessary; or
 - d) Other unforeseen or unpreventable circumstances arise.

Failure to give fourteen (14) calendar days written notice of a shift change, in circumstances not listed above, shall result in overtime being paid for any hours worked that exceed eight (8) hours in a work day that were not set out in the employee's regular work schedule, during the fourteen (14) day notice period.

Such changes shall be kept to a minimum in response to business needs.

14. Revise Article 412.01 as follows:

Employees wishing to trade shifts or days off in the Maintenance area shall be able to do so for a period of up to four (4) weeks allowed up to 30 individual work trades per calendar year with the permission of the appropriate exempt Supervisor.

15. Revise Article 502.02 Section 500 as follows:

502.02 Call Centre Representatives (CCR) and full-time Passenger Agents will utilize their seniority to select shifts during the sign on process.

16. Revise Article 503.05 Section 500 as follows:

All employees shall be permitted a fifteen (15) minute coffee break in the first half of a shift and a ten **fifteen** (195) minute rest break in the second half of the shift. For the purpose of this clause, a shift shall be considered as seven and one-half (7 1/2) hours or greater.

17. Create a new Article 511 as follows:

511 Clothing

511.01 All employees required to wear safety footwear shall be entitled to a safety footwear allowance to purchase CSA approved safety footwear in

the amount of seventy-five dollars (\$75.00) annually. These payments will be processed no later than Pay Period 4 in the subsequent year.

18. Revise Article 503.05 Section 550 as follows:

503.05 For all part-time employees, rest periods will be as follows based on shift duration:

Less than 3 hours:

no scheduled paid break

3.0 but less than 4.0 hours:

one (1) 10-minute paid break

4.0 but less than 5.50

one (1) 15-minute paid break

hours:

5.50 but less than 7.0

one (1) 2030-minute paid break

hours:

7.0 to 7.5 hours:

twenty-five (25) minutes in total for paid breaks, the Collective Agreement provides one (1) 15-minute paid break before the one-half (1/2) or one (1) hour unpaid lunch period, and one (1) 10-minute paid break

after the lunch break.

- 19. Revise Article 111 Section 700 as follows:
 - 111 Permanent, Probationary, and Temporary Part-Time Employees
 - 111.02 A permanent part-time employee shall be one who occupies an established part-time position, and-has successfully completed a probationary period in The City Service and who had worked 20 hours per week or more in the previous benefit qualification period. (See clause 201.04 700 section for listing of qualification periods).
 - 111.03 A permanent employee whose hours fell below 20 hours per week in the previous benefit qualification period, will be classified as a temporary part-time employee. Should the employee subsequently return to working 20 hours per week or more over the duration of a benefit qualification period, the employee will again be classified as a permanent employee without having to re-serve a probationary period.
 - <u>111.04</u> A probationary part-time employee shall be one who worked 20 hours per week or more in the previous benefit qualification period, occupies an established part-time position, but has not completed a probationary period in The City Service.

The probationary period for part-time employees shall be a maximum of eighteen (18) calendar months or the full-time equivalent of twelve (12) months of regular hours (1950), whichever occurs first. 1950 hours worked.

A probationary period may be extended for up to nine (9) calendar months or the full-time equivalent of six (6) months of regular hours (975), whichever occurs first, 975 hours with written notification sent to the Union office addressed to the President/Business Agent.

Management shall-may conduct a up to three (3) probationary status reviews in the third, seventh, and eleventh month during of the probationary period

111.05 A probationary employee whose hours fell below 20 hours per week in the previous benefit qualification period will be classified as a temporary part-time employee. Should the employee subsequently return to working 20 hours per week or more over the duration of a benefit qualification period, the employee will again be classified as a probationary employee. Regardless of whether the employee is classified as a temporary part-time employee or a probationary employee, hours will continue to accrue toward the probationary period.

111.06 A temporary part-time employee shall be one who is not a permanent part-time or a probationary part-time employee as defined above. A temporary part-time employee who is appointed to an established part-time position shall be moved into the position as a probationary part-time employee. For the purpose of serving a probationary period, the probationary period for temporary employees shall be 1950 hours worked. A probationary period may be extended for up to 975 hours, with written notification sent to the union office addressed to the President/Business Agent.

Management may conduct up to three (3) probationary status reviews during the probationary period.

Part-time employees working on an on-call basis are temporary part-time employees.

20. Create a new Letter of Understanding as follows:

Letter #XX

Letter of Understanding Between City of Calgary

And

The Amalgamated Transit Union

Re: Permanent Community Shuttle Operators

Notwithstanding clause 111.03 in the 700 section, when a permanent employee's status is changed to temporary, the employee will continue to be treated as permanent for the purpose of clause 107.03.

Signed this	day of		, 2019.
FOR THE CORPORATHE CITY OF CALGA		FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Rel	ations	President/Business Agent	

- 21. Revise Article 130 Section 700 as follows:
 - 130 Occupational Health and Safety

Only the provisions of Clause 130.01 of this Agreement affect all employees covered by this Section.

- 22. Create a new Article 203 Section 700 as follows:
 - **203 Training Community Shuttle Operator Trainees**
 - 203.01 Operators who have been designated as mentors by management shall be paid fifty (\$0.50) cents per hour extra when training Community Shuttle Operator Trainees.
- 23. Create a new Article 214.01 Section 700 as follows:
 - 214.01 The employer will make available a washroom availability list to all Operators at each sign on.

24. Create Article 216 Section 700 as follows:

216 Acting Supervisors

(Relief Dispatchers, Relief Training Officers (Bus only), Relief Rail Controller, Relief Radio Controllers, Relief Recruitment Officers)

<u>216.01</u> While relieving in management exempt positions, employees shall be subject to the terms and conditions of employment applicable to the management exempt group.

Article 112.12 is not applicable to employees working in the above listed positions.

216.02 Before an appointment of Relief Dispatcher, Relief Training Officer (Bus Only), Relief Rail Controller, Relief Radio Controller, or Relief Recruitment Officer is made, the Union shall have the right to make representation under the present grievance procedure up to and including the Director of Calgary Transit. The Director's decision shall be final.

<u>216.03</u> Employees relieving in Management Exempt positions for a period longer than twenty-four (24) consecutive months shall have their ability to bid on runs and their seniority frozen for the remainder of the Management Exempt assignment.

25 Revise Article 217 Section 700 as follows:

217 Uniforms and Clothing

217.01 The City of Calgary shall supply a uniform to Community Shuttle Operators. Upon separation from employment as a Community Shuttle Operator, the Community Shuttle Operator shall return all clothing issued to the employee in a clean and serviceable condition.

217.02

217.03

217.04

217.06

217.07

26. Create a new Article 312 in Section 700 as follows:

312 Duplicated Work

312.01 Where signed work is inadvertently assigned to a spare Operator, the work shall be performed by the signed Operator. The spare Operator shall be assigned work of equal pay hours.

312.02 Where two (2) spare Operators are assigned to the same work, the work shall be performed by the senior Operator. The junior Operator shall be assigned work of equal pay hours.

312.03 In no instance shall pay for replacement work be less than for the originally assigned work and finishing time(s) will be comparable.

27. Create a new Article 203 Section 800 as follows:

203 Training Accessible Transit Operator Trainees

203.01 Operators who have been designated as mentors by management shall be paid fifty (\$0.50) cents per hour extra when training Accessible Transit Operator Trainees.

28. The parties agree to subdivide box 14, 15 and 28 of Appendix "A" and revise the footnotes. The remainder of Appendix A remains the same.

JOB FUNCTION	JOB CODE*	WORKING TITLE	CLASS TITLE (SAME AS WORKING TITLE IF BLANK)
14		Fleet Maintenance Group	
14 a)	01714	Preventative Maintenance Person Preventative Maintenance Person - FSD	MSS 5 MSS 5
14 b)	01782	Service Lane Attendant Service Lane Dispatcher Farebox Handler	MSS 3 MSS 4 MSS 4
14 c)	01713	Fleet Attendant	MSS 4
14 d)	01783	Steam Bay Attendant Steam Room Attendant Steam/Brake Room Attendant Filter Attendant	MSS 4 MSS 5 MSS 5 MSS 6

NOTES:

Job function 14 a) is part of the Fleet Maintenance-Group and are considered individual Job Functions.

Job functions 46 a, b and c are part of the LRV Maintenance Group and are considered individual Job Functions.

Where a Job Function is subdivided into sections a), b), c) etc. each subsection shall be considered its own Job Function.

Management may move working titles into or out of the Job Functions as a result of change of duties, and such decisions shall be subject to Union appeal under the grievance procedure.

- For information purposes only.
- ** MSS is an abbreviation for Maintenance Support Services.
 - 29. Revise Article 201.03 in Letter of Understanding #14 as follows:
 - 201.03 Community Shuttle Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. Failure to report as once directed shall may be considered a refusal to work.
 - (a) Full-time Community Shuttle Operators may be required to report for an alternate shift.
 - (b) Part-time Community Shuttle Operators may be required to do alternate runs that fall within their pre-determined availability.

[the remainder of Letter of Understanding #14 remains unchanged]

30. Remove Section 251 of Letter of Understanding #16 and revise as follows:

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Transition Arrangement for CTrain Operators – 07/06/04

CTrain is an integral part of Calgary Transit's operation and the City will ensure the CTrain operation is adequately staffed to ensure there is service.

In order to transition to a new process for staffing the CTrain, the following will occur:

- 1. All Transit Operators may elect to sign on the train as per Clause 251.01 of the collective agreement.
- 2. The applicable rate of pay for Transit Operators who are training on a CTrain will be as per the Transit Operator's current rate of pay. Operators will be trained in order of seniority as much as practically possible.
- 3. In consideration of additional workplace challenges and operator knowledge required, all CTrain Operator rates of pay regardless of previous experience on the CTrain will be:
 - a) five percent (5%) above each step of the Transit Operator rate of pay during the completion of one full year; or
 - b) following the completion of the first year and during the completion of a second year six percent (6%) above each step of the Transit Operator rate of pay; or
 - c) following the completion of the first two consecutive years and during the completion of the third year, seven percent (7%) above each step of the Transit Operator rate of pay.
 - d) following the completion of the first three consecutive years and each consecutive year thereafter, ten percent (10%) above each step of the Transit Operator rate of pay. (effective date September 2012)
- 4. Wage incremental increases (after training) will occur following the completion of each 1950 regular hours of bus and/or CTrain work.
- 5. Operators who are part of the contingency group of operators whom are able to operate either a bus or CTrain will receive the applicable CTrain Operator rate of pay (step to step) for all hours worked.
- 6. CTrain Operators can be assigned related Operations Work Area work duties as part of their working shift.
- 7. Effective as of the 2012 March sign-up, amend the language to read as follows:

The following provisions are specific to CTrain Operators:

256 Working Hours

- 256.01 All Signed-up CTrain Operators shall have seven and one-half (7 ½) hours constitute a day's work and shall be observed as far as operating conditions permit.
- 256.02 Spare CTrain Operators shall be guaranteed, for each two (2) week pay period, an amount of pay equivalent to seventy-five (75) hours bi-weekly, computed at the applicable hourly rate, but not to include overtime or Sunday premiums, provided that such spare CTrain Operators are available for work for ten (10) days in each two (2) week period. All work performed beyond a twelve (12) hour spread from first report shall be overtime on a daily basis in addition to the guarantee. Operators not fulfilling their guarantee within a twelve (12) hour spread shall be given the necessary make up time to satisfy one-tenth (1/10) of their bi-weekly guarantee.

With the growth in the CTrain system, the number of Ctrain operators waiting to be activated is projected to increase. To assist with operators maintaining their proficiency on Ctrain and gain some CTrain operational experience the following will occur:

- 19. The CTrain operators waiting to be activated shall be scheduled once in every six week cycle to operate the train to maintain their proficiency. These operators will be inserted for a day at a time on the CTrain spareboard and assigned work by seniority.
- 29. The operators activated on the CTrain temporarily, will be paid the CTrain rates for time worked. The paid time will not be less than 7 ½ hours for the day.
- 213. Operators will be notified at least one week prior to their scheduled shift on the CTrain.

The CTrain rates will apply when the operators are activated on CTrain.

Signed this	_ day of _		, 201 9 .
FOR THE CORPORATION THE CITY OF CALGARY		FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relation		President/Business Agent	

- 31. Renew Letter of Understanding #18
- 32. Renew Letter of Understanding #20

33. Revise Letter of Understanding #21 as follows:

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Community Shuttle Sign-Up

Community Shuttle Operators shall select their assignments on the posted Sign-up sheet or to sign on the spare board in order of seniority, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An operator shall make his or her choice of assignments known to the Sign-up Clerk as per the Community Shuttle Selection Process. The City agrees to pay the full costs of the Union Representative(s) at the Community Shuttle rate of pay, who shall be available to assist Operators in the Sign-up. The Union Representative(s) shall be paid straight time to a maximum of 8 hours per day and overtime rates for any additional hours.

If a Permanent Full-Time Operator fails to Sign-up, the Schedules Supervisor or designated person shall make a choice for the Operator and the Operator shall work the selection so chosen until the next Sign-up.

Should any other If an operator fails to Sign-up or makes a choice, they will be placed on the spare board and all applicable rules shall apply.

The City and the Union agree, during the term of this collective agreement, to review technological alternatives that would assist Community Shuttle operators with the sign-up process.

Signed this d	ay of	, 201 9
FOR THE CORPORATION (THE CITY OF CALGARY	OF FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION	
Manager, Labour Relations	President/Business Agent	

34. Create a new Letter of Understanding as follows:

Letter #XX

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Calgary Transit Fleet Maintenance Sign Up

In the interest of clarity and expediency, if a large number of maintenance employees (10 or more) are required to move from existing locations/shifts for any reason (e.g. the opening of a new facility) then management, with the agreement of ATU Local 583, can undertake all employee moves via a sign-up process.

The sign up process will involve pre-defining all work shifts and locations and then allowing employees to bid for the position of their choice, in order of seniority.

Signed this day	of, 2019
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION
Manager, Labour Relations	President/Business Agent

35. Create a new Letter of Understanding as follows:

Letter #XX

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Accessible Transit and Work Stoppages

In the interest of providing necessary service to a vulnerable community without disruption, both parties agree to maintain an appropriate level of service in the event of a work stoppage. The parties agree to meet and discuss what level of service is required.

Signed this day	of, 2019
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION
Manager, Labour Relations	President/Business Agent

36. Create a new Letter of Understanding as follows:

Letter #XX

LETTER OF UNDERSTANDING BETWEEN THE CITY OF CALGARY AND THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 250 Section B – Ctrain Operator Working Conditions

Clause 251 – Sign-Up Article 251.01 (a)

In order to address potential issues with the new language in Article 251.01 being introduced in the midst of a pre-existing sign-up schedule, both parties agree to the following amended language for the first sentence of Article 251.01:

a) Effective **December 2019 Sign-up** CTrain Operators will commit for a thirty-six (36) month period, commencing with the March 2020 Sign-up.

This amendment, which speaks only to 2019, preserves the intent of Article 251.01 while addressing issues associated with the pre-existing sign-up schedule.

Signed this day o	of, 2019.
FOR THE CORPORATION OF THE CITY OF CALGARY	FOR LOCAL 583 OF THE AMALGAMATED TRANSIT UNION
Manager, Labour Relations	President/Business Agent



03/11/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: LOU #21 Community Shuttle Sign-Up

During the term of this collective agreement, The City and ATU Local 583 agree to allow for a formal perusal process in advance of the Community Shuttle Sign-Up. In addition to this, The City agrees to provide a second Union Representative on the 4th and 5th day of the sign-up process, with the potential to adjust or add days as necessary.

Sincerely,

Chris Jordan

Manager Service Design

Calgary Transit

T 403.537.7730 | Mail code #166

cc: Rob Beatt, Labour Relations, #8107LR

Paula Bernat, Calgary Transit Operations #166VP



4/3/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Bicycle Storage at Calgary Transit Facilities

During collective bargaining several discussions were held in regard to safe storage of bicycles at Calgary Transit facilities. Calgary Transit recognizes the importance of this issue and is willing to implement bicycle storage areas over time as budget allows. Calgary Transit will survey the employees to determine which facility has the greatest demand and will develop a plan to implement facilities according to that demand and available budget.

Sincerely,

Russell Davies
Manager, Transit Fleet
Calgary Transit
T 403.537.3101 | Mail code #166

cc: Rob Beatt, Labour Relations, #8107LR
Paula Bernat, Calgary Transit Operations #166VP

The City of Calgary | P.O. Box 2100 Stn. M | Calgary, AB, Canada T2P 2M5 | calgary.ca



4/3/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Noted Scheduling Concerns

During the term of this collective agreement, The City and ATU Local 583 agree to meet to investigate issues and concerns regarding recovery time in schedules, break time and consistency among routes. The members from the City will include: the Coordinator, Dispatch, the Coordinator, Scheduling and the Coordinator, Operations Control Centre. Recommendations resulting from this committee will be provided to the Manager, Service Design who will retain final decision making authority. Any changes resulting from these meetings will be communicated to operators through available media.

Sincerely,

Chris Jordan
Manager Service Design
Calgary Transit
T 403.537.7730 | Mail code #166

cc: Rob Beatt, Labour Relations, #8107LR
Paula Bernat, Calgary Transit Operations #166VP

The City of Calgary | P.O. Box 2100 Stn. M | Calgary, AB, Canada T2P 2M5 | calgary.ca



05/24/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Use of On-Board Cameras for Disciplinary Purposes

This letter is to clarify Calgary Transit's intent with respect to the use of on-board cameras and Performance Management.

- Management has no intent of randomly monitoring on-board video feeds to address performance issues.
- Management will not be performing "targeted surveillance" on specific employees as a means of performance management.
- If Management has cause (including but not limited to incidents, collisions, Service Reports etc,) to believe that a violation of policy or procedure may have taken place, on-board camera footage will be utilized as an investigatory tool and may be used in a disciplinary proceeding.
- If, during an investigation into matters not related to employee performance, Management
 inadvertently uncovers a violation of policy or procedure, Management reserves the right to use this
 information as part of an investigation.

Sincerely,

Paula Bernat
Manager of Operations
Calgary Transit
T 403.268.1914 | Mail code #166

Cc: Rob Beatt, Labour Relations #8107LR

The City of Calgary | P.O. Box 2100 Stn. M | Calgary, AB, Canada T2P 2M5 | calgary.ca



5/24/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Garage Selection

During the term of this collective agreement, The City and ATU Local 583 agree to meet to investigate alternative ways for Transit Operators to indicate garage preferences. The opening of Stoney Transit Facility in north Calgary and the implications to the past practice of having operators indicate their "least preferred" garage led The City to request operators to indicate their garage preference in order of priority (e.g. 1st, 2nd, 3rd and 4th) as a pilot initiative. Both parties recognize there are pros and cons to this approach and the alternatives. Both parties agree to form a committee including Coordinator of Dispatch, Senior Scheduler Operator Assignments, and Manager of Service Design to review alternatives. The committee will also review LRT garage/quadrant preferences.

Sincerely,

Chris Jordan

Manager Service Design

Calgary Transit

T 403.537.7730 | Mail code #166

cc: Rob Beatt, Labour Relations, #8107LR

Paula Bernat, Calgary Transit Operations #166VP

The City of Calgary | P.O. Box 2100 Stn. M | Calgary, AB, Canada T2P 2M5 | calgary.ca



7/26/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Community Shuttle Weekly Bid Pilot

During the term of this collective agreement, The City and ATU Local 583 agree to form a committee to meet to investigate the feasibility of weekly bids on Community Shuttle full-time vacation runs. The committee will include the Coordinator, Dispatch. The goal of the committee's work would be to implement, monitor and evaluate the effectiveness/efficiency of a pilot project whereby Community Shuttle full-time vacation runs are put up for bid on a weekly basis to Spare Community Shuttle Operators.

Sincerely,

Chris Jordan

Manager Service Design

Calgary Transit

T 403.537.7730 | Mail code #166

cc: Shanna Jaap, Labour Relations, #8107LR



7/30/2019

Rick Ratcliff
President/Business Agent, ATU Local 583
5325 – 1A Street SW
Calgary, AB T2H0E5

Dear Rick:

Letter of Intent Re: Eligibility of MEBAC benefits for Casual (Temporary) Accessible Transit Operators

During the term of this collective agreement, The City and ATU Local 583 agree to approach MEBAC for an interpretation of benefit eligibility for employees covered under 875 Section H of the Collective Bargaining Agreement.

Sincerely,

Shanna Jaap Leader, Labour Relations Human Resources T 403.268.1085 | Mail code #8107LR

PART C- MONETARY

Wages

- 0% effective January 6, 2018
- 0% effective December 24, 2018
- 1.5% effective December 23, 2019

<u>Term</u>

Term January 06, 2018 - January 3, 2021

Signed the	day of	2019

FOR THE CORPORATION OF THE COTY OF CALGARY	FOR ATU LOCAL 583
The state of the s	Marin
Misty Jol	doing
Low Show	the offer