

Potential CTrain Operations Working Document (Not to form part of the collective Agreement)

250 SECTION B - CTRAIN OPERATORS WORKING CONDITIONS

The following provisions are specific to CTrain Operators: CTrain is an integral part of Calgary Transit's operation and the City will ensure the CTrain operation is adequately staffed to ensure there is service.

251 Sign-up and Seniority

251.01

- a) **The Seniority list for CTrain Operator employees will be maintained separately from the Transit Operator Seniority list. ~~Effective September 2019 Sign-up CTrain Operators will commit for a thirty-six (36) month period, commencing with the March 2020 Sign-up. The Most senior 75-hour volunteers will be moved to CTrain Operations as vacancies occur. Notwithstanding the above, a maximum of five (5) CTrain Operators may opt out of CTrain at each quarterly Sign-up in order of seniority. These Operators who opt out through this process are permitted to sign up again in the following commitment period.~~**
- b) **There will be two lists for CTrain Operators – the full-time list and the rotating Relief CTrain Operator list. Details on Relief CTrain Operators can be found in section 275 of the collective agreement. ~~Operators who leave CTrain service outside of the allowed opt out process described in part (a) during the course of a Sign-up, or those currently signed on bus work who indicate their intention to work on CTrain and then do not work on the CTrain, will not be allowed, to indicate an intention to work CTrain during the remainder of the commitment period. Operators who come off out of seniority during the last eighteen (18) months of the commitment period or decline to be activated after having been trained to operator trains, shall not be allowed to opt back on for the remainder of the commitment period or during the following commitment period.~~**
- c) **Full-time CTrain operator seniority will be based on the seniority list established at the time a separate seniority is implemented. New full-time CTrain Operators will always start their seniority at the bottom of the full-time CTrain seniority list, regardless of Transit Operator seniority. ~~Operators wishing to work CTrain must indicate their intention to do so during the September Sign-on. Operators will select their work based on their~~**

~~Transit Operator seniority. The number of operators eligible to move to the CTrain will be based on the number of vacancies from operators that have left the service in the current or previous year and any growth positions. The projected number of operators that would make up the CTrain Operator complement and volunteer list would be made available for perusal and Sign on. The volunteer list will consist of two lists, the active volunteer list and the contingency volunteer list. Activation for full time complement would come from the active volunteer list by seniority and for the contingency complement would come from the contingency volunteer list by seniority.~~

- d) **New full-time CTrain Operators that move from the Relief CTrain Operator list will have a 12-month reversion period during which they continue to accrue both CTrain and Transit Operator seniority. After this reversion period ends, full-time CTrain Operators will continue to accrue CTrain seniority, but Transit Operator seniority will no longer be accrued. Whenever possible, activation of 75 hour operators shall be done at the commencement of the sign up. Operators that fall in the contingency band shall be activated as contingency operators during sign up as required.**

- e) **A maximum of five five (5) permanent CTrain Operators may opt out of CTrain at each quarterly sign-on in order of CTrain seniority. Operators exercising their reversion rights are not included in these calculations. Following the September Sign on and in the event there are not enough volunteers to staff the CTrain, a forced contingency list will be established for the following CTrain commitment term. Operators on the forced contingency list will be trained and activated in reverse seniority order. Operators outside of the reversion period will return to the same Transit Operator badge number they had when activated on the full-time CTrain Operator list, regardless of how much time has passed.**

- f) **Full-time Operators wishing to leave the CTrain service outside of the prescribed opt out process may only do so at management's discretion, based on individual circumstances, evidence, and documentation. Union representation will be offered for all opt out reviews outside of the prescribed process. Operators who fail the training in a third attempt will not be allowed, during the next commitment period to indicate intention to sign on the train. 60 hour operators, who have completed rulebook twice, and then request to come off, will not be allowed, during the next commitment period to indicate intention to sign on the train.**

- g) **Operators who leave the CTrain service outside of the allowed opt out process described in part (e) during the course of the signup will be counted as an opt out at the next sign on period. In the event of weekend (Saturday/Sunday/ Statutory Holiday) temporary Track Closures, LRT construction or additional Capital work projects that impacts the movement of trains and results in work changes, Operators will be compensated as per their current sign-up hours of pay.**
~~During these instances the application and restrictions of hours of work as outlined with the provisions of article 201.03 will not apply. Operators may be assigned additional work outside of their CTrain operations which would include Public Information reps or Fare Box work to ensure their guaranteed scheduled hours of work. In addition, Operators may be required for additional hours of work for related Operations Work Area duties not to exceed Employment Standards hours of work.~~
- h) **Operators who leave CTrain service will lose any accumulated seniority on the CTrain and this seniority will not be restored should they return to a CTrain Operator position in the future.**
- i) **Full-time CTrain Operators who leave the CTrain service may not move directly back to the Relief CTrain Operator list. Those wishing to become Relief CTrain Operators must place their name on the volunteer list at the next sign on as a Transit Operator.**
- j) **Operators shall have the right to select their runs on the posted Sign-up sheet or to sign on the spareboard in order of seniority of service on the CTrain, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An Operator shall make their choice of runs known to the Sign-up Clerk within five (5) minutes of reporting. Failure to do so will result in a choice being made for them by the designated person at sign-up. The City agrees to pay the full cost of three (3) Union Representatives who shall be available to assist Operators in the Sign-up.**

252 Runs

252.01 A minimum of forty-seven percent (487%) of all regular CTrain runs shall be straight runs with the exception of swings and holiday runs. Straight runs shall have Saturday and Sunday as days off.

Each piece of work on CTrain runs shall be no longer than five (5) hours and fifteen (15) minutes' platform hours.

252.02 CTrain runs will be cut under the same parameters as bus runs.

Straight runs will contain a paid break of no less than twenty (20) minutes and no greater than fifty (50) minutes. Such runs will contain a maximum of two (2) pieces of work.

252.03 In the event of weekend (Saturday/Sunday/Statutory Holiday) temporary Track Closures, LRT construction or additional Capital work projects that impacts the movement of trains and results in work changes, Operators will be compensated as per their current sign-up hours of pay or actual hours worked, whichever is greater.

During these instances, consideration will be made to assign similar work for operators first by start and finish time, and then if feasible, consideration for start and finish location. All available spare work will be utilized to achieve this.

Operators may be assigned additional work outside of their CTrain operations which would include Public Information reps or Fare Box work to ensure their guaranteed scheduled hours of work and similar hours can be achieved.

253 Knowledge of Rule Book

253.01 All CTrain Operators shall become proficient in the rules and regulations covered by the Calgary Transit CTrain Operating Rule Book, which shall be carried in the possession of the employee at all times while on duty, and all employees shall be subject to an examination in the said rules and regulations during work hours at any time.

254 Vacation Scheduling

254.01

The vacation schedule for CTrain Operators entitled to vacation shall be:

Weeks commencing on Mondays in January to April	9 operators
When the Spring Break for Public and Separate Schools coincide or are separate	7.0%
Weeks commencing on Mondays in May shall average for the month of May	6.0%

Weeks commencing on Mondays in June shall average for the month of June (except the final week which may be included in the Summer Sign-up)	6.0%
Two week period covering the Calgary Stampede	4 operators
Summer Sign-up period	11%
Weeks commencing on Mondays in September shall average for the month of September	6.5%
Weeks commencing on Mondays in October to December	9 operators minimum
Christmas and New Year's weeks	6.5%

255 CTrain Spareboard

255.01 Full-time Spare CTrain Operators shall be guaranteed, for each two (2) week pay period, an amount of pay equivalent to seventy-five (75) hours bi-weekly, computed at the applicable hourly rate, but not to include overtime or Sunday premiums, provided that such spare CTrain Operators are available for work for ten (10) days in each two (2) week period.

All work performed beyond a twelve (12) hour spread from first report shall be overtime on a daily basis in addition to the guarantee. Operators not fulfilling their guarantee within a twelve (12) hour spread shall be given the necessary make up time to satisfy one-tenth (1/10) of their bi-weekly guarantee.

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

256 Hiring CTrain Operators from a Posting

- 256.01** CTrain Operators may be hired through an internal/external posting in the event there are not enough volunteer Transit Operators to fill vacancies in the Full Time Complement list.
- 256.02** Permanent and probationary Community Shuttle and Accessible Transit Operators hired from an internal posting may only be hired onto the full time complement list and cannot be Relief CTrain Operators.
- 256.03** The internal posting will be for Transit Operators, but will clearly identify that successful candidates are required to operate the CTrain immediately upon successful completion of LRT Training.
- 256.04** CTrain Operators hired through an internal posting will receive a Transit Operator seniority and a CTrain Operator seniority. The employee will not accrue Transit Operator seniority while on the CTrain full-time complement list.
- 256.05** CTrain Operators hired from an internal posting will not be removed from their base position until successful completion of LRT Training. If an employee is unsuccessful in the LRT Training program or elects to discontinue LRT Training, the employee will resume their original position with no loss or adjustment to seniority. During the training period, employees will be paid the CTrain Operator trainee rate.
- 256.06** Permanent employees hired from an internal posting are subject to provisions of Clause 112.14. These employees must remain on the CTrain throughout their assessment period. Employees that are unsuccessful in their assessment period or choose to leave the CTrain during the assessment period will not be able to remain as a Transit Operator and will be considered to have exercised their reversion option under clause 112.13.
- 256.07** Probationary employees hired from an internal posting will be subject to Clause 112.15, on probationary status with no reversion rights after the completion of LRT Training. These employees must remain on the CTrain throughout their probationary period.
- 256.08** In the event the internal posting does not produce enough volunteers for the CTrain, an external competition will be posted for CTrain Operators. Candidates hired from an external posting may only be hired onto the full time complement list and cannot be Relief CTrain Operators.
- 256.09** The external posting will be for Transit Operators, but will clearly identify that successful candidates are required to operate the CTrain immediately upon commencement of employment and throughout the length of their probationary period.

256.10 CTrain Operators hired externally will receive a Transit Operator seniority and a CTrain Operator seniority. The employee will not accrue Transit Operator seniority while on the CTrain full-time complement list.

256.11 CTrain Operators hired externally that complete CTrain training successfully are not eligible to opt out of the CTrain to a Transit Operator position until completion of their probationary period. Those hired externally that wish to leave the CTrain Operator position during the probationary period will be considered to have resigned.

256.12 During the training period, CTrain Operators hired externally will receive the CTrain Operator Trainee rate.

256.13 In the event an externally hired CTrain Operator is unsuccessful in the training program, they will be released from employment, and will have no reversion rights.

275 Relief CTrain Operators

CTrain is an integral part of Calgary Transit's operation, and the City will ensure the CTrain operation is adequately staffed to ensure there is service on current and future lines. Due to the fluctuating workforce requirements, and to promote career progression, a list of Transit Operators that can perform the duties of Relief CTrain Operators will be maintained.

For staffing of Relief CTrain Operators, the following will occur:

- 1. All Transit Operators may elect to sign on the Relief CTrain Operator list as per Clause 277.01 of the collective agreement.**
- 2. The applicable rate of pay for Transit Operators who are training on CTrain will be as per the Transit Operator's current rate of pay or CTrain trainee rate, whichever is greater.**
- 3. Relief CTrain Operators will have a seniority list that is separate from full-time CTrain Operators. The most senior Relief CTrain Operator seniority will be behind the most junior full-time CTrain Operator seniority.**
- 4. Relief CTrain Operators will accrue their seniority in their base position while also securing a spot in the Relief CTrain Operator seniority list. When being assigned work in their base position, their base position seniority will be used. When assigned CTrain work, the Relief CTrain Operator seniority will be used.**
- 5. Activation on the Relief CTrain list occurs immediately following successful completion of the LRT Training program.**

6. Upon activation on the Relief CTrain Operator list, the Operator will be assigned the next higher rate of pay of the CTrain Operator position above the relieving employee's currently hourly rate. This rate will only apply for hours worked operating the CTrain; the Operator will continue to receive the applicable Transit Operator pay when operating the bus.
7. Wage incremental increases on the relief pay rate (after training) will occur following the completion of each 1950 regular hours of CTrain work or 18 calendar months, whichever occurs first. Absences of ten (10) or more days of absence from work shall be added to the 18-month period. Work on CTrain will count towards pay step progression as a Transit Operator.
8. While active on the Relief CTrain Operator list, Operators are subject to all provisions of 250 Section B of the collective agreement, unless superseded by articles in the 275 section. Relief CTrain Operator work will be assigned on a rotating basis as per Letter of Understanding #25 CTrain Operator Transition Agreement

277 Relief CTrain Operator List

277.01

- a) A volunteer list for Transit Operators that wish to commit to the Relief CTrain Operator list will be created every Sign-up. Operators will be trained for CTrain in order of their Transit Operator seniority within that sign-on period. Any Operators still on the volunteer list from previous sign-on periods will be trained first, regardless of Transit Operator seniority.
- b) Operators who volunteer to work on the CTrain and then decline training when offered will have their name removed from the volunteer list. They may volunteer again at the next sign-on period, but CTrain seniority will not be held for them.
- c) In the event there are not enough volunteers to staff the CTrain, and there are not enough external candidates to fill vacancies on the CTrain, Transit Operators may be forced onto the Relief CTrain Operator list. Operators on the forced Relief CTrain Operator list will be trained and activated in reverse seniority order while maintaining their order of seniority at the time of being forced.
- d) Operators who fail the training in a third attempt will not be allowed, during the next three volunteer periods to indicate intention to join the Relief CTrain Operator list.
- e) Relief CTrain Operators may bid on vacation work assignments on the CTrain based on CTrain seniority.

- f) Relief CTrain Operators y must select vacation based on bus seniority and availability, with the exception of:

When the Spring Break for Public and Separate Schools coincide or are separate
Two week period covering the Calgary Stampede
Christmas and New Year's weeks

During these periods, Relief CTrain Operators may only select Bus vacation if the same vacation is also available on CTrain.

- g) Relief CTrain Operators may choose to be removed from the relief list at a sign on if there are still available opt out spots available after the full-time sign on is completed.

278 Relief CTrain Operator Usage

- a) Work for Relief CTrain Operators will be distributed as equitably as possible biweekly to ensure familiarity and proficiency for all Operators on the list.
- b) Relief CTrain Operators with signed up bus work may have days off or daily bus work changed to accommodate CTrain work assignments and hours of rest requirements.
- c) Relief CTrain Operators that are spare on bus may be given bus or CTrain work without prior notice. Seniority will be adhered to in either case.
- d) All Relief CTrain Operators will be considered spare when working on CTrain
- e) If a Relief CTrain Operator is assigned both bus and CTrain work within one day, this Operator will receive their CTrain rate of pay for the entire day.
- f) Relief CTrain Operators that are assigned CTrain work as part of their workday will have a daily guarantee of 7.5 hours.

280 Relief CTrain Operator Movement

280.01 As vacancies occur on the full time CTrain Operator list, Relief CTrain Operators may be moved to the full time list in order of CTrain seniority. If the Relief CTrain Operator declines to move to the full time list, they will be removed from the Relief CTrain Operator list and returned to their Transit Operator position full-time. Any CTrain seniority gained would be lost.