

2014 - 2015
COLLECTIVE AGREEMENT

between



and

The Amalgamated Transit Union
Local 1374



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Collective Agreement

- between -

THE CITY OF RED DEER

a municipal corporation in the Province of Alberta, hereinafter referred to as 'The City'

- of the first part -

- and -

THE AMALGAMATED TRANSIT UNION, LOCAL 1374

hereinafter referred to as 'the Union'

- of the second part -

DURATION: January 01, 2014 to December 31, 2015

COLLECTIVE AGREEMENT ADMINISTRATION

ARTICLE 1.0 TERM OF AGREEMENT

- 1.01 This agreement shall be effective as and from the date of signing, except as specifically provided in the Hourly Rate Schedule.
- 1.02 This Agreement shall remain in full force and effect until December 31, 2015, and thereafter from year to year, unless and until either party shall have given to the other party, not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding December 31, 2015, or any succeeding 31st of December thereafter, notice in writing requiring the other party to the Agreement to commence collective bargaining.

ARTICLE 2.0 PURPOSE OF AGREEMENT

- 2.01 The purpose of this Agreement is:
- I. To maintain a harmonious and co-operative relationship between The City and the Employees covered by the Union's certificate (hereinafter referred to as 'Employees').
 - II. To provide an amicable method of settling differences or grievances which may arise between The City and the Employees.
 - III. To promote the mutual interest of The City and the Employees.

ARTICLE 3.0 MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management and direction of the working force are fixed exclusively in The City and, without restricting the generality of the foregoing; the Union acknowledges that except to the extent to which these rights have been specifically abrogated by the terms of this Agreement, it is the exclusive function of The City to:
- I. In a reasonable and fair manner maintain order and efficiency.
 - II. Hire, promote, demote, classify, transfer and rehire Employees, and to discipline or discharge any Employee provided that a claim by an Employee that they have been discharged or disciplined without proper and sufficient cause may be the subject of a grievance and dealt with as provided in this Agreement.
 - III. Make, enforce and alter, from time to time, rules and regulations provided that such rules and regulations are not inconsistent with this Agreement and further provided that consultation with the Union shall take place prior to implementation of any significant changes.
 - IV. Determine the nature and type of services to be provided by The City, the methods and techniques of work, the content of jobs, work schedules, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with The City, provided such actions are not inconsistent with the terms of this agreement.

ARTICLE 4.0 UNION RECOGNITION AND CHECK OFF**Union Sole Agent**

- 4.01 The City recognizes this Union as the sole bargaining agent for all Employees covered by Certificate No. 15-90 as granted by the Labour Relations Board for the Province of Alberta.
- 4.02 The City agrees not to bargain collectively with any other labour organization affecting employees covered by the Certification mentioned in Article 4.01.

Rights of Union Officers

- 4.03 No Union activity, other than grievance handling as permitted in Article 5.0 or negotiations and/or meetings involving both The City and the Union, shall take place on City property without prior approval of the Transit Supervisor concerned.
- 4.04 Union officers shall not suffer any loss in pay when they attend grievance, disciplinary or negotiations meetings held during working hours provided that no more than three (3) Representatives shall be paid by The City while attending negotiation meetings, two (2) Representatives shall be paid by The City while attending grievance meetings, and no more than one (1) Representative will be paid by The City for disciplinary meetings. Additional representation may be requested by the Union provided that there is no disruption to service or scheduling and at the Union's cost.
- 4.05 Two (2) Union Representatives shall be paid by The City while attending sign-ups.

Membership and Check Off

- 4.06 Employees, as a condition of employment, will be required to pay the specified Union dues whether they are members of the Union or not. They shall have the right to become members of the Union by applying for membership and by paying the required initiation fee.
- 4.07 The Union agrees to notify the Employer, in writing and signed by the proper officers of the Union, of any change to the amount of Union dues.
- 4.08 The Employer agrees to deduct from all Employees on a monthly basis the prescribed Union dues and to pay this amount to the Union within fifteen (15) calendar days of the deduction date. Upon obtaining the technological capability, The City will forward a monthly electronic file containing the union dues check off list, in a format to be agreed upon by the parties.
- 4.09 The Employer agrees to deduct from all members of the Union all assessments and fines upon receiving written request from the Financial Secretary Treasurer of the Union in accordance with the authorization originally submitted.
- 4.10 The City agrees to provide the Financial Secretary Treasurer of ATU Local 1374 with the following via email:
- i. Letters of discipline, discharge and lay off
 - ii. Information regarding employee resignations
 - iii. A semi-annual report that provides the names, addresses and phone numbers of the employees of Red Deer Transit.

ARTICLE 5.0 JOINT LABOUR/MANAGEMENT MEETINGS

- 5.01 A Joint Labour/Management meeting will be held at a minimum quarterly or as required. There shall be no loss of regular pay for attendance at these meetings.

GENERAL CONDITIONS

ARTICLE 6.0 DEFINITIONS

Definitions of Positions

- 6.01 'Permanent full-time position' means a position which has been approved by the Employer as being permanent and requires the usual daily or weekly hours of work.
- 6.02 'Permanent part-time position' is one which has been approved by the Employer as being permanent and requires less than the usual daily or weekly hours of work.
- 6.03 'Temporary position' is one which has been established by the Employer as being temporary due to the finite duration of the position, after which time the employee in the position would be terminated.

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- 6.04 'Casual Position' is a position to allow for substituting while employees are on sick leave, leave of absence, vacation, or in peak work periods to temporarily relieve a work overload situation.

Definitions/Status of Employees

- 6.05 'Permanent full-time employee' means an individual who has been appointed to a permanent full-time position.
- 6.06 'Permanent part-time employee' means an individual who has been appointed to a permanent part-time position.
- 6.07 'Probationary employee' means an individual who has been appointed to a permanent position but who has not completed the prescribed probationary period.
- 6.08 'Temporary employee' is an individual who is being employed in a position established by the employer as a temporary position.
- 6.09 'Casual Employee' is an employee who is being employed in a position established by the Employer as a casual position. A Casual employee does not accrue seniority, is not entitled to benefits, does not have a guarantee of hours and is not required to be available for any specific number of hours. Work will only be distributed to Casual employees when Permanent Full-time and Permanent Part-time employees are not available.

Definitions of Classifications

- 6.10 'Bus Operator' means the person responsible for operating a conventional public transit vehicle.
- 6.11 'Action Bus Operator' means the person responsible for operating a Transit Action Bus (Para-Transit Service)
- 6.12 'Transit Service Bay Supervisor' means a person who services and cleans Transit Vehicles and provides daily supervision of Transit Service Persons.
- 6.13 'Transit Service Person' means a person who services and cleans Transit Vehicles and carries out related service bay maintenance.
- 6.14 'Transit Dispatcher' means a person who ensures the daily complement of staffing and equipment is supplied to Transit Operations.
- 6.15 'Transit Facilities and Infrastructure Coordinator' means a person who arranges and/or carries out minor facility maintenance and maintains supply inventory and electronic systems.
- 6.16 'Action Bus Dispatcher' means a person who takes bookings and dispatches service trips to Transit Action Bus (Para-Transit) operations.
- 6.17 'Transit Training Officer' means a person who coordinates and provides training to all staff.

Definitions of Bus Operators

- 6.18 'Permanent full-time Operator' means an individual who signs a regular run or receives a guarantee of hours commensurate with the conditions of this agreement.
- 6.19 'Permanent part-time Operator' means an individual who receives work from the spare board but whose hours are not guaranteed.
- 6.20 'Regular Signed-Up Operator' means a full-time operator who, during a major sign-up, signs a regular signed-up run as set out in Article 16.0.
- 6.21 'Spare Operator' means a full-time operator who, during a major sign up, does not sign a regular signed-up run for the entire duration.
- 6.22 'Temporary Operator' is a temporary employee who works hours that are not covered by permanent full-time and part-time employees.
- 6.23 'Casual Operator' is a casual employee who works hours that are not covered by permanent full-time and permanent part-time employees. A Casual employee does not accrue seniority, is not entitled to benefits, does not have a guarantee of hours and is not required to be available for any specific number of hours. Work will only be distributed to Casual employees when Permanent Full-time and Permanent Part-time employees are not available.

Definitions of Action Bus Operators

- 6.24 'Permanent full-time Action Bus Operator' means an individual who receives a guarantee of hours commensurate with the conditions of this agreement.
- 6.25 'Permanent part-time Action Bus Operator' means an individual who works up to eighty (80) hours bi-weekly and whose hours are not guaranteed.
- 6.26 'Casual Action Bus Operator' is a temporary employee with no guarantee of hours.

ARTICLE 7.0 PROBATIONARY PERIOD

- 7.01 The probationary period is to evaluate the newly-hired employee for the purpose of attaining permanent status or continuance of employment in a temporary/casual position. All newly hired employees shall be on probation for the first six (6) months from their date of hire. Training will be considered as being part of the probationary period. During the probationary period the employee shall be entitled to all the applicable rights and benefits of the Collective Agreement. However, all newly hired employees may be terminated at any time during the probationary period provided the provisions of the Employment Standards Code are followed. The probationary period will be extended by the length of any absence from work greater than ten (10) working days.

ARTICLE 8.0 DISCRIMINATION

- 8.01 The Employer and the Union agree that the workplace will remain free from all forms of harassment and discrimination prohibited by applicable laws and City policies.
- 8.02 The principle of equal pay for equal work shall apply regardless of sex.

ARTICLE 9.0 DISCIPLINE, DISMISSAL AND TERMINATION

- 9.01 Except for just cause, when the Department terminates the employment of a probationary Employee or a permanent Employee, such Employee shall be given notice or paid, in accordance with the Alberta Employment Standards Act.
- 9.02 Where a meeting to impose discipline is scheduled, an employee shall be given sufficient notice to arrange for Union representation to accompany them if they so desire. In the event the employee declines union representation, the employee will sign a union waiver form at the meeting confirming their decision to waive union representation. A copy of the waiver form will be emailed to the ATU 1374 Financial Secretary Treasurer.
- 9.03 All Employees shall have the right to review the entire contents of their personnel file held in the Human Resources Department. All requests shall require an appointment to be made with a minimum of twenty-four (24) hours notice through a representative of Human Resources.
- 9.04 Letters confirming disciplinary action of a written warning, or suspension of five (5) days or less, shall be sealed within the employee's file two (2) years after the date of the incident provided there are no incidents of a similar nature within that two (2) year period. All other letters confirming disciplinary action shall be sealed within the employee's file five (5) years after the incident provided there are no incidents of a similar nature within that five (5) year period.
- 9.05 Employees shall be paid the regular rate of pay for each one-half (1/2) hour or portion thereof if called in by management during their time off in regard to complaints or accidents.
- 9.06 A permanent or probationary Employee who desires to sever their employment shall give two (2) weeks' notice to The City.

ARTICLE 10.0 GRIEVANCE AND ARBITRATION

- 10.01
- i. An employee who feels they have a grievance may first take the matter up with their exempt supervisor. If they are not satisfied with the resolution they may refer the matter to the employee's Shop Steward. If the Union considers the grievance to be just, a written grievance may be initiated and submitted in accordance with the provisions of this Article. Once a grievance has been submitted in writing by a representative of the Union, The City will not endeavour to settle the grievance directly with the employee.
 - ii. Any discussions between an exempt supervisor as well as Steps 1 and 2 of the grievance procedure are conducted without prejudice to the position of either party in an effort to resolve the issue as informally as possible.
 - iii. No grievance handling shall take place on City property or during working hours except where both parties or the exempt supervisors are represented. All Employees shall give their notice of their intended absence to the exempt supervisor prior to attending such meetings.
- 10.02 It is the mutual desire of The City and the Union that grievances are resolved as quickly as possible and therefore timelines are prescribed for this purpose. Timelines and procedures contained in this Article are mandatory but may be extended by mutual agreement in writing between the parties. Failure to pursue a grievance within the prescribed timelines and in accordance with the prescribed procedures will result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion will advance the grievance to the next step. Grievances so advanced will be subject to timelines as if a reply had been made on the last allowable day of the preceding step in the procedure.
- 10.03 All grievances will be submitted by the Union within ten (10) working days of the date of occurrence or the date the employee ought to have reasonably known of the occurrence giving rise to the grievance, to the Transit Operations Superintendent or their designate. The Superintendent receiving the grievance will sign and date the grievance acknowledging receipt and provide a copy to the Shop Steward.
- 10.04 A policy grievance or a group grievance will be submitted directly to Step 2, to the Transit Manager in the case of the Union filing the grievance, or directly to the President Business Agent of ATU Local 1374 in the case of The City filing a grievance.
- Step 1:**
- 10.05 The Superintendent or designate will convene a meeting to hear the grievance within ten (10) working days of the grievance being submitted. The grievor and the shop steward(s) will attend the meeting along with the exempt supervisor and/or designate(s).
- 10.06 The Superintendent or their designate will render their decision in writing to the shop steward within ten (10) working days following the meeting.

Step 2:

- 10.07 If the matter has not been resolved at Step 1, the Union may advance the grievance to the Transit Manager or their designate within ten (10) working days of the Step 1 decision.
- 10.08 The Transit Manager or their designate will convene a meeting to hear the grievance within ten (10) working days of the grievance being advanced. The grievor and the shop steward(s) will attend the meeting along with the Superintendent and/or their designate(s).
- 10.09 The Transit Manager or their designate will render their decision in writing to the shop steward within ten (10) working days following the meeting.

Step 3:

- 10.10 If the matter has not been resolved at Step 2, the Union may advance the grievance to the Director of Community Services or their designate within ten (10) working days of the Step 2 decision.
- 10.11 The Director of Community Services or their designate will convene a meeting to hear the grievance within ten (10) working days of the grievance being advanced. The grievor and the shop steward(s) will attend the meeting along with the Transit Manager and/or their designate(s).
- 10.12 The Director of Community Services or their designate will render their decision in writing to the shop steward within ten (10) working days following the meeting.

Step 4:

- 10.13 If the matter has not been resolved at Step 3, the Union may advance the grievance to the City Manager or their designate within ten (10) working days of the Step 3 decision.
- 10.14 The City Manager or their designate will convene a meeting to hear the grievance within ten (10) working days of the grievance being advanced. The grievor and the Union Representative(s) will attend the meeting along with Representatives of The City.
- 10.15 The City Manager or their designate will render their decision in writing to the Union within ten (10) working days following the meeting.

Step 5 - Arbitration:

- 10.16 In the event the grievance has not been satisfactorily resolved at Step 4, either party within Thirty (30) calendar days from the date a decision is rendered by The City Manager or their designate, may refer the matter to binding arbitration by a single arbitrator by serving notice to the other party in writing along with the names of at least three (3) Arbitrators proposed to arbitrate.
- 10.17 If it is not possible to mutually select an arbitrator, either party may apply to the Minister of Labour of Alberta who shall then appoint an arbitrator.

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- 10.18 Subject to mutual agreement between The City and the Union, arbitration proceedings, as herein provided, may be carried out using a board of arbitration. One (1) arbitrator or nominee to be chosen by The City and one (1) by the Union. The two (2) arbitrators or nominees so appointed must select a chairperson for the board. If it is not possible between the two arbitrators or nominees to select a chairperson in this way, then the Minister of Labour of Alberta shall name the chairperson.
- 10.19 The board of arbitration or single arbitrator, as the case shall be, shall not make any decision which is inconsistent with the provisions of this Agreement, nor add to, detract from, or in any manner alter or amend any part of this Agreement.
- 10.20 Each party shall bear the expense of its nominee. The parties shall jointly share the expense of the chairperson or the arbitrator, in case of a single arbitrator.
- 10.21 Where an Arbitrator or Board of Arbitration, as the case shall be, determines that an Employee has been discharged or otherwise disciplined by The City for cause, and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator or Board of Arbitration as the case shall be, may substitute such other penalty for the discharge or discipline as it deems just and reasonable in all circumstances.
- 10.22 All grievances shall receive fair, just, and speedy consideration by all concerned within the prescribed timelines.
- 10.23 All grievances and disputes shall be settled finally and conclusively by the grievance and arbitration procedure described in this section without interference with or stoppage of work.
- 10.24 In instances where a timeline is due and falls on a weekend or statutory holiday as outlined in this agreement it is agreed between the parties that the timeline shall extend to the next regular business day.

ARTICLE 11.0 PROMOTIONS AND TRANSFERS

- 11.01 When a vacancy occurs in a permanent position, coming within the jurisdiction of the Union, notice of the vacancy shall be posted on all department notice boards for five (5) consecutive working days and a copy of the vacancy notice shall be forwarded to the Sub Local Union Recording Secretary.
- 11.02 Promotions and Employee changes within the same classifications covered by this agreement shall be made from the permanent Employees. Where there are no documented disciplinary or documented attendance issues seniority shall govern.
- 11.03 To be considered for promotions and Employee changes to other classifications covered by this agreement, an employee must apply by the closing date specified and where qualifications, performance and ability are equal, seniority shall govern.
- 11.04 In the event there are no suitable internal applicants, The City may post and fill job openings externally.

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- 11.05 When an Employee transfers or is promoted to a different classification, they shall be placed on trial for a period of six (6) months. Upon completion of such period the appointment shall become permanent. Should the employee prove unsatisfactory during the said trial period in this position, or finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority or previous wage or salary. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority or previous wage or salary.

ARTICLE 12.0 OTHER EMPLOYEE CHANGES

- 12.01 When a vacancy occurs in a Transit position outside the scope of this Agreement, current Employees shall, upon application, receive consideration according to their suitability and qualifications.

ARTICLE 13.0 LAYOFF AND RECALL

- 13.01 When it is necessary to reduce the number of Employees, the least senior Employee in each classification shall be the first laid off. The City will endeavour to give a notice of ten (10) working days before layoff. Seniority, eligibility for leaves, vacation accrual rate, holiday entitlements, sick accrual balance, current rate increment, and benefit waiting period status will be maintained for twelve (12) months from day of layoff and previously-accumulated seniority will be used as the basis for recall.
- 13.02 When an Employee has been promoted to a position within the Union's jurisdiction and such position is affected by reduction of Employees, the Employee so promoted shall be reduced to the position and rank from which they were last promoted in preference to being laid off.
- 13.03 If staff of the Department is increased, Employees who had been laid off solely by reason of previous reduction shall, if available, be re-engaged according to their seniority standing. Seniority, eligibility for leaves, vacation accrual rate, holiday entitlements, sick accrual balance, current rate increment, and benefit waiting period status will be lost if the employee fails to report within fourteen (14) days of recall notice. Employees shall keep their Department and the Human Resources Department apprised of their current address. Employees who, during the period of layoff, have secured other temporary employment, will be permitted up to an additional seven (7) days to report.
- 13.04 In the event of a layoff, no part-time employees will be retained in that classification in preference to full-time employees.
- 13.05 Permanent full-time operators laid off shall be placed on the top of the permanent part-time seniority list and have first choice of any available work. They shall also retain seniority over permanent part-time employees within their classification regardless of their date of commencement.
- 13.06 Should these employees continue to work beyond the twelve month recall (Article 13.01) and remain on the permanent part-time list, they shall fill any permanent full-time positions that become vacant and available in their permanent full-time order.

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- 13.07 Employees who are laid off and choose to bypass the permanent part-time list by accepting the layoff, and thereafter have not been recalled for service within the twelve (12) months from the date of such layoff, shall cease to be Employees of The City and their names shall be removed from the seniority list.

ARTICLE 14.0 SPECIAL PLACEMENTS

- 14.01 Whenever possible The City agrees to place, within or outside the Department, a permanent Employee who is either unable to carry out their regular duties because of health reasons. It is understood this may require the co-operation of other civic departments and unions where the new position is outside the jurisdiction of Local 1374.

ARTICLE 15.0 SENIORITY

- 15.01 Establishment of seniority in a classification shall commence from the date of entry into that classification.

As of January 1, 2007, the seniority for newly hired Bus Operators shall commence on the date that training is completed. If there is more than one Operator in a class or classes of trainees, that have completed their training and are ready to enter active service, a seniority draw shall be held in the presence of the Sub Local Chairperson or designate Union Officer. The draw shall be made by placing the names of all students in a "hat" and then the first name picked shall receive 1st seniority and so on.

There shall be a separate seniority list for full-time and part-time Bus Operators. The full-time seniority date shall be the date the Operator was awarded a permanent full-time position as a Bus Operator.

- 15.02 When Employees, for any reason, change classifications, they will start at the bottom of the seniority list in their new classification. The seniority accumulated during the trial period in Article 11.05 will be applied to either their previous classification should they revert, or to their new classification upon successful completion of the trial period. Once completed the seniority in their previous classification shall be frozen at the number of years, months and days earned prior to the change in classification.
- 15.03 Any Employee temporarily promoted or transferred to a position within The City service outside the jurisdiction of this Agreement may, upon payment of Union dues or a lesser amount satisfactory to the Union, retain their seniority rights to return to any classification covered by this Agreement for a period not to exceed six (6) months from date of promotion or transfer.
- 15.04 Any Employee who has accumulated seniority in more than one classification (as per Article 15.02 above) can use that seniority to bump into a previous classification should the Employee be laid off. In order to bump in, there must be a junior Employee with less seniority than the amount that had been accumulated and frozen by the Employee served with the layoff notice.

WORKING CONDITIONS

ARTICLE 16.0 REGULAR SIGNED-UP OPERATORS

- 16.01 The regular hours of work shall be eight (8) hours per day, five (5) days per week.
- 16.02 Regular runs shall be a minimum of seven and one-half hours (7.5) to a maximum of eight (8) hours per day. These regular runs may consist of one piece of work or two or more pieces of work per day, but the Operator shall have two days off per week.
- 16.03 Regular runs will have a minimum of eight (8) consecutive hours of off-duty time between the last piece of work on one day and the first piece of work the next.

ARTICLE 17.0 SPARE BOARD OPERATORS

- 17.01 The list of Spare Board Operators shall be kept to a minimum consistent with efficiency. No additional Spare Board Operators will be hired unless there are sufficient hours available on a regular basis to meet the minimum bi-weekly guarantee of seventy-five (75) hours.
- 17.02 All signed-up runs available to the Spare Board for more than one week shall be put on a seniority bid to the current operators on the Spare Board. If no Spare Board Operators are available, Part-time Operators may bid on open runs. The successful Operator for this bid shall be considered to be a regular signed-up Operator on that run until the end of the vacancy period.
- 17.03 Work for Spare Board Operators shall be assigned on a daily basis according to seniority. Spare Board Operators cannot refuse additional work that is assigned up to eighty (80) hours bi-weekly.
- 17.04 All work, excluding signed-up runs, shall be deemed to be spare board work. Signed-up runs that become open for one (1) week or less shall be filled under Article 17.03. All runs open for a period of more than one (1) week (Sunday to Saturday) shall be filled under Article 17.02.
- 17.05 If a statutory holiday falls within a week, that holiday shall be considered a regular workday for that run and the days off not changed. This clause only applies to runs filled under Article 17.02.
- 17.06 Assigned work will have a minimum of eight (8) consecutive hours of off-duty time between the last piece of work on one day and the first piece of work on the next.

ARTICLE 18.0 SPARE OPERATOR GUARANTEE

- 18.01 Spare Board Operators will be guaranteed seventy-five (75) hours bi-weekly.
- Spare Board Operators will receive their work up to eighty (80) hours bi-weekly, in order of seniority.

When all Spare Board Operators have worked eighty (80) hours bi-weekly, any additional work assigned to them will be divided as equally as practicable, consistent with the safe operation of the system.

This guarantee is to be computed without including overtime hours, provided such Spare Board Operators are available for work for ten (10) days in each bi-weekly period.

Spare Board Operators shall receive four (4) days off in a bi-weekly period. The City will endeavour to ensure that Spare Board Operators receive two of their days off consecutively in a bi-weekly period when possible.

- 18.02 In the event of absence through illness, WCB, vacation, or other approved leave with or without pay, the guarantee will be reduced by prorating on the basis of the relationship of the number of days of absence incurred to the total number of working days in the pay period.

ARTICLE 19.0 SIGN-UPS

- 19.01 Sign-ups shall take place between four (4) and eight (8) times per year. Upon completing the sign-up sheet, a copy will be given to representatives of the Sub Local ninety-six (96) hours before posting. The Sub Local officers will consult with The City if issues are found within the sign-up sheets in the ninety-six (96) hours prior to posting. The sign-up is to be posted not less than seven (7) days (Saturdays and Sundays excluded) prior to the commencement of the sign-up process. A seniority list will be posted with each sign-up.
- 19.02 All permanent full-time Operators will be included in the sign-up.
- 19.03 If an Operator is not able to attend a sign-up, a written choice sheet must be submitted prior to 9:00 a.m. on the day of the sign-up. Failure to provide a properly completed bid or choice sheet within the allotted time will result in the Operator being bypassed and then assigned by the Senior Transit Dispatcher, in consultation with the Union to an open run in order of seniority at the conclusion of the sign-up. A properly completed bid or choice sheet is one that includes a minimum of five (5) to eight (8) choices at an Operator's seniority level. The Operator concerned will be bound by the run selected until the next sign-up.
- 19.04 Preference of runs shall belong to the Operators having the greatest seniority as an Operator with the Red Deer Transit System.
- 19.05 Operators unable to perform full duties shall not be permitted to sign a run or Spare Board. When they are returning to work in partial capacity they will receive work from Spare Board as assigned. Once full return medical clearance is provided, they shall be placed on the sign-up, onto a run held by a part-time Operator, or Spare Board according to their seniority should there be no available runs.
- 19.06 When the number of runs left open is equal or greater to the number of available Operators to sign up, no additional Operators will be permitted to sign on the Spare Board. Notwithstanding, a minimum of two (2) Spare Board positions will be available at every sign-up.

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- 19.07 Operators on WCB or EDSP, upon receiving medical clearance to assume full duties, may then exercise seniority rights to bid on a position in the next sign-up. Full duties must begin on the start date of that sign-up.
- 19.08 At the completion of the sign-up, Part-time Operators may bid on open runs (not Spare Board). Part-time Operators will be displaced by Operators with Full-time status returning to full duties from WCB or EDSP. This will result in the affected Part-time Bus Operator reverting to Part-time status.
- 19.09 In all instances The City's decision will be final.

ARTICLE 20.0 SHIFT TRADES

- 20.01 All shift trades will be documented and will require Transit Administration approval.
- If employee X is scheduled to work but trades with employee Y, employee X gets paid for those hours.
- However, documentation would indicate that employee Y actually worked for employee X.
- 20.02 The City will be saved harmless on shift changes.
- 20.03 The City will not be held financially responsible for shift trades between members.

ARTICLE 21.0 PLANNED TRAINING SESSIONS

- 21.01 Planned training session schedules will be posted with the sign-up when practical. Operators will be given a minimum of two weeks' notice of a change to their signed work in order to accommodate training. Operators may appeal changes to their signed work for good and sufficient reasons to the Transit Manager or their designate.

ARTICLE 22.0 FAIL TO REPORT - WORK SCHEDULING STATUS

- 22.01 When a permanent full-time (regular or spare board) Operator fails to report for work, they may be placed on the bottom of the spare board list to receive any unassigned work for the balance of the day.
- 22.02 When a permanent part-time operator fails to report to work, they may be assigned other work if operationally required.
- 22.03 When a permanent full-time (regular, spare board, or action bus) Operator fails to report for work, the bi-weekly 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

BENEFITS

ARTICLE 23.0 ANNUAL VACATIONS

Vacation Entitlement and Usage

- 23.01 Permanent Employees shall be entitled to:
- i. Three (3) weeks of vacation at evaluated rate of pay after one (1) year of service and for each subsequent year of service up to and including the eighth (8th) year of service.
 - ii. Four (4) weeks of vacation at evaluated rate of pay in the ninth (9th) year and each subsequent year of service up to and including the fifteenth (15th) year of service.
 - iii. Five (5) weeks of vacation at evaluated rate of pay in the sixteenth (16th) year and each subsequent year of service up to and including the twenty-fourth (24th) year of service.
 - iv. Six (6) weeks of vacation at evaluated rate of pay in the twenty-fifth (25th) year and each subsequent year of service up.
- 23.02 Vacation may be taken in weekly blocks or daily increments. For the purpose of daily vacation, it is agreed that each week of vacation can be split into five (5) daily vacation days. Daily vacation will not be a component of the bidding process. Daily vacation cannot be taken on a regular day off. Daily vacation requests will be considered with a maximum of six (6) weeks and minimum fourteen (14) days' notice prior to the dates requested subject to the approval of the Transit Supervisor or their delegate. Employees requesting same will receive a response within seven (7) working days.
- 23.03 Vacation for Full-time Employees will be accrued on an actual-hours-worked basis and paid on an average-day-worked. Permanent Part-time Employees will receive vacation entitlements on the same basis as full-time Employees, but proportionate to their hours of work.
- 23.04 Vacation pay on termination shall be calculated on the basis of the number of days of vacation earned but not expended under this Agreement.
- 23.05 Subject to approval by the Transit Manager, Employees may be allowed to carry over vacation entitlement past one (1) anniversary date. The maximum carryover shall not exceed one (1) week in any given vacation period.

Vacation Selection

- 23.06 Subject to The City's requirements, all permanent full-time employees shall be entitled to select the period of their annual vacation. Those employees must have earned the vacation requested prior to it being taken.
- 23.07 Permanent full-time Operators and Action Bus Operators shall choose their vacation in accordance with the following rules.
- i. Sign up for vacation for bidding purposes will be completed by March 1st of each year for the next twelve (12) months of annual vacation.
 - ii. Operators and Action Bus Operators bidding into prime time restricted periods (July, August, Spring Break and Christmas two-week holiday season) will rotate to the bottom of the rotation list.
 - iii. Operators and Action Bus Operators who do not bid into prime time periods will retain their position on the rotation list. Operators and Action Bus Operators who continually pass up their bid for prime time periods will retain their position on the rotation list.
 - iv. Operators and Action Bus Operators will qualify for a position on the rotation list when they have completed one (1) full year as an Operator or Action Bus Operator of the Department as of March 1st of any year, at which time they will be placed on the bottom of the rotation list.
 - v. Operators and Action Bus Operators will be permitted to sign annual vacation according to seniority to a maximum of three (3) weeks' vacation in any prime vacation period.
 - vi. Under no circumstances will bumping be permitted.
 - vii. Once vacations have been bid no changes will be allowed, except in the following circumstances:
 - Bereavement reasons (see Article 27.13)
 - For serious illness prior to vacation or during vacation if the illness requires hospitalization of more than twenty-four (24) consecutive hours. In all cases, suitable medical documentation must be provided.

Vacation Bids

- 23.08 Bidding for the first and second go around will be completed between January 15th and March 1st of each year.

First Go Around

- 23.09 The rotation bid for the restricted periods of July, August, Christmas two-week holiday season and Spring Break only shall be completed on the first go around. Splitting of vacation during the restricted period, or between restricted periods, will not be allowed.

Second Go Around

- 23.10 Any periods that may be left open in the restricted period, plus the balance of the year, will be bid on a straight seniority basis (second go around). Any periods bid in the restricted periods on a straight seniority basis (second go around) shall not affect an Employee retaining their rotation rights for future bidding in the restricted periods.
- 23.11 If Operators or Action Bus Operators wish to bid their vacations under the split provision, they may bid either one (1), two (2) or three (3) periods on the straight seniority bid (second go around). If they choose to bid only one (1) or two (2) periods, they may do so; however, the remaining periods will then only be bid after all Operators or Action Bus Operators have completed their first straight seniority bid (second go around).
- 23.12 After March 15th the vacation bid sheet showing filled and open vacation periods will be posted. Operators or Action Bus Operators may then claim open periods, with a minimum of 14 days' notice on first-come basis without regard to seniority.

Part-time Operator's and Part-time Action Bus Operator's Vacation

- 23.13 Subject to The City's requirements, permanent part-time operators and permanent part-time Action Bus Operators may apply for prepaid vacation time on a separate sign up for periods of up to three weeks. There will be one bid based on seniority. Thereafter, with a minimum of 14 days' notice choice based on a first-come basis without regard to seniority.

ARTICLE 24.0 HOLIDAYS

- 24.01 Probationary and permanent Employees who have performed work for The City on thirty (30) work days in the previous twelve (12) months shall receive the following holidays without loss of regular pay provided they work their scheduled shift immediately preceding, during, and immediately following the holiday, or are on approved leave of ten (10) working days or less duration.

Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26)
Civic Holiday in August	New Year's Day
Labour Day	

And all holidays proclaimed or adopted by The City of Red Deer and/or the Province of Alberta.

- 24.02 In lieu of Easter Monday, eligible Employees shall receive holiday pay as per Article 24.04.
- 24.03 In lieu of one-half (1/2) day leave for either Christmas Eve or New Year's Eve, eligible Employees shall *receive four (4) hours of holiday pay. All employees will be prorated using the same calculation as in Article 24.04, then divide by two (2) for the one-half (1/2) day lieu time). *Hours to be paid during the New Year's Eve pay period.

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- 24.04 For all employees holiday pay for holidays shall be calculated on the basis of their normal hourly rate times the number of regular hours worked over the previous two (2) pay periods divided by twenty (20). Permanent full-time Employees whose current daily scheduled hours are greater than their calculated hours shall receive pay based on their scheduled hours.
- 24.05 Statutory holidays are not included in vacation period; that is to say, if a statutory holiday occurs during the vacation period, that day shall be shown as statutory holiday pay and another day of vacation shall be taken at a mutually-agreeable date.
- 24.06 When a holiday falls on an Employee's day off, they shall receive a day's pay in lieu of the time that they would have had off.
- 24.07 If a holiday covered under Article 24.01 falls on an Employee's regular working day and they work, they shall be entitled to double (2x) time for each hour worked plus their entitlement in lieu of the time off.
- 24.08 If a holiday covered under Article 24.01 falls on an Employee's regular working day and they do not work, there shall be no deductions from their regular pay.
- 24.09 Hours worked on a Statutory Holiday will be considered a working day and will be included in the calculation of the bi-weekly guarantee.

ARTICLE 25.0 SICK LEAVE

- 25.01 All permanent full-time Employees shall accumulate sick leave after three (3) months of service at the rate of one (1) day per month. Eligible Employees working less than eighty (80) hours will accumulate sick leave based on their actual hours worked. Eligible employees will be entitled to sick leave pay on the basis of the number of hours the employee was scheduled or would have been scheduled to work. Part-time Employees who have averaged a minimum of twenty (20) hours per week over a two (2) month period become eligible for sick leave.
- 25.02 No Employee may have more than eighty (80) days of sick leave to their credit.
- 25.03 When employees have sufficient accrued time, they are paid 100% of their regular earnings up to six (6) casual sick leave incidents. After six (6) leave incidents, employees are reduced to 90% of their regular earnings for each additional sick leave incidents for the rest of the payroll year.
- 25.04 An incident is defined as an occurrence of sick time separated by days at work. Employee Disability Support Plan Incidents or medically documented ongoing condition absences, family leave, and medical appointments would not be counted as incidents.
- 25.05 All Employees shall, not less than sixty (60) minutes prior to the commencement of their scheduled a.m. shift, notify dispatch that they will be unable to report for work due to sickness. All Employees shall, not less than two (2) hours prior to commencement of all other shifts, notify dispatch that they will be unable to report for work due to sickness.
- 25.06 In the case of an Employee on the a.m. shift being sick, they shall report their intended return to the Transit Dispatcher by 1:00 p.m. on the working day previous to

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- the one on which they will return. In the case of an Employee on the p.m. shift being sick, they shall report by 10:00 a.m. on the same day that they will be back to work.
- 25.07 Management may request a medical certificate (prior to the Employee returning to work): a) for an absence of more than three (3) days, b) for any incidents of absence beyond four (4) in a calendar year or c) when misuse of sick leave is suspected.
- 25.08 Failure by an Employee to comply with the requirements of Articles 25.05 or 25.06 or 25.07 may result in the Employee losing entitlement to pay for the absence.
- 25.09 Failure by management to comply with the requirements of Article 25.07 bars the Employer from any action against the Employee for that absence.
- 25.10 Any sick leave standing to the credit of an Employee laid off shall remain to their credit for a period not exceeding twelve (12) months.
- 25.11 During any period of layoff the Employee shall not be entitled to any sick leave with pay.
- 25.12 The City's obligation in granting of accumulated sick leave shall cease immediately when an Employee is separated from The City's employment for any reason other than layoff.
- 25.13 The City shall provide an Employee Disability Support Plan benefit to permanent full-time employees of Red Deer Transit.
- 25.14 To be eligible to draw coverage from the Employee Disability Support Plan, a permanent full-time employee must have been sick for more than ten (10) working days and used their own sick leave to cover said days. If a permanent full-time employee does not have ten (10) days of accumulated sick leave to their credit, they must wait the remaining days of the waiting period before receiving benefits from the Employee Disability support plan.
- 25.15 Employees suffering from an addiction problem who are actively engaged in an Employer recognized treatment program shall be eligible for coverage from the Employee Disability Support Plan while absent and may receive benefits until fit to return to modified or regular duties.

ARTICLE 26.0 OCCUPATIONAL SICKNESS AND ACCIDENT

- 26.01 When an employee is unable to work as a result of a compensable illness or accident that occurs in the course of their work, they shall be covered under the Workers' Compensation Act.
- 26.02 Should an employee not receive direct payment in time of a payday, The City will pay the employee a substitute cheque.
- 26.03 The City will continue to pay the Employer's share of all applicable benefits (Pension, Group Life Insurance, and Medical and Dental).
- 26.04 While on Workers' Compensation the employee must make arrangements to pay their share of all benefits.

ARTICLE 27.0 LEAVES OF ABSENCE

General Leaves of Absence

- 27.01 Any Employee desiring a leave of absence(s) must apply, in writing, for same to the Department. There shall be no accumulation of service-related benefits and no access to disability benefits during leaves of absence which exceed fourteen (14) calendar days. Employees granted a leave of absence(s) without pay in excess of fourteen (14) calendar days shall make arrangements through the Human Resources Department to pay both The City and Employee portion of applicable benefit premiums before their leave of absence commences. Vacation allotments must be used first.
- 27.02 Any Employee wishing to appeal the refusal of such application must do so, in writing, to The City Manager through the proper officials of the Union, and such notice of appeal shall be in the hands of The City Manager no later than fifteen (15) days from the date of refusal, failing which the appeal will not be considered. The City Manager's decision will be final.
- 27.03 Leave of absence will be granted only insofar as the operation of the Department will permit, and the period of absence shall not exceed three (3) months. This may be extended by mutual agreement between The City and the Union.
- 27.04 On the return from such leave of absence an Employee shall be entitled to their former position.
- 27.05 Requests for extension of leave of absence shall be made, in writing, to the Transit Supervisor. In extenuating circumstances, application may be made verbally providing it is confirmed, in writing, within five (5) days. If such authorization is not received and the Employee has not returned to work at the expiration of their authorized leave, the Employee shall be considered to have terminated their service with The City.
- 27.06 Employees taking other employment while on leave of absence, unless authorized by The City Manager to do so, shall be considered to have terminated their service with The City.

Absent without Approval

- 27.07 When an employee overstays any leave of absence without permission, they shall be deemed to have forfeited their position with The City of Red Deer unless, in the opinion of the Transit Supervisor, such overstay was justifiable.

Leave of Absence for Union Purposes

- 27.08 When it is necessary for the Union to make application for an Employee for leave of absence on Union business, such application shall be in the hands of the Department not less than two (2) weeks prior to the leave of absence being required unless otherwise approved by the Department. The application shall contain the names of the Union members for whom leave is required. Not more than two (2) Employees may be granted such leave of absence at any one time.

- 27.09 An Employee who is elected or selected for a full-time position with the Union or any body with whom the Union is affiliated may be granted leave of absence without loss of seniority.
- 27.10 Such leave will be reviewed for any necessary changes to the terms between the Employer and the Union, and may be renewed each term, on request, during their term of office. The Employer shall be reimbursed by the Union for all benefits associated with the period of leave and pay for any such leave will be borne by the Union directly.
- 27.11 Prior to the end of the leave of absence to perform a full-time Union position, should the Employee desire to return to work the Employee will have the right to exercise their seniority rights in obtaining a position for which they are qualified.

Family Leave

- 27.12 Benefit eligible full-time employees may be granted, after requesting from their Exempt Supervisor, leave with pay to be drawn from their personal sick leave accumulation up to forty (40) hours in a payroll year where care is required for an immediate family member during illness, surgery, convalescence, or to visit an immediate family member who has a critical illness.

Benefit eligible part-time employees may be granted, after requesting from their Exempt Supervisor, leave with pay to be drawn from their personal sick leave accumulation up to twenty (20) hours in a payroll year where care is required for an immediate family member during illness, surgery, convalescence, or to visit an immediate family member who has a critical illness.

Before such leave is granted, the Employee must provide an explanation of the need for such leave.

Bereavement Leave

- 27.13 To carry out responsibilities incurred by the demise of an immediate member of the Employee's family, Employees shall be granted three (3) consecutive working days' leave with pay and, in addition, up to two (2) working days for travelling time at the discretion of the Transit Superintendent. The Transit Superintendent, at their discretion, may grant a permanent Employee's request for the leave on non-consecutive days.

"Immediate family member" means: Father, Mother, Legal Guardian, Father-in-law, Mother-in-law, Brother, Sister, Brother-in-law, Sister-in-law, legally recognized spouse, legally recognized children, Son-in-law, Daughter-in-law, Grandchildren, Grandparents.

When the employee can demonstrate a close relationship with another relative who is not an immediate family member, the Transit Superintendent can consider the relative an immediate family member for purposes of this clause.

Funeral Leave

- 27.14 In each twelve (12) month period up to eight (8) hours leave of absence with pay to attend funerals may be permitted at the discretion of the Transit Supervisor.

Additional Leave

- 27.15 All additional requests for the purposes listed in Articles 27.12 and 27.13 shall be at the discretion of the Transit Manager.

Employee Medical and Dental Appointments

- 27.16 Where practical, benefit eligible Employees are expected to arrange for medical and dental appointments outside of “normal” work hours (i.e. After hours, off shift, days off, lunch breaks, etc.). Where this is not practical, the Employee can request time off work which would be deducted from available sick leave. Leaves for these appointments only apply to the Employee.

Military Service

- 27.17 When a leave of absence is granted for military service, it is agreed that the terms of such leave will be in accordance with the Federal Government of Canada regulations and any regulations passed by The City of Red Deer relative to City pension and group insurance contributions.

Maternity, Parental, and Attending Leave

- 27.18 Employees covered by this agreement will be able to access the various forms of Parenting Leave (i.e., Maternity, Parental, and Attending) in accordance with The City of Red Deer Administrative Policy on Parenting Leave (in effect November, 2001).

Jury Duty

- 27.19 It is agreed that when an Employee is subpoenaed for jury duty or as a witness, they shall suffer no loss of salary. When an Employee is served with a subpoena for jury duty they shall advise the Transit Manager in writing. Should their absence for jury duty create a hardship on the department, the Transit Manager may notify the judge of such and ask that the Employee be excused.
- 27.20 An Employee who is instructed, in writing, by The City to attend Court inquests or other investigations, or is subpoenaed in reference to accidents or other acts which occurred while on duty, will be paid all necessary actual expenses in connection with their attendance and will be compensated for loss of work provided that an Employee receiving compensation as set out above will remit to The City any witness or Court fee, expenses, or other remuneration received by them from others.
- 27.21 This provision includes a request from an officer of the court or other peace officer to participate in a line up.

ARTICLE 28.0 CONTRIBUTIONS

28.01 If the employee is benefit eligible, the employees' share of benefit premiums shall be paid through payroll deductions.

ARTICLE 29.0 PENSION

29.01 The City and the Employee shall each pay their share of the premium to the present pension plan or to any future plan mutually agreed to by both parties.

ARTICLE 30.0 RETIREMENT ALLOWANCE

30.01 On retirement to City pension upon reaching age eligibility and after fifteen (15) years of service, employees shall receive one (1) day of vacation for each year of service.

ARTICLE 31.0 LIFE INSURANCE

31.01 The City shall pay the full premium costs of a Group Life Insurance Plan in respect of the first \$25,000 of coverage and the Employee shall pay for premium costs on coverage over \$25,000. Coverage shall be twice the Employee's annual regular salary.

ARTICLE 32.0 SUPPLEMENTARY MEDICAL

32.01 The City shall pay the full premium costs of the Blue Cross Supplementary Medical Plan or any other plan mutually agreed to by both parties.

ARTICLE 33.0 DENTAL INSURANCE

33.01 The City shall pay the full payment costs of the dental plan providing Employee reimbursement as per the dental plan schedule.

ARTICLE 34.0 BENEFIT COST SHARING

34.01 Reductions of premium costs resulting from changes in legislation shall accrue to The City and the Employee in the proportions specified in the applicable clause.

34.02 Part-time Employees who have completed three (3) months of service and averaged a minimum of twenty (20) hours per week over a two (2) month period are eligible for Group Life, Pension, Supplementary Medical and Dental insurance on a pro-rated cost sharing basis.

ARTICLE 35.0 UNIFORM AND PROPERTY ISSUE

35.01 The City shall issue and require staff to wear uniform clothing and other related items for the purpose of identification and to maintain a consistent, business-like appearance. Uniform clothing items are to be worn in the performance of Transit duties. The use of non-issue clothing as a substitute for issue clothing will not be permitted.

The first complete uniform shall be issued to the required staff after they pass the initial training. Thereafter; for all required staff, The City will credit the employee 300 points in January of each year to be used at their discretion, for any parts of a uniform stipulated in The City's uniform policy per the following table of point values:

#	Item	Points for each Item	Total Points
1	3 Season Jacket	125	125
1	Spring/Fall Windbreaker Style Jacket	50	50
1	Rain Gear (Optional)	100	100
1	Winter Parka	75	75
6	Shirts or Blouses (SS or LS)	20	20
2	Sweaters or Vest	30	30
4	Trousers/Pants/Shorts	50	50
1	Flashlight	10	10
1	Tie	5	5
1	Summer Cap	5	5
1	Winter Cap	5	5
1	Transfer Punch (available once upon completion of training)	Free	Free
1	Holster	5	5

Rain Gear will be provided only to Action Bus Operator classification due to the nature of their work. Other Operators may use their points to purchase the rain gear.

Batteries will be supplied for flashlights by the Employer.

Additional items may be purchased at current cost which may change from time to time. Uniform entitlements are not cumulative and must be used within two (2) years from date of issue.

35.02 The Employee is responsible to maintain uniform clothing and other items in a state of cleanliness and good repair; only items that are worn out may be returned. Fair wear and tear will be determined by the Transit Supervisor or designate.

35.03 Tailoring costs will be paid by the department at time of issue only. In exceptional circumstances, the Transit Supervisor or designate may approve other tailoring costs.

35.04 All clothing and other items issued are the property of the Transit Department. Uniform clothing and other items to be replaced will be returned to the Department before replacement items are issued. Upon termination, all issued uniform clothing and items will be returned to the Department.

ARTICLE 36.0 SAFETY FOOTWEAR ALLOWANCE

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- 36.01 The City will reimburse, upon receipt, the Service Bay Supervisor, Service Person, and Transit Facilities and Infrastructure Coordinator up to \$125 towards the cost of CSA approved footwear. Based on need, this will be available twice a year.
- 36.02 The City will reimburse, upon receipt, Action Bus Operators up to \$125 towards the cost of pre-approved slip resistant footwear based on need, once per calendar year.

ARTICLE 37.0 TRANSPORTATION

- 37.01 Free transportation over the Employer's system will be granted to all Employees of the Red Deer Transit System and retired Transit Department Employees on City pension. Each employee shall be issued a transit pass/ID picture card.

GENERAL BENEFITS

ARTICLE 38.0 INSTRUCTIONAL COURSES

- 38.01 The City agrees to pay the full cost of any course of instruction required by The City for an Employee to become better qualified to do their job. Such payment will be made upon successful completion of the course provided that regular progress reports are submitted.

ARTICLE 39.0 LEGAL ASSISTANCE

- 39.01 All reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to any Employee covered by this Agreement arising out of such Employee's actions while carrying out their normal work duties will be paid by The City provided such actions do not, in the opinion of The City Solicitor, constitute a gross disregard or neglect of their duty. Notwithstanding the foregoing, should an Employee be found guilty of a criminal charge, The City shall not be liable for any expense in relation to the Employee's defense on that charge or related charges.

ARTICLE 40.0 DRIVER'S LICENSE MEDICAL

- 40.01 The City will pay up to \$125 towards an Employee's Operating License Medical when the Employee presents a signed and dated receipt from a Doctor's office.

EMPLOYEE RESPONSIBILITY

ARTICLE 41.0 PROTECTION OF PROPERTY

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- 41.01 The Employee shall, at all times, protect the property of the Employer from injury at their own hand and at the hands of others when in their power to do so; and, in handling of equipment of all kinds shall use their best judgement and put forth every effort to prevent injury to the property or persons of the travelling public and the Employees of this department.

ARTICLE 42.0 CONDUCT

- 42.01 Employees shall conduct themselves in a professional manner and be courteous to passengers, travelling public, and co-workers and shall work at all times in the best interest of The City. They shall strictly comply with all rules and regulations affecting the Department; The City of Red Deer's RISE (Respect, Integrity, Service and Excellence) Values, and shall obey all orders from their supervisor, except in cases where there is an apparent danger to life and property. The Employee shall carry out all instructions subject to the usual right to grieve.

REMUNERATION

ARTICLE 43.0 SALARIES AND WAGES

- 43.01 Salaries and wages for all classifications covered by this Agreement shall be as prescribed in the Hourly Rates of Pay Schedule. Nothing in this Agreement shall be deemed to restrict the rights of The City to pay all or any persons in any classification or schedule a higher rate of pay than that specified.

ARTICLE 44.0 RECLASSIFICATION

- 44.01 When a new position is created for which there is no classification, the classification and salary range shall be established by The City and the Union shall be notified of the new classification and pay range without delay.
- 44.02 Pay rates of new classifications and reclassified positions shall be effective from the date the new job was filled or a written request for reclassification was submitted to the Department by the Union.
- 44.03 Should the Union not agree to decisions under Article 44.01 it may request, in writing, a meeting between its Negotiating Committee and The City Manager giving reasons for the disagreement. Such request shall be in the hands of The City Manager no later than fifteen (15) days from the date of receipt by the Union of the decision, failing which the decision will stand.

ARTICLE 45.0 MINIMUM GUARANTEE AND CALLOUTS

Minimum Guarantee

- 45.01 An Operator who has 'signed up' for pieces of work shall be guaranteed a minimum

of two and one-half (2-1/2) hours of regular pay for the first piece worked in any calendar day and two (2) hours for any subsequent pieces during that calendar day.

- 45.02 An Operator who is required to work 'unsigned for' pieces of work shall be guaranteed a minimum of two and one-half (2-1/2) hours of regular pay for the first piece of work in a calendar day and two (2) hours of regular pay for each subsequent piece of work during that calendar day.
- 45.03 Where an Operator is assigned work in more than one piece in a calendar day, and such pieces of work are within one hour or less of the other, such work shall be considered continuous. This provision shall not apply to pieces of work exceeding 0.5 hours (30 minutes) of overtime in the day.
- 45.04 A regular signed-up Operator agreeing to perform work either before or after but separate from their regular shift, shall be paid overtime for all work performed with a minimum of two (2) hours' overtime pay.
- 45.05 Overtime shall apply over eight (8) hours when work related duties or other circumstances cause an operator to continue on their shift over their prescribed finishing time. In this case overtime shall be paid to the next decimal point or six (6) minute interval.

Callouts

- 45.06 An Operator shall be deemed to have been called out if they are requested to come to the work site that day to perform any piece of work.
- 45.07 In every case where an employee agrees to perform a piece of work which commences prior to 9:00 a.m. with less than three (3) hours' notice, they shall be paid a minimum of three (3) hours' regular pay.

ARTICLE 46.0 OVERTIME

- 46.01 Where an Employee works in excess of eight (8) hours on their scheduled working day or in excess of forty (40) hours in one (1) week, they shall be paid two times (2x) their regular rate of pay for each excess hour or portion thereof to the next decimal point or six (6) minute interval.
- 46.02 Where an Employee works on their regular day off, they shall receive two times (2x) their regular rate of pay for all hours worked with a minimum of three (3) hours.
- 46.03 No Employee shall take time off in lieu of overtime worked.
- 46.04 At each sign-up a full-time employee will be required to identify their desire to work OT for that sign-up period. The Employer will then assign overtime through a rotational list based on seniority when overtime is required through the sign-up

period. Any full-time employee who makes themselves unavailable shall move to the bottom of the rotation. In the event there are not enough volunteers, overtime shall be assigned by reverse seniority.

- 46.05 If an Employee works into overtime, they will remain in overtime until they have eight (8) hours off duty.
- 46.06 A regular signed-up Operator agreeing to perform work either before or after but separate from their regular shift, shall be paid overtime for all work performed with a minimum of two (2) hours' overtime pay.

ARTICLE 47.0 SHIFT DIFFERENTIALS AND PREMIUMS

- 47.01 Upon ratification a differential of \$1.10 per hour will be applied to all regular hours worked after 6 p.m. and before 6 a.m. and on all hours worked on Saturdays. Effective January 4, 2015 a differential of \$1.20 per hour will be applied.
- 47.02 All hours performed on Sundays shall be paid at a rate equal to 1.25 times the applicable rate.

Spread Pay

- 47.03 Any Operator with spread time over nine (9) hours shall be compensated with spread pay of forty-five cents (\$.45) per hour for those hours in excess of nine (9) hours.
- 47.04 An Operator who works a shift which extends the length of their work day beyond twelve (12) hours shall be paid the applicable overtime rate for all work which is performed after the twelve (12) hour spread.

Training Pay

- 47.05 When assigned by Management, Employees assessing and training employees will be paid 106% of their applicable hourly rate.

Senior Assignment Pay

- 47.06 Employees performing senior assignment roles will be paid in accordance with the rates of pay as outlined on the Hourly Rates of Pay Schedule.
- 47.07 Senior Assignment premiums will not be subject to the limitation of premiums as outlines in Article 47.08.

Stacking Premiums

- 47.08 In instances where more than one (1) premium is provided for work performed an employee shall only be paid one (1) premium (where the premiums are equal) or the greatest of the premiums (where the premiums are not equal). A premium shall not

be compounded by the application of another premium in determining the rate of pay to be paid to an employee.

ARTICLE 48.0 MEETINGS

- 48.01 Work Expectations and Review – Such meetings will be scheduled immediately before or after the Employee’s shift, or as near to there as possible. Employees shall be paid the regular rate of pay for the first one-half (1/2) hour or portion thereof and increments of point one (.1) hour thereafter.
- 48.02 General, Planning, Communication or Information Sharing Meetings –Employees shall be paid the regular rate of pay for the first one (1) hour or portion thereof and increments of point one (.1) hour thereafter. Attendance is voluntary at these meetings.
- 48.03 Safety Meetings –Employees shall be paid the regular rate of pay for the first one (1) hour or portion thereof and increments of point one (.1) hour thereafter.
- 48.04 Committee Meetings – Participation and attendance on general committees is voluntary. The employee shall suffer no loss of regular pay as a result of their participation.

ARTICLE 49.0 STANDBY PAY

- 49.01 When Supervisory staff are required to remain on standby (i.e. carrying a cellular phone, ready to be called in) they shall be paid two dollars per hour (\$2/hr) for the hours they are scheduled to be on standby.

ARTICLE 50.0 APPLICATION OF THE PAY SCALE

- 50.01 A newly hired or promoted bus operator, action bus operator, transit facilities and infrastructure coordinator, or transit service person, shall be paid the probationary rate of 90% of the top rate of pay (100%) for the prescribed probationary period and the maximum rate (100%) upon satisfactory completion of the probationary period.

ARTICLE 51.0 PAY DAYS

- 51.01 All Employees shall have their pay directly deposited to an account of the Employee's choice in a bank or other financial institution every second Friday. It is understood that pay will be for all time indicated up to the previous Saturday. An Employee's pay will be deposited no later than 12:01 p.m. on the Friday. The City will provide a minimum of one hour notice if there is a problem with the deposit so that the employee can make special arrangements. At The City's discretion cheques may be issued to employees.

ARTICLE 52.0 CHARTERS

- 52.01 Spare Board Operators will be assigned to charters as part of and within their guaranteed hours of work. Permanent Part Time Action Bus Operators will be assigned charters in order of seniority, and as equally as possible.

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- 52.02 When the hours worked by the Spare Board Operator are such that an available charter will extend the Operator's hours into overtime, the charter will be assigned to the next available Operator whose hours would not require overtime on a charter.
- 52.03 When all available Operators' hours are such that a charter would require overtime, the charter will be assigned to the Operator with the least hours on that day; for Action Bus Operators the charter will be assigned to the Operator with the least number of hours that day, week, or the two week period.
- 52.04 Operators on charters will receive full pay for driving hours and standby when the driver and bus are required to wait at a specified location. Operators will receive their normal rate of pay for waiting time on charters when the charter does not exceed twenty-four (24) hours.
- 52.05 On charters which do not return to the starting point within twenty-four (24) hours, actual time on duty shall be allowed on the first (1st) day. On each succeeding day, except the last day, they shall be paid either a minimum of eight (8) hours' pay or actual hours worked, whichever is greater. The last day actual driving time will be paid if the trip is completed before 2:00 p.m. or a minimum of eight (8) hours if completed after 2:00 p.m.
- 52.06 On overnight charters accommodation and necessary expenses will be paid.

ARTICLE 53.0 TRAVEL/REPORT TIME

- 53.01 Where the point of termination of a run is different from the point of commencement of the run, and any makeup time included in the run is insufficient to cover actual time spent on a coach returning to the commencement point, the excess shall be paid as travel time.
- 53.02 When an Operator is required to report for duty prior to the start of the run, in order to prepare their vehicle for active service, ten (10) minutes shall be paid as report time.
- 53.03 All travel/report time shall be paid at regular hourly rates as it is not considered working time. This article does not apply to overtime call-outs or any overtime distributed through the overtime process.
- 53.04 The City of Red Deer Transit Department will provide 10 minutes from the start of an Action Bus Operator's shift to the start of their trip schedule, and 10 minutes after the end of the Action Bus Operator's trip schedule and before the end of their shift to allow the Action Bus Operator to complete the following tasks:
- I. Pre-trip preparation including vehicle and equipment inspection and review of trip schedule.
 - II. Post-trip fuelling, fluid checks, returning to the garage, securing the vehicle and finalizing the daily deposit.

ARTICLE 54.0 CONTINUED WORK WITHOUT A BREAK AND SPLIT SHIFT INCONVENIENCE ALLOWANCE

- 54.01 All permanent full-time and part-time Bus Operators shall receive, because of continued work without a break, an amount equivalent to forty-five (45) hours straight

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- time wages computed at the applicable rates.
- 54.02 The amount is *prorated according to the Operator's actual hours at work (including vacation time taken) in a calendar year, based upon 2080 hours (excluding overtime hours) according to the following formula:
- $$\frac{\text{*Actual hours worked} \times 45}{2080}$$
- 54.03 Actual hours at work will not include hours on EDSP/Sick Plan, Worker's Compensation, leave of absence, union leave or suspensions without pay.
- 54.04 This payment shall be paid on the first pay date in December.

ARTICLE 55.0 ACTION BUS REST PERIODS

- 55.01 The parties acknowledge that trip cancellations, same day bookings or alterations can require some same day flexibility in order to match the trips to the Action Bus Operator scheduled breaks. Action Bus Operator rest periods depend on their scheduled hours of work for the day.
- 55.02 Rest periods may be altered after the start of the shift by:
- i. Delaying the start of the rest period by up to 20 minutes after the designated start of the rest period, without changing the end time of the rest period, and paying for the encroachment into the rest period at overtime rates, or
 - ii. Delaying the start of the rest period by up to 20 minutes and extending the time for the rest period to end by the same amount, without overtime consequence.
 - iii. Option (ii) may only be used where the revised trip schedule for the balance of the day can be completed between the revised break end time and the driver's scheduled finish time.
- 55.03 Where it is necessary to deliver effective and efficient customer service, an operator may be asked to end their break early by up to 20 minutes to pick up a customer. If this occurs then the operator will be paid overtime rates for that encroachment.
- 55.04 The Employer will allow sufficient travel time from the last customer drop off location prior to the Action Bus Operators' break to the next customer pick up location at the end of the break period.

COLLECTIVE AGREEMENT SIGNING PAGE

Signed this 28 day of April, 2014, in the city of Red Deer, Alberta.

The City of Red Deer



City Clerk

The Amalgamated Transit Union



Hourly Rates of Pay

Effective: January 1, 2014 thru January 3, 2015

<u>Job Code</u>	<u>Job Classification</u>	<u>Step 1 Rate</u>	<u>Step 2 Rate</u>
TRDSP	Senior Transit Dispatcher	\$34.01 120% Bus Operator	
TROF	Transit Training Officer	\$34.01 120% Bus Operator	
DISPT	Transit Dispatcher	\$32.59 115% Bus Operator	
INSPT	Acting Operations Supervisor	\$32.59 115% Bus Operator	
BSOP	Bus Operator	\$25.51 90% Probationary Rate	\$28.34 6 mos
ABDS	Action Bus Dispatcher	\$31.17 110% Action Bus Operator	
ABSO	Action Bus Operator	\$25.51 90% Probationary Rate	\$28.34 6 mos
TSMP	Transit Facilities & Infrastructure Coordinator	\$26.45 90% Probationary Rate for 6 Months	\$29.39 120% Transit Service Person
TRBS	Transit Service Bay Supervisor	\$28.17 115% Transit Service Person	
BSCL	Transit Service Person	\$22.04 90% Probationary Rate	\$24.49 6 mos

Hourly Rates of Pay

Effective: January 4, 2015 thru December 31, 2015

Job Code	Job Classification	Step 1 Rate	Step 2 Rate
TRDSP	Senior Transit Dispatcher	\$34.69 120% Bus Operator	
TROF	Transit Training Officer	\$34.69 120% Bus Operator	
DISPT	Transit Dispatcher	\$33.24 115% Bus Operator	
INSPT	Acting Operations Supervisor	\$33.24 115% Bus Operator	
BSOP	Bus Operator	\$26.02 90% Probationary Rate	\$28.91 6 mos
ABDS	Action Bus Dispatcher	\$31.80 110% Action Bus Operator	
ABSO	Action Bus Operator	\$26.02 90% Probationary Rate	\$28.91 6 mos
TSMP	Transit Facilities & Infrastructure Coordinator	\$26.98 90% Probationary Rate for 6 Months	\$29.98 120% Transit Service Person
TRBS	Transit Service Bay Supervisor	\$28.73 115% Transit Service Person	
BSCL	Transit Service Person	\$22.48 90% Probationary Rate	\$24.98 6 mos

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

between
The City of Red Deer
and
Local 1374 ATU
regarding

HOURS OF WORK

The City of Red Deer and ATU agree to enter into discussions regarding alternate work arrangements such as Compressed Work Weeks and flex days. These discussions to include potential agreements around extensions to regular work days and related articles of the Collective Agreement.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #2

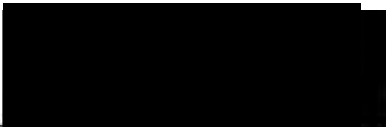
between
The City of Red Deer
and
Local 1374 ATU
regarding

ELECTRONIC TECHNOLOGY AND VIDEO SURVEILLANCE

The City of Red Deer believes that the installation of surveillance cameras is a critical measure in improving the safety of employees, customers, and protection of City property. The City of Red Deer agrees prior to the use of video surveillance it will seek input from the Union concerning the implementation and use of electronic technology for:

- Safety and security
- Theft prevention
- Data collection to meet or improve operations
- Or as deemed to be necessary by law.

The City will discuss with the Union the communication strategies to inform employees about the technology and its use.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #3


between
The City of Red Deer
and
Local 1374 ATU
regarding

HEALTH CARE INSURANCE

If the Province legislates a return of health care premiums, the parties agree to enter into discussions concerning the premiums and/or CBA language regarding same.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #4

between
The City of Red Deer
and
Local 1374 ATU
regarding

CANCELLATION OF VACATION BIDS WITH 30 DAYS NOTICE (ARTICLE 23.07)

The City of Red Deer and ATU agree to a one-year trial, from the date of ratification, to allow cancellation of vacation bids with 30 days' notice under the following conditions:

- Employees will be required to submit, with their written cancellation request, the vacation week(s) to be taken instead. These requested week(s) must be open and available on the posted Vacation Planner. If the employee does not have vacation hours to resubmit, the employee will not be required to select an alternate week.
- Only full week(s) may be cancelled and rebooked.
- Vacation week(s) that come open due to cancellations are only available for re-bidding based on operational requirements.
- The provisions in Article 23.07 (vii) still apply.

At the conclusion of the one year trial period, either party may request a review of this Letter of Understanding which may lead to a subsequent renewal or cancellation.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #5

between
The City of Red Deer
and
Local 1374 ATU
regarding

BANKED OVERTIME

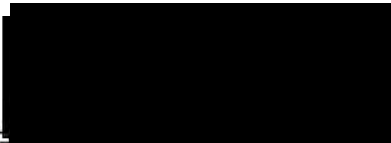
Employees will have the option to bank overtime hours up to forty (40) hours at the earned rate of pay. Any hours withdrawn may be re-banked to a maximum of forty (40) hours at the earned rate of pay. Any additional overtime worked will be paid out at the applicable overtime rate.

Banked overtime hours accumulated prior to December 1 must be:

- scheduled prior to December 1 for use prior to March 1 of the next year;
- used before the year end; or,
- be paid out.

Use of banked overtime shall be scheduled as mutually agreed between the Supervisor and the Employee. Should a dispute arise, the Transit Manager shall have the final say.

Employees may request The City in writing to pay out any portion of their banked overtime hours.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #6

between
The City of Red Deer
and
Local 1374 ATU
regarding

STATUTORY HOLIDAY WORK

Operators


- At the first sign up after ratification and at each subsequent sign up thereafter, Operators who wish to work statutory holidays will indicate agreement to do so.
- Once an employee has indicated their agreement to work a statutory holiday the work will be assigned by management in order of seniority.
- If work on a statutory holiday is declined, the operator so declining will be bypassed and the work will be offered to the next Operator on the list.
- Any statutory holiday work that is left open will be assigned in reverse seniority order to part time then to Spare Board Operators.
- Work taken on statutory holidays, where the statutory holiday falls on the Operator's scheduled day off, will not generate overtime on the sixth day of work in that week.
- Hours worked by Spare Board Operators on statutory holidays will count towards the bi-weekly guarantee.
- New hires have the right to indicate their wish to work statutory holidays at the completion of the training period.
- At the completion of each statutory holiday the list will be posted.

Action Bus Operators and Employees in Other Classifications

- After ratification Action Bus Operators and Employees in other classifications who wish to work statutory holidays will indicate agreement to do so.
- Once an employee has indicated their agreement to work a statutory holiday the work will be assigned by management in order of rotational seniority.
- Work taken on statutory holidays, where the statutory holiday falls on the Action Bus Operator's and other Employees' scheduled day off, will not generate overtime on the sixth day of work in that week.
- Action Bus Operators will be assigned any remaining open work in reverse seniority.
- For other classifications any statutory holiday work that is left open will be assigned in reverse seniority order.
- New hires have the right to indicate their wish to work statutory holidays at the completion of the training period.
- At the completion of each statutory holiday the list will be posted



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #7
between
The City of Red Deer
and
Local 1374 ATU
regarding

VACATION GRANDFATHERING

The parties agree that all existing employees with more than 24 years of continuous service upon ratification of this Collective Agreement shall be grandfathered and provided vacation entitlement as follows:

Six (6) weeks plus one (1) day for each second (2nd) year after twenty-four (24) years of continuous service. For example, after twenty-eight (28) years of continuous service; vacation entitlement would be six (6) weeks plus two (2) days.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #8
between
The City of Red Deer
and
Local 1374 ATU
regarding

CROSS TRAINING OPPORTUNITIES FOR CONVENTIONAL BUS OPERATORS

In an innovative way to fulfil operations staffing needs in our Action Bus line of business, The ATU Local 1374 and The City of Red Deer agree to provide a diverse experience and a cross training opportunity for Conventional Bus Operators to participate in a "Pilot Project" for 12 months.

1. An opportunity for 3 Conventional Bus Operators to be cross-trained in Action Bus Operations will be created, and will be treated as an assignment of work.
2. These opportunities will be made available as an expression of interest among the Bus Operators on an as needed basis.
3. In order to be successful for this assignment of work, an employee must meet the eligibility criteria of Article 12.03.
4. Each Operator will be trained on Action Bus duties and responsibilities, and must pass such training to continue the assignment.
5. From time to time refresher training may be required if time has lapsed since last operating an Action Bus.
6. By accepting an assignment of work to Action Bus no Bus Operator shall suffer any loss in hours or wages, and shall not exceed the daily or weekly maximum hours in both job combined.
7. Bus Operators will not lose any seniority for accepting the assignment, but will be required to be available to work all shifts, days or evenings, including weekends and holidays as scheduled.

Management reserves the right to amend, changes, or alter the terms of the Pilot, and either party may cancel the pilot by providing 30 days written notice. Should the Pilot Program prove successful the parties may review the renewal of the program from year to year.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #9
between
The City of Red Deer
and
Local 1374 ATU
regarding

TRANSIT EFFICIENCIES COMMITMENT TO DIALOGUE

The City of Red Deer through the introduction of new systems in 2014 will gather statistical data through 2014 into 2015 in an effort to review and assess its needs from a shift scheduling and runs perspective, endeavouring to see how that will affect Transit Operations, taking into consideration the full time and part time employee schedules. The City further agrees to communicate and seek input from the union bi-monthly on how to achieve these efficiencies in an effort to sustain good Labour/Management Relations.



For The City of Red Deer



For Local 1374 ATU

LETTER OF UNDERSTANDING #10
between
The City of Red Deer
and
Local 1374 ATU
regarding

UNIFORM AND PROPERTY ISSUE

The City of Red Deer agrees to the replacement of the three (3) season jacket, spring/fall windbreaker and winter parka with a three (3) way jacket. It is agreed that this will not increase the annual allotment of points (300) per calendar year and will only be issued when the employee has enough points in the clothing bank.

The City agrees to consult with the Union in the selection of the replacement jacket.



For The City of Red Deer



For Local 1374 ATU