



COLLECTIVE AGREEMENT

Between

**The Corporation of
The City of Calgary**

and

Amalgamated Transit Union

Local 583

2018-2021

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2018 – 2021 Memorandum of Agreement for ATU Local 583

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MEMORANDUM OF AGREEMENT made this 10 day of December, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF CALGARY
hereinafter called "The City"

OF THE FIRST PART

and
LOCAL 583 OF THE AMALGAMATED TRANSIT UNION
hereinafter called "The Union"

OF THE SECOND PART

100 SECTION A - GENERAL

100.01 The Union recognizes that it is the function of The City of Calgary to exercise the regular and customary functions of management and to direct the working forces of The City subject however to the terms of the Agreement.

100.02 The purpose of this Agreement is to stipulate the minimum wages and working conditions of those employees whose bargaining rights are held by Local 583, Amalgamated Transit Union, under Certificate 406-2002 in accordance with the provisions of the Labour Relations Code of Alberta.

101 Term of Agreement

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

101.02 Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire, to the other party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the end term date or later anniversary date of this Agreement.

101.03 If notice to negotiate has been given by either party in accordance with Clause 101.02, or if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code of Alberta.

102 Classification and Pay Plans

102.01 The parties hereto agree to accept the Classification and Pay Plan shown as addenda.

102.02 The rate of pay for specific jobs as agreed upon at the signing of the Collective Agreement shall remain in effect for the period of the Agreement.

102.03 The City has the right to set pay rates on new or significantly changed jobs, and such decisions shall be subject to Union appeal under the grievance procedure. A letter shall be sent to the Union office addressed to the President/Business Agent advising of such changes.

102.04 When an employee completes a Job Evaluation Questionnaire (JEQ)/Position Questionnaire (PQ) for a new or significantly changed job, it is submitted to the appropriate exempt Supervisor for review. The Supervisor shall then date and initial the cover page of the JEQ/PQ and return a copy to the employee as a receipt. Upon receipt of the JEQ/PQ, the supervisor will complete a supervisory review within sixty (60) calendar days of receipt and the employee will be notified that their JEQ/PQ has been forwarded to Human Resources. Should circumstances arise that require an extension to the sixty (60) calendar days time limit, the employee will be notified of such extension. Human Resources shall then complete the review of the position within a maximum period of twelve (12) months from the receipt of the JEQ/PQ.

At any time in the process, an employee may request a status report of their JEQ/PQ by contacting Human Resources.

102.05 Both parties recognize the important benefits and value in maintaining an experienced, highly skilled work force. When The City experiences difficulty in retaining or recruiting employees for certain positions because of the rate of pay required by the market place, The City shall have the right to authorize the placement of new hires on a step of their pay grade which is competitive with the market place. A current employee shall not be paid less than the market adjusted step paid to a new hire. When a current employee's step is adjusted upward for this reason, the salary anniversary date will not be adjusted. All employees whose step is adjusted in this manner shall be notified of their adjusted step placement.

In the event that all steps of the evaluated pay grade must be increased to resolve retention or recruiting difficulties, The City may set "Out of Schedule" pay grades above the evaluated pay grades. All incumbents in positions identical to that which is adjusted because of the market will be moved on a "step to step" basis to the "Out of Schedule" pay rate. Increments in the "Out of Schedule" pay grades will be earned in accordance with the pay notes outlined in the A.T.U. Local 583 Collective Agreement affecting the evaluated pay grade. Anniversary dates will not be changed. All employees to whom this clause is applicable shall be notified of the evaluated rate of their job classification. Employees receiving "Out of Schedule" pay rates will be given six (6) months notice in writing of any reduction or cancellation of the "Out of Schedule" rates and be returned to the evaluated rate on a "step to step" basis.

The Union will be provided the opportunity to make representations to Total Rewards, Human Resources regarding market rate issues. The Union will be notified of any

market-affected classifications.

103 Discrimination

103.01 The City shall not show discrimination against its employees because of race, religious beliefs, colour, gender, **gender identity**, physical disability, age, marital status, ancestry or place of origin, sexual orientation, mental disability, family status, or source of income. The foregoing does not apply with respect to a refusal; limitation, specification or preference based on a bona fide occupational requirement.

103.02 The City shall not show discrimination against its employees because of their connection with Trade Union organizations.

103.03 The City and the Union recognize the negative impact that harassment has in the work place and they will make every reasonable effort to prevent harassment.

104 Pay Days

104.01 All employees shall be paid on a bi-weekly basis. If the normal pay day is a non-working day, an effort will be made to pay on the working day immediately prior to the normal pay day. For the purpose of this clause, a working day shall be considered as a day in which The City's general offices are open to the public for the transaction of regular business.

105 Check Off

105.01 All employees covered by this Agreement shall be subject to deduction of Union Dues from pay, in accordance with the Rand Formula or the current established practice.

105.02 Assessment and initiation fees shall be deducted upon the Union's request, with the concurrence in writing by the individual employees involved.

105.03 **The Employer will provide a list of current members to the Union on a semi-annual basis by the end of June and December each year. This list will include the employee's name, address and phone number.**

106 Discipline and Dismissals

106.01 An employee who is called in to participate in an investigation, which may lead to their discipline, shall be informed of their right to Union representation. Where the investigation is the result of a public complaint, and that complaint is unsubstantiated, all reference to the employee will be removed from the Customer Service Report (CSR) and no further action will be taken against the employee.

106.02 Employees shall be advised of their right to Union representation when they are to be disciplined or dismissed, and that discipline or dismissal is to be a matter of record. The employee 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 under the grievance procedure. However, the absence of such notice will not nullify the discipline or dismissal.

106.03 When an employee is suspended for a minor misdemeanour, said suspension shall not go into effect for forty-eight (48) hours after notice of suspension has been given.

106.04 Any employee who has been suspended or dismissed and who is later exonerated shall be reinstated and compensated in full for all straight time and benefits lost. Earnings arising from alternate work, during the period of suspension or dismissal, will be offset against any compensation due. If applicable, Sunday premium, shift differential, built-in shift overtime and the premium for working on a Statutory Holiday will also be paid for the period of suspension or dismissal. In the case of an operator who is dismissed, the above premiums, if applicable, will be paid only to the end of the Sign-up period in which the dismissal occurred.

106.05 The Union office shall be officially notified of all discipline and dismissals and the reason(s) for it. A copy shall be forwarded to the Union office.

106.06 Any permanent employee desiring to appeal against his discipline or dismissal shall do so under the Grievance Procedure, and in such cases the first step may be omitted for discipline grievances and the first two (2) steps may be omitted for dismissal grievances.

107 Grievances

107.01 Either party to this Agreement may lodge a grievance in writing with the other party on a difference which arises between the parties bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement.

The City and the Union jointly recognize the desirability of resolving conflicts through the use of good judgement, communications and clear directives by all parties.

An employee, applicable management and the Union may meet to resolve differences informally. Should this fail to resolve the difference, a grievance may be submitted in writing, pursuant to Clause 107.02.

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

107.03 Grievances of non-permanent employees, arising from disciplinary action or dismissal, shall be considered as follows:

EMPLOYMENT STATUS	LENGTH OF TEMPORARY OR PROBATIONARY SERVICE	MAXIMUM GRIEVANCE STEP
Temporary		Step 1
Probationary	Less than 9 months	Step 2
	9 months or over	Step 3 (Dismissal only)

Probationary employees, who have received credit toward their probationary period under Clause 111.04, shall have grievance rights in accordance with the time already served in the probationary period at the time of disciplinary action or dismissal.

107.04 No grievance shall be considered except under the terms of the following procedure, including specifically the placing of the grievance in writing, citing the reason(s), as hereinafter provided. A copy of all grievances shall be forwarded to Labour Relations, Human Resources.

107.05 For the submission of grievances as provided herein, "Working Days" shall be considered as the days in which The City's general offices are open to the public for the transaction of regular business.

107.06 It is agreed that the first two (2) steps of the grievance procedure in the Calgary Transit Business Unit will be combined, with the management representative to be the employee's applicable Manager.

107.07 Legitimate grievances arising under this Agreement shall be adjusted and settled as follows:

107.08 Step One - The aggrieved employee(s) and/or representative may file the grievance in writing to the Manager within four (4) working days or within six (6) working days of a clause 107.01 meeting, who shall then hear the grievance orally or in writing within six (6) working days of filing. The Manager shall consider the grievance in the presence of the aggrieved employee and/or representative and other applicable management. If a settlement satisfactory to the parties concerned is not reached in four (4) working days from the date of the hearing, the grievance shall be dealt with at the following step should either party so desire.

107.09 Step Two - Within four (4) working days, the aggrieved employee and/or representative may file the grievance in writing to the Director, who shall then hear the grievance orally or in writing within six (6) working days of filing. The Director shall consider the grievance in the presence of the aggrieved employee and/or representative and the Manager and other applicable management. If a settlement is not reached in

six (6) working days from the date of the hearing, the grievance shall be dealt with at the following step should either party so desire.

107.10 Step Three - Within five (5) working days, the Union Grievance Committee may request in writing that the General Manager hear the grievance. The General Manager will hear the grievance within ten (10) working days of filing, and shall render a decision within ten (10) working days from the date of the hearing. Grievances are to be presented orally and in writing. If a settlement is not reached, the grievance shall be dealt with at the following step should either party so desire.

107.11 If no decision in any one of the steps in the grievance procedure is forthcoming within the prescribed time limits, the next step in the grievance procedure may be initiated.

107.12 Step Four- Should a satisfactory settlement not be reached as per Step Three the grievance may be referred by either party within thirty (30) working days to a Grievance Finalizing Board for a final and binding settlement on all parties.

The Grievance Finalizing Board shall be constituted as follows:

- a) one appointee by the Union;
- b) one appointee by the Employer;
- c) a neutral chairman selected by (a) and (b), or failing agreement by (a) and (b), as appointed by the Minister of Labour;
- 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 the Minister of Labour.

The Grievance Finalizing Board shall meet and hear the grievance within sixty (60) days of the appointment of a chairman. The Grievance Finalizing Board shall render its decision within ninety (90) days of the hearing. Time limits as set out under Clauses 107.08 through 107.12 are mandatory and may only be extended to a longer period when there is mutual agreement by the parties.

107.13 The parties may, by mutual agreement, refer an unresolved grievance to Mediation Services of Alberta Labour for a non-binding recommendation for resolution. This referral may occur at any time following completion of Step Four of the grievance procedure.

108 Decisions of Arbitration Boards

108.01 The Board of Arbitration, where an employee has been dismissed or suspended for other than proper or just cause:

- (1) may direct the employer to reinstate the employee and pay to the employee a sum

equal to his wage and benefit loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable, or

- (2) may make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement.

109 Personal File

109.01 Employees in the bargaining unit shall have the right to see their personal file in the presence of management and at reasonable times.

109.02 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 or in circumstances where a suspension of five (5) days or longer is imposed. In the latter cases, such documentation will be retained on the employee's file for two (2) years from the date of issue. Any accumulation of one hundred and nineteen (119) or more calendar days' absence from work will be added to the one- (1) or two- (2) year period as the case may be.

109.03 A letter of counselling shall remain on file for one year from the date of issuance and will not be referenced if disciplinary action is subsequently taken, for a similar reason, more than one (1) year after the issuance of such letter. Any accumulation of one hundred and nineteen (119) or more calendar days' absence from work will be added to the one (1) year period.

Letters of counselling are non-disciplinary in nature and, therefore shall not refer to disciplinary action.

110 Termination and Lay Off

110.01 Except for cause an employee subject to termination from employment or layoff shall receive notice of termination or pay in lieu of notice, in accordance with the Employment Standards Code provisions and exclusions, as amended from time to time. Current provisions are as follows:

WEEKS OF NOTICE OR PAY IN LIEU	LENGTH OF SERVICE	
0	3 months or less	
1	More than 3 months	but less than 2 years
2	2 years or more	but less than 4 years
4	4 years or more	but less than 6 years
5	6 years or more	but less than 8 years
6	8 years or more	but less than 10 years
8	10 years or more	

111 Permanent, Probationary, and Temporary Employees

111.01

- (a) A permanent employee shall be one who has been selected or appointed to an established position and has served a complete probationary period in an established position.
- (b) A permanent employee shall include an employee who has twenty-four (24) months of continuous service in a limited term position in one of the Work Areas: Operations, Maintenance or Office. The employee shall be assigned a provisional position until such time as they are selected or appointed to an established position.

When an identical established position becomes available and the employee is selected or appointed to the established position, the employee shall not be required to complete a six (6) month assessment period.

Should this employee be displaced from the established position through the reversion of the previous incumbent, the employee will be re-assigned to the previously deleted provisional position.

- (c) A permanent employee shall include an employee who has achieved permanent employment status elsewhere within The City Service.

111.02 A probationary employee shall be one who has been in The City Service for less than twelve (12) continuous months in an established position. However, any accumulation of ten (10) or more days of absence from work shall be added to the twelve (12) month probationary period.

The probationary period for Operators shall commence after completion of the training period.

A probationary period may be extended for up to an additional six (6) months, with written notification sent to the Union office addressed to the President/Business Agent.

Management **may** conduct **up to three (3)** probationary status reviews **during** the probationary period.

A copy of each status review will be provided to the employee at the time of the review.

111.03 A temporary employee shall be one who is not a permanent or a probationary employee as defined above.

A temporary employee who successfully competes for an established position shall be moved into the position as a probationary employee.

111.04 Temporary employees, occupying a limited term position and who subsequently obtain an established position within the same job function and within the

same Business Unit, shall have their twelve-month probation period reduced by one-half of the length of their temporary service, but in no case would such employee serve less than three (3) months probation.

Temporary employees, occupying a limited term position and who subsequently obtain an established position within the same job function in a different area of a Business Unit, or a different Business Unit, shall have their twelve-month probation period reduced by one-half of the length of their temporary service, but in no case would such employee serve less than six (6) months probation.

However, temporary employees, occupying a limited term position within the Mechanic Job Function, and who subsequently obtain an established position with a different working title or classification within the Mechanic Job Function, shall have their twelve-month probation period reduced by one-half of the length of their temporary service, but in no case would such employee serve less than six (6) months probation.

Temporary service is defined as the number of complete months since hired into a specific work area, including any time served in a probationary status before a reversion occurs.

111.05 Management shall conduct the indicated number of probationary status reviews applicable to the length of the reduced probationary period:

PROBATIONARY PERIOD	NUMBER OF REVIEWS
4 months or less	1
5 - 9 months	2
10 - 11 months	3

112 Movement of Personnel

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

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

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

112.02 The City will post the name(s) of the successful applicant(s) for job postings within the jurisdiction of A.T.U. Local 583. When an appointment has been made, the

Union Office shall be notified of the appointee's name and Work Area in writing in order that the Union may place its objections, if any, before The City. The successful candidate(s) shall be moved into the position(s) on the basis of seniority within thirty (30) calendar days. In a monthly report, management will forward to the Union Office the name and address of each new employee and employees leaving the service.

112.03 Employees who are absent from work due to sickness or vacation at the time a vacancy or new position is posted shall be allowed to apply for such position provided such application is received not more than fourteen (14) calendar days after the closing date of the job posting. Such applications shall be given full consideration under provisions outlined in Clauses 112.04, 401.02, 401.04, 501.02, and 501.03. The successful candidate shall be available for work in the new position within thirty (30) calendar days.

112.04 Promotions shall be based on education, training, experience and ability. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.

112.05 A Job Function is a grouping of jobs as identified in Appendices "A" and "B". Job Function Time is defined as the current unbroken length of time in the Job Function.

112.06 Seniority is defined as length of service in the Work Area. Work Areas shall be Operations, Maintenance and Office.

112.07 In filling vacancies or requiring employees to fill vacancies for a shift and Job Function, management may appoint employees with the least Job Function Time, if required.

In order to fill the establishment, when a vacancy is posted, and:

- a) where permanent or probationary employees (within the same Job Function) have not applied; and
- b) where there are permanent employees who do not have a base established position and have not applied;

management may appoint the permanent employee outlined in Point (b) with the least Job Function Time within the same Job Function and Business Unit, which then becomes the employee's base established position. The employee would not serve an assessment period. Notwithstanding the requirement under Clause 112.15 to complete the temporary assignment, such employee may choose not to finish their temporary assignment. At the conclusion of the temporary assignment, the employee shall be moved to the base established position.

112.08 Redeployment

Where a permanent or probationary employee is displaced from his/her position as a result of staff reduction, the displaced employee may be eligible for redeployment.

- a) In order to be redeployed into a position, the displaced employee must meet the minimum qualifications.
- b) Management will revert an employee affected by a redundancy through Clauses 112.11, 112.12 and 112.13 before invoking the redeployment language.
- c) Temporary employees are not eligible for redeployment.

112.09 Recall Rights

Displaced employees and laid off individuals shall be recalled without a posting provided a vacancy in an established position occurs within the time frame outlined below.

- a) Only probationary and permanent individuals displaced or laid off possess recall rights.
- b) A displaced employee or laid off individual must meet the minimum qualifications of the position to which they are recalled.
- c) An individual who was a permanent **or probationary** employee upon displacement or layoff will possess recall rights for twelve (12) months.
- d) Permanent

When recalled, an individual who was a permanent employee upon displacement or layoff will not be required to serve another probationary period.

Such individual will have their service and seniority dates bridged to include time previously accumulated up to the date of layoff.

Any period of absence resulting from layoff will be added to the 1- or 2-year disciplinary document period referenced in Clause 109.02.

- e) Probationary

An individual who was displaced or laid off and who was probationary employees in an established position within the same Job Function in the Business Unit, or a different Business Unit, shall upon recall have their twelve-month probation period reduced by one-half of the length of their probationary service, but in no case would such employee serve less than six (6) months probation.

112.10

- a) Internal Recall Rights

These rights apply to displaced employees still working within the bargaining unit

at the time of recall.

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

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

b) External Recall Rights

These rights apply to a laid off individual, or an employee who, at the time of recall, is working outside of the bargaining unit.

Such individual will have up to fourteen (14) calendar days, from the date of mailing of the external recall notice, to accept or reject recall. Upon acceptance, the individual will have up to twenty-eight (28) calendar days, commencing from the date of mailing of the external recall notice, to start the work. The individual who rejects external recall or fails to advise The City within fourteen (14) calendar days will be considered to have forfeited external recall rights. If unavailable for work, the individual will be contacted later, provided that the applicable time frame outlined in Clause 112.09 (c) has not expired.

The individual is responsible to advise The City of any changes to their current address. Notice of recall will be dispatched by Priority Post (signature required).

112.11 Permanent employees, who subsequently move into a different established position, shall serve a six (6) calendar month assessment period.

For a period not to exceed six (6) calendar months from the actual date of movement, permanent employees serving an assessment period(s) in an established position(s) shall retain all rights to the last established bargaining unit position from which a permanent appointment status had been achieved.

Reversion to such position may be extended, provided there is mutual agreement between the Union and management.

Any employee so affected by such reversion shall also be returned to the employee's last established position from which a permanent appointment status had been achieved.

A permanent employee so moved will be permitted or may be required to revert to such position at any time during the employee's assessment period.

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

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

112.13 If the reversion option is exercised, the move shall be undertaken as quickly as practicable subject to the needs of the operation, but in any case, not longer than thirty (30) calendar days. In the event a vacancy is filled by a posting and a reversion subsequently occurs, the next qualified applicant from the original posting may be approached and, if willing, shall be placed in the position without a further posting.

112.14 A permanent employee who transfers or is promoted to a Transit Operator Trainee position shall be permitted to retain seniority in the Work Area from which the employee was transferred or promoted for a period not to exceed six (6) calendar months which includes the applicable training period. The assessment period for such transferred or promoted people shall be six (6) calendar months inclusive of the applicable training period.

112.15 A probationary employee who has not completed the probationary period in the employee's established position, or a temporary employee who is the successful applicant for another position, cannot revert to the employee's formerly held position.

112.16 Temporary Assignment of Permanent Employees

A permanent employee, who is the successful applicant for a temporary assignment, must complete the temporary assignment unless Management and the Union mutually agree otherwise. A competition for a temporary assignment shall indicate the position is temporary and, if possible, the anticipated duration of the assignment. If a temporary assignment is anticipated to extend beyond six (6) calendar months, a letter shall be sent to the Union Office addressed to the President/Business Agent informing of such action and every six (6) calendar months thereafter, should further extensions be required. Should the time limit subsequently be extended past twelve (12) calendar months, the affected employee may, at any time, opt to revert to the employee's last established position in which the employee had achieved a permanent appointment status. At the conclusion of the temporary assignment, the permanent employee shall be returned to the employee's last established position in which the employee had achieved a permanent appointment status.

If a temporary assignment is to extend beyond twenty-eight (28) calendar months, the position will then be re-posted for competition.

If a permanent employee during a temporary assignment applies for a vacant established position, the employee's application will be considered recognizing both the employee's last established position and the employee's temporary assignment in order to determine the applicable "Movement of Personnel" clause.

During the temporary assignment, if such employee is the successful applicant for a vacant established position, the provisions of Clause 112.11 shall apply, and those provisions shall be effective the date that the employee is moved from the temporary assignment.

113 Re-Engagement of Former Employees

113.01 Where an employee leaves The City's Service or is dismissed for cause, and is later re-engaged, the employee's seniority shall date only from the date of his re-engagement.

113.02 An employee on Long Term Disability or one who has been placed into a position in The City Service through a Rehabilitation process will, if able, be returned to the employee's former position within the bargaining unit.

114 Loaning of Employees

114.01 An employee may be loaned to any other municipality or private business firm for the purpose of giving or receiving instruction in the employee's particular line of work, if approved by the General Manager, and shall not forfeit any of the employee's seniority rights. During such loan period the employee will be required to pay the usual benefit levies as defined by the Municipal Employees Benefit Association of Calgary (MEBAC).

115 Leave of Absence

115.01 **The eligibility criteria for Employment Standards leaves shall be in accordance with the Code.** Leave of absence, other than maternity, **parental, adoption** bereavement, mourner's, family **and compassionate care** leave, shall be considered only upon application from permanent employees having two (2) or more years continuous service. An employee desiring leave of absence shall apply for it to management. Should such application be refused, the employee shall have the right to appeal to the applicable Director through the proper officials of the Union. The decision of the Director shall be final and shall be communicated to the Union in writing.

115.02 When an employee is granted a leave of absence of thirty (30) consecutive calendar days or less, the employee is required to pay the employee's own share of

benefit premiums and any other levies, which are proper to be made. When an employee is granted a leave of absence for a period of more than thirty (30) consecutive calendar days and prior to the leave such employee elects to continue benefit coverage, the employee shall be required to pay in advance of the leave both the employee's and the employer's share of the premiums for applicable benefits. Premium rate, amount, and required benefit coverage on a leave of absence shall be determined by the Municipal Employees Benefit Association of Calgary (MEBAC). The Union shall be notified if an employee is granted a leave of absence for more than fourteen (14) calendar days.

However, employees who are granted a leave of absence without pay for a period of more than thirty (30) consecutive days for the purpose of appealing benefits or to care for ill or elderly family members as outlined in 115.05, shall be required to pay in advance the employees share of their benefits premium. The City will continue to pay the employers share of benefit premiums in such a situation.

115.03 Where an employee overstays the employee's leave of absence without permission, the employee shall automatically forfeit the employee's position with The City, unless such overstay was justified in the opinion of The City official who authorized the leave.

115.04 Compassionate Care Leave

Employees who have at least 90 days service with the City, shall be entitled to Compassionate Care Leave without pay in accordance with the terms outlined in the Alberta Employment Standards Code. During such Compassionate Leave, the employees shall be entitled to accumulate service in accordance with the collective agreement.

115.05 Family Leave

Employees who have at least ninety (90) days' service with The City, and who either are unable to qualify for Compassionate Care Leave or who qualify but have exhausted their Compassionate Care Leave, may be entitled to a Family Leave without pay to care for ill or elderly family members. **The granting of** such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. Family leave shall be granted subject to the needs of the operation.

If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within the Corporation, which would allow an employee to meet their responsibilities to an ill or elderly family member, consideration will be given to the transfer of the employee to the suitable vacancy. Reduction in hours of work, or movement of employees for this purpose, shall be implemented upon consideration of the needs of the operation and following consultation and concurrence of the appropriate Union officials, when required.

115.06 Union Leave

Upon request by the Local, and giving as much notice as practicable, the President/Business Agent, Executive Vice-President – Operations, Recording Secretary – Maintenance/Office Representative, Financial Secretary – Treasurer or any combination thereof, engaged on a full time basis in their local union office or of the parent union including the Amalgamated Transit Union Canadian Council, 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.

Upon notice of at least fourteen (14) calendar days to return to active employment, the returning employee shall have the right to return to the employee's former position, provided that the employee is qualified. The displaced employee shall be dealt with in accordance with Clauses 112.08, and either 223.01, 314.01, 401.10 or 501.05.

Employees on such leave will be eligible for all the normal benefits under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to members therein. Any employee granted such leave for Union office will continue to be paid by The City and subsequently, the Union will reimburse The City.

115.07 Maternity Leave

A pregnant employee, who has **ninety (90) days'** service, shall be entitled to maternity leave without pay for a specified period not to exceed **sixteen (16)** weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the employee is eligible for benefits as outlined in the MEBAC Agreement as any other employee absent on sick leave. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. The employee is responsible for contacting Employee Services regarding pre-payment of benefit premiums. Maternity leave shall commence at a time designated by the employee, within **thirteen (13)** weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave, the employee shall be entitled to accumulate service and seniority in accordance with the Collective Agreement.

Notwithstanding the preceding, a pregnant employee **who is deemed unfit to work by her personal physician, shall be eligible to apply for benefits under the MEBAC plan. Should this employee be approved for Sickness & Accident and/or Long Term Disability prior to the date she had indicated that her maternity leave would commence, this period of absence will not be included as part of her maternity leave.**

An employee who has been granted maternity leave shall be required to pay, in advance for the non-health-related portion of the maternity leave, their share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. Premium rate, amount, and required benefit coverage on a leave of absence shall be determined by the Municipal Employees Benefit Association of Calgary (MEBAC).

115.08 An employee returning to work from maternity leave shall be reinstated to the position she held at the time she went on leave, but without claim to any promotions effected during her absence on leave. For the purpose of accommodating female employees who have been granted maternity leave, the Union agrees to waive all posting requirements related to the temporary reassignment of personnel caused by a female employee going on maternity leave. However, the last vacancy created, resulting from the temporary reassignment of personnel, shall be posted if it is to be filled.

115.09 Paternity Leave

Upon request, an employee shall be given one (1) day's leave of absence with pay for the purpose of attending the delivery of their child, or attending to the release from hospital of the partner who has given birth, or on the day of first obtaining custody of a child who has been legally adopted.

115.10 Adoption Leave

Where an employee seeks a leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed **sixteen (16)** weeks.

The employee shall give written notice, as soon as possible, of when the employee can reasonably expect to first obtain custody of the child being adopted.

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of absence of up to **sixteen (16)** weeks shall commence on the date on which the adoptive parent first obtains custody of the child being adopted.

Where both adoptive parents are employees of The City, they may share the adoption leave, with the total leave not to exceed **sixteen (16)** weeks. The parents may be granted leave simultaneously, subject to operational requirements.

115.11 Parental Leave

A natural or adoptive parent, who is a permanent employee or non-permanent employee with at least **ninety (90) days** service is entitled to an unpaid parental leave of up to **sixty-two (62)** weeks for the care of a new-born or adopted child. Parental leave may be available within the year that the child arrives home. If The City employs

both parents, they may share the leave, with the total leave not to exceed **sixty-two (62)** weeks. The parents may be granted leave simultaneously, subject to operational requirements. During this leave of absence, the employee's service and seniority will continue to accrue **in accordance with the Collective Agreement** and The City will continue to pay its share of the benefit premiums.

115.12 Military Leave

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 passed by The City of Calgary relative to City pension and group insurance contributions.

115.13 Bereavement and Mourner's Leave

- a) Leave of absence in order to carry out responsibilities incurred by the demise of a relative will be permitted at the discretion of management. Where management is satisfied that the request is a legitimate one it will be permissible for the employee to be granted leave of absence with pay of seven (7) consecutive calendar days. For this purpose a relatives shall be defined as current spouse (including common-law spouse, same gender spouse), parent, step-parent, guardian, brother, sister, child or step-child, foster child.

Travel time required to attend the funeral and to return shall be taken into account.

- b) Leave of absence in order to carry out responsibilities incurred by the demise of a relative will be permitted at the discretion of management. Where management is satisfied that the request is a legitimate one it will be permissible for the employee to be granted leave of absence with pay up to but not exceeding seven (7) consecutive calendar days. For this purpose a relative shall be defined as step-brother, step-sister, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, **son-in-law, daughter-in-law**, foster child and grandparent of the employee or spouse.

Travel time required to attend the funeral and to return shall be taken into account.

- c) Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify management of the death of the relative, as soon as practicable, in order to determine their entitlement for bereavement leave. Any period of vacation displaced shall be reinstated for use at a later date.

115.14 Funeral Leave

Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of management.

115.15 Examinations, Training, Educational Leave

Subject to the terms of this Agreement, leave of absence with pay may be granted to allow permanent employees to write examinations at the discretion of management. Further City policies provide for leaves of absence to take training courses. However, any educational leave which requires a written contract drawn up by the Law Department will contain the items and conditions of leave and assistance as set forth in such a contract. Such leave must be work related.

115.16 Leave for Personal Emergencies

Leave of absence without pay for personal emergencies may be approved upon prior notification to the employee's management exempt Supervisor. Such leave shall not exceed one (1) work shift. If requested by management, employees shall be required to provide documented proof supporting the absence. Employees failing to meet these conditions shall be subject to disciplinary action consistent with the Collective Agreement.

116 Vacations

116.01 All employees covered by this Agreement shall receive two (2) weeks vacation with pay after one (1) years' service, three (3) weeks with pay after two (2) years' service, four (4) weeks of pay after eight (8) years' service, five (5) weeks with pay after seventeen (17) years' service, six (6) weeks with pay after twenty-five (25) years' service and seven (7) weeks with pay after thirty (30) years' service.

All 75-hour Transit Operators covered by this Agreement in Sections 200 and 250 shall receive seventy-five (75) hours vacation with pay after one (1) years' service, one hundred and twelve and one-half (112.5) hours vacation with pay after two (2) years' service, one hundred and fifty (150) hours vacation with pay after eight (8) years' service, one hundred and eighty-seven and one-half (187.5) hours vacation with pay after seventeen (17) years' service, two hundred and twenty-five (225) hours vacation with pay after twenty-five (25) years' service and two hundred and sixty-two and one-half (262.5) hours vacation with pay after thirty (30) years' service.

All Maintenance employees covered by this Agreement shall receive eighty (80) hours vacation with pay after one (1) years' service, one hundred and twenty (120) hours vacation with pay after two (2) years' service, one hundred and sixty (160) hours vacation with pay after eight (8) years' service, two hundred (200) hours vacation with pay after seventeen (17) years' service, two hundred and forty (240) hours vacation with pay after twenty-five (25) years' service and two hundred and eighty (280) hours vacation with pay after thirty (30) years' service.

All Office employees covered by this Agreement in Section 500 shall receive seventy (70) hours vacation with pay after one (1) years' service, one hundred and five (105) hours vacation with pay after two (2) years' service, one hundred and forty (140) hours vacation with pay after eight (8) years' service, one hundred and seventy-five (175) hours vacation with pay after seventeen (17) years' service, two hundred and ten (210)

hours vacation with pay after twenty-five (25) years' service and two hundred and forty-five (245) hours vacation with pay after thirty (30) years' service.

116.02 If an employee is terminated and proper notice given, the employee shall be entitled to vacation pay on the following pro-rata calculations:

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

Vacation pay shall be calculated to include all premiums with the exception of overtime normally received by an employee if worked.

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

116.04 Except where an employee is needed to meet the reasonable operating needs of the Business Unit, Statutory Holidays occurring during the vacation period shall be given in addition to the above-mentioned vacation, or shall be paid for at the option of the employee. Operators and spare Operators may elect to bank the holiday hours in their "Personal Appointment Time Bank" subject to Articles 222 or 313.

116.05 Senior employees shall be given preference and choice as to when annual vacation shall be taken.

116.06 Employees able to select vacation in a restricted vacation period shall be limited to a maximum of three (3) weeks of their vacation entitlement and they shall only select vacation in one (1) restricted vacation period.

For members of the Operations Work Area, the three (3) weeks of vacation selected in restricted periods may be taken in one (1) or more restricted period.

The restricted vacation periods are as follows:

- a) the last two (2) weeks in June, the months of July and August, and the first two (2) weeks in September;
- b) the Christmas and New Year's vacation period;

(c) for Transit Operators only: The Spring Breaks for Public and Separate Schools shall be considered as one restricted period, regardless of whether these coincide or are separate.

117 Statutory Holidays

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

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

If a statutory holiday falls on a scheduled work day during a period of approved medical leave (S&A, LTD, WCB) the employee shall only receive their regular medical leave pay for which they are eligible.

While on Maternity Leave, Parental Leave, Adoption Leave, Family Leave and Compassionate Care Leave, employees shall be credited with a banked lieu day upon return from leave. In the case of Operators, the lieu day will be paid out upon return to work.

117.03 One-half (1/2) day with no loss of pay shall be set aside annually for employees' annual picnic, upon request of the Union.

117.04 When a Statutory Holiday occurs on the day off and such holiday is not worked by the employee, the employee shall receive one tenth (1/10) of the employee's normal bi-weekly straight time pay. An Operator or spare Operator may elect to bank the holiday hours in their "Personal Appointment Time Bank" subject to Articles 222 or 313.

Where a Statutory Holiday falls on a scheduled day off of an employee on paid medical leave (S&A, LTD, WCB), they shall receive a banked lieu day. In the case of Operators, the lieu day will be paid out upon return to work. The scheduled day off will be determined from the employee's pre-disability work schedule and will be subject to payout should they not be taken as time off by the end of the subsequent calendar year.

117.05 Employees working on a Statutory Holiday which is their regular day to work, and where regular work goes on, shall be paid their normally scheduled straight time hours, plus double time (x2) for hours worked, plus single shift differential where applicable.

117.06 Where a Statutory Holiday falls on a Maintenance employee's normally scheduled day to work and the employee is not required to work, the employee shall be paid the employee's normally scheduled hours.

117.07 Maintenance employees called out from home to work on a Statutory Holiday which is not their regular working day shall receive a day's pay (x1) for the Statutory Holiday plus double time (x2) for hours worked.

117.08 Where a Statutory Holiday falls on a Maintenance employee's normal day off **and the day is not worked by the employee, the employee shall be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours) prior to the Statutory Holiday. The employee may take the lieu time at a time mutually agreed between the employee and management.** Such lieu day shall be taken not later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates.

For work performed on Statutory Holidays occurring during regular days off, the employee shall receive double time (2x) for hours worked, plus compensating time off in lieu of the statutory holiday equivalent to the employee's regular shift (predominant scheduled hours).

117.09 For Office employees only, where a Statutory Holiday falls on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular day off in lieu of such holiday. Such day to be mutually agreed upon between the employee and the Supervisor and shall be taken not later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates.

118 Sunday Work

118.01 Employees whose regular hours require them to work on Sundays shall receive time and one quarter (x1 1/4) for time worked.

119 Class One & Two Licence Medicals

119.01 The City will make available medical examinations for Class One and Two Licences for employees as required by provincial statute or as required by The City of Calgary. If the employee chooses to apply for a medical examination with The City's Consulting Physician and the medical examination cannot be provided by The City fourteen (14) calendar days prior to the expiration date of the licence, the employee is to contact their respective Supervisor to apprise of same. The employee will then be

required to apply for the medical examination with their own personal physician prior to the expiration date of the licence for which The City will assume the costs up to a maximum of sixty dollars (\$60.00) for such annual medicals. This will be remitted to the employee upon presentation of a paid certificate.

120 Lost Articles

120.01 All lost articles found in Calgary Transit vehicles, structures or on Calgary Transit property shall be turned in to Calgary Transit Dispatch Offices.

121 Service Pay

121.01 Service pay shall be paid to all employees at the following rate:

- | | |
|---------------------------------|---------------------|
| 1) After ten (10) years | - \$120.00 annually |
| 2) After fifteen (15) years | - \$180.00 annually |
| 3) After twenty (20) years | - \$240.00 annually |
| 4) After twenty-five (25) years | - \$300.00 annually |

All employees eligible for this entitlement shall receive this annual payment no later than pay period 3 in the subsequent year(s).

121.02 Service pay eligibility shall be retained by employees until such employees are permanently appointed to positions or classifications excluded by the Alberta Labour Relations Board Certificate No. 406-2002.

122 Accident Claims

122.01 All reasonable expenses and costs with respect to any civil actions brought against a member of A.T.U. Local 583 will be paid by The City of Calgary, when in the opinion of The City Solicitor such member is acting within the scope and during the course of their employment, provided such actions do not constitute a gross disregard or neglect of the member's duty as an employee.

122.02 At the discretion of The City Solicitor, the services of one of the Solicitors from the Law Department will be provided to defend members of A.T.U. Local 583 charged with breaches under the Highway Traffic Act, if it can be mutually demonstrated by management and the Union to the Law Department by direct evidence that the equipment being operated was faulty and had a direct bearing on being contributory toward the charge.

122.03 The City of Calgary will indemnify and save harmless any member from any action, claim, cause or demand that may be made or arise out of the member carrying out his/her duties within the scope and course of employment with The City of Calgary except where the action of such member constitutes a gross disregard or neglect.

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

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

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

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

124.01 An employee shall be paid a minimum of one (1) hours' pay, and, if over one (1) hour taken to the nearest one-tenth (1/10) of an hour at the employee's regular wage rate when called in to see the City Doctor, Corporate Health Consultant or City referred Health Care Practitioner. When the employee is on Sickness and Accident or Worker's Compensation leaves no such payment shall be made.

125 Working Hours

A minimum of forty (40) hours a week, eight (8) hours a day, five (5) days a week, shall be guaranteed all regular non-operating hourly employees according to their seniority.

126 Pay Procedure for Employees in Established Positions Relieving in Higher Level Positions

126.01 An Office Work Area employee upon being assigned the major duties and responsibilities of a higher level Office Work Area position for a period of one (1) full working day or more shall be paid the rate in the Pay Schedule of the class to which the employee is assigned which is next higher than the employee's present rate or five percent (5%) of the relieving employee's current hourly rate, whichever is greater.

126.02 A Maintenance Work Area employee assigned to a higher level Maintenance Work Area position for a period of one (1) working hour or more shall be paid that rate in the wage range of the class to which the employee is assigned which is next higher than the employee's present rate of pay.

Notwithstanding the above, Maintenance Work Area employees, regardless of date of

hire, relieving in senior positions within the Maintenance Work Area for a period exceeding one (1) working hour, shall receive pay placement on a step-to-step basis. It is understood that Clause 126.04 will be waived.

126.03 A wage-earning employee upon being assigned the major duties and responsibilities of a higher-level Office Area position for a period of one (1) full working day or more shall be paid the rate in the Pay Schedule of the class to which the employee is assigned which is the next clear step higher than the employee's present rate of pay, or five percent (5%) of the relieving employee's current hourly rate, whichever is greater.

126.04 A maximum of one (1) additional incremental pay step in the senior pay scale will be paid upon all the following conditions being met:

The employee concerned has relieved in the senior position for two (2) weeks or more during the 12 month period immediately preceding the date the employee is appointed to relieve.

The period of relief work is one (1) working day or more.

126.05 Upon being appointed to the established position, an employee will receive a pay rate not less than the employee would receive under the immediately foregoing regulations for temporary relief in the senior position. Further, the employee shall be credited with time spent in relief toward incremental steps in the permanent position. When appointed to the position, the employee will be required to successfully complete an assessment period from the date of the employee's appointment.

127 Witness and Jury Duty

127.01 Any employee who is subpoenaed as a witness in a civil case in which The City Solicitor certifies The City as having an interest, or was called as a witness in a criminal or quasi-criminal case which The City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving, provided the employee turns over to The City any fees or payment received by the employee for appearing as such witness.

127.02 If an employee is required to attend court for both the morning and afternoon sessions under the criteria outlined in Clause 127.01, the employee's time in court shall be considered a day's work, provided that the employee notifies the employee's Supervisor of the employee's absence at least two (2) hours before the employee's shift is to begin, provided the employee turns over to The City any fees or payment received by the employee for appearing as such witness.

127.03 Where an employee is required to attend court for the purpose of jury selection and/or to serve as a juror in any court and such attendance requires time off work, the employee shall be granted leave with no net loss of pay provided that any pay

received for jury duty (excluding any portion designated for expenses such as travel or meals) is turned over to The City. It is the responsibility of the employee to advise the employee's exempt Supervisor of the requirement for such leave of absence upon receipt of a subpoena or advice of being selected to serve as a juror in any court.

128 Union Officers' Rights

128.01 The Union shall list current appointments of the Executive, Table Officers, Business Agents and Shop Stewards in each work area with the Business Unit concerned, and such shall be recognized by management as part of the grievance procedure. A copy of such current list(s) of Union appointments shall be forwarded to the Leader, Employee Relations.

128.02 No grievance handling or Union activity shall take place on City property, at work sites, or during working hours, without reasonable notification of the management exempt Supervisor responsible for the employee involved.

128.03 Union Table Officers may request special unpaid leave of absence on behalf of the Executive, Table Officers, Shop Stewards or grievors. Such leave shall not exceed one work **week** and must be for the purpose of attending to business directly related to the administration of this Collective Agreement between A.T.U. Local 583 and The City of Calgary. Requests for such leave shall be made to the management exempt Supervisor for that Work Area **at least one month prior to the leave**. Such leave shall be granted subject to the needs of the operations and shall not be unreasonably withheld. **When unforeseen circumstances arise, Management may consider requests with less than one month's notice. The granting of such a leave would be at Management's discretion.**

129 Transportation

129.01 All employees with over fifteen (15) days unbroken service and whose positions are covered under the jurisdiction of A.T.U. Local 583 shall receive Transit passes.

129.02 All pensioned City of Calgary employees covered under the jurisdiction of A.T.U. Local 583 who retire on the normal civic pension plans shall receive a free Transit pass.

129.03 All non-pensionable employees, under the jurisdiction of A.T.U. Local 583 with a minimum of fifteen (15) years' service and who separate from City employment due to ill health, shall be allowed a free Transit pass.

129.04 Transit passes shall be issued to widows and widowers of A.T.U. Local 583 membership not eligible for senior citizen passes.

129.05 Transportation to and from work on the early and late runs will be provided

by The City. Such transportation will be provided by Community Shuttle services.

129.06 No employee shall be required to use their own vehicle to transport personnel or equipment for the employer unless such employee's vehicle is subsidized in accordance with civic policy.

130 Occupational Health and Safety

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

130.01 Joint Work Site Health and Safety Committees

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

Terms of reference for these committees shall include:

- investigating observed and reported health and safety concerns
- reviewing all reported assaults with the intent to minimize any such occurrences
- participating in providing training and education in safe work practices for employees
- recommending changes to alleviate unsafe or unhealthy conditions or practices
- reviewing new or significantly changed processes or procedures for the purpose of identifying health or safety hazards
- appointing and co-ordinating inspection teams for the purpose of inspecting work sites
- exchanging information regarding health and safety practices between members from different sections of the larger work place.

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

The parties also agree that any further terms of reference and/or clarification of these terms of reference will be developed through joint consultation.

130.02 Employer Obligation

The employer has the primary responsibility for ensuring that safe conditions prevail

within the workplace, to take reasonable and practicable measures, both preventative and corrective, to protect the health and safety of employees.

130.03 Union Obligations

The Executive Officers and Shop Stewards of A.T.U. Local 583, in co-operation with The City, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.

130.04 Employee Obligations

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well being and that they do not endanger the health, safety and physical well being of other persons in the workplace.

Employees must observe the rules and practices established in connection with health and safety matters as a means of protecting themselves and others.

Employees must use or wear equipment, devices or protective clothing which is placed at their disposal by the Employer or for which they have been compensated.

Employees must inform their Supervisor if a protective device or apparatus is missing or defective when such a situation might endanger themselves or another employee.

131 Daylight Saving Time

131.01 No adjustments will be made to the pay of those employees working the night shift for reasons of the one (1) hour variance from the usual number of hours of work per shift when changing to accommodate Daylight Saving Time. All such employees will be paid for a normal shift.

132 Precedence of Clauses

132.01 Where a clause in Section A (numbered in 100 series) of this Agreement directly conflicts with a similar clause in Section B (200 and 250 series), Section C (300 series), Section D (400 series), Section E (500 and 550 series), Section G (700 series) **or Section H (800 series)** the clause in Section B, C, D, E, G **or H** shall govern.

200 SECTION B - TRANSIT OPERATORS WORKING CONDITIONS

201 Working Hours

201.01 Seven and one-half (7 1/2) hours shall constitute a day's work and shall be observed as far as operating conditions permit.

201.02 Except as provided in Clause 201.01, a working week shall consist of a minimum of thirty-seven and one-half (37 1/2) hours per week, seven and one-half (7 1/2) hours per day and shall be guaranteed to all regular Operators, according to their seniority. No Operator on a regular run shall work more than five (5) days per week.

201.03 – Regular Runs

A minimum of forty-eight percent (48%) of all regular bus runs shall be straight runs with the exceptions of swings, school specials, and holiday runs. Straight runs shall have Saturday and Sunday as days off.

Shifts will be cut between six (6) hours and thirty (30) minutes and eight (8) hours and five (5) minutes pay hours.

Saturday regular runs may be worked up to a maximum of eight (8) hours and twenty-five (25) minutes pay hours.

Sunday regular runs may be worked up to a maximum of nine (9) hours and five (5) minutes pay hours.

201.04 Management may amend runs where necessary provided prior consultation with the Union and forty-eight (48) hours' notice is given.

201.05 All time shall be computed from the time ordered to report at Garage. Sufficient time shall be allowed to take out vehicles after reporting at Garage, and sufficient relief time shall be allowed for meals insofar as operating conditions permit.

201.06 Operators shall book a minimum of two (2) hours for any run requiring the taking out and returning of a vehicle to the Garage by the same Operator.

202 Travel Time

202.01 Travel time is defined as travel by scheduled transit service rounded to the nearest five (5) minutes, without allowance for transfers or waiting time.

202.02 A Transit Operator may be required to commence work at any relief point. Transit garages are considered relief points.

202.03 A Transit Operator will not be paid travel time to appear at the initial work start point.

202.04 A Transit Operator will be paid travel time from the termination of a piece of work to the start point of the next piece of work.

202.05 A Transit Operator will be paid travel time from the termination of a straight run or last piece of work for the day back to the operator's initial work start point.

202.06 A Transit Operator will not be paid travel time between relief points less than eight hundred (800) metres apart.

202.07 The employer and the union will meet during perusal to review relief points available, with consideration given to employee safety, comfort and scheduling efficiency.

203 Training Transit Operator Trainees

203.01 Operators **who have been designated as mentors by management** shall be paid **fifty (\$0.50)** cents per hour extra **when training Transit Operator Trainees**.

204 Spieler

204.01 Operators when spieling on any type of tour or sightseeing bus shall be paid twenty-five (25) cents per hour extra.

205 Transit Operator Trainee Pay

205.01 Operator Trainees shall receive payment for training time at the rate of seventy-five percent (75%) of the Step 3 Transit Operator rate (without service pay) based on a thirty-seven and one-half (37 1/2) hour week.

206 Sign-up

206.01 A new Sign-up Sheet shall be posted every three (3) months and shall include all runs. A three (3) man committee shall be appointed by the Union to monitor the results of each new Sign-up Sheet. The City shall bear the costs of three (3) members of the monitor committee.

207 Sign-up According to Seniority

207.01 Operators shall have the right to select their runs on the posted Sign-up sheet or to sign on the spareboard in order of seniority of service, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An Operator shall make his choice of runs known to the Sign-up Clerk within five (5) minutes of reporting. Failure to do so will result in a choice being made for him by the Schedule Supervisor or designated person. The City agrees to pay the full cost of three (3) Union Representatives who shall be available to assist Operators in the Sign-up.

208 Failure to Report for Sign-up

208.01 If an Operator fails to Sign-up, the Schedules Supervisor or designated person shall make a choice for the Operator and the Operator shall work the selection so chosen until the next Sign-up.

209 School Specials

209.01 Subject to Clause 201.06, no runs of less than six (6) hours and thirty (30) minutes shall be classed as regular runs. In addition, a minimum of thirty (30) school specials will be cut between six (6) hours and six (6) hours and twenty-nine (29) minutes Monday to Thursday and up to eight (8) hours and five (5) minutes on Fridays. Friday work may be three way splits. These runs will have Saturday and Sunday off.

210 Spread Time

210.01 Spread Time for runs not completed within ten (10) hours of first report shall be paid the following premiums:

Seventy cents (\$0.70) per day after ten (10) hours or one dollar and thirty cents (\$1.30) per day after eleven (11) hours.

210.02 Spread Time for runs or allotted work not being completed within twelve (12) hours of first report shall be paid at the rate of time and one half (x1 1/2) for work performed. Where an Operator is receiving daily overtime, spread premiums will no longer apply.

211 Through Time

211.01 Where an interval of twenty-nine (29) minutes or less exists between two (2) allotted pieces of work, the Operator shall be paid through the interval.

212 Knowledge of Rule Book

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

213 Failure to Report for Duty On Time

213.01 Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. If **directed** by the Dispatcher to report at a later time by telephone, one-half (1/2) hours shall be paid for all such required reports. Spread time shall be computed from the time of the first **directed** call-in.

If **directed** by Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report **once** directed **may** be considered a refusal to work.

213.02 Regular Operators on sick leave shall, when returning to duty, notify the Dispatch Office not later than 3:00 p.m. on the preceding day. The employee shall then be allotted the employee's run for the following working day.

214 Washrooms

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

215 Bus and Coach Equipment

215.01 Operators will be provided with a seat cushion appropriate for the bus being operated.

216 Acting Supervisors

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

216.01 While relieving in management exempt positions, employees shall be subject to the terms and conditions of employment applicable to the management exempt group.

Article 112.12 is not applicable to employees working in the above listed positions.

216.02 Before an appointment of Relief Supervisor, Relief Dispatcher, Relief Training Officer, Relief Rail Controller, Relief Radio Controller, or Relief Recruitment Officer is made, the Union shall have the right to make representation under the present grievance procedure up to and including the Director of Calgary Transit. The Director's decision shall be final.

The Union will be informed of the successful candidates for acting assignments.

216.03 **Employees relieving in Management Exempt positions for a period longer than twenty-four (24) consecutive months shall have their ability to bid on runs and their seniority frozen for the remainder of the Management Exempt assignment.**

217 Uniforms and Clothing

217.01 The purpose of the point system is to allow Operators flexibility in replacing clothing or uniform items according to individual needs. All clothing and uniforms issued are to be used in the performance of the Operators' duties with The City of Calgary. The clothing supplied by The City of Calgary for Operators shall consist of the following:

<u>Item Description</u>	<u>Quantity</u>
Ballcap or Turban	1
Toque	1
Backpack	1
Shirts	4
Summer Jacket	1
Winter Jacket	1
Sweater or Quilted Vest	1
Winter Glove	1
Trouser or Shorts	2
Socks	6
Footwear	1
Belt (Optional)	1
Driving Gloves (Optional)	1

An additional pair of pants or one (1) pair of shorts or two (2) shirts, and one (1) ballcap or turban may be issued as a supplement to a new employee's first issue as required.

Calgary Transit and the Union will meet no less than twice a year to discuss clothing and clothing related issues. This committee shall be comprised of two (2) members from management and two (2) members of the Union. Each party shall choose its own representatives.

217.02 The City shall pay the full cost of all uniforms issued. New uniforms will be provided at the Corporate Clothing Centre. Uniforms will be fitted and altered as required. Uniform and clothing points will be deducted when the employee receives the issue.

217.03 All clothing issued will become the sole property of the employee at time of issue.

Employees who receive an annual allotment of clothing and do not complete that years' service shall be required to repay The City the cost of the clothing on a pro-rata basis. Notwithstanding the foregoing, operational staff, upon retirement, shall be allowed to retain all clothing in their possession. Uniform clothing with an identifiable Calgary Transit logo shall not be worn while engaged in other employment.

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

217.05 The provisions of the above clauses apply to both spare and regular Operators.

217.06 Clothing items voluntarily selected under the point system under the heading "Optional Items", are in lieu of those listed in Clause 217.01 and in lieu of the frequency of issue listed in the same clause. No Operator shall have the right to grieve lack of receipt of any item listed in Clause 217.01, which the employee did not select.

217.07 The following conditions apply to the clothing issue under the point system:

- a) The Operator's employment anniversary date shall be used to determine their entitlement to the annual allotment of two hundred (200) points. Absence from work in excess of one hundred and nineteen (119) calendar days shall result in a corresponding reduction in the following years' points.
- b) The new hire Operator clothing issue and frequency, listed in Clause 217.01, will become the basis for calculating the two hundred (200) total points. Point values of each item will be adjusted according to price changes but the annual total of two hundred (200) points will be maintained.
- c) Any or all of the clothing issue in Clause 217.07 (g) and optional items in Clause 217.07 (h) may be selected as part of the Operators total clothing package.
- d) Regardless of items selected, Operators are required to comply with the established uniform appearance standards.
- e) The above conditions do not apply to the initial clothing issue given to new employees. For these employees, issue shall be in accordance with the provisions of Clause 217.01.
- f) Should an Operator meet the dress standards using less than the annual allotment of two hundred (200) points, the remaining points may, at the Operators option, be carried forward to future years, to a maximum of four (4) years. The maximum of four (4) years will be extended by the period of time absent from work as indicated in paragraph A above.
- g) CLOTHING ISSUE AND VALUE

<u>Item Description</u>	<u>Maximum Quantity</u>	<u>Frequency</u>	<u>Point Value per item</u>
Ballcap or Turban	2	Yearly	5
Toque	1	Yearly	5
Backpack	1	Every 5 years	15
Shirts (long sleeved, short sleeved, golf)	5	Yearly	10
Sweater	1	Yearly	15
Summer Jacket	1	Every 4 years	25
Winter Jacket	1	Every 4 years	50
Quilted Vest	1	Every 2 years	20
Winter Glove	1	Yearly	15
Trouser or Shorts	3	Yearly	25
Socks	6	Yearly	5
Footwear	1	Yearly	40
Tie (optional)	N/A	N/A	5
Belt (Optional)	1	Every 2 years	15
Driving Gloves (Optional)	1	Yearly	5

* The combined total for the shirts is a maximum of five (5) per year.

** The wearing of ties is not compulsory, although they are part of the **optional** clothing issue.

*** An Operator may choose to upgrade the type of standard slip resistant footwear the Operator wishes to purchase at the Operator's own expense.

In addition to Clause 217.07 (a), Operators who have banked clothing points may use up to a maximum of sixty (60) banked points per year to select additional items with a new set of maximums not exceeding those listed above.

Where an Operator requests more items than designated as the clothing issue, management may require the Operator to provide an acceptable explanation for the need for the additional issue.

Female clothing for some items are available upon request.

All clothing issued must conform to the Business Unit PPE Policy.

217.08 Operators, whose order of yearly clothing issue and/or optional items is not available at the time of pickup, will be provided with their order when stock becomes available.

In the year that an Operator is scheduled to retire and provided the Operator gives three (3) months advanced notice of his retirement, the Operator may select a payout of one dollar (\$1.00) per unused point to a maximum of two hundred dollars (\$200) in lieu of receiving that years' issue of clothing. Operators must have adequate clothing to complete that years' service.

218 Vacation Scheduling

218.01 The vacation schedule for Bus Operators entitled to vacation shall be:

When the Spring Break for Public and Separate Schools coincide or are separate	5.0%
Weeks commencing on Mondays in May shall average for the month of May	5.5%
Weeks commencing on Mondays in June shall average for the month of June (except the final week which may be included in the Summer Sign-up)	6.0%
Two week period covering the Calgary Stampede	9.4%
Summer Sign-up period	11.6%
Weeks commencing on Mondays in September shall average for the month of September	5.5%
Christmas and New Year's Weeks	5.0%

218.02 In years when the Public School Board or Separate School Board begins the school year in August, the September level of vacation will be provided commencing with the September Sign-up. In addition, the summer Sign-up period would be increased to 12.75%.

218.03 During the periods of time where specific percentages are not indicated, vacations shall be scheduled to maintain Operator strength equivalent to operational needs.

219 Overtime

219.01 The rate shall be time and one and one-half times (x1 1/2) for all hours in excess of seven and one-half (7 1/2) hours per day.

219.02 Regularly signed-up Operators shall be paid at the rate of one and one-half times (x1 1/2) for the first two (2) hours and double time (x2) thereafter for additional work performed on a regular working day. Regular working day shall be defined

according to their signed-up or officially traded run.

219.03 Regularly signed-up Operators shall be paid at the rate of double time (x2) for work performed when called out on their day off. Day off shall be defined according to their signed-up or officially traded run.

219.04 Operators called out for emergency work shall be paid a minimum of two (2) hours at double time (x2) for each call.

219.05 Where a relief is missed at a time point, double time (x2) shall be paid until Operator is relieved, provided he has notified Dispatch.

219.06 Double time (x2) shall be paid for work performed by regular day shift Operators after 10:00 p.m. and not less than two (2) hours at double time (x2).

219.07 In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible in each biweekly period among members of the Work Area concerned. When eligibility requirements are equal, the senior operator will be assigned the overtime.

219.08 Employees whose regular hours require them to work on Sundays shall receive one and one-quarter times (x1 1/4) for time worked up to and including seven and one-half (7 1/2) hours. Overtime shall be paid at one and one-half times (x1 1/2) times above the regular rate for the first two (2) hours worked after seven and one-half (7 1/2) hours and double time (x2) thereafter.

220 Banking Scheduled Overtime

220.01 At Sign-up time, Operators selecting a run with scheduled overtime must choose one of the following:

- a) Take payment for overtime at the applicable overtime rate, or
- b) Bank **scheduled overtime** at straight time and receive pay at one-half time (x1/2) for the overtime worked.

220.02 The following shall apply to Operators who choose to bank **scheduled overtime**:

- a) All **banked overtime** earned in one (1) calendar year may be used during the calendar year in which it is earned or may be carried into the following calendar year.
- b) **Banked overtime** may be taken in a minimum of two (2) hour blocks or more at a time.
- c) The scheduling of **banked overtime** off shall be determined by the needs of the operation.
- d) **Banked overtime** not taken by December 31st of the year after the one in which it

was earned shall be paid out at year-end at the applicable rates.

220.03 Spare Operators assuming runs with scheduled overtime will be paid out.

220.04 Operators shall not accumulate **scheduled** overtime when absent from their runs for any reasons. Where payment is required as a result of an absence, it shall be based on the applicable guarantee.

221 December 24th

221.01 Four (4) hours additional pay shall be paid each operator for the twenty-fourth (24th) of December.

221.02 When the twenty-fourth (24th) of December occurs on the day off of an employee, and such holiday is not worked by the employee, they shall receive four (4) hours pay.

221.03 An Operator may elect to bank this four (4) hour payment in their "Personal Appointment Time Bank" subject to Article 222.

222 Accommodation of Medical/Dental Appointments

222.01 An Operator can use hours from a "Personal Appointment Time Bank" to maintain their biweekly guarantee when attending to personal business such as medical or dental appointments which cannot be scheduled during their time off. An Operator can elect to use Statutory Holiday hours (as per Clauses 116.04 and 117.04) or their payment for Christmas Eve (as per Article 221) to establish and/or maintain this bank. A maximum of seven and one-half (7 1/2) hours can be carried forward from one calendar year to the next in this bank. Banked hours in excess of the seven and one-half (7 1/2) hour maximum will be paid out.

223 Layoff and Recall

223.01 The order of layoff shall be in reverse seniority.

223.02 Upon recall, laid off Transit Operators will be recalled in order of seniority **to the position they left at the time of layoff.**

250 SECTION B - CTRAIN OPERATORS WORKING CONDITIONS

The following provisions are specific to CTrain Operators:

251 Sign-up

251.01

- a) **Effective September 2019 Sign-up** CTrain Operators will commit for a **thirty-six (36)** month period, commencing with the March **2020** Sign-up. **The most senior 75 hour volunteers will be moved to CTrain Operations as vacancies occur.**
Notwithstanding the above, a maximum of five (5) CTrain Operators may opt out of CTrain at each quarterly Sign-up in order of seniority. These Operators who opt out through this process are permitted to sign up again in the following commitment period.
- b) Operators who leave CTrain service **outside of the allowed opt out process described in part (a)** during the course of a Sign-up, or those currently signed on bus work who indicate their intention to work on CTrain and then do not work on the CTrain, will not be allowed, to indicate an intention to work CTrain **during the remainder of the commitment period. Operators who come off out of seniority during the last eighteen (18) months of the commitment period or decline to be activated after having been trained to operate Trains, shall not be allowed to opt back on for the remainder of the commitment period or during the following commitment period.**
- c) Operators wishing to work CTrain must indicate their intention to do so during the **September Sign-on. Operators will select their work based on their Transit Operator seniority. The number of operators eligible to move to the CTrain will be based on the number of vacancies from operators that have left the service in the current or previous year and any growth positions. The projected number of operators that would make up the CTrain Operator complement and volunteer list would be made available for perusal and Sign-on. The volunteer list will consist of two lists, the active volunteer list and the contingency volunteer list. Activation for full time complement would come from the active volunteer list by seniority and for the contingency complement would come from the contingency volunteer list by seniority.**
- d) **Whenever possible, activation of 75 hour operators shall be done at the commencement of the sign-up. Operators that fall in the contingency**

band shall be activated as contingency operators during sign-up as required.

- e) Following the September Sign-on and in the event there are not enough volunteers to staff the CTrain, a forced contingency list will be established for the following CTrain commitment term. Operators on the forced contingency list will be trained and activated in reverse seniority order.
- f) Operators who fail the training in a third attempt will not be allowed, during the next commitment period to indicate intention to sign on the train. 60 hour operators, who have completed rulebook twice, and then request to come off, will not be allowed, during the next commitment period to indicate intention to sign on the train.
- g) In the event of weekend (Saturday/Sunday/Statutory Holiday) temporary Track Closures, LRT construction or additional Capital work projects that impacts the movement of trains and results in work changes, Operators will be compensated as per their current sign-up hours of pay.

During these instances the application and restrictions of hours of work as outlined with the provisions of article 201.03 will not apply.

Operators may be assigned additional work outside of their CTrain operations which would include Public Information reps or Fare Box work to ensure their guaranteed scheduled hours of work. In addition, Operators may be required for additional hours of work for related Operations Work Area duties not to exceed Employment Standards hours of work.

252 Runs

252.01 A minimum of forty-seven percent (47%) of all regular CTrain runs shall be straight runs with the exception of swings and holiday runs. Straight runs shall have Saturday and Sunday as days off.

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

252.02 CTrain runs will be cut under the same parameters as bus runs. Straight runs will contain a paid break of no less than twenty (20) minutes and no greater than fifty (50) minutes. Such runs will contain a maximum of two (2) pieces of work.

253 Knowledge of Rule Book

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

254 Vacation Scheduling

254.01

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

Weeks commencing on Mondays in January to April	9 operators
When the Spring Break for Public and Separate Schools coincide or are separate	7.0%
Weeks commencing on Mondays in May shall average for the month of May	6.0%
Weeks commencing on Mondays in June shall average for the month of June (except the final week which may be included in the Summer Sign-up)	6.0%
Two week period covering the Calgary Stampede	4 operators
Summer Sign-up period	11%
Weeks commencing on Mondays in September shall average for the month of September	6.5%
Weeks commencing on Mondays in October to December	9 operators minimum
Christmas and New Year's weeks	6.5%

255 CTrain Spareboard

255.01

- a) The five (5) least senior-trained spare **Transit** Operators on the CTrain spareboard may be assigned either bus or CTrain assignments.
- b) All spareboard CTrain work will be combined, as far as practicable, before combining bus with CTrain work. **CTrain standby will be considered as CTrain work.**
- c) During the course of the Sign-up, additional **Transit** Operators may be activated from the regular bus operation to the CTrain spareboard for a minimum of one (1) week to cover higher workload periods. These **Transit** Operators will be required to relinquish any signed up bus work for the week(s) involved. When these **Transit** Operators are no longer required for

CTrain service, they will revert back to bus operation and be returned to the signed-up bus work that was previously relinquished, if applicable.

- d) **Transit** Operators being used on a weekly basis for the CTrain spareboard would be drawn in seniority from the CTrain contingency list.
- e) Dispatch will provide adequate notification to affected Transit Operators of their changing status; however, this notice may be as late as Thursday of the week prior to moving from regular bus operation to the CTrain spareboard or from CTrain back to regular bus operation.

(See Letter of Understanding **#13** re: Transition Arrangement for CTrain Operators).

300 SECTION C - SPARE OPERATORS WORKING CONDITIONS

301 Working Hours

301.01 Subject to Clause 301.03 and Article 302 below, spare Operators shall be guaranteed, for each two (2) week pay period, an amount of pay equivalent to sixty (60) hours or seventy-five (75) hours bi-weekly, computed at the applicable hourly rate, but not to include overtime or Sunday premiums, provided that such spare Operators are available for work for ten (10) days in each two (2) week period. All work performed beyond a twelve (12) hour spread from first report shall be paid overtime on a daily basis in addition to the guarantee. Operators not fulfilling their guarantee within a twelve (12) hour spread shall be given the necessary make up time to satisfy one-tenth (1/10) of their bi-weekly guarantee.

301.02 Spare Operators, upon reaching the applicable bi-weekly guarantee, shall not be allowed to exercise seniority for the balance of the pay period.

301.03 Spare Operators - Sixty (60) Hours

- a) A maximum of **fifteen and one half** percent (**15.5%**) of the total Operator complement at commencement of a Sign-on shall be designated as sixty (60) hour guarantee spare Operators and these Operators must remain spare. Notwithstanding the above, spare Operators who become eligible for a seventy-five (75) hour guarantee during the course of a Sign-up will move to the seventy-five (75) hour guarantee and will remain as seventy-five (75) hour guarantee Operators.
- (b) Following the conclusion of each transit operator Sign-on process, sixty (60) hour guarantee spare Operators will be allowed to bid on unsigned runs. The paid time on this work will exclude run guarantee. Overtime will be paid in accordance with spare Operator rules, as provided in Clause 305.01.

When assigned a run for the day, sixty (60) hour guarantee spare Operator shall be treated as a signed up Operator.

- (c) Vacation based on actual hours worked or sixty (60) hours bi-weekly, whichever is greater at appropriate rate. Coffee money prorated on sixty (60) hour guarantee. Statutory Holiday pay shall be six (6) hours, however, if assigned a run and works the day before and the day after, an Operator on a sixty (60) hour bi-weekly guarantee shall receive seven and one-half (7 1/2) hours for the Statutory Holiday.

302 Failure to Report for Duty On Time

302.01 Where a spare Operator refuses any work offered, the two (2) week guarantee shall be reduced by the difference between the actual hours worked and the straight time hours which would have been worked had the Operator not failed to report

for duty. The Operator shall be placed at the bottom of the list of spare Operators for the day.

302.02 Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. If **directed** by the Dispatcher to report at a later time by telephone, one-half (1/2) hour shall be paid for all such required reports. Spread time shall be computed from the time of the first **directed** call-in.

If **directed** by Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report **once** directed **may** be considered a refusal to work.

303 Spread Time

303.01 Spread Time for runs not completed within ten (10) hours of first report shall be paid the following premiums:

Effective 2011 January 3, sixty-five cents (\$0.65) per day after ten (10) hours or one dollar and twenty cents (\$1.20) per day after eleven (11) hours.

Effective 2012 July 2, seventy cents (\$0.70) per day after ten (10) hours or one dollar and thirty cents (\$1.30) per day after eleven (11) hours.

303.02 Where an Operator is not receiving daily overtime, spread time for runs or allotted work not being completed within twelve (12) hours of first report shall be paid at the rate of time and one-half (x1 1/2) for work performed. Where an Operator is receiving daily overtime for work in excess of ten (10) hours, spread premiums will no longer apply.

303.03 Spareboard Operators assigned a phone-in time (First Report) for the next day shall commence their twelve (12) hour spread, thirty (30) minutes after the scheduled phone-in time. A minimum of one (1) hour will be allowed between the scheduled phone-in time and the start of the assigned work, unless the Operator agrees to or requests an earlier start time.

A ten (10) minute grace period shall be afforded to spareboard Operators prior to a phone-in being recorded as a late report.

304 Through Time

304.01 Where an interval of twenty-nine (29) minutes or less exists between two (2) allotted pieces of work the Operator shall be paid through the interval.

305 Overtime

305.01 Spare Operators shall be paid overtime, on a daily basis, at the rate of one and one-half times (x1 1/2) for hours worked in excess of eight (8) hours daily, and double time (x2) for hours worked in excess of ten (10) hours daily. Double time (x2) shall be paid for work performed on days off.

305.02 Operators called out for emergency work shall be paid a minimum of two (2) hours at double time (x2) for each call.

305.03 Where a relief is missed at a time point, double time (x2) shall be paid until Operator is relieved, provided he has notified dispatch.

305.04 Double time (x2) shall be paid for work performed by regular day shift Operators after 10:00 p.m. and not less than two (2) hours at double time (x2).

305.05 In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible in each biweekly period among members of the work unit concerned. When eligibility requirements are equal, the senior operator will be assigned the overtime.

305.06 Employees whose regular hours require them to work on Sundays shall receive one and one-quarter times (x1 1/4) for time worked up to and including seven and one-half (7 1/2) hours. Overtime shall be paid at one and one-half times (x1 1/2) above the regular rate for the first two (2) hours worked after seven and one-half (7 1/2) hours and double time (x2) thereafter.

306 Days Off

306.01 Spare Operators shall be allowed to indicate their preference for four (4) days off per two (2) week period in order of seniority.

306.02 A minimum of twenty percent (20%) of the spareboard shall be given Statutory Holidays off on all Statutory Holidays with the exception of five (5), these being: Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Boxing Day.

307 Regular Runs Up to One Week

307.01 All runs becoming vacant by sickness, leave of absence, discharge, resignation or other causes, up to one (1) week, shall be filled from the list of spare Operators.

307.02 When assigned a run for the day, seventy-five (75) hour guarantee spare Operator shall be treated as a signed up Operator.

307.03 Where management anticipates that a run will become vacant by sickness, leave of absence, discharge, resignation or other causes for one (1) week or more, the run shall be filled from applicants from the list of spare Operators. The successful spare Operator shall work that run until the regular Operator returns or until the next Sign-up.

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

308 Hours of Rest

308.01 Spare work will be scheduled with a minimum of eight (8) hours' rest between each day's works.

309 Report Time Allowance

309.01 All spare Operators reporting for work at their assigned report time and not assigned work shall be paid a minimum of two (2) hours for such report. Spare Operators who receive such guarantees and subsequently are assigned work during that two (2) hour period shall only receive the guarantee until the commencement of the work.

310 Size of Spare List

310.01 Calgary Transit agrees to keep the permanent list of spare Operators down to a minimum consistent with efficiency.

311 December 24th

311.01 Four (4) hours additional pay shall be paid each operator for the twenty-fourth (24th) of December.

311.02 When the twenty-fourth (24th) of December occurs on the day off of an employee and such holiday is not worked by the employee, he shall receive four (4) hours pay.

311.03 A spare Operator may elect to bank this four (4) hour payment in their "Personal Appointment Time Bank" subject to Article 313.

312 Duplicated Work

312.01 Where signed work is inadvertently assigned to a spare Operator, the work shall be performed by the signed Operator. The spare Operator shall be assigned work of equal pay hours.

Where two (2) spare Operators are assigned to the same work, the work shall be performed by the senior Operator. The junior Operator shall be assigned work of equal pay hours.

312.02 In no instance shall pay for replacement work be less than for the originally assigned work and finishing time(s) will be comparable.

313 Accommodation of Medical/Dental Appointments

313.01 A spare Operator can use hours from a "Personal Appointment Time Bank" to maintain their biweekly guarantee when attending to personal business such as medical or dental appointments which cannot be scheduled during their time off. A spare Operator can elect to use Statutory Holiday hours (as per Clauses 116.04 or 117.04) or their payment for Christmas Eve (as per Article 311) to establish and/or maintain this bank. A maximum of seven and one-half (7 1/2) hours can be carried forward from one calendar year to the next in this bank. Banked hours in excess of the seven and one-half (7 1/2) hour maximum will be paid out.

314 Layoff and Recall

314.01 The order of layoff shall be in reverse seniority.

314.02 For the purpose of recall, the Job Function for the Operations Work Area is Transit Operator. Upon recall, laid off Transit Operators will be recalled in order of seniority.

400 SECTION D - MAINTENANCE EMPLOYEES WORKING CONDITIONS

401 Movement of Maintenance Personnel

401.01 Newly established positions or vacancies in the establishment shall be filled in accordance with Clauses 112.01 and 112.02, with first consideration to permanent employees in the Job Function, then permanent employees **in the Group**, then permanent employees outside the Job Function **and Group** in the Work Area, then non-permanent employees in the Job Function and final consideration to other employees.

401.02 Movement of permanent employees within a Job Function shall be considered on the basis of Job Function Time and on the basis of efficiency.

Should no permanent employees in the work area apply, movement of non-permanent employees within the Job Function shall be considered on the basis of Job Function Time and on the basis of efficiency.

401.03 A Labour Pool shall be established consisting of the following Job Functions:

Cleaning Services Group; Fleet Maintenance Group; LRV Maintenance Group; Outside Maintenance Group; Tire Repair Group; Mail Courier; Toolroom Attendant.

Movement of permanent employees within a Job Function within the Labour Pool shall be in accordance with Clause 401.02.

Movement of permanent employees to a different Job Function within the Labour Pool shall be based on Maintenance Work Area seniority, provided the senior employee meets the minimum qualifications for the position.

Movement of permanent employees to a different Job Function outside the Labour Pool shall be in accordance with Clause 401.04.

401.04 Movement of employees in cases other than Clause 401.02 shall be based on education, training, experience, and ability. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner. The qualified senior applicant may be appointed from a posting without any interviews.

401.05 A permanent L.R.T. Maintenance employee, unable to maintain his/her Operator permit proficiency due to a medical disability as determined by The City of Calgary, Occupational Health Unit, who subsequently applies for a position within his/her last Job Function shall be considered under Clause 401.02, provided the employee has the required qualifications and ability for the position. The Job Function Time considered shall be that time worked in the Job Function immediately prior to being promoted to the current established position in L.R.T. Maintenance. Such

individual will have their Job Function Time bridged to include time previously accumulated up to the date of promotion.

401.06 A Lead Hand or Journeyman II who subsequently applies for a position within his/her last Job Function shall be considered under Clause 401.02. The Job Function Time considered shall be that time worked in the Job Function immediately prior to being promoted to the Lead Hand or Journeyman II position. Such individual will have their Job Function Time bridged to include time previously accumulated up to the date of promotion.

401.07 Management has the right to terminate the service of a temporary employee at any time within the employee's first twelve (12) months of employment.

401.08 A temporary employee with greater than twelve (12) months service shall not be terminated except for cause or lack of work.

401.09 The successful applicant for a posting will be required to spend a minimum of three (3) months in that position unless the employee successfully applies for a subsequent posting.

401.10 Maintenance Redeployment and Layoff

a) Phase 1 - Displacement from the Job Function:

1. Management identifies the specific working title, pay classification, the specific location, and the specific shift where a job reduction will be made.
2. Management reviews the records of employees at the specific location and specific shift to be reduced, and identifies the employee with the least Job Function Time (Employee A).
3. Employee A displaces the employee who is working the specific shift with the same days off within the Business Unit with the least Job Function Time and with less Job Function Time than Employee A (Employee B).
4. Employee B displaces the employee who is working the specific shift within the Business Unit with the least Job Function Time and with less Job Function Time than Employee B (Employee C).
5. Employee C displaces the employee who is working any shift within the Business Unit with the least Job Function Time and with less Job Function Time than Employee C (Employee D).
6. Employee D displaces the employee within the bargaining unit with the least Job Function Time and less Job Function Time than Employee D (Employee E).

b) Phase 2 - Redeployment to Former Job Functions:

7. The employee possessing the least Job Function Time within the bargaining unit (Employee E) is redeployed to the Job Function they last held and displaces the employee in that Job Function who is working the specific shift with the same days off within the Business Unit with the least Job Function Time and with less Job Function Time than Employee E (Employee F).
8. Employee F displaces the employee who is working the specific shift within the Business Unit with the least Job Function Time and with less Job Function Time than Employee F (Employee G).
9. Employee G displaces the employee who is working any shift within the Business Unit with the least Job Function Time and with less Job Function Time than Employee G (Employee H).
10. Employee H displaces the employee within the bargaining unit with the least Job Function Time and less Job Function Time than Employee H (Employee I).
11. If the Job Function last held by a displaced employee no longer exists, the employee is redeployed to the Job Function they most recently held that continues to exist and displaces the employee in that Job Function as outlined in Phase 2 above.
12. An employee displaced from a Job Function due to the redeployment of another employee may in turn be redeployed to the Job Function they last held by displacing the employee in that Job Function as outlined in Phase 2 above.

c) Phase 3 - Options to Avoid Layoff (Provided Qualified):

13. An employee who is displaced from a Job Function by reason of job reduction and is ineligible for redeployment to another established position may be assigned on a temporary basis to any vacant established position which is required to be filled within the Work Area.
 14. A temporary employee may be terminated from within the Work Area to allow for the continued employment of a permanent or probationary employee who would otherwise be laid off.
- d) When an employee is redeployed into a former Job Function, the employee's new Job Function Time will be backdated to the date that the employee first entered the former Job Function.

401.11 Maintenance Recall Rights

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

These rights apply to displaced employees still working within the bargaining unit at the time of recall.

An Internal Recall Memorandum (IRM) will be used as notification of internal recall. Employees have up to five (5) working days from this notification to inform management that they wish to exercise their recall to the Internal Recall Memorandum. Management will recall the senior employee who wishes to exercise their internal recall. The recalled employee will start work within twenty-one (21) calendar days.

A displaced employee who has exercised their internal recall and then later rejects internal recall to the Internal Recall Memorandum will be considered to have forfeited internal recall rights.

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

- c) External Recall Rights

These rights apply to a laid off individual, or an employee who, at the time of recall, is working outside of the bargaining unit.

Such individual will have up to fourteen (14) calendar days, from the date of mailing of the external recall notice, to accept or reject recall. Upon acceptance, the individual will have up to twenty-eight (28) calendar days, commencing from the date of mailing of the external recall notice, to start the work. The individual who rejects external recall or fails to advise The City within fourteen (14) calendar days will be considered to have forfeited external recall rights. If unavailable for work, the individual will be contacted later, provided that the applicable time frame outlined in Clause 112.09 (c) has not expired.

The individual is responsible to advise The City of any changes to their current address. Notice of recall will be dispatched by Priority Post (signature required).

402 Learner and Apprentice Wage Adjustments

402.01 List of Apprentice Classes

(each step wage range - see Pay Schedule)

Auto Body Repairer (3 years)
Auto Body Mechanic (4 years)
Automotive Mechanic (4 years)
Heavy Duty Mechanic (4 years)
Truck & Transport Mechanic (3 years)
Machinist (4 years)
Welder (3 years)
Partsman (3 years)
Electro Mechanic (LRT) (4 years)

402.02 Apprentices required to attend trades school shall be paid on a guaranteed scale with a differential between each step according to the following formula:

Commencement of Period 1	65% of Journeyman 1 rate
After 6 months in Period 1	68% of Journeyman 1 rate
Commencement of Period 2	71% of Journeyman 1 rate
After 6 months in Period 2	75% of Journeyman 1 rate
Commencement of Period 3	80% of Journeyman 1 rate
After 6 months in Period 3	84% of Journeyman 1 rate
Commencement of Period 4	90% of Journeyman 1 rate
After 6 months in Period 4	95% of Journeyman 1 rate

Apprentices who require only three (3) complete periods, i.e., Auto Body Repairer, Welder and Partsman shall be paid on the basis of the percentages listed for Periods 2, 3, and 4.

402.03 The six (6) month wage increments shall be granted subject to Clause 402.05 and satisfactory performance.

Absence from work (excluding vacation, Statutory Holidays, or lieu time) in excess of two hundred (200) or more cumulative regular hours of work shall result in a corresponding delay in the six (6) month wage increment.

402.04 Subject to Clause 402.05, the increments for commencement of the next period shall be granted effective the completion date of the previous period as determined by the Apprenticeship and Trade Certification Board. The current requirements are outlined below:

- (i) upon completion of the designated period length and/or minimum work experience hours

(actual working hours including any overtime hours) stipulated by the Apprenticeship and Trade Certification Board for the apprentice class;

- (ii) upon completion of the technical training course and passing of the apprenticeship examination for the period;
- (iii) a satisfactory employer's report.

402.05 Apprentices shall be permitted to retain their rate of pay when transferring across from other classifications at a rate no higher than the Maintenance Support Services Level 5. When an employee enters a pre-Apprenticeship program the employee shall retain the employee's previous established base position rate at a rate no less than Maintenance Support Services Level 3 and no higher than Maintenance Support Services Level 5. When an employee formally enters the Apprenticeship program the employee shall retain the employee's previous established base position rate at a rate no less than Maintenance Support Services Level 3 and no higher than Maintenance Support Services Level 5 until the Apprentice rate equals or surpasses the employee's frozen rate. If there is no Apprenticeship position available when the employee completes the employee's pre-Apprenticeship the employee will return to the employee's former established base position and accompanying former rate of pay.

402.06 The City shall maintain the Apprentice's regular rate of pay while taking required technical training, less the amount of the Apprentice's governmental training allowance. The Apprentice shall be responsible for applying for such governmental allowances.

402.07 An Apprentice shall serve the periods of actual work at the trade, as determined by the Certification Board of the Apprenticeship Branch, and shall pass the approved Journeyman examination(s) before the Apprentice may be considered a Journeyman.

402.08 Employees entering an apprenticeship program shall have their Job Function Time commence upon the date of their appointment to an apprenticeship program and shall be placed at the bottom of the respective Trades seniority list in order of their Maintenance seniority date. Job Function Time shall only be recognized following successful completion of their apprenticeship time and successful completion of the final apprenticeship exam.

402.09 When an Apprentice has successfully completed the Apprenticeship and no Journeyman vacancy exists, the Apprentice may be permitted to remain on the establishment and, if so retained, will be paid at the applicable Journeyman rate of pay for performing Journeyman duties. In the event of a reduction of staff, the displaced employee shall be dealt with in accordance with Clauses 112.08 and 401.10.

402.10 No Apprentice shall be allowed to take charge of any shift.

402.11 During the last twelve (12) months of Apprenticeship, employees may be required to perform the same class of work as Journeymen but under the supervision of

a qualified Journeyman.

402.12 An Apprentice actually working under this Agreement before enlisting in the Armed Forces shall be credited with his time away when the status of Journeyman is reached.

402.13 Reports concerning Apprentices will be submitted to management by Supervisors at regular intervals. Discussions of adverse reports will be held between management and the Apprentices with A.T.U. Local 583 being present at the time of such discussions. Only one failure will be allowed per level. In addition, an Apprentice who wishes to withdraw from the Apprenticeship program may do so on their own accord.

Apprentices who have more than one failure per level or more than two failures during the total program or voluntarily withdraw from the program will be required to return to their former Job Function, in accordance with Clauses 112.08 and 401.10.

The employer shall cover the cost of all required program textbooks. However, an Apprentice who voluntarily withdraws from, or fails a level of the program, shall be required to reimburse the employer for the cost of the required textbooks for that level.

If re-appointed to an apprenticeship, full credit will be given to subjects previously passed but only as recognized by the Trades Certification and Apprenticeship Board.

All aspects of the Apprenticeship program, including requirements, difficulties and annual training at SAIT will be fully explained by management to all Apprentices at the time of signing of their official Apprenticeship contracts.

402.14 Employees entering the trainee Electro-Mechanic program shall have their job function time as a trainee Electro-Mechanic (Job function 56) commence upon their date of appointment to the program.

Upon successful completion of the program (typically 1 year after starting as a trainee Electro-Mechanic), the trainees will be reclassified to Journeyman I Electro-Mechanic. Their job function time as a Journeyman I Electro-Mechanic (Job Function 17) shall commence on the date a permanent position is achieved.

If no Journeyman I Electro-Mechanic vacancy exists, the trainee may, be permitted to remain on the establishment (in a temporary assignment) and if so retained, will be paid the applicable Journeyman I Electro-Mechanic rate of pay for performing the Journeyman I Electro-Mechanic duties until a permanent position becomes available.

A newly graduated Electro-Mechanic must bid on all open Journeyman I Electro-Mechanic positions in order to obtain a permanent position. Failure to bid on a position will result in management appointing new graduates in order of seniority.

When a permanent employee enters into an assignment as trainee Journeyman I Electro-Mechanic, the employee will retain reversion rights back to base position for the duration of the training (or 12 months) whichever is shorter.

403 Clothing

403.01 The purpose of the point system is to allow Maintenance employees flexibility in replacing clothing according to individual needs. All clothing issued is to be used in the performance of the employee's duties with The City of Calgary. The basic issue of clothing is listed in Clause 403.07 (g).

403.02 The City will pay the full cost of all clothing issued. Clothing will be provided at the Corporate Clothing Centre. Clothing points will be deducted when the employee receives the issue.

403.03 All clothing issued will become the sole property of the employee at time of issue. Employees who receive an annual allotment of clothing and do not complete that years' service will be required to repay The City the cost of the clothing on a pro-rated basis. Notwithstanding the foregoing, Maintenance employees upon retirement will be allowed to retain all clothing in their possession.

403.04 No employee will have the right to grieve lack of receipt of any item listed in Clause 403.07, which the employee did not select.

403.05 New employees beginning in the first six (6) months of the year will be supplied with three items of their choice from the annual issue listed in clause 403.07 (g). Employees who begin working in the last six (6) months of the year will receive two (2) items of their choice from the annual issue. These choices will not include the optional items listed in Clause 403.07 (h).

403.06 The care of clothing will be the responsibility of the employee. Only current issue of clothing damaged by acid, welding burns or any other use and not repairable, however, will be replaced upon return and with approval of the immediate exempt Supervisor.

403.07 The following conditions apply to the clothing issue under the point system:

- a) The point system applies to employees who have obtained permanency with The City of Calgary. Absence from work in excess of one hundred and nineteen (119) calendar days will result in a corresponding reduction in the following year's points.
- b) Employees who have not obtained permanency with The City of Calgary will not be eligible for points but will continue to receive a full issue of three (3) items of clothing annually. These items will not include the optional items listed in Clause

403.07 (h).

- c) Employees may accumulate a maximum of five hundred and four (504) points. Employees may withdraw a maximum of ninety-six (96) points yearly from their banked points to receive additional yearly standard issue and/or yearly optional items.
- d) The items and frequency listed in Clause 403.07 (g) will become the basis for calculating the one hundred and twenty-six (126) total points.
- e) Point values of each item will be adjusted according to price changes, but the annual total of one hundred and twenty-six (126) points will be maintained.
- f) Regardless of items selected, employees are required to comply with acceptable appearance standards. All clothing issued must conform to the Business Unit PPE Policy.
- g) STANDARD ISSUE AND VALUE

<u>Item</u>		<u>Frequency</u>	<u>Point Value</u>	<u>Annual Allocation</u>
Coverall		Yearly	32	96
Safety Coverall	*	Yearly	32	96
Insulated Overalls	**	Every 3 years	90	30
Winter Jacket	***	Every 3 years	60	20
Summer Jacket	***	Every 3 years	40	13
			TOTAL	126

* Safety coveralls will be standard issue for Mechanic - Field Service, Assistant Roadmaster, Trackman, Track Maintainer and Track Welder Job Functions only.

** Insulated overalls will be optional issue for Assistant Roadmaster, Farebox Handlers, Farebox Fleet Attendants, Trackman, Track Maintainer, Station Cleaner, Maintenance Labourer and Senior Maintenance Labourer Job Functions only in lieu of the coveralls.

*** The Operator type winter and summer jacket will be standard issue for Maintenance Labourer, Senior Maintenance Labourer, Lead Hand Maintenance Labourer and Lead Hand Cleaner (Custodial) Job Functions only.

**** Assistant Roadmaster, Trackman, Track Maintainer and Track Welder Job Functions will receive a duck style padded hood winter parka.

h) OPTIONAL ITEMS

<u>Item</u>		<u>Frequency</u>	<u>Point Value</u>	<u>Annual Allocation</u>
Overall		Yearly	32	
Shirt or Golf shirt		Yearly	10	
T-shirt		Yearly	10	
Long Sleeve T-shirt		Yearly	10	

Hoodie	Yearly	22	
Trousers	Yearly	22	
Smock	Yearly	32	
Peaked Cap	Yearly	5	2
Quilted Vest	Yearly	27	

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

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

Female clothing for some items are available upon request.

403.08 Service Lane Attendant, Plant Maintainer, Tire Repair Person, Journeyman, Apprentices, Cleaners, Shop and Outside Maintenance will receive gloves as required.

403.09 Plant Maintainer I and II, Equipment Maintainer, Journeyman Pipefitters and Millwright, and Fleet Maintenance personnel who are permanently assigned to pumps will receive gloves as required, and one (1) pair of oil resistant shoes every six (6) months or as assigned. New employees working in this position will split the cost of such shoes on a pro-rated basis if they do not remain at the job for a six (6) month period. Fleet Maintenance personnel, Plant Maintainer I and II, Journeyman Pipefitters, Millwright and Equipment Maintainer will be issued rubber boots as required. In addition, all training personnel will receive one (1) nylon jacket every two (2) years.

403.10 The City will deliver pre-ordered clothing for Maintenance employees to their workplace. Employees, whose order is not available at the time of delivery, will be provided with their order when stock becomes available.

403.11 In the year that a Maintenance employee is scheduled to retire and provided the employee gives three (3) months advanced notice of his retirement, the employee may select a payout of one dollar (\$1.00) per unused point to a maximum of two hundred dollars (\$200.00) in lieu of receiving that year's issue of clothing. Maintenance employees must have adequate clothing to complete that years' service.

403.12 All employees required to wear safety footwear shall be entitled to a **safety footwear allowance to purchase CSA approved safety footwear in the amount of seventy-five dollars (\$75.00) every year. These payments will be processed no later than Pay Period 4 in the subsequent year.**

404 Tool Allowance

404.01 All Journeyman I/II Heavy Duty Mechanics, Journeyman I Heavy Equipment

Technician – Auxiliary Mechanics, Journeyman I/II Truck & Transport Mechanics, Journeyman I/II Automotive Mechanics, Journeyman I/II Electro Mechanics and Apprentices in their final year thereof shall receive an annual payment of five hundred and fifty dollars (\$550.00). This annual payment shall be made no later than pay period 24. Tool kits shall be subject to periodic inspection and kept up to standards prescribed by the Business Units. If a Journeyman is required to upgrade their tools as a result of moving from one location to another, they will have six (6) months to upgrade their tools as required.

404.02 All Journeyman I/II Auto Body Repairers, Journeyman I/II Auto Body Mechanics, Journeyman I/II Machinists, Journeyman I Millwright, Journeyman 1 Plumber/Gasfitter, Journeyman Pipefitters and Apprentices in their final year thereof, Plant Maintainers, Equipment Maintainers, and Fleet Maintenance Personnel designated by The City of Calgary shall receive an annual payment of four hundred and fifty dollars (\$450.00). This annual payment shall be made no later than pay period 24. Tool kits shall be subject to periodic inspection and kept up to standards prescribed by the Business Units. If a Journeyman is required to upgrade their tools as a result of moving from one location to another, they will have six (6) months to upgrade their tools as required.

404.03 Apprentices shall receive seventy-five percent (75%) of the Journeyman tool allowance.

404.04 The City of Calgary shall provide necessary tools for Welders, as designated by management.

405 Service and Seniority List

405.01 A new list, of all employees' covered under this agreement, which includes City Service, seniority, and Job Function Time, shall be posted at the beginning of each year with a copy provided to the Union Office.

406 December 24th

406.01 Maintenance employees may at the option of management be given one-half (1/2) day with pay on the twenty-fourth (24th) of December. Those employees required to work more than one-half (1/2) of a regular shift on the twenty-fourth (24th) of December shall receive an additional four (4) hours pay or time in lieu of the four (4) hours, concurrent with the provisions of Clause 117.08.

406.02 When the twenty-fourth (24th) of December occurs on the day off of an employee and such holiday is not worked by the employee, the employee shall receive four (4) hours pay or time in lieu of the four (4) hours, concurrent with the provisions of Clause 117.08.

407 Hours of Work

407.01 Maintenance employees shall commence a rearranged work schedule on the basis of alternating five (5) and four (4) day weeks while maintaining eighty (80) hours work bi-weekly. This bi-weekly schedule shall consist of the following:

Week one - Four (4) days x nine (9) hours
One (1) day x eight (8) hours

Week two - Four (4) days x nine (9) hours

Variations on this work schedule may be implemented in specific work units with mutual agreement of The City of Calgary and the Union.

407.02 Split days off may be required in order to accommodate the agreed upon schedule(s) but will be minimized whenever practicable.

When a permanent employee arrives at a new Work Area and enters an established position where days off are not consecutive, the employee shall be given preference in the selection of their scheduled day off based on their Job Function Time.

The posting of temporary assignments shall include the least preferred scheduled day off. Unless there is an operational requirement, management shall make a reasonable effort not to change that scheduled day off once the employee commences the temporary assignment.

Should it become necessary to change scheduled days off for the Work Area, employees will have the opportunity to reselect their scheduled day off based on their Job Function Time.

For the purposes of this clause, scheduled day off shall mean the third day off of the four (4) day week of the rearranged work schedule, for Business Units operating under Clause 407.01.

407.03 For vacation purposes, a week shall be defined as Monday through Sunday, and will be on the basis of eighty (80) hours pay bi-weekly.

408 Breaks

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

409 Overtime

409.01 Overtime shall be after nine (9) hours' work per day, with the exception of the one eight (8) hour day in each two (2) week period.

409.02 Double time (x2) shall be paid for all overtime. Employees receiving overtime shall receive no other premium or differential for same hours. A minimum of one-half (1/2) hour overtime shall be guaranteed where overtime is worked.

409.03 Over each 12 month period commencing the first pay period in January, overtime will be distributed as equally as possible among the members within the Working Title, Work Location and Shift. Offers of overtime will be rotated among members, starting with the most senior employee and continuing in descending order as per the current policy.

If insufficient employees volunteer for the assignment, management will direct the overtime to the other qualified employees within the location. If insufficient employees volunteer for the assignment, management may direct the employee with the least seniority on that shift and in that location to work, or offer the overtime, first to employees on other shifts in that location, or, second, to employees at other locations.

409.04 Where an employee is called in for work by management and it does not immediately precede or follow the employee's regular hours of work, the employee shall receive a minimum of two (2) hours at double time (x2).

409.05 When employees are required to work two (2) or more hours in excess of their regularly scheduled hours, they shall be entitled to a twenty (20) minute break at regular rates.

409.06 Time off may be taken in lieu of overtime pay at the mutual convenience between the employee and management. In the event agreement is not reached sub-clause (d) shall apply.

In addition, such lieu time shall be granted subject to the needs of the operations and provided the following conditions have been met:

- a) Intent to take time off in lieu of overtime pay must be stated at the time the overtime is actually worked;
- b) In taking of lieu time, the employee shall be required to take full shifts off or may be permitted by management to take part shifts off and shall be paid for at the prevailing rate;
- c) The total number of hours in an employee's overtime bank is not to exceed forty (40) (i.e. 80 straight time hours);
- d) Any overtime accumulated up to and including Pay Period 24 must be submitted to the supervisor for scheduling prior to November 25th and taken before year-end, or shall be paid out;
- e) Any overtime accumulated subsequent to Pay Period 24 can be deferred to the following year, subject to the maximums as outlined in c) above.

Those hours worked on Statutory Holidays as part of an employee's regularly scheduled hours of work cannot be banked under this provision.

410 Shift Differential

410.01 Effective 2010 February 15, all employees engaged for more than two (2) consecutive shifts on a straight shift, the major portion of which occurs between 3:00 p.m. and 12:00 midnight, shall receive ninety cents (\$0.90) per hour extra. Effective 2011 January 3 all employees engaged for more than two (2) consecutive shifts on a straight shift, the major portion of which occurs between 3:00 p.m. and 12:00 midnight, shall receive one dollar (\$1.00) per hour extra.

Effective 2010 February 15, all employees engaged for more than two (2) consecutive shifts on a straight shift, the major portion of which occurs between 11:00 p.m. and 8:00a.m., shall receive ninety cents (\$0.90) per hour extra. Effective 2011 January 3, all employees engaged for more than two (2) consecutive shifts on a straight shift, the major portion of which occurs between 11:00 p.m. and 8:00a.m., shall receive one dollar (\$1.00) per hour extra.

This shall apply to all Maintenance employees on either shift.

411 Temporary Shift Change Notice

411.01 Changes in shift shall be of a temporary nature only.

Employees who work a regularly scheduled shift of eight (8) hours per day or less, shall be given 24 hours written notice of a shift change and eight (8) hours rest between shifts.

Employees who work a regularly scheduled shift great than eight (8) hours per day, shall be given fourteen (14) calendar days written notice of a shift change except in the following circumstances:

- a) The employee, or the union on behalf of employee(s) requests the shift change;**
- b) An accident has occurred;**
- c) Urgent work is necessary; or**
- d) Other unforeseen or unpreventable circumstances arise.**

Failure to give fourteen (14) calendar days written notice of a shift change, in circumstances not listed above, shall result in overtime being paid for any hours worked that exceed eight (8) hours in a work day that were not set out in the employee's regular work schedule, during the fourteen (14) day notice period.

Such changes shall be kept to a minimum in response to business needs.

412 Trading of Shifts

412.01 Employees in the **Maintenance area** shall be **allowed up to 30 individual work trades per calendar year** with the permission of the appropriate exempt Supervisor.

413 Vacation Preference

413.01 The parties agree that preference and choice as to when annual vacations can be taken in the Maintenance Work Area as per Clause 116.05 of the Collective Agreement shall be in accordance with the established practices which take into account factors such as the time available, Job Function, work sites, shift, and Business Unit.

414 Accommodation of Medical/Dental Appointments

414.01 A Maintenance employee can use lieu time hours earned for Statutory Holidays (as per Clause 117.08) or Christmas Eve (as per Clause 406.01) to attend to personal business such as medical or dental appointments which cannot be scheduled during their time off. Notwithstanding the requirement under Clause 117.08 that banked lieu days must be taken no later than the end of the subsequent year's vacation, Maintenance employees may retain a maximum of (9) hours in their lieu time bank at all times in order to accommodate personal appointments.

500 SECTION E - OFFICE EMPLOYEES WORKING CONDITIONS

501 Movement of Office Personnel

501.01 Newly established positions or vacancies in the establishment shall be filled in accordance with Clauses 112.01, 112.02 and 501.05, with first consideration to permanent employees in the Job Function, then permanent employees outside the Job Function in the Work Area, then non-permanent employees in the Job Function and final consideration to other employees.

501.02 Movement of permanent employees within a Job Function shall be considered on the basis of Job Function Time and on the basis of efficiency.

501.03 Movement of employees in cases other than Clause 501.02 shall be based on education, training, experience and ability. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be determined in a discriminatory manner.

The qualified senior applicant may be appointed from a posting without any interviews.

501.04 Permanent Office employees who are absent from work due to sickness or vacation at the time a vacancy or new position is posted shall be allowed to apply for such position provided such application is received not more than fourteen (14) calendar days after the closing date of the job posting. The successful candidate shall be available for work in the new position within thirty (30) calendar days.

501.05 Office Redeployment and Layoff

a) Phase 1 - Displacement From the Job Function:

1. Management identifies the specific working title, pay range, and location where a job reduction will be made (Employee A).
2. Management reviews the records of employees within the Job Function to be reduced, and identifies the employee with the least Job Function Time (Employee B). Employee A displaces the employee with the least Job Function Time (Employee B).

The process of redeploying a displaced employee from a full-time established position shall commence with a review of full-time established positions, then part-time established positions and lastly, limited term positions.

The process of redeploying a displaced employee from a part-time established position shall commence with a review of part-time established positions and then limited term positions.

b) Phase 2 - Redeployment to Vacancies Within the Same Pay Range (Provided Qualified):

3. The employee, who has the least Job Function Time (Employee B) or who has been displaced by the redeployment of another employee (Phase 3), may be redeployed to a vacant position within the same pay range. Where there is more than one vacancy within the same pay range, the employee will first be considered for redeployment within the Business Unit, and then within the bargaining unit.

c) Phase 3 - Redeployment to Lower Pay Ranges (Provided Qualified):

An employee who is displaced from a Job Function and who is ineligible for redeployment to a vacancy within the same pay range may be eligible for redeployment to a lower pay range.

The process of redeploying a displaced employee to a lower pay range will follow the steps identified below; commencing with the pay range that is immediately below the range from which the employee was displaced.

4. Employee B may be redeployed to a vacant position within the next lower pay range. Where there is more than one vacancy within the next lower pay range, the employee will first be considered for redeployment within the Business Unit, and then within the bargaining unit.
5. If Step 4 does not result in the redeployment of Employee B, management reviews the records of employees within the same Business Unit at the next lower pay range, and Employee B displaces the employee with the least seniority and junior to Employee B. Should this Step result in the redeployment of Employee B, then the process of redeploying the displaced employee will commence at Phase 2.
6. If Step 5 does not result in the redeployment of Employee B, management reviews the records of employees within the bargaining unit at the next lower pay range, and Employee B displaces the employee with the least seniority and junior to Employee B. Should this Step result in the redeployment of Employee B, then the process of redeploying the displaced employee will commence at Phase 2.
7. If Step 6 does not result in the redeployment of Employee B, then Phase 3 shall be repeated for redeployment to the next lower pay range.

d) Phase 4 - Options to Avoid Layoff (Provided Qualified):

8. A displaced employee who is ineligible for redeployment to another established position may be assigned on a temporary basis to any vacant established position in a higher pay range.

9. A temporary employee may be terminated from within the Work Area to allow for the continued employment of a permanent or probationary employee who would otherwise be laid off.
- e) When an employee is redeployed into a different Job Function, the employee's new Job Function Time will be backdated to the date that the employee first entered the Job Function from which they were displaced.

However, if an employee is redeployed to a pay grade lower than or equal to a previously held pay grade, their Job Function time will be the greater of the time served in the lower pay grade or in the position from which they were displaced.

501.06 Office Recall Rights

a) Internal Recall Rights

These rights apply to displaced employees still working within the bargaining unit at the time of recall.

Forfeiture is dependent upon the established position from which the individual has been displaced, that is full-time to full-time and part-time to part-time.

An Office Work Area employee may be internally recalled to a Job Function from which they were displaced. A displaced employee who rejects internal recall will be considered to have forfeited internal recall rights.

b) External Recall Rights

These rights apply to a laid off individual, or an employee, who at the time of recall, is working outside of the bargaining unit.

Forfeiture is dependent upon the established position from which the individual has been laid off, that is full-time to full-time and part-time to part-time.

Such individual may be externally recalled to:

- (i) their previous Job Function. An individual who rejects external recall to their previous Job Function will be considered to have forfeited external recall rights.
- (ii) a vacancy (where no internal applicants have applied or the individual is senior to the internal applicants) in the same pay range but not their previous Job Function, provided qualified. An individual who rejects external recall to this vacancy will be considered to have forfeited external recall rights to future vacancies in the same pay range but not their previous Job Function.
- (iii) a vacancy (where no internal applicants have applied or the individual is senior to the internal applicants) in a lower pay range, provided qualified. An

individual who rejects external recall to this vacancy will be considered to have forfeited external recall rights to future vacancies in any lower pay range.

- c) Should there be more than one employee with the right to be recalled to the Job Function or pay range or lower pay range, the employee who was redeployed last within the time frame outlined in Clause 112.09 (c) will have first right of recall, i.e., the last employee selected for displacement is recalled first.

502 Service and Seniority List

502.01 A current list, which includes City Service, seniority, and Job Function Time, shall be posted at the beginning of each year and forwarded to the Union office.

502.02 Call Centre Representatives (CCR) and **full-time Passenger Agents** working will utilize their seniority to select shifts during the Sign-on process.

503 Working Hours

503.01 The standard hours of work for employees shall be fourteen (14) days of seven and one-half (7 1/2) hours per day over a three (3) week period for an average of thirty-five (35) hours per week. The rearranged workweek will apply only to those employees working full time. A lunch period without pay of either one-half (1/2) or one (1) hour, at management's option, shall be provided.

503.02 Subject to the demands of the operation, wherever possible, the day off will be granted in conjunction with the employee's regular day off. Management may approve, subject to the demands of the operation, an employee's request to observe a different day off than originally scheduled by the Business Unit, provided such day off occurs within the same three (3) week period. If such request is denied and time permits, an employee may ask that the decision be reviewed by the next higher exempt Supervisor, whose decision will be final and binding.

503.03 There will be no relief pay for relieving an employee on his regular day off and/or scheduled day off arising from the rearranged workweek.

503.04 No change in classification will be considered based upon assuming extra duties as a result of the implementation of a rearranged workweek.

503.05 All employees shall be permitted a fifteen (15) minute coffee break in the first half of a shift and a **fifteen (15)** minute rest break in the second half of the shift. For the purpose of this clause, a shift shall be considered as seven and one-half (7 1/2) hours or greater.

504 Shift Differential

504.01 Effective 2010 February 15, all Office employees working a regular shift, which commences after 1200 hours, shall be paid an additional ninety cents (\$0.90) per hour. Effective 2011 January 3, all Office employees working a regular shift, which commences after 1200 hours, shall be paid an additional one dollar (\$1.00) per hour.

505 Overtime

505.01 Overtime pay for Office personnel shall be at the rate of double time (x2). Double time (x2) shall be paid for work on regular days off and emergency calls. Overtime calculations shall be based on regular list pay and shall not include shift differentials or any other pay premiums.

505.02 Time off at overtime rates may be taken in lieu of overtime at mutual convenience between the employee and management and shall be taken no later than the end of subsequent calendar year in which it was earned. Any overtime not taken by the end of the subsequent calendar year will be paid out at the subsequent year's rate, no later than Pay period 3 of the following year. For clarity, overtime earned in 2014 that remains unused at the end of 2015 will be paid out by Pay Period 3 of 2016. The payout would occur at 2015 rates.

505.03 In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible among members of the Work Area concerned.

505.04 Where an employee is called in for work by management and it does not immediately precede or follow his regular hours of work, the employee shall receive a minimum of two (2) hours at double time (x2).

505.05 When employees are required to work two (2) or more hours in excess of their regularly scheduled hours, they shall be entitled to a twenty (20) minute break at regular rates.

506 December 24th

506.01 Office employees may at the option of management be given a one-half (1/2) day with pay on the twenty-fourth (24th) of December. Those employees required to work more than one-half (1/2) of a regular shift on the twenty-fourth (24th) of December shall receive an additional one-half (1/2) day's pay or time in lieu of the four (4) hours, concurrent with the provisions of Clause 117.09.

506.02 When the twenty-fourth (24th) of December occurs on the day off of an employee and such holiday is not worked by the employee, the employee shall receive one-half (1/2) day's pay, or time in lieu of the four (4) hours concurrent with the provisions of Clause 117.09.

507 Rack Smocks

507.01 Rack Smocks for Office personnel will be supplied as required.

508 Vacation Selection

508.01 Seniority, as defined in Clause 112.06, will be used to determine the order of selection of available vacation time within each work group.

509 Accommodation of Medical/Dental Appointments

509.01 An Office employee can use lieu time hours earned for Statutory Holidays (as per Clause 117.09) or Christmas Eve (as per Clause 506.01) to attend to personal business such as medical or dental appointments which cannot be scheduled during their time off. Notwithstanding the requirement under Clause 117.09 that banked lieu days must be taken no later than the end of the subsequent year's vacation, Office employees may retain a maximum of seven and one-half (7 1/2) hours in their lieu time bank at all times in order to accommodate personal appointments.

510 Statutory Holidays

510.01 When a Statutory Holiday occurs on the day off of an employee and such holiday is not worked by the employee, the employee shall receive seven and one-half (7 1/2) hours pay or time in lieu. Such day to be mutually agreed upon between the employee and the Supervisor and shall be taken no later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates. NS 40 Office employees will be governed by the provision of Clauses 117.04 and 117.09 in the 100 SECTION.

511 Clothing

511.01 All employees required to wear safety footwear shall be entitled to a safety footwear allowance to purchase CSA approved safety footwear in the amount of seventy-five dollars (\$75.00) annually. These payments will be processed no later than Pay Period 4 in the subsequent year.

550 SECTION E - PART-TIME OFFICE EMPLOYEES WORKING CONDITIONS

All matters relative to part-time Office employees and their working conditions will be contained in this Section and those Articles of the Agreement so designated hereinafter.

100 General

101 Term of Agreement

102 Classification and Pay Plans

103 Discrimination

104 Pay Days

105 Check Off

The provisions of Articles 100, 101, 102, 103, 104 and 105 of this Agreement affect all employees covered by this Section.

106 Discipline and Dismissals

The provisions of Clauses 106.01, 106.02, 106.03, 106.05 and 106.06 of this Agreement affect all employees covered by this Section.

106.04 Any employee who has been suspended or dismissed and who is later exonerated shall be reinstated and compensated in full for all straight time and benefits lost. Earnings arising from alternate work, during the period of suspension or dismissal, will be offset against any compensation due. If applicable, Sunday premium, shift differential, built-in shift overtime and the premium for working on a Statutory Holiday will also be paid for the period of suspension or dismissal.

107 Grievances

108 Decisions of Arbitration Boards

109 Personal File

110 Termination and Lay Off

The provisions of Articles 107, 108, 109, and 110 of this Agreement affect all employees covered by this Section.

111 Permanent, Probationary, and Temporary Part-Time Employees

111.01 A part-time employee shall be one who works less than seventy (70) hours bi-weekly.

111.02 A permanent part-time employee shall be one who occupies an established part-time position and has successfully completed a probationary period in The City Service.

111.03 A probationary part-time employee shall be one who occupies an established part-time position, but has not completed a probationary period in The City Service. The probationary period for part-time employees shall be a maximum of eighteen (18) calendar months or the full-time equivalent of twelve (12) months of regular hours (1,820), whichever occurs first.

A probationary period may be extended for up to nine (9) calendar months or the full-time equivalent of six (6) months of regular hours (910), whichever occurs first, with written notification sent to the Union Office addressed to the President/Business Agent.

Management shall conduct three (3) probationary status reports during the probationary period.

111.04 A temporary part-time employee shall be one who is not a permanent part-time or a probationary part-time employee as defined above. A temporary part-time employee who successfully competes for an established part-time position shall be moved into the position as a probationary part-time employee.

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

112 Movement of Personnel

Only the provisions of Clauses 112.01, 112.02, 112.04, 112.07, 112.08, 112.09, 112.10, 112.11, 112.12, 112.13, 112.14 and 112.15 of this Agreement affect all employees covered by this Section.

112.05 A Job Function is a grouping of jobs as identified in Appendices "A" and "B". Job Function Time for a temporary part-time employee working in an on-call position shall be based upon the current unbroken cumulative straight-time hours worked in the Job Function since the latest date of hire. Job Function Time for a part-time employee occupying an established position will commence the date of appointment to an established position in the Job Function, with credit for the hours worked in the same Job Function while in a non-established position.

Relief time worked in a different Job Function will not be considered as a break in cumulative straight-time hours worked in their original Job Function.

112.06 Seniority for a temporary part-time employee working in an on-call position shall be based upon the current unbroken cumulative straight-time hours worked in the Office Work Area since the latest date of hire. Seniority for a part-time employee occupying an established position will commence the date of appointment to an established position, with credit for the hours worked while in any non-established position in the Office Work Area.

113 Re-Engagement of Former Employees

114 Loaning of Employees

115 Leave of Absence

The provisions of Articles 113, 114, and 115 of this Agreement affect all employees covered by this Section.

116 Vacations

Only the provisions of Clause 116.02 of this Agreement affect all employees covered by this Section.

116.01 Vacation entitlement for employees is as follows:

After one (1) years' service, two (2) weeks' vacation time off per year. Vacation pay during this two (2) weeks is an amount equal to four percent (4%) of the regular wages for the vacation anniversary year.

After 3 years' service three (3) weeks vacation time off per year. Vacation pay during this three (3) weeks is an amount equal to six percent (6%) of the regular wages for the vacation anniversary year.

After 12 years' service four (4) weeks' vacation time off per year. Vacation pay during this four (4) weeks is an amount equal to eight percent (8%) of the regular wages for the vacation anniversary year.

After 17 years' service, five (5) weeks' vacation time off per year. Vacation pay during this five (5) weeks is an amount equal to ten percent (10%) of the regular wages for the vacation anniversary year.

After 25 years' service, six (6) weeks' vacation time off per year. Vacation pay during this six (6) weeks is an amount equal to twelve percent (12%) of the regular wages for the vacation anniversary year.

After 30 years' service, seven (7) weeks' vacation time off per year. Vacation pay during this seven (7) weeks is an amount equal to fourteen percent (14%) of the regular wages for the vacation anniversary year.

For temporary part-time employees, vacation pay is paid out annually on their vacation base date (VBD).

116.03 Permanent part-time employees, upon being entitled to three (3) or more weeks vacation time off per year, shall be permitted to save and carry forward to a future vacation period, one (1) week of annual vacation per annum (a maximum of twenty-five (25) hours) to a maximum of four (4) weeks (one hundred (100) hours), subject to the approval of management and the needs of the operation. Such deferred vacation shall be paid at the employee's prevailing salary when taken.

116.04 If a Statutory Holiday falls within the vacation period of an employee and the holiday is one to which the employee would have been entitled to had they not been on vacation, they shall receive a holiday with pay on the first day the employee would have worked after their vacation, or by agreement with management, a lieu day with pay. Such lieu day shall be taken not later than the end of the subsequent years' vacation.

117 Statutory Holidays

Only the provisions of Clauses 117.01, 117.02 and 117.05 of this Agreement affect all employees covered by this Section.

117.06 (a) Permanent or Probationary Part-Time Employees

If a Statutory Holiday falls on a day that would have been a working day for a permanent or probationary part-time employee, and if the employee does not work, the employee shall receive their normally scheduled hours for that day.

117.06 (b) Temporary Part-Time Employees

If a Statutory Holiday falls on a day that would have been a working day for a temporary part-time employee, and if the employee does not work, the employee shall receive their average daily hours for that day of the week **calculated in accordance with the provisions of the Employment Standards Code.**

117.09 (a) Permanent or Probationary Part-Time Employees

If a Statutory Holiday falls on a day that would have been a regular day off for a permanent or probationary part-time employee, and if the employee does not work, the employee shall receive a pro-rated amount of hours in lieu based on bi-weekly hours worked compared to the normal seventy (70) hours bi-weekly.

If a Statutory Holiday falls on a day that would have been a regular day off for a permanent or probationary part-time employee, and if the employee works, the employee shall receive a pro-rated amount of hours in lieu based on bi-weekly hours worked compared to the normal seventy (70) hours bi-weekly, plus pay for double time (x2) the hourly wage for hours worked.

117.09 (b) Temporary Part-Time Employees

On call and temporary part-time employees, **shall receive** pay for the statutory holiday calculated **in accordance with the provisions of the Employment Standards Code.**

118 Sunday Work

120 Lost Articles

The provisions of Articles 118 and 120 of this Agreement affect all employees covered

by this Section.

121 Service Pay

Only the provisions of Clause 121.02 of this Agreement affect all employees covered by this Section.

121.01 Service pay shall be paid to permanent part-time employees in established positions on a pro-rated basis. To determine the pro-ration, employees will be credited with continuous service from their most recent date of hire. The pro-ration of their annual entitlements will then be based on hours worked in the year. The entitlements are as follows:

- | | |
|--|-----------------------|
| 1) After an accumulation of ten (10) years | - \$120.00 annually * |
| 2) After an accumulation of fifteen (15) years | - \$180.00 annually * |
| 3) After an accumulation of twenty (20) years | - \$240.00 annually * |
| 4) After an accumulation of twenty-five (25) years | - \$300.00 annually |

All employees eligible for this entitlement shall receive this annual payment no later than pay period 3 in the subsequent calendar year(s).

* Permanent part-time employees who have accumulated the required hours to qualify for full-time entitlements as of 2003 December 29 will receive the full entitlements or the pro-rated entitlements as per the above, whichever is greater.

122 Accident Claims

The provisions of Article 122 of this Agreement affect all employees covered by this Section.

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

Only the provisions of Clause 123.01 of this Agreement affect all employees covered by this Section.

124 Call-in to See City Doctor

The provisions of Article 124 of this Agreement affect all employees covered by this Section.

126 Pay Procedure for Employees in Established Positions Relieving in Higher Level Positions

126.01 An Office Area employee upon being assigned the major duties and responsibilities of a higher level Office Area position for a period of seven and one-half (7 1/2) hours or more in a day shall be paid the rate in the Pay Schedule of the class to

which the employee is assigned which is next higher than their present rate or five percent (5%) of the relieving employee's current hourly rate, whichever is greater.

126.04 A maximum of one (1) additional incremental pay step in the senior pay scale will be paid upon all the following conditions being met:

the permanent part-time employee concerned has relieved in the senior position for a cumulative total of seventy-five (75) hours or more, as per Clause 126.01 above, during the twelve (12) month period immediately preceding the date they are appointed to relieve; and

the period of relief work is seven and one-half (7 1/2) hours or more in a day.

126.05 Upon being appointed to the established position, an employee will receive a pay rate not less than the employee would receive under Clause 126.01. Further, the employee shall be credited with time spent in relief toward incremental steps in the established position. When appointed to the position, the employee will be required to successfully complete an assessment period from the date of their appointment.

127 Witness and Jury Duty

Only the provisions of Clauses 127.01 and 127.03 of this Agreement affect all employees covered by this Section.

127.02 (a) Permanent Part-Time Employees

If on a scheduled work day, then pay scheduled hours of work. If not, then employee keeps any fees or payment they receive for appearing as a witness or juror.

127.02 (b) Temporary Part-Time Employees

If an employee has worked at least five (5) times (i.e., the majority) on that day of the week in which the witness or jury duty occurs, in the previous nine (9) weeks preceding the witness or jury duty, then pay those hours. If not, then employee keeps any fees or payment they receive for appearing as a witness or juror.

128 Union Officers' Rights

The provisions of Article 128 of this Agreement affect all employees covered by this Section.

129 Transportation

Only the provisions of Clauses 129.02, 129.04, 129.05 and 129.06 of this Agreement affect all employees covered by this Section.

129.01 All employees upon reaching the equivalent of fifteen (15) full-time days

unbroken service and whose positions are covered under the jurisdiction of A.T.U. Local 583 shall receive Transit passes.

129.02 All non-pensionable employees, under the jurisdiction of A.T.U. Local 583 with the equivalent of fifteen (15) full-time years of service worked and who separate from City employment due to ill health shall be allowed a free Transit pass.

130 Occupational Health and Safety

131 Daylight Saving Time

132 Precedence of Clauses

The provisions of Articles 130, 131 and 132 of this Agreement affect all employees covered by this Section.

501 Movement of Office Personnel

Only the provisions of Clauses 501.01, 501.02, 501.03, 501.04, 501.05 and 501.06 of this Agreement affect all employees covered by this Section.

Note 1: Call Centre Representative, Clerk 7, is a Job Function regardless of the type of hours-worked (full-time, part-time, on-call).

502 Service and Seniority List

The provisions of Article 502 of this Agreement affect all employees covered by this Section.

503 Working Hours

Only the provisions of Clauses 503.03 and 503.04 of this Agreement affect all employees covered by this Section.

503.01 Employees occupying an established part-time position are normally scheduled to work a minimum of thirty-seven and one-half (37 1/2) hour's bi-weekly.

503.02 Preference in the matter of additional available work shall be allotted as equally as possible among employees in the work group (Job Function) provided the employee is available and can perform the requirements of the additional available work.

503.05 For all part-time employees, rest periods will be as follows based on shift duration:

Less than 3 hours:	no scheduled paid break
3.0 but less than 4.0 hours:	one (1) 10-minute paid break
4.0 but less than 5.0 hours:	one (1) 15-minute paid break

5.0 but less than 7.0 hours: one (1) **30-minute** paid break
7.0 to 7.5 hours: twenty-five (25) minutes in total for paid breaks, the Collective Agreement provides one (1) 15-minute paid break before the one-half (1/2) or one (1) hour unpaid lunch period, and one (1) 10-minute paid break after the lunch break.

504 Shift Differential

504.01 Effective 2010 February 15, all part-time employees working a regular shift of seven (7) or seven and one-half (7 1/2) hours which commences after 1200 hours shall be paid an additional ninety cents (\$0.90) per hour. Effective 2011 January 3, all part-time employees working a regular shift of seven (7) or seven and one-half (7 1/2) hours which commences after 1200 hours shall be paid an additional one dollar (\$1.00) per hour.

505 Overtime

505.01 Overtime pay for part-time employees shall be at the rate of double time (x2) for hours worked over seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week. Overtime calculations shall be based on regular list pay and shall not include shift differentials or any other pay premiums.

505.03 In the giving out of overtime to part-time employees, The City agrees that such overtime will be distributed as equally as possible among employees of the work group (Job Function).

505.05 When employees are required to work two (2) or more hours in excess of seven and one-half (7 1/2) daily hours, they shall be entitled to a twenty (20) minute break at regular rates.

507 Rack Smocks

508 Vacation Selection

601 Sickness and Non-Occupational Accident

The provisions of Articles 507, 508 and 601 of this Agreement affect all employees covered by this Section.

602 Automation and Job Security

Only the provisions of Clauses 602.01 and 602.02 of this Agreement affect all employees covered by this Section.

604 Time Off for Meetings

605 Union-Management Committee

606 Copies of the Agreement

607 Plural or Feminine Terms May Apply

608 Supplementation of Compensation

The provisions of Articles 604, 605, 606, 607 and 608 of this Agreement affect all employees covered by this Section.

PAY SCHEDULE

The quoted hourly rates are based upon full-time hours.

NOTES:

1. c. Office Work Area employees shall remain at the New Hire Rates Schedule for their pay grade until they would be eligible for a standard increment on the basis of the full-time equivalent to one (1) year (1,820 hours). At that time, the employees shall be placed at the appropriate Step and in any case no less than Step 2 of their pay grade.

Salary incremental increases will be on the basis of the full-time equivalent to one (1) year (1,820 hours) between Step 1 and Step 2, the full-time equivalent to one (1) year (1,820 hours) between Step 2 and Step 3, the full-time equivalent to six (6) months (910 hours) between Step 3 and Step 4, and the full-time equivalent to six (6) months (910 hours) between Step 4 and Step 5.

600 SECTION F - GENERAL EMPLOYEE BENEFITS

601 Sickness and Non-Occupational Accident

601.01 It shall be the responsibility of the employee to give as much notification to the employee's Supervisor as is reasonable under the circumstances, prior to absence on account of illness. The employee shall notify the employee's Supervisor on the day prior to return to work.

602 Automation and Job Security

602.01 In the event of technological change or changes resulting from work reorganization or implementation of a Light Rail Transit System, which affect the employees in the Union's jurisdiction significantly, management shall inform A.T.U. Local 583 Union representatives of such changes. The City shall consider present employees for new jobs arising out of such changes before hiring from outside.

602.02 Present employees who are offered and accept employment on a job created by such changes and who require training in order to perform the new job effectively shall be provided with such training by The City.

602.03 When the above provisions have been exhausted without success, the following shall apply with respect to technological change only: After ten (10) years of service and in addition to the normal notice before layoff, the worker shall receive two (2) weeks at one-half (1/2) of their regular list pay and an additional two (2) weeks at one-half (1/2) pay for each year served beyond ten (10) years to a maximum of twenty-six (26) weeks.

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

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

603.02 All 75-hour Accessible Transit Operators shall receive, in lieu of coffee breaks, lunch and rest periods, an amount equivalent to fifty (50) hours straight time wages computed at the applicable rates and pro-rated according to the Operator's length of service in the calendar year in which the payment is made. The timeframe used to calculate the entitlement will be pay period 22 of the previous year to pay period 21 of the current year. Payment will occur in pay period 24

603.03 All 60-hour Accessible Transit Operators shall receive, in lieu of coffee

breaks, lunch and rest periods, an amount equivalent to forty (40) hours straight time wages computed at the applicable rates and pro-rated according to the Operator's length of service in the calendar year in which the payment is made. The timeframe used to calculate the entitlement will be pay period 22 of the previous year to pay period 21 of the current year. Payment will occur in pay period 24

604 Time Off for Meetings

604.01 Up to four (4) representatives of the Union who are employees of the employer may attend the policy or dismissal grievance at the Director and General Manager level and committee meetings designated by the employer, and if held within working hours shall suffer no loss of pay.

604.02 Up to two (2) representatives of the Union who are employees of the employer may attend negotiation meetings with the employer's negotiating committee and, if held within working hours, shall suffer no loss of pay for the period of four (4) months after the parties have met to formally exchange proposals.

605 Union-Management Committee

605.01 The parties agree that there shall be a joint A.T.U. Local 583/City Liaison Committee established for purposes of facilitating matters of mutual concern. The Committee shall consist of two (2) representatives from A.T.U. Local 583 and two (2) representatives from The City, and shall meet at the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least five (5) days prior to any meetings of the Committee, each party shall deliver to the other party a notice of the matters to be discussed at the said meeting and the matters referred to in the said notices shall form the agenda for the said meeting.

605.02 The parties agree to continue to utilize Standing Committees related to workplace issues. Furthermore, the parties agree to continue utilizing the Committee established for Workplace Accommodations.

606 Copies of the Agreement

606.01 The City undertakes to arrange for the in-house printing of sufficient copies of the Collective Agreement in a booklet form on an equal cost-sharing basis with the Union. In the alternative, The City agrees to accept the full cost of printing of the booklets.

607 Plural or Feminine Terms May Apply

607.01 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.

608 Supplementation of Compensation

608.01 See Appendix "C".

700 SECTION G - COMMUNITY SHUTTLE OPERATORS WORKING CONDITIONS

It is agreed between the parties that The City of Calgary shall operate a Community Shuttle service under the following terms provided that the operating costs remain competitive within the Calgary market.

Community Shuttle services may be incorporated where there is/are:

- a) road network or community design constraints;
- b) insufficient ridership to warrant regular transit service. When ridership is greater than Community Shuttle bus capacity, the service will be converted to regular bus operation.

With the exception of service described above, where existing regular transit service will be reduced, terminated or supplemented through the introduction of Community Shuttle service; conversions to Community Shuttle service shall be limited to the following:

- (i) for the 1998 calendar year, three (3) conversions plus one and one-half percent (1 1/2%) percent of total platform hours operated in the previous calendar year;
- (ii) for the 1999 calendar year and thereafter, three (3) conversions (maximum 7,400 hours) plus one and one-half percent (1 1/2%) of total platform hours operated in the previous calendar year.

The City shall provide the Union with total platform hours operated in the previous calendar year.

Community Shuttle service in excess of that described above will be implemented by mutual agreement of the parties. Management reserves the right to implement and delete Community Shuttle services.

All matters relative to Community Shuttle Operators and their working conditions will be contained in this Section and those Articles of the Agreement so designated hereinafter.

100 General

101 Term of Agreement

102 Classification and Pay Plans

103 Discrimination

104 Pay Days

105 Check Off

The provisions of Articles 100, 101, 102, 103, 104 and 105 of this Agreement affect all employees covered by this Section.

106 Discipline and Dismissals

107 Grievances

108 Decisions of Arbitration Boards

109 Personal File

110 Termination and Lay Off

The provisions of Articles 106, 107, 108, 109 and 110 of this Agreement affect all employees covered by this Section.

111 Permanent, Probationary, and Temporary Part-Time Employees

111.01 A part-time employee shall be one who works less than seventy-five (75) hours bi-weekly.

111.02 A permanent part-time employee shall be one who occupies an established part-time position, has successfully completed a probationary period in The City Service **and who had worked 20 hours per week or more in the previous benefit qualification period.** (See clause 201.04 - 700 section for listing of qualification periods).

111.03 A permanent employee whose hours fell below 20 hours per week in the previous benefit qualification period, will be classified as a temporary part-time employee. Should the employee subsequently return to working 20 hours per week or more over the duration of a benefit qualification period, the employee will again be classified as a permanent employee without having to re-serve a probationary period.

111.04 A probationary part-time employee shall be one who **worked 20 hours per week or more in the previous benefit qualification period**, occupies an established part-time position, but has not completed a probationary period in The City Service.

The probationary period for part-time employees shall **1950 hours worked**

A probationary period may be extended for up to **975 hours** with written notification sent to the Union office addressed to the President/Business Agent.

Management **may** conduct **up to three (3)** probationary status reports **during** the probationary period.

111.05 A probationary employee whose hours fell below 20 hours per week in the previous benefit qualification period will be classified as a temporary part-time employee. Should the employee subsequently return to working 20 hours per week or more over the duration of a benefit qualification period, the employee will again be classified as a probationary employee. Regardless of whether the employee is classified as a temporary part-time employee or a probationary employee, hours will continue to accrue toward the probationary period.

111.06 A temporary part-time employee shall be one who is not a permanent part-time or a probationary part-time employee as defined above. A temporary part-time employee who is

appointed to an established part-time position shall be moved into the position as a probationary part-time employee. **For the purpose of serving a probationary period, the probationary period for temporary employees shall be 1950 hours worked. A probationary period may be extended for up to 975 hours, with written notification sent to the union office addressed to the President/Business Agent.**

Management may conduct up to three (3) probationary status reviews during the probationary period.

Part-time employees working on an on-call basis are temporary part-time employees.

112 Movement of Personnel

Only the provisions of Clauses 112.01, 112.02, 112.04, 112.11, 112.12 and 112.15 of this Agreement affect all employees covered by this Section.

112.06 Seniority for Community Shuttle Operators shall be based upon the date of last hire.

113 Re-Engagement of Former Employees

The provisions of Article 113 of this Agreement affect all employees covered by this Section.

115 Leave of Absence

The provisions of Article 115 of this Agreement affect all employees covered by this Section.

116 Vacations

116.01 Vacation entitlement for employees is as follows:

After one (1) calendar years' service, two (2) weeks' vacation time off per year. Vacation pay during these two (2) weeks is an amount equal to four percent (4%) of the regular wages for the vacation anniversary year.

After an accumulation of 3,900 hours (2 years) or five (5) calendar years' service, whichever occurs first, three (3) weeks vacation time off per year. Vacation pay during these three (3) weeks is an amount equal to six percent (6%) of the regular wages for the vacation anniversary year.

After an accumulation of 15,600 hours (8 years), four (4) weeks' vacation time off per year. Vacation pay during these four (4) weeks is an amount equal to eight percent (8%) of the regular wages for the vacation anniversary year.

Further increases to the vacation entitlement will occur once the accumulated service hours reach the equivalent of the full-time hour corresponding to the number of service years listed in the Collective Agreement.

For temporary part-time employees, vacation pay is paid out annually on their vacation base date (VBD).

117 Statutory Holidays

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

119 Class One & Two License Medicals

120 Lost Articles

121 Service Pay

122 Accident Claims

127 Witness and Jury Duty

128 Union Officers Rights

The provisions of Articles 119, 120, 122, 127 and 128 of this Agreement affect all employees covered by this Section.

129 Transportation

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

130 Occupational Health and Safety

131 Daylight Saving Time

132 Precedence of Clauses

The provisions of Articles 131 and 132 of this Agreement affect all employees covered by this Section.

201 Working Hours

201.01 Employees occupying an established position are normally scheduled to work twenty (20) hours or more per week.

201.02 Community Shuttle Operators shall only be paid for hours worked.

201.03 Community Shuttle Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. Failure to report as directed shall be considered a refusal to work.

201.04 For those employees who are occupying an established position as per Clause 201.01, these employees will be eligible for all normal benefits under the jurisdiction of the

Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to the members therein. The entitlement for these benefits will become effective and be based on the average hours worked in the period of review reflected in the following table:

Period of review to establish average hours	Effective date of Benefit Eligibility
Pay Period 25 to Pay Period 06	Pay Period 08
Pay Period 07 to Pay Period 15	Pay Period 17
Pay Period 16 to Pay Period 24	Pay Period 26

Level of Benefit coverage will be determined from the following ranges of average hours worked in the review period identified above:

Average Hours worked per week	Benefit Daily/Weekly Max
Less than 20 hours	Not eligible
20 - 23.9	4 hrs daily / 20 hr weekly max
24 - 27.9	5 hrs daily / 25 hr weekly max
28 - 32.9	6 hrs daily / 30 hr weekly max
33 or more	7 hrs daily / 35 hr weekly max

203 Training Community Shuttle Operator Trainees

203.01 Operators who have been designated as mentors by management shall be paid fifty (\$0.50) cents per hour extra when training Community Shuttle Operator Trainees

205 Community Shuttle Operator Trainees

205.01 Community Shuttle Operator Trainees shall receive payment for training time at the rate of fifty percent (50%) of the Community Shuttle Operator rate. Effective 2007 June 25, Community Shuttle Operator Trainees shall receive payment for training time at the rate of eighty-five percent (85%) of the Community Shuttle Operator rate.

212 Knowledge of Rule Book

Only the provisions of Clause 212.01 of this Agreement affect all employees covered by this Section.

214 Washrooms

214.01 The employer will make available a washroom availability list to all Operators at each sign on.

215 Bus and Coach Equipment

The provisions of Article 215 of this Agreement affect all employees covered by this Section.

216 Acting Supervisors

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

216.01 While relieving in management exempt positions, employees shall be subject to the terms and conditions of employment applicable to the management exempt group.

Article 112.12 is not applicable to employees working in the above listed positions.

216.02 Before an appointment of Relief Dispatcher, Relief Training Officer (Bus only), Relief Rail Controller, Relief Radio Controller, or Relief Recruitment Officer is made, the Union shall have the right to make representation under the present grievance procedure up to and including the Director for Calgary Transit. The Director's decision shall be final

216.03 Employees relieving in Management Exempt positions for the period longer than twenty-four (24) consecutive months shall have their ability to bid on runs and their seniority frozen for the remainder of the Management Exempt assignment.

217 Uniforms and Clothing

217.02

217.03

217.04

217.06

217.07

219 Overtime

219.01 Overtime shall be paid at the rate of one and one-half times (x1 1/2) for hours worked in excess of eight (8) hours daily.

223 Layoff and Recall

223.01 The order of layoff shall be in reverse seniority.

223.02 Upon recall, laid off Community Shuttle Operators, will be recalled in order of seniority to the position they left at the time of layoff.

312 Duplicated Work

312.01 Where signed work is inadvertently assigned to a spare Operator, the work shall be performed by the signed Operator. The spare Operator shall be assigned work of equal pay hours.

312.02 Where two (2) spare Operators are assigned to the same work, the work shall be performed by the senior Operator. The junior Operator shall be assigned work of equal pay hours.

312.03 In no instance shall pay for replacement work be less than for the originally assigned work and finishing time(s) will be comparable.

800 SECTION H – ACCESSIBLE TRANSIT OPERATORS WORKING CONDITIONS

It is agreed between the parties that The City of Calgary shall operate an Accessible Transit service under the following terms, provided that the operation is sustainable and offers a quality service in a cost effective and efficient manner for the Calgary market.

All matters relative to Accessible Transit Operators and their working conditions will be contained in this Section and those Articles of the Agreement so designated hereinafter.

The following provisions are specific to all Accessible Transit Operators:

- 100 General
- 101 Term of Agreement
- 102 Classification and Pay Plans
- 103 Discrimination
- 104 Pay Days
- 105 Check Off
- 106 Discipline and Dismissals
- 107 Grievances
- 108 Decisions of Arbitration Boards
- 109 Personal File
- 110 Termination and Lay Off
- 111 Permanent, Probationary, and Temporary Employees
- 112 Movement of Personnel
- 113 Re-engagement of Former Employees
- 114 Loaning of Employees
- 115 Leave of Absence

The provisions of Articles 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 of this Agreement affect all employees covered by this Section.

116.06 Vacations

117 Statutory Holidays

The Statutory holidays set out in Article 117.01 shall apply to all Accessible Transit Operators.

119.01 Class Four License & Medicals

The City will make available medical examinations for Class Four Licences for employees as required by provincial statute or as required by The City of Calgary. If the employee chooses to apply for a medical examination with The City's Consulting Physician and the medical examination cannot be provided by The City fourteen (14) calendar days prior to the expiration date of the licence, the employee is to contact their respective Supervisor to apprise of same. The employee will then be required to apply for the medical examination with their own personal physician prior to the expiration date of the licence for which The City will assume the

costs up to a maximum of sixty dollars (\$60.00) for such annual medicals. This will be remitted to the employee upon presentation of a paid certificate.

120 Lost Articles

122 Accident Claims

123 Call-in for complaints, Non-Chargeable Road accidents, etc.

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

127 Witness and Jury Duty

128 Union Officers Rights

The provisions of Articles 120, 122, 123, 124, 127 and 128 of this Agreement affect all employees covered by this Section.

129 Transportation

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

130 Occupational Health and Safety

131 Daylight Savings Time

The provisions of Articles 130 and 131 of this Agreement affect all employees covered by this Section.

132 Precedence of Clauses

132.01 Where a clause in Section A (numbered in 100 series) of this Agreement directly conflicts with a similar clause in Section B (200 and 250 series), Section C (300 series), Section D (400 series), Section E (500 and 550 series), Section G (700 series), or Section H (800 series) the clause in Section B, C, D, E, G or H shall govern.

203 Training Accessible Transit Operator Trainees

203.01 Operators who have been designated as mentors by management shall be paid fifty (\$0.50) cents per hour extra when Training Accessible Transit Operator Trainees.

212 Knowledge of Rule book

214 Washrooms

215 Bus and Coach Equipment

223 Layoff and Recall

223.01 The order of layoff shall be in reverse seniority

223.02 Upon recall, laid off Accessible Services Operators, will be recalled in order of seniority to the position they left at the time of layoff.

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

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

116 Vacations

116.01

116.02

116.03

116.04

116.05

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

The restricted vacation periods are as follows:

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

117 Statutory Holidays

The provisions of Article 117 of this Agreement affect all 75-hour (Regular) Accessible Transit Operators.

129 Transportation

129.02

129.03

129.04

129.05

129.06

The provisions of Clauses 129.02, 129.03, 129.04, 129.05, and 129.06 of this Agreement affect the 75-hour (Regular) Accessible Transit Operators.

201 Working Hours

201.01

201.02

201.03 - Regular runs

201.04

201.05 All time shall be computed from the time ordered to report at Garage.

201.06

201.07 To meet customer demand and ensure effective use of resources, the following flexibility on work will apply:

Run changes will be posted no later than 20:30 the day before.

- A) Runs: The start time of a run can slide earlier or later (+/-) by up to **thirty (30)** minutes and the end of day finish time of a run by up to thirty (30) minutes later.

Where the schedule allows for it, the end of day finish time may be adjusted earlier to allow the run to be completed within the normal daily guarantee. Where this is not possible, the normal overtime rules will apply.

- B) Block: The start and/or finish times on an individual block can slide earlier or later by up to 60 minutes except at the end of the day, where the block can slide up to 30 minutes from the scheduled finish time.

Where the schedule allows for it, the end of day finish time may be adjusted earlier to allow the block to be completed within the normal total scheduled time.

202 Travel Time

The provisions of Clauses 202.01, 202.02, 202.03, 202.04, 202.05, 202.06, 202.07 of this Agreement affect the 75-hour (Regular) Accessible Transit Operators.

203 Training Transit Operator Trainees

203.01

205 Transit Operator Trainee Pay

205.01 Accessible Transit Operator Trainees shall receive payment for training time at the rate of eighty-five percent (85%) of the Accessible Transit Operator Step 1 rate (without service pay) based on a thirty-seven and one-half (37 1/2) hour week.

206 Sign-up

206.01 A new sign-up sheet shall be posted every three (3) months and shall include all runs. A committee shall be appointed by the Union to monitor the results of each new Sign-up sheet. The City shall bear the cost of one (1) member of the monitor committee.

206.02 The number of 75-hour runs and spare board operator positions will equal the 75-hour operator compliment. Once all spare operator positions are selected the remaining 75-hour operators must select a run.

207 Sign-up According to Seniority

207.01 Operators shall have the right to select their runs in order of seniority of service, and for this purpose a revised seniority list shall be available at each new Sign-up. The process for run selection will be set out in the applicable Letter of Understanding.

207.02

New Sign-up process to be developed with the introduction of new technology.

208 Failure to report for Sign-up

Failure to report for Sign-up will result in a choice being made for him by the Schedule Supervisor or designated person. The City agrees to pay the full cost of one (1) Union Representative who shall be available to assist Operators in the Sign-up.

209 Straights

209.01 During the term of this Agreement, at each shift sign-on the Employer shall ensure that at least twenty percent (20%) of the total of all regular shifts are straights.

209.02 At least fifty percent (50%) of the straights will have Saturday and Sunday as days off.

210 Spread Time

213 Failure to Report for Duty

213.01 Accessible Transit Operators failing to report for duty at the scheduled time must notify the Access Calgary Duty Dispatcher by telephone. If ordered by the Dispatcher to report at a later time by telephone, one-half (1/2) hours shall be paid for all such required reports. Spread time shall be computed from the time of the first ordered call-in.

If ordered by Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report as directed shall be considered a refusal to work.

213.02 Accessible Transit Operators on sick leave shall, when returning to duty, notify the Access Calgary Dispatch Office not later than 3:00 p.m. on the preceding day. The employee shall then be allotted the employee's run for the following working day.

216 Acting Supervisors

217 Uniforms and Clothing

The provisions of Clauses 217.01, 217.02, 217.03, 217.04, 217.05, 217.06, 217.07 and 217.08

of this Agreement affect the 75-hour (Regular) Accessible Transit Operators.

218 Vacation Scheduling

218.01 Regular Accessible Transit Operators are required to select vacation from available vacation spots once each year. The vacation sign-on will occur in conjunction with the Spring shift sign-on.

218.02 Vacations shall be scheduled to maintain Accessible Transit Operator strength equivalent to operational needs.

218.03 Access Calgary will develop vacation scheduling that is similar to, but not necessarily the same as, the process for conventional bus operations.

219 Overtime

220 Banking Scheduled Overtime

221 December 24th

222 Accommodation of Medical/Dental Appointments

223 Layoff and Recall

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

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

116 Vacations

116.01

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

116.02

116.04

116.05

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

The restricted vacation periods are as follows:

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

117 Statutory Holidays

The provisions of Article 117 of this Agreement affect all Spare Accessible Transit Operators.

129 Transportation

129.01

129.02

129.03

129.04

129.05

129.06

The provisions of Clauses 129.01, 129.02, 129.03, 129.04, 129.05, and 129.06 of this Agreement affect the 60-Hour and 75-Hour (Spare) Accessible Transit Operators.

216 Acting Supervisors

217 Uniforms and Clothing

218 Vacation Scheduling

219 Overtime

221 December 24th

222 Accommodation of Medical/Dental Appointments

223 Layoff and Recall

301 Working Hours

301.01

302.02

301.03

When assigned a run for the day, an Accessible Transit **Spare** Operator shall be treated as a signed up Operator, and will be paid for hours worked at the appropriate rate, **inclusive** of any run guarantees.

Vacation is based on actual hours worked or sixty (60) hours bi-weekly, whichever is greater at appropriate rate. Statutory Holiday pay shall be six (6) hours, however, if assigned a run and works the day before and the day after, an Operator on a Sixty (60) hour bi-weekly guarantee shall receive seven and one-half (7 1/2) hours for the Statutory Holiday.

302 Failure to Report

302.01 Where an Accessible Transit Spare Operator fails to report for work or refuses any work offered, the two (2) week guarantee shall be reduced by the difference between the actual hours worked and the straight time hours which would have been worked had the Operator not failed to report for duty. The Operator will be placed at the bottom of the list of spare Operators for the day.

302.02 Operators failing to report for duty at the scheduled time must notify the Access Calgary Duty Dispatcher by telephone. If ordered by the Dispatcher to report at a later time by telephone, one-half (1/2) hour shall be paid for all such required reports. Spread time shall be computed from the time of the first ordered call-in.

If ordered by Access Calgary Dispatch to work or to appear for work, the Operator shall be guaranteed a minimum of five (5) hours pay for the day if work begins prior to 0800 hours or three (3) hours pay if reporting after 0800 hours.

Failure to report as directed shall be considered a refusal to work.

305 Overtime

Only the provisions of 305.01, 305.02, 305.05 affect all Accessible Transit Spare Operators

306 Days Off

Only the provisions of 306.01 affect all Accessible Transit Spare Operators

307 Regular Runs up to One Week

307.01

307.02

307.03 **When** a run becomes vacant by sickness, leave of absence, discharge, resignation or other causes for one (1) week or more, management will fill the run from applicants from the list of **75 and 60 hour** spare Operators, **with the exception of any weeks that include a statutory holiday within it and provided that the combined pool of spare Operators is not depleted lower than 70%.** The successful spare Operator shall work that run until the regular Operator returns or until the next Sign-up.

307.04

308 Hours of Rest

309 Report Time Allowance

310 Size of Spare List

312 Duplicated Work

The provisions of 307.01, 307.02, 307.04, 308, 309, 310, and 312 of this Agreement affect all Spare Accessible Transit Operators.

875 SECTION H - Casual (Temporary) Accessible Transit Operators

The following provisions are specific to Casual (Temporary) Accessible Transit Operators:

116 Vacations

116.01

All casual (temporary) casual Accessible Transit Operators covered by this Agreement in Section 800 shall have their vacation pay out annually on their vacation base date (VBD). Vacation pay shall be as per Employment Standards. Such operators are also entitled to unpaid time off as per Employment Standards.

116.02

117 Statutory Holidays

117.01

117.02 Payment for Statutory Holidays for casual Accessible Transit Operators shall be in accordance with the provisions of the Employment Standards Code.

129 Transportation

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

201 Working Hours

201.01 Working Hours for Accessible Transit Casual Operators occupying an established position are normally scheduled to work up to forty-eight (48) hours bi-weekly.

201.02 Accessible Transit Casual Operators shall only be paid for hours worked.

201.03 Accessible Transit Casual Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. Failure to report as directed shall be considered a refusal to work.

201.04 Postings for Accessible Transit Casual Operators will set out the expected availability requirements, including weekend work.

201.05 The eligibility and entitlement for Municipal Employees Benefits Association of Calgary (MEBAC) benefits will become effective and be based on the average hours worked in the period of review reflected in the following table:

Period of review to establish average hours	Effective date of Benefit Eligibility
Pay Period 25 to Pay Period 06	Pay Period 08
Pay Period 07 to Pay Period 15	Pay Period 17
Pay Period 16 to Pay Period 24	Pay Period 26

Level of Benefit coverage will be determined from the following ranges of average hours worked in the review period identified above:

Average Hours worked per week	Benefits Daily/Weekly Max
Less than 20 hours	Not eligible
20 - 23.9	4 hrs daily / 20 hr weekly max
24 - 27.9	5 hrs daily / 25 hr weekly max
28 or more	6 hrs daily / 30 hr weekly max

202 Travel Time

205 Accessible Transit Operator Trainees

205.01 Accessible Transit Casual Operator Trainees shall receive payment for training time at the rate of eighty-five percent (85%) of the Step 1 Accessible Transit Operator rate.

217 Uniforms

All clauses of Section B 217 apply to Accessible Transit Casual Operators, with the exception of the 217.07 g. Clothing Issue and Value. The following chart will apply to Accessible Transit Casual Operators:

Item	Casual	Frequency
Ball Cap or Turban	1	Yearly
Toque	1	As required
Winter Hat	1	Yearly
Trouser – Pleat or Trouser – West or Shorts	2	Yearly
Shirt	*	Yearly
Golf Shirt	*	Yearly
Socks (pairs)	4	Yearly
Winter Jacket	1	Every 3 years
Summer Jacket	1	Every 3 years
Slip Resistant footwear***	1	Yearly
Quilted Vest	1	Yearly
Gloves	2	Yearly
Winter Gloves	1	Yearly
Sweater or Sleeveless Sweater	1	Yearly
Ties**	1	Yearly

* The combined Total for the shirts is a maximum of five (5) per year

** The wearing of ties is not compulsory, although they are part of the clothing issue.

*** An Operator may choose to upgrade the type of standard slip resistant footwear the Operator wishes to purchase at the Operator's own expense.

In addition to Clause 217.07 (a), Operators who have banked clothing points may use up to a maximum of sixty (60) banked points per year to select additional items with a new set of maximums not exceeding those listed above.

Where an Operator requests more items than designated as the clothing issue, management may require the Operator to provide an acceptable explanation for the need for the additional issue.

Female clothing for some items are available upon request.

All clothing issued must conform to the Business Unit PPE Policy.

219 Overtime

219.01 Accessible Transit Casual Operators shall be paid at the rate of one and one-half times (x1 1/2) for hours worked in excess of eight (8) hours daily or after forty (40) hours in a week.

308 Hours of Rest

Signed this 10 day of December, 2019 in The City of Calgary

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY

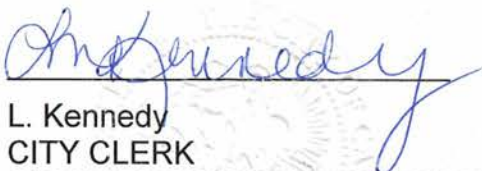


D. Duckworth
CITY MANAGER

SIGNED ON BEHALF OF THE
AMALGAMATED TRANSIT UNION,
LOCAL 583



R. Ratcliff
PRESIDENT/ BUSINESS AGENT



L. Kennedy
CITY CLERK
OPERATIONS/ASSISTANT BUSINESS AGENT



N. McKinnon
EXECUTIVE VICE-PRESIDENT



Z. Vira
FINANCIAL SECRETARY-TREASURER

APPROVED	
As to Content	MAV
Human Resources	Y
As To Form	PA
Solicitors	



B. Johnson
RECORDING SECRETARY -
MAINTENANCE/OFFICE REP

PAY SCHEDULE

Operations Work Area

Title		Jan 6/2018	Dec 24/2018	Dec 23/2019
02361 - Transit Operator	Step 1	28.78	28.78	29.21
	Step 2	32.37	32.37	32.86
	Step 3	35.97	35.97	36.51
02359 - Transit Operator 60 hour guarantee	Step 1	28.78	28.78	29.21
	Step 2	32.37	32.37	32.86
	Step 3	35.97	35.97	36.51
02356 - Transit Operator Trainee		26.98	26.98	27.38
02378 - Community Shuttle Operator		24.89	24.89	25.26
02379 - CS Operator Trainee		21.16	21.16	21.47
NEW - Accessible Operator	Step 1	27.13	27.13	27.54
	Step 2	28.29	28.29	28.71
	Step 3	29.69	29.69	30.14
NEW – Accessible Operator – Casual	Step 1	27.13	27.13	27.54
	Step 2	28.29	28.29	28.71
	Step 3	29.69	29.69	30.14
NEW - Accessible Operator – Trainee *		23.06	23.06	23.41

- Accessible Operator Trainee rate is 85% of the Step 1 rate



Maintenance Work Area

Title		Jan 6/2018	Dec 24/2018	Dec 23/2019
03205 - Apprentice (Auto Body Technician) *				
Commencement of Period 1		29.17	29.17	29.60
After 6 months in Period 1		30.51	30.51	30.96
Commencement of Period 2		31.86	31.86	32.33
After 6 months in Period 2		33.65	33.65	34.16
Commencement of Period 3		35.90	35.90	36.43
After 6 months in Period 3		37.69	37.69	38.25
Commencement of Period 4		40.38	40.38	40.99
After 6 months in Period 4		42.63	42.63	43.26
03215 - Apprentice (Automotive Service Technician) *				
03223 - Apprentice Machinist *				
Commencement of Period 1		29.17	29.17	29.60
After 6 months in Period 1		30.51	30.51	30.96
Commencement of Period 2		31.86	31.86	32.33
After 6 months in Period 2		33.65	33.65	34.16
Commencement of Period 3		35.90	35.90	36.43
After 6 months in Period 3		37.69	37.69	38.25
Commencement of Period 4		40.38	40.38	40.99
After 6 months in Period 4		42.63	42.63	43.26
03234 - Apprentice Electro-Mechanic (LRT) *				
Commencement of Period 1		31.21	31.21	31.67
After 6 months in Period 1		32.65	32.65	33.14
Commencement of Period 2		34.09	34.09	34.60
After 6 months in Period 2		36.01	36.01	36.55
Commencement of Period 3		38.41	38.41	38.98
After 6 months in Period 3		40.33	40.33	40.93
Commencement of Period 4		43.21	43.21	43.86
After 6 months in Period 4		45.61	45.61	46.29
03214 - Apprentice (Heavy Equipment Technician) (HET) *				
Commencement of Period 1		29.17	29.17	29.60
After 6 months in Period 1		30.51	30.51	30.96
Commencement of Period 2		31.86	31.86	32.33
After 6 months in Period 2		33.65	33.65	34.16
Commencement of Period 3		35.90	35.90	36.43
After 6 months in Period 3		37.69	37.69	38.25
Commencement of Period 4		40.38	40.38	40.99
After 6 months in Period 4		42.63	42.63	43.26

03230 - Apprentice Welder *				
Commencement of Period 1		31.86	31.86	32.33
After 6 months in Period 1		33.65	33.65	34.16
Commencement of Period 2		35.90	35.90	36.43
After 6 months in Period 2		37.69	37.69	38.25
Commencement of Period 3		40.38	40.38	40.99
After 6 months in Period 3		42.63	42.63	43.26
03351 - Apprentice (Truck & Transport Technician) *				
Commencement of Period 1		31.86	31.86	32.33
After 6 months in Period 1		33.65	33.65	34.16
Commencement of Period 2		35.90	35.90	36.43
After 6 months in Period 2		37.69	37.69	38.25
Commencement of Period 3		40.38	40.38	40.99
After 6 months in Period 3		42.63	42.63	43.26
03211 - Apprentice (Parts Technician)				
Commencement of Period 1		30.27	30.27	30.71
After 6 months in Period 1		31.97	31.97	32.45
Commencement of Period 2		34.10	34.10	34.61
After 6 months in Period 2		35.81	35.81	36.34
Commencement of Period 3		38.37	38.37	38.93
After 6 months in Period 3		40.50	40.50	41.10
03352 - Journeyman I (Auto Body Technician) *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03367 - Journeyman 1 (Automotive Service Technician) *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03377 - Journeyman 1 (Automotive Service Technician) Field Service	Step 1	40.33	40.33	40.93
	Step 2	42.72	42.72	43.36
	Step 3	45.12	45.12	45.79
03413 - Journeyman I Electro Mechanic LRT *	Step 1	42.89	42.89	43.53
	Step 2	45.44	45.44	46.12
	Step 3	48.01	48.01	48.73
03376 - Journeyman 1 (Heavy Equipment Technician) HET*	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03378 - Journeyman 1 (Heavy Equipment Technician – Auxiliary Technician) *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03349 - Journeyman 1 (Truck & Transport Technician) *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03417 - Journeyman I Machinist *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54

03398 - Journeyman I Millwright *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03423 - Journeyman I Painter	Step 1	36.46	36.46	37.01
	Step 2	38.62	38.62	39.20
	Step 3	40.81	40.81	41.42
03498 - Journeyman 1 (Parts Technician)	Step 1	38.08	38.08	38.65
	Step 2	40.35	40.35	40.95
	Step 3	42.63	42.63	43.26
03368 - Journeyman I Pipefitter *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03360 - Journeyman I Plumber/Gasfitter *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03402 - Journeyman I Welder *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03356 - Journeyman II (Auto Body Technician) *	Step 1	42.08	42.08	42.71
	Step 2	44.59	44.59	45.27
	Step 3	47.11	47.11	47.82
03366 - Journeyman II (Automotive Service Technician) *	Step 1	42.08	42.08	42.71
	Step 2	44.59	44.59	45.27
	Step 3	47.11	47.11	47.82
03411 - Journeyman II Electro Mechanic LRT *	Step 1	45.03	45.03	45.71
	Step 2	47.71	47.71	48.44
	Step 3	50.41	50.41	51.17
03371 - Journeyman II (Heavy Equipment Technician) (HET) *	Step 1	42.08	42.08	42.71
	Step 2	44.59	44.59	45.27
	Step 3	47.11	47.11	47.82
03350 - Journeyman II (Truck & Transport Technician) *	Step 1	42.08	42.08	42.71
	Step 2	44.59	44.59	45.27
	Step 3	47.11	47.11	47.82
03418 - Journeyman II Machinist *	Step 1	42.08	42.08	42.71
	Step 2	44.59	44.59	45.27
	Step 3	47.11	47.11	47.82
03422 - Journeyman II Painter	Step 1	38.28	38.28	38.86
	Step 2	40.55	40.55	41.16
	Step 3	42.85	42.85	43.49
03497 - Journeyman II (Parts Technician)	Step 1	41.13	41.13	41.74
	Step 2	43.58	43.58	44.23
	Step 3	46.04	46.04	46.72
Maintenance Support Services Level 1	Step 1	26.09	26.09	26.48
	Step 2	27.63	27.63	28.04
	Step 3	29.22	29.22	29.66

Maintenance Support Services Level 2	Step 1	27.13	27.13	27.54
	Step 2	28.77	28.77	29.20
	Step 3	30.37	30.37	30.83
Maintenance Support Services Level 3	Step 1	28.12	28.12	28.54
	Step 2	29.81	29.81	30.26
	Step 3	31.50	31.50	31.97
Maintenance Support Services Level 4	Step 1	29.15	29.15	29.59
	Step 2	30.95	30.95	31.41
	Step 3	32.62	32.62	33.11
Maintenance Support Services Level 5	Step 1	30.13	30.13	30.58
	Step 2	31.99	31.99	32.47
	Step 3	33.74	33.74	34.25
Maintenance Support Services Level 6	Step 1	31.17	31.17	31.64
	Step 2	33.04	33.04	33.54
	Step 3	34.95	34.95	35.47
Maintenance Support Services Level 7	Step 1	32.19	32.19	32.67
	Step 2	34.11	34.11	34.62
	Step 3	36.07	36.07	36.61
Maintenance Support Services Level 8	Step 1	33.22	33.22	33.72
	Step 2	35.17	35.17	35.70
	Step 3	37.17	37.17	37.73
02410 - Equipment Maintainer	Step 1	34.58	34.58	35.10
	Step 2	36.66	36.66	37.21
	Step 3	38.76	38.76	39.34
02690 - Plant Maintainer I	Step 1	34.58	34.58	35.10
	Step 2	36.66	36.66	37.21
	Step 3	38.76	38.76	39.34
02665 - Plant Maintainer II	Step 1	36.31	36.31	36.86
	Step 2	38.49	38.49	39.07
	Step 3	40.70	40.70	41.31
03414 - Trainee Electro Mechanic *	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54
03631 – Technical Assistant	Step 1	40.08	40.08	40.68
	Step 2	42.47	42.47	43.11
	Step 3	44.87	44.87	45.54

- * Effective 2007 January 8, these specific classifications have received a market adjustment of 10% (where applicable) and the corresponding pay notes and apprentice percentages are applied thereafter and are incorporated into the 2007 June 25 rates of pay.

Office Work Area
January 6, 2018

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	47.85	52.64	55.24	58.02	60.90	63.97
14	45.57	50.12	52.64	55.24	58.02	60.94
13	43.41	47.75	50.12	52.64	55.24	58.02
12	41.33	45.46	47.75	50.12	52.64	55.24
11	39.35	43.28	45.46	47.74	50.12	52.64
10	37.49	41.26	43.28	45.44	47.74	50.11
9	35.35	38.89	40.86	42.86	45.07	47.29
8	33.23	36.52	38.38	40.28	42.30	44.40
7	31.17	34.31	36.02	37.79	39.71	41.68
6	29.27	32.19	33.80	35.50	37.25	39.15
5	27.50	30.22	31.75	33.33	35.01	36.76
4	25.31	27.87	29.26	30.71	32.26	33.87
3	23.34	25.67	26.97	28.31	29.74	31.22
2	21.61	23.78	24.97	26.24	27.55	28.91
1	19.93	21.91	23.03	24.16	25.37	26.68

Office Work Area
December 24, 2018

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	47.85	52.64	55.24	58.02	60.90	63.97
14	45.57	50.12	52.64	55.24	58.02	60.94
13	43.41	47.75	50.12	52.64	55.24	58.02
12	41.33	45.46	47.75	50.12	52.64	55.24
11	39.35	43.28	45.46	47.74	50.12	52.64
10	37.49	41.26	43.28	45.44	47.74	50.11
9	35.35	38.89	40.86	42.86	45.07	47.29
8	33.23	36.52	38.38	40.28	42.30	44.40
7	31.17	34.31	36.02	37.79	39.71	41.68
6	29.27	32.19	33.80	35.50	37.25	39.15
5	27.50	30.22	31.75	33.33	35.01	36.76
4	25.31	27.87	29.26	30.71	32.26	33.87
3	23.34	25.67	26.97	28.31	29.74	31.22
2	21.61	23.78	24.97	26.24	27.55	28.91
1	19.93	21.91	23.03	24.16	25.37	26.68

Office Work Area
December 23, 2019

Pay Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
15	48.57	53.43	56.07	58.89	61.3	64.93
14	46.25	50.87	53.43	56.07	58.89	61.85
13	44.06	50.87	53.43	56.07	58.89	61.85
12	41.95	46.14	48.47	50.87	53.43	56.07
11	39.94	43.93	46.14	48.46	50.87	53.43
10	38.05	41.88	43.93	46.12	48.46	50.86
9	35.88	39.47	41.47	43.50	45.75	48.00
8	33.73	37.07	38.96	40.88	42.93	45.07
7	31.64	34.82	36.56	38.36	40.31	42.31
6	29.71	32.67	34.31	36.03	37.81	39.74
5	27.91	30.67	32.23	33.83	35.54	37.31
4	25.69	28.29	29.7	31.17	32.74	34.38
3	23.69	26.06	27.37	28.73	30.19	31.69
2	21.93	24.14	25.34	26.63	27.96	29.34
1	20.23	22.24	23.38	24.52	25.75	27.08

NOTES:

1. a. Operations - wage incremental increases (after training) will occur following completion of each 1950 regular hours of work.
- b. Maintenance - wage incremental increases will occur following completion of each 2080 regular hours of work.
- c. Office Work Area employees shall remain at the New Hire Rates Schedule for their pay grade until they would be eligible for a standard increment on the basis of the full-time equivalent to one (1) year (1820 hours). At the time, the employees shall be placed at the appropriate Step and in any case no less than Step 2 of their pay grade.

Salary incremental increases will be on the basis of the full-time equivalent to one (1) year (1820 hours) between Step 1 and Step 2, the full-time equivalent to one (1) year (1820 hours) between Step 2 and Step 3, the full-time equivalent of six (6) months (910 hours) between Step 3 and Step 4, and the full-time equivalent to six (6) months (910 hours) between Step 4 and Step 5.
2. Journeyman 1 (Parts Technician) rate to be maintained at ninety-five percent (95%) of Journeyman I (Automotive Service Technician) rate.
3. Journeyman II (Parts Technician) rate to be maintained at eight percent (8%) above

Journeyman I (Parts Technician) rate.

4. Journeyman II rate to be maintained at five percent (5%) above Journeyman I rate.
5. Journeyman 1 (Automotive Service Technician) Field Service rate to be maintained at twenty-five cents (\$0.25) above Journeyman 1 (Automotive Service Technician) rate.
6. Plant Maintainer II rate to be maintained at five percent (5%) above Plant Maintainer I rate.
7. Journeyman I (Electro Mechanic) rate to be maintained at seven percent (7%) above Journeyman 1 (Automotive Service Technician) rate. Journeyman II (Electro Mechanic) rate to be maintained at five percent (5%) above Journeyman I (Electro Mechanic) rate.
8. Pay ranges in this schedule do not reflect actual rates for specific jobs. Actual pay rates for positions may be determined by referring to appropriate working titles which are established and assigned in accordance with Article 102.
9. Office, Shop, and Station Cleaners hired after 1990 February 22 shall be paid at Maintenance Support Services Level 1 until the completion of 4,176 hours.
10. Maintenance Work Area employees upon movement to a position with a higher end rate will receive the pay rate on a step-to-step basis (e.g., Step 3 to Step 3).
11. Maintenance Work Area employees upon movement to a position with a lower end rate will receive the pay rate on a step-to-step basis.

APPENDIX "A" – MAINTENANCE WORK AREA – JOB FUNCTIONS

JOB FUNCTION	JOB CODE*	WORKING TITLE	CLASS TITLE (SAME AS WORKING TITLE IF BLANK)
1	03205	Apprentice (Auto Body Technician)	
2	03215	Apprentice (Automotive Service Technician)	
3	03234	Apprentice (Electro-Mechanic LRT)	
4	03214	Apprentice (Heavy Equipment Technician (HET)	
5	03351	Apprentice (Truck & Transport Technician)	
6	03223	Apprentice (Machinist)	
7	03211	Apprentice (Parts Technician)	
8	03230	Apprentice (Welder)	
9	01797	Assistant Road Master	MSS 8
10	01785	Auto Body Service Person	MSS 5
11	01719	<u>Cleaning Services Group</u> Garage Cleaner	MSS 3
	01774	Shop Cleaner	MSS 3
12	02410	Equipment Maintainer	
13	01768	Equipment Operator	MSS 7
14		<u>Fleet Maintenance Group</u>	
14 a)	01714	Preventative Maintenance Person	MSS 5
		Preventative Maintenance Person - FSD	MSS 5
14 b)	01792	Service Lane Attendant	MSS 3
	01782	Service Lane Dispatcher	MSS 4
	01775	Farebox Handler	MSS 4
14 c)	01713	Fleet Attendant	MSS 4
14 d)	01783	Steam Bay Attendant	MSS 4
	01792	Steam Room Attendant	MSS 5
	01793	Steam/Brake Room Attendant	MSS 5
	01770	Filter Attendant	MSS 6
15	03352	Journeyman 1 (Auto Body Technician)	
16	03367	Journeyman 1 (Automotive Service Technician)	
	03377	Journeyman 1 (Automotive Service Technician) Field Service	
17	03413	Journeyman 1 (Electro-Mechanic LRT)	
18	03376	Journeyman 1 (Heavy Equipment Technician) HET	

19	03378	Journeyman 1 (Heavy Equipment Technician – Auxiliary Technician)	
20	03349	Journeyman 1 (Truck & Transport Technician)	
21	03417	Journeyman 1 (Machinist)	
22	03398	Journeyman 1 (Millwright)	
23	03423	Journeyman 1 (Painter)	
24	03498	Journeyman 1 (Parts Technician)	
25	03368	Journeyman 1 (Pipefitter)	
26	03360	Journeyman 1 Plumber/Gasfitter	
27	03402	Journeyman 1 (Welder)	
28	03356	Journeyman II (Auto Body Technician)	
29	03366	Journeyman II (Automotive Service Technician)	
30	03411	Journeyman II (Electro-Mechanic LRT)	
31	03371	Journeyman II (Heavy Equipment Technician) (HET)	
32	03350	Journeyman II (Truck & Transport Technician)	
33	03418	Journeyman II (Machinist)	
34	03422	Journeyman II (Painter)	
35	03497	Journeyman II (Parts Technician)	
36	01787	Lead Hand Labourer/Custodian	MSS 5
37	01788	Lead Hand Fleet Attendant	MSS 5
38	01765	Lead Hand Preventative Maintenance Person - LRV	MSS 7
39	01772	Lead Hand Fleet Services LRV	MSS 8
40	01716	Lead Hand Maintenance Labourer	MSS 7
41	01769	Lead Hand Preventative Maintenance Person	MSS 6
42	01779	Lead Hand Service Lane Attendant	MSS 5
43	01794	Lead Hand Service Lane Attendant – LRV	MSS 6
44	01796	Lead Hand Tire Repair Person	MSS 8
		<u>LRV Maintenance Group</u>	
45 a)	01880	Senior LRV- PMP Wheel Truing Attendant	MSS 8
45 b)	01795	Preventative Maintenance Person – LRV	MSS 6
45 c)	01781	Service lane Attendant-LRV	MSS 4
46	01695	Mail Courier	MSS 4
		<u>Outside Maintenance Group</u>	
47	01711	Station Cleaner	MSS 2
	01780	Maintenance Labourer	MSS 3
	01790	Senior Maintenance Labourer	MSS 5
	01776	Outside Maintenance Labourer/Custodian	MSS 3
48	02690	Plant Maintainer I	
49	02665	Plant Maintainer II	
50	03631	Technical Assistant	
		<u>Tire Repair Group</u>	

51	01791 01766	Tire Repair Person Senior Tire Repair Person	MSS 5 MSS 6
52	01718	Tool Room Attendant	MSS 2
53	01715	Track Maintainer	MSS 6
54	01784	Trackman	MSS 4
55	01767	Track Welder	MSS 7
56	03414	Trainee Electro Mechanic	
57	01717	Upholsterer	MSS 8

NOTES:

Where a Job Function is subdivided into sections a), b), c) etc. each subsection shall be considered its own Job Function.

Management may move working titles into or out of the Job Functions as a result of change of duties, and such decisions shall be subject to Union appeal under the grievance procedure.

* For information purposes only.

** MSS is an abbreviation for Maintenance Support Services.

APPENDIX "B" – OFFICE WORK AREA – JOB FUNCTIONS

JOB FUNCTION	JOB CODE *	WORKING TITLE	CLASS TITLE	PAY GRADE
1	03601	Receptionist	Receptionist-AT	003
2	03645	Administrative Assistant	Secretary 6- AT (40)	006
	03603	Administrative Assistant- SD/TP	Secretary 5-AT	005
	03603	Administrative Assistant- Operations	Secretary 5-AT	005
	03603	Administrative Assistant – Protect	Secretary 5-AT	005
3	03674	Secretary, Training	Secretary 4-AT (40)	004
	03602	Administrative Assistant	Secretary 4-AT	004
4	03647	Administrative Assistant – Safety	Secretary 6-AT	006
5	03604	Administrative Assistant – Infrastructure	Secretary 6-AT	006
	03604	Administrative Assistant – Managers Transit Fleet	Secretary 6-AT	006
	03604	Administrative Assistant- Managers	Secretary 6-AT	006
6	03632	Cash Processor	Cash Processor-AT (40)	005
7	03676	Sr Data Analyst	Sr Data Analyst- AT	009
8	03672	Employee Records Administrator	Employee Records Clerk-AT	
9	03609	Information Distribution Clerk	Vendor/Information Clerk-AT	005
	03609	Vendor Clerk	Vendor/Information Clerk-AT	005
10	03621	Data Management Administrator	Inventory Systems Analyst-AT	006
11	03641	Service Advisor	Service Advisor-AT (40)	007
12	03634	Supervisor CT Customer Service Centre	Supervisor CT Customer Service-AT	008
13	03633	Sr. Cash Processor	Sr Cash Processor-AT (40)	006
14	03616	Customer Service Specialist	Customer Service Report Coordinator 8-AT	008
15	03624	Employment Analyst	Employment Analyst- AT	008
16	03625	Rental & Hired Fleet Agent	Rental & Hired Fleet Agent-AT	007
17	03617	Buyer, Field Operations	Buyer Field Operations- AT	009

18	03618 03618	Transit Scheduler Access Calgary Scheduler	Transit Scheduler-AT Transit Scheduler-AT	009 009
19	03627	Web Site Developer	Web Site Designer-AT	008
20	03635	Transit Data Collector	Transit Data Collector-AT	004
21	03638	Passenger Agent	Passenger Agent-AT	005
22	03607	Customer Service Agent	Customer Service Clerk-AT	004
	03607	Lost Property Clerk	Customer Service Clerk-AT	004
23	03608	Customer Service Representative	Customer Service Rep-AT	006
24	03613	Call Centre Representative	Call Centre Rep-AT	006
25	03611	Garage Clerk	Garage Clerk-AT(40)	004
26	03610	Assistant Transit Scheduler	Assistant Transit Scheduler-AT	004
27	03646	Supply Functional Analyst	Supply Functional Analyst-AT	008
28	03629	Technical Advisor	Technical Advisor-AT	011
29	03642	Fleet Acquisition Specialist	Specialist, Fleet Acquisition(40)	010
30	03606	LRV Maintenance Control Clerk	Maintenance Control Clerk-AT	005
	03606	Maintenance Control Clerk	Maintenance Control Clerk-AT	005
31	03637	Training Administrator	Training Administrator-AT	006
32	03636	Community Liaison	Community Liaison-AT	007
33	03628	Equipment Maintenance Technician	Equipment Maintenance Technician-AT	008
34	03644	Revenue Programs Administrator	Revenue Programs Administrator – AT	008
35	03671	Wellness Coach	Wellness Coach-AT	010
	03675	Maintenance Administration Clerk	Maintenance Admin Clerk-AT(40)	004

NOTES:

The selected working titles as used above are provided for convenience purposes only in order to assist in identifying the individual pay rate.

It is understood that working titles can be deleted, added, or revised during the term of

the Collective Agreement.

As per the provisions of Clause 102.03 of the Collective Agreement, the City has the right to set pay rates on new or significantly changed jobs, and such decisions shall be subject to Union appeal under the grievance procedure.

Working locations (e.g., SG, VP, AG, DT) are not indicated in the above-noted working titles. NS 40 designations are also not shown in the above-noted class titles.

* For information purposes only.

APPENDIX "C" – SUPPLEMENTATION OF COMPENSATION

1. (a) "child" means the natural child, whether born before or after the employee's death, or legally adopted child of an employee, and includes any person to whom the employee and spouse stood in loco parentis.
- (b) "dependent child" means a child who, at the time the employee died, was being supported by the employee and
 - (i) is less than eighteen (18) years of age; or
 - (ii) is eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and is in attendance full-time at an accredited school or university, having been in such attendance substantially without interruption since he reached eighteen (18) years of age; or
 - (iii) is eighteen (18) or more years of age and not more than twenty-one (21) years of age and is disabled having been supported due to such disability without interruption since the time he reached eighteen (18) years of age.
- (c) "disabled" shall mean suffering from a severe prolonged mental or physical disability and for these purposes:
 - (i) a disability is severe only if by reason thereof an employee is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death;
- (d) "full pay" means the monthly basic salary including service pay that the employee was entitled to receive at the time he was disabled or killed based on the confirmed position and classification or rank occupied by the employee at that time and the regular monthly hours or work applicable to that rank or position and applying thereto;
 - (i) the annual career progression to that level which the employee would have automatically progressed only by reason of time in the classification or rank had he not been disabled or killed excluding any anticipated career progression which involves any form of qualifications other than service time irrespective of whether the employee held the qualification at the time he was disabled or killed; and
 - (ii) any economic or salary changes negotiated from time to time in accordance with the Collective Agreement.
- (e) "Deductions" shall mean those items which would **normally** have been deducted from the monthly basic salary of the employee, in the normal course of events had he not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for federal or provincial income tax according

to the employee's exemption at the time he was disabled or killed, or in the case of an employee who has been killed, according to the exemptions of his widow and children, contributions to any City Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only). Employment Insurance Commission premiums, Group Life Insurance **premiums, extended health and dental premiums** and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the employee from time to time.

- (f) "widow" means a woman who has survived an employee to whom she was lawfully married and who was being wholly or partially supported by him at the time of his death and where there is no lawful wife at the time of death of the employee includes a common-law spouse.
 - (g) "widower" means a man who has survived an employee to whom he was lawfully married and who was being wholly or partially supported by her at the time of her death and where there is no lawful husband at the time of death includes a common-law spouse.
 - (h) "Common-Law Spouse" includes any man or woman who, although not legally married to an employee, lives and cohabits with an employee as the spouse of that employee and has maintained such relationship for a continuous period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne the child or children of such employee, and is generally known as the employee's spouse in the community in which they lived at the time of death of the employee.
- 2. Where an employee is disabled or killed in the course and scope of his employment with The City of Calgary as a direct result of the performance of the employee's duties as a City employee, The City shall pay to the employee, if disabled, or to the employee's widow or dependent children, if killed, the employee's full pay under the terms and conditions hereinafter set out PROVIDED that the disability or death of the employee was not due to the employee's own gross disregard or neglect of his duty or was not self-inflicted.
 - 3. In the event an employee is killed leaving a widow surviving him under the circumstances set out in Article 2, The City shall pay to the widow monthly, subject to the deductions set out in Article 6, the full pay that the employee would have received from The City had he not been killed, the said sum to be payable from the date of death of the employee until such time as the widow dies or the date the employee would have reached 65 years of age, whichever is the earliest.
 - 4. (a) In the event an employee is killed under circumstances set out in Article 2, leaving no widow but leaving a dependent child or children surviving him, The City shall, subject to the deductions set out in Article 6, pay to each dependent child up to a maximum of four (4), monthly a sum equal to twenty percent (20%) of the full pay that the employee would have received from The City had he not been killed, the said sum to be payable from the date of death of the employee until such time as the child ceases to be a dependent child or the date the employee would

have reached 65 years of age, whichever is the earlier.

- (b) Where the employee leaves surviving him more than four (4) dependent children, the total sum payable by The City pursuant to Article 4 (a) shall be paid to such dependent children in equal shares.
- (c) A sum payable by The City pursuant to this Article shall be paid by The City as long as any child of the employee remains a dependent child.
- 5. In the event the widow dies subsequent to an employee having been killed, the provisions of Article 4 shall apply to any dependent child surviving the employee and his widow.
- 6. In determining the amount to be paid to a widow or dependent child by The City, any benefits payable to the widow or any dependent child by reason of the death of the employee under any Workers' Compensation (except any payment for funeral expenses), Canada Pension Plan (except any payment for funeral expenses) Local Authorities Pension Plan, City of Calgary Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the employee, the widow or any of the employee's family, or any damages awarded to the widow or any dependent child by reason of the death of the employee, shall upon being awarded to the widow or the dependent child, be deducted from the full pay.
- 7. Any sums of money payable by The City to any dependent child under the age of eighteen (18) years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
- 8. The City shall continue to ensure that the widow or any dependent child will be covered by the appropriate **extended health and dental benefits** and the Alberta Hospitals Act or any replacement, extension or substitution thereof in Alberta, PROVIDED the widow or any dependent child at all times remains eligible for such coverage.
- 9. On the date that the employee would have reached 65 years of age had he not been killed, The City shall pay to the widow, if alive, each month an amount equal to the monthly pension to which she would have been entitled as a widow had the employee died subsequent to 65 years of age, in the same manner and under the same conditions as may be provided in any City Pension Plan or its equivalent application to employees of The City in existence at the date that the employee would have reached 65 years of age had he not been killed.
- 10. In the event an employee is disabled under circumstances set out in Article 2, The City shall pay to the employee monthly subject to the deductions set out in Article 6, the full pay that he would have received from The City had he not been disabled until such time as the employee dies or the date that the employee reached 65 years of age, whichever is the earlier, PROVIDED THAT if the employee fully recovers and is capable of being employed by The City at a salary which is equal to or in excess of the employee's full pay, The City's obligation herein shall cease
- 11. Where a disabled employee partially recovers and The City finds alternative

employment for the employee within The City or any of its Associated Boards, Commissions, Authorities or Agencies which the employee is capable of performing, the full pay which the employee is entitled to receive shall be reduced by the monthly salary received from such employment.

12. A disabled employee may earn from employment, other than employment with The City or any of its Associated Boards, Commissions, Authorities or Agencies, up to twenty percent (20%) of his annual full pay without any reduction in the employee's full pay but any monies earned by the employee from such employment in excess thereof shall be deducted from the employee's full pay.
13. The provisions of this Appendix shall be administered by the Finance Business Unit of The City of Calgary.
14. Affidavits in a form and containing such information as may be prescribed by The City shall be filed annually with and on a date to be specified by the Finance Business Unit of The City by the following persons:
 - (a) widow/widowers;
 - (b) guardians of dependent children under the age of eighteen (18) years;
 - (c) dependent children over eighteen (18) years of age;
 - (d) disabled employees.
15. Throughout this Appendix, where the term "employee" is used and where terms reflecting male and/or female gender are used, it shall be considered that either the feminine or masculine has been used where the context of the application so requires.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Community Shuttle Operators – 99/01/11

The purpose of this letter is to define conditions affecting Community Shuttle Operators who are selected to Transit Operator Trainee positions.

Probationary/Temporary Community Shuttle Operators

Probationary or Temporary Community Shuttle Operators who are selected as Transit Operator Trainees will not be removed from their base position as Community Shuttle Operators until successful completion of the Transit Operator Training Program. Upon successful completion of training, employees would be placed in an established Transit Operator position, on probationary status, with no reversion rights.

In the event the employee is unsuccessful in the training program he/she will resume their original Community Shuttle position, with no loss or adjustment of seniority. During the training period, employees will be paid according to Clause 205.01 of the Collective Agreement. Probationary or Temporary Community Shuttle Operators may elect to discontinue training and resume their Community Shuttle position.

Permanent Community Shuttle Operators

Permanent Community Shuttle Operators who are selected, as Transit Operator Trainees will not be removed from their base position as Community Shuttle Operators until successful completion of the Transit Operator Training Program. Upon successful completion of training, employees would be formally moved into an established Transit Operator position and Clause 112.13 of the Collective Agreement will apply.

In the event an employee is unsuccessful in the training program, they will resume their original Community Shuttle position, with no loss or adjustment of seniority. During the training period employees will be paid according to Clause 205.01 of the Collective Agreement. Permanent Community Shuttle Operators may elect to discontinue Transit Operator training and resume their Community Shuttle position.

Reapplication to Enter Transit Operator Training Program

Any employees reverting back to the position of Community Shuttle Operator from the

positions of Transit Operator Trainee or Transit Operator shall not be permitted to reapply for a period of one (1) year.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

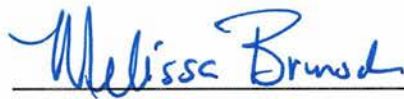
Re: Educational Requirements for New Apprentices – 78/06/21

The City is prepared to accept the Alberta Apprenticeship requirements as the minimum educational qualifications necessary for entry into an Apprenticeship program, on the proviso that employees if necessary successfully passes the Apprenticeship Aptitude Test as set forth by the Government of Alberta Apprenticeship Board.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
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THE AMALGAMATED TRANSIT UNION, LOCAL 583

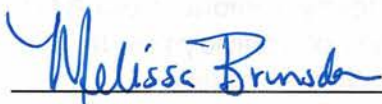
Re: Eligibility Lists (For Purpose of Relieving Only for Journeyman II, Leadhand, or Equivalent Position) – 02/02/01

1. The purpose of Eligibility Lists is to make management aware of an employee's desire to advance into various areas of responsibility, to give employees an opportunity to be considered and evaluated by management, as well as to provide management with a list of qualified relief personnel for use as required.
2. The Eligibility List displays the names of qualified personnel by seniority from ATU Local 583 who may provide temporary relief in the positions of Journeyman II, Leadhand, or equivalent status, and will be limited to a maximum of five employees, at the discretion of management. Employees will not be required to reapply annually unless the Eligibility List is cancelled.
3. Where possible, the Eligibility List will be confined to individual locations and shift; however, the need to provide relief for positions associated with other Eligibility Lists will be decided by management.
4. When employees make a permanent move, they are permitted to transfer their hours and relief record to the Eligibility List for the same working title in the new shift or location, and will be placed on the list as per seniority.
5. The maximum period of scheduled relief for those personnel on the Eligibility List will be nine days at any one time to allow for rotation of staff. However, at the discretion of management, this may be extended due to operational circumstances.
6. For periods of less than one week and non-scheduled relief, management may utilize the senior employee available in the work area. Periods of less than half a day will not be registered.
7. Employees who are unable to meet specific performance expectations of the position or the general expectations of a supervisory function as listed in the duties of a Journeyman II, Leadhand or equivalent status may be removed from the Eligibility List by management.
8. If an employee refuses or is unable to accept a relief assignment, the next person on the Eligibility List will be offered the opportunity. Two refusals to relieve without a valid and acceptable reason will be sufficient cause to remove an employee's name from the Eligibility List. Personnel will be allowed to reapply for the Eligibility List on the next scheduled posting.

9. Eligibility Lists will be posted at least annually in the second week of January or as operational circumstances dictate. A.T.U. Local 583 will be notified of any changes that occur on the Eligibility Lists and will be given copies of the annual postings.
10. Eligibility Lists will be posted prominently in all Work Areas.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Employment of Non-tradesman as Painters – 03/06/04

Where painting is of a minor nature where non-professional standards are acceptable, the use of non-tradesman to complete the tasks is agreed to.

Any employee required to perform these duties will be paid their current rate of pay or at the level of Maintenance Support Services Level 5 (MSS5), whichever is greater.

This letter shall continue for the term of this Collective Agreement only and will become null and void at the expiration of this Collective Agreement, unless the parties mutually agree to an extension. Failing an agreement on an extension, the provisions of the Letter of Understanding dated 71/01/05 will be applicable.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek Runs – 98/01/13

Management has the ability to create up to fifty (50) 4-day workweek runs subject to the following conditions:

1. Daily run time will not exceed ten (10) hours paid time.
2. Paid time on runs will be calculated on a weekly basis and be guaranteed thirty-seven and one-half (37 1/2) hours weekly.
3. Overtime on runs will be paid in excess of thirty-seven and one-half (37 1/2) hours per week and paid at the rate of one and one-half times (x1 1/2).
4. Runs may contain straight work, 2-pieces or 3-pieces of work.
5. Split runs will be developed with three (3) consecutive days off.
6. Straight runs will have Saturdays and Sundays and one (1) other day off.
7. All 4-day work week straight runs will be included in the calculation of straight bus runs as outlined in Clause 201.03 swing straights will not be included in this calculation.
8. The 4-day workweek runs will be at no additional cost to Calgary Transit when compared to the cost of conventional transit service.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
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AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek for LRT – Track & Way Employees – 02/10/07

The following provisions apply to those employees assigned to work in the LRT – Track and Way Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation.
2. Where it is found that an employee transfers from one shift schedule to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) weeks' vacation is entitled to one hundred and twenty (120) hours of vacation.
4. **When a Statutory Holiday falls on an eligible employee's day off, the employee will be entitled to lieu time as per Article 117.08.**
5. **When a Statutory Holiday falls during an employee's vacation, the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours)**
6. As per Article 410, overtime shall be paid after ten (10) hours' work per day.
7. Implementation of this ten (10) hour shift schedule will be effective 2002 November 18.

Either party to this agreement may provide the other party with thirty (30) days written

notice indicating their intentions to terminate this revised work schedule where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek for LRV PM Shift Service Lane Employees – 02/10/18

The following provisions apply to those employees assigned to work at in the LRV Service Lane Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation. The shifts to be worked will run from 17:00 – 03:00.
2. Where it is found that an employee transfers from one shift schedule to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) week's vacation is entitled to one hundred and twenty (120) hours of vacation.
4. **When a Statutory Holiday falls on an eligible employee's day off, the employee will be entitled to lieu time as per Article 117.08**
5. **When a Statutory Holiday falls during an employee's vacation, the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours).**
6. As per Article 410, overtime shall be paid after ten (10) hours' work per day.

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Job Security - Transit Operators – 98/01/13

During the term of this Agreement, Transit Operators will not be laid off as the direct result of existing regular transit service being reduced, terminated, or supplemented through the conversion to Community Shuttle service.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Office Employees Vacation Entitlements Usage – 03/06/04

The City and the Union agree that the administration of vacation entitlement will be as per 100 SECTION A – GENERAL Clause 116.01 of the Collective Agreement with “weeks”, for the purposes of timekeeping, applying only to full-time Office employees on the Rearranged Workweek (RAWW), being defined as follows:

	Weeks	Hours S 35	Hours NS 40
After 1 years' service	2	70	80
After 2 years' service	3	105	120
After 8 years' service	4	140	160
After 17 years' service	5	175	200
After 25 years' service	6	210	240
After 30 years' service	7	245	280

The City and the Union further agree that the administration of vacation entitlement as affected by third “Fridays” off will not result in any employee having to either leave late for or return early from, vacation.

Arrangements to reconcile entitlement and usage shall be made in advance of the vacation period. Banked overtime, lieu time, or banked vacation may be used by an employee, or other methods of reconciliation may be mutually agreed between the employee and Supervisor.

In the event that the foregoing arrangements cannot be agreed upon then management may schedule a “Third Friday” off into the vacation period from the concurrent or overlapping three (3) week cycles.

Article 503.01 indicates there are fourteen (14) seven and one-half (7 1/2) hour working days for full-time employees in a three (3) week cycle. Since all paid days (e.g., worked, vacation, Statutory Holidays, lieu days, bereavement, S&A) are counted as seven and one-half (7 1/2) hours, all full-time employees are entitled to seven (7) off

days, including one (1) third "Friday" in a three (3) week cycle.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

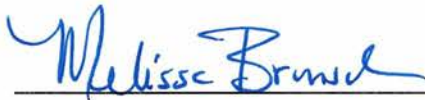
Re: 100 SECTION A – 111 Permanent, Probationary and Temporary Employees – 07/06/04

Article 111.01 (b) Maintenance employees hired under the capital budget **and those employees subsequently hired to backfill employees** may be hired on a limited term basis and will not be provided with a provisional position as a result of 24 months of continuous service. All other provisions of this article shall apply.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 700 SECTION G - Community Shuttle Operators Working Conditions – 07/06/04

Effective with the 2007 September Sign-up, the following changes and/or amendments will occur in the 700 SECTION G – COMMUNITY SHUTTLE OPERATORS WORKING CONDITIONS:

201 Working Hours

201.03 Community Shuttle Operators failing to report for duty at the scheduled time must notify the Duty Dispatcher by telephone. Failure to report **once** directed **may** be considered a refusal to work.

(a) Full-time Community Shuttle Operators may be required to report for an alternate shift.

(b) Part-time Community Shuttle Operators may be required to do alternate runs that fall within their pre-determined availability.

201.04 For those employees who are occupying an established position as per Clauses 201.01 or 201.06 (minimum 20 hours), these employees will be eligible for all normal benefits under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to the members therein. The entitlement for these benefits will be based on the average hours worked in the previous Sign-up and will be determined by the following ranges:

- 1) 20 – 23.9 hours per week = 4 hours per shift (20 hours maximum/week)
- 2) 24 – 27.9 hours per week = 5 hours per shift (25 hours maximum/week)
- 3) 28 – 32.9 hours per week = 6 hours per shift (30 hours maximum/week)
- 4) 33 or more hours per week = 7 hours per shift (35 hours maximum/week)

For those employees occupying an established position as per Clause 201.05 (i.e. full-time Community Shuttle Operator), these employees will be eligible for all normal benefits under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to the members therein. The entitlement for these benefits will be based on 7.5 hours per shift to a maximum of 37.5 hours per week.

201.05 Except as provided in Clause 201.01, a working week for regularly signed-up full-time Community Shuttle Operators shall consist of a minimum of thirty-seven and

one-half (37.5) hours per week. All full-time Community Shuttle Operators shall be signed-up Community Shuttle Operators. No regularly signed-up Community Shuttle Operator on a regular assignment shall work more than five (5) days per week.

The number of full-time Community Shuttle Operators shall cover a minimum of 30% of the total Community Shuttle platform hours.

Community Shuttle Operators moving from part-time to full-time status are entitled to a reversion period lasting up to two (2) sign-ups. During this reversion period, a full-time operator may revert to part-time status.

Effective the December 2012 sign-up, Operators who revert to part-time after being full-time, must wait two (2) subsequent sign-up periods following their reversion, to indicate their preference to move back to full-time in Community Shuttle.

Effective the December 2014 sign-up, a maximum of two (2) operators may opt out of permanent full-time status at each quarterly sign-on, in order of seniority. Operators opting off permanent full-time status will have a three (3) year waiting period before being allowed back to full-time status.

201.06 Other than part-time signed up operators, except as provided in Clause 201.01, a working week for spare Community Shuttle Operators shall consist of working a minimum of two (2) days per week. These days will require working on a Saturday and Sunday. Work will be assigned in spareboard seniority. Operators will be required to contact Dispatch after 1730 hours on the day before the work.

Spare Community Shuttle Operators shall be guaranteed a minimum of fifteen (15) hours per week which will be reduced if the spare Community Shuttle Operator is absent for all or a part of the shift. All spare Community Shuttle Operators hired before **2012** January 1 will be grandfathered with no above-mentioned restrictions if they remain on the spareboard.

201.07 - Regular Runs

Weekday shifts will be cut to a maximum of eight (8) hours and five (5) minutes pay hours.

Weekend shifts will be cut to a maximum of nine (9) hours and five (5) minutes pay hours.

205 Community Shuttle Operator Trainees

205.01 Community Shuttle Operator Trainees shall receive payment for training at the rate of eighty-five percent (85%) of the Community Shuttle Operator rate.

219 Overtime

219.02 Except as provided in Clause 219.01, regularly signed-up full-time Community Shuttle Operators shall be paid overtime at the rate of one and one-half times ($1 \frac{1}{2}x$) for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Regular working week shall be defined according to their signed-up assignment.

219.03 Regularly signed-up full-time Community Shuttle Operators shall be paid at the rate of one and one-half times ($1 \frac{1}{2}x$) for work performed when called out on their day off. Day off shall be defined according to their signed-up assignment.

219.04 Where a relief is missed at a time point, one and one-half times ($1 \frac{1}{2}x$) shall be paid until the regularly signed-up full-time Community Shuttle Operator is relieved, provided the regularly signed-up full-time Community Shuttle Operator has notified Dispatch.

If the Operator due to be relieved is a Spare Operator, who does not have a run for the day, then the Operator will be paid one and one-half times ($1 \frac{1}{2}x$) until the Operator has been relieved at an established relief point with a minimum of thirty (30) minutes being paid. If no relief can be arranged, and operational needs require it, the Operator's work for the day will be changed to include the work the Operator is currently on.

If the missed relief is at the end of the Operator's work day, they will be paid one and one-half times ($1 \frac{1}{2}x$) until they are relieved.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

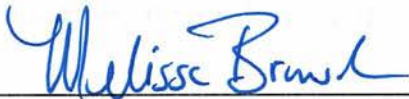
Re: Trading of Runs Between Operators – 72/09/25

Operators wishing to trade runs shall be able to do so for a period of up to two (2) weeks. The operator will have to return to his own Signed-up run for two (2) weeks before he is permitted to trade again.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
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AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Transition Arrangement for CTrain Operators – 07/06/04

CTrain is an integral part of Calgary Transit's operation and the City will ensure the CTrain operation is adequately staffed to ensure there is service.

In order to transition to a new process for staffing the CTrain, the following will occur:

1. All Transit Operators may elect to sign on the train as per Clause 251.01 of the collective agreement.
2. The applicable rate of pay for Transit Operators who are training on a CTrain will be as per the Transit Operator's current rate of pay. Operators will be trained in order of seniority as much as practically possible.
3. In consideration of additional workplace challenges and operator knowledge required, all CTrain Operator rates of pay regardless of previous experience on the CTrain will be:
 - a) five percent (5%) above each step of the Transit Operator rate of pay during the completion of one full year; or
 - b) following the completion of the first year and during the completion of a second year six percent (6%) above each step of the Transit Operator rate of pay; or
 - c) following the completion of the first two consecutive years and during the completion of the third year, seven percent (7%) above each step of the Transit Operator rate of pay.
 - d) following the completion of the first three consecutive years and each consecutive year thereafter, ten percent (10%) above each step of the Transit Operator rate of pay. (effective date September 2012)
4. Wage incremental increases (after training) will occur following the completion of each 1950 regular hours of bus and/or CTrain work.
5. Operators who are part of the contingency group of operators whom are able to operate either a bus or CTrain will receive the applicable CTrain Operator rate of pay (step to step) for all hours worked.

6. CTrain Operators can be assigned related Operations Work Area work duties as part of their working shift.
7. Effective as of the 2012 March sign-up, amend the language to read as follows:

The following provisions are specific to CTrain Operators:

256 Working Hours

256.01 All Signed-up CTrain Operators shall have seven and one-half (7 ½) hours constitute a day's work and shall be observed as far as operating conditions permit.

256.02 Spare CTrain Operators shall be guaranteed, for each two (2) week pay period, an amount of pay equivalent to seventy-five (75) hours bi-weekly, computed at the applicable hourly rate, but not to include overtime or Sunday premiums, provided that such spare CTrain Operators are available for work for ten (10) days in each two (2) week period. All work performed beyond a twelve (12) hour spread from first report shall be overtime on a daily basis in addition to the guarantee. Operators not fulfilling their guarantee within a twelve (12) hour spread shall be given the necessary make up time to satisfy one-tenth (1/10) of their bi-weekly guarantee.

With the growth in the CTrain system, the number of CTrain operators waiting to be activated is projected to increase. To assist with operators maintaining their proficiency on CTrain and gain some CTrain operational experience the following will occur:

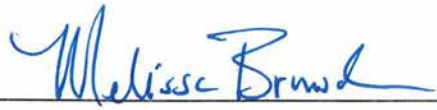
1. The CTrain operators waiting to be activated shall be scheduled once in every six week cycle to operate the train to maintain their proficiency. These operators will be inserted for a day at a time on the CTrain spareboard and assigned work by seniority.
2. The operators activated on the CTrain temporarily, will be paid the CTrain rates for time worked. The paid time will not be less than 7 ½ hours for the day.
3. Operators will be notified at least one week prior to their scheduled shift on the CTrain.

The CTrain rates will apply when the operators are activated on CTrain.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Handwritten signature of Melissa Brown in blue ink, written over a horizontal line.

Manager, Labour Relations

Handwritten signature of P. Katch in blue ink, written over a horizontal line.

President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek Spring Gardens and Victoria Park Bus – PM Shift Service Lane Employees – 08/07/21

The following provisions apply to those employees assigned to work at Spring Gardens Garage or Victoria Park Garage in the Bus Service Lane Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation.
2. Where it is found that an employee transfers from one shift to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) week's vacation is entitled to one hundred and twenty (120) hours of vacation.
4. **When a Statutory Holiday falls on an eligible employee's day off, the employee will be entitled to lieu time as per Article 117.08**

When a Statutory Holiday falls during an employee's vacation the employee will be entitled to lieu time equivalent to the employee's regular shift (predominant scheduled hours)

5. As per Article 410, overtime shall be paid after ten (10) hours' work per day.

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule, where upon the

employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
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THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: MultiNova and Red Light Camera Tickets

MultiNova and Red Light Camera tickets will be forwarded to the employee on record as operating a vehicle at the time of infraction. All tickets will be processed in a timely fashion to allow the following procedures to take place prior to the ticket due date.

- Any employee wishing to appeal that they have been incorrectly identified as the operator or that there was a legitimate reason for the infraction may do so to the appropriate Coordinator. If the appeal is upheld all reference to the ticket will be removed from the employee's file and no further action will be taken.
- If the appeal is denied, the employee must pay the fine or advise the Coordinator that they are appealing the ticket to the Courts and provide the Court date and time. The employee may use vacation or banked time or take a leave without pay to attend court.
- Employees must provide date and proof of ticket payment to employer within fourteen (14) days of required payment date.

Employees receiving speeding or red light tickets may also be subject to disciplinary action in consideration of any previous discipline on file; or counselling of a similar nature on file. Any dispute or discipline will be subject to the grievance procedure.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

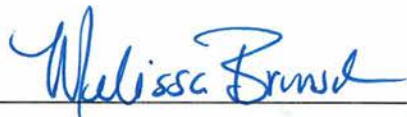
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Step Three Grievance Presentations

The parties agree that during the term of the current collective agreement, all step three grievance presentations will be made both orally and in writing.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 409.06 Overtime

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

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
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THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Community Shuttle Sign-Up

Community Shuttle Operators shall select their assignments on the posted Sign-up sheet or to sign on the spare board in order of seniority, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An operator shall make his or her choice of assignments known to the Sign-up Clerk as per the Community Shuttle Selection Process. The City agrees to pay the full costs of the Union Representative(s) at the Community Shuttle rate of pay, who shall be available to assist Operators in the Sign-up. The Union Representative(s) shall be paid straight time to a maximum of 8 hours per day and overtime rates for any additional hours.

If a permanent Full-Time Operator fails to Sign-up, the Schedules Supervisor or designated person shall make a choice for the Operator and the Operator shall work the selection so chosen until the next Sign-up.

Should any other operator fails to Sign-up or makes a choice, they will be placed on the spare board and all applicable rules shall apply.

The City and the Union agree, during the term of this collective agreement, to review technological alternatives that would assist Community Shuttle operators with the sign-up process.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
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Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
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THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Relief Schedulers

The following provisions apply to those employees assigned to work as Relief Schedulers. Where conflict or differences exist between the provisions of this letter and provisions of the Collective Agreement, the specific provisions of this letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week in accordance with the posted shift schedule.
2. The assignments in the scheduling area shall be for a minimum of one (1) week.
3. Pay for a week of vacation entitlement (Article 116) will be determined by using the employee's rate of pay and weekly hours for his/her base position. Annually, a calculation will be done to determine the portion of the annual vacation earned and payable at the Relief Scheduler rate of pay that was in place for the year the vacation adjustment applies. Subsequent to the calculation, the required adjustments will be posted.
4. As per Article 117, when a statutory holiday falls on an eligible employee's day off, seven (7) hours shall be paid.
5. When a statutory holiday occurs during an employee's vacation, seven (7) hours shall be paid.
6. As per Article 505, overtime shall be paid after seven (7) hours work per day.
7. As per Article 603, Transit Operators will not accrue coffee money while working in the Relief Scheduler capacity.
8. Salary incremental increases will be applied based on the office full-time equivalents as outlined in Pay notes 1 c).

9. The Relief Scheduler eligibility will be limited to full-time, permanent employees.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Outside Maintenance Seniority List

The parties agree to the following changes regarding the seniority dates of the employees working in the Outside Maintenance section of Calgary Transit:

The Station Cleaner position will move from job function 11 to job function 47, their existing job function time will be honoured (Outside Maintenance Group).

All current Labourer Custodians who transferred to their position from a Station Cleaner position will be credited for the job function time earned in their Station Cleaner position as though it were earned in job function 47.

All Labourer/Custodian working title seniority dates will be made identical to their newly-adjusted job function dates.

Employees who occupy the position of Maintenance Labourer will have first consideration for all future Senior Maintenance Labourer postings.

These changes will be effective 2014 September 15. No previously finalized bids will be reconsidered as a result of this letter.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
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President/Business Agent

LETTER OF UNDERSTANDING
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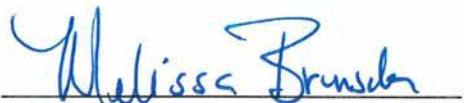
Re: Reclassification of Station Cleaner and Maintenance Labourer Positions

Notwithstanding the wording in Article 112, when an Outside Maintenance Labourer/Custodian position is being created from a vacant Station Cleaner position the job function time that Station cleaners have accrued in their job function can be used as if it was accrued in the Outside Maintenance Group. In the event that an Outside Maintenance Labourer/Custodian position is being created from a vacant Maintenance Labourer position, Station Cleaners will not be able to use their job function time and the regular provisions surrounding job function time will apply.

In order to determine whether or not a position has been reclassified from either a Maintenance Labourer or Station Cleaner position, postings will reflect if the Outside Maintenance Labourer/Custodian position was reclassified from either a Maintenance Labourer or Station Cleaner position.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
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UNION



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
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Re: Vacation Pay-out

On an annual basis, Management for each of the respective areas will determine the total amount of vacation that may be paid-out in their area.

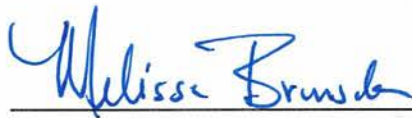
Those employees who are eligible for four (4) five (5), six (6), or seven (7) weeks of annual vacation entitlement under clause 116.01, and who have filled their vacation banks under clause 116.03 , may request to have up to two (2) weeks of their current vacation paid-out. Any such request shall be made during the vacation sign-up, and will be paid on the first available pay period following the employee's vacation base date. Employees without a sign-up period may request to have their vacation paid out at the time their vacation selection is made.

* Four week entitlement payouts must comply with Employment Standards.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
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President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
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THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Suspensions Pending Investigation

Effective June 4, 2012, ATU members will be paid during a suspension pending investigation. If management determines from the investigation that a disciplinary suspension is warranted, the following shall apply:

In the event that the suspension pending investigation is shorter than the disciplinary suspension to be levied, ATU Local 583 agrees that The City of Calgary may recover pay from the employee equal to the number of days the employee had been suspended pending investigation. Those days will be deemed to be a portion of the disciplinary suspension. The remainder of the disciplinary suspension will be served by the member as an unpaid suspension.

In the event that the suspension pending investigation is longer than the discipline to be imposed, ATU Local 583 agrees that The City of Calgary may recover pay from the employee corresponding to the length of the disciplinary suspension.

In either event, the recovery will occur as a lump sum following the conclusions of the investigative process.

Where management determines from the investigation that no disciplinary suspension is warranted, no recovery of pay will occur.

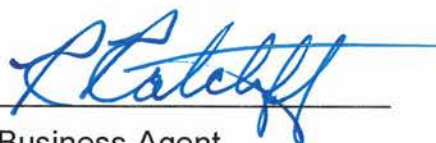
Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

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President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
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Re: 200 SECTION B- Transit Operator Working Conditions

Clause 207- Sign-up According to Seniority

In the interest of expediting the sign-up process and procedures, Bus Operators and C-Train Operators shall be permitted to select their runs simultaneously in order of seniority of service. The parties agree to meet after each sign-up to resolve any issues that might arise from this change in process.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
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FOR LOCAL 583 OF THE
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Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Accessible Transit Operators to Transit or Community Shuttle Operator Trainee Positions

The purpose of this letter is to define conditions affecting Accessible Transit Operators who are selected to Transit or Community Shuttle Operator Trainee positions.

Accessible Transit Operators must serve twelve (12) months or 1560 working hours as an Accessible Transit Operator, prior to moving to other positions unless Management and the Union mutually agree otherwise. However, any accumulation of ten (10) or more days of absence will be added to the time period.

Casual Accessible Transit Operators

Casual Accessible Transit Operators who are selected as Transit Operator Trainees will not be removed from their base Operator position as Accessible Transit Operators until successful completion of the Transit Operator Training Program. Upon successful completion of training, employees would be placed in an established Transit Operator position, on probationary status, with no reversion rights.

In the event the employee is unsuccessful in the training program he/she will resume their original Accessible Transit Operator position, with no loss or adjustment of seniority. During the training period, employees will be paid the greater of Clause 205.01 of the Collective Agreement or their current rate of pay. Casual Accessible Transit Operators may elect to discontinue training and resume their Accessible Transit Operator position.

Permanent Accessible Transit Operators

Permanent Accessible Transit Operators who are selected, as Transit Operator Trainees will not be removed from their base position as Accessible Transit Operators until successful completion of the Transit Operator Training Program. Upon successful completion of training, employees would be formally moved into an established Transit Operator position and Clause 112.14 of the Collective Agreement will apply.

In the event an employee is unsuccessful in the training program, they will resume their original Accessible Transit Operator position, with no loss or adjustment of seniority. During the training period employees will be paid the greater of Clause 205.01 of the

Collective Agreement or their current rate of pay. Permanent Accessible Transit Operators may elect to discontinue Transit Operator training and resume their Accessible Transit position.


Reapplication to Enter Transit Operator Training Program

Any employees reverting back to the position of Accessible Transit Operator from the positions of Transit Operator Trainee or Transit Operator shall not be permitted to reapply for a period of one (1) year.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



Manager, Labour Relations



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Calgary Transit Fleet Maintenance Sign Up

In the interest of clarity and expediency, if a large number of maintenance employees (10 or more) are required to move from existing locations/shifts for any reason (e.g. the opening of a new facility) then management, with the agreement of ATU Local 583, can undertake all employee moves via a sign-up process.

The sign up process will involve pre-defining all work shifts and locations and then allowing employees to bid for the position of their choice, in order of seniority.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583**

Re: Accessible Transit and Work Stoppages

In the interest of providing necessary service to a vulnerable community without disruption, both parties agree to maintain an appropriate level of service in the event of a work stoppage. The parties agree to meet and discuss what level of service is required.

Signed this 10 day of December, 2019.

**FOR THE CORPORATION OF
THE CITY OF CALGARY**



Manager, Labour Relations

**FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION**



President/Business Agent

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 250 Section B – Ctrain Operator Working Conditions

Clause 251 – Sign-Up
Article 251.01 (a)

In order to address potential issues with the new language in Article 251.01 being introduced in the midst of a pre-existing sign-up schedule, both parties agree to the following amended language for the first sentence of Article 251.01:

- a) Effective December 2019 Sign-up CTrain Operators will commit for a thirty-six (36) month period, commencing with the March 2020 Sign-up.

This amendment, which speaks only to 2019, preserves the intent of Article 251.01 while addressing issues associated with the pre-existing sign-up schedule.

Signed this 10 day of December, 2019.

FOR THE CORPORATION OF
THE CITY OF CALGARY



Manager, Labour Relations

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION



President/Business Agent

(ATTACHED TO BUT NOT FORMING PART OF THE COLLECTIVE AGREEMENT)

ATU LOCAL 583 - REDEPLOYMENT & LAYOFF GUIDELINES

revised 1995 April 03
amended 2003 May 29

General Principles:

1. There are no redeployment rights between Work Areas (unless the employee still has reversion rights under Clauses 112.11, 112.12, 112.13 or 112.14). See seniority Clause 112.06. Work Areas are Operations, Office, and Maintenance.
2. A temporary employee, whose temporary employment is terminated, shall not have recall rights. To be re-employed, he/she must be rehired. Only probationary and permanent employees have recall rights.
3. When proceeding through a redundancy procedure, ignore the temporary employees and deal only with the pure establishment, i.e., just the probationary and permanent employees in established positions. That way, the redeployed individuals will most likely be redeployed into established positions versus limited-term positions (except possibly when replacing those who were 24-month established). Similarly, ignore relief assignments and "temporary assignments" under Clause 112.16. Temporary employees can be dealt with at the end of the process, taking into account operational needs. Permanent employees in "temporary assignments" under Clause 112.16 will also be dealt with at the end of the process, taking into account operational needs.

After redeployment occurs and Guideline 3 is used, a permanent employee, who is to be moved into a limited-term position, can pick the work of any temporary employee within the Job Function and same Business Unit, regardless of shift, location, and days off.

4. A seniority listing of employees in redundant positions will be made. Commencing with the most senior employee, redeployment will be applied in descending order of seniority.
5. Although an employee cannot be redeployed into a previously held limited-term position, for the measurement of Job Function Time or Work Area seniority, time as a temporary employee in a limited-term position counts.
6. Employees who reject redeployment to a lower paying position shall be laid off. Employees who are laid off have recall rights under Clause 112.09.

Employees who reject redeployment to a position with the same pay shall be terminated. Employees who are terminated or resign do not have recall rights under Clause 112.09.

7. At the point in time where there is bona fide documentation of inability to perform the Job Function redeployed into; management will apply the redeployment process again.
8. To be eligible for recall, displaced and laid off individuals must meet the same requirements as new hires (medical and security clearances, provision of current driver's abstract, etc.) and be able to resume work duties without restrictions, with the following exceptions:
 - a. individuals who were "grandfathered" prior to layoff with respect to their qualifications will continue to be grandfathered for the purposes of recall;
 - b. where job qualifications have changed since displacement or layoff, the individual will remain eligible for recall provided the individual is able to meet the new qualifications within a reasonable period;
 - c. where the qualifications of a position require a driver's license with a limit on demerit points, and the individual's demerit record exceeds the number of allowable demerits at the time of displacement or layoff; the individual will remain eligible for recall provided they do not have more demerits at the time of recall than they had at layoff.

Maintenance Work Area Principles:

9. Reversions - if, during the history of an employee, he/she reverted to a previous position/title, then the position/title reverted from is ignored for the purposes of layoff and redeployment.
10. For the purposes of redeployment, Victoria Park will replace Eau Claire garage. However, where Job Functions have been completely moved from one location to another, redeployment will be to the new location (e.g., the Tire Shop was moved from Eau Claire to Spring Gardens).
11. There are no redeployment rights back to positions/titles, which the functions have been, deleted (e.g., apprentice positions). Rationale: filling of apprentice positions are subject to budgetary restraints, so there is no point redeploying an employee into an apprentice position when it will be immediately declared redundant.
12. Return to Entry Job Function
 - first Job Function within the Work Area where employee finished a probationary period
 - for redeployment purposes only, can only be redeployed back to the entry Job

Function, and not previously held "positions".

In the following examples, the employee's entry Job Function is underlined:

- a) Hired as a temporary employee in a limited-term Station Cleaner position; moved to be a probationary employee in an established Office Cleaner position; moved and became a permanent employee in an established Garage Cleaner position at Anderson Garage days.
- b) Hired as a temporary employee in a limited-term Station Cleaner position; moved to be a temporary employee in a limited-term Service Lane Attendant
13. When there is more than one employee being redeployed into or within a Job Function, choice of shifts, locations, and days off shall be given in order of Job Function Time in the resulting Job Function.

Example:

Three mechanics are being redeployed into the afternoon shift as a Journeyman 1 Auto Mechanic (AM). Two are currently Journeyman 1 (AM)'s and the third is currently a Journeyman 2 (AM). The three employees' Job Function Times as a Journeyman 1 (AM) are as follows:

EMPLOYEE	CURRENT JOB FUNCTION	JFT FOR J1 AM
A	J1 AM	75-01-01
B	J1 AM	80-01-01
C	J1 AM	85-01-01

The three Journeyman 1 (Auto Mechanic) afternoon positions that are available are as follows:

- Position 1 - Victoria Park, Sunday/Monday off
- Position 2 - Anderson Garage, Saturday/Sunday off
- Position 3 - Spring Gardens, Saturday/Sunday off

Employee A is allowed to choose from the 3 positions first followed by Employee B and C.

Definitions:

1. Job Function
 - MAINTENANCE WORK AREA - a grouping of jobs in which the duties are identical, or the grouping of jobs within a designated group. SEE APPENDIX A.
 - OFFICE WORK AREA - a grouping of jobs in which the duties are identical, identical PAQs are applicable, classifications are identical, incumbents are interchangeable (e.g., Payroll Clerks regardless of which group of employees are

looked after; Maintenance Control Clerks regardless of what type of materials are looked after). SEE APPENDIX B.

- used for movement of personnel, redeployment/layoff, vacation selection for Maintenance.

2. Seniority

- Clause 112.06 - seniority is defined as length of time in a Work Area: Operations, Maintenance, and Office.
- used for movement of personnel, redeployment/layoff and vacation selection for Office Work Area.

TO DETERMINE SENIORITY ORDER FOR EMPLOYEES STARTING WORK ON THE SAME DAY (FOR OFFICE AND MAINTENANCE WORK AREAS), I.E., TIE-BREAKERS:

- EMPLOYEES WITH THE HIGHER WORK AREA SENIORITY SINCE LAST DATE OF HIRE
- EMPLOYEES WITH THE MOST TIME IN OTHER ATU WORK AREAS SINCE LAST DATE OF HIRE
- EMPLOYEES WITH THE MOST TIME IN OTHER CITY WORK SINCE LAST DATE OF HIRE
- LOWEST PAYROLL NUMBER (CURRENTLY USED IN FSD MAINTENANCE AND CT MAINTENANCE)

TO DETERMINE SENIORITY ORDER FOR EMPLOYEES STARTING WORK ON THE SAME DAY (FOR OPERATIONS WORK AREA):

- EMPLOYEES PRESENTLY COVERED BY THE ATU LOCAL 583 AGREEMENT AND EMPLOYED BY THE CITY OF CALGARY (note: a random computer sort will be done if more than one trainee falls within this category);
- A RANDOM COMPUTER SORT WILL BE DONE ON THE REMAINDER OF THE TRAINEE CLASS.

3. Job Function Time (to replace "current unbroken length of time")

- current unbroken length of time in the Job Function
- Clauses 112.05, 401.02, and 501.02
- used for movement of personnel, redeployment/layoff, vacation selection for the Maintenance Work Area, and forced movement under Clause 112.07.

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