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**COLLECTIVE AGREEMENT**

between

**THE CITY OF EDMONTON**

- and -

**THE AMALGAMATED TRANSIT UNION LOCAL NO. 569, DATS UNIT 7**

Duration: May 27, 2007 to December 19, 2009

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Appendix I - Schedule of Wages

Letters of Understanding

- \*\* #1 Health Care Spending Account
- \*\* #2 Part-Time Employment
- \* #3 Premium Pay
- \*\* #4 Payment in Lieu of Breaks
- \*\* #5 Business Model Enhancement Initiative

NOTES:

1. An asterisk (\*) designates a clause that existed in the previous Agreement which has been reworded.
2. A double asterisk (\*\*) designates a new clause.

# COLLECTIVE AGREEMENT

between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

- and -

**THE AMALGAMATED TRANSIT UNION LOCAL NO. 569, DATS UNIT**  
(hereinafter called the "Union")

Of the Second Part

## 1. AMENDMENT AND TERMINATION

- 1.01.\* The duration of this Agreement shall be from May 27, 2007 (the first day of the first pay period immediately following ratification of the Memorandum of Agreement by both parties) to December 19, 2009.

This Agreement shall take effect on the above specified date and shall continue in force and effect beyond the expiration date from year to year thereafter, unless notification of the desire to amend the Agreement is given in writing by either party to the other. Such notification must be given not more than 120 days nor less than 60 days prior to the expiration date. If amendment is desired, the contents of the amendment shall be provided to the other party within the time limit set out above. In this event, the existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code, or a strike or lockout commences in accordance with the Labour Relations Code.

However, changes to this Agreement, agreed upon by the parties to this Agreement, may be made at any time, provided that such changes are properly in writing and executed by the authorized officers of the parties to this Agreement.

The parties agree that there shall be no strike or lockout while this Agreement is in force.

- 1.02. All terms and conditions enunciated in the Association Agreement shall form part of this Agreement; however, no item referred to in the Association Agreement shall be negotiated under this Agreement until after the termination date stated in the Association Agreement.

## 2. SCOPE

- 2.01. This Agreement shall apply to all employees within the bargaining unit, as the said bargaining unit may from time to time be determined by the Labour Relations Board, except those persons agreed by the parties to be included or excluded.
- 2.02. If the City determines job descriptions are required, and creates them for jobs in the bargaining unit, then a copy will be given to the Union.

2.03. If the City creates new positions which fall within the scope of the bargaining unit then the City must notify the Union in writing, prior to posting the positions.

3. DEFINITIONS

EMPLOYEE STATUS

3.01. Probationary Employee

The words “probationary employee” when used in this Agreement shall mean a newly hired employee who is serving the required probationary period of a permanent, or part-time position.

3.02. Regular Employee or Permanent Employee

The words “regular employee” or “permanent employee” when used in this Agreement shall mean an employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the City.

3.03 Temporary Employee

The words “temporary employee” when used in this Agreement shall mean any employee who is filling a temporary position for a predetermined period of time.

An employee who has been continuously employed for a period of 12 months in the same position will attain permanent status, subject to satisfactory performance. Such employee will be eligible for the applicable benefits provided in the Association of Civic Employees Collective Agreement.

Permanency will not be attained when a temporary employee is replacing an employee on disability leave. The parties may mutually agree to waive permanent status.

OTHER

3.04 Calendar Year

The words “calendar year” when used in this Agreement shall mean 12 calendar months commencing with the first day of January and ending December 31.

3.05. Week

The word “week” when used in this Agreement shall mean the seven day period commencing on Sunday and finishing on Saturday.

3.06. Off Days

The words “off days” when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis, in conjunction with the employee’s regularly scheduled hours of work.

3.07. Position

The word “position” when used in this Agreement shall mean one or a single position, encompassing a specific set of duties and/or conditions to be filled by an incumbent.

3.08. Regular Rate of Pay

The words “regular rate of pay” when used in this Agreement shall mean the rate of pay assigned to:

- an incumbent of a position, within the pay range specified for the classification of such position in Appendix I of this Agreement, or
- to any new classifications coming within the scope of this Agreement.

3.09. Shift

The word “shift” when used in this Agreement shall mean the employee’s daily hours of work, as arranged under the provisions of this Agreement.

3.10. Shift Schedule

The words “shift schedule” when used in this Agreement shall mean a timetable showing the regular hours of work assigned to an employee. The schedule includes the regular daily hours, the days to be worked, and scheduled off days.

3.11. Trial Period

The words “trial period” when used in this Agreement shall mean the three month period of time required to be served by a part-time employee selected for a permanent position, during which time such employee’s suitability for the permanent position will be assessed.

4. MANAGERIAL RESPONSIBILITIES4.01. Management Rights

The Union recognizes and affirms that the management of the DATS service, and direction of the working forces, including the right to suspend, discipline, discharge employees for just cause, hire, transfer, promote, demote and to make reasonable rules and regulations, be vested exclusively in the City. Reserved to management are all rights and responsibilities, unless otherwise specified in this collective agreement.

The Union also agrees that the City is solely vested with the rights to decide on its field of operations, location, methods of service, scheduling and sequence of operations, unless otherwise specified in this collective agreement.

## 4.02. Discipline

The City may discipline an employee for just cause. Investigations into disciplinary infractions shall be conducted as expeditiously as possible. All Notices of Investigation shall be copied to the Union.

Copies of all disciplinary reports shall be provided to the Union, indicating clearly the exact nature of the matter. Should the Union or the employee be of the opinion that any disciplinary action is improper, then that disciplinary action may be the subject of a grievance and such grievance shall be processed in accordance with the grievance procedure of this Agreement.

- 4.02.01. When a supervisor issues a non-disciplinary documented oral reprimand, the employee will be given a copy of such documentation.

4.02.02. Written reprimands shall be deemed void after an employee has maintained a clear record with no infractions for 24 months of active employment. Other disciplinary infractions shall be deemed void after an employee has maintained a clear record with no infractions for 30 months of active employment.

4.02.03. Where an employee is required to meet with a representative of the City and where the purpose of said meeting is to apply discipline to that employee, the employee shall be entitled to have a Union representative present during such meeting, if the employee so desires. In recognition of facilitating aspects of the Working Relationship Agreement (WRA), wherever practicable, the employee shall be advised of this entitlement by the City in advance of the meeting.

5. UNION SECURITY

5.01. Recognition

The City recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours of work, fringe benefits and working conditions covered by this Agreement for all employees.

The parties hereby agree to negotiate with each other concerning matters covered by this Agreement affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

5.02. Check-Off of Union Dues

The City agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union, subject to the provision that the dues are in the form of a standard formula or standard dollar value for all employees in the bargaining unit. These deductions shall commence on the first day of a pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall provide the City with written notification of any alteration of the dues structure at least thirty (30) calendar days in advance and implementation shall be within the said thirty (30) day notice.

5.03. Conformity to the Labour Relations Code

If there is any conflict between the provisions of this Agreement and the Labour Relations Code, to the extent of such conflict, the Labour Relations Code shall prevail.

5.04. Names and Addresses of Union Representatives

The Union shall inform the City in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the City in writing of any changes to such list of names.

5.05. Employee Telephone Numbers and Addresses

\*\* The City shall provide the Union with a list of employee names, telephone numbers and addresses in June and December each year, or as mutually agreed by the parties. This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the City of Edmonton.

The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

5.06. No Discrimination

There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.

5.07. New Employee Orientation

The City will provide an opportunity for a Union Officer to meet new employees for an orientation session, at a time and duration agreeable to the Union and the City.

6. WORKING CONDITIONS6.01. Hours of Work - Regular Operators

(a) Hours of work schedules shall be based on either:

- a five day work week, 40 hours per week, with two days off; or
- a four day work week, 40 hours per week, with three days off.

(b) Off days will be consecutive, wherever possible.

(c) An unpaid break of at least 30 minutes will be provided in each shift in excess of five consecutive hours, except where unforeseen or unpreventable circumstances occur.

6.02. Selection of Shifts

6.02.01. There shall be a minimum of four shift schedules posted over the calendar year prepared by the City.

6.02.02. The City shall post new shift schedules in a conspicuous place, normally not less than five days before the signing process commences. In the case of pressing necessity, the new shift schedules may be posted for a minimum period of three days.

6.02.03. A schedule of regular Operator signing times will be determined in seniority order. It is understood that the employee choice form will be used, wherever necessary, so that the signing process does not adversely impact the efficient delivery of service.

- 6.02.04. Operators, who are eligible to sign on the date the signup process commences, shall select their shift within a reasonable timing schedule determined by the City.
- 6.02.04.01. Operators in receipt of Long Term Disability or Workers' Compensation benefits are eligible to sign on a major sign-up only if such employee's return to work date is known at the date the sign-up process commences, and falls within the first half of the posted shift schedule period.
- Employees not eligible to participate in the sign-up under this provision will be placed on the Relief Board.
- When such employee is medically cleared to return to work to the pre-disability position, the employee will be assigned Relief Board duties until the next major sign-up.
- 6.02.05. Prior to their scheduled signing time, Operators can indicate their choice of shift in writing to the supervising Union official, using the prescribed form. The Union official shall make the Operator's selection, as indicated on the form.
- 6.02.06. Operators who are not present at their signing time and who have not completed a choice form, shall have their selection made for them by the Union official. Such Operator shall be bound by the decision of the Union official for the duration of the shift schedule period.
- 6.03. Change of Scheduled Shifts
- 6.03.01. The City may change an employee's daily hours of work and will make every effort to provide 24 hours' notice, provided that not less than 12 hours' notice is given to the employee. The change to any employee's daily hours of work under this provision will be for no more than one hour earlier or later than the originally scheduled start or end time.
- 6.03.01.01. Statutory Holidays – Scheduling Employees to Work
- \*\* On posted shift schedules, the City will schedule fewer than the total employees anticipated to be required to work on a recognized statutory holiday. Prior to the date of the actual statutory holiday, when the demand for service is clear, the City will post the number of additional shifts requiring coverage on the statutory holiday.
- a) Employees who are not already scheduled to work on the statutory holiday will be eligible to voluntarily indicate interest in working a shift on the holiday. Shifts will be assigned to interested employees in order of seniority.
- b) The City will make every effort to provide 24 hours' notice to the employee(s), provided that not less than 12 hours' notice is given to the employee(s) required to work.
- c) Should the City be unable to cover all required shifts in this manner, it shall be able to assign work on a statutory holiday to an employee not already scheduled to work in reverse order of seniority, with notice as outlined in (b) above. Eligible part-time Operators shall be used for this work in reverse "length of service" order, prior to any Full-time Operator being forced.
- 6.03.02. Where operationally required, the City may change an employee's shift schedule for a particular sign-up period. In these circumstances, the City shall place the affected employee on the Relief Board, in order of seniority, with a minimum of seven days' notice to the employee. The City shall advise the Union of the reasons for the change.
- \*



6.03.03. Where operationally required, the City may post a newly developed shift schedule for all eligible employees, prior to the completion of the normal sign-up period. In this event, the City will advise the Union of the reasons for initiating a new sign-up sooner than scheduled, and discuss the timing of the new sign-up. The provisions of 6.02. "Selection of Shifts" shall apply except that the City will post the new sign-up for a minimum period of seven days prior to the commencement of the signing process.

6.04. Review of Shifts

A copy of the scheduled full-time and part-time shifts shall be made available to the Shift Schedule Review Committee for its perusal, prior to a sign-up being posted. The Shift Schedule Review Committee may provide feedback on such scheduled hours, which the City will consider.

6.05. Shift Trades

6.05.01. Employees may trade shifts subject to the approval of DATS Administration and in accordance with the applicable rules. Approval for trades will not be unreasonably withheld.

6.05.02. Every trade must be recorded.

6.06. Overtime

6.06.01. Where a regular employee is required to work hours in excess of his regular hours of work, that is, in excess of:

- 8 hours per day or 40 hours per week; or
- 10 hours per day, or 40 hours per week for those employees on compressed hours of work arrangements,

the employee shall be paid:

- 1.5 times the employee's regular rate of pay for the first two hours of overtime worked, and
- 2.0 times the employee's regular rate of pay for each overtime hour worked thereafter until relieved from duty.

Overtime claims of 10 minutes or less shall not be eligible for payment.

6.07. Pay for Work on Off Days

6.07.01. **All** regular employees who are required to work on a day off will be paid at 2.0 times their regular rate of pay for all hours worked.

6.08. Pay for Work on a Statutory Holiday

6.08.01. An employee required to work on a recognized statutory holiday, for which the employee is eligible, shall be paid 2.0 times the employee's regular rate of pay for each hour worked.

- a. The premium rate of pay specified in this section shall be paid only to those employees who work on the actual calendar day for the statutory holiday as established by legislation.
- b. The provisions in this article shall govern instead of the overtime and off day premium provisions of this Agreement.

6.09. Returning to Work After Absence

An employee returning to work following an incident of any absence must provide dispatch with as much notice as possible. In any event, in order to return to the employee's regularly assigned shift, such employee must notify Dispatch prior to 11:00 hours, on the day preceding the expected return to work date.

Employees who do not provide such notice shall report to Dispatch and will be assigned available work without loss of pay.

6.10. Operation of DATS Vehicles

Only DATS Operators employed in a position within the Union, shall operate City owned DATS vehicles carrying passengers, except for emergent operational situations.

6.11. Leave for Medical and Dental Appointments

6.11.01. Employees shall schedule medical and dental appointments outside of work hours whenever possible.

However, if a permanent or probationary employee is compelled to arrange a medical or dental appointment during working hours, such employee shall be allowed to meet the appointment on City time and without loss of pay, provided that the employee is not absent from work for a period longer than three hours. Such employee shall not be required to make up the time spent away from work to keep the appointment.

6.11.02. A permanent or probationary employee compelled to arrange a medical or dental appointment during working hours which takes longer than three hours, shall have such time deducted from the employee's earned Income Protection Benefits, unless otherwise provided.

6.11.03. In instances when an employee is compelled to attend a medical or dental appointment during working hours, other than emergent situations, the employee shall provide as much notice as possible to the supervisor. However, at a minimum, the employee must inform the supervisor of the appointment by 11:00 a.m. of the previous day.

6.11.04. A permanent or probationary employee who is compelled to attend medical or dental appointments during working hours shall be excused from the employee's duties at a time scheduled by the City.

6.11.05. Upon return to work from a medical or dental appointment, such employee shall be assigned duties until the normal completion of the shift. If the City requires such employee to work in excess of the employee's normal shift, then such employee will be eligible for overtime as provided for in this Agreement.

6.11.06. A permanent or probationary employee who is compelled to attend a medical or dental appointment during working hours shall produce a medical certificate proving attendance at such appointment, signed by a doctor, dentist or chiropractor, in order to qualify for payment as defined in 6.11.01 and 6.11.02.

6.12. Payment for Accident/Major Incident Reporting

Employees involved in an accident or major incident having actual or probable property damage or injury to other parties shall complete a written *Accident/Major Incident Report* of the event.

Such Report shall be completed within 24 hours of the time the event took place, or the time it was brought to the employee's attention. Employees completing the Report outside their normal working hours shall be paid one-half hour at the employee's regular rate of pay.

7. REMUNERATION

7.01. Wages

\*

The regular rates of pay established in Appendix I of this Collective Agreement shall apply.

Employees shall be paid every two weeks.

7.01.01. Retroactive Pay

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Past employees who were employed in a position within the scope of this Agreement, between the expiration date of the previous Agreement and the date of the signing of this Agreement, shall be eligible for any retroactive adjustment of the regular rate of pay consistent with the settlement, if they apply for the retroactive adjustment, in writing, within the 60 calendar day period following the effective date of the successor Agreement.

7.02. Compensation Errors

Should the City issue an employee with a cheque that represents an overpayment, then the City shall make the necessary monetary adjustments and/or take the internal administrative action as is necessary to correct such error(s). The City shall also advise the employee of such overpayment and whatever action the City is taking with respect to the matter.

If the City issues an employee with a cheque that represents an underpayment, then the City shall make the necessary monetary corrections forthwith.

7.03. Failure to Report

\*

When a Operator arrives late for work, or does not report in for work, the incident will be considered as a Failure to Report (F.T.R.). If the employee subsequently reports to the Operations Technician, DATS Administration will make every reasonable effort to assign work hours comparable to the Operator's regular hours or regular route; however, there shall be no guarantee of hours or amount of work for the day.

7.04. Wage increment Delay Due to Absence From Work

An employee who is:

- Absent from work for any reason other than paid vacation leave for a period of 30 or more consecutive days and
- who has not yet attained the “thereafter” rate of pay assigned to the pay range in Appendix I,

shall have the required hours for wage increment purposes extended by the number of consecutive calendar days of such absence in excess of 30 days (converted to hours).

8. FRINGE BENEFITS

8.01. Statutory Holidays

8.01.01. All employees shall receive the recognized statutory holidays for which they are eligible either:

- as a day off with pay, or
- other day off with pay in lieu of such statutory holiday; or
- pay in lieu.

In order to be eligible for the statutory holiday, employees must be:

- a. available for work (in accordance with their regular hours of work), preceding, during and following the designated day for observance of the holiday; or,
- b. on an approved leave for a period of 14 calendar days or less in duration.

Further to 8.01.01. (b), the following limitations apply:

- if the leave is a result of a compensable accident, the affected employee shall only be eligible for the statutory holiday if the period of leave commences after the observed date of the statutory holiday.
- if the statutory holiday or lieu day occurs during a sick leave that is 14 calendar days or less, the employee shall receive such day paid as a statutory holiday and the remaining time shall be paid from applicable sick leave entitlement.

8.01.02. Where the City designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day.

In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and supervisor.

if such a day cannot be provided, the employee shall receive a day’s pay in lieu of the statutory holiday.

8.01.03. Permanent Employees on a Compressed Work Week Schedule (4-10's)

A days' pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent of 8 hours' work.

However, in order to balance hours of work, permanent employees participating in the compressed work week arrangement shall have the option to:

- a) use vacation credits to balance hours; or,
- b) be scheduled to work one additional hour for two shifts at their regular rate of pay during the pay period in which the employee will receive a statutory holiday off with pay. The additional hour to be worked shall be scheduled on shifts immediately following the statutory holiday except in situations where the statutory holiday(s) occurs at the end of a pay period. In this case, employees shall work the additional hour on scheduled shifts immediately prior to the statutory holiday.

8.02. Annual Vacation Leave

8.02.01 The "vacation year" for accrual purposes for all regular DATS Operators will be the period between the first day of pay period 1 and the last day of the final pay period in the year.

8.02.02. A vacation sign-up will be held no later than March 31 each year. Regular Operators will sign for vacation between pay period 8 of one year and pay period 7 of the following year (April to April).

8.02.03. A list showing the vacation allowance which regular Operators will be eligible for will be posted on appropriate bulletin boards no later than February each year.

8.02.04. The vacation time schedule will be posted at least 15 calendar days prior to the sign-up.

8.02.05. Insofar as the efficient operation of DATS permits, an employee shall have the right to choose vacation according to seniority standing. In the event that the employee does not exercise this choice, DATS Administration shall assign the vacation period.

8.02.06. Regular Operators are encouraged to complete vacation choice slips and provide a copy to the Union. In the event a Operator is unable to communicate his choice of vacation time due to exceptional circumstances beyond his control, the Union representative attending the signup may attempt to exercise the employee's choice as indicated on the choice slip.

8.02.07. The number of employees allowed to take vacation at any one time will be dependent on operational requirements.

8.03. Leave of Absence

8.03.01. Leave of Absence Without Pay for Union Representatives

8.03.01.01. Local Union Employment

In the event that an employee becomes a full-time Union official, the employee shall be granted leave of absence without pay, for the purpose of carrying out the duties of office.

- (a) Seniority shall continue as if the employee had been continuously employed with the City.
- (b) The employee shall have the right at any time to return to the previously held position, or to such other position to which the employee may be promoted by reason of seniority and ability. In order to do so, the employee shall provide written notice to the City, no later than 30 days after ceasing to be a full-time Union official.
- (c) Such an employee shall contribute to the Welfare Fund and all of the employee benefit plans in accordance with the conditions of such plans. It is understood that the City's contribution toward the cost of such benefits will be borne by the Union.

8.03.01.02. Union Employment (Other Than Local Union)

An employee who acquires a full-time position with any labour body affiliated with the Union, may be granted a leave of absence without pay. If the leave is approved by the City, the provisions outlined in articles 8.03.01.01 (a) to 8.03.01.01 (c) above will apply.

8.03.01.03. Union Delegate

Insofar as the efficient operation of DATS permits, an employee elected as a delegate to Union conventions, seminars or training sessions may be granted leave of absence without pay.

8.03.01.04. Leave of Absence Without Pay – General

Insofar as the efficient operation of DATS permits, leaves of absence without pay may be granted to an employee, at the discretion of the City.

8.03.02. Leave of Absence With Pay for Union Representatives

The City shall grant leave of absence with pay to employees representing the Union, in accordance with the following provisions:

8.03.02.01. Bargaining Representatives

in the event that an employee is appointed to the negotiating committee for the Union, the bargaining representative shall be granted paid leave during such time as the Union representatives meet with the City representatives for the purpose of collective bargaining.

Such leave will be paid at the employee's regular rate of pay for the position to which he is permanently appointed or serving the required probationary period thereof.

Paid leave for the purpose of meeting with representatives of the City in collective bargaining shall be provided to no more than two employees appointed to the negotiating committee for the Union.

- 8.03.02.02.                    Labour Management Consultation Committee Meeting Representatives
- The City will grant paid leave for up to two members of the bargaining unit, to attend Labour Management Consultation Committee meetings.
- 8.03.02.03.                    Shift Schedule Review Representatives
- The City will grant paid leave for up to two members of the bargaining unit, to attend a Shift Schedule Review Committee meeting. The duration of such leave shall not exceed four hours per posted shift schedule. The effectiveness of having the bargaining unit members participate in the Shift Schedule Review Committee will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.
- 8.03.02.04.                    Shift Schedule Signup Representatives
- The City will grant paid leave for one member of the bargaining unit. to attend the shift schedule signup. The duration of such leave shall not exceed eight hours. The effectiveness of having the bargaining unit member participate in the signup process will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.
- 8.03.02.05.                    Vacation Signup Representatives
- The City will grant paid leave for one member of the bargaining unit to participate in the annual vacation signup. The duration of such leave shall not exceed eight hours per annual signup. The effectiveness of having the bargaining unit members participate in the signup will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.
- 8.03.02.06.                    Health and Safety Committee
- \*
- The City will have a Health and Safety Committee, with Terms of Reference establishing the purpose, composition and administration of the Committee.
- A minimum of two Operator representatives will be included in the composition of the Committee.
- 8.03.02.07.                    Grievance Representatives
- In the event that a Union officer is required to meet with City representatives to discuss a grievance, the Union officer may be granted leave with pay. if the City requires the attendance of the employee who is grieving, that employee may also be granted leave with pay.
- 8.03.02.08.                    Matters of Mutual Concern
- Leave of absence with pay for other matters of mutual concern may be approved at the discretion of the City.
- 8.03.02.09.                    Leave With Pay – Normal Hours of Work
- Leave of absence with pay shall be for those hours the employee normally would have worked, had that employee not been required to meet with representatives of the City.

**8.04. Health and Welfare Benefit Plans**

**8.04.01. Benefits**

Employees covered by this Agreement shall be bound by the conditions specified in the Health & Welfare Benefit Plans contained in the Association Agreement and shall be eligible for benefits in accordance with the provisions of the Plans.

**8.05. Clothing**

**8.05.01.** The City agrees to supply employees with a uniform issue as described in Appendix II. Employees are responsible for the cleanliness and appearance of their uniforms.

**8.05.02.** The first issue of clothing will be made as soon as possible after successful completion of the DATS training program.

**8.05.03.** The regular issue of uniform entitlement shall be made May 1st of each calendar year at a location determined by DATS Administration. Employees eligible for a winter parka will receive such issue October 1st of each calendar year.

**8.05.04.** A footwear allowance of \$75 will be made to Operator employees in the service of DATS each year, processed in the pay period in which May 1st falls. Such allowance is intended to subsidize the purchase of footwear in accordance with a minimum standard or description as determined by the City.

**8.05.05.** if the employee leaves the service of the City within the first year of employment, reimbursement of the cost of the first clothing issue and footwear allowance shall be deducted from final monies owed, based on the following formula:

$$A \times \frac{(12 - B)}{12} = C$$

- A = Total cost of clothing issue and footwear allowance
- B = Complete months since initial issue
- C = Deduction from the employee’s final monies owed.

**8.05.06.** If the employee leaves the service of the City for any reason other than retirement, the employee shall reimburse the City for the clothing issue in the year of termination in accordance with the following formula:

$$A/2 \times (B/12) = C$$

- A = Total cost of the clothing issue and footwear allowance that preceded the termination of employment
- B = Total number of the months starting with the month of termination of employment and ending in April of the following year
- C = Deduction from the employee’s final monies owed.

**8.05.07.** Where a new employee becomes eligible for the first clothing issue after October 31st of any calendar year, such issue will be regarded as the regular issue for the following calendar year.

**8.05.08.** An employee may elect to receive a payment equivalent to half the value of the clothing issue due in the retirement year, instead of the actual clothing issue.

**8.05.09.** For security reasons, articles of clothing having the Transit/DATS insignia permanently affixed thereon must be returned to the City upon termination of employment.



8.06. Parking

Parking will be supplied, where possible, to all employees who make request for same. A rate of one dollar (\$1.00) per month shall be charged per employee using the parking facilities.

8.07. Medical Examinations

A Operator who wishes to take the medical examination required for their operator's license at the City's expense shall arrange such medical examination with the medical authority appointed by the City.

8.08. Retiree Transit Pass

\*\* The City shall provide an annual Edmonton Transit pass to members and their spouses upon the date such members retire:

- a) to a pension at or after the full age of 55 years; or
- b) to a permanent disability pension,

under the Local Authorities Pension Plan.

Employees hired after the effective date of this Agreement must have accrued a total of 5 years of service or more with Edmonton Transit (Main and/or DATS), in order to be eligible for the annual Transit Pass.

9. EMPLOYMENT

9.01. Where the City has reason to question an employee's medical fitness to safely perform the duties of the DATS Operator position, such employee shall be subject to a medical examination as directed by the City.

9.02. \* The normal probationary period for all newly hired permanent employees shall be six months or 1,040 hours of service, whichever occurs first. The probationary period may be extended for a period up to three months, with a possible further extension of time up to three months. However, prior to the last extension, the Union shall be given the opportunity to review the reasons for such extension.

9.03. Extension of the normal probationary period shall not preclude an employee who becomes eligible for benefits, as established in the Association Agreement, from participating in such plans.

9.04. Probationary employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the City in writing without notice.

9.05. Trial Period

\*\* A part-time employee who is selected as a regular employee shall serve a trial period of three months (or 520 hours of service), which may be extended for another period up to three months (or 520 hours). The Union shall be given the opportunity to review the reasons for such extension.

## 10. LAYOFFS, REHIRES AND TECHNOLOGICAL CHANGE

### 10.01. Layoffs

10.01.01. Where the City determines that it is necessary to reduce the number of non-permanent employees in any classification, the part-time employee last hired shall be laid off.

10.01.02. Where the City determines that it is necessary to reduce the number of regular employees in any classification, the Administration shall lay off first, the last employee taken into employment and so on, as far as practical and having regard to efficiency.

10.01.03. Where the City has made the decision to layoff a regular employee, such employee shall first be offered a part-time position. If there are no part-time positions vacant at the time, then the part-time employee last hired shall be laid off.

Should a regular Operator accept a part-time position, then such Operator's employee status shall change to part-time, and the employee shall be subject to the provisions of this Agreement for part-time employees. If the regular employee does not accept a part-time position, then such employee shall be laid off.

### 10.02. Rehires

If a regular DATS Operator is laid off and then, during the 24 month period following the layoff:

- a vacant position, required to be filled, occurs or
- the number of Operator positions increases,

the last employee laid off from such position, if available, qualified, and able to perform the required duties, will be given preference on re-employment.

### 10.03. Technological Change

The City shall notify the Union of its intention to implement any technological change that directly affects the work life of Operators. Such notification shall include the nature of the change, date of implementation of the change, the jobs affected by the change and any training to be supplied by the employer.

## 11. POSTING AND FILLING VACANCIES

11.01. Notices of vacancies required to be filled shall be conspicuously posted, for a period of seven calendar days on a standard form provided by the City. The posting of Internal Bulletins shall be for seven calendar days and shall be restricted to the DATS facility(ies).

- 11.02.
- a) All applications shall be addressed to the Human Resources Branch and sent to the location indicated on the posting.
  - b) All applications shall include the return address of the applicant.
  - c) The Human Resources Branch shall notify the Union of the proposed appointee(s) and the names of all employees who were unsuccessful applicants upon the completion of the selection process.
  - d) The Human Resources Branch shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant. Such employee shall have ten working days from the date of notification to initiate a grievance. The City shall appoint the selected applicant, and that appointment shall be final subject to satisfactory completion of the required probationary or trial period, or the outcome of any grievance filed within ten working days from the date the last employee received notification from the City of the selected applicant.

- 11.03. Any vacancy required to be filled must be posted immediately. However, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for a period up to 90 calendar days.
- 11.04. Appointments may be made by mutual agreement between the Union and the City without posting.
- 11.05. If a position becomes vacant due to the reversion or the termination of an employee during the initial probationary or trial period, DATS Administration may make another selection from among the original applicants on that competition, without re-posting.

## 12. SENIORITY AND REVERSION

- 12.01. Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become and has since continued as a permanent employee.
- 12.02. Part-time employees shall not have seniority standing.
- 12.03. A list showing the seniority of employees within the jurisdiction of the Union shall be provided annually by the City to the Union.
- 12.04. If a permanent DATS Operator transfers to another section of the City and within three months, reverts to his original position within the DATS operation, his seniority in the former section will be retained.
- 12.05. Permanent employees shall continue to accrue seniority during all periods of unpaid leaves of absence up to 12 months in duration, provided they have paid dues for the period of leave, in accordance with Article 5.07 (1) of the Association Agreement. In the event that an employee fails to pay dues during their leave and does not return to the City at its expiration, then the City, as directed by the Union, shall deduct the dues from any remuneration remaining payable to the employee. Dues will be remitted to the Union, provided that any monies owed to the City are paid first.
- \*\*
- 12.06. An employee shall lose all seniority in the event the employee:
- \*\*
- transfers within the City to a position outside the scope of this Agreement for a period in excess of that permitted under Article 12.04;
  - does not return from an unpaid leave of absence within 12 months of its commencement;
  - leaves employment with the City of Edmonton;
  - is laid off and fails to report to work for a period of 7 days after the City has issued written notice to do so, unless the failure is due to illness or other just cause. The employee shall be responsible for ensuring the City has his current address on file;
  - is laid off for a period longer than 12 months;
  - is discharged for just cause and not reinstated.

Any exceptions to the above shall only be permitted with the mutual agreement of the parties.

### 13. DISPUTE RESOLUTION PROCESS

#### Preamble

The Dispute Resolution Process is designed to:

- (a) Operate from a foundation of trust;
- (b) Encourage open, face-to-face dialogue by the people affected by a dispute;
- (c) Achieve fair, wise, implementable and sustainable solutions;
- (d) Achieve solutions that contribute to positive, collaborative working relationships;
- (e) Achieve solutions that are consistent with the Collective Agreement;
- (f) Minimize the time and cost involved in resolving disputes.

#### Definitions

1. A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
2. An individual grievance is any dispute:
  - (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
  - (b) directly relates to or affects the rights of a specific employee.
3. A group grievance is any dispute:
  - (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
  - (b) directly relates to or affects the rights of more than one employee, where a common remedy is requested.
4. A policy grievance is any dispute:
  - (a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
  - (b) directly relates to or affects employees in more than one branch of a department, or in more than one department, or the collective group.
5. Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

#### Union Representation

An employee may involve a Union representative at any step in the dispute resolution process, for support and assistance in attempting to reach a resolve.

#### Step 1 Problem-Solving Stage

1. An employee, representative of the City or Union representative (for Policy or Group issues) is encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
2. The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
3. The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.

4. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

### Step 2 Consultation Stage

1. An employee, representative of the City or Union representative may initiate consultation if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.
2. A request for consultation shall be submitted in writing within 10 working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.
  - (a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the Director of DATS, with a copy to the appropriate HR Business Partner Representative and the Labour Relations Section, Human Resources Branch
  - (b) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources Branch.
  - (c) A request for consultation by the City shall be submitted to a Business Agent of the Union.
  - (d) A request for consultation by an employee shall be copied to the Union office.
3. In the application of discipline involving the suspension of an employee, the City will engage in pre-disciplinary consultation with the Union, unless deemed inappropriate by the City under the circumstances.
4. Once initiated, a representative of the Human Resources Branch will schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting will be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.
5. The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
6. Any notes taken during the Consultation stage are Confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
7. The parties will endeavor to complete the consultation process within 40 working days. The employee, Union or the City may conclude consultation at any time by written notice to the other party(ies).
8. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

### Step 3 Formal Review Stage

1. The Union, or the Union on behalf of the employee, may initiate a grievance if a dispute is not resolved by consultation.
2. A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.

- \* 3. A grievance shall be initiated in writing within 10 working days of the date that notice is received of the conclusion of consultation.
- a) Individual or group grievances shall be submitted to the General Manager of the applicable department.
  - b) Policy grievances initiated by the Union shall be submitted to the General Manager of Corporate Services.
4. Following receipt of the grievance, the General Manager (or designates) shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).
5. The participants will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.
6. The parties will endeavor to complete the formal review process within 40 working days, or may mutually agree to refer the matter back for further consultation. The employee, Union or the City may conclude formal review at any time by written notice to the other party (ies).
7. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
8. The employee, Union or the City may conclude a formal review at any time by written notice to the other party(ies). At the conclusion of the formal review, the General Manager (or designate) shall provide a written summary to the Union of the issues discussed, agreements reached, and any issues that remain in dispute.

#### Step 4 Arbitration Stage

1. Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union may refer any grievance to arbitration if it has not been resolved by formal review.
2. A referral to arbitration shall be initiated in writing within 20 working days of the conclusion of the formal review stage.
3. Grievances referred to arbitration by the Union shall be submitted to the General Manager of Corporate Services.
4. The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.
5. In referring a grievance to arbitration, the Union shall notify the City of:
  - a) Its willingness to use a one-person arbitration board, or
  - b) Its appointee to a three-person arbitration board, and
  - c) The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
6. The City shall notify the Union within 5 working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.
7. If the City fails to respond within 5 working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the Union.

8. The Union and the City shall select the chairperson of the arbitration board within 5 working days of the City's response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.
9. No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
10. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board.
11. Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.
12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.
13. The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
14. The arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within sixty working days, unless the parties mutually agree that written reasons are not required.
15. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.
16. The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
17. The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

General

1. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process. In the interest of neutrality, any costs incurred for external resources will be cost shared by the parties.
2. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

14. OPERATOR TRAINING PREMIUM

- \* A DATS Operator assigned to provide practical on-road training to another DATS Operator or DATS Operator trainee shall be paid a premium of \$1.00 per hour, for the hours assigned to perform such work. in order to determine or confirm a DATS Operator's eligibility for an in-service instructor work assignment, the City shall review the employee's qualifications and performance.

15. RESPONSIBILITY OF EMPLOYEES

Employees shall conduct themselves in a professional manner, and shall be courteous in their interactions with passengers and the travelling public. Employees shall work at all times in the best interest of Edmonton Transit (DATS) and shall comply with all rules and regulations of Edmonton Transit (DATS).

Employees shall at all times protect the property of the Department from damage when it is in their power to do so. When handling equipment of any kind, employees will use their best judgement and put forth every effort to prevent damage to the property or injury to the persons of the travelling public.

16. LETTERS OF UNDERSTANDING AND ADDENDA

The Letters of Understanding and/or Addenda, duly executed by authorized agents of the City and the Union during the collective bargaining process, shall become part of this Collective Agreement.

SIGNED this                    25th    day of    June    , 2007

THE AMALGAMATED TRANSIT UNION  
LOCAL NO. 569 (DATS UNIT)

THE CITY OF EDMONTON

Bill Chahal  
President/Business Agent

Stephen Mandel  
Mayor

Steve Bradshaw  
Assistant Business Agent, Financial Secretary Treasurer

David H. Edey  
City Clerk

Daniel Revega  
Assistant Business Agent, Vice President - Maintenance

Sadhu Mavi  
DATS Representative

Dina Traynor  
Witnessed By:



Salary Admin Plan	Job Code	Job Code Description	Pay Grade	Step	Hours Worked	December 24, 2006 to June 23, 2007	June 24, 2007 to December 22, 2007	December 23, 2007 to December 20, 2008	December 21, 2008 to December 19, 2009 See (2) below
45B	1389 1940 1960	DATS Operator Regular  DATS Operator Part-time	001	1	Training Rate	16.500	17.300	19.000	
45B	1389 1940 1960		001	2	Probationary Rate first 1,040 hours following completion of training – unless extended by [1] below)	18.500	19.400	21.300	
45B	1389 1940 1960		001	3	Next 2,080 hours worked after confirmation in the position	19.750	20.750	22.900	
45B	1389 1940 1960		001	4	Thereafter	20.727	21.827	24.056	

- (1) Employees must successfully pass their probation and be confirmed in their position to move beyond this pay step, regardless of hours worked.
- (2) December 21, 2008 to December 19, 2009: 2009 wage rates will be adjusted (if required) in accordance with the 2009 wage settlement, applicable to the Transit Operator classification, between the City and the Amalgamated Transit Union Local 569 (Main).

**Clothing Issuance for DATS Operators**

	Number of Items	Frequency of Issue
3 Season Coat	1	Every 2 years
Parka	1	Every 4 years
Raincoat	1	Every 5 years
Polo Shirt	2	Each year
Short Sleeve and/or Long Sleeve Shirt	2	Each year
Pants	2	Each year
Toque or Ball Cap	1 of each	Operators selects toque or ball cap each year
Winter Gloves or Cut Resistant Gloves	1 pair	Operator selects either winter or cut resistant gloves every 2 years
Footwear Allowance *		Paid once each year - \$75, as per 8.05.04
3 Season Coat	1	Every 3 years
Parka	1	Every 6 years
Raincoat	1	Every 6 years
Polo Shirt	2	Each year
Short Sleeve and/or Long Sleeve Shirt	1	Each year
Toque or Ball Cap	1 of each	1 issue of each -- upon
Winter Gloves or Cut Resistant Gloves	1 pair	One issue of winter and cut resistant gloves -- upon demonstrated need thereafter
Pants	2	Each year
Footwear Allowance *		Paid once each year - \$75, as per 8.05.04

\* Footwear Allowance: Employees shall purchase footwear within the standards established by DATS Administration.

# LETTERS OF UNDERSTANDING

Between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

Of the First Part

-and-

**AMALGAMATED TRANSIT UNION LOCAL NO. 569 (DATS UNIT)**  
(hereinafter called the "Union")

Of the Second Part

The following Letters of Understanding are individual letters but are grouped together for signing purposes only.

- \*\* #1 Health Care Spending Account
- \* #2 Part-Time Employment
- \* #3 Premium Pay
- \*\* #4 Payment in Lieu of Breaks
- \*\* #5 Business Model Enhancement Initiative

**LETTERS OF UNDERSTANDING**

Between

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(hereinafter called the "City")

-and-

**AMALGAMATED TRANSIT UNION LOCAL NO. 569 (DATS UNIT)**  
(hereinafter called the "Union")

**LETTER #1**

\*\*

**Health Care Spending Account****1. Health Care Spending: Account**

The City agrees to develop and implement a Health Care Spending Account beginning the first pay period in which July 1, 2007 occurs. As the Health Care Spending Account (HCSA) is being introduced after the first pay period of 2007, which is the actual start of the HCSA Policy Year, the terms and conditions for the 2007 Policy Year will be the same as provided below except that the dollar amount in Article 1.04 is to be \$500 not \$250 in the first year of operation only. All other terms and conditions of the HCSA plan as provided for in this Letter of Understanding will apply to the first and all subsequent Policy Years.

- 1.01. Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500.00 commencing the first pay period of each year.
- 1.02. To be eligible for the \$500, permanent full-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 1.03. Permanent full-time who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of \$250.00, providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 1.04. The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 1.05. To qualify for reimbursement from the Health Care Spending Account, the expense must be (i) a qualifying medical expense under the Income Tax Act (Canada); (ii) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and (iii) all other sources of reimbursement must have been accessed first.
- 1.06. Expenses may be submitted on behalf of eligible dependents as listed in the Association Agreement, Article 14.02.05.

- 1.07. All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.
- 1.08. At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 1.09. All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- 1.10. The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 1.11. Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 1.12. For the purposes of the administration of the Health Care Spending Account the phrase "Policy Year" refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

The following provisions apply to employees represented by A.T.U. 569 DATS eligible for the Healthcare Spending Account and supersede article 7.09 and 7.10 in the Association of Civic Employees Collective Agreement:

- 7.09. Coverage Under Other Benefit Plans While Disabled

During the initial twenty-four (24) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, Health Care Spending Account, and Alberta Health Care Plan, in accordance with the terms and conditions of those plans. Member contributions to such plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.
- 7.10. If after expiration of the initial twenty-four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Health Care Spending Account, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question, and member contributions to such Plans shall be paid by the Long Term Disability Plan.

NOTE: In accordance with agreed changes to the Association Agreement in the 2006 round of negotiations, reference in article 7.09 and 7.10 to "the initial 24 month period" will change to the "the initial 12 month period" for Long Term Disability claims commencing on September 2, 2007 or later.

LETTER #2

\*

Part-Time Employment

The City and the Union agree to monitor the use of part-time staff from the implementation of the new business model to the end of the current collective agreement. Hours of work for part-time Operators will be tracked, summarized into ranges, and discussed with the Union in the Labour Management Consultation Committee forum. Hours of work for part-time Operators will be tracked, summarized into ranges, and discussed with the Union in the Labour Management Consultation Committee forum on a quarterly basis. The City will endeavour to provide as many full-time shifts as possible, maintaining an efficient operation of the DATS service.

All applicable provisions in the body of this collective agreement apply to Part-time employee Operators (unless specific reference limits the provision to permanent/regular employee Operators). The detailed terms and conditions of employment for part-time employees shall be as follows:

1. Number of Part-Time Employees:

The part-time staff complement will be comprised of:

PT60 employees:

Seven (7) part-time employees who will be scheduled up to and including 60 hours biweekly. The total number of "PT60" employees may increase or decrease by three (3) with notice to the Union. Any additional changes to these numbers will be discussed and agreed with the Union.

PT40 employees:

The balance of the part-time staff complement will be scheduled up to and including 40 hours biweekly.

2. Definitions – Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions, subject to #1 above.

A part-time employee shall not be entitled to earn permanent employee status as long as the employee remains in a part-time position. A part-time employee may earn permanent employee status only by attaining a posted permanent, full-time position and successfully completing the required trial period.

3. Hours of Work

- (a) Part-time employees shall not be scheduled or requested to work more than 6 days per week or more than 10 hours per day.
- (b) An unpaid break of at least 30 minutes will be provided in each shift in excess of five consecutive hours, except where unforeseen or unpreventable circumstances occur.
- (c) Reporting Pay

Part-time employees who report to work as requested or as scheduled, may be notified by the City that their work for that day has ended. In this event, the employee shall receive a minimum of two hours at their regular rate of pay, for that work day.

#### 4. Overtime

Where a part-time employee is required to work hours in excess of eight hours per day, or 40 hours per week, the employee shall be eligible for the overtime premium. However, if a part-time employee is working a regularly scheduled 10 hour shift, the employee shall not be eligible for the overtime premium unless such employee works in excess of ten hours per day.

When such an employee qualifies for overtime, the employee shall be paid at:

- 1.5 times the employee's regular rate of pay for the first two hours of overtime worked, and
- 2.0 times the employee's regular rate of pay for each hour worked thereafter until relieved of duty.

#### 5. Part-Time Employees – Statutory Holidays

Part-time employees shall be paid for the statutory holidays to which they are entitled, in accordance with the provisions of the Association Agreement. Such pay will be at their regular rate of pay and calculated in accordance with the Employment Standards Code.

#### 6. Probationary Period

The normal probationary period for all newly hired part-time employees shall be 1,040 hours from the date training is completed. This probationary period may be extended 520 hours with a possible further extension of another 520 hours. However, prior to the last 520 hour extension, the Union shall be given the opportunity to review the reasons for such extension.

#### 7. Trial Period

A part-time employee who is hired as a regular employee shall be 520 hours of service from the date of transfer. The trial period may be extended for another 520 hours and the Union shall be given the opportunity to review the reasons for such extension.

#### 8. Shift Selection

Part-time employees shall not have seniority standing. For the purpose of shift selection, an order shall be established based on date of hire, or such other method established by the City.

### **LETTER #3**

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#### **Premium Pay**

Each biweekly pay period, all regular DATS Operators shall receive premium pay equal to 3 hours at their regular rate of pay. It is understood by the parties that such payment compensates the Operators for all premiums and working condition allowances not specifically addressed in the current collective agreement, including but not limited to:

- delay pay (no entitlement to overtime for 10 minutes worked prior to the commencement of the shift or 10 minutes worked at the end of the shift),
- spread pay,
- split shift premiums, and the like.

Employees who are off work for one, or some combination, of the following reasons:

- Vacation;
- Bereavement;
- Disciplinary Suspension Without Pay;
- Leave of Absence Without Pay; or
- Occupational or non-occupational illness or injury

for 24 hours or more in a particular pay period shall not qualify for the three hour premium in that pay period.

- a. The premium shall be paid in arrears; that is, in the pay period following the one in which it is earned, so that all exceptions are taken into account and eligibility for the premium can be confirmed.
- b. New hires must work more than 56 hours in a pay period in order to qualify for the premium.
- c. If a regular DATS Operator terminates employment, the Operator will receive the 3-hour premium for the pay period in which his termination date falls only if he has worked more than 56 hours in that pay period;
- d. Operators who return to work on a graduated return to work rehabilitation plan must work more than 56 hours in the pay period to qualify for the premium.

#### **LETTER #4**

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#### **Payment in Lieu of Breaks**

The duration of the Letter of Understanding titled "Payment in Lieu of Breaks" shall extend from December 23, 2007 (first day of pay period 1, 2008) to December 19, 2009 (last day of pay period 26, 2009 and the expiry date of Letter #4). The City and the Union agree that the 'pay in lieu of breaks' arrangement will be monitored over 2008 and 2009, for the purpose of discussing how work breaks will be handled in the 2010 round of negotiations.

(1) Permanent full-time DATS Operators, and PT60 and PT40 DATS Operators:

- All Permanent full-time DATS Operators shall receive an annual payment in an amount of 40 hours at the Operator's regular rate of pay.
- PT60 – Part-time DATS Operators shall receive an annual payment in an amount of 30 hours at the Operator's regular rate of pay.
- PT40 – Part-time DATS Operators shall receive an annual payment in an amount of 20 hours at the Operator's regular rate of pay.

(2) Such payment shall be in lieu of coffee breaks, lunch breaks and any other rest periods.

(3) Such payment shall be:

- a. Pro-rated according to the Operator's length of service between the commencement of the 25th pay period in the previous calendar year and the conclusion of the 24th pay period in the current calendar year; and,
- b. Processed on the pay day immediately following the conclusion of the 24th pay period of the current calendar year.

(4) Terms affecting eligibility for payment:

- a. Periods of absence from active employment equal to one complete pay period or more shall not be included as "length of service" in the calculation of the payment as outlined in #1 above.
- b. Upon termination of employment of a DATS Operator, for whatever reason, the City will pay such Operator the applicable amount of the Payment in Lieu of Breaks accrued as a result of qualifying service in the year of termination. Such payment shall be made in conjunction with the final monies paid to the Operator, and not at the time specified in #3(b) above.



**LETTER #5**

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**Business Model Enhancement Initiative**

The City and the Union agree to meet over the term of the 2007-2009 Collective Agreement to discuss enhancements to the Business Model with the goals being to improve the overall quality of Operator shift schedules, improve productivity levels, and increase the number of trips delivered within the DATS budget, while maintaining a high level of customer service. Issues for discussion may include, but are not limited to:

- Shift design options
- Scheduling enhancements, which could include the review of automated tools;
- The efficient utilization of part-time staff;
- On-road relieving as an option to reduce dead-heading;
- Length of daily shifts;
- Work break provisions;

and any other business model enhancement matters that may be identified by the parties.

The City will involve external experts as required and is committed to an open and collaborative process. Input will be encouraged from various stakeholder groups including DATS Operators, Schedulers, Dispatchers and DATS customers.

2007-2009 ATU 569 (DATS) AGREEMENT VER2.DOC - AUGUST 24, 2007

IF THERE ARE DISCREPANCIES BETWEEN THE ON-LINE VERSION AND A PRINTED VERSION, THE SIGNED ORIGINALS WILL PREVAIL