**Presented: September 14, 2023, by The City of Calgary**

**MEMORANDUM OF SETTLEMENT # 7**

**BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION 583**

**(ATU 583)**

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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 effected as of the date of ratification by both parties.

The Undersigned representatives of the parties do hereby agree to recommend unanimous acceptance, to their respective principals, of the following changes to the **2018 - 2021** Collective Agreement between the above-noted parties.

**PART A – AGREED TO ITEMS**

Retirement Allowance Ending – At the combined Meeting of Council held on December 17, 2019 Council made the decision to end the Retirement Allowance which will go into effect on the date of ratification of a new collective agreement.

***Unfortunately, the previous City Council served legal notice in the form of an estoppel that they were discontinuing the vacation match payments upon reaching a memorandum of agreement in negotiations. We obtained a legal opinion on this and it was determined that we would not be successful challenging this decision in an arbitration. For numerous reasons we were not able to bring this into the collective agreement as hoped so we strongly advise anyone that wishes to access the vacation match that is eligible for a normal retirement to retire with your last day of active employment set for no later than September 24 2023. You would still be able to access and ride out all accrued vacation, overtime and vacation match for all those hours available to you. If the memorandum is accepted on September 25 and you are still active in the work place that entitlement will no longer be available to you.***

The parties agreed to the following:

Replacing all gender-specific language with gender-neutral language throughout the Collective Agreement.

***This statement is considered housekeeping.***

100 SECTION A – GENERAL

ARTICLE 101 Term of Agreement

101.01 This Agreement shall be in full force and effect as of the date of ratification by both parties and shall continue in full force and effect to ~~January 3, 2021~~ **December 31, 2023** and from year to year thereafter, except as hereinafter provided.

***The current agreement expired January 3, 2021. Due to COVID 19 and the ongoing attacks on us by the previous City Council, we made a decision to not begin negotiations until late March of 2022. The original proposals put forth by the City under the leadership of that City Council had a great deal of proposed cut backs and reductions in our working conditions. We focused on changing those members of City Council and once we began negotiations, we were able to push back on all those take aways.***

***This brings us to today and puts us in a position to accept this agreement without the take aways, add some measurable improvements between the pages, and in line with the other bargaining units, negotiate three years of retroactive wages****.*

***This contract will expire December 31, 2023 and once ratified we will reach out to the membership for a mandate to begin negotiations. We will serve the City with a notice to negotiate no later than November 1, 2023.***

ARTICLE 103 – DISCRIMINATION

103.01 The City shall not show discrimination against its employees because of race, religious beliefs, colour, gender, **gender expression**, gender identity, physical disability, age, martial 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.

***This item is considered housekeeping and brings us in line with***

***Human Rights legislation,***

ARTICLE 105 – CHECK OFF

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, **email address,** address and phone number.

***This item is considered housekeeping.***

ARTICLE 112 – MOVEMENT OF PERSONNEL

112 Movement of Personnel

112.01 Management reserves the right to determine if a vacant position is to be filled. Where it is determined that a vacant position will be filled, it shall be filled by employees within A.T.U. Local 583's bargaining unit where, in the opinion of management, such employees have the required qualifications and ability.

~~Applications for movement between Business Units into other positions within A.T.U. Local 583's bargaining unit will only be accepted on postings for established positions.~~

A copy of all postings shall be forwarded to the Union Office. The vacancy shall be posted for at least seven (7) calendar days. The internal postings shall include the location, shift and days off for the vacancy. Where it is more efficient, internal and external postings may be handled concurrently.

***This item has been on the table for many previous rounds of negotiations. It has prevented our members from moving from one business unit to another on limited term or temporary postings. It was used to hire outside applicants before considering current members. By removing the middle paragraph, our members will now have first rights to these positions when meeting the qualifications for the job*.**

112.10

a) Internal Recall Rights

These rights apply to displaced employees still working within the bargaining unit at the time of recall. The employee has up to ~~five (5) working~~ **seven (7) calendar** days from notification of internal recall to accept or reject recall, and up to twenty-one (21) calendar days from acceptance to start the work. A displaced employee who rejects internal recall, or accepts and then later rejects internal recall, or fails to advise The City within ~~five (5) working~~ **seven (7) calendar** days, will be considered to have forfeited internal recall rights.

~~For the purpose of this clause, working days shall be considered as the days in which The City's general offices are open to the public for the transaction of regular business.~~

***This change standardizes timelines for accepting postings regardless of the shift you are on.***

b) External Recall Rights

These rights apply to a laid off individual, or an employee who, at the time of recall, is working outside of the bargaining unit. Such individual will have up to fourteen (14) calendar days, from the date of mailing of the external recall notice, to accept or reject recall.  Upon acceptance, the individual will have up to twenty-eight (28) calendar days, commencing from the date of mailing of the external recall notice, to start the work. The individual who rejects external recall or fails to advise The City within fourteen (14) calendar days will be considered to have forfeited external recall rights.  If ~~unavailable for work, the~~ **an** individual **requests to defer their recall, the individual** will be **deemed to remain eligible for recall** ~~contacted later~~  provided that the applicable time frame outlined in Clause 112.09 (c) has not expired. **If such an individual is later recalled, their service and seniority will be adjusted as per Clause 112.09 (d).**  The individual is responsible to advise The City of any changes to their current address. **If the individual fails to notify The City of any contact information change, which results in the individual not receiving external recall notification, The City will consider the individual to have forfeited their recall rights.** Notice of recall will be dispatched by Priority Post (signature required).

***The previous language allowed employees on lay off to defer their recall if they preferred not to come back at the time of the recall offer. As long as they were recalled within the 12 month period they could accept a later recall. This meant that employees that came back and may have been on the job for several months would get bumped back by someone that came back several months after them. This change still allows employees to protect their options but recognizes the on the job service for those returning sooner.***

112.12 Should a permanent employee be appointed to an established position outside the bargaining unit but within The City Service, the employee may revert to the employee’s last established bargaining unit position from which a permanent appointment status had been achieved, retaining and accumulating seniority for the period worked up to six (6) calendar months and paying union dues for that period.

Should a permanent employee be appointed to a temporary position outside the bargaining unit but within The City Service, the employee may revert to the employee’s last established bargaining unit position from which a permanent appointment status had been achieved, retaining and accumulating seniority for the period worked up to twelve (12) calendar months and paying union dues for that period. The City may extend the twelve (12) month period with agreement from the union. Agreement shall not be **un**reasonably withheld.

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.

**d) As a result of pregnancy loss, a leave of absence with pay of seven (7) consecutive calendar days will be permitted. The employee will be paid for their normal working days during the leave period granted. Those eligible for the leave are:**

* **the person who was pregnant**
* **the spouse (including common law or same gender spouse) of the person who was pregnant**
* **any other person who would have been a parent of a child born as a result of the pregnancy (including adoptive or surrogate parents)**

**For clarity, “pregnancy loss” is defined as any situation where a pregnancy ends other than in a live birth.**

* **- - - - - - - - - - - - - - - - - - - -- - - - - - - - - - - - - - - - - - - -- - - - - - - - -- - - - - - - -**

***The changes in this article under 115.13 b) now recognizes the loss of a son in law and or daughter in law. The new section d) recognized the loss of an unborn child which is every bit as devastating as the previously recognized losses. The definition of pregnancy loss being other than a live birth determines other losses are covered under existing language.***

ARTICLE 116 – VACATIONS

116.01 All employees covered by this Agreement shall receive **vacation with pay as follows.** ~~two (2) weeks vacation with pay after one (1) years’ service, three (3) weeks with pay after two (2) years' service, four (4) weeks of pay after eight (8) years' service, five (5) weeks with pay after seventeen (17) years' service, six (6) weeks with pay after twenty-five (25) years' service and seven (7) weeks with pay after thirty (30) years' service. All 75-hour Transit Operators covered by this Agreement in Sections 200 and 250 shall receive seventy-five (75) hours vacation with pay after one (1) years’ service, one hundred and twelve and one-half (112.5) hours vacation with pay after two (2) years’ service, one hundred and fifty (150) hours vacation with pay after eight (8) years’ service, one hundred and eighty-seven and one-half (187.5) hours vacation with pay after seventeen (17) years’ service, two hundred and twenty-five (225) hours vacation with pay after twenty-five (25) years’ service and two hundred and sixty-two and onehalf (262.5) hours vacation with pay after thirty (30) years’ service. All Maintenance employees covered by this Agreement shall receive eighty (80) hours vacation with pay after one (1) years’ service, one hundred and twenty (120) hours vacation with pay after two (2) years’ service, one hundred and sixty (160) hours vacation with pay after eight (8) years’ service, two hundred (200) hours vacation with pay after seventeen (17) years’ service, two hundred and forty (240) hours vacation with pay after twenty-five (25) years’ service and two hundred and eighty (280) hours vacation with pay after thirty (30) years’ service. All Office employees covered by this Agreement in Section 500 shall receive seventy (70) hours vacation with pay after one (1) years’ service, one hundred and five (105) hours vacation with pay after two (2) years’ service, one hundred and forty (140) hours vacation with pay after eight (8) years’ service, one hundred and seventy-five (175) hours vacation with pay after seventeen (17) years’ service, two hundred and ten (210) hours vacation with pay after twenty-five (25) years’ service and two hundred and fortyfive (245) hours vacation with pay after thirty (30) years’ service.~~

|  |  |
| --- | --- |
|  | **Annual Vacation Entitlement** |
| **After 1 year** | **After 2 years** | **After 8 years** | **After 17 years** | **After 25 years** | **After 30 years** |
| **All ATU 583 Employees** | **2 weeks** | **3 weeks** | **4 weeks** | **5 weeks** | **6 weeks** | **7 weeks** |
| **75 Hour Operators****(Hours)** | **75** | **112.5** | **150** | **187.5** | **225** | **262.5** |
| **Maintenance (Hours)** | **80** | **120** | **160** | **200** | **240** | **280** |
| **Office (Hours)** | **70** | **105** | **140** | **175** | **210** | **245** |

***There is no material change to the vacation entitlements. The graph is intended to simplify the language.***

116.03 Employees covered by this Agreement shall be permitted to save and carry forward to a future vacation period **the amounts specified below**~~, one (1) week of annual vacation per annum, up to maximum of six (6) weeks, or one (1) week per annum to a maximum of eight (8) weeks for employees with more than twelve (12) years' service,~~ subject to the approval of management and the needs of the operation. Such deferred vacation shall be paid at the employee's prevailing salary when taken. For Operators, deferred vacation shall not be booked in restricted vacation periods as per Clause 116.06.

|  |  |
| --- | --- |
| **Years of Service** | **Bankable Vacation** |
| **Employees with up to 12 years’ service** | **1 week per annum, to a maximum of six (6) weeks** |
| **Employees with more than 12 years’ service** | **1 week per annum, up to a maximum of eight (8) weeks** |

***There is no material change to the vacation bank entitlements. The graph is intended to simplify the language.***

ARTICLE 117 – STATUTORY HOLIDAYS

117.01 The following shall be defined as legal holidays: New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **National Truth and Reconciliation Day,** Thanksgiving Day, Remembrance Day, Christmas Day and the twenty-sixth (26th) of December. All general holidays proclaimed by the City of Calgary and/or the Province of Alberta and/or the Government of Canada shall also be recognized as legal holidays, except when replacing the named holidays in which case the proclaimed Statutory Holiday only shall be recognized.

***The most recent statutory holiday is now spelt out in the agreement. There is no change to the remaining holidays.***

117.02 No reduction in wages or the salaries of any employee, shall be made on account of the above-mentioned holidays occurring during their regular work period.

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.~~

**117.03 For a period of twelve (12) months, if a statutory holiday falls on a scheduled day off during a period of approved medical leave, the employee shall receive a banked lieu day in lieu of the statutory holiday.** **The scheduled day off will be determined from the employee’s pre-disability work schedule and will be subject to payout should the banked lieu day not be taken by the end of the subsequent calendar year.**

**For a period of twelve (12) months, where a statutory holiday falls on a scheduled day off while an employee is on Maternity Leave, Paternity Leave, Adoption Leave, Family Leave and Compassionate Care Leave, the employees shall be credited with a banked lieu day upon return from leave. The scheduled day off will be determined from the employee’s pre-Leave work schedule and will be subject to payout should the banked lieu day not be taken by the end of the subsequent calendar year.**

117.0~~3~~**4** One-half (1/2) day with no loss of pay shall be set aside annually for employees’ annual picnic, upon request of the Union.

117.0~~4~~**5** When a Statutory Holiday occurs on the day off 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 pre-disability work schedule and will be subject to payout should they not be taken as time off by the end of the subsequent calendar year.~~

***This language reflects the current practice for statutory holiday pay when on a medical or protected leave of absence.***

119 Class One & Two Licence Medicals

119.01 The City will make available medical examinations for Class One and Two Licences for employees as required by provincial statute or as required by The City of Calgary. If the employee chooses to apply for a medical examination with The City’s Consulting Physician and the medical examination cannot be provided by The City fourteen (14) calendar days prior to the expiration date of the licence, the employee is to contact their respective Supervisor to apprise of same. The employee will then be required to apply for the medical examination with their own personal physician prior to the expiration date of the licence for which The City will assume the costs up to a maximum of ~~sixty~~  **eighty** dollars **($80.00)** ~~($60.00)~~ for such annual medicals. This will be remitted to the employee upon presentation of a paid certificate.

***Compensation for drivers’ medicals under the contained circumstances increases from $60.00 to $80.00 dollars.***

128 Union Officer’s Rights

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 **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.~~**

**This language was changed last round of negotiations and put unrealistic expectations around planning our Stewards availability to represent members and for things such as training purposes. It would of interfered with our ability to dispute denied representation, even in cases of legal job actions. We were able to change it back to the previous language.**

ARTICLE 129 – TRANSPORTATION

129.05 Transportation to and from work on the early and late runs will be provided by The City. ~~Such transportation will be provided by Community Shuttle services.~~

***This language was changed to comply with the times where a conventional bus is needed for a pick bus. It does not interfere with the continuation of using shuttle buses.***

130 Occupational Health and Safety

Management and the Union recognize the importance of a healthy and safe work environment for employees, staff and others. Thus, they agree to participate in joint worksite health and safety committees or similar groups.

130.01 Joint Work Site Health and Safety Committees

Joint Work Site Health and Safety Committees shall be established between the Union's and The City's representatives. Such committees shall meet regularly (e.g. monthly) to deal with concerns related to occupational health and safety. Guidance for the development and operation of these committees or groups may be gained from provincial and federal acts and safety policies set by The City.

Terms of reference for these committees shall include**, at minimum, the following responsibilities**:

~~investigating observed and reported health and safety concerns~~

~~reviewing all reported assaults with the intent to minimize any such occurrences~~

~~participating in providing training and education in safe work practices for employees~~

~~recommending changes to alleviate unsafe or unhealthy conditions or practices~~

~~reviewing new or significantly changed processes or procedures for the purpose of identifying health or safety hazards~~

~~appointing and co-ordinating inspection teams for the purpose of inspecting work sites~~

~~exchanging information regarding health and safety practices between members from different sections of the larger work place.~~

* **Identifying unhealthy or unsafe situations at work;**
* **Recommending corrective or preventative actions;**
* **Ensuring Health and Safety education programs are established and maintained at the work site;**

It is agreed that The City and the Union will assist committee members in acquiring the basic background information and expertise to effectively analyse areas and procedures with respect to identifying potential health and safety hazards.

**The terms of reference will be maintained in a written document specific to each committee and t**~~T~~he parties ~~also~~ agree that **these and any other** ~~further~~ terms of reference, ~~and/or~~ clarification **and/or changes** of these terms of reference will be developed through joint consultation. **A current copy of the Terms of Reference will be provided to the Union office. Union executive members and management will be available as resources in support of committee.**

 ***The current Provincial Government has watered down much of the health and safety legislation in Alberta. These changes to the Workplace Health and Safety language were necessary to protect our input and committee design regardless of Provincial reductions.***

**ARTICLE 133 (NEW) – ELECTRONIC COMMUNICATION**

**133.01**  **All formal communication between the parties related to the Collective Agreement shall be sent electronically, unless stipulated under the Alberta Labour Relations Code.**

**All formal communication to Labour Relations shall be sent directly to** lr@calgary.ca **and all formal communication from Labour Relations to the Union shall be sent to** lr@atu583.com **.**

***This change is for the administration of this contract and has no material impact on the membership.***

200 SECTION B – TRANSIT OPERATORS WORKING CONDITIONS

212 Knowledge of Rule Book

212.01 All employees shall become proficient in all rules and regulations covered by the Operators Rule Book, ~~which shall be carried in the possession of the employee at all times while on duty,~~ and ~~all employees~~ **and** shall be subject to an examination ~~in~~ **on** the said rules and regulations at any time.

**The Operating Rule Book is available to all Calgary Transit Operators online on the Calgary Transit Employee Portal or alternatively, in hard copy upon request.**

***Operators are no longer required to carry a rule book but are able to obtain a written copy if the prefer one.***

214 Washrooms

214.01 As far as practicable, adequate washrooms will be provided on all bus routes with an availability list provided to all Operators at each sign on. Calgary Transit washrooms shall be **properly maintained** and kept in a clean and sanitary condition.

***This gives us more power to force immediate repairs on poorly maintained washrooms.***

215 Bus, ~~and~~ Coach **and Light Rail Vehicle** Equipment

215.01    ~~Operators will be provided with a~~ **S**eat cushion**s** appropriate for the ~~bus~~ **vehicle** being operated **will be available for Operators. All Operators workstations will be kept in a clean and sanitary condition**.

216 Acting **Exempt** ~~Supervisors~~

~~(Relief Dispatchers, Relief Supervisors, Relief Training Officers, Relief Rail Controller, Relief Radio Controllers, Relief Recruitment Officers)~~

216.01 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 **relieving in Exempt positions.** ~~working in the above listed positions.~~

~~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.~~**

**~~216.03 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.~~**

 ***This language has been updated to reflect the positions that have moved into the bargaining unit and removed the language that appears to be negative for no purpose.***

217 – UNIFORMS AND CLOTHING

~~217.04 Notwithstanding the foregoing, all number badges will be supplied by The City without charge and shall remain the property of The City and returnable on demand.~~

***Badges are no longer required to be worn and will be discontinued. Operators wishes to keep the applicable badge upon retirement will be provided with one. This option is covered under a letter of understanding.***

217.01

217 Uniforms and Clothing

217.01 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:

|  |  |
| --- | --- |
| Item Description | Quantity |
| Ballcap 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~~ **2** |
| 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.

217.07

g) CLOTHING ISSUE AND VALUE

|  |  |  |  |
| --- | --- | --- | --- |
| Item Description | Maximum Quantity | Frequency | Point Value per item |
| Ballcap 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 – winter** | **1**  | **Every 2 years** | **40** |
| **Footwear – summer** | **1** | **yearly** | **40** |
| ~~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.

**\*\*\*\* Effective October 1, 2024**

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.

***Effective October 2024 Operators are now entitled to a pair of winter shoes every two years in addition to their annual summer shoe issue. The 2024 timeframe is need to procure a proper shoe. The clothing committee will review all current and new items as described in the female clothing allotment below.***

217.07 (notes under table)

Female clothing **that is typically manufactured will be made available. This will include but is not limited to items such as shorts and trousers or shorts.** ~~for some items are available upon request.~~

300 SECTION C – SPARE OPERATORS WORKING CONDITIONS

307 – REGULAR RUNS UP TO ONE WEEK

307.04 A spare Operator allocated a run under the provisions of Clause 307.02 shall receive the days off of the allocated run except as required to fulfil**l** ~~his~~ **their** bi-weekly requirement for days off as a spare Operator.

 ***This item is housekeeping.***

400 SECTION D – MAINTENANCE EMPLOYEES WORKING CONDITIONS

401 – MOVEMENT OF MAINTENANCE PERSONNEL

401.11 – MAINTENANCE RECALL RIGHTS

401.11 Maintenance Recall Rights

1. A Maintenance Work Area employee may only be recalled into the same Job Function from which they were displaced or laid off.
2. Internal Recall Rights

These rights apply to displaced employees still ~~working~~ within the bargaining unit at the time of recall. An Internal Recall Memorandum (IRM) will be used as notification of internal recall. Employees have up to ~~five (5) working~~ **seven (7) calendar** days from this notification to inform management that they wish to exercise their recall to the Internal Recall Memorandum. Management will recall the senior employee who wishes to exercise their internal recall. The recalled employee will start work within twenty-one (21) calendar days. A displaced employee who has exercised their internal recall and then later rejects internal recall to the Internal Recall Memorandum will be considered to have forfeited internal recall rights. ~~For the purpose of this clause, working days shall be considered as the days in which The City's general offices are open to the public for the transaction of regular business.~~

1. External Recall Rights

These rights apply to a laid off individual, or an employee who, at the time of recall, is working outside of the bargaining unit.  Such individual will have up to fourteen (14) calendar days, from the date of mailing of the external recall notice, to accept or reject recall. Upon acceptance, the individual will have up to twenty-eight (28) calendar days, commencing from the date of mailing of the external recall notice, to start the work. The individual who rejects external recall or fails to advise The City within fourteen (14) calendar days will be considered to have forfeited external recall rights. If ~~unavailable for work, the~~ **an** individual **requests to defer their recall, the individual** will be **deemed to remain eligible for recall** ~~contacted later,~~ provided that the applicable time frame outlined in Clause 1 12.09 (c) has not expired. **If such an individual is later recalled, their service and seniority will be adjusted as per Clause 112.09 (d).** The individual is responsible to advise The City of any changes to their current address. **If the individual fails to notify The City of any contact information change, which results in the individual not receiving external recall notification, The City will consider the individual to have forfeited their recall rights.** Notice of recall will be dispatched by Priority Post (signature required)

***This item is updated as per the 100. Sectio9n for movement of personnel.***

402 – LEARNER AND APPRENTICE WAGE ADJUSTMENTS

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~~.~~ **and** ~~T~~**their** job function time as a Journeyman I Electro-Mechanic (Job Function 17) shall **be backdated to their entry date into the program.** ~~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 **reverse** 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.

***This language was agreed to last term and had a negative impact on electro mechanics upon graduation and if there were limited open positions forced senior people on to undesirable shifts. The change has corrected both concerns and rerstored seniority rights.***

400 SECTION D – MAINTENANCE EMPLOYEES WORKING CONDITIONS

403 – CLOTHING

403.07

h) OPTIONAL ITEMS

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Frequency | Point Value | Annual Allocation |
| Overall | Yearly | 32 | **3x (96 points)** |
| Shirt or Golf shirt | Yearly | 10 | **5x (50 points)** |
| T-shirt | Yearly | 10 | **5x (50 points)** |
| Long Sleeve T-shirt | Yearly | 10 | **5x (50 points)** |
| Hoodie | Yearly | 22 | **2x (44 points)** |
| Trousers | Yearly | 22 | **3x (66 points)** |
| Smock | Yearly | 32 | **3x (96 points)** |
| Peaked Cap | Yearly | 5 | **2x** **(10 points)** |
| Quilted Vest | Yearly | 27 | **1x (27 points)** |

Optional items will be issued in accordance with the employee's pre-order form requests subject to the above noted frequency restrictions.

Where an employee requests more than their clothing issue in accordance with the employee's pre-order form, management may require the employee to provide an acceptable justification for the need for the additional issue.

Female clothing for some items are available upon request.

***There is no material change in this language. The City had proposed reducing the frequency of the quilted vest and inserting the existing point structure. We refused to change the frequency but we ok with the text on points.***

408 – BREAKS

408.01 All Maintenance employees shall be permitted a twenty (20) minute paid break in the first half ~~of a shift and a twenty (20) minute paid break in the~~ **and** second half of a shift

**For Maintenance employees, with approved work schedule variations, who work a shift less than ten (10) hours, shall be permitted a twenty (20) minute paid break in the first half and second half of a shift.**

**For Maintenance employees, with approved work schedule variations, who work a ten (10) hour or twelve (12) hour shift, shall be permitted a thirty (30) minute paid break in the first half and second half of a shift.**

409.01 ~~Overtime shall be after nine (9) hours work per day, with the exception of the one eight (8) hour day in each two (2) week period.~~ **Employees shall receive overtime pay for those hours worked in excess of their approved daily scheduled hours as per 407.01.**

***The new language recognizes the different breaks required for the various shifts worked.***

500 SECTION E – OFFICE EMPLOYEES WORKING CONDITIONS

508 Vacation Selection

 508.01 Seniority, as defined in Clause 112.06, will be used to determine the order of selection of available vacation time within each work group. **Vacation selection will be made available for all employees in each work area no later than the first week of March of every year.**

 ***This language was added to allow all employees access to vacation selection early enough in the year to plan for time off.***

550 SECTION F – PART-TIME OFFICE EMPLOYEES WORKING CONDITIONS

**550 SECTION E – PART-TIME OFFICE EMPLOYEES WORKING CONDITIONS**

111.04 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 successfully competes for an established part-time position shall be moved into the position as a probationary part-time employee.

**A temporary part-time employee who is scheduled an average twenty (20) hours or more per week for a consecutive twenty-four (24) month period in an established Job Function in the Office work area shall be provided a provisional part-time position and be considered a permanent employee. This average is determined over each six (6) week period beginning with the start date in the Job Function.**

Part-time employees working on an on-call basis are temporary part-time employees. All on-call employees hired after October 2nd, 2014, must be available for work on Saturdays and Sundays.

***This language will now recognize part time employee’s that are working for extended periods of time but never move into a position that will provide pensions and benefits. We had some members working 5 and 6 years at a full time equivalent and had nothing to show for it.***

600 SECTION F – GENERAL EMPLOYEE BENEFITS

603 Payment in Lieu of Coffee Breaks, Lunch and Rest Periods

**603.04**

**Concurrent with the time frame listed below, all Community Shuttle Operators shall receive, in lieu of coffee breaks, lunch and rest periods, an amount equivalent to fifty (50) hours straight time wages computed at the applicable rates and pro-rated according to the Operator's length of service in the calendar year in which the payment is made. The timeframe used to calculate the entitlement will be pay period 22 of the previous year to pay period 21 of the current year. Payment will occur in pay period 24.**

***-------------------------------------------------------------------------------------------------***

***For the first time, we have been able to include Community Shuttle Operators in the Coffee Money section. The language is the same as Conventional Operators and is based on a full time CS Operator guarantee of 7.5 hour per day. As with all other groups, it is pro-rated for those working less than 7.5.***

***Operators will begin earning this money effective pay period 22 of this year***

**609 Pension Plan**

**609.01 The City acknowledges that all eligible employees shall participate in the Local Authorities Pension Plan, or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan Text, or the terms and conditions of the successor plan.**

***The current Government immediately introduced legislation to change the rules around public pensions. We have a case going through the courts challenging this but introduced this language into the collective agreement to protect our interests through the Employer as well.***

700 SECTION G – COMMUNITY SHUTTLE OPERATORS WORKING CONDITIONS

111.04 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** 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 reports during the probationary period.

**114 Loaning of Employees**

**The provisions of Article 114 of this Agreement affect all employees covered by this Section.**

***This language is in line with all other positions and protects Shuttle Operators seniority if they are loaned to a different jurisdiction.***

117 Statutory Holidays

117.01 The following shall be defined as legal holidays for Community Shuttle Operators: New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, **National Truth and Reconciliation Day,** Thanksgiving Day, Remembrance Day, Christmas Day and the twenty-sixth (26th) day of December. Payment for Statutory Holidays shall be in accordance with the provisions of the Employment Standards Code.

***Updated for CS as per general section of the agreement.***

## 123 Call-in for Complaints, Non-Chargeable Road Accidents, etc.

##

**123.01 An employee shall be paid one-half (1/2) hour of their regular rate of pay and, if over one-half (1/2) hour is taken to the nearest one-tenth (1/10) of an hour at the employee’s regular wage rate if called into Calgary Transit or Fleet Services or Finance and Supply offices by management for any complaint or accident report against the employee with respect to their duties as an employee of The City of Calgary; or paid for one (1) hour at the employee’s regular wage rate and, if over one (1) hour is taken to the nearest one-tenth (1/10) of an hour at the employee’s regular wage rate if called in to Calgary Transit or Fleet Services or Financial Services and Supply management offices by management on assigned days off in reference to non-chargeable road accidents, complaints, etc.**

**123.02 Operators shall be paid a maximum of one (1) hour for time spent at a Police Station to file accident reports.**

**124 Call-in to See City Doctor or Corporate Health Consultant or City-referred Health Care Practitioner**

**124.01 An employee shall be paid a minimum of one (1) hours' pay, and, if over one (1) hour taken to the nearest one-tenth (1/1 0) of an hour at the employee’s regular wage rate when called in to see the City Doctor, Corporate Health Consultant or City referred Health Care Practitioner. When the employee is on Sickness and Accident or Worker’s Compensation leaves no such payment shall be made.**

**129.02**

**129.03**

**129.04**

**129.06**

**The provisions of Articles 129.02, 129.03, 129.04 and 129.06 of this Agreement affect all employees covered by this Section.**

***CS Operators will now receive a life time transit pass upon retirement and their spouse will be eligible if they are widowed or widowers when not eligible for a seniors pass.***

**130 Occupational Health and Safety**

216 Acting **Exempt** ~~Supervisors~~

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

216.01 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 **relieving in Exempt positions.** ~~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 for Calgary Transit. The Director’s decision shall be final~~

~~216.03 Employees relieving in Management Exempt positions for the 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.~~

***Thebalanceoftheabove700section 123.01 through 216.03 bringCommunityShuttleinlinewiththeotherworkareas~~.~~***

800 SECTION H – ACCESSIBLE TRANSIT OPERATORS WORKING CONDITIONS

## ~~116.06 Vacations~~

~~129 Transportation~~

~~129.01 All employees upon reaching the equivalent of fifteen (15) full-time days unbroken service and whose positions are covered under the jurisdiction of A.T.U. Local 583 shall receive Transit passes.~~

 ***House keeping as captured in section 825.***

825 SECTION H – 75 – HOUR (REGULAR) ACCESSIBLE TRANSIT OPERATORS

**825 SECTION H - 75-hour (Regular) Accessible Transit Operators**

The following provisions are specific to all 75-hour (Regular) Accessible Transit Operators:

116 Vacations

116.01

116.02

116.03

116.04

116.05

116.06 75-hour and 60-hour Accessible Transit Operators able to select vacation in a restricted vacation period shall be limited to a maximum of four ~~three~~ (~~3 4~~) weeks of their vacation entitlement**.** ~~and they shall only select vacation in one (1) restricted vacation period.~~

The restricted vacation periods are as follows:

1. The last two (2) weeks in June, the months of July and August, and the first two (2) weeks in September;
2. The Christmas and New Year’s vacation period;
3. The Spring Breaks for Public and Separate schools shall be considered as one restricted period regardless of whether these coincide or are separate.

***Language was introduced last term restricting CTAG Operators from selecting prime vacation. The end result was selection being done out of order. The strike through and change of 4 weeks from three corrects this.***

**129 Transportation**

**129.01 All employees upon reaching the equivalent of fifteen (15) full-time days unbroken service and whose positions are covered under the jurisdiction of A.T.U. Local 583 shall receive Transit passes.**

216 – Acting **Exempt** ~~Supervisors~~

850 SECTION H – 60-HOUR and 75-HOUR (SPARE) ACCESSIBLE TRANSIT OPERATORS

**850 SECTION H - 60-hour and 75-hour (Spare) Accessible Transit Operators**

All 60-hour Accessible Transit Operators are considered spare operators. Some 75-hour operators may elect to work as spare operators; when doing so, they fall under the provisions of this section. The following provisions are specific to Accessible Transit Spare Operators:

116 Vacations

116.01

All 60-hour Accessible Transit Operators covered by this Agreement in Section 800 shall receive Vacation based on actual hours worked or sixty (60) hours bi-weekly, whichever is greater at appropriate rate.

116.02

116.04

116.05

116.06 60-hour and 75-hour (Spare) Accessible Transit Operators able to select vacation in a restricted vacation period shall be limited to a maximum of four (4) weeks of their vacation entitlement**.** ~~and they shall only select vacation in one (1) restricted vacation period.~~

The restricted vacation periods are as follows:

1. The last two (2) weeks in June, the months of July and August, and the first two (2) weeks in September;
2. The Christmas and New Year’s vacation period;
3. The Spring Breaks for Public and Separate schools shall be considered as one restricted period regardless of whether these coincide or are separate.

129 Transportation

129.01 **All employees upon reaching the equivalent of fifteen (15) full-time days unbroken service and whose positions are covered under the jurisdiction of A.T.U. Local 583 shall receive Transit passes.**

216 – Acting **Exempt** ~~Supervisors~~

 ***The remainder of the above 800’s brings CTAG in line with other areas.***

APPENDIX “A” – MAINTENANCE WORK AREA – JOB FUNCTIONS

| JOB FUNCTION | JOB CODE\* | WORKING TITLE | CLASS TITLE (SAME AS WORKING TITLE IF BLANK) |
| --- | --- | --- | --- |
| 1 | 03205 | Apprentice (Auto Body Technician) |  |
| 2 | 03215 | Apprentice (Automotive Service Technician) |  |
| 3 | 03234 | Apprentice (Electro-Mechanic LRT) |  |
| 4 | 03214 | Apprentice (Heavy Equipment Technician (HET) |  |
| 5 | 03351 | Apprentice (Truck & Transport Technician) |  |
| 6 | 03223 | Apprentice (Machinist) |  |
| 7 | 03211 | Apprentice (Parts Technician)  |  |
| 8 | 03230 | Apprentice (Welder) |  |
| 9 | 01797 | Assistant Road Master | MSS 8 |
| 10 | 01785 | Auto Body Service Person | MSS 5 |
| 11 | 0171901774 | Cleaning Services GroupGarage CleanerShop Cleaner | MSS 3MSS 3 |
| 12 | 02410 | Equipment Maintainer |  |
| 13 | 01768 | Equipment Operator | MSS 7 |
| 14 |  | Fleet Maintenance Group |  |
| 14 a) | 01714 | Preventative Maintenance PersonPreventative Maintenance Person - FSD | MSS 5MSS 5 |
| 14 b) | 017920178201775 | Service Lane AttendantService Lane DispatcherFarebox Handler | MSS 3MSS 4MSS 4 |
| 14 c) | 01713 | Fleet Attendant | MSS 4  |
| ~~14 d)~~ | ~~01783~~~~01792~~~~01793~~~~01770~~ | ~~Steam Bay Attendant~~~~Steam Room Attendant~~~~Steam/Brake Room Attendant~~~~Filter Attendant~~ | ~~MSS 4~~~~MSS 5~~~~MSS 5~~~~MSS 6~~ |
| 15 | 03352 | Journey**person**~~man~~ 1 (Auto Body Technician) |  |
| 16 | 0336703377 | Journey**person**~~man~~ 1 (Automotive Service Technician) Journey**person**~~man~~ 1 (Automotive Service Technician) Field Service  |  |
| 17 | 03413 | Journey**person**~~man~~ 1 (Electro~~-~~Mechanic LRT) |  |
| 18 | 03376 | Journey**person**~~man~~ 1 (Heavy Equipment Technician) HET |  |
| 19 | 03378 | Journey**person**~~man~~ 1 (Heavy Equipment Technician – Auxiliary Technician) |  |
| 20 | 03349 | Journey**person**~~man~~ 1 (Truck & Transport Technician) |  |
| 21 | 03417 | Journey**person**~~man~~ 1 (Machinist) |  |
| 22 | 03398 | Journey**person**~~man~~ 1 (Millwright) |  |
| 23 | 03423 | Journey**person**~~man~~ 1 (Painter) |  |
| 24 | 03498 | Journey**person**~~man~~ 1 (Parts Technician) |  |
| 25 | 03368 | Journey**person**~~man~~ 1 (Pipefitter) |  |
| 26 | 03360 | Journey**person**~~man~~ 1 Plumber/Gasfitter |  |
| 27 | 03402 | Journey**person**~~man~~ 1 (Welder) |  |
| 28 | 03356 | Journey**person**~~man~~  ~~II~~ **2** (Auto Body Technician) |  |
| 29 | 03366 | Journey**person**~~man~~  ~~II~~ **2** (Automotive Service Technician) |  |
| 30 | 03411 | Journey**person**~~man~~ ~~II~~ **2** (Electro-Mechanic LRT) |  |
| 31 | 03371 | Journey**person**~~man~~  ~~II~~ **2** (Heavy Equipment Technician) (HET) |  |
| 32 | 03350 | Journey**person**~~man~~  ~~II~~ **2** (Truck & Transport Technician) |  |
| 33 | 03418 | Journey**person**~~man~~ ~~II~~ **2** (Machinist) |  |
| 34 | 03422 | Journey**person**~~man~~ ~~II~~ **2** (Painter) |  |
| 35 | 03497 | Journey**person**~~man~~ ~~II~~ **2** (Parts Technician) |  |
| 36 | 01787 | Lead Hand Labourer/Custodian | MSS 5 |
| 37 | 01788 | Lead Hand Fleet Attendant | MSS 5 |
| 38 | 01765 | Lead Hand Preventative Maintenance Person - LRV | MSS 7 |
| 39 | 01772 | Lead Hand Fleet Services LRV | MSS 8 |
| 40 | 01716 | Lead Hand Maintenance Labourer | MSS 7 |
| 41 | 01769 | Lead Hand Preventative Maintenance Person | MSS 6 |
| 42 | 01779 | Lead Hand Service Lane Attendant | MSS 5 |
| 43 | 01794 | Lead Hand Service Lane Attendant – LRV | MSS 6 |
| 44 | 01796 | Lead Hand Tire Repair Person | MSS 8 |
| 45 a)  | 01880 | LRV Maintenance GroupSenior LRV- PMP Wheel Truing Attendant | MSS 8 |
| 45 b) | 01795 | Preventative Maintenance Person – LRV | MSS 6 |
| 45 c) | 01781 | Service lane Attendant-LRV | MSS 4 |
| 46 | 01695 | Mail Courier | MSS 4 |
| 47 | 01711017800179001776 | Outside Maintenance GroupStation CleanerMaintenance LabourerSenior Maintenance LabourerOutside Maintenance Labourer/Custodian | MSS 2MSS 3MSS 5MSS 3 |
| 48 | 02690 | Plant Maintainer ~~I~~ **1** |  |
| 49 | 02665 | Plant Maintainer ~~II~~ **2** |  |
| 50 | 03631 | Technical Assistant |  |
| 51 | 0179101766 | Tire Repair GroupTire Repair PersonSenior Tire Repair Person | MSS 5MSS 6 |
| 52 | 01718 | Tool Room Attendant | MSS 2 |
| 53 | 01715 | Track Maintainer  | MSS 6 |
| 54 | 01784 | Trackman  | MSS 4 |
| 55 | 01767 | Track Welder | MSS 7 |
| 56 | 03414 | Trainee Electro Mechanic |  |
| 57 | 01717 | Upholsterer | MSS 8 |

 ***The above grid is housekeeping.***

LETTERS OF UNDERSTANDING (LOUs)

(ALL LOU #s BELOW ARE AS APPEARS IN THE 2018-21 ATU 583 CBA)

Letters of Understanding #1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 16, 18, 19, 22, 23, 24, 25, 26 and 27

**Delete the following Letters of Understanding**

LOU #7 – RE: 4-DAY WORKWEEK FOR LRV PM SHIFT SERVICE LANE EMPLOYEES – 02/10/18

LOU #14 – RE: 4-DAY WORKWEEK SPRING GARDENS AND VICTORIA PARK

LOU #15 – RE: MultiNova and Red Light Camera Tickets

LOU #20 – RE: Outside Maintenance Seniority List

LOU #21 – RE: Reclassification of Station Cleaner and Maintenance Labourer Positions

The parties agree to renew the following Letters of Understanding and revise date formatting and move to bottom of letter and add ‘last revised date’ as listed below. Where no dates have been identified in the Letter, ‘last revised date’ will be added as above. Renew/revise as follows:

Letter # 2 – Re: Educational Requirements for New Apprentices – ~~78/06/21~~ **Last Revised Date of June 21, 1978**

Letter # 3 – Re: Eligibility Lists (For Purpose of Relieving Only for Journeyman II, Leadhand, or Equivalent Position) – ~~02/02/01~~ **February 1, 2002**

Letter # 6 – 4-Day Workweek for LRT – Track & Way Employees – ~~02/10/07~~ **October 7, 2002**

Letter # 9 – Re: Office Employees Vacation Entitlements Usage ~~– 03/06/04~~ **June 4, 2003**

Letter # 10 – 100 SECTION A – 111 Permanent, Probationary and Temporary Employees – ~~07/06/04~~ **June 4, 2007**

Letter # 19 – Re: Relief Schedulers

Letter # 22 – Re: Vacation Pay-out

Letter # 23 – Re: Suspensions Pending Investigation

Letter # 26 – Re: Calgary Transit Fleet Maintenance Sign Up

Letter #27 – Re: Accessible Transit and Work Stoppages

BLANKET SIGN OFF (TO APPLY TO LOUs)

**RE: SIGN OFF # 17 (City Proposal #42)**

1. The parties agree to revise the format of all Letters of Understanding (LOUs) in the Collective Agreement by removing the date of original signature from the title of each LOU (currently YY/MM/DD). The date shall be moved to the bottom of each LOU, in an updated format to read as ‘Originally signed 20XX MONTH YEAR’. Should a date not exist already on the LOU, or should the date be unclear as to the accurate Originally signed date, the parties shall work together to find and/or correct said date.
2. These changes to the LOUs will only be actioned and effective at the conclusion of this round of collective bargaining negotiations post-ratification.

***The updates on the letters of understanding are housekeeping as a result of previous actions during the past term. This includes the deletion of the Red Light Camera letter as this is covered under a corporate policy now.***

Letter #17

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

##

## Re: 409.06 Overtime

The parties agree that prior to offering overtime in the months of July and December, ~~Management~~ **Calgary Transit Fleet** will determine if the overtime worked is to be paid out or taken as time in lieu. The parties agree to review the process during the term of the collective agreement and may choose to extend the process by mutual agreement. In the absence of an agreement to extend the process, the letter will expire at the conclusion of this collective agreement.

Signed this \_\_\_\_\_\_\_\_\_\_ day of December, 2019.

**NEW LETTER #TBD – WCB ADMINISTRATION & TOP-UP**

**RE: WCB ADMINISTRATION AND TOP-UP**

**All WCB wage replacement payments from a claim initiated under the employ of The City of Calgary, must be assigned to The City for the purposes of administration.**

**When an employee has an accepted lost time claim with WCB, from a claim initiated under the employ of The City of Calgary; The City shall “top-up” an eligible employee’s WCB wage replacement payment until it is equal to one hundred percent (100%) of their net earnings (at the basic pay rate), for a period equal to the LTD elimination period. Where applicable, such “top-up” payment shall be retroactive to the effective date of the WCB claim.**

**When an eligible employee is waiting for their WCB claim to be adjudicated, they may be eligible for wage replacement benefits in accordance with the MEBAC Agreement. WCB wage replacement payments, when received, shall be used to offset any such benefit paid while waiting for WCB wage replacement payments.**

**An eligible employee shall be one who has met the MEBAC eligibility requirements to qualify for S&A.**

**NEW LETTER #TBD – BADGE DISTRIBUTION**

**Upon retirement, all Transit Operators, Community Shuttle Operators and Accessible Transit Operators will receive from The City a badge with the badge number held as of the date of retirement to serve as a memento of their service with Calgary Transit.**

ITEMS FOR DISCUSSION

The parties agree to add the following Job Function (Job Function # TBD), Job Code (Job Code # TBD) and ‘Pay Note’:

**Journeyperson 1 (Heavy Equipment Technician) Field Service**

Pay Note (# TBD)

**Journeyperson 1 (Heavy Equipment Technician) Field Service rate to be maintained at twenty-five cents ($0.25) above Journeyperson 1 (Heavy Equipment Technician) rate.**

***Letters of Intent do not form part of the Collective Agreement and are actioned for the purpose contained in each letter.***

***Letters number #1 and #2 will not have an impact during the life of the agreement but will open dialog for the next round of negotiations. We will have an opportunity to meet with the membership to measure the best approach for these items.***

***Letter #3 is self-explanatory and we are interested in discussing this to make sure our members jobs are protected as well as the members themselves.***

***Letter #4 We want to be sure we discuss this matter fully to make sure we are not creating a risk to our current members and insure the Local has equal rights to all positions within these trades.***

***Letter #5 The language was changed last collective agreement to pay safety footwear in payroll vs cash upon receipt of payment. This resulted in a significant loss in actual value due to taxability. We have corrected this matter where it will be through payroll but nontaxable.***

***Letter #6 allows an additional 5 minutes in the winter for CTAG Operators to warm up their vehicles as they are stored outside.***

***It also allows for Spare Operators to access weekly bids by removing the restrictions that were put in place last Collective Agreement.***

**LETTERS OF INTENT**

(To form part of this Memorandum of Settlement, but not part of the Collective Agreement)

**NEW LOI #1**

**RE: Electronic Sign-Up Process**

**Calgary Transit designs service about five months in advance of actual service being implemented. As there are continuous service change requirements based on demand and ridership, the service provided to Calgarians could be significantly improved if the duration between service design and implementation is decreased. As the Sign-Up event makes up a large part of this duration, a reduction in timelines associated with Sign-Up can greatly assist with the reduction of the five-month time period. With technological advancements, there are opportunities to reduce the duration of the Sign-Up period thus enabling better service for Calgarians and better work for operators with reduction in number of run changes.**

**ATU 583 and The City of Calgary agree to meet three months after ratification to discuss potential options for consideration. The Committee from the City will include the Manager of Transit Service Design and Committee from ATU Local 583 will include at least one full-time officer.**

**The agreed-upon options will be forwarded to Manager, Labour Relations and President, ATU 583 for final approval.**

**NEW LOI #2**

**RE: Letter of Intent – CTrain Working Conditions Review**

**In the spirit of reviewing and discussing issues through a joint management and union committee, a Letter of Intent (LOI) is hereby agreed upon. The committee shall discuss the CTrain staffing, as well as the historical, current, and future events that influence staffing levels surrounding both the active and contingency list usage, including potential readjustment of the contingency list and Sign-up as outlined in Article 255.01, and ensuring that all activated Operators are maintaining proficiency. This may also include reviewing the movement of Letter of Understanding #13 into the body of the Collective Agreement, as well as runs, opt on and off rules, vacation selection and work station safety practices.**

**This Letter of Intent shall expire when either party to the Collective Agreement serves notice in 2023 to commence collective bargaining for the next round of negotiations.**

**NEW LOI #3**

 **RE: Farebox Handler Letter of Understanding (LOU)**

**The City has a desire to revise the approach to fare pulling and cash processing amid broader impacts affecting these functions. The use of cash for fare payment is affected by a number of trends, including the uptake in use of the My Fare mobile payment application, Council’s direction that children 12 and under do not require proof of fare payment in 2023, and an increase in the use of alternatives to cash payment throughout society.**

**ATU 583 and The City agree to meet to review potential changes to the organizational structure, reporting relationships, and shift design of these teams in order to sustain effective and efficient functions. The desired outcome of these discussions would be the creation of a new Farebox Handler Work Schedule LOU. Participants from The City will include the Manager of Transit Service Design, the Manager of Transit Service Vehicles, and the Team Lead of Revenue Streams. Representatives of HR and LR will be invited as required.**

**The current Letter of Understanding – RE: Roving Farebox Handler outlines the current Hours of Work until such time that a new LOU is agreed to through this Letter of Intent.**

**NEW LOI #4**

**RE: Discussion Item – Fleet Services Autobody Technician Job Function**

**To continue the discussion regarding Job Code changes in the Fleet and Inventory Auto Body Technician role, The City and ATU Local 583 agree to continue the consultation on the scoping and alignment of the Job Codes to industry standards. The intent is to review possible job descriptions for Auto Body Prepper, Refinisher, Repairer and Technician Journeypersons and the compensation for each position. This review will include processes for advancing through these positions. Any changes to the Collective Agreement will be made by mutual agreement.**

**NEW LOI #5**

**403 Clothing - Clause 403.12 (Safety Footwear)**

The City agrees to review and amend the process for payments in accordance with article 403.12 to change from taxable to non-taxable. This process change shall be effective January 1, 2024.

**NEW LOI #6**

**PILOT WORKING CONDITIONS FOR CTA**

Recognizing the unique work demands of Calgary Transit Access service, this Letter of Intent is proposing a pilot project beginning September 18, 2023 to amend the below provisions, to provide opportunity to investigate and determine feasibility regarding changes to staffing and vehicle preparation requirements. This pilot will be in place until such point until further changes are negotiated through collective bargaining.

**825 Section – Article 201.05**

All time shall be computed from the time ordered to report at Garage **and shall include up to ten (10) minutes for take out and vehicle preparation time. In recognizing seasonal demands for winter conditions in November 1 through March 31, this take out and vehicle preparation time will be fifteen (15) minutes.**

**850 Section – Article 307.03**

When a run 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 hourspare 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%.~~. The successful spare Operator shall work that run until the regular Operator returns or until the next Sign-up.

This process will be reviewed during this term and may be extended by mutual agreement.

**PART B – OUTSTANDING ITEMS**

**PART C – MONETARY ITEMS**

**Wages**

* **1.5% Increase 2021**

**1.5 % Increase 2022** – Effective the beginning of Pay Period 1 2022 (i.e. Dec 20 2021)

* **2.0 % Increase 2023** – Effective the beginning of Pay Period 1 2023 (i.e. Dec 19 2022)

Not to form part of the Collective Agreement but for the purposes of administering the increases outlined above for those terminated/laid off and Retired Employees, the parties agree further on the following:

* Employees who have terminated between Jan 4 2021 and date of ratification/the award will not have to make application for the retroactive pay. This group of employees will automatically receive the retro active pay.
* Employees who have retired between Jan 4 2021 and date of ratification/the award and employees who have deceased and left an estate during the same time period will be automatically entitled to the retroactive payments.

***The wage increase are in line with the other Civic Unions and are all retroactive and payable to any employee that worked through this period. There has been discussion around The Calgary Police receiving a higher increase. The Police fall under the Special Forces act so they automatically go to Interest Arbitration if they are unable to reach a settlement. This is not an option for us.***

***The Negotiating Committee is recommending acceptance of this memorandum as we are confident this is as much as we can obtain in this round of negotiations. There is no form of job action that could be used to obtain more that we wouldn’t have the ability to use during the next round of negotiations.***

***We have had a great deal of discussion on many working conditions as well as the economy and the difficulty the City is having hiring and retaining staff.***

***It is no secret that we are looking for catch up wages next round and our goal is to get in as early as possible upon reaching a memorandum for this round.***

***SAMPLE WAGE INCREASES***

Journeyperson HD #1

Current wage $45.54 Back pay

2021 $46.23 $1435.20

2022 $46.93 $2891.20

2023 $47.87 $4100.80 estimated to 1760 hours vs a full yr.

 Total $8427.20

Conventional Operator

Current wage $36.51 Back pay

2021 $37.06 $1072.50

2022 $37.62 $2164.50

2023 $38.38 $3085.50 estimated to 1650 hours vs a full yr.

 Total $6322.50

Community Shuttle

Current wage $25.26 Back pay Based on full time operators guarantee of 1950 hrs.

2021 $25.64 $ 741.00

2022 $26.03 $1501.50

2023 $26.55 $2515.50 estimated to 1650 hours vs a full yr.

 Total $4758.00

Signed the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2023