



**COLLECTIVE AGREEMENT  
BETWEEN  
CALGARY HANDIBUS ASSOCIATION  
AND  
AMALGAMATED TRANSIT UNION  
LOCAL 583**



**Jan 1, 2007 - Dec. 31, 2009**

11376(05)

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## **ODEFINITIONS**

EMPLOYER or HANDIBUS:	Calgary HandiBus Association &/or Management
UNION:	Amalgamated Transit Union Local 583
EMPLOYEE:	A person employed by HandiBus and working in a position covered by this Agreement. Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.
SHIFT SIGN-ON:	The process of shift selection by Operators and Attendants referred to in Article 19.
SHIFT SIGN-UP:	The period during which time Operators and Attendants perform the work selected at each sign-on referred to in Article 19.
HANDIBUS SENIORITY:	Service time accumulated by an employee in all bargaining unit positions.
WORK AREA SENIORITY:	Service time accumulated by an employee in all classifications within one (1) work area.
CLASSIFICATION SENIORITY:	Unbroken service time accumulated by an employee in a permanent classification.
OPERATOR:	A person employed by HandiBus to operate a bus, possessing a valid driver's licence with the appropriate class, for the purpose of transporting passengers.
©	This symbol indicates clauses that apply to Casual and Part-Time Operator positions.

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **©1.01**

The purpose of this Agreement is to maintain harmonious labour relations between the Employer and the Union by establishing the conditions and terms of employment as well as the procedures for the resolution of any disputes which may arise therefrom.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **©2.01**

It shall be the Employer's right to exercise all of the management prerogatives and residual rights as are customary, to direct the work force, hire and fire, control the hours of work and make whatever decisions are necessary for the efficient operation as directed by the Board of Directors of HandiBus, always of course, subject to the terms of this Agreement.

## **ARTICLE 3 - UNION RIGHTS**

### **©3.01**

The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer as described in the Alberta Labour Relations Certification Certificate No. 112-2003, dated September 25, 2003.

### **©3.02**

The Union shall exercise all rights as provided by this Agreement and the Alberta Labour Relations Code.

### **©3.03**

The Union shall inform the Employer of all Union **representatives** charged with the administration of this Agreement and those **representatives** who shall be recognized by the Employer in the processing of grievances or negotiations with the Employer.

### **©3.04**

The Employer will grant leave for up to three (3) Union officers to participate in the negotiations of the Collective Agreement during regular working hours. Such leave shall be granted with the Union reimbursing the Employer for the wages paid by the Employer to the Union officers. Regular wages and benefits (per Appendix 2) will continue for the employees and no benefits provided by this Agreement other than wages will be lost.

**©3.05**

For the processing of grievances the Employer will allow time during regular hours of work with no loss in pay or benefits to the employee or his Union representative.

**©3.06**

The Union shall list current appointments of Union Officers, Business Agents, and Shop Stewards in each work area. A copy of such current list(s) of Union appointments shall be forwarded to Management.

**ARTICLE 4 - UNION SECURITY AND MEMBERSHIP**

**©4.01**

During the life of this Agreement, all employees covered by this Agreement shall become and remain members of the Union as a condition of employment.

**©4.02**

The Employer shall deduct from the wages of all employees covered by this Agreement all initiation fees, assessments and Union dues in such amounts as indicated by the Union to the Employer.

**©4.03**

The amounts deducted by the Employer, pursuant to Article 4.02, shall be forwarded by cheque to the Union office within ten (10) working days of each bi-weekly pay date.

**©4.04**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, actions and other forms of liability which may arise with respect to the deduction of any dues, initiation fees or assessments as provided for in Article 4.02.

**©4.05**

The Employer shall include a one and one-half (1.5) hour session during the training period for new employees to attend a Union orientation. Any employee unable to attend during their training period shall attend the next orientation. Employees required to attend a Union orientation on their own time shall be paid two (2) hour's pay at regular rates. Those employees failing to attend the later Union orientation shall forfeit all work assignments until such time as the employee is signed up as a Union member.



**©4.06**

The Employer shall include the amount of Union dues (including initiation fees) deducted on each applicable employee's T4 slip.

**ARTICLE 5 - UNION/EMPLOYER CO-OPERATION**

**©5.01**

A Committee entitled the Labour-Management Committee as established will meet on a regular basis for the purpose of discussing matters of mutual concern.

**©5.02**

The Union and the Employer shall each appoint three members to serve on the Labour-Management Committee.

**©5.03**

The Union and the Employer will alternate the chairing of regular meetings and the appropriate chairperson will prepare and circulate an agenda at least seven (7) calendar days prior to the date of a scheduled meeting.

**©5.04**

The Employer will take minutes at the meetings and will then provide copies of the minutes to all attendees. A copy of the minutes will be forwarded to the Union office.

**ARTICLE 6 - GRIEVANCE COMMITTEE**

**©6.01**

The Employer will recognize a Grievance Committee selected by the Union to represent employees in presenting their grievances to the Employer.

**©6.02**

Members of this Committee, while actively processing a grievance during regular hours of work, will not suffer any loss in pay or benefits.

**©6.03**

Such Committee shall be comprised of a reasonable number of members of the Union, but at no time will members referred to in Article 6.02 exceed three (3).

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**©7.01**

The purpose of this Article is to establish procedures for discussion, processing, and settlement of grievances. A grievance shall be defined as any difference arising out of the interpretation, application, administration, or an alleged violation of this Collective Agreement. **Either party to this Agreement may lodge a grievance in writing with the other party. The Employer and the Union jointly recognize the desirability of resolving conflicts, concerns and investigations promptly, through the use of good judgement, communications and clear directives by all parties.**

Prior to initiating a grievance, any employee who feels they have a grievance should first address their concerns with a Supervisor, at which time they shall be advised of their right to Union representation. **An employee, applicable Management and the Union may meet to resolve differences informally.** Notwithstanding the above, this shall not preclude the employee's or **Union's** access to the grievance procedure or affect the grievance procedure as outlined in Article 7.

**©7.02**

Any grievance shall include the Articles of this Agreement that have allegedly been violated or misinterpreted, and the relief and remedy sought by the aggrieved employee **and/or the Union**

**©7.03**

No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the employee or the Union for more than six (6) working days prior to the first filing of the grievance.

For the processing of grievances as provided herein, working days shall be considered as the days in which the Employer's administration offices are open to the public for the transaction of regular business.

**©7.04**

Employment Status	Hours Worked in all Classifications and HandiBus Service	Maximum Grievance Step
Casual & Part-Time	Up to 479 Hours 480 - 1,999 Hours 2,000 Hours and 2 Years Service	Step 1 Step 2 Step 4
Probationary	Up to 479 Hours 480 - 1,999 Hours 2,000 Hours and 2 Years Service	Step 1 Step 3 Step 4

10

©7.05

An aggrieved employee shall have the right to Union representation when processing a grievance. If the employee wishes they may present their grievance personally. The Employer will inform the Union office immediately if the grievance representation is to be made solely by the employee.

©7.06

Time limits as outlined in the grievance procedure may be extended by mutual agreement.

©7.07

STEP ONE - The grievance shall be presented in writing to the employee's Departmental Manager who shall hear the case within five (5) working days of filing. The Manager shall render a decision within three (3) working days of hearing the submission of the grievance.

©7.08

STEP TWO - Should the parties concerned be dissatisfied with the written decision of STEP ONE, the grievance shall be submitted in writing to the Manager of Operations within five (5) working days of the written decision. The Director shall hear the grievance within five (5) working days of the filing. The Director shall render a written decision within four (4) working days of the date of hearing the grievance.

©7.09

STEP THREE - Should the parties concerned be dissatisfied with the written decision of STEP TWO, the grievance shall be submitted in writing to the General Manager within five (5) working days of the written decision. The General Manager shall hear the grievance within five (5) working days of the filing. The General Manager shall render a written decision within five (5) working days of the date of hearing the grievance.

©7.10

STEP FOUR – **Should a satisfactory settlement not be reached as per STEP THREE**, the grievance may be referred by either party to an Arbitration Board for a final and binding settlement on all parties. The Arbitration Board shall be constituted as follows:

- a) one appointee of the Union
- b) one appointee of the Employer
- c) a neutral Chair selected by (a) and (b), or failing agreement by (a) and (b), as appointed by Alberta's Director of Mediation Services.
- d) the parties may by mutual agreement elect finalization by a single arbitrator
- e) if (d) is applied, appointment shall be as agreed by the Union and Employer and failing agreement, by appointment of Alberta's Director of Mediation Services.

Both parties agree to abide by the time limits established by the Labour Relations Code of Alberta, R.S.A. 2000, Chapter L-1 dated January 1, 2002 or as amended, subject to the terms of this Collective Agreement.

**©7.11**

The Arbitrator or Arbitration Board shall enquire into the subject matter at issue and shall render a decision in writing which will be final and binding upon the parties and upon every employee affected thereby. The Arbitrator or Arbitration Board shall have the power to deal with matters involving the interpretation, application, or alleged violation of this Agreement but shall not be authorized to alter, amend, extend or otherwise change the terms of this Agreement. The Arbitrator or Arbitration Board shall render a decision within ninety (90) calendar days of the hearing.

**ARTICLE 8 - UNFAIR DISCRIMINATION**

**©8.01**

The Employer shall not refuse to employ or refuse to continue to employ or show unfair discrimination against any person, with regard to employment or any conditions of employment, because of race, religious beliefs, colour, gender, sexual orientation, marital status, age, ancestry, place of origin of that person, physical or mental disability. The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement. The Employer also agrees not to discriminate against any person because of their affiliation with the trade union movement.

**©8.02**

The Employer and the Union recognize the negative impact that harassment has in the workplace; they will make every reasonable effort to prevent harassment between employees and also between employees and outside parties.

**ARTICLE 9 - DISCIPLINARY ACTIONS & RECORDS**

**©9.01**

If an employee is disciplined or dismissed, the employee and the Union shall be advised of the reasons for the discipline or dismissal in writing. An employee who has been disciplined or dismissed shall be entitled to a hearing as provided for under Article 7.

**©9.02**

An Employee shall have the right to representation by the Union and will be informed of this right when disciplined and that discipline is to be a matter of record. However, the absence of such notice will not nullify the discipline or dismissal. At the employee's request, Union representation may be waived. The Employer will immediately advise the Union office and the Local Chair when such Union representation is waived by an employee.

**©9.03**

In the event that an unfavourable report concerning an infraction or a record of discipline is made on an employee's personal file, a copy of the report or record shall be given to the employee and the Union office. Any unfavourable report received by the Employer that does not warrant disciplinary action shall not form part of the employee's personal file.

**©9.04**

All new policies and regulations shall be made known to the employees and will be posted in designated areas for at least one (1) month, prior to implementation, unless it can be shown that circumstances require immediate attention. Copies of all new policies and regulations shall be sent to the Union office.

Copies of all policies and regulations in effect will be made available for review by the employees, in a minimum of two (2) areas designated by the Employer.

**©9.05**

Rules and Procedures of the Employer shall be made known to the employees. Copies of these rules and procedures must be forwarded to the Union office.

**9.06**

When an employee is suspended for a minor misdemeanour, the Employer shall endeavour to give twenty-four (24) hours notice of said suspension.

**©9.07**

Both parties recognize the value of progressive discipline as being constructive and corrective when applied to particular employee infractions. When deemed appropriate, a process of progressive discipline shall be applied, but shall not be limited to exclude progressive discipline on the employee's overall employment record.

**©9.08**

All employees who drive HandiBus vehicles shall at all times be in possession of a valid driver's licence with the appropriate class and such licence shall be shown to the Employer upon request.

## **ARTICLE 10 - PERSONAL FILE**

### **©10.01**

Any employee wishing to review the contents of their personal file shall provide at least two (2) working days notice to the **Manager of Human Resources** or, in their absence, their designate, and shall review the file in the presence of the **Manager of Human Resources** or one with the authority to make necessary corrections.

### **10.02**

Disciplinary documents on the employee's personal file shall **be** removed after one (1) year from the date of issue, except in cases where such documents are part of a cumulative record. In cases where a suspension of five (5) days or more is imposed (four (4) days for the 4 and 3 shift), the documentation will be retained on the employee's file for two (2) years from the date of issue. Any accumulation of ninety (90) or more calendar days' absence from work will be added to the one (1) or two (2) year period as the case may be.

### **©10.03**

Verbal reprimands and letters of counsel are non-disciplinary in nature and, therefore, shall not be referred to as disciplinary action. Any documentation for such reprimands and letters will be retained on the employee's personal file for one (1) year from the date of issue. Any accumulation of ninety (90) or more calendar days' absence from work will be added to the one (1) year period.

### **©10.04**

Any disciplinary documents requiring the signature of an employee will be copied to the Union office.

### **©10.05**

Any employee may forward their written response to the Employer for issues or action taken related to discipline or their personal file. Any responses for such documentation will be retained on the employee's personal file per the timelines outlined in Article 10.

### **©10.06**

**Employees shall provide their address and telephone number to the Employer and shall ensure that they keep this information current at all times. The Employer shall then provide a copy of this information to the Union office.**

## ARTICLE 11 - SENIORITY

### ©11.01

Employees having worked less than nine-hundred-sixty (960) hours in a permanent classification are considered to be on probation.

Any casual employee who has worked a total of four-hundred-eighty (480) or more hours in a casual classification and has subsequently been appointed to a permanent position shall be deemed as having served a four-hundred-eighty (480) hour probation, and shall serve only an additional **three-hundred-twenty (320)** work hours on probation in the permanent classification.

Any casual employee who has worked less than four-hundred-eighty (480) hours in a casual classification and is subsequently appointed into a permanent classification shall serve a full nine-hundred-sixty (960) work hours on probation in the permanent classification.

### 11.02

Seniority lists which include all employees' HandiBus seniority and Classification seniority will be posted as follows:

- a) Maintenance Work Area: Updated and posted every six months (April and October). Seniority numbers will be updated by April 1 each year.
- b) Operator and Attendant Classifications: Updated and posted prior to each sign-on. Classification seniority lists shall be prepared annually in conjunction with the December sign-on. Operator and Attendant seniority numbers will be updated with the December sign-on.

Copies of each posting will be sent to the Union office.

### ©11.03

An employee who transfers or is promoted to a new or different position within the bargaining unit shall be permitted to retain seniority in the classification from which the employee was transferred or promoted for a period not to exceed **six (6)** months, including the applicable assessment period as described in Article 12.02.

Such employee must work a minimum of three (3) months in the new or different position before they have the right to revert back to their previous position, unless otherwise directed by management.

In the event of extenuating circumstances, Management will consider an employee's request to revert back to their previous position prior to the three (3) months. Any such reversion will be subject to approval by both the Union and Management.

#### **11.04**

Where an employee has transferred or is promoted to a new or different classification within a work area and that classification is subsequently affected by a reduction in staff, that employee shall use their HandiBus seniority to avoid being laid off. Such employees shall be able to return to their previous classification with their accumulated HandiBus seniority, provided they are qualified.

A returning employee shall replace the employee having the least HandiBus seniority in the classification to which they are returning; the employee so affected shall then be subject to lay off unless able to revert to their former position under the provisions of this Article.

#### **©11.05**

Where an employee leaves the Employer's service or is dismissed for cause, and is later rehired, that employee's seniority shall date only from the date of rehire into a permanent position.

#### **©11.06**

Where an employee moves to a position outside of the bargaining unit for a period not exceeding six (6) **consecutive** months and remains with the Employer's service, the employee retains classification seniority and is permitted to revert back to their bargaining unit position.

Where an employee moves to a position outside of the bargaining unit position for a period exceeding six (6) **consecutive** months and remains with the Employer's service, and subsequently returns to a bargaining unit position, their seniority shall date only from the date of return.

#### **11.07**

a) Should HandiBus decide to lay off an employee(s), the Employer will meet to discuss such matters with the officers of the Union in advance of the notification to the employee(s) concerned, in order to seek alternatives to the lay off.

b) When laying off an employee for less than sixty (60) calendar days, the Employer shall give to the Union and the employee affected as much advance notice as possible, but in no case less than two (2) weeks notice, or two (2) weeks pay at regular rates in lieu thereof.

c) When laying off an employee for sixty (60) calendar days or more, the Employer shall give to the Union and the employee affected as much advance notice as possible, but in no case less than two (2) weeks notice or two (2) weeks pay at regular rates in lieu thereof, or the greater amount as specified in Alberta's Employment Standards Code, Chapter E-10.3, May 31, 2001 as amended.

d) Upon receiving a notice of layoff, the employee affected must immediately reconfirm their address and telephone number with the Employer and keep this information current should any change occur.

e) In the event of a lay off, employees shall be laid off in reverse order of their classification seniority within a work area. When notice of layoff is given, the Employer shall inform the employee as to whether the anticipated duration of the layoff will be less than sixty (60) calendar days, or, sixty (60) calendar days or more.



Employees on lay off shall maintain their accumulated HandiBus seniority and recall rights for a minimum of two (2) years, or the length of their accumulated HandiBus seniority, whichever is the greater.

No new employees will be hired into a work area until those on lay off in that work area affected have been given an opportunity of recall, per the provisions of this Article.

f) Employees will be recalled, without a posting, in order of their classification seniority, as per the following:

*Recall of employees (laid off less than 60 calendar days):*

Laid off employees may decline a recall of four (4) workdays or less without a loss of their seniority. For recalls of five (5) or more work days laid off employees will be offered the work. If declined, the least senior employee will be required to return for the recall, and failure to do so will mean that the employee has forfeited their position with the Employer and be considered to have voluntarily resigned.

*Recall of employees (laid off 60 calendar days or greater):*

Laid off employees may decline a recall of thirty (30) calendar days or less, without a loss of their seniority. When being recalled for more than thirty (30) calendar days, the Employer will **telephone the employee and** send to their last known address a **registered** letter giving the employee a minimum of fourteen (14) calendar days from the date the letter is sent to report back for work. Employees not reporting for work within this period shall forfeit their position with the Employer and be considered to have voluntarily resigned.

The Union shall be copied on all recall notices.

#### 11.08

The Employer shall provide written notification to the Union and all employees on layoff of all vacancies within the bargaining unit.

### ARTICLE 12 - MOVEMENT OF PERSONNEL

#### 12.01

Management reserves the right to determine if a vacant or newly established position is to be filled. Where it is determined that a vacant or newly-established position will be filled, it shall be filled by employees within Local 583's bargaining unit, as described in Article 3.01. The vacancy, or any newly established positions, shall be posted for at least seven (7) calendar days, so that permanently employed staff may apply.

**12.02**

Employees selected under the above criteria shall be given an assessment period of up to six (6) **consecutive** months to prove their ability in the performance of the applicable duties. Failure to prove ability at any time during this period shall result in reversion of such employees to their previous position.

**12.03**

A copy of all postings shall be forwarded to the Union office. When an appointment has been made, the Union office shall be notified of the appointees name in order that the Union may place its objection, if any, before the employer.

**12.04**

Classification seniority shall commence on the completion of the probationary period and shall date from the first day of employment in that classification.

**©12.05**

Transfers shall be based on classification seniority. In filling a vacancy, transfers shall be given first priority. Permanent employees shall receive priority over Casual employees.

**©12.06**

Promotions shall be based on meeting the minimum qualifications of any vacancy. If the minimum qualifications are met the senior employee shall be the successful applicant.

**12.07**

Minimum qualifications for each position which would be filled by members of the Bargaining Unit shall be determined by the Employer. Should new qualifications be added or existing qualifications changed, the Employer shall advise the Union at least thirty (30) calendar days before the posting of a position requiring the new or different qualifications, that such changes will be made. Such changes shall be subject to the Grievance Procedure, as per Article 7.

**©12.08**

For the purpose of determining the order of advancement of casual employees into permanent positions, the following criteria shall be used for evaluation: overall service with HandiBus, hours worked in the casual classification, job performance based on documented records in the employee's personal file, and the employee's overall cumulative record since their date of hire with HandiBus.

Upon advancement into a permanent classification, employees shall accumulate HandiBus seniority as per Article 11.

## **ARTICLE 13 - WORK AREAS**

### **©13.01**

There shall be two (2) work areas:

- Operations
- Maintenance

### **©13.02**

In transfers and promotions, the order of preference shall be given to classification seniority first, work area seniority second, HandiBus seniority third, and then outside applicants.

### **©13.03**

Operations:

There shall be four (4) classifications of operations staff. These shall be:

- Operators
- Casual Operators
- Attendants
- Casual Attendants

### **©13.04**

Maintenance:

There shall be eight (8) classifications of maintenance staff. These shall be:

- Lead Hand Mechanic
- Mechanics
- Casual Mechanics
- Caretakers
- Casual Caretakers
- Service person
- Casual Service person
- Automotive Mechanic Apprentice

### **13.05**

Any new classifications shall be subject to the terms of Article 15.02.

## ARTICLE 14 - OPERATOR CLASSIFICATION

### ©14.01

- a) Operators who are permanently employed by HandiBus shall be required to participate in each shift sign-on as described in Article 19. At each sign-on, these Operators shall, by seniority, select a **PreSchool shift, a regular shift or Spareboard**.
- b) Operators selecting a **signed-on shift (PreSchool shift, regular shift or Spareboard)** are scheduled to work eighty (80) hours per pay period.
- c) Spareboard operators are also scheduled to work eighty (80) hours per pay period, but these Spareboard operators shall not receive overtime until such maximum is reached.
- d) The eighty (80) hours for Spareboard referenced in c) above shall not apply during Christmas, Easter, spring school breaks, summer, and known agency/program cancellations and closures of two (2) days or longer. During these periods a bi-weekly guarantee of seventy-two (72) hours will replace the eighty (80) hour guarantee.
- e) During each fiscal year, HandiBus will maintain the following split on the total service hours provided: eighty percent (80%) to be worked by Regular and Spareboard operators, and twenty percent (20%) by casual and part time operators. The temporary Spareboard hours referenced in Article 14.04 f) count towards the eighty percent (80%) calculation. The Local Chair and the Union Office shall be provided with quarterly status reports on the split of service hours provided.
- f) In the event of a major reduction in budgeted service hours (excluding any reductions in the Preschool service), service hours will be reduced per the 80/20 ratio referenced in 14.01 e.
- g) All Operators shall receive all applicable benefits as described in Appendix 2.

### ©14.02 Spareboard

- a) The main purpose of the Spareboard is to fill in for Signed-on Operators when vacancies occur with the signed-on group. Spareboard work is comprised of coverage for sickness and injury, vacation, leave of absence, lates and no-shows, committee work, occasional PR activities, games, charters and extra service demands. Casual and Part time operators may also be assigned to work related to lates, no-shows and extra service demands.
- b) The number of shifts on the Spareboard will not exceed twenty percent (20%) of the total number of permanent Operators, subject to the exception noted in Article 14.04 f.
- c) Any permanent operator may sign onto Spareboard at shift sign-on, and shall be subject to all rules and regulations pertaining to Spareboard status, as outlined in this Collective Agreement.

- d) Operators on the Spareboard shall be offered available shifts (per e below) based on classification seniority. When all desired shifts have been selected, remaining shifts shall first be assigned to Spareboard operators who have not chosen a shift, then to Casual and Part time operators.
- e) The following defines the available shifts that will be posted for bid, provided that no major changes to the work are known (e.g. Easter and spring breaks, summer, agency/program cancellations and closures, major events):
- Absences of one (1) week or greater for vacation (including deferred vacation), granted leave, relief supervision, operator training, and union business;
  - Absences of two (2) weeks or greater for W.C.B. and Weekly Indemnity.
- f) Shifts available for a duration of one (1) week shall be posted each Tuesday by 17:00 hours for the **next** week's work. Bids for this work must be received by 09:00 hours Thursday, and the results will be posted by 17:30 hours.
- Shifts available for a duration of two (2) weeks or greater shall be posted by 17:00 hours five (5) working days prior to bids closing. Bids must be received by 12:00 noon on the Tuesday prior to the next week's work, and the results posted by 17:30 hours.
- g) Shifts available for a duration of less than the time frames as outlined in e) above will **be** assigned on a daily basis per Article 14.02 d). In the event that major changes to the work are known, the work will first be re-scheduled and then assigned, otherwise it shall remain intact.
- h) Shifts that come available due to termination or resignation shall be posted for bid. In the event that the shift is not bid on, the shift will be assigned to the least senior Spareboard Operator for the remainder of the sign-up.

**©14.03**

Permanent vacancies within the Spareboard shall be filled as per Article 12. If the provisions of 12.05 or 12.06 have been fulfilled, Spareboard vacancies shall be filled from the Casual Operator classification by way of posting.

**©14.04**

- a) Casual and Part-Time Operators shall be used to maintain the Spareboard, to work nights and weekends, and to assist with some of the varying service levels in the daily operation.
- b) Casual operators must be available for work per the days/times as agreed (in writing and copied to the Union office) upon hiring.

Part-Time operators will be available for work on a total of ten (10) days per bi-weekly pay period; **they shall have days off assigned by their Supervisor and posted prior to 17:30 hours each Thursday. A minimum of 70% (seventy percent) of the Part-Time Operators shall be assigned consecutive days off.**

- c) The total number of Casual operators (excluding Part-Time operators) shall not exceed seven percent (7%) of the total number of Permanent Operators; Part-Time Operators shall not exceed twenty percent (20%) of the total number of Permanent Operators.
- d) A Part-Time Operator is entitled to a forty (40) hour bi-weekly minimum guarantee. Stand-by, training, union leave and general holiday pay count towards the guarantee. The guarantee is reduced for time missed by the Part-Time Operator.
- e) The maximum bi-weekly scheduled hours (excluding overtime and game pay) for Casual Operators shall be forty-eight (48) hours, and Part-Time Operators are limited to sixty-four (64) scheduled hours (excluding overtime and game pay).

If a Part-Time Operator works more than sixty-four (64) hours in a pay period, then by Seniority choice a Part-Time Operator shall become a temporary Spareboard Operator for the subsequent four (4) pay periods.

The promoted Operator is entitled to a seventy-two (72) hour bi-weekly guarantee during the four (4) pay periods mentioned above. This promoted Operator shall not work more than eighty (80) hours in any of the subsequent four (4) pay periods (this maximum includes overtime and game pay). Also, the Operator promoted retains their Casual classification status, and is paid at the higher hourly rate of 'Perm to 1 Year' during the four (4) pay periods. All temporary Spareboard hours worked by this promoted Operator, in addition to those hours provided for in Article 11.01, shall count towards their probationary requirements.

- f) When the combined total number of Operators absent on Weekly Indemnity and WCB exceeds fourteen (14), HandiBus may increase the size of the Spareboard and promote Part-Time Operators to temporary Spareboard status, on a one-to-one ratio, respecting seniority by using employee service dates. These promoted Operators shall be paid at the current 'Perm to 1 Year' hourly rate and shall not be entitled to any change in benefits apart from the provisions of Appendix 2 (#7), if applicable to the Operator being temporarily promoted. Replacements for the promoted Part-Time Operators are to be requested from the Casual Operator group, and if none are found new Operators may be hired.
- g) A breakdown of all hours worked by Casual and Part-Time Operators will be forwarded to the Union office and Local Chair on a bi-monthly basis.

## **ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY**

### **©15.01**

Classifications and rates of pay are as set forth in Appendix 1 which is attached to and forms part of this Agreement.

### **©15.02**

In the event that a new classification of work is established by the Employer during the life of this Agreement, the Employer will notify the Union of the classification and the applicable rate of pay. Upon such notification, the new classification shall form part of Appendix 1.

### **©15.03**

The Union may appeal the rate of pay within seven (7) calendar days of the receipt of such notice to the General Manager and the same may be negotiated during the term of this Agreement. If settlement cannot be reached within reasonable time, the Union may file a Notice to Arbitrate.

### **©15.04**

Should a Notice to Arbitrate be filed under Section 15.03, the provisions of Article 7.10, 7.11 and 7.12 shall apply.

### **©15.05**

An employee shall suffer no loss of pay if required to relieve another employee in a lower paid classification.

### **©15.06**

If an employee is required to relieve another bargaining unit employee in a higher paid classification for four (4) hours or longer, the employee shall be paid at the rate of pay for that higher classification for the time worked in that higher classification.

## **ARTICLE 16 - HOURS OF WORK**

### **©16.01**

- a) A regular workday for employees working a five (5) days on and two (2) consecutive days off shift shall consist of eight (8) working hours.
- b) A regular workday for employees working a four (4) days on and three (3) consecutive days off shift shall consist of ten (10) working hours. Exceptions to these three (3) days off may be made at each sign-on, only by mutual consent with the Local Chair.
- c) An employee's scheduled hours of work shall be confined within a period of twelve (12) consecutive hours in any one (1) workday. Provided that the work can be completed safely, hours may be extended beyond twelve (12) due to an accident or occurrence of unforeseeable/unpreventable circumstances.

**©16.02**

- a) Rest periods scheduled within a shift will be comprised of one or a combination of the following:
  - i) A paid coffee break of fifteen (15) consecutive minutes in duration. If more than one coffee break is scheduled within a shift, these shall occur in each half of the shift or be combined to provide for one paid rest period of thirty (30) consecutive minutes.
  - ii) Unpaid time of a variable length.
- b) Rest periods will be granted as per the following:

Scheduled hours of work	Rest period - paid	Rest period – unpaid
Less than 4	Nil	Nil
4 or more, but less than 7.5	1 of 15 mins	Variable*
7.5 or more, but less than 10	2 of 15 mins, or 1 of 30 mins	Variable
10, but not greater than 12.	1 of 30 mins	Minimum 1 of 30 mins (combined with paid 30 mins)

\* For shifts in excess of 5 hours but less than 7.5 hours, 15 minutes paid time will be combined with a minimum of 15 minutes unpaid time in order to provide for a rest period of 30 consecutive minutes.

All shifts greater than 5.5 (five and a half) hours will have a break assigned prior to the start of the shift.

- c) For shifts of 8 hours in duration with a single rest period, this will be scheduled to commence between two and one half (2%) and five and one half (5%) hours worked.
- d) For shifts of 10 hours in duration with a single rest period of sixty (60) consecutive minutes, this will be scheduled to commence between three and one half (3%) and six (6) hours worked.
- e) After the shift has commenced, rest periods will not be changed without the consent of the employee.
- f) The Employer shall determine the actual length of the rest periods.

**©16.03**

- a) If there is more than one scheduled rest period within a shift, they must be scheduled after the first hour worked and prior to one hour before the shift end;
- b) a minimum of sixty (60) minutes must be scheduled between the rest periods;
- c) no employee working an eight (8) hour shift will be scheduled to work greater than five and



one half (5%)hours without a rest period of at least fifteen (15) minutes; and

- d) no employee working a ten (10) hour shift will be scheduled to work greater than six (6) hours without a rest period of at least fifteen (15) minutes.

**©16.04**

Rest periods of sixty (60) consecutive minutes or greater will have a fixed portion called a “core period”. Outside of this core period, rest periods may slide as follows:

- a) Rest periods of less than sixty (60) minutes will commence within the time frames outlined in 16.02 c); or
- b) Rest periods of sixty (60) minutes to eighty-nine (89) minutes, with the exception of those outlined in 16.02 d), can commence up to a maximum of fifteen (15) minutes prior to or fifteen (15) minutes after the designated start of the rest period; or
- c) Rest periods of ninety (90) minutes or greater can commence up to a maximum of thirty (30) minutes prior to or thirty (30) minutes after the designated start of the rest period.

**©16.05**

The employee must advise their immediate Supervisor by the time the rest period is scheduled to commence if unable to observe the scheduled rest period.

Employees not commencing a rest period by five and one half (5%)hours worked on the eight (8) hour shift and six (6) hours worked on the ten (10) hour shift will be paid an additional thirty (30) minutes at overtime rates of time-and-one-half (x 1½).

**©16.06**

**During the term of this Agreement, at each shift sign-on the Employer**

- a) shall maintain a minimum of nine (9) “4 and 3” shifts; and
- b) shall maintain the number of straight shifts available at 27% (twenty-seven percent) of the total of all Pre School and regular shifts, or increase the percentage.

**©16.07**

Employees required to report for work on a “standby” basis shall be guaranteed two (2) hours pay at the appropriate rate. In the event that the employee is subsequently provided with work within the standby period, their pay shall be calculated from first report time and all applicable overtime and other premiums shall apply.

**©16.08**

Call-in **and Call-back** procedures for Operators:

- a) Spareboard, Casual and Part time Operators are to call Resource Planning, via the confidential Operator Virtual Mailbox system, between 8 pm and 10 pm, to confirm their next day's work assignment.
- b) Resource Planning will keep track of Operators' work preferences and assign work for the next day based on seniority.
- c) Any Casual or Part-Time Operator who is required to call-back the next day for their work assignment shall be paid twenty (20) minutes (at regular rate) for the 1<sup>st</sup> call-back that day, and forty (40) minutes (at regular rate) for each subsequent call-back that day.**
- d) On the occasion that the new Operator Virtual Mailbox system fails for five (5) consecutive days or more, Spareboard Operators (not Casual and Part time operators) who are required to call-in **to the on-duty Supervisor in Resource Planning** will be paid thirty (30) minutes, at regular rates, per call-in. The thirty (30) minutes paid for such a call-in will count towards the maximum hours per pay period as described in Article 14.

**©16.09**

Hours of Rest

- a) The minimum hours of rest per day shall be:

Ten (10) hours as calculated from scheduled off-duty time to scheduled on-duty time the next day for all employees signed-up on regular shifts; eight (8) hours as calculated from actual off-duty time to report time the next day for Spareboard and Casual employees, except in cases where a Spareboard employee has bid on a work assignment of one (1) week's duration or greater, in which case a minimum of ten (10) hours of rest will be applied.

- b) Employees will be paid .5 times their regular rate of pay for the time worked that encroaches on the minimum hours of rest specified in (a) above. However, when an employee volunteers for overtime/special events, selects a shift at sign-up/weekly bid or is assigned alternate work as a result of a late report, the encroachment premium does not apply.

**©16.10**

When an employee calls-in late or arrives late for work, and subsequently loses their assigned work, the following conditions shall apply:

- a) the employee loses all guaranteed work hours for that day; and
- b) the employee, if available when required, shall be given work not previously assigned or covered before any work is given to other employees not scheduled to work that day; and

- c) the employee's Supervisor, in attempting to provide the minimum applicable hours of rest, may assign work that does not constitute a normal full day's work.

## **ARTICLE 17 - PAY DAYS**

### **©17.01**

Employees shall be paid, by cheque or direct bank deposit, on alternate Fridays. Should a General holiday fall on a Friday, every effort will be made to pay employees on the preceding workday.

## **ARTICLE 18 - OVERTIME**

### **©18.01**

Employees, except Spareboard and Casual Operators who are covered under Article 14.01, shall be paid the rate of time-and-one-half ( $x 1\frac{1}{2}$ ) for actual time worked in excess of eight (8) hours daily (for the 5 on, 2 off shift), or ten (10) hours daily (for the 4 on, 3 off shift), or forty (40) hours per week. Notwithstanding the foregoing, this will not preclude the payment of daily overtime to Spareboard and Casual Operators.

### **18.02**

Overtime for work performed on an employee's day off shall be paid at the rate of double time ( $x 2$ ).

### **©18.03**

Overtime for General holidays will be paid in accordance with Article 20.

### **©18.04**

In the giving out of overtime, the Employer agrees that such overtime will be distributed as equally as possible among employees, in a non-discriminatory fashion. At each shift sign-on referred to in Article 19.01, Operators will be requested to sign-on for possible overtime available during the sign-up period. The Employer will keep a daily record of overtime distribution and will first assign known overtime in excess of one (1) hour to available Operators on the sign-on listing, in seniority order. Priority will be given to Operators working at the rate of time-and-one-half ( $x 1\frac{1}{2}$ ) over double ( $x 2$ ) time rates.

### **18.05**

Employees called into work during their days off or after they have signed out on the completion of their regular workday shall be paid a minimum of two (2) hours double time.

**©18.06**

Overtime worked shall not be applied towards the accumulation of maximum hours referred to in Article 14.

**ARTICLE 19 - SHIFT SIGN-ON**

**19.01**

There shall be a shift sign-on of Operators conducted at four (4) month intervals, normally beginning on the first Wednesday of the months of April, August and December, and to take effect at each respective sign-up on the first Sunday of the first full pay period in the month of May and at the start of the school year in January and September, or by mutual consent with the Union office. There will be a separate mini sign-on, of two (2) or three (3) weeks, included with the Operators' September sign-up.

To ensure minimal disruption to employees and to the service provided to customers, Management shall endeavour to schedule operators to sign-on times which coincide with the start, split or finish times of the operators. Operators may be required, however, to sign-on during their normal hours of work. Further, operators who are required to sign-on at a time that is inconvenient to them may exercise other options available for signing-on, such as the use of a proxy, phone-ins or providing a list of shift choices.

Management and the Union shall meet and review the sign-on times/time frames required prior to each "shift sign-on" sheet being posted. Sign-ons shall be conducted on weekdays, between the hours of 05:30 and 20:30. Examples of time frames are:

0530	→	0630
0930	→	1130
1200	→	1400
1630	→	2030

**19.02**

There shall be a shift sign-on of Attendants conducted two (2) times per year, normally beginning on the third Monday of the months of August and December, and to take effect at each respective sign-up on the first Sunday of the first full pay period at the start of the school year in September and January, or by mutual consent with the Union office. Furthermore, an additional sign-on of Attendants will be conducted in June if required for summer Preschool service.

**19.03**

All Operators and Attendants shall be eligible to participate in each of their respective shift sign-ons, and the order of selection shall be on the basis of classification seniority. For this purpose, the Employer shall prepare and post updated seniority lists and shift sign-up sheets not later than seven (7) calendar days prior to each shift sign-on. The shift sign-up sheets shall include all work known at the time of sign-ons.

The sequence of signing up will be on a rotating basis, or by mutual consent with the Union office. When Attendants sign-up first, the Attendants sign-on times will be advanced to allow their sign-up to precede the regular sign-on for Operators.

#### **19.04**

Each shift sign-on shall apply to all designated shifts except those in a “protected” classification. Shift variations during a shift sign-up in excess of one (1) hour shall be subject to negotiation. The Employer shall provide 24 hours notice to the employee prior to any such change taking place. When notice of less than 24 hours is provided, the employee shall receive overtime rates for all time worked outside the previous shift schedule until the 24 hour notice period has elapsed.

The Employer will provide the Local Chair and the Union office with a copy of all time changes to shifts for Operators and Attendants.

#### **19.05**

A two (2) person Committee appointed by the Union shall be provided with the work contained in the sign-up and all other known work at least ten (10) calendar days prior to posting. The Committee shall meet with the Employer to discuss the impact of the new sign-up prior to posting and be present throughout the sign-on for monitoring purposes.

The Committee shall meet with the Employer at least once between sign-ups to discuss variances from the sign-up.

**The number of “4 and 3” and “straight” shifts will be discussed as outlined in Article 16.06.**

Further, the Employer will consult the Committee prior to introducing new shifts during a sign-up period.

Also, for as long as the Employer operates a south facility, one (1) additional Union appointed representative will monitor the sign-on process at the south facility during the agreed upon monitoring periods.

Any lost regular wages and benefits for Committee meetings and monitoring periods shall be borne by the Employer.

NOTE: In addition to the above, at each sign-on employees will be reminded of the possibility of revisions to the work because of uncontrollable variances so that they can make adjustments to their outside commitments. Parents of pre-school children will receive written reminders concerning the early registration of their children.

#### **19.06**

**At** the time each seniority list is posted per Article 11.02, the Employer shall also post notification of the time and location of the shift sign-on. If an Operator or Attendant is unable to attend their shift sign-on, the employee may, by written delegation, appoint another employee as their representative for that purpose. If the Operator or Attendant fails to appear or appoint a representative or make their selection within ten (10) minutes of the scheduled sign-on time, the Committee shall make the shift selection, and the employee shall work the selection **so** chosen for the balance of the shift sign-up. At the time of the shift sign-on, all shifts posted shall be filled. In filling any shift vacancies, the Employer may appoint employees in order of reverse seniority.

**19.07**

There shall be a shift sign-on for Maintenance employees conducted twice per year (April and October) to take effect on the first Sunday of the full pay period in the months of May and November, or by mutual consent with the Union office.

The Local Chair shall be provided with the work contained in the Maintenance sign-up at least ten **(10)** calendar days prior to posting. The Local Chair shall meet with the Employer to discuss the impact of the new sign-up prior to posting. Further, the Employer will consult the Local Chair prior to introducing new shifts during a sign-up period. Any lost regular wages and benefits for the meetings with the Local Chair shall be borne by the Employer.

**ARTICLE 20 • GENERAL HOLIDAYS**

**©20.01**

The following twelve (12) days shall be defined as General Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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 General Holidays, except when replacing the named in which case the proclaimed general holiday only shall be recognized.

In addition, should either the Province of Alberta and/or the Government of Canada decide to remove a General Holiday from those listed above, it is understood that the days listed in this Article would then exclude the General Holiday that was removed from those proclaimed.

**©20.02**

An employee is not entitled to General Holiday pay if the employee:

- a) has worked for the Employer for less than thirty (30) calendar days during the preceding twelve (12) months; or

- b) is absent from employment without the consent of the Employer on a General Holiday when he is required or scheduled to work; or
- c) is absent from employment without the consent of the Employer on the employee's last regular working day preceding, or the employee's first regular working day following, a General Holiday; or
- d) can not provide proof of illness as confirmed by a Doctor's note dated during the term of the employee's illness.

### **20.03**

If a General Holiday falls on an employee's normally scheduled day to work, and the employee is not required to work, the employee shall be paid their normally scheduled hours.

### **20.04**

If a General Holiday occurs on an employee's normal day of work, and the employee works on that day, that employee shall receive eight (8) hours pay for the Holiday, plus one and one half (1.5) times their regular rate of pay for all hours worked on that day. Employees with less than thirty (30) days service shall be paid time and one half (1.5) for hours worked.

### **20.05**

If a General Holiday occurs on an employee's normal day off, and that employee is called out from home to work on that day, that employee will receive eight (8) hours pay for the Holiday, plus two times (x 2) their regular rate of pay for all hours worked on that day. Employees with less than thirty (30) days service shall receive two times (x 2) for hours worked.

### **20.06**

Where a General Holiday falls on an employee's normal day off:

- a) The employee will receive, in lieu of the General Holiday, a lieu day off with pay. Subject to the needs of the operation, the Employer may designate a lieu day off a minimum of twenty one (21) calendar days notice prior to the General Holiday.
- b) An employee may also request, in writing and within fourteen (14) calendar days prior to the General Holiday, an alternate lieu day off with pay. Should the Employer not designate a lieu day off with pay, the employee may request an alternate lieu day off with pay. Granting of all such requests shall be subject to the needs of the operation. Should the Employer not designate a lieu day off or should the employee not request one, the employee shall receive eight (8) hours straight time pay as General Holiday Pay.
- c) The alternate lieu day must be taken per a) or b) above, within twelve (12) months of the General Holiday.

**20.07**

Re-arranged work hours for Mechanics

Alternate time off, including an alternate lieu day for a General Holiday, may be given for overtime hours authorized and already worked. This alternate time off can also apply for situations such as pre-scheduled work campaigns involving specific tasks. The Employer will contact the Local Chair in advance concerning any pre-scheduled work campaigns.

**ARTICLE 21 - VACATION**

**© 21.01**

**(a)**

By the third week of February of each year, the Employer shall post a preliminary list showing the vacation entitlement (pro-rated per the NOTE below to Jan 31<sup>st</sup> of the current year) for all employees, according to classification, for the following vacation year. By April 30<sup>th</sup> of each year the Employer will contact each employee affected by any subsequent pro-rating of their entitlement (covering February and March of the current year) to amend their selection.

The vacation year shall commence on April 1 of each year and shall terminate on March 31 in the subsequent year.

For purposes of each vacation sign-on, the vacation entitlement for all employees shall be calculated in accordance with completed years of continuous service as of March 31 of the applicable vacation sign-up period. Also, an employee who qualifies for an additional week of vacation (per Articles 21.05 to 21.09) inclusive) will be granted the week for the current vacation sign-up period and will be allowed to sign-on for the additional week at the time of the vacation sign-on.

NOTE: Vacation entitlements **and vacation pay** shall be pro-rated **for unpaid absences, excluding absences for WCB or Weekly Indemnity less than two hundred (200) hours in a vacation year** and any leave of absence referred to in Articles 22.05, 22.06, 22.07 and 22.09.

For pro-rating purposes:

- (a) Time will be deducted for absences in blocks of one week (forty (40) hours) or more; **and**
- (b) Time will also be deducted in cases of excessive daily absenteeism totalling forty (40) hours or more in any calendar month that was not already deducted per Point (a).



(b)

**Vacation entitlements and vacation pay for Casual and Part Time Employees is based upon the employee's years of continuous service, and is calculated as follows:**

**After 1 yr service: 2 weeks (paid as 4% of earnings in prior year per Art 21.11b);**  
**Yr 2 & after: 3 weeks (paid as 6% of earnings in prior year per Art 21.11b).**

Casual and Part Time employees who become permanent shall receive recognition for hours worked in all casual classifications only for the purposes of calculating continuous service concerning the granting of paid vacation as a permanent employee, per Articles 21.04 to 21.09 inclusive.

#### © 21.02

Employees with the most seniority, within their classification, shall be given preference as to their choice of vacation. **Casual and Part Time employees will participate in each vacation sign-on; they will select their vacation within their classification according to their HandiBus seniority.** The number of employees allowed to take a vacation at any one time will be dependent on operational requirements, as approved by their Supervisor.

Vacation selections shall be made during March of each year. The list of available vacation dates and sign-on schedules will be posted at least two (2) weeks prior to the beginning of the vacation sign-on. An employee who does not choose their vacation dates on the day required shall be allowed to choose among the remaining available vacation dates thereafter during the sign-on, **with their seniority.**

Employees who fail to choose their vacation dates by the end of the vacation sign-on period will be assigned by the Employer to any remaining vacancies. The employee shall be provided with a minimum of twenty-one (21) calendar days advance notice of the effective date of such assignment.

When the vacation selections have been made, there will be no change unless it is of an emergency or a compassionate nature and mutually agreed between the Local **Chair and Manager of Human Resources.**

#### 21.03

During the months of July and August, and also during Christmas week, subject to operational requirements, the Employer will maintain or increase the number of available vacation weeks from the previous year for permanent employees. In the event that these vacation weeks have to be reduced from the previous year, Management will meet with the Union, prior to any reductions being made, in order to review what other options might be available.

#### 21.04

Upon completion of one (1) year of continuous service, an employee shall be **entitled to two (2) weeks vacation entitlement (paid as eighty (80) hours).**

**21.05**

Upon completion of two (2) years of continuous service, an employee shall be **entitled to three (3) weeks vacation entitlement (paid as one hundred and twenty (120) hours).**

**21.06**

Upon completion of nine (9) years of continuous service, an employee shall be **entitled to four (4) weeks vacation entitlement (paid as one hundred and sixty (160) hours).**

**21.07**

Upon completion of seventeen (17) years of continuous service, an employee shall be **entitled to five (5) weeks vacation entitlement (paid as two hundred (200) hours).**

**21.08**

Upon completion of twenty-five (25) years of continuous service, an employee shall be **entitled to six (6) weeks vacation entitlement (paid as two hundred and forty (240) hours).**

**21.09**

Upon completion of thirty (30) years of continuous service, an employee shall be granted either a one time bonus of an additional two (2) weeks vacation (**paid as eighty (80) hours**), or **eighty (80) hours** pay at their prevailing wage, at the employee's choice.

Upon completion of thirty-three (**33**) years of continuous service, an employee shall be entitled to seven (7) weeks **vacation entitlement (paid as two hundred and eighty (280) hours).**

**21.10**

Where a General Holiday occurs during an employee's vacation, the employee may receive a day off at the beginning or end of the vacation period in lieu of the General Holiday, subject to the needs of the operation. Requests for such a day off must be made at the time of the shift sign-on immediately preceding the vacation period. If a lieu day off is not taken or granted, the employee shall receive eight (**8**) hours straight time pay as General Holiday pay.

**21.11**

a) Vacation pay for permanent employees who are terminated shall be calculated as a percentage of earnings on a pro rated basis:

- 2 week entitlement - 4%
- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement - 14%

- © **b)** Vacation pay shall be calculated to include all premiums with exception of overtime normally received by an employee if worked.
- © **c)** Vacation pay for employees who are terminated and who have not been confirmed as permanent employees shall be calculated as a percentage of earnings on a pro rated basis per the provisions of the current Alberta's Employment Standards Code.
  - 2 week entitlement - 4%
  - 3 week entitlement - 6%

#### **21.12**

- a) Employees covered by this Agreement shall be permitted to save and carry forward (i.e. bank) to a future vacation period one (1) week of annual vacation per annum, up to a maximum of six (6) weeks for employees with less than twelve (12) years of service or eight (8) weeks for employees with twelve (12) or more years of service, subject to approval of the Departmental Manager and the needs of the operation. Employees who want to bank a vacation week for the upcoming vacation year shall inform Management by January 31<sup>st</sup> each year of their choice by completing the form provided. The vacation periods carried forward will be selected after all employees' annual entitlements have been chosen, subject to approval of the Departmental Manager and the needs of the operation. All banked vacation shall be paid at the employee's prevailing wage when taken. Any employee may request a pay-out of their banked vacation up to their maximum banked hours, up to twice in any calendar year.
- b) Employees may accumulate deferred vacation, i.e. vacation time that was previously selected per Art 21.02 and cancelled (e.g. employee was on WCB or WI). Such deferred vacation must be taken or paid out by March 31<sup>st</sup> in the vacation year following the year of deferral. Deferred vacation may be used to 'top up' an employee's pro-rated entitlement and vacation pay, to the original levels before pro-rating. All deferred vacation shall be paid at the employee's prevailing wage when taken. Any employee may request a pay-out of their deferred vacation up to their maximum deferred total hours, no more than twice in any calendar year.
- c) Every month (effective May each year) Management will post a list of revised, vacant vacation weeks for Operators and Attendants, for seniority selection by those who still have banked or deferred vacation entitlement.
- d) For personal appointments, banked or deferred vacation may be taken in daily increments up to a maximum of five (5) days per year, subject to approval of the Department Manager and the needs of the operation. Employees shall make every effort to schedule their personal appointments outside of their normal working hours, and when unable to do so shall provide as much advance notice to the Employer as possible.

#### **21.13**

Sickness which occurs during an employee's vacation, and which is verified by the attending Doctor's certificate dated within three (3) days of the sickness occurring, shall be recognized as sick time under Article 33. The employee shall be entitled to the appropriate vacation allotment for the period of the illness provided that their Supervisor is informed of the sickness within three (3) days of becoming ill. Upon notification by the employee, the Supervisor shall cancel the employee's vacation and place the employee on sick leave as per Article 33.

## **ARTICLE 22 - GENERAL LEAVE**

### **22.01**

Leave of absence other than maternity, paternity, adoption or bereavement leave shall be considered only upon application from employees with more than one year's seniority.

### **22.02**

An employee desiring a leave of absence for three (3) working days or more shall apply in writing to their Department Manager not less than fourteen (14) calendar days prior to the requested leave. Such application shall contain the length of the leave applied for and the reason for such leave.

### **22.03**

The employee's Department Manager shall advise the employee of their decision by making a notation on the employee's application as to whether the leave of absence has been granted or refused. A copy of the employee's application with the decision of the employee's Department Manager noted thereon shall be returned to the employee within seven (7) calendar days after the date of application.

### **22.04**

Should the application be refused, the employee may resubmit the application to the General Manager within three (3) working days of receipt of the Department Manager's decision. The General Manager shall notify the employee of his decision within three (3) working days of the submission. The decision of the General Manager shall be final and binding and not subject to any grievance or arbitration procedures.

### **22.05**

Leave with pay for the purpose of attending courses or for writing an examination shall be granted upon application of the employee provided that the course or examination is related to the operations of the Employer and has been previously approved by the Employer.

Courses or instruction required by the Employer or deemed necessary by the Employer to remain proficient in the employees' classification shall be provided by the Employer.

While on leave for the purpose of attending required courses or writing of examinations as aforementioned, the employee shall suffer no loss of benefits coverage.

### **22.06**

Permission for leave without pay for the purpose of attending Union schools, Union-related courses or Union business matters shall be made in written form from the Union office providing 72 hours notice to the immediate supervisor. Such request shall not be unreasonably withheld. Under special circumstances, efforts will be made to accommodate requests for leave when 72 hours notice is not possible. Employees on Union Leave shall be paid full benefits and wages by the Employer and subsequently, the Union shall reimburse the Employer.

**22.07**

Upon request by A.T.U. Local 583, and giving as much notice as practicable, any employee engaged on a full time basis by the Local in matters related to HandiBus business, including other labour organizations to which the A.T.U. is affiliated, shall be granted an indefinite leave of absence for such union duties. Such requests shall have priority over all other applications. Such employees shall continue to accumulate seniority in accordance with the Collective Agreement and upon notice of at least one (1) month to return to active employment, shall have the right to return to their former position, provided they are qualified.

Employees on such Union leave shall be paid full benefits and wages by the Employer and subsequently, the Union shall reimburse the Employer.

**22.08**

In the granting of leave of absence for Military service, it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations approved by the Employer relative to HandiBus' pension and group insurance plans.

**22.09**

Any leave of absence is granted by the Employer on the following conditions:

- a) An employee granted leave will not be permitted to return to work until the expiration of the said leave unless approved by the Employer.
- b) Where an employee overstays a leave of absence without permission, they shall automatically forfeit their position with the Employer and be considered to have voluntarily resigned unless in the opinion of the General Manager, or designate, such overstay was justifiable.
- c) If at any time it is found that an employee on leave has accepted any kind of employment, that employee will automatically forfeit their position with the Employer and be considered to have voluntarily resigned except in cases wherein prior approval was granted by the Employer.

**22.10**

In recognition that many employees may choose to celebrate Holy Days other than those included in recognized General Holidays, the Employer will grant a leave of absence without pay per this Article, to those employees who request these days at the time of sign-on for the upcoming sign-up.

**ARTICLE 23 - MATERNITY LEAVE**

**23.01**

Maternity leave shall be granted without pay in accordance with the Employment Standards Code, R.S.A. 2001, c. E-10.3 as amended or any successor legislation thereto.

**23.02**

An employee returning to work from maternity leave shall be reinstated to the position she held at the time she went on leave without loss of seniority but without claim to any promotions effected during her absence on leave.

**23.03**

Employees receiving Weekly Indemnity benefits due to illness or injury, who subsequently require Maternity Leave, are entitled to resume Weekly Indemnity benefits at the expiration of the period of E.I. Maternity Leave, if still confirmed by a physician to be ill or injured.

Employees who become ill or injured while on Maternity Leave are entitled to Weekly Indemnity benefits at the expiration of the period of E.I. Maternity Leave, if still confirmed by a physician to be ill or injured.

**ARTICLE 24 – PATERNITY/PARENTAL LEAVE**

**24.01**

A total of two (2) working day's leave with pay shall be granted by the employee's Department Manager upon application by the employee in recognition of the birth of the employee's child. Days off may be taken together or split between the day of the birth and the day the child and mother are released from the hospital.

**24.02**

Parental Leave shall be granted without pay in accordance with the Employment Standards Code, R.S.A. 2001, c. E-10.03 as amended or any successor legislation thereto. In the event of a change to the aforementioned Code, at no time will this leave be less than eighteen (18) weeks.

## **ARTICLE 25 - ADOPTION LEAVE**

### **25.01**

One (1) working day's leave with pay shall be granted for adoption leave by the Department Manager upon at least one (1) calendar day's notice by an employee who becomes an adoptive parent.

### **25.02**

Adoption Leave shall be granted without pay in accordance with the Employment Standards Code, R.S.A. 2001, c. E-10.03 as amended or any successor legislation thereto. In the event of a change to the aforementioned Code, at no time will this leave be less than eighteen (18) weeks.

## **ARTICLE 26 - WITNESS OR JURY DUTY**

### **26.01**

An employee who is subpoenaed as a witness, called for jury selection, or selected as a juror in any Court shall be granted a leave of absence without loss of seniority or pay, except where the employee appears as a witness on his own behalf provided the employee turns over to the Employer any fees or payments received from appearing as a witness or juror (including jury selection).

### **26.02**

Employees **who** take direct action against the Employer shall not be entitled to compensation in accordance with the provisions of this Article.

### **26.03**

The Employer shall indemnify and save harmless any employee from any action, claim, cause or demand that may be made or arise out of the employee carrying out their proper performance of duties within the scope and course of employment with HandiBus, except where the actions of the employee constitute gross disregard or negligence.

The Employer will arrange and bear the cost of necessary legal support except where the actions of the employee constituted gross disregard or negligence, provided the employee cooperates fully with the defence provided.

## **ARTICLE 27 - BEREAVEMENT LEAVE**

### **27.01**

Leave of absence in order to carry out responsibilities incurred by the demise of a relative may be permitted at the discretion of Management. Where Management is satisfied that the request is a legitimate one it will be permissible for him/her to grant leave of absence with pay up to but not exceeding four (4) working days. For this purpose a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, grandchild, guardian, mother-in-law, or father-in-law and grandparent of the employee or spouse, brother or sister of current spouse and current spouse of brother or sister.

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.

### **27.02**

Where an employee under this clause is unable to attend the funeral because of distance, one (1) working day's leave with pay shall be granted upon request for mourning purposes.

### **27.03**

Leave with pay to attend funeral service only, of persons related more distantly than listed above, shall be granted at the discretion of the employee's Department Manager.

## **ARTICLE 28 - PAYMENT OF PREMIUMS**

### **28.01**

When an employee is granted leave of absence, including Maternity, Paternity/Parental and Adoption Leave, for a period of thirty (30) calendar days or less, it is understood that such employee is required to pay their own share of benefit premiums and any other levies which are proper to be made. If the period of leave of absence is more than thirty (30) calendar days then the employee is required to pay both their own and the Employer's share of benefit premiums.



**ARTICLE 29 - UNIFORMS - OPERATORS AND ATTENDANTS**

**©29.01**

The wearing of the approved uniform will be considered a condition of employment for all operators and attendants. The Employer will make uniforms available to all new employees as soon as possible, upon completion of training, by having on hand a basic supply of pants, shirts and spring/fall jackets.

All operators and attendants will wear the Employer-approved uniforms at all times when representing the Employer. All uniforms issued are to be used in the performance of the employee's duties with the Employer. Uniform clothing with an identifiable Calgary HandiBus logo shall not be worn while engaged in other employment. Exceptions to the wearing of the approved uniform (e.g. during extreme winter cold and using winter boots) are permitted with the approval of the Employer.

**©29.02**

a) The Employer shall provide uniform components to all operators and attendants on a regular basis, as provided for in this article. For the sole purposes of alternate or optional uniform component selection, a point value is assigned to each uniform component. Points are not transferable and optional components selected are in lieu of the annual basic components listed. Point values for each item will be adjusted according to price changes, but the annual allotment indicated below will not change. Employees may request additional items of clothing listed herein; their request shall be granted if it can be demonstrated to Management that the need is warranted.

b) OPERATORS AND ATTENDANTS (working 80 hrs bi-weekly)

***BASIC COMPONENTS:***

<u>Pts</u>	<u>Item</u>	<u>Annual Allotment</u>	
16	LS or SS shirts / blouses with darts or turtlenecks	3/yr	50
28	pair of pants/slacks with darts / cargo pants	2/yr	55
75	spring/fall jacket with liner	1/3yr	25
4	pair gloves	2/yr	2
75	winter parka (after 1 yr service)	1/5yr	15
40	slip resistant footwear (see NOTE 2 below)	1/yr	40
7	summer hat	1/yr	7
	TOTAL		200 pts

***OPTIONAL COMPONENTS:***

<u>Pts</u>	<u>Item</u>	<u>Annual Maximum</u>
6	Winter touque	1/yr
13	Winter hat	1/yr
16	Shirt	1/yr
16	summer shorts * see Note 3 below	2/yr
4	Pair gloves	1/yr

c) Part Time OPERATORS

Part Time Operators (those scheduled to work a maximum of **sixty-four** (64) hours bi-weekly) are to be provided with the following components:

*BASIC COMPONENTS:*

<u>Item</u>	<u>Allotment</u>
LS or SS shirts / blouses with darts or <b>turtlenecks</b>	3/yr
Pair of pants/slacks with darts / <b>cargo pants</b>	2/yr
Spring/fall jacket with liner	1/3yr
Pair gloves	2/yr
Slip <b>resistant</b> footwear (pro-rated vs 80 hrs employee)	
Winter parka (after 2 yrs service)	1/5yr
Summer hat	1/yr
Winter touque	1/yr

d) CASUAL OPERATORS

**Casual** Operators (those scheduled to work a maximum of **forty-eight** (48) hours bi-weekly) are to be provided with the following components:

*BASIC COMPONENTS:*

<u>Item</u>	<u>Allotment</u>
LS or SS shirts / blouses with darts or <b>turtlenecks</b>	2/yr
Pair of pants/slacks with darts / <b>cargo pants</b>	2/yr
Spring/fall jacket with liner	1/4yr
Pair gloves	2/yr
Slip <b>resistant</b> footwear (pro-rated vs 80 hrs employee)	
Winter parka (after 2 yrs service)	1/5yr

NOTE 1: Employees shall not be allowed to choose optional components with their first year uniform issue points. In subsequent years, employees may carry-over unused points to future years provided the accumulated carryover does not exceed one hundred (100) points.

NOTE 2: HandiBus will reimburse employees for the mandatory, pre-approved slip **resistant footwear** to a maximum value of **\$60** per calendar year.

NOTE 3: Shorts may only be worn during the period April 1 to November 1 of each year.

**NOTE 4:** Casual employees (including Part Time Operators) will contribute a maximum of fifty percent (50%) towards the cost of the above basic components. Upon receipt of the complete basic components, these employees may opt to pay for these in full or by regular payroll deductions often dollars (\$10.00)per pay. Any such deduction will begin no sooner than the third pay cheque after training. **All** such monies paid will be refunded to employees upon completion of one thousand (1,000) hours of work and one year of service.

**©29.03**

Employee uniform selection **procedure:**

- a) **By the end of the first week in January, employees will receive their selection form with their entitlement of points;**
- b) **Employees return completed forms within two (2) weeks;**
- c) **Uniforms to be ordered by Feb 1<sup>st</sup>; and**
- d) **Employees should receive their uniforms by the target date of March 31<sup>st</sup>.**

No changes in the original selection will be accepted unless authorized by the Employer.

The cost of alterations to the uniform due to manufacturing errors shall be borne by the Employer. The cost of approved alterations to suit the individual preference of the employee shall be borne by the employee.

**©29.04**

Employees who terminate their employment with less than 12 months service will be assessed the outstanding value of the uniform issue on their final pay cheque. The following formula will be used in making this assessment:

$$X - Y/12(X) = Z$$

X = cost of uniform

Y = months since initial issue

Z = cost assessed to the employee upon termination

Employees who owe money for a uniform will have the appropriate amount deducted from their final pay cheque.

**©29.05**

Employees will be responsible for the cleanliness and appearance of their uniform

**©29.06**

**All** crests, badges and I.D. cards will remain the property of the Employer. Upon termination, employees will be required to return these items to the Employer.

**©29.07**

The Employer shall provide, and clean on a regular basis, a sufficient number of suitable rack smocks for use by Operators for the washing of HandiBus vehicles.

**29.08**

In the year that an Operator is scheduled to retire and provided the Operator gives three (3) months advance notice of their retirement, the Operator may select a pay out of one (1) dollar per unused point to a maximum of two hundred (200) dollars in lieu of receiving that year's issue of clothing. Operators must have adequate clothing to complete that year's service.

**ARTICLE 30 - UNIFORMS– MAINTENANCE**

**©30.01**

The Employer shall provide clean smocks or coveralls for each day worked to all employees per Article 13.04. The Employer shall also provide each Maintenance employee with a winter parka every three (3) years.

**©30.02**

CSA approved steel-toed work boots shall be a condition of employment for all employees per Article 13.04.

**©30.03**

The Employer shall reimburse the full purchase price, to a maximum of one hundred **and fifty** dollars (**\$150.00**), for the purchase of the appropriate boots as per Article 30.02. The boot allowance payment shall be made annually in January, and will be reimbursed upon receipt of the appropriate sales slip. Employees hired at any other time of the year subsequent to the payment of the annual boot allowance, and who require steel-toed boots, will be required to supply steel-toed boots, and will be eligible for the allowance payment, as stipulated above, on the subsequent payment day. Eligible employees have the option of claiming their annual allowance per the above, or saving their annual boot allowance for their use every two (2) years. The Employer will keep a cumulative record of unused funds for each employee.

**ARTICLE 31 - SAFETY**

**31.01**

The Joint Occupational Health and Safety Committee shall consist of three (3) representatives of the Employer and three (3) representatives of the Union. A representative of the Employer and a representative of the Union shall be nominated as co-chairpersons who shall be responsible for preparing an agenda.

### 31.02

The Joint Occupational Health and Safety Committee **will** meet bi-monthly, with the provision for additional meetings as mutually agreed by the Co-chairpersons. The purpose of the meetings shall be to discuss safety concerns and make practical recommendations to the Employer. **Adequate time will be provided to complete all business.**

Typed minutes of J.O.H.S.C. meetings will be distributed by the Employer within thirty (30) calendar days following each meeting.

### ©31.03

An employee shall not be required to work under conditions identified as being in violation of the Employer's safety policies, the Workers' Compensation Act or other safety legislation of the Province of Alberta. An employee will immediately report any unsafe working conditions to the Employer for remedial action and shall have the right to refuse to work in an unsafe condition without fear of reprisal. All concerns brought forward regarding assaults or inappropriate behaviour towards employees will be dealt with immediately, with the results provided to the Union and the employee.

### ©31.04

**The Employer will ensure that safety will never be compromised. The Employer will liaise with the appropriate agency/funder regarding customers whose inappropriate and/or unsafe behaviour cannot be corrected, with the possibility of the customer not being transported in the future by HandiBus. Unsafe or inappropriate behaviour includes but is not limited to assaults, obscene language, willful damage to property and sexual misconduct.**

### ©31.05

All employees shall be trained in safety aspects of their particular classification. This training shall be performed by a qualified instructor. The Employer, recognizing the need for professional and personal development of all employees, will make available courses in defensive driving techniques and first aid procedures. Specific training, time and locations will be at the discretion of the employer.

### ©31.06

The Employer's vehicles, property and facilities shall be kept in a safe and comfortable condition. It will be the employee's responsibility to report to their immediate supervisor any safety hazard so that remedial action will be taken. Management will inform the Local Chair of any hazard reported and the action taken.

©31.07

Employees shall not suffer any loss of pay during the time period required to correct any unsafe condition or if called by Management for any accident or other safety matters related to their employment.

In addition, employees shall not suffer any loss of pay for time spent while reporting an accident at the Police Station concerning the Employer's vehicle.

Employees who are required by the Employer to file an accident or incident report or any documentation for outside agencies relating to the performance of their duties, shall be paid a maximum of one-half (1/2) hour of their regular rate of pay (in addition to their regular pay for the day) when on-duty time was not previously provided for this purpose by the Employer.

©31.08

The Employer, upon investigation of all **safety related** employee concerns, accidents and incidents involving injury, property damage or potential health hazards, shall provide the J.O.H.S.C. with appropriate reports, **remedies** and relevant documentation for discussion and **possible further** recommendations.

©31.09

**The Employer will maintain all safety related equipment on the buses to the original or improved specifications.**

**ARTICLE 32 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

©32.01

In recognition of the welfare of employees and the mutual benefits to the Employer and employees, the Company and the Union have established an Employee and Family Assistance Program Committee.

The purpose of the Committee shall be to develop practical recommendations and procedures, aimed at communicating to employees an awareness of available assistance programs. These programs are voluntary, personal and confidential.

The Committee shall consist of a minimum of two (2) representatives of the Employer and two (2) representatives of the Union. One (1) representative of the Employer and of the Union shall be appointed by each party as Co-chairperson.

## **ARTICLE 33 -SICKNESS AND OFF THE JOB INJURY**

### **33.01**

The Employer and the Union agree that employees shall be encouraged to live healthy lifestyles that will enhance their general well being.

### **33.02**

Employees shall accumulate sick days at the rate of one (1) working day per month to a maximum of fourteen (14) working days.

### **33.03**

Sick leave usage shall be limited to any periodic short term illnesses and the offsetting of any required waiting period prior to receiving Weekly Indemnity benefits.

### **33.04**

The appropriate Supervisor shall advise each employee of the need for a doctor's certificate, as per the Employer's sick leave policy.

### **33.05**

**Operators** shall suffer no loss in pay for the purpose of attending a medical examination, if the examination is a prerequisite for the maintenance of a valid **Alberta Class 4 operator's** licence **and the Operator has provided at least three (3) working days notice to Resource Planning.**

## **ARTICLE 34 - TECHNOLOGICAL CHANGE**

### **34.01**

The Employer shall notify the Union of its intention to introduce a technological change or change resulting from work reorganization, at least sixty (60) calendar days prior to the implementation of training for such change, and will meet with the Union within fifteen (15) calendar days of notification to discuss effects of the change. Such notification shall include the nature of the change, date of implementation of the change, the jobs affected by the change and the training to be supplied by the Employer.

### **34.02**

No additional employees shall be hired by the Employer until those employees affected by the changes are notified and allowed an adequate training period to acquire the necessary knowledge or skill for retaining their employment. Such training shall be at the expense of the Employer.

**34.03**

Employees who fail to acquire the appropriate knowledge or skill within an adequate training period shall be laid off as per Article 11, unless able to revert to his previous position as outlined in Article 11.04.

**34.04**

When the above provisions have been exhausted without success, the following shall apply with respect to technological change only: those employees laid off shall be paid a total of one (1) month's earnings for each year of service which shall include any other payment that may have already been provided under Article 11.07. Additionally, such employees shall forfeit all accumulated seniority and recall rights.

**ARTICLE 35 - CITY MAPS**

**©35.01**

City maps shall be issued to all Operators once per year at the Employer's cost. Any additional maps required shall be issued at the employee's expense. The replacement will be free of charge if the old map is returned, or, at the discretion of the Supervisor.

**ARTICLE 36 - VEHICLE BREAKDOWN**

**©36.01**

In the event of a vehicle breakdown in adverse weather conditions, operators and attendants shall be picked up in a company dispatched vehicle as soon as possible.

**ARTICLE 37 - TICKETS**

**©37.01**

Operators who fail to repay ticket money to the Employer when either terminating employment or transferring to another classification will have such amount deducted from their final pay cheque.



## ARTICLE 38 - OPERATOR TRIP SCHEDULES

### ©38.01

- a) HandiBus is committed to providing quality trip schedules. An Operator's daily work assignment shall be constructed so as to provide an overall schedule that can be completed safely, within the time allotted.
- b) The following factors will be taken into consideration in the preparation of schedules:
  - Known weather conditions
  - Suggested routing and travel times
  - Posted speed limits
  - Pre-trip preparation: vehicle/equipment check, review of schedule
  - Passenger specifications: mobility/device, load/unload times
  - Scheduled rest periods and finish times
- c) No Operator will be expected to exceed posted speed limits in completing their daily work assignment.
- d) Daily work assignments will be corrected if they encroach into an Operator's scheduled rest period or past the end of their scheduled work hours. It is agreed and understood that unforeseen circumstances, such as weather conditions or delays caused by customers that may cause an Operator to work into a scheduled break or past the end of their scheduled work hours, are beyond the control of HandiBus.

### ©38.02

The Scheduling Committee will meet at least once a month, for the purpose of discussing matters related to work assignments for Operators and Attendants. This Committee would then make practical recommendations to the Employer.

The Committee will be chaired by Management and shall be comprised of an equal number of members from Management and the Union. The Union shall appoint three (3) members and the other members shall be selected by the Employer.

### ©38.03

The Trip Schedule Committee shall be comprised of one (1) member from Management and one (1) from the Union. This Committee shall meet weekly, or more if required, to address outstanding issues. **An Operator who believes that they have been assigned an unrealistic trip schedule shall first bring the issue to the attention of the appropriate on-duty authority for their review and correction.** If the Operator believes that their concern is not resolved, they will then forward the concern, in writing on the approved form, to the Trip Schedule Committee.

The Committee will identify the issues and **determine** if the trip schedule was unrealistic. Recommendations will be made **based on mutually agreed upon methods and procedures with the appropriate resolutions forwarded to the Manager of Operations for approval. The Manager of Operations will contact the Operator and the Committee, in writing, within ten (10) working days with the results of the review.**

**If the matter is not resolved, it will be subject to the grievance procedure commencing with Step Two. Article 7.08.**

#### **ARTICLE 39 - TOURS/EVENTS/CHARTERS**

##### **©39.01**

When the Employer determines that a tour, sporting event, special event or charter will not be accommodated through regular service, such work shall be offered to volunteers first and then shall be assigned if insufficient volunteers are found. Volunteer requirements will be posted whenever possible one week in advance, and shall include the nature of **work**, paid hours and expected duration.

##### **©39.02**

An Operator who voluntarily works an assignment listed in Article 39.01 shall be paid for the complete assignment at regular rates, excluding time spent observing the activity. In no case shall the operator receive less than three (3) hours at regular rates. This volunteer time shall not apply to any guarantees or maximums mentioned in Article 14.

##### **©39.03**

An Operator who is assigned and works all or part of an assignment listed in Article 39.01, due to a lack of volunteers, shall be paid for all work performed at the appropriate rate of pay and may not be entitled to attend the event.

**ARTICLE 40 - PRINTING COST OF COLLECTIVE AGREEMENT**

**©40.01**

The Employer and the Union agree to equally share the cost of printing the Collective Agreement in booklet form.

**ARTICLE 41 - TERM OF AGREEMENT**

**©41.01**

This agreement shall be in effect from January 1, 2007 to December 31, 2009 and from year to year thereafter unless written notice of termination or amendment is given by either party not less than sixty (60) calendar days or more than one hundred twenty (120) calendar days prior to December 31, 2009, or December 31<sup>st</sup> of any subsequent year.

© APPENDIX 1 HOURLY WAGES (Operator)

<b>OPERATOR</b>	<b>Jan 1 2007</b>	<b>Jan 1 2008</b>	<b>Jan 1 2009</b>
Trainee	\$ 8.54	\$ 8.88	\$ 9.32
Probation & Casual	\$ 15.61	\$ 16.24	\$ 17.05
Perm -> 1yr	\$ 18.85	\$ 19.61	\$ 20.59
1 - 2 yrs	\$ 19.05	\$ 19.81	\$ 20.80
2 - 3 yrs	\$ 19.21	\$ 19.98	\$ 20.98
3 - 4 yrs	\$ 19.43	\$ 20.21	\$ 21.22
4 - 5 yrs	\$ 19.65	\$ 20.43	\$ 21.46
5 - 6 yrs	\$ 19.82	\$ 20.62	\$ 21.65
6 - 7 yrs	\$ 20.03	\$ 20.83	\$ 21.87
7 - 8 yrs	\$ 20.19	\$ 20.99	\$ 22.04
8 yrs +	\$ 20.62	\$ 21.44	\$ 22.52

© APPENDIX 1 HOURLY WAGES (Attendant)

<b>ATTENDANT</b>	<b>Jan 1 2007</b>	<b>Jan 1 2008</b>	<b>Jan 1 2009</b>
Trainee	\$ 7.19	n/a	n/a
Casual	\$ 10.29	\$ 10.71	\$ 11.24
Probation & Perm -> 1yr	\$ 13.14	\$ 13.67	\$ 14.35
1 - 2 yrs	\$ 13.35	\$ 13.88	\$ 14.58
2 - 3 yrs	\$ 13.55	\$ 14.09	\$ 14.79
3 - 4 yrs	\$ 13.75	\$ 14.30	\$ 15.02
4 - 5 yrs	\$ 13.94	\$ 14.50	\$ 15.22
5 - 6 yrs	\$ 14.12	\$ 14.69	\$ 15.42
6 - 7 yrs	\$ 14.33	\$ 14.90	\$ 15.65
7 - 8 yrs	\$ 14.53	\$ 15.11	\$ 15.86
8 yrs +	\$ 14.90	\$ 15.49	\$ 16.27

© APPENDIX 1 HOURLY WAGES (Mechanic)

<b>MECHANIC (2)</b>	<b>Jan 1</b>	<b>Oct 29</b>	<b>Jan 1</b>	<b>Jan 1</b>
<b>Lead Hand (1)</b>	<b>2007</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
<b>Casual</b>	\$ 20.31	\$ 22.34	\$ 23.23	\$ 24.40
<b>Probation &amp; Perm -&gt; 1yr</b>	\$ 24.16	\$ 26.58	\$ 27.64	\$ 29.02
<b>1 - 2 yrs</b>	\$ 24.24	\$ 26.67	\$ 27.73	\$ 29.12
<b>2 - 3 yrs</b>	\$ 24.54	\$ 27.00	\$ 28.08	\$ 29.48
<b>3 - 4 yrs</b>	\$ 24.75	\$ 27.22	\$ 28.31	\$ 29.73
<b>4 - 5 yrs</b>	\$ 24.95	\$ 27.44	\$ 28.54	\$ 29.96
<b>5 - 6 yrs</b>	\$ 25.12	\$ 27.63	\$ 28.74	\$ 30.18
<b>6 - 7 yrs</b>	\$ 25.36	\$ 27.89	\$ 29.01	\$ 30.46
<b>7 - 8 yrs</b>	\$ 25.54	\$ 28.10	\$ 29.22	\$ 30.68
<b>8 yrs +</b>	\$ 25.92	\$ 28.51	\$ 29.65	\$ 31.13

**Mechanic Shift Premium (3)**      \$ .77      \$ .85      \$ .89      \$ .93

(1) Lead Hand Mechanic paid as 8 yrs+ plus five percent (5%)= \$27.22 at Jan 1/07

(2) Mechanic: If the majority of a mechanic's regular shift is worked between 15:00 hrs to 08:00 hrs, a shift premium will be paid for all hours worked between these hours.

© APPENDIX 1 HOURLY WAGES (Service Person)

<b>SERVICE PERSON</b>	<b>Jan 1 2007</b>	<b>Jan 1 2008</b>	<b>Jan 1 2009</b>
Casual	\$ 13.28	\$ 13.81	\$ 14.50
Probation & Perm -> 1yr	\$ 16.26	\$ 16.91	\$ 17.76
1 - 2 yrs	\$ 16.45	\$ 17.11	\$ 17.96
2 - 3 yrs	\$ 16.65	\$ 17.32	\$ 18.19
3 - 4 yrs	\$ 16.81	\$ 17.48	\$ 18.36
4 - 5 yrs	\$ 17.05	\$ 17.73	\$ 18.61
5 - 6 yrs	\$ 17.23	\$ 17.92	\$ 18.82
6 - 7 yrs	\$ 17.41	\$ 18.10	\$ 19.01
7 - 8 yrs	\$ 17.59	\$ 18.30	\$ 19.21
8 yrs +	\$ 18.00	\$ 18.72	\$ 19.65

© APPENDIX 1 HOURLY WAGES (Caretaker)

<b>CARETAKER</b>	<b>Jan 1 2007</b>	<b>Jan 1 2008</b>	<b>Jan 1 2009</b>
Casual	\$ 14.84	\$ 15.43	\$ 16.20
Probation & Perm -> 1yr	\$ 17.78	\$ 18.49	\$ 19.42
1 - 2 yrs	\$ 17.96	\$ 18.67	\$ 19.61
2 - 3 yrs	\$ 18.18	\$ 18.91	\$ 19.86
3 - 4 yrs	\$ 18.36	\$ 19.09	\$ 20.05
4 - 5 yrs	\$ 18.55	\$ 19.30	\$ 20.26
5 - 6 yrs	\$ 18.78	\$ 19.53	\$ 20.51
6 - 7 yrs	\$ 18.96	\$ 19.71	\$ 20.70
7 - 8 yrs	\$ 19.15	\$ 19.92	\$ 20.91
8 yrs +	\$ 19.56	\$ 20.34	\$ 21.35



## APPENDIX 2 - BENEFITS PACKAGE

The Employer shall provide and pay the premium for a benefits package consisting of the items listed below. Effective May 1, 2002 all permanent employees shall contribute .5% (**one half percent**) of their bi-weekly earnings towards the cost of the benefits package described herein. Overtime pay will not be included in this calculation of earnings.

- ©1. Group Life Insurance \$20,000
- ©2. Accidental Death & Dismemberment \$20,000

- 3. Health care:  
Employees and their dependants **are provided** with coverage for *generic/low* cost alternative drugs, when available. If the employee or dependent chooses to have the regular brand drug when a *generic/low* cost alternative drug is available, then our Insurance plan will only pay for the lower cost item. However, if the Doctor prescribing the drugs stipulates on the prescription form that the regular prescribed drug must be taken, then our Insurance carrier will pay for these specific drugs.

Vision care of **\$300** per person covered every two (2) years.

- 4. Dental Plan:  
The dental check-up, which is part of the Dental plan, **is** as follows:
  - a) an employee and their spouse are covered for one (1) annual check-up; in addition, they are entitled to **up** to two (2) cleanings per year;
  - b) dependents aged 21 and under who are living at home, as well as dependents under 25 who are living at home and in full-time attendance at a recognized post secondary institution, are covered for up to two (2) check-ups and two (2) cleanings per year.

**Note:** Eligible expenses will be reimbursed under a fee schedule (existing HandiBus fee guide plus 11%); **effective Jan 7, 2008 the reimbursement fee schedule will be increased from plus 11% to plus 15%.**

- ©5. Alberta Health Care

6. Weekly Indemnity/EI Carve Out:

**SICKNESS:**

Accumulated sick days as per Article 33.02 shall be used to offset a one (1) week waiting period. Sickness greater than one (1) week's duration will then be covered in the following manner:

- the second week of illness is covered by the Insurance Carrier
- the next fifteen (15) weeks is covered by E. I. Sick Benefits

Sickness lasting more than sixteen (16) weeks (i.e. one week covered by Insurance Carrier and fifteen weeks E.I.) will be covered by the Insurance Carrier for the remaining thirty-six (36) weeks at sixty-seven percent (67%) of basic weekly earnings to a maximum of \$413 per week.

**OFF THE JOB INJURY:**

Injuries shall be covered by the Insurance Carrier for the first two (2) weeks, and by E.I. for the next fifteen (15) weeks. Injuries lasting longer than seventeen (17) weeks will be covered by the Insurance Carrier for the next thirty-five (35) weeks at sixty-seven percent (67%) of basic weekly earnings to a maximum of \$413 per week.

7. Points ©1, ©2 and ©5 above are effective for casual employees after they have worked a minimum of **one thousand (1,000)** hours and have accumulated **one (1)** year of service.

**PENSION PLAN**

The Employer shall continue to maintain a Pension Plan for employees. **The Employer shall match a five percent (5%) contribution of gross wages by the employee.** Eligible earnings for calculating the 5% employer contribution will be as follows:

- Regular earnings
- Paid sick days per Art. 33.03 & 33.04
- Absent with pay (e.g. union leave, bereavement)
- General holiday pay of straight 8 hrs.
- Retro-pay re: contract renewals
- Pay-in-lieu (i.e. instead of taking time off)
- Annual vacation pay
- Earnings in relief/non-union positions
- Operator trainers and familiarization
- Committee work (e.g. sign-on, JOHSC)

Note: Pension contributions are not made for WCB, WI/EI Carve-out, lay-off and unpaid leaves of absence.

Further, the Employer agrees that when a General Holiday falls on an employee's scheduled day to work and the employee is not required to work that day, the employee shall be credited the regular hours of work towards the Pension Plan for the General Holiday.

### **APPENDIX 3 – TOOL ALLOWANCE**

All permanent mechanics and apprentices shall receive a tool allowance of six hundred dollars (**\$600.00**). This allowance will be paid annually on a separate cheque (no later than Feb 1<sup>st</sup>) and shall be pro-rated based on all hours worked in the previous year.

In the event of termination of employment prior to Dec 31 in any year, the employee's tool allowance shall be pro-rated and a separate cheque shall be issued to the employee upon termination.

### **APPENDIX 4 - OPERATOR TRAINERS AND FAMILIARIZATION**

All employees covered by this Agreement who have been assigned the position of Operator Trainer shall receive **two dollars and fifty cents (\$2.50)** per hour in addition to their regular hourly rate for all time worked related to training.

On occasion, Attendants or other Operators may be requested to assist with specific familiarization functions. These employees shall receive **fifty cents (\$.50)** per hour in addition to their regular hourly rate for all time worked while assisting.

### **NOTE 1**

1. Effective September 13, 1987, all Pre-School Bus, Wheelchair, and Ambulatory Operator positions were combined under the designation of Operator, with all non-probationary Operators receiving the same wage.
2. Pre-School Bus Operators on September 13, 1987, are allowed to retain a "protected" status through future shift sign-ups, as long as they do not bid on work that requires the transportation of passengers with wheelchairs.
3. "Protected" Operators may bid on work outside the Pre-School services so long as they do not bid on work that requires the transportation of passengers with wheelchairs. If a "protected" Operator bids into work outside the Pre-School services on more than one shift-sign up, the Operator would not retain "protected" status in Pre-School services. However, this Operator would be able to return to the Pre-School service by seniority at the regular shift sign-up.
4. In the event that a "protected" Operator is unable to return to Pre-School services or bid on work that does not require the transportation of passengers with wheelchairs, that Operator will retain "protected" status, and suitable alternate work will be provided.
5. In reference to Article 19.04, those Operators in the "protected" classification are:  
Kathy Millot      Jane Hughes      Helen Bent
6. In addition to the three (3) Operators in the "protected" classification per 5. above, the parties agree that one (1) Pre-School shift, at each sign-on, will be reserved for modified duties for operators on medical leave.

**NOTE 2**

No currently employed employee shall lose any accumulated sick time earned (under the provisions of Article 33) prior to the ratification of this Collective Agreement.

Notwithstanding the foregoing paragraph, as of Dec 5, 1996 a number of employees are still entitled to their remaining unused accumulated sick time which exceeds the provisions of Article 33.02. These employees will resume accumulating additional sick days per Article 33.02 once their remaining accumulated sick time falls below one hundred and twelve (112) hours.

**NOTE 3**

No employee employed at the time of ratification shall suffer a reduction in their regular hourly wage as the result of rate changes effected by this Collective Agreement. It is agreed and understood that the employee contribution referred to in Appendix 2 of the Collective Agreement is not considered to be either a reduction in the hourly wage or a rate change.

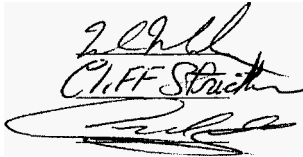
©MEMORANDUM OF AGREEMENT (#1)

Entire Agreement

Calgary HandiBus Association and ATU Local 583 agree to recommend this Memorandum of Agreement to their respective parties. This Memorandum shall constitute and form part of this Agreement.

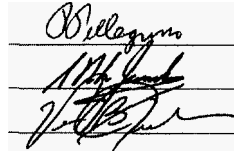
Signed October 19, 2007

For the Union



Handwritten signature of Cliff Stricker, with the name "Cliff Stricker" printed below it.

For the Employer



Handwritten signature of Billagym, with the name "Billagym" printed below it.

**MEMORANDUM OF AGREEMENT (#2)**

**(Renewal of March 19, 1996 Memorandum)**

It is understood by both the Union and the Employer that each shift referred to as a "Pre-School Bus Run" shall have an Attendant appointed to the run. Each Attendant shall be eligible for all benefits available to employees as outlined in Appendix 2 of this Agreement.

**Signed Jan 31, 2007**



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### MEMORANDUM OF AGREEMENT (#3)

Pre-School Attendants

(Renewal of Memorandum of April 28,2005)

It is agreed to and understood by both the Union and the Employer that the following provisions comprise changes to established practices and procedures, as well as to the Collective Agreement signed May 19, 2004. Further, the parties agree that there shall be no grievances forthcoming as a result of these changes. The following outlines the changes and options affecting Pre-School Attendants.

#### A. Common date for Vacation Pay-out

All Permanent and Casual Attendants shall be paid (on a separate cheque) for earned and unused vacation (including Banked vacation) up to the maximum amounts which shall be prorated for any absences as of April 30. These employees shall receive their monies no later than the last business day in May each year.

#### B. Christmas, Easter/Spring and Summer

Options for all Attendants: On the date agreed to by the Union and the Employer, each attendant shall choose one of:

- (a) a layoff for Christmas and/or Easter/Spring, with no entitlement to benefits; OR
- (b) to use vacation earned for Christmas and/or Easter/Spring, with full entitlement to benefits. (Attendants must have a balance of earned vacation to choose this option).

All Attendants are normally laid off during the summer period.

Notice of Layoff: All Attendants shall receive written notice of layoff, per Article 11.07, for the three (3) time periods mentioned above. Notices of layoff are not required for other school closure days of less than three (3) days throughout the school year. Attendants and the Local Chair shall be provided with agency calendar closure dates as soon as they are available.

#### C. Closure Days (normally 13 days in addition to the time periods in B above)

Options for all Attendants: On the date agreed to by the Union and the Employer, each attendant shall choose one of the following:

- (a) to work an available Attendant shift by Seniority choice, and if no shift is available to take the day off without compensation (with no change to benefits); OR
- (b) to work an available Attendant shift by Seniority choice, and if no shift is available to take a vacation day off with pay; OR
- (c) to take a vacation day off with pay; OR
- (d) to take the day off without compensation (with no change to benefits).

The maximum number of Attendants allowed to pre-book time off (i.e. c or d) is **six (6)**; this may increase depending on the number of runs required.

Paid sick days are not applicable if no work is available per (a) and (b) above.

Notice of Layoff is not required per the above.

D. Summary

On the date agreed to by the Union and the Employer, each Attendant shall indicate their various choices of the following:

- amount of unused vacation they wish to be paid out per A.
- layoff or vacation, for Christmas and/or Easter/Spring, per B.
- Closure Days per C.

E.

Requests for General Leave from work during the school year shall be considered as per the Collective Agreement (Articles 22 & 28).

**Signed Feb 6, 2007**



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**LETTER OF INTENT (#1)**

**(Renewal of May 3,2004)**

**Jan 31, 2007**

**Mr. Mike Mahar**  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: Modified Work Program

In recognition of the long-term welfare of employees and the mutual benefits to the Employer and employees, HandiBus will continue to provide a modified work program.

This program is applicable to all employees on medical leave. Based on operational requirements, there may be time periods when appropriate modified work is not available. However, both parties agree that one (1) Pre-School shift, at each sign-on, will be reserved for modified duties. **All** employees who have participated in this modified work program will be returned to their regular duties upon medical clearance.

Further, HandiBus agrees to continue holding regular discussions on program procedures with the Union, and will provide an update at each scheduled Labour Management meeting.

Yours truly,  
CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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©LETTER OF INTENT (#2)

(Renewal of November 1,1994)

Jan 31, 2007

Mr. **Mike Mahar**  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: EMPLOYEE HEALTH BENEFITS & PENSION COMMITTEES

This correspondence will serve to confirm that HandiBus agrees to maintain the Committees, with Union participation, concerning the Health benefits **and Pension plans** provided to employees covered by this Collective Agreement.

The Committees shall be comprised of a minimum of two (2) representatives from each of the parties, and shall meet at least twice per calendar year. The mandate of the Committees is to review the Health and Pension programs and to make practical recommendations to the General Manager. Additionally, this Committee shall assist with proper communications with all employees.

Yours truly,  
CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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©LETTER OF INTENT (#3)

(Renewal of June 29,1994)

Jan 31, 2007

**Mr. Mike Mahar**  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir

**Re: W.C.B. Claims /Advancement of Funds**

Calgary HandiBus is committed to the efficient and speedy processing of WCB claims filed by employees. In the interest of further assisting employees, once the Employer has confirmation of approval by WCB of a claim, HandiBus will advance funds to the employee representing the equivalent value of the WCB payment for the first pay period. If required, due to WCB delays in payment of the approved claim, the Employer will advance an additional two cheques on the next two pay periods.

It is understood that on each occasion wherein the Employer will advance funds re: WCB, the employee must first agree in writing to immediately reimburse the Employer upon receipt of any monies from WCB.

Yours truly,  
CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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**LETTER OF INTENT (#4)**  
**(Renewal of Letter January 16,2002)**

**Jan 31, 2007**

**Mr. Mike Mahar**  
President/Business Agent  
Amalgamated Transit Union -- Local 583  
2<sup>nd</sup> Floor, 5325 1A Street SW  
Calgary, Alberta  
T2H 0E5

**Subject: Article 19.01 Shift Sign-on for Operators**

Dear Sir:

Commencing with the spring 2002 shift sign-on, operators will sign-on (in April of each year) for their shifts/hours for 2 periods at once, i.e. the period May-June as well as for the period July-August. The other two sign-up periods referenced in 19.01 remain status quo.

Either party, upon providing a minimum of thirty (30) calendar days written notice, may cancel this understanding.

Yours truly,

P.T. Pellegrino  
General Manager

  
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©LETTER OF INTENT (#5)

(Renewal of June 29,1994)

**Jan 31, 2007**

Mr. **Mike Mahar**  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

**Re: Job Descriptions**

The Employer shall provide the Union with any outstanding Job Descriptions which outline the general duties of each job category covered by this Agreement by July 31, 1994. All job descriptions shall be revised as deemed necessary by the Employer, and the Union shall be provided with a revised copy of the Job Descriptions.

Yours truly,

CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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© LETTER OF INTENT #6

May 23, 2007

Mr. M Mahar  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

Re: Art 33.04 & requirements for a Doctor's note

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Further to HandiBus' sick leave and attendance management policies, a Doctor's note must be provided to the employee's Supervisor as follows:

- (a) For each occurrence when an employee is absent four (4) or more consecutive work days;
- (b) For every absence after an employee has accumulated four (4) or more occurrences in a six (6) consecutive month period; and
- (c) At the discretion of the employee's Supervisor, a Doctor's note may be requested for any questionable absence.

An occurrence is defined as an absence of one (1) or more consecutive work days. Requirements for Casual employees concerning (a) above are two (2) work days, and concerning (b) are two (2) or more occurrences in a six (6) consecutive month period.

HandiBus will continue to pay for all medical reports that the Employer has specifically requested; 'scratch pad' type absenteeism notes per (a), (b) and (c) above are not paid by HandiBus.

Yours truly,  
CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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©LETTER OF INTENT #7

September 26, 2007

Mr. Mike Mahar  
President/Business Agent  
ATU - Local 583  
2nd Floor, 5325-1A St SW  
Calgary, Alberta  
T2H 0E5

Dear Sir:

**Re: Bi-monthly Reports and Statistics**

The Employer shall provide the Union office and the Local Chair with information, respecting privacy and confidentiality issues, on the following:

- staffing (hiring, termination)
- accidents and incidents (types, prev/non prev)
- WCB (# employees, types of injuries)
- employee concerns
- Operator scheduling concerns
- A breakdown of all hours worked by Casual and Part-Time Operators

Other information may be shared from time to time with the consent of both parties.

Yours truly,

CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager



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©LETTER OF INTENT #8

(Renewal of December 17,2001)

Jan 31, 2007

Mr. **Mike Mahar**  
President/Business Agent  
Amalgamated Transit Union – Local 583  
2<sup>nd</sup> Floor, 5325 1A Street SW  
Calgary, Alberta  
T2H 0E5

**Subject: Meetings with Employees / Investigations**

Dear Sir:

Where an employee is requested to attend a meeting with a Supervisor, our general practice is that Union representation is not required. However, in the event that discipline is contemplated, Union representation will be arranged.

Where a supervisor initiates a formal investigation, the employee and the Union will be advised

Yours truly,  
CALGARY HANDIBUS ASSOCIATION

P.T. Pellegrino  
General Manager/CEO



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## Procedure / Process re Article 38

### Core Break Violations

Following procedures **must** be followed by the operator in all instances:

- 1) Operator advises RP (if time permits) prior to leaving the office of any printed core violation. RP notifies Controller to rectify immediately,  
**or**  
Operator calls RP on Channel 2 in relation to any printed core violation at least one hour before the printed violation. RP notifies Controller to rectify immediately.
- 2) **All** printed core violations shall be corrected and the Operator notified of the change no less than one hour prior to their scheduled break.
- 3) Operator advises RP of any potential core violation (i.e. day of service or non- printed) with as much prior notice as possible. RP notifies Controller to rectify immediately.
- 4) **All** non-printed core violations shall be corrected prior to the original break start time.

### General Trip Schedule Concerns

Following procedures **must** be followed by the operator in all instances:

- 1) Operator to advise RP/CHBA Supervisor at counter or by radio. If required, Operator to advise Controller (2 hours notice if possible).
- 2) RP or Controller will notify the Operator within thirty minutes of the initial call with the results of the Operator's problem.
- 3) If no resolve to problem, Operator updates Controller, requests pull-off or other correction and Operator makes note of time.
- 4) Still no resolve, Operator submits a Trip Schedule Concern form by the end of their next work day, for review by the Trip Schedule Committee.

### Trip Schedule Committee

**Comprised of:**

- One Union member appointed by ATU
- One Management member appointed by CHBA



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**Procedure/ Process re Article 38**

**Trip Schedule Committee will review (but is not limited to) the following types of concerns – any one of which must have measurably impacted an Operator’s scheduled break or finish time.**

- 1) Core break violation
- 2) Known construction / Known heavy traffic conditions
- 3) Known bad weather conditions (2<sup>nd</sup> day)
- 4) Delays in receiving instructions from RP/Controller
- 5) No Shows where 5 min wait policy is exceeded
- 6) Inadequate load/ unload times provided
- 7) Travel times (peak versus non-peak times) – not corrected
- 8) Unrealistic schedules / add-ons
- 9) Agency wait times (not caused by customer)
- 10) Customer’s booking time/ actual Times
- 11) Incorrect customer information (e.g. address, mobility device)
- 12) Other

**NOTE: A new, easy to complete, Trip Schedule Concern form to be developed.**

**Trip Schedule Committee Process**

- Review concern within 7 calendar days from submission by the Operator to determine validity.
- If concern is validated, the Committee members will recommend a remedy within a range up to 3 (three) hours of pay at regular rate, as per Committee guidelines.
- Recommendation sent to Manager of Operations (or designate if not available) for review, decision and processing within 3 working days.
- Manager’s decision communicated to TS Committee, Operator, and ATU office.
- If the matter is not resolved, it will be subject to the grievance procedure commencing with Step Two, Article 7.08 of the Collective Agreement.

**NOTE:** If either party deems this process is not functioning effectively, they may withdraw from the same by giving 30 (thirty) days written notice. If this occurs, these concerns will then be dealt with through the Grievance Procedure, commencing with Step #2 as outlined above.



ATU



CHBA