

COLLECTIVE AGREEMENT

BETWEEN

PWTRANSIT (ARIDRIE, AB)

AND

**THE AMALGAMATED TRANSIT UNION LOCAL 987
(LETHBRIDGE, AB.)**

May 4, 2021 – July 31, 2025

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1.0 Scope and Definition

- 1.01 PWTransit (Airdrie) (hereinafter referred to as the "Company") recognizes the Amalgamated Transit Union Local 987 (hereinafter referred to as the "Union") for the duration of this Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages and other conditions of employment on behalf of employees of the Company as set out in Certificate No. C1787-2020 of the Alberta Labour Relations Board dated March 9, 2020 and as the certificate may be amended from time to time.
- 1.02 Union – means Amalgamated Transit Union Local 987 and their authorized representatives.
- 1.03 Company – means PWTransit (Airdrie)
- 1.04 Meeting – means an in person, conference call or virtual meeting.
- 1.05 Grievance - shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this agreement.
- 1.06 Employee – means a person employed by PWTransit in Airdrie, AB., covered by this Collective Agreement.
- 1.07 Working days – it is understood that where working days are referred to in this agreement, it means Monday to Friday.
- 1.08 Business of the Union – means all issues and required actions relating to the administration of the Local By-laws and ATU Constitution and general laws, this includes conferences, education, and training.
- 1.09 Regular rate of pay – when used in this agreement will mean the rate of pay assigned to an employee of a position, specified for in Appendix 1 – scheduled wages in this agreement.
- 1.10 REGULAR FULL-TIME EMPLOYEE - Regular full-time employee shall mean an employee employed to meet ongoing operational requirements and is guaranteed to work thirty-two (32) hours or more per week and who has passed the probationary period. They shall not be scheduled for less than four (4) hours work per day.
- 1.11 REGULAR PART-TIME EMPLOYEE - Regular part-time employee shall mean an employee hired to work on a partial day or partial weekly basis normally consisting of twenty (20) hours or more per week and who has passed the probationary period. They shall not be scheduled not be scheduled for less than three (3) hours work per day.

The employer agrees to make every effort to ensure part time schedules are created with a minimum of twenty (20) hours per week, but nothing herein constitutes a guarantee of hours to be worked or paid for regular part-time employees.

2.0 Term and Effect of Agreement

2.01 Term

This agreement shall commence May 4, 2021 and shall remain in full force until July 31, 2025.

2.02 Notice To Commence Collective Bargaining

Either party wishing to amend this Agreement must give notice in writing of its intention not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of this Agreement.

2.03 Commencement of Collective Bargaining

Unless otherwise agreed to by the parties to this Collective Agreement, negotiations pertaining to any proposed changes to the Collective Agreement must be commenced within thirty (30) calendar days of the issuance of written notice to collectively bargain, as outlined in section 60(1) of the Alberta Labour Relations Code.

3.0 Failure to Make a New Agreement

3.01 In the event that notice to amend the Collective Agreement has been given pursuant to Article 2.02 and a renewal agreement is not reached prior to the current expiry date, all the terms and conditions of this Collective Agreement in accordance with the Alberta Labour Relations Code Division 21 (130) will remain in full force and effect until such time as a renewal agreement is agreed upon or a strike or lockout occurs.

3.02 In the event that notice to amend the Collective Agreement is not given pursuant to Article 2.02, this Agreement will continue to be in full force and effect from year to year thereafter.

3.03 In the event that the parties are unable to agree on a renewal collective agreement, the issues in dispute shall be submitted to a mediator as provided for in the Alberta Labour Relations Code section 65, prior to the commencement of a strike or lockout action.

3.04 The Company and the Union agree that there will be no strike or lockout as defined in the Alberta Labour Relations Code during the term of the Agreement.

3.05 This Agreement is subject to ratification and is effective on the first of the month following ratification, unless otherwise set out in the Letter of Settlement.

4.0 Management Rights

- 4.01 The Union recognizes that it is the function of the PWTransit to exercise the regular and customary function of management and to direct the working forces of the PWTransit, with acknowledgment of the terms of this agreement.
- 4.02 The Union recognizes that the Company has sole authority to manage its affairs, including the right to hire, to classify, to pay the wages of employees within the terms of Salary Schedule A hereinafter referred to, promote, and to suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to re-organize, close, disband any part of the operations as circumstances and necessity may require, subject to the right of any employee concerned to file a grievance in the manner and to the extent hereinafter provided.
- 4.03 Persons not covered by this agreement shall not perform any work covered by this Agreement unless:
- (a) Except for training, road testing, unanticipated workload,
 - (b) absence of sufficient numbers of qualified bargaining unit employees or other conditions beyond the control of the Company,

5.0 Union Rights

- 5.01 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories:
- (a) All employees for whom the Union has bargaining authority under this Agreement.
 - (b) All new employees under this Agreement, as of their first complete pay period following commencement of employment.
- 5.02 No employee covered by this agreement without consultation with the Union Executive shall request to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions of work during the term of this agreement, except if specifically provided for in this agreement.
- 5.03 The Union shall list current appointments for the ATU Executive and shop stewards with the Transit Manager.
- 5.04 The Company shall provide bulletin boards in the facility for official and legitimate Union use.

6.0 Dues Check Off

- 6.01 Dues or sums in lieu so deducted from salaries shall be paid forwarded monthly to the Union within fifteen (15) calendar days following completion of the last payroll period in the calendar month, remittance to be supported by a list of employees and the amount deducted on each person's behalf.

6.02 The Union shall provide PWTransit with written notification of any alteration of the dues structure at least thirty (30) calendar days in advance and implementation shall be within the said thirty (30) days' notice.

7.0 Grievance Procedure

7.01 The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the first line out-of-scope supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

7.02 Discussion Grievance Process

The Company and the Union agree that prior to a formal written grievance being filed by either party, the party intending to file the grievance will first meet with the first line out-of-scope supervisor of the Company with the intent to try and resolve the pending grievance. The Company representative will have ten (10) working days from that meeting date to respond to the grievance in writing.

If after the meeting to try and resolve the grievance the parties are unable to reach an agreed to resolution to the matter, then a formal written grievance may be filed.

7.03 Written Grievance Procedure

Grievances shall be in writing, must identify the specific clauses of this agreement, provincial or federal legislation and/or Company policies that are being violated. Provide details in writing specific to the violation and outline a remedy to resolve the grievance resulting from the breach of this Agreement.

Written grievances shall be dealt with in the following manner without stoppage of work.

STEP 1 Within ten (10) working days of the receipt of the decision from the discussion level, the Union will advance the grievance to the appropriate Manager.

STEP 2 The grievance shall be taken up with the appropriate Manager within ten (10) days of receipt of the grievance. The Manager will have ten (10) days from the meeting with the Union to issue a decision.

STEP 3 A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of decision at Step 2, or from the expiry of the time limits at Step 2, whichever is the earlier. Within seven (7) working days of receipt of such written notice each

party shall appoint a nominee. The nominees selected shall, within seven (7) working days of the appointment of the Company's nominee, shall appoint an arbitrator. If the two nominees fail to agree on the appointment of a single arbitrator within fourteen (14) calendar days, the appointment shall be made through the relevant provisions of the Alberta Labour Relations Code upon the request of either party.

- 7.04 The parties may agree to have the matter heard by a single arbitrator. If the parties agree to a single arbitrator, the arbitrator will be selected from the following list:

Union List – Allan Ponak, Tom Jolliffe and Lyle Kanee

PWTransit List – John Moreau, David Tettensor and David Jones

- 7.05 EXTENSION OF TIME LIMITS - Time limitations set out in this may be extended by mutual agreement between the parties, and must be in writing, provided that requests for extension are made prior to the expiry of the time limitation.

- 7.06 TIME LIMIT – The time limits in the grievance procedure are mandatory and no grievance shall be considered which is not presented within the time limits set forth herein. A grievance not initiated or advanced within the time limits shall be deemed abandoned, and all rights of recourse to the grievance and in an arbitration, procedure shall be at an end.

8.0 Mediation

- 8.01 A. The parties may mutually agree to involve a mediator at any stage of the Grievance process. In the interest of neutrality, any costs incurred for the mediator will be cost shared by the parties. If either party is dissatisfied with the resolve proposed by the mediator, the parties may proceed to the arbitration process as outlined in article XXX.

Mediator selection process:

- 1) ATU Local 987 and PW Transit are to each submit three (3) names of mediators to the other party for selection.
- 2) Failing mutual agreement, the parties agree to each submit two (2) names to Alberta Government Mediation services requesting Mediation services to provide final selection.

B. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Grievance process. Such agreements shall be confirmed in writing.

- 8.02 The Arbitration Board under Article 7 (Step 3) shall not have authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board

shall have the power to award a penalty or amend a penalty imposed by the Company.

8.03 The decision of the Board or a majority of the arbitrators shall be final and binding upon the parties hereto and upon any employee or employees concerned. If there is no decision by a majority of the Board, then the decision of the Chairperson shall be similarly final and binding.

8.04 No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to its nominee and for one-half of the expenses and/or fees payable to the Chairperson of the Board.

9.0 Discrimination

9.01 The Company will not discriminate in its hiring and employment practices against persons in accordance with the *Alberta Human Rights Act*, RSA 2000, c-A-25.5, as amended.

9.02 The Union will not discriminate in its practices against persons in accordance with the *Alberta Human Rights Act*, RSA 2000, c-A-25.5, as amended.

10.0 Health and Safety

10.01 The Company and the Union recognize an employees' right to working conditions which show respect for their health, safety and physical well-being.

10.02 The Employer and the Union mutually agree to maintain a joint Occupational Health and Safety Committee as outlined in the Alberta Occupational Health and Safety Act.

10.03 The parties agree that Rules and Regulations as well as safety regulations are necessary and may be prescribed from time to time by the PWTransit.

10.04 The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

11.0 Pay Days

11.01 Wages shall be paid every second Friday. If the Friday falls on a holiday, payment shall be made the previous workday. Cut-off for a pay period is midnight the Saturday proceeding the Friday pay day.

12.0 Seniority

12.01 Seniority commences at date of hire with the Company and is only interrupted in accordance with Article xx-(b)-In the event of a common seniority date occurring

in any competition, the tie will be broken based on random draw. An Arbitrator referred to in Article X hereof or such other appropriate authority shall have the power to reinstate service forfeited due to termination of employment.

- 12.02 An Employee shall lose his seniority if he/she:
- i. Retires;
 - ii. Resigns;
 - iii. Is terminated in accordance with 15.03;
 - iv. Is discharged for just cause; or
 - v. Fails to report for two (2) consecutive shifts without direct notification to the Company unless such notification was not reasonably possible.
- Nothing in this clause shall restrict the right of the Company to discharge an employee who is AWOL.
- 12.03 The Company will maintain separate seniority lists for full-time and part-time employees. The seniority lists and classifications as of date of ratification is established in schedule "A".
- 12.04 The Company agrees to post seniority lists on a quarterly basis. The seniority lists shall contain the first and last names of all the bargaining unit members, their classification and start date, to be listed in order of seniority.
- 12.05 Any employee wishing to protest their seniority must do so in writing and submit it to the Union Steward or Union Representative within thirty (30) calendar days of the posting of the lists.

13.0 Movement within Full time and part time classifications

- 13.01 Transfer between Driver Categories (Full-Time or Part-time) shall only be permissible when driver position vacancies occur or where expansion or reduction to service, results in an increased or decreased number of positions within that category.
- 13.02 If a Part-time Employee wishes to become a Full-time Employee, and the Company requires a Full-time Employee, they would establish seniority at the bottom of the Full-time Seniority list.
- a) Part time employees transferring to a Full-Time position will become eligible for all Full-Time benefits as identified in the CBA.
- 13.03 If a Full-time Employee wishes to become a Part-time Employee, and the Company requires a Part-time Employee, they would establish seniority at the bottom of the Part-time Seniority list.

14.0 Vacancy

14.01 In the event a vacant position(s), permanent or temporary, is created within the Bargaining Unit, the Company will post such new posting(s) for a period of five (5) working days in order to allow Bargaining Unit Employees to apply.

a.) The qualified Full-time employee from the Bargaining Unit with the most seniority that applies will be awarded the position.

b.) In the event no Full-time Employee applies for the new job posting, the most Senior qualified Part-time applicant would be awarded the posting.

c.) In the event no qualified Part-time Employee applies for the new job posting, the junior, qualified Part-time Employee would be required to fill the position until the next bid opportunity.

15.0 Probation

15.01 Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the position and the employee shall be entitled to all rights and privileges of this Agreement.

15.02 A newly hired employee shall be on probation for the employee's first ninety (90) days worked or seven hundred twenty hours (720), whichever occurs first. The probationary period may be extended by up to a maximum of and additional ninety (90) days or seven hundred and twenty (720) hours with agreement between the Union and the Company.

15.03 The Manager may terminate the employee's employment at any time during the probationary period without notice and without recourse to the grievance procedure where, in the sole judgment of the Manager, the employee is determined to be unsuitable for employment with the Employer.

16.0 Layoff and Recall

16.01 In the event of a lay-off, the Company shall, retain the full-time employees subject to their qualifications and seniority. In the event there are not enough full-time positions available, full-time employees will move to the part-time seniority list and be able to bid for available work, subject to their qualifications and seniority.

16.02 The least senior employees will be laid off as per employer date of hire.

16.03 Employees who have been laid off in accordance with the above provision will be returned to work in line of seniority in which they were laid off provided they are qualified and willing to do the work available.

- 16.04 When an employee is to be recalled to work, the Company will attempt to contact the employee by telephone and email. If telephone and/or email contact is not made before 5:00pm the same day, then a Recall Notice will be sent by registered mail to the Employee's last known address. It shall be the responsibility of the Employee to keep the Company informed of their current address, telephone number and email address. If the Employee does not respond in person or by telephone or email to the appropriate Manager within seven (7) calendar days of the Recall Notice being mailed, the Employee will lose their recall rights and employment will terminate.
- 16.05 Employees, by seniority will have the option to take a voluntary layoff with a recall date. An employee has a right to that recall date, provided work is available.
- 16.06 Employees on lay-off will maintain their official employment start date and have recall rights for six (6) months after which their employment will be deemed to be terminated.

17.0 Working Hours

- 17.01 An employee work week will be Sunday to Saturday. No employee shall be required to work more than five (5) days in a seven-day period.
- 17.02 An employee's hours of work shall be computed from the time they are scheduled to report to the Transit building or approved work site and continue until they have completed their scheduled hours of work for the day.
- 17.03 (a) The maximum numbers of hours that can be worked per day by any employee is twelve (12) hours in thirteen (13) hour period, unless otherwise specified in this agreement.
- (b) Every effort will be made by the Employer to ensure shifts are completed within the thirteen (13) hours spread. In the event there is an operational need to exceed the thirteen (13) hours spread, the Employer agrees to notify the Union.
- (c) Employees shall not commence a work shift unless they have been off duty for at least eight (8) consecutive hours immediately prior to commencing a work shift.
- 17.04 Unless otherwise specified in this Collective Agreement call-out pay for employees will be a minimum of two (2) hours.

18.0 Shift Trades

Employees will be allowed to perform trading or switching of shifts with management approval. Overtime shall not be paid as a result of a shift trade or switching shifts.

19.0 Overtime

- 19.01 Overtime pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay shall be paid to the employee for hours worked in excess of forty (40) hours per work week.
- 19.02 No employee shall be required to take time off in lieu of overtime worked.
- 19.03 No employee shall be required to work overtime against their wishes. In the event that operators do not accept overtime the work will be assigned to the most junior qualified operator.
- 19.04 Any unassigned work or extra work that becomes available, other than an extension to a shift, shall be offered subject to ability, qualifications, and seniority, to those employees regularly scheduled less than thirty-two (32) hours per week.

20.0 Training

- 20.01 All Employees hired after date of ratification shall be trained on all types of transit vehicles operated by PWTransit.
- 20.02 Employees who have been designated to train new Transit Operators will receive one dollar (\$1.00) per hour in addition to their regular hourly rate of pay for all time spent training the new employee.
- 20.03 New employees who undergo training will be paid ninety percent 90% of the regular hourly rate of pay for the classification for which they have been hired.
- 20.04 Where PWTransit requires an employee to attend at a course on their off days they shall be paid as regular rate up to forty hours (40) per week; these shall not be deducted from their regularly scheduled hours of work or shift.
- 20.05 Where PWTransit requires an employee to attend a course which falls between their regularly scheduled hours of work they shall be paid at 100% of the appropriate rate of pay for all hours and these hours shall not be deducted from their regularly scheduled hours of work or shift worked.

21.0 General Holiday Pay

- 21.01 An employee who is entitled to holiday pay pursuant to the *Employment Standards Code of Alberta*, shall be entitled to the following statutory holidays with pay at regular straight time hourly rates:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day

21.02 If an employee works on a general holiday, the employee shall receive one and one-half (1 ½ x) their regular hourly rate of pay for hours worked that day.

22.0 Vacation Pay

22.01 (a) All full time and part time employees, while remaining in the continuous regular employment of PWTransit, shall be entitled to annual vacation leave with pay.

(b) The employer agrees to pay vacation earnings at the time of vacation.

In the second calendar year, the employee shall receive two weeks' vacation. (4% of gross earnings)

In the third and each subsequent calendar year, the employee shall receive three (3) weeks' vacation. (6% of gross earnings)

22.02 Vacations to be arranged as follows:

(a) Annual vacation must always start on Sunday as day #1.

(b) A minimum of one (1) Operators at a time will be allowed annual vacation from January to the end of December.

(c) The Employer will post the annual vacation sign-up, signing schedule and a copy of the previous year's signing schedule for each division no later than October 1st with the signing to be complete by November 31st. The employees will sign according to their scheduled date and time. If they fail to do so, the next person on the list may sign.

22.03 When an employee has signed for their vacation period and is on their vacation, they shall not be canceled except in case of extreme emergency.

22.04 (a) Vacation time shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of vacation period.

(b) If an employee is absent on sick leave immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if work arrangements permit.

(c) If it is not mutually agreeable to reschedule a vacation, then the employee shall receive pay in lieu of the vacation in addition to any sickness protection benefits which may apply in his/her case.

(c) In order to qualify for sickness protection benefits in addition to vacation pay an employee must present a medical certificate.

23.0 Additional Reporting, Travel Time and Fueling Pay

23.01 Reporting Allowance

A twenty (20) minute report time will be paid to each Operator for each day worked. The initial report time will be for completion of items such as, but not limited to: checking the bulletin boards, work and/or bus assignment, start and perform a pretrip on the bus, proceeding to their route starting point etc.

A ten (10) minute report time will be paid to each Operator who commencing a work shift but is not required to perform a pretrip at the Transit barns.

23.02 Travel Time (non-fueling)

Operators returning from a designated mini terminal at the conclusion of a shift will be allowed ten (10) minutes travel time to the Transit building when not required to fuel a bus.

23.03 Travel Time (Bus Fueling)

All operators who are responsible for fueling buses at the completion of a shift, will be compensated twenty (20) minutes for fueling and traveling to the Transit Barns.

24.0 Sick Day Documentation

24.01 Management may request medical documentation verifying the illness. Any costs incurred by the employee to obtain the medical documentation will be offset by up to twenty (\$20.00) per note by the employer. Failure by the employee to provide medical documentation as requested by management may result in the employee losing entitlement to pay for the absence.

25.0 Bereavement Leave

25.01 After ninety (90) days of service, leave of absence **with pay** for up to three (3) days (22.5 hours) shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three (3) day (or twenty-two and a half (22.5) hours) limit to five (5) days (or thirty-seven and a half (37.5) hours). Immediate family shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse, daughter, son, sister and brother, or any equivalent relationship.

25.02 After ninety (90) days of service a leave of absence **without pay** up to three (3) days (or twenty-two and a half (22.5) hours) shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her extended family. Extended family shall be defined to include only the employee's grandmother, grandfather, spouse's grandparents, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any relative of the employee who resides permanently with the employee or who the employee permanent resides with, or any equivalent relationship.

26.0 Leave of Absence

- 26.01 Employees may be granted a leave of absence without pay and without loss of seniority, for personal reasons, subject to operational requirements, but at no point will more than one (1) employee be granted a leave of absence at the same time. Such leave shall be requested in writing, to the General Manager at least three (3) weeks prior to the beginning of the requested leave.
- 26.02 Any employee on leave of absence who does not return and report for work on the day following completion of their leave of absence shall be subject to discipline up to and including discharge, unless the Employee has a satisfactory reason acceptable to the Company for such absence.
- 26.03 Any leave or extension thereof obtained under false pretenses shall be subject to disciplinary action up to and including termination of employment.
- 26.04 Employees working in other occupations while off sick or on WCB shall require approval by the Employer.
- 26.05 An employee who has been granted a leave of absence of any kind, for any period, is responsible for benefit premiums during the period of leave.
- 26.06 Leave of Absence due to Injury or Illness
The Employer reserves the right to obtain an independent medical assessment with respect to absences that are as a result of injury or illness, provided it be at the expense of the Employer.
- 26.07 Union Leave
- (a) Subject to the operational requirements, the Company shall provide leave of absence without pay for one (1) bargaining unit employee to attend negotiations.
- (b) Subject to operational requirements, leaves of absence shall also be granted to employees, elected officers and delegates to attend to the business of the Union, provided three (3) weeks notice is provided to the General Manager. No employee, elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within a month of its occurrence.
- (d) No employee representative appointed or elected by the Union's members for the purpose of attending grievance or disciplinary meetings or other meetings provided for under this Agreement shall suffer any loss or interruption of pay, benefits, service or seniority while attending such meetings.
- 26.08 Union Leave – External Position
- (a) Any employee who is elected or appointed to the International/National

office of the Amalgamated Transit Union or to the office of an organization which the Union is affiliated with which requires an extended leave of absence from employment with PWTransit, shall during this leave of absence retain and accrue seniority. Such request for leave must be made four (4) weeks prior to the leave.

(b) Such leave will be reviewed for any necessary changes to the terms between the Employer and the Union, and may be renewed each term, on request, during their term of office. The Extended Leave of Absence will be without pay and will not be eligible for benefits.

(c) Prior to the end of the leave of absence, should the employee decide to return to PWTransit, the employee may return to their previous position by exercising their seniority right. The employee will assume a vacant position, or should no vacant position be available, a position will be made available by laying off the junior employee employed in the position as per the seniority clauses in the Collective Agreement. The employee must qualify for all terms and conditions of the position prior to being reinstated. Once reinstated, the employee will be provided any internal training, as determined by management, required to perform their position upon their return.

27.0 Employment Standards

27.01 Unless otherwise specified in the Collective Agreement, employees are entitled to the following leave of absences as outlined in the *Alberta Employment Standards Code*.

- 1) Maternity and Parental Leave – Division 7
- 2) Reservist Leave – Division 7.1
- 3) Compassionate Care Leave – Division 7.2
- 4) Death and disappearance of a Child Leave – Division 7.3
- 5) Critical Illness of Child Leave – Division 7.4
- 6) Long-term Illness and Injury Leave – Division 7.5
- 7) Other Leaves (Domestic Violence, Personal and Family Responsibility Leave, Bereavement Leave, Leave for Citizen Ceremony) – Division 7.6

The employer agrees to provide access to the employment standards code at the workplace.

28.0 Complaints and Disciplinary Action

28.01 (a) The Employer may discipline an employee for just cause.
(b) All notices of discipline shall be copied to the Union.
(c) The Company will not utilize letters of reprimand to escalate discipline if, an employee has not received discipline for a period of 18 months of active employment.

28.02 Employees called in by Management or their designate to discuss collisions, incidents, issues or complaints against the employee with respect to their duties

as an employee of the PWTransit shall be paid for all time involved including time spent filling out any required report forms.

A minimum of two (2) hours at the applicable rate of pay will be paid if the employee is called in on their day off.

- 28.03 The Employer shall impose discipline (if required) within fourteen (14) working days from the date the Employer becomes aware of the misconduct, or, where an investigation is necessary, the Employer will be granted an additional fourteen (14) working days to impose discipline (if required). The parties agree to extend the timelines in the event an employee is not available or in the event of extenuating circumstances.
- 28.04 It is understood that when any disciplinary penalty is to be given to any employee covered by this agreement, the employee concerned is not required to answer to the charges without a Union representative present, if the said employee so desires. If a formal grievance may result or is presented, the rules as outlined in the grievance procedure apply.
- 28.05 Employees shall have the right to see their personal file in the presence of Management.
- (a) The employee must make previous arrangements to review their personal file at a mutually agreeable time.
- (b) The employee must sign a form that they reviewed their personal file and the date indicated.

29.0 Clothing

29.01 Transit Operations Employees

- (a) The standard uniform issue for Transit Operators will be as follows:
- 5 pairs of pants
 - 7 shirts (Employee may select long sleeve and/or short sleeve or golf shirts)
 - 1 3-season jacket
 - 1 baseball cap (optional)
 - 1 toque (optional)
- (b) Newly hired Transit Operators will be supplied with the full standard uniform issue upon commencement of their employment with the Employer. The cost of uniforms and the replacement of uniforms as a result of normal wear and tear will be at expense of the Employer.
- (c) Cleaning of the uniform will be at the employer's expense.

29.02 Upon termination of employment, employees must return all items issued as part of the standard uniform. Failure to return all items will result in three hundred and fifty dollars (\$350) being withheld from employee's final pay.

30.0 Bidding on Runs

30.01 All bid work / runs will be posted for sign-up two times (2x) per calendar year.

30.02 All available runs shall be posted a minimum of three (3) calendar days prior to bid sign up. Bid sign up shall be scheduled to commence a minimum of seven (7) days prior to the commencement of the new schedules.

30.03 An employee seniority list and signing schedule, stating the time and date for each employee to sign will be developed and posted at the same time as the signup is posted.

30.04 Employees will select and sign for their run, in order of the seniority list for their classification and in accordance with the posted signing schedule.

30.05 If an employee is unavailable to sign on their scheduled date and time, they will be required to either call in during their scheduled date and time, or leave their choices, in writing with the Company prior to their being away. Failure to select and sign for their run will result in a representative of the Union selecting for the employee. The employee concerned shall be bound by the run selected until the next sign-up.

30.06 When an employee changes their working schedule because of a new sign up, their work week will commence on the date the sign up goes into effect and pay and hours of work and their days of work will start from the date the new sign up goes into effect. At no time, will overtime be paid as a result of an employee choosing a new work schedule.

30.07 Vacant Shifts

In the event that a shift becomes vacant (for fourteen (14) days or more), all employees junior to the vacant shift will have the opportunity to bid as per Article xx. When the employee returns, they will be assigned a vacant shift (within their classification) until the next bid.

30.08 Statutory Holiday

If a statutory holiday falls on an employee's regularly scheduled run, they have the option to work the available shift or decline the available shift. If an employee who is regularly scheduled to work on the statutory holiday declines to work the available shift, it will be offered by seniority.

31.0 Transportation

31.01 Rides will be provided for Operators who are relieving routes, to and from the Transit Garage upon commencement and completion of work assignments.

Appendix A Wage Rates:

Classification	Wage Rate		1.0 %	1.25%	1.50%
		01-Aug-21	01-Aug-22	23-Aug-23	24-Aug-24
Transit Operator	Conventional	\$26.00	\$26.26	\$26.59	\$26.99
	Crestline	\$23.00	\$23.23	\$23.52	\$23.87

Appendix "B"

Benefits

The Employer shall continue its current Benefit Plan. Should changes become necessary during the duration of the Collective Agreement, the Employer shall give advance notice to the Union at least one (1) month prior to any changes being made. Should notice be given to the Union, by the Employer, the Employer and the Union shall meet to discuss such changes. Any such changes shall be at equal or greater value.

Registered Retirement Savings Plan

- a. All Full-time Employees of PWT will be eligible to participate in a Registered Retirement Savings Plan after successfully completing the probationary period.
- b. Participation in the plan is voluntary for the employee; however, the Employer will contribute an amount of two percent (2%) of the employee's gross annual earnings to an RRSP plan. The Employer contribution to the RRSP plan, for employees who do not participate in the plan, will commence January 1, 2023.

Letter of Understanding #1

Amalgamated Transit Union Local 987

And

PW Transit

Management Rights

The Union recognizes that any current, ongoing, or past practice, policy and/or benefit shall not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the Company may reorganize its businesses and practices in order to remain productive and competitive.

Further, if there are any changes to the above, the Union will be consulted and a reason(s) for the change will be provided prior to implementation.

The statements above would not prevent any practices from establishing from date of ratification.

Agreed to and signed May 24, 2020

Letter of Understanding #2

Amalgamated Transit Union Local 987

And

PW Transit

Joint Labour Management Committee

The committee shall be established within 30 days after ratification and shall meet a minimum of four (4) times per calendar year. Any additional meetings must be mutually agreed upon. The parties may decide to "waive" a meeting if mutually agreed.

At the first Joint Labour Management Committee meeting, the Committee will establish a *Terms of Reference Document* that will outline the following:

- Agenda design and distribution
- Taking and distributing minutes
- Responsibilities of Chair/Co-Chair
- Parameters of grievance discussions
- Dealing with "walk-on" items
- Any other applicable issues

The Union committee shall consist of the unit chair (or alternate) and the Union President and/or the National Representative. The Union President or National Representative may assign a designate to attend in their absence, but the designate cannot be another bargaining unit member. The Company representatives shall consist of the Operations Manager or designate and the Director of Maintenance or designate. The Company agrees to pay all lost wages for the bargaining committee members.

The purpose of this committee is to meet to build respectful labour relations, discuss workplace related issues and work towards problem solving the related issues (ie.) Working conditions, schedules, communications, service improvements, etc.

Dated, this 24 day of May, 2021.

Letter of Understanding #3

Amalgamated Transit Union Local 987

And

PW Transit

Vacation Rotation

Effective for the vacation year 2022, the Company and the Union agree to implement, on a trial basis, a vacation selection process as follows:

1. All Transit Operators will select and sign for their annual vacation subject to their seniority date. Vacation selection will commence with the first (1st) Transit Operator listed on the signing schedule and continue until all Transit Operators have made their selections.
2. Each subsequent year, the signing schedule will be adjusted. The top four (4) Transit Operators on the signing schedule from the previous year move to the bottom of the signing schedule, in reverse order. This rotation process will continue from year to year.
 - a) Transit operators who have retired, resigned or terminated their employment will be removed from the annual vacation sign up schedule, after the rotation has been completed.
 - b) All newly hired Transit Operators will be added to the signing schedule after the rotation and step (a) have been completed. New Operators will sign in order of hire date seniority.
3. Each year, the vacation sign up order will be signed off by the Parties to ensure the proper rotation has been completed, which will eliminate any grievances.
4. The Parties agree, to review the vacation selection process each year and address any issues that arise.

The Parties agree that this Letter of Understanding will remain in effect for the duration of the Collective Agreement.

Dated, this 24 day of May, 2021.

Letter of Understanding #4

Amalgamated Transit Union Local 987

And

PW Transit

Security Cameras, Mobile Data Terminals, and New Technology

(a) Security Cameras, Mobile Data Terminals and New Technology

1. The Employer and the Union believe that the installations of Security Systems, Mobile Data Terminals and New Technology are a critical measure in improving the safety of our employees, customers, and protection of company property and to meet and improve operations.
2. This shall confirm the Employer's intent that the use of Security Systems, Mobile Data Terminals and New Technology are for ensuring public safety, crime prevention, and for protection of its employees and assets and to review, meet and improve operations.
3. Where video evidence exists and is relied upon for discipline, a Union officer or their designate will be afforded the opportunity to review any such. It's understood that this protocol will not delay the investigatory process.
4. During the course of the investigation or during the operational review of data, if the issues or concerns are confirmed or new issues or concerns are uncovered, the Employer reserves the right to deal with those incidents as appropriate.

Dated, this 24 day of May, 2021.

Letter of Understanding #5

Amalgamated Transit Union Local 987

And

PW Transit

Part Time Complement

The Company shall endeavor to maintain a sixty percent (60%) full time to forty percent (40%) part time employee complement, subject to scheduled service requirements as dictated by the City Airdrie.

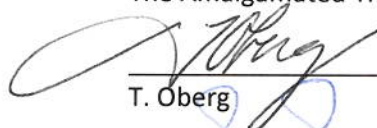
Full Time Drivers	Part Time Drivers
1. Chapman, Pat	8. Mclean, Thomas
2. Stolearcus, Ryan	9. McGuire, Robert
3. Dev, Kuldip	10. Harris, Beverly
4. Elson-Bennett, Joy	11. Bleile, Robert
5. Parks, Angeline	12. Iftikhar, Taimur
6. Zandbeek, Michelle	13. MacMurdo, John
7. Sidhu, Yashpreet (Jesse)	14. Kurshid, Samar
	15. Hauck, Vivian
	16. McMeeken, Kim

Signed at Airdrie, AB. this 24 day of MAY, 2021

PWTransit

The Amalgamated Transit Union Local 987

C. Ingebrigtsen



T. Oberg

B. Tracksell



S. Smith