

AGREEMENT

BETWEEN

THE AMALGAMATED TRANSIT UNION
LOCAL #987

AND

THE CITY OF LETHBRIDGE

January 1, 2015 – December 31, 2018

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THIS AGREEMENT made on the _____ day of _____

BETWEEN THE

CITY OF LETHBRIDGE

being the Party of the First Part hereinafter called the "Employer"

- and -

THE AMALGAMATED TRANSIT UNION LOCAL #987

being the Party of the Second Part hereinafter called the "Union".

1.00 DEFINITIONS

In this agreement:

- 1.01 "Employer" means the City of Lethbridge.
- 1.02 "Employee" means a person employed by the City of Lethbridge in the Transit Department.
- 1.03 It is understood that where working days are referred to in this agreement, it means the working days of the employee concerned, unless otherwise specified, not including annual vacation.
- 1.04 Permanent Fulltime Employee – is defined as an employee who has applied for and has been hired by the Employer to fill a posted permanent fulltime position with a minimum guarantee of eighty (80) hours bi-weekly and is entitled to benefits.
- 1.05 Permanent Part-time Employee – is defined as an employee who has applied for and has been hired by the Employer to fill a posted permanent part-time position with a minimum guarantee of less than eighty (80) hours bi-weekly and is entitled to benefits.
- 1.06 Probationary Period –
 - (a) All newly hired **Permanent Full Time and Permanent Part time** employees will be on probation for a period of six (6) months from the date of hire. At the end of three (3) months, the Employer will advise the employee of any deficiencies in their performance and abilities. Employees must successfully complete their probationary period. The probationary period may be extended or waived by mutual agreement between the City and the Union with such extension not to exceed an additional six (6) months.

(b) All newly hired School Bus Operators and Standby School Bus Operators will be on probation for a period of twelve (12) calendar months or three hundred and fifty (350) hours (whichever comes first) from the date of hire. At the end of six (6) months, the Employer will advise the employee of any deficiencies in their performances and abilities. Employees must successfully complete their probationary period.

(c)The Manager may terminate the employee's employment at any time during the probationary period without notice and without recourse to the grievance procedure where, in the sole judgment of the Manager, the employee is determined to be unsuitable for employment with the Employer.

(d)Upon completion of the probationary period, an employee's seniority shall date from the original date of employment.

1.07 School Bus Operator - the term "School Bus Operator" shall mean a non-permanent employee who is filling a position on a partial day basis with insufficient hours to qualify for employee benefits (refer to Article 34.00).

1.08 Standby School Bus Operator - the term "Standby School Bus Operator" shall mean a School Bus Operator who has not signed for a regular school bus run and is used on a call-out basis.

1.09 Charters

1.09 (a) External charter is the contracting or leasing of a bus by a party other than a public, separate or private school or division.

1.09 (b) A School Oriented charter is the contracting or leasing of a bus by a public, separate or private school or division. This will include school field trips and school team charters.(i.e. football charter)

1.10 Specials

A special is the contracting or leasing of a bus by a public, separate or private school or division that is school oriented, less than one hour in duration.

1.11 Split Shifts are shifts that contain two (2) or more pieces of work, with the first (1st) piece of work being two (2) hours or more and every piece of work thereafter, shall be one and one half (1 ½) hours or more.

1.12 Union Business means all issues and required actions related to the administration of the Local By-laws and ATU Constitution and general laws, this includes conferences, education and training.

1.13 City Business shall mean all issues and required actions relating to the administration of the Collective Agreement, participation in joint committees, and other areas of mutual concern and benefit to both parties.

1.14 Seniority

- (a) Seniority shall mean the employee's length of service for the Employer, either accumulated or consecutive commencing from the employee's initial date of hire.
- (b) For the purposes of promotion as specified in Article **14.01** of the Collective Agreement, seniority shall be applied as relevant classification seniority, departmental seniority and then Employer seniority.

1.15 Regular Hourly Rate of Pay – An employee's regular hourly rate of pay is defined as the hourly rate of pay as specified in Appendix "A" of this Collective Agreement for the classification for which the employee has been hired.

1.16 Add on – is a trip that starts within 30 minutes or less of the operator starting or completing their regular signed school bus run and takes less than an hour to complete.

1.17 Third Run – is an additional piece of route work that is outside the school bus operators signed school runs.

1.18 Additional work – is work that is not part of a regular school bus sign up. This will include add-ons, specials, charters and third runs.

2.00 TERM AND EFFECT OF AGREEMENT

2.01 Term

This agreement shall commence January 1st, **2015** and shall remain in full force until December 31, **2018**.

2.02 Notice To Commence Collective Bargaining

Either party wishing to amend this Agreement must give notice in writing of its intention not less than 60 days and not more than 120 days preceding the expiry of the term of this Agreement.

2.03 Commencement of Collective Bargaining

Unless otherwise agreed to by the parties to this Collective Agreement, negotiations pertaining to any proposed changes to the Collective Agreement must be commenced within thirty (30) calendar days of the issuance of written notice to collectively bargain.

3.00 FAILURE TO MAKE A NEW AGREEMENT

- 3.01 In the event that notice to amend the Collective Agreement has been given pursuant to Clause 2.02 and a renewal agreement is not reached prior to the current expiry date, all the terms and conditions of this Collective Agreement in accordance with the Alberta Labour Relations Code Division 21 (130) will remain in full force and effect until such time as a renewal agreement is agreed upon or a strike or lockout occurs.
- 3.02 In the event that notice to amend the Collective Agreement is not given pursuant to Clause 2.02, this Agreement will continue to be in full force and effect from year to year thereafter.
- 3.03 In the event that the parties are unable to agree on a renewal collective agreement, the issues in dispute shall be submitted to a mediator prior to the commencement of a strike or lockout action.

4.00 RIGHTS

4.01 Management Rights

The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City, with acknowledgment of the terms of this agreement.

- 4.02 The Employer recognizes the Amalgamated Transit Union Local #987 as sole bargaining agent for all employees specified in this agreement.

- 4.03 The Employer agrees not to bargain collectively with any other Labour organization affecting employees specified in this agreement.

- 4.04 No employee covered by this agreement without consultation with the Union Executive shall request or be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions of work during the term of this agreement, except if specifically provided for in this agreement.

- 4.05 Management will not do bargaining unit work unless:
- (a) There are no other employees available.
 - (b) They are required to start and test equipment.
 - (c) They are required to do so for instructional purposes.
- 4.06 The Union shall list current appointments for the **ATU Executive** ~~Union Officers~~ and shop stewards with the **Transit Manager and** Human Resources Department.
- 4.07 The Union will be allowed fifteen (15) minutes to meet with new employees for orientation purposes, with such time to be scheduled at a mutually agreeable time.**

5.00 GRIEVANCE PROCEDURE

Preamble

"Grievance" shall mean any difference concerning the interpretation, application, operation or any alleged violation of this agreement.

- 5.01 The Employer agrees to meet and deal with duly accredited officers of the Union on any grievances concerning the interpretation, application, operation or any alleged violation of this agreement.
- 5.02 The Employer and the Union agree that prior to a formal written grievance being filed by either party, the party intending to file the grievance will first meet with the duly accredited representative(s) of the other party with the intent to try and resolve the **pending** grievance. Whenever possible, this meeting will include the Employer representative from the work area in which the grievance arose. The meeting will take place within **ten (10) working days** after the parties become aware of the **pending** grievance. The Employer representative will then have **ten (10) working days** from that **meeting** date to respond to the **pending** grievance.

If after the meeting to try and resolve the **pending** grievance the parties are unable to reach an agreed to resolution to the matter, then a **formal written grievance as per Clause 5.04 may be filed**. It is agreed between the Employer and the Union that time limits for filing a grievance as specified in the Collective Agreement will commence after the initial meeting.

- 5.03 Two representatives of the Union and the Grievor may attend grievance meetings with Management without loss of pay.

- 5.04 1. Grievances shall be submitted in writing to the Transit Manager within **ten (10)** working days of the response from the informal stage of the grievance process (Clause 5.02) i.e. Monday to Friday regardless of shift assignments, in order to be considered as such, with a copy to the **Business Unit Director**, and Human Resources Consultant. The grievance shall include an outline indicating the nature of the grievance.

The Transit Manager shall meet with the grievor and the Union within ten (10) working days of the grievance being received to try and resolve the grievance and shall submit **their** decision in writing to the Union within ten (10) working days of the grievance meeting with a copy to the, **Business Unit Director** and Human Resources Consultant.

2. If the grievance is not settled by section (1) above, the Union may, within ten (10) working days after receiving the decision, submit their grievance to the **Business Unit Director** with a copy to the City Manager, **Transit Manager and Human Resources Consultant**. The **Business Unit Director** shall meet with the grievor and the Union within ten (10) working days of the grievance being received to try and resolve the grievance and shall submit a decision in writing, within ten (10) working days to the Union with copies to the City Manager, Transit Manager and Human Resources Consultant.

3. In the event the decision of the **Business Unit Director** is considered not acceptable, the Union shall, within ten (10) working days of receiving the decision, notify the Employer in writing to that effect, and advising them of the Union's intentions to refer the matter to the City Manager, or whether the Union wishes to in fact go directly from this stage to arbitration and naming the Union's nominee. Should the Union choose to grieve to the City Manager, **the City Manager** shall meet with the grievor and the Union within ten (10) working days of the grievance being received and submit a decision within ten (10) working days of the grievance meeting with copies to the Union, Transit Manager, **Business Unit Director** and Human Resources Consultant.

In the event the decision of the City Manager is considered not acceptable, the Union shall within twenty (20) working days notify the Employer in writing of the Union's intention to refer the matter to a Board of Arbitration and naming the Union's nominee. Upon receipt of such notice the Employer agrees to name its nominee within five (5) working days and so notify the Union in writing.

- 5.05 In the event of a dispute, which cannot be settled through direct negotiations between the parties it is agreed that such matter or matters shall be referred to a Board of Arbitration for final and binding settlement as hereinafter provided.
- 5.06 The two (2) nominees so appointed shall meet together within thirty (30) days of the appointment of the last, to appoint a third member as Chairman. In the event that they are unable to agree on a Chairman or in the event that either

party fails to name its arbitrator within the time prescribed herein, the Minister of Labour for the Province of Alberta shall appoint the member or Chairman.

- 5.07 Following the appointment of the Chairman, the Board shall notify the parties hereto of the time and place for the hearing of the dispute and shall allow both parties ample opportunity to present all evidence in connection with the dispute.
- 5.08 The board or a majority thereof shall render its decision in writing to both parties setting forth reasons for such decision and such decision shall be final and binding upon both parties.
- 5.09 In the event of a dispute arising out of the suspension or dismissal of a member of the Union, and the Board finding that such suspension was unjustified, the Employee shall be reinstated to **their** former position and reimbursed for all time lost, less any wages earned during the suspension, or receive whatever other remedy the Board deems appropriate under the circumstances.
- 5.10 Each party to this Agreement shall bear the cost of its own nominee and the expenses of the Chairman shall be borne equally between the parties thereof.
- 5.11 Amending of Time Limits
- a) Where time limits in this Article refer to "working days", this means Monday to Friday, excluding Saturdays, Sundays, and recognized statutory holidays.
 - b) The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties verbally, and confirmed in writing.
 - c) Requests for time limit extensions shall be copied to the Transit Manager.
- 5.12 Automatic Advancement
Failure to respond to a grievance within the time limits provided for in clause 5.04, without prior consent as allowed for in clause 5.11, shall result in the automatic advancement of the grievance to the next stage of the grievance procedure. Once advanced, the grievance shall not be returned to the previous stage.

6.00 DISCRIMINATION

6.01 Trade Union Activity

The employer agrees there shall be no discrimination, interference, restriction, or coercion, exercised or practiced, against any employee

because of their connection with trade union organizations or activities.

6.02 General Conditions

(a) The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee.

(b) Paragraph (a) does not apply with respect to discrimination based on a bona fide occupational requirement. The onus of proof for discrimination based on a bona fide occupational requirement shall be with the Employer.

6.03 Harassment

All Employees covered by this Agreement have a right to freedom from harassment in the workplace. The parties agree to jointly educate both employees and managers to prevent workplace harassment.

(a) Sexual Harassment

Definition: Unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature constitutes sexual harassment, when:

- subjection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,
- subjection to or rejection of such conduct by an individual demonstrably affects that individual's employment.

(b) Personal Harassment

Definition: Personal Harassment shall be defined as:

Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.

7.00 PAY DAYS

7.01 Wages earned will be paid every second Thursday, provided that if such date be a legal holiday, the payment shall be made on the last working day prior to such legal holiday.

7.02 Incorrect Direct Pay Deposit Statement

Should the City issue an employee with an incorrect direct pay deposit statement, the City shall make the necessary progressive repayment arrangements and/or take such internal administrative action as is necessary to correct such error at its earliest reasonable occasion.

8.00 **DUES CHECK OFF**

8.01 The Employer agrees to check off Union dues under the Rand Formula.

8.02 The City agrees to deduct from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. Deductions shall be made from each pay and remitted to the Financial Secretary Treasurer of the Union on a bi-weekly basis.

9.00 **OVERTIME**

9.01 Overtime at the rate of two (2) times the employee's regular hourly rate of pay shall be paid to all employees for work performed on their regular days off. The minimum pay for such work shall be equal to two (2) hours at two (2) times the employee's regular hourly rate of pay.

9.02 Unless otherwise specified elsewhere in this Collective Agreement, pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid to the employee for the first two (2) hours of overtime worked in excess of their eight (8) hour daily working period, or forty (40) hours per week. Pay at the rate of two (2) times the employee's regular hourly rate of pay shall be paid for all additional overtime hours.

- 9.03 (1) (a) Permanent Full-time Spareboard Operators will be given first opportunity for overtime according to seniority on their regular working day.
- (b) If the Permanent Full-time Spareboard Operators are not available, the Permanent Full time Operators who have signed the overtime list will have the choice of taking the run at the applicable overtime rate.
- (c) In the event the overtime cannot be covered by the Permanent Full time Operators, it will then be offered as overtime to the Permanent Part time Operators on spare board, then to the Permanent Part time overtime list at the applicable overtime rate.
- (d) Operator's consenting to work overtime, on a rotating seniority basis, must sign the overtime list before the effective date of a new sign up.
- (e) The P.M. Operators may accept overtime in A.M. shift.

- (2) In the event that an Operator books off for sickness or other emergency reasons, Management shall call out a Spareboard Operator according to spareboard seniority list. If the Spareboard Operator is designated to be off work, overtime shall go to the overtime list.
 - (3) (a) Overtime will be dispatched according to seniority from the last piece of work dispatched the day prior.

(b) If overtime occurs after overtime has been dispatched for the following day, the piece of overtime will be offered to the next available Operator from the last piece of overtime work dispatched the day prior.

(c) If the work comes to the Operator previously scheduled for overtime that day or the following day, the Operator will choose between the two pieces of work and the remaining piece shall be dispatched according to seniority.
- 9.04 If an employee is called out after the completion of a regular eight (8) hour run or shift, the employee shall be paid the applicable overtime rate for the time worked. The minimum pay for such overtime shall be equal to two (2) hours pay at one and one half (1-1/2) times the employee's regular rate of pay for the initial two hours and two times the employee's regular rate of pay for all time thereafter.
- 9.05 No employee shall be required to take time off in lieu of overtime worked.
- 9.06 Employees shall not be requested to change their designated days off to avoid the payment of overtime.
- 9.07 Overtime will be distributed as evenly as possible amongst the members of the Transit Department in their respective classifications. The Employer shall endeavour to keep overtime at a minimum.
- 9.08 No employee shall be required to work overtime against **their** wishes.
- 9.09 No employee will work more than eight and forty minutes (8 hours and 40 minutes) per day without a break, unless employee is agreeable.
- 9.10 A permanent employee may elect to bank overtime in lieu of payment for overtime subject to the following conditions.
- (a) the employee may bank up to a maximum of 80 hours at the applicable rate. Once an employee has banked 80 hours any subsequent overtime shall be paid at the applicable overtime rate.

- (b) the employee may use hours from the bank and reaccumulate hours in the bank to the maximum of 80 hours.
 - (c) the employee must indicate on the daily time ticket which includes the overtime, whether the overtime is to be banked.
 - (d) the employee must submit a written request for banked time off at least three (3) days prior to the requested time off. The time off must be mutually agreeable to both the employee and the Supervisor. The minimum request for time off is one-half (1/2) of a shift.
 - (e) the employee may elect to carry over any unused portion of the overtime bank to the following year, rather than be paid out the remaining balance at the applicable rate.
- 9.11 Pay at the rate of two (2) times the employee's **regular** hourly rate of pay shall be paid to Maintenance Staff for all overtime worked in excess of eight (8) hours per day or forty (40) hours per week **or in excess of the hours established by the Compressed Hours of Work Schedule.**
- 9.12 Employees who are scheduled to work six (6) or seven (7) days consecutively will be paid overtime at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for the first two (2) hours and at two (2) times the employee's regular hourly rate of pay for all hours worked commencing on the sixth (6th) consecutive day of work and continuing until completion of work on the seventh (7th) consecutive day.

10.00 STATUTORY HOLIDAYS

10.01 The following shall be considered Statutory Holidays:

New Year's Day; Family Day; Good Friday; Easter Sunday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and all general holidays proclaimed by the City of Lethbridge, the Province of Alberta, or the Dominion of Canada. No deduction in the wages of any employee shall be made on account of the above mentioned holidays occurring during regular work periods, provided the employee has worked **their** working day immediately preceding or following the holiday, unless that working day is covered under the conditions of the disability clause of this agreement or unless **they have** prior permission for leave from the Transit Manager for the day before or after the Statutory Holiday.

10.02 If a Statutory Holiday falls on an employee's day off, **they** shall be entitled to an extra days pay for same or be given a day off with pay, at the employee's option. The day off to be arranged at the mutual convenience of both parties.

The request for the day off shall be made in writing, seven (7) days prior to the date of the day to be taken off, and the employee will receive a reply in writing, within three (3) working days of the date the request was made. Days in lieu of statutory holidays may be taken up to 30 days in advance of the statutory holiday except New Year's Day.

- 10.03 If an employee is required to work on a Statutory Holiday, **they** shall be paid two and a half (2.5) times **their** regular hourly rate of pay, as covered by this Agreement, for each hour worked in addition to **their** regular day's pay for that day. The employee may elect to bank the premium pay by indicating on their time ticket pay or bank, the minimum pay for call-out to be equal to two (2) hours at premium pay.

Example: If an employee commences work at 1630 the day before the Statutory holiday and works until 2430 they will receive 7.5 hours at their regular hourly rate and 30 minutes or .50 at 2.5 times their rate.

- 10.04 If a Statutory Holiday falls on an employee's regular work day and **they do** not work, there shall be no deduction from **their** regular pay.
- 10.05 If a Statutory Holiday falls on a Spareboard Operator's regular work day and **they do** not work, the Spareboard Operator shall receive eight (8) hours pay at the Spareboard Operator's regular rate of pay.
- 10.06 The premium rates of pay specified shall be paid only to those employees who work on the actual calendar day of the Statutory Holiday.
- 10.07 If any Governmental Body whose authority is binding in these matters proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this section in which case the proclaimed holiday only shall be recognized.
- 10.08 Payment for Statutory Holidays, if not worked will be calculated at one tenth (1/10) of the total hours worked in the pay period previous to which the Statutory Holidays falls, maximum pay not to exceed eight (8) hours.
- 10.09 If a School Bus Operator works on a Statutory Holiday, **they** shall be paid two (2) times **their** regular rate of pay, plus one tenth (1/10) of the total hours worked in that pay period.

11.00 ANNUAL VACATION

11.01 All permanent employees, while remaining in the continuous regular employment of the City, shall be entitled to annual vacation leave with pay at the regular hourly rate provided that an employee entering the service after the fifteenth of any month will be considered for vacation entitlement purposes to have entered the following month.

MONTH ENTERING THE SERVICE

January	10 days
February	10 days
March	10 days
April	9 days
May	8 days
June	7 days
July	6 days
August	5 days
September	4 days
October	3 days
November	2 days
December	1 day

In the first calendar year of an employee's service, the employee shall receive no annual vacation.

In the second calendar year, the employee shall receive one day's vacation for each month worked the previous year up to a maximum of ten (10) days (see scale).

In the third and each subsequent calendar year until the employee completes the seventh (7th) calendar year, the employee shall receive three (3) weeks vacation.

In the eighth (8th) calendar year and each subsequent calendar year, the employee shall receive four (4) weeks vacation.

In the **seventeenth 17th** calendar year and each subsequent calendar year, the employee shall receive five (5) weeks vacation.

In the twenty-**fifth (25th)** calendar year, the employee shall receive six (6) weeks vacation.

***(Twenty-fifth (25th) calendar year to change to twenty-fourth (24th) calendar year on January 1st, 2016).**

11.02 Vacations to be arranged as follows:

- (a) Annual vacation must always start on Monday as day #1.
- (b) A minimum three (3) Operators at a time will be allowed annual vacation from January to the end of December, except for the peak periods of Easter, Summer (June, July and August) and Christmas. The Easter period will commence on the Monday following Easter Sunday and the Christmas period will commence on the first Monday following Christmas Eve. The Summer period will be from June 1st to August 31st

The number of Transit Operators allowed annual vacation during the specified peak periods will be as follows:

- A minimum of four (4) Operators during Easter & Christmas periods
- A minimum of six (6) Operators during the Summer period

- (c) If an expansion of blocks is required to cover vacation entitlement then such expansion will be done in accordance with the staffing model as identified in the agreed to Application Document.

11.03 When a Statutory Holiday falls within an employee's vacation period, the employee shall be entitled to a day in lieu of the Statutory Holiday with such lieu day to be arranged at the mutual convenience of both the employee and management. The employee will request the day in lieu not less than seven (7) days prior to the date on which they intend to take the lieu day. The Transit Manager or designate shall provide approval of the lieu day in writing within three (3) working days of the request being received. If a mutually acceptable date for the lieu day cannot be agreed upon, the employee will be paid for the Statutory Holiday.

11.04 (a) The Employer will post the annual vacation sign-up, signing schedule and a copy of the previous year's signing schedule **for each division** no later than September fifteenth (15th), **with the signing to be complete by October thirty-first (31)**. The employees will sign according to their scheduled date **and time**. If they fail to do so, the next person on the list may sign.

(b) The employee will sign for their vacation weeks by classification and on a rotating seniority basis with the first two employees in the Trades Classifications to sign each year reverting to the bottom of the list in inverted order for the following year.

Employees in the Non-Trades classifications will sign on a rotating seniority basis with the first one to sign each year reverting to the bottom of the list the following year.

- 11.05 (a) Transit Operators will select and sign for their annual vacation weeks in accordance with the signing schedule posted with the annual vacation sign-up commencing with the first (1st) Transit Operator listed on the signing schedule and continuing until all Transit Operators have made their selections and signed the sign-up.
- (b) Each subsequent year, the signing schedule will be adjusted by placing the top twenty-five percent (25%) of Transit Operators on the signing schedule the previous year on the bottom of the signing schedule in reverse order. This rotation process will continue from year to year.
- (c) All Transit operators who have retired or resigned from Transit since completion of the Annual Vacation signing schedule the previous year will not have their names pulled out of the rotation until after the 25 % rotation has been completed.
- (d) All newly hired Transit Operators will be added to the signing schedule after the 25% rotation and step (c) have been completed. New Operators will sign in order of hire date seniority.
- 11.06 (a) When an employee has signed for **their** vacation period and is on **their** vacation, they shall not be canceled except in case of extreme emergency.
- (b) When an employee has signed for a vacation period and the employee qualifies for sick leave or bereavement leave prior to and extending beyond the commencement date of the scheduled vacation period, there shall be no deduction from the employee's vacation credits for the period of such leave provided that evidence satisfactory to the Transit Manager has been provided.
- (c) When an employee qualifies for bereavement leave during the employee's scheduled vacation period, the vacation period so displaced shall be reinstated for use at a mutually agreeable time provided that evidence satisfactory to the Transit Manager has been provided.
- 11.07 (a) Pay to carry on at regular rates during vacation period.
- (b) Any Employee, who is placed in a higher classification shall receive the rate of that classification for hours worked. If the Employee works a total of more than five hundred and twenty (520) regular time hours in a single or higher classification during a calendar year, the Employees will have their vacation time paid at the rate of that higher classification for the following year.

- 11.08 (a) Operators who have signed vacation relief on the Operator's working signup will be allowed to sign for individual vacation weeks in order of seniority.
- (b) Once the first Vacation relief position on any new sign up has been signed by a Transit Operator there shall be no trading of annual vacation weeks for the duration of the said signup. If a situation arises that is no fault of the operator and/or considered an emergency situation, the trade may be approved after consultation with the Union Executive and Management. Management's decision will be final.
- (c) The City of Lethbridge will guarantee eighty (80) hours bi-weekly, provided the Annual Vacation Relief Operator makes **themselves** available for work.
- (d) (i) When it is necessary for the Annual Vacation Relief Operator(s) to work on the Spareboard, said Operator(s) will rotate Saturdays off with the Spareboard Operator rotation of Saturdays off.
- (ii) Days off for Annual Vacation Relief Operator(s) when on the spareboard will be arranged so as not to interfere with the regular Spareboard Operators designated days off.
- (iii) When relieving for a Spareboard Operator on Annual Vacation, the Annual Vacation Relief Operator shall be entitled to that Spareboard Operator's day off.
- (e) If an Operator's annual vacation week or weeks have been deferred due to illness or disability, and their work has been offered to and their work is being covered through the Vacant Bid system, the vacation week shall be deemed vacant and the Annual Vacation Relief Operator shall work off of the Spareboard within their seniority.
- 11.09 Employees leaving on annual vacation, who are requesting advanced pay, must do so before the pay period cut off as posted. Employees making the request will receive their pay before leaving on their annual vacation.
- 11.10 All non-permanent employees will be paid holiday pay on a bi-weekly basis.
- 11.11 Non-permanent employees with six (6) years of continuous service will receive six (6) percent holiday pay.

12.00 WORKING HOURS

- 12.01(a) Permanent full time employees will be guaranteed not less than eighty (80) hours bi-weekly, providing they have made themselves available for work. They shall not be **scheduled** for less than four (4) hours work **per day**.
- (b) Permanent part-time **Employee** positions will be guaranteed not less than forty (40) hours bi weekly, providing they have made themselves available for work. They shall not be **scheduled** for less than four (4) hours work **per day**.
- (c) Unless otherwise specified elsewhere in the Collective Agreement or agreed to between the parties all other permanent part-time positions may be guaranteed less than forty (40) hours bi-weekly.
- 12.02 All employees upon returning to full duties from an absence **not previously authorized must commence a shift in their regular or assigned position to be eligible for additional work.**
- 12.03(a) A permanent fulltime employee's work week will be Wednesday to Tuesday and will consist of a minimum of forty (40) hours per week based on eight (8) hours work per day and those hours shall be guaranteed to such employees according to their seniority. No employee shall be required to work more than five (5) days in a seven-day period, with such period to be counted from the last of the employee's two (2) days off.
- (b) An employee's hours of work shall be computed from the time they are scheduled to report to the Transit building or approved work site and continue until they have completed their scheduled hours of work for the day.
- (c) Employees shall be allowed sufficient time take out a vehicle after reporting to the Transit building, if required.
- 12.04(a) The maximum numbers of hours that can be worked per day by any employee is twelve (12) hours in thirteen (13) hour period, unless otherwise specified in this agreement. **All work performed beyond a twelve (12) hour spread from the first report of the day shall be paid as overtime.**
- (b) After discussion with the Union, work may be dispatched based on operational needs that may exceed a thirteen (13) hour spread.
- (c) Employees shall not commence a work shift unless they have been off duty for at least eight (8) consecutive hours immediately prior to commencing a work shift

12.05 Unless otherwise specified in this Collective Agreement call-out pay for employees will be a minimum of two (2) hours for the first call-out of the day and one and one half (1 1/2) hours pay for each call-out thereafter.

12.06 Refer to Article **36** for Spareboard Operators Hours of Work.

12.07 Employees who perform work in more than one classification or relief position shall not be scheduled to work more than six (6) consecutive days (including part days) without their consent.

SCHOOL BUS OPERATIONS

12.08 Working Hours

(a) Call out pay for School Bus Operators, including Standby School Bus Operators will be at a minimum of one and three-quarters (1-3/4) hours of pay for the morning and afternoon runs, one and one half (1 1/2) hours pay for **third** runs.

(b) School bus Operators, when called out to drive a special(s) will be guaranteed a minimum of one (1) hour pay.

(c) If additional school bus work becomes available, the work shall be dispatched **on a rotational basis** to the regular run Operators first, then to Standby School Bus Operators working that day.

(d) School Bus Operators who sign for regular runs will be guaranteed three and one half (3 1/2) hours per day on all days worked.

(e) In the event that part of the School Bus Operator's daily work is cancelled or if the School Bus Operator only has one (1) run, the School Bus Operator will be offered alternate work within the limits of the hours of the School Bus Operator's regular scheduled work. This alternate work could include specials, bus cleaning, etc.

(f) Should the School Bus Operator decline the alternate work the Operator's daily guarantee will be reduced accordingly.

(g) School Bus Transit Qualified Operators who have worked 2080 hours in the Transit Operator classification shall be paid the Transit Operator job rate of pay when the employee is driving a Transit bus.

(h) School Bus Operators who are Transit bus trained will receive the applicable rate of pay for all guaranteed hours as per the employee's originally scheduled Transit Qualified run but have been bumped through no fault of their own and are required to drive a yellow school bus run.

(i) School Bus Operators who are Transit bus trained but drive a school bus for charters, specials, or **third** runs will receive the School Bus operator rate of pay.

12.09 Operators will be entitled to perform up to a maximum of thirteen 13 hours of work in a fifteen (15) hour period per day.

The fifteen (15) hour period of work will commence upon the Operator's first report to work each day.

All driving and waiting time related to the **daily school runs and additional work** will be included when calculating the thirteen (13) hours of work each day.

Operators will be allowed to retain all of their daily **school** runs provided their total work time for the day does not exceed the thirteen (13) hours.

Operators will have a rest period of at least eight (8) hours from their last piece of work for the day and their first report of the following day.

12.10 In those situations where the assignment of charter work would cause the School Bus Operator to exceed the thirteen (13) hours of work per day, the School Bus Operator will be given the choice of accepting the charter work and forfeiting one or more of their school bus runs or retaining their school bus runs and forfeiting the charter work so as to stay within the thirteen (13) hours of work.

MAINTENANCE OPERATIONS

12.11 (a) Maintenance employees shall work eight (8) hours per day in nine (9), with one (1) hour off for lunch for five (5) days per week except that on Sundays and Holidays as covered in Section **10.01** of this agreement. Maintenance staff on evening and night work, shall work eight (8) consecutive hours, five (5) days per week and the paid lunch break shall not exceed twenty (20) minutes.

(b) The Union and the City agree that a Compressed Hours of Work Schedule shall be used within the Maintenance Area, with respect to the maintenance personnel. Any required changes will be agreed to by both parties prior to the changes being implemented, this will include withdrawal by either party from participation in the schedule.

13.00 DISABILITY

13.01 Permanent employees are entitled to the benefits provided through the City of Lethbridge Disability Partnership.

13.02 Occupational Disability

The Employer agrees to pay wages to permanent employees covered under this agreement, with three (3) months of continuous service, for absences caused by occupational accident coming within the terms of Workers' Compensation Act of Alberta under the following conditions:

- (i) 100% of the employee's wages for any one absence up to but not exceeding twenty six (26) weeks.
- (ii) Compensation is payable by the Workers' Compensation Act of Alberta for the period of absence.
- (iii) The employee has produced a medical certificate signed by a fully qualified chiropractor stating that the employee was unable to work.
- (iv) Compensation monies received are paid over to the Employer.

13.03 Justification of Cause of Absence

Where the Employer has reason to doubt the justification of the cause of absence, the employee, after written notification shall be required to submit a medical certificate for all absences. If a medical certificate is not provided, or if the medical certificate does not include the date the employee was seen and a statement from the medical practitioner advising that the employee was unable to attend work during the period of the absence, the employee will not be entitled to receive sick leave pay for the absence in question and will be coded as unauthorized leave without pay.

This requirement shall extend for a period of six (6) calendar months following the written notification.

13.04 Employees who are on sick leave or Workers' Compensation longer than one (1) year shall not be entitled to accumulate vacation and holiday credits until they have returned to work.

13.05 (a) All employees who are compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointments on City time and without loss of pay, provided that the employee is not absent longer than three (3) hours for permanent employees and one and three quarters (1.75) hours for non-permanent employees . Such employee shall not be obliged to make up time spent away from work to keep the appointment.

- (b) All employees who are required to attend medical or dental appointments out of town during their working hours shall be allowed to meet such appointment and suffer no loss of pay.

13.06 The Employer and the Union agree to cooperate in education and counseling in an effort to control sick leave and associated costs.

13.07 A medical certificate is required when the working day prior to or following any requested leave or statutory holiday is taken as a sick day. If a medical certificate is not provided, or the medical certificate does not include the date the employee was seen and a statement from the medical practitioner advising that the employee was unable to attend work during the period of the absence, the employee will not be entitled to receive sick leave pay for the absence in question and will be coded as unauthorized leave without pay.

13.08 The Employer reserves the right at any time to require an employee to submit to a medical examination, provided it be at the expense of the Employer. Where the examination indicates the employee may be medically unfit to continue in **their** employment, the employee shall submit to examination by a Medical Board (provided it be at the expense of the Employer) whose majority opinion shall be accepted as final and conclusive by the Employer and the employee. Where the Board rules that for medical reasons the employee should not continue in **their** employment, it is hereby provided that the Employer shall endeavour to secure other employment within the City for the employee and arrange for a transfer.

13.09 An Employer requested medical assessment of the employee becomes the property of the City of Lethbridge.

13.10 The Employer shall arrange and pay for all employee driver's license medicals.

13.11 Continuation of Benefits While Ill or Disabled

A permanent employee who is absent from work because of illness or disability shall continue to enjoy core Extended Health Care and core Group Dental coverage for as long as the member qualifies for disability benefits through the Disability Partnership.

13.12 Retention of Disabled Employee's Position

The Employer and the Union shall share joint responsibility in the accommodation of disabled employees within the Employer's workplace in accordance with the applicable provincial legislation.

14.00 PROMOTIONS, SENIORITY & RE-ENGAGEMENTS

- 14.01 When a permanent job vacancy occurs in the Transit Department, such vacancy shall be posted, and endeavors shall be made to promote from the Transit staff provided that the applicants have the ability to qualify for the available position. Where qualifications and ability are equal, seniority shall govern. In all instances, the Employer shall be the final judge of the qualifications and ability.
- 14.02 If the position is not filled under clause 14.01, applicants having the necessary qualifications and ability from other departments of the Employer will be considered.
- 14.03 When an employee is transferred or promoted to a new position, the employee shall retain **their** seniority in the division from which **they were** transferred (e.g. Maintenance, Para-Transit, Transit or School Bus divisions), for a period not to exceed six (6) months from the date of transfer. This does not apply when changing from permanent status to non-permanent status.
- 14.04 When an employee leaves the Employer's service or is dismissed for just cause and is later re-engaged, **their** seniority will date only from the time of **their** re-engagement.

14.05 Trial Period

Any employee awarded a posted position **represented by ATU Local #987** will be in a trial period for six (6) months and upon completion **of the trial period** will be declared **successful** in the position. At the end of three (3) months employment, the employee will be advised of any deficiencies in their performance and abilities. If the employee proves unsatisfactory during the trial period, or is not satisfied with the position, the employee will revert to the employee's former position and wage without loss of seniority. Any other employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

15.00 CHANGE OF WORK

- 15.01 (a) Any employee assigned the duties of a lower classification will continue to receive their regular hourly rate of pay for all time worked in the lower classification.
- (b) Employees who are required to perform the principal duties of a classification with a higher hourly rate of pay on a temporary or ongoing basis will receive the hourly rate of pay of the higher classification, for all time actually worked in that classification.
- (c) Permanent Part-time Transit Operators who have worked 2080 hours in

the Transit Operator classification shall be paid the Transit Operator job rate of pay when the employee is driving a Transit bus.

- 15.02 A new employee's training hours will not be included in the calculation of time worked for the purposes of determining the employee's progression from the Transit Operator start rate to the Transit Operator job rate as specified in Clause 15.01 (c & d).
- 15.03 Employees shall receive an additional 10% of employee's regular rate for work performed in a Management position.
- 15.04 All employees who have additional or multiple job records and perform duties in those jobs will be assigned work based on their hire date to those job records.

16.00 REDUCTION OF STAFF

- 16.01 When, in the opinion of the Transit Manager, it is necessary to reduce the number of employees in any position in the Department, and after consultation with the Union, **the Transit Manager** shall as far as possible having regard to efficiency, etc., lay-off first the last person employed. If any more employees are required in any position, the last person laid off in that position, if available and competent and at the discretion of the Transit Manager, will be given preference of re-employment. When an employee has been advanced to any position and such position is affected by a reduction of employees, the employee so advanced shall be reduced to the position and the rank from which **they were** last advanced, in preference to being laid off. Full-time employees who are laid off may work as a School Bus Operator and go into seniority according to hiring date.

This will also apply to any employee who has health problems but is still capable of doing other work in the department. **They** will have the privilege of applying for a transfer, if a vacancy occurs or changing with someone else in the department.

17.00 LEAVE OF ABSENCE

- 17.01 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. (As per clause **17.03**). Extended leave beyond three (3) months and to a maximum of twelve (12) months may be granted upon the approval of the Community Services Director.
- 17.02 The employee must give sufficient and reasonable notice in writing **unless in case of emergencies** to the **Transit** Manager or the Manager's designate.
- 17.03 Such request, if authorized, shall be authorized by the Manager or designate.

- 17.04 Employees on leave shall give at least six (6) weeks notice of intent to return to work if earlier than the agreed upon date. Upon the return from such leave, the employee shall be entitled to their former position.
- 17.05 Should an employee's application be refused, **they** shall have the right to an appeal to the **Business Unit Director, whose** decision shall be final.
- 17.06 Employees taking other employment while on leave of absence, unless authorized by the **Business Unit Director** to do so, shall be considered to have terminated their service with the Employer. Employees working in other occupations while off sick or on WCB shall require approval by the Employer.
- 17.07 Sufficient and reasonable notice must also be given for an extension of a leave of absence which also must be authorized by the Manager or designate. 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 service with the Employer. The application for extension of leave must be in writing, but where this is not possible, it can be requested verbally but must be confirmed in writing within five (5) days.
- 17.08 An employee who has been granted a leave of absence of any kind, for any period, is responsible for benefits premiums and pension contributions during the period of leave. The employee may choose to continue or drop benefits or pension during the period of leave unless prohibited by benefit contracts or law.
- 17.09 Union Leave of Absence
- (a) When it is necessary for the Union to make application for leave of absence on Union business, it is required, if possible, that such application be in the hands of the Transit Manager not less than **three (3)** weeks prior to such leave of absence being required. It is required that such application contain the names of Union members for which leave is required and **the rationale for the leave. If** these names submitted are not agreeable to the Employer, the Union will be advised of the reason in writing by the Transit Manager within three (3) working days of receipt of the request and alternate names will be submitted.
 - (b) When Union members are granted a leave of absence for Union business, for any period of time, the City shall advise the Union about the Employee Benefits costs before the date of leave of absence, so as to allow sufficient time for the Union to pay the Employee Benefits costs prior to commencement of the employee's leave of absence.
 - (c) The Employer will pay the wages for four (4) employees who participate in collective agreement negotiations on behalf of the Union. **The four (4) employees names will be provide to the employer by the**

Union in writing prior to the commencement of negotiations. In the event one of the four (4) employees is unable to attend a scheduled meeting the Union will advise the Employer of the alternate employee at the end of each meeting. The Union will be responsible to pay the wages of any additional employees it wishes to participate in the negotiations. It is understood that the purpose of this clause is to provide a no-loss-of-pay approach for those employees who take part in the negotiations.

Such negotiations meetings are to be held at mutually agreeable times and dates as agreed to by the Employer's and Union's representatives.

- (d) When an employee attends a meeting between the Employer and the Union dealing with Union business, the employee shall suffer no loss in pay.

17.10 Union Leave –External Position

- (a) **Any employee who is elected or appointed to the International/National office of the Amalgamated Transit Union or to the office of an organization which the Union is affiliated with which requires an extended leave of absence from employment with the City of Lethbridge, shall during this leave of absence retain and accrue seniority. Such request for leave must be made four (4) weeks prior to the leave.**
- (b) **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 Extended Leave of Absence will be without pay and will not be eligible for benefits.**
- (c) **Prior to the end of the leave of absence, should the employee decide to return to the City of Lethbridge (Transit Department), the employee may return to their previous position by exercising their seniority right. The employee will assume a vacant position or should no vacant position be available, a position will be made available by laying off the last person employed in the position as per the seniority clauses in the Collective Agreement. The employee must qualify for all terms and conditions of the position prior to being reinstated. Once reinstated, the employee will be provided any internal training, as determined by management, required to perform their position upon their return.**

18.00 BEREAVEMENT LEAVE

18.01 All employees covered by this agreement may be entitled to Bereavement Leave of three (3) days with pay on the death of an immediate relative, spousal or common-law spousal immediate relative as follows: son, daughter, spouse, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, legal guardians, grandchildren, daughter-in-law, son-in-law, grandfather-in-law, grandmother-in-law, step father, step mother, and step child.

Bereavement Leave days may be taken only in the period that extends from the date of death, unless otherwise agreed to between the employee and the Transit Manager.

It shall be the obligation of the employee to provide evidence of the necessity to use any Bereavement Leave to the satisfaction of **their** Manager or Director before **they** shall be entitled to the Bereavement Leave as specified above.

18.02 If an employee requires traveling time exceeding the maximum of three days (3) of allowable Bereavement Leave, the employee may apply to the Transit Manager for traveling time up to a maximum of two (2) days.

18.03 Permanent employees on Bereavement Leave shall receive the rate of pay being paid on the working day prior to going on leave. Non-permanent employees shall receive pay according to the hours they would have worked and the rate of pay they would have received on the requested day(s) of Bereavement Leave.

18.04 If an employee is designated to act as a pallbearer on a day that they are scheduled to work the employee will be granted four (4) hours off with pay if the funeral is held within the City of Lethbridge. The employee will be granted eight (8) hours off with pay if the funeral is to be held outside of the City of Lethbridge. All pay to be paid at the employee's regular hourly rate of pay. The employee must provide proof of pallbearer status.

19.00 MATERNITY LEAVE

- 19.01 (1) An employee who is pregnant and who has been employed for a period of at least twelve (12) months is entitled to maternity leave without pay for a continuous period of no more than forty (40) weeks.
- (2) An employee who wishes to take maternity leave must begin by providing her Supervisor with four (4) weeks written notice prior to the commencement of leave. This requirement is waived in the event that a baby is born prematurely, and the employee could not reasonably provide four weeks' notice. The employee must provide her Supervisor with a medical certificate which provides the estimated date of confinement.

- (3) If during the twelve (12) week period immediately preceding the estimated date of confinement the pregnancy of an employee interferes with the performance of her duties, the Employer may, by notice in writing to the employee, require the employee to provide a medical certificate to show **that the employee** is fit to perform her duties.
- (4) An employee on maternity leave will not lose seniority during the period of her leave. An employee may choose to continue benefits and pension in accordance with clause 17.08.
- (5) An employee who intends to resume their employment with the Employer after her maternity leave shall give her Manager or designate at least four (4) weeks' notice in writing prior to their return to work.

The City will then:

- a) reinstate the employee in the position occupied at the time maternity leave began, or
 - b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee on the date on which maternity leave began.
- 19.02 (1) An employee who adopts a child is entitled to leave of absence without pay for a continuous period of no more than forty (40) weeks immediately following receipt of the child.
- (2) The employee will notify the City of her intention to adopt and indicate that **they intend** to take leave under this clause.
 - (3) When the adoption is finalized, the employee may begin leave after giving the City as much prior notice as is possible under the circumstances.
 - (4) Articles 19.01 (4) and (5) will apply to an employee who has taken leave under this clause.
- 19.03 **Upon request, an employee shall be given one (1) day paid and two (2) days unpaid leave of absence 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 for obtaining custody of a child who has been legally adopted.**

20.00 BOOKING OFF

- 20.01 (a) In the case of sickness, an employee shall notify the Dispatcher, Supervisor or applicable office staff at least one (1) hour prior to the **report time of a 10:00 a.m. or earlier scheduled work shift or at least two (2) hours prior to the report time of any scheduled work shift commencing after 10:00 a.m.**
- (b) Booking off for reasons other than sickness or emergency shall only be permitted if the employee has submitted a request to the respective Supervisor in writing and has received approval to book off.
- (c) Booking on employees shall notify the Dispatcher as follows:
- A.M. Operators on the day prior to return by 11:00 a.m.
- P.M. Operators by 8:00 a.m. the same day, except Saturday and Sunday.
- All other employees on the day prior to return to work by 4:00 p.m.
- Operators who book on after the specified time will revert to the bottom of the spareboard for the day.
- 20.02 Employees booking off for sickness or accident, except in case of emergency, will not receive sick pay for their shift unless they have notified the Dispatcher, Supervisor or applicable office staff at **least one (1) hour prior to the report time of a 10:00 a.m. or earlier scheduled work shift or at least two (2) hours prior to the report time of any scheduled work shift commencing after 10:00 a.m.**
- 20.03 Employees will not be entitled to any time booked off or missed in computing their minimum guaranteed hours.
- 20.04 In the event that an Operator books off for sickness or other emergency reasons at night, or on weekends, **Coordinators** shall call out a Spareboard Operator according to their Spareboard seniority to avoid re-scheduling. Any other times, there shall be twenty-four (24) hours notice before re-scheduling takes place.

21.00 TRAINING

- 21.01 New employees who undergo training will be paid 100% of the regular hourly rate of pay for the classification for which they have been hired.

- 21.02 Employees, other than new employees specified under clause 21.01, who are directed to undergo training, shall receive 100% of their regular hourly rate of pay while training.
- 21.03 **Transit and School Bus Operators** who have been designated to train new Transit and School Bus Operators will receive one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of pay for all time spent training the new employee.
- 21.04 Training meetings may be called periodically and employees directed to attend these meetings shall be paid one hundred percent (100%) of the regular rate of pay. Special meetings called mutually by the Union and Management to improve working relations shall be voluntary.
- 21.05 The Union and Employer agree to cooperate in Orientation and Training Programs **offered by the City of Lethbridge**.

22.00 EQUIPMENT

The Department will see that all buses are clean and in a good state of repair and condition. All buses will have their windows, especially the front windows, cleaned before being sent out on the road.

23.00 TRANSPORTATION

- 23.01 Free **conventional transit** will be granted to all **A.T.U #987 members that are employed with** Lethbridge Transit. A.T.U. #987 identification is required.
- 23.02 Free **conventional transit** will be granted to retired **A.T.U #987 members**, by means of issuing of a **pass by the employer** which must be presented **upon boarding**.
- 23.03 Rides will be provided for Operators who are relieving routes from Transit Garage and return on completion of assignment.

24.00 WITNESS DUTY

- 24.01 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 is 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.

24.02 Where an employee is subpoenaed for jury duty, **they** shall be entitled to receive **their** normal days pay or such fees as are awarded whichever is the larger amount. Should **the employee** elect to receive their normal working days pay, the attendance fees must be paid over to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.

25.00 ACCIDENT CLAIMS

Employees shall be protected by the City against any claims resulting from any traffic accident involving any City vehicle which **they are** operating, except where it is proven to the satisfaction of both parties of the agreement that said employee(s) have been negligent.

Incident/Issue **forms** must be completed and delivered to **their applicable** Coordinator's office within twenty-four (24) hours of the time of the incident or issue.

The City of Lethbridge will indemnify and save harmless any member of Local 987 with respect to any civil action arising from the actions of such member while in the opinion of the City Manager, such member was acting within the scope and during the course of **their** employment and provided that such actions do not constitute a gross disregard or neglect of the member's duty as an employee.

26.00 COMPLAINTS AND DISCIPLINARY ACTION

- 26.01 (a) The Employer may discipline an employee for just cause.
- (b) All notices of discipline shall be copied to the Union.
- (c) Notices of discipline in the form of oral warnings, written warnings and suspensions shall not be used against an employee after the expiry of eighteen (18) months of active service provided the following criteria are met:
1. the employee has not had any related discipline for a period of eighteen (18) months;
 2. the discipline is not safety-related; and
 3. in the case of a suspension, the suspension arose as a result of progressive discipline.
- 26.02 Employees called in by Management or their designate to discuss accidents, incidents, issues or complaints against the employee with respect to their duties as an employee of the City of Lethbridge shall be paid for all time involved including time spent filling out any required report forms.

A minimum of two (2) hours at the applicable rate of pay will be paid if the employee is called in on their day off.

26.03 The Employer shall impose discipline (if required) within fourteen (14) working days from the date the Employer becomes aware of the misconduct, or, where an investigation is necessary, the employer will be granted an additional 14 working days to impose discipline (if required).

26.04 It is understood that when any disciplinary penalty is to be given to any employee covered by this agreement, the employee concerned is not required to answer to the charges without a Union representative present, if the said employee so desires. If a formal grievance may result or is presented, the rules as outlined in the grievance procedure apply.

26.05 Employees shall have the right to see their personal file in the presence of Management.

(1) The employee must make previous arrangements to review **their** personal file at a mutually agreeable time.

(2) The employee must sign a form that **they** reviewed **their** personal file and the date indicated.

26.06 Transit Operations, School Bus or Maintenance Coordinators are responsible for counseling employees in the appropriate performance of their duties. Coordinators **will** document this counseling. Should performance not improve with counseling it shall be referred to the applicable Manager.

27.00 CLOTHING

27.01 Transit Operations Employees

- (a) The standard uniform issue for Transit Operators, Coordinators and Dispatchers will be as follows:

4 pairs of pants
2 pairs of shorts
5 shirts

(Employee may select long sleeve, short sleeve or golf shirts)

1 sweater
1 3-season jacket
1 summer jacket
1 baseball cap *(Employee option)*
1 toque *(Employee option)*

The standard uniform issue for newly appointed relief Transit Operations Coordinator and relief Dispatchers will be as follows:

**2 - Shirts (Coordinator specific)
(Employee may select long sleeve or short sleeve)
1 -3-season jacket (Coordinator specific)**

- (b) Newly hired Transit Operators, Coordinators and Dispatchers will be supplied with the full standard uniform issue upon commencement of their employment with the Employer.
- (c) Employees will be entitled to replace any article of their standard uniform issue through an annual point system. The employee will be allocated four hundred (400) points annually.

Employees in dual positions as relief Transit Operations Coordinators and relief Dispatchers will be allocated 150 points annually to purchase coordinator specific clothing.

- (d) Operators will have option to select any combination of shirt style and pant and shorts totaling the number specified for that article in the standard uniform issue (i.e.: 2 long sleeve, 1 golf shirt, 2 short sleeve shirts).
- (e) The point value of each article of the uniform will be as follows:

Uniform Replacement Point System

ARTICLE	(Max) QUANTITY	POINTS PER UNIT	TOTAL
Pants/Shorts	4	57 (Pants) / 50 (Shorts)	228/ 200
Dress (LS or SS) / Golf Shirts	5	46/40/26	230/200/130
Sweater	1	48	48
3-Season Jacket	1	230	230
Summer Jacket	1	45	45
Baseball Cap	1	8	8
Toque	1	10	10

Note: Annual Point Allocation is a maximum of 400 Points

- (f) There will be no carry over or payout of any unused points.
- (g) The ordering of uniform replacement articles will be done by the first (1st) of September each year. Employees must submit their order form by that date to ensure delivery of their replacement articles for the next year.
- (h) The uniform replacement point system and point value allotment will be reviewed annually or as required by the parties to deal with increases in the cost of the uniform articles.
- (i) Cleaning of the uniform will be at the employee's own expense.
- (j) Any change in the style or colour of the clothing issued to Transit Operations employees shall be made in consultation with the *Uniform* Committee and within the assigned budget. The *Uniform* committee shall be composed of two (2) Union members and one (1) Management member.
- (k) A one hundred (\$100.00) dollar footwear allowance will be paid to all Transit Operators each year.
- (l) A one hundred (\$100.00) dollar footwear allowance will be paid to all Transit Coordinators and Dispatchers each year.

- (m) Submission and acceptance of receipts will be done by the first (1st) of September to coincide with the ordering of uniform replacement.
- (n) Submission requests for the allotted footwear allowance to be paid as taxable income will be accepted until the (1st) of September each year.
- (o) After the (1st) of September each year, the entire amount allotted for the footwear allowance will be paid on the following pay period as taxable income to Employees that have not provided a receipt.
- (p) Upon presentation of receipts, pregnant female employees will be provided with up to two hundred dollars (\$200.00) towards the purchase of maternity uniform clothing of appropriate style and colour.**

27.02 Mechanics, Lube Tech/Welder

Newly appointed Mechanics will be supplied with three (3) coveralls each year for three (3) years and one (1) storm jacket with detachable hood. Coveralls and storm jackets, when required will be supplied at the discretion of the **Manager or designate**. It is understood that the cleaning of coveralls and jackets will be at the employee's own expense.

A **two hundred fifty dollars (\$250.00)** boot allowance will be paid to all mechanics and lube tech/welder every year.

27.03 Maintenance Employees

- 27.03 (a) Maintenance employees will be supplied with an initial issue of three (3) pairs of coveralls, one (1) baseball cap per year, and one (1) storm jacket with detachable hood. Replacement of any article of the issue will be on an as required basis and will be supplied at the discretion of the **Manager** or designate.
- (b) An annual footwear allowance of **two hundred fifty dollars (\$250.00)** will be paid to all Maintenance **employees upon presentation of a receipt for appropriate workplace footwear.**
- (c) The cleaning of coveralls will be at the employee's own expense.

27.04 Tool Allowance

- (a) A tool allowance of **six hundred dollars (\$600.00)** per year will be paid to Transit Department Mechanics, and Autobody Mechanic and a tool allowance of \$200.00 will be paid to Transit Department Lube-Technician. No receipts will be required to receive such allowances. All amounts are payable in January of each year. Tools must be utilized at the work place.

For new hires, the tool allowance will be pro-rated for that year, and will be payable in the second month of employment. **If the employee does not complete their probation period, a prorated amount will be deducted from their final pay upon termination.**

- (b) Mechanics filling term positions will be paid a tool allowance for each month of the term. The rate shall be 1/12 of the annual tool allowance per month, paid in accordance with article 35.00. The allowance will be payable at the completion of the probationary period.
- (c) The City shall pay for all specialty tools required due to technological or equipment changes within the Maintenance Area. The tools shall be the property of the City.

28.00 SAFETY REGULATIONS

28.01 The parties agree that Rules and Regulations as well as safety regulations are necessary and may be prescribed from time to time by the City.

28.02 The Employer and the Union mutually agree to maintain a joint Occupational Health and Safety Committee.

29.00 OUT OF POCKET EXPENSES

29.01 If an employee **covered by this agreement** is required by the City to submit a driver's abstract, the cost of the abstract shall be borne by the City.

30.00 STACKING OF PREMIUMS

In instances where more than one premium is provided for work performed, an employee shall only be paid the greatest of premiums. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee.

31.00 RETROACTIVITY

All monetary changes to this agreement will be adjusted retroactively to the effective date of the Collective Agreement unless otherwise agreed to. All other changes will be effective upon the signing of the Collective Agreement unless otherwise agreed to.

32.00 CLASSIFICATIONS

- 32.01 (1) When a new position is created for which there is no classification, the classification and salary range shall be established by the Human Resources Department, and the Union shall be notified of the new classification and pay range without delay.
- (2) New classification and re-classification shall be effective from the date the job was created.
- (3) Should the Union not agree to decisions made under paragraph 1 above, it may request in writing a meeting between its Executive Committee and the Human Resources Department not later than 15 days from the date of receipt by the Union of the decision. The Human Resources Manager will issue a reply within 10 days after the meeting date (meeting between the Union Executive Committee and the Human Resources Manager on the issue). If no request is received, the decision will stand.
- (4) Should the Union Executive Committee and the Human Resources Manager not be able to reach agreement, further action may be taken by said Union Executive Committee as outlined under the Grievance Procedure, Article 4.

32.02 The Employer will provide the Union with job specifications as outlined in clause 32.01 for all bargaining unit classifications specified in "Appendix A" of the Collective Agreement. Further, the Employer agrees that at least five (5) working days prior to any new classification being established by the Employer, copies of the job specifications will be sent to the Union.

32.03 Classification Review Procedure

An employee(s) who considers that the duties or responsibilities of **their** position have been changed since the last evaluation may request, or have the Union request, a review of **their** position. When the duties or responsibilities of a group of identical positions have been changed since the last evaluation review, a review may be requested for a group of positions for a review of the classification of each position in the group.

STEP 1

To initiate such a review request, the employee must obtain a position classification review form from the Human Resource Department, or the Union and complete it according to the described instructions on the form. Upon completion, the employee will forward the form to the Manager or designate, for completion and submission to Human Resources. Within ten (10) working days of receipt, the Manager or designate must complete their portion of the form, and forward it to the Human Resources Department. Upon receipt of the review request, Human Resources shall forward a copy of the review request, along with any pertinent document to the Recording Secretary of the Union.

STEP 2

Human Resources shall then review the submission and render a decision. The decision will be communicated to the applicant and the Union as soon as possible.

33.00 CHARTERS

- 33.01 Charter work will be assigned first to the Spareboard Operators to make up their guarantee to eight (8) hours work. Any time worked over eight (8) hours will not count toward the guarantee.

School oriented charters and specials will be assigned on a rotating seniority basis to School Bus Operators on the charter list. When no School Bus Operators are available the school oriented charter or special will go to the permanent Operators on the charter list.

All other charters will be assigned on a rotating seniority basis to the permanent Operators on the charter list. When no permanent Operators are available the charter will go to the School Bus Operators.

If an Operator chooses not to take the charter when **their** turn comes up the charter will be offered to the next Operator on the list.

All charters are at the employee's regular hourly rate of pay.
The lists shall be posted in a location easily visible to all Employees.

Charters will include sufficient time to allow for the operators to check the bulletin boards, their work and/or bus assignment, start and perform a safety check on the bus and proceed to their charter starting point each time they are required to take a bus out of the garage.

Twenty (20) minutes for the first report of the day and fifteen (15) minutes for the second report or subsequent reports that require a bus to be taken out from the garage.

- 33.02 Charters, where no warning is given, will still be allocated to those readily available; however, every effort will be made to allocate these charters on a rotating seniority basis where practicable.
- 33.03 If an employee takes a charter run on **their** day off, **the employee** automatically forfeits **their** day off. However, **they** may bank the time if **they** so choose.
- 33.04 Meals as per current City of Lethbridge per diem rates will be paid provided the charter is in excess of six (6) hours from the scheduled groups pick-up and drop-off times.
- 33.05 Rooms, if required, will be paid.
- 33.06 For charters of ten (10) hours or less all time out will be paid at full pay. For charters exceeding ten (10) hours per day, time will be calculated at full pay for driving and all time up to ten hours and one-half (1/2) pay for all time in excess of ten (10) hours. Route and School bus hours will not be used in the calculation of charter time. The half pay after ten (10) hours will be confined to time spent waiting. Waiting time shall be confined to the period between the arrival and pickup of the charter where the bus is idle. Overnight Charter Operators shall receive expenses at City per diem rate. Charter time does not include staying overnight.
- 33.07 For overnight charters, Operators will receive a minimum of eight (8) hour pay per day. In the event of driving other than the charter trip, on the day of departure or return, hours paid will be calculated based on hours worked plus one-half (1/2) pay for hours waited. This includes the time worked either before leaving on or returning from the charter. Waiting time shall be confined to the period between the departure and return of the charter.

34.00 SCHOOL BUS OPERATORS

- 34.01 Driving assignments for School Bus Operators will include school busing, specials (see clause **1.10**), **add ons and third runs**. Interval time will apply if applicable as per clause 36.04.
- 34.02 There will be 2 different types of Seniority within the School Bus Operator classification
- (a) The first based on the **School Bus Operator's** hire date to the department.
 - (b) The second based on **the date the School Bus Operators have been selected for training to drive a transit bus**.

- (c) Seniority for School Bus Operators shall accrue only in their own classification (i.e. of School Bus Operators). This seniority shall entitle the Operators to their choice of runs before the start of the school year and when a vacancy occurs (for all Operators below the vacant run).
- (d) If an employee is not available when it is their turn to sign for the up-coming school term and in the absence of **their** previously written preferences, the representative of the Union will select a run on **their** behalf. The employee concerned shall be bound by the run selected until the next sign-up.
- (e) School Bus Operators who are trained to drive Transit buses will accrue seniority that will commence the day they are accepted for transit bus training.
- (f) The hire date seniority will dictate the order in which the employee will sign for school bus runs.
- (g) The Transit qualified seniority will dictate the order that the employee may sign for a school bus Transit qualified run. Charters and Specials that require a transit bus, will be dispatched on a rotational basis.
- (h) If the Manager considers the School Bus Operator incapable of holding a run or is neglectful of **their** duties or is the cause of unnecessary delay to the system or service any change deemed necessary shall be made after prior notice is given to the employee and the union.

34.03 Registered Savings Plan

- (a) School Bus Operators will be eligible to participate in a Registered Savings Plan after successfully completing the probationary period.
- (b) Participation in the plan is voluntary, however, once an employee is enrolled in the plan, **they** must remain in the plan until either leaving the employment of the Transit Department or the position of School Bus Operator.
- (c) The Employer and employee will contribute an amount equal to 4.5% of the employee's gross annual earnings to the plan. The gross annual earnings shall be calculated using the School Bus Operator rate multiplied by the number of hours worked to a maximum of 700 hours annually or 35 hours bi-weekly. Employee contributions will be made using bi-weekly payroll deductions.

***(effective January 1, 2016 The Employer and employee will contribute an amount equal to 5.0% of the employee's gross annual earnings to the plan.)**

- (d) Employees returning from extended sick leave or disability may elect to make additional contributions, equivalent to the amount of hours the employee would have worked during the sick leave or disability, to a maximum of 700 hours annually or 35 hours bi-weekly. If the employee makes these additional contributions, the Employer will make equivalent contributions.

34.04 School Bus Operators who perform work in relief positions shall not work more than six (6) consecutive days (including part days).

35.00 MAINTENANCE DIVISION

WORKING HOURS

- 35.01 (a) Maintenance employees shall select their shift in accordance with their seniority with the senior employee in each classification (i.e., Mechanic, Utilityperson or Serviceperson) selecting first and the selection process continuing until the last employee in each classification has selected their shift. Their seniority shall be determined in accordance with clause **1.14(a)** of the Collective Agreement.
 - (b) If an employee is not available when it is their turn to sign for the upcoming work period and in the absence of their previously written preferences, the representative of the Union will select a shift on their behalf. The employee concerned shall be bound by the shift selected until the next sign-up.
- 35.02 If, in the opinion of the Employer, the employee is considered incapable of holding the shift signed for or is neglectful of their duties, any change deemed necessary shall be made after prior notice is given to the Union. Maintenance employees may change shifts by mutual agreement between the Employer and the employee.
- 35.03 (a) A new Maintenance sign-up for any one classification of employees will not normally take place more frequently than **three (3)** times a year unless either agreed to between Management and the Union, a permanent vacancy occurs or there is a change in the work schedule or hours of work. The sign-up will be posted at least thirty (30) calendar days before it is to go into effect.
 - (b) The signing of the new sign-up will be completed the Wednesday prior to the effective date of the new sign-up.

- 35.04 As seniority prevails, a seniority list for each classification will be posted with each new sign-up.
- 35.05 All sign-ups will go into effect on the first Wednesday of the pay period.
- 35.06 Utility persons only shall be used to drive buses to carry passengers when a real need arises, and then only for a shift period. Fifteen minutes shall be allowed to cleanup before driving if required.

36.00 TRANSIT OPERATORS

WORKING HOURS

36.01 REPORT TIME

A twenty (20) minute report time will be paid to each Transit Operator for each day worked. The initial report time will be for checking the bulletin boards, work and/or bus assignment, start and perform a safety check on the bus and proceed to their route starting point.

An additional fifteen (15) minutes will be paid to Transit Operators that are scheduled for a charter or are required to take a bus out of the garage for additional assignments. The fifteen (15) minutes will be paid to do a safety check on the bus and proceed to the pick-up point and/or route starting point. When interval time would apply between dispatch trips, only one (1) report time will be paid.

36.02 SPREAD TIME

All Operators who perform work over a period in excess of ten (10) hours on any workday will be paid an additional spread time premium of sixty cents (\$.60) per hour for each hour or part of an hour in excess of ten (10) hours.

36.03 TRAVEL TIME

Operators returning from a designated mini-terminal (e.g. University of Lethbridge) at the conclusion of a shift will be allowed ten (10) minutes travel time to the Transit building.

Effective January 1, 2013:

Operators returning from a designated mini-terminal other than the downtown terminal at the conclusion of a piece of work will be paid ten (10) minutes travel time to the Transit building.

36.04 INTERVAL TIME

Any break or interval of thirty (30) minutes or less between any two- (2) pieces of work shall be paid as time worked.

SPARE BOARD OPERATORS

36.05 (a) Spareboard Operators will be included on the regular Operator sign-up. It is understood that their work will vary as conditions dictate.

(b) All Spareboard Operators signing for spareboard work will be subject to variable conditions as contained in this Agreement.

36.06 (a) Spareboard Operators may be required to work six (6) days per week.

(b) Spareboard Operators will have two (2) scheduled days off per week.

(c) Spareboard Operators' days off will normally be Sunday and another day. If a Spareboard Operator is required to work Sunday at a regular rate of pay, the work must be posted Friday.

(d) Management will allow four (4) days off bi-weekly and to provide regular days off if possible.

(e) A Spareboard Operator's day off is designated when the Transit Dispatcher posts the next day's work and the Spareboard Operator has signed it.

(f) The Transit Dispatcher will schedule Saturdays off for the Spareboard Operators on a rotational basis which will continue to rotate with the new sign-up.

(g) Permanent Full time and Permanent part time Spare board operators will be on a separate Saturday rotation list.

(h) Permanent Part time Spare board Operators on a rotational basis, will be scheduled every fourth (4th) Saturday off.

(i) When a Spareboard Operator is designated to be off Saturday, **they** will not be required to work Sunday.

36.07 A list of Spareboard Operators shall be kept to a minimum.

36.08 The schedule for Spareboard Operators shall be drawn up and posted by the Transit Dispatcher by noon prior to the day during which the work is scheduled.

- 36.09 (a) Spareboard Operators may be scheduled to work in excess of twelve (12) hour spread commencing from their first report of the day and are required to be available for the balance of the twelve (12) hours. If said Operator made **themselves** available but did not work, **they** will still receive guaranteed hours up to eighty (80) hours bi-weekly.
- (b) Management will not to assign scheduled work that will exceed a (13) hour spread.
- (c) Spareboard Operators, in order of seniority, **will be assigned the shift with the earliest end time based on daily guaranteed hours.**
- (d) It is understood that the dispatching of Spareboard work will be done in a manner consistent with the economical operation of the system.
- 36.10 Spareboard Operators who have a portion of their signed time as work in the Transit Garage will have the first opportunity in order of seniority, of taking any extra non-scheduled driving not included in the regular or spare board sign-ups, up to the minimum guaranteed hours.
- 36.11 Spareboard Operators will be paid the Transit Operator start or job rate as applicable, whether driving or performing other work.
- 36.12 Spareboard Operators' duties include driving and working in the garage and related duties.

Spareboard Operators will be permitted sufficient time to change clothes and clean up before going to relief driving. Related duties to be confined to driving or Transit Garage duties.

37.00 WORKING SIGN-UPS

- 37.01 (a) A separate working sign-up for all Statutory Holidays on which transit service is provided will be posted in conjunction with the normal working sign up that the Statutory holiday falls. The sign-up will consist of two shifts of an equal number of hours for each route operating on the Statutory Holiday
- (b) In the event that all the Transit Operators have had the opportunity to voluntarily sign for work on the Statutory Holiday sign-up and work still remains unsigned, then the unsigned work will be assigned to the junior Transit Operators who are normally scheduled to work that day beginning with the most junior Transit Operator.
- 37.02 New working sign-ups for Transit Operators will not normally take place more frequently than four (4) times a year, or as is agreed upon by the Union and Management.

- 37.03 The new working sign-ups are to be posted at least thirty (30) days before it is to go into effect.
- 37.04 All sign-ups for Transit Operators will come into effect on the first Wednesday of the pay period and are to be completed on the Tuesday prior to the effective date, or as mutually agreed by the Union and Management.
- 37.05 The first seven (7) days after the sign-up is posted will be for review purposes only and no signing will take place.
- 37.06 A Transit Operator seniority list and signing schedule stating the time and date for each Transit Operator to sign will be developed and posted at the same time as the sign-up is posted.
- 37.07 Transit Operators will select and sign for their run in order of seniority and in accordance with the posted signing schedule.
- 37.08 Operators will have one (1) hour to sign from the time indicated for them on the signing schedule. Failure to do so will result in a representative of the Union making a selection for the Operator and signing accordingly. The next Operator on the schedule will then be allowed to sign.
- 37.09 If an Operator is unavailable to sign on their scheduled date and time they will be required to either call in during their scheduled date and time, leave a number where they may be contacted during their scheduled date and time or leave their choices in writing with the Union prior to their being away.
- 37.10 If an employee is not available when a sign-up occurs and in the absence of **their** previously written preferences, the representative of the Union will select a run on **their** behalf. The employee concerned shall be bound by the run selected until the next sign-up.
- 37.11 Any questions, concerns or disputes regarding this process will be referred to the Union's Executive Board for evaluation and decision. The decision of the Executive Board is final and binding.
- 37.12 When an employee changes **their** working schedule because of a new sign-up, **their** work week will commence on the date the sign-up goes into effect and pay hours of work and their days of work will start from the date the new sign-up goes into effect. Operators wishing to change assignments are allowed to do so with the approval of the Manager and Union Executive.
- 37.13 The Union and Management will work together to cooperatively develop working sign-ups that contain as many runs with consecutive hours of work as possible. Split runs will be kept to a minimum and set up only after consecutive hour runs have been set up. Split runs will not exceed a spread time of more than twelve (12) hours.

37.14 Neither party will unnecessarily delay the development or implementation of a sign-up.

37.15 Whenever possible, Union recommendations for changes to sign-ups will be implemented provided there is no increased financial cost.

37.16 In the event that route changes are required, time will be provided when possible, to the applicable committees in place at that time to review draft route proposals and work assignments for suggested changes and discussion prior to implementation.

38.00 CONSECUTIVE DAYS OF WORK

38.01 The Employer will not schedule employees to work more than five (5) consecutive days without the employee's consent. If the Employer does schedule the employee to work more than five (5) consecutive days of work then such work will be paid at the applicable overtime rates as specified in Article **9.00** of this Collective Agreement.

38.02 Such scheduling by the Employer does not include consecutive days as the result of changes to an employee's shift selection for a new working sign-up, an A/V Relief Operator's work selections or employees trading shifts.

39.00 TRAVEL REQUIRED FOR TRAINING OR MEETINGS

39.01 (a) Employees will be paid their regular hourly rate of pay for up to a maximum of eight (8) hours per day to attend training courses or workshops. If the training course or workshop falls on the employee's regular work day they will be paid for the time involved. If the training course or workshop falls on the employee's day off they will be granted another day off in lieu of the day or days they attend the training or workshop. If the employee wishes they may elect to bank the additional time for use at a later date.

(b) All time spent traveling to or from training courses or workshops on the employee's regular work day will be paid as time worked up to a maximum of eight (8) hours per day. Time spent traveling to or from the training course or workshop outside the employee's normal working hours will be at the employee's expense and not considered work time and as such the employee will not be entitled to any additional pay. Meals and other expenses related to such travel will be paid in accordance with the Employer's travel expense policy. The employee will be required to submit an expense form for reimbursement of any expenses incurred.

40.00 MAINTENANCE LEAD HAND AND MAINTENANCE COORDINATOR PAY

- 40.01 (a) The hourly rate of pay for the Maintenance Leadhand will be one hundred and ten percent (110%) of the employee's regular hourly rate of pay as specified in Appendix "A" of the Collective Agreement.
- (b) The hourly rate of pay for the Maintenance Coordinator will be one hundred and fifteen percent (115%) of the Heavy Duty Mechanic's hourly rate of pay as specified in Appendix "A" of the Collective Agreement.

41.00 SHIFT DIFFERENTIAL PREMIUMS

41.01 Transit Operators

Any Transit Operator performing route work after 7:00 p.m. or later will be paid an additional shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time worked.

41.02 Maintenance Staff

Maintenance staff will be paid an additional shift differential premium of one dollar and fifty cents (\$1.50) per hour when working any shift commencing at 2:00 p.m. or later.

41.03 Transit Operations Coordinators

Any Transit Operations Coordinator performing work after 7:00 p.m. or later will be paid an additional shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time worked.

42.00 COLLECTIVE AGREEMENTS

42.01 Copies of Collective Agreements

Within ninety (90) days of the signing of the collective Agreement, the Employer will post an electronic copy of the signed Collective Agreement on CITYWISE and the City of Lethbridge website. In addition, the Employer will make available a copy of the Collective Agreement in printed format to all employees who request such format.

APPENDIX "A" - HOURLY RATES OF PAY

Wages will be paid from January 1, 2015 to December 31, 2018 both dates inclusive, according to the following hourly schedule:

		Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018	July 1, 2018
Classifications	Job Code	2.00%	2.00%	2.50%	2.50%	0.50%
Office/Clerical						
Accessible Booking Agent	704J	\$28.98	\$29.56	\$30.30	\$31.06	\$31.22
Dispatcher/Coordinator	704D	\$36.31	\$37.04	\$37.97	\$38.92	\$39.11
Relief Dispatcher	704R	\$33.51	\$34.18	\$35.03	\$35.91	\$36.09
Office Clerk Receptionist	701J	\$20.67	\$21.08	\$21.61	\$22.15	\$22.26
School Bus Ops and Trg Coord.	704S	\$34.10	\$34.78	\$35.65	\$36.54	\$36.72
Para Transit Ops & Trg Coord.	730C	\$34.10	\$34.78	\$35.65	\$36.54	\$36.72
Transit Ops. Coordinator	704G	\$33.51	\$34.18	\$35.03	\$35.91	\$36.09
Relief Transit Ops. Coordinator	704R	\$33.51	\$34.18	\$35.03	\$35.91	\$36.09
Transit Ops & Training Coord.	704K	\$34.73	\$35.42	\$36.31	\$37.22	\$37.41
Utility Person/Receptionist	702B	\$25.68	\$26.19	\$26.84	\$27.51	\$27.65
Operations						
School Bus Operators	701A	\$23.60	\$24.07	\$24.67	\$25.29	\$25.42
Transit Operator (Start Rate)	701C	\$27.17	\$27.71	\$28.40	\$29.11	\$29.26
Transit Operator (Job Rate)		\$27.85	\$28.41	\$29.12	\$29.85	\$30.00
Maintenance						
Autobody Mechanic	706F	\$37.17	\$37.91	\$38.86	\$39.83	\$40.03
Bus Cleaner	705A	\$21.91	\$22.35	\$22.91	\$23.48	\$23.60
Heavy Duty Mechanic	706E	\$37.17	\$37.91	\$38.86	\$39.83	\$40.03
Inventory Clerk	704C	\$26.37	\$26.90	\$27.57	\$28.26	\$28.40
Lube/Tech Welder	706G	\$37.17	\$37.91	\$38.86	\$39.83	\$40.03
Maintenance Coordinator	704E	\$42.76	\$43.62	\$44.71	\$45.83	\$46.06
Planner / Scheduler	709P	\$38.55	\$39.32	\$40.30	\$41.31	\$41.52
Relief Maintenance Coordinator	703R	\$42.76	\$43.62	\$44.71	\$45.83	\$46.06
Maintenance Leadhand		<i>Acting role paid at 110% of employee's current classification</i>				
Journeyman Partsman	706A	\$32.29/ \$34.86*	\$35.56	\$36.45	\$37.36	\$37.55
Serviceperson	705B	\$25.96	\$26.48	\$27.14	\$27.82	\$27.96
Lube Tech Tire Person	702A	\$25.96	\$26.48	\$27.14	\$27.82	\$27.96
Service Person Leadhand	705C	\$30.50	\$31.11	\$31.89	\$32.69	\$32.85

*effective
October 1,
2015

APPENDIX "B" - BENEFITS

1. Effective February 1, 2002, a flexible benefit plan will be implemented for all permanent employees.
2. The benefits provided to employees under the plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer terminate any of the contracts for benefits listed in this Appendix, or the provisions of Article **13.01(1) and (2)** the City will meet with the Union to discuss the effect the termination will have on employee benefits.
3. The monthly premium costs for core benefits will be paid as follows:
 - a. Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
 - b. Premiums for Basic Life Insurance will be 100% paid by employees.
4. The Employer will contribute flexible credits to permanent employees calculated at 100% of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all permanent employees.
5. Permanent employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.
6. Costs for the administration of the flexible benefit plan will be paid 100% by the employees. Employee contributions will be deducted from flexible credits on an annual basis.
7. Permanent employees may choose to apply for optional life insurance benefits and optional AD & D coverage. The premiums for these voluntary benefits will be 100% paid by employees participating in these plans.
8. All permanent employees must participate in the Local Authorities Pension Plan and make pension contributions as required by the Local Authorities Pension Plan Act.
9. The benefit plan year is January 1st to December 31st.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE EXECUTED.

FOR THE CITY OF LETHBRIDGE
(EMPLOYER)

FOR THE AMALGAMATED TRANSIT
UNION DIVISION #987 (UNION)

C. Spearman, MAYOR

T. Oberg, PRESIDENT/BUSINESS AGENT

A. Neufeld, CITY CLERK

S. Smith, VICE PRESIDENT

BARGAINING COMMITTEE

BARGAINING COMMITTEE

P. Rocca

D. Brooks

K. Ponech

M. Campbell

F. Guerra

D. Zacharias

T. Rice

E. Cossette

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION

LOCAL 987

RE: NO CONTRACTING OUT OF WORK

It is agreed between the parties that there shall be no contracting out of work normally performed by Bargaining Unit employees, for the duration of this agreement.

It is further agreed that the loss of work within the Transit Department, due to a change in or non-renewal of a contract between the City of Lethbridge and a third party (e.g. School Boards), will not be viewed as contracting out of Bargaining Unit work.

This Letter of Understanding will expire on December 31, 2018.

Agreed this 7th day of August, 2008 at Lethbridge, Alberta.

NOTE: The original letter on No Contracting Out of Work was signed on September 16, 1995.

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION

LOCAL 987

RE: CITY OF LETHBRIDGE VOLUNTARY SEPARATION INCENTIVE OPTION (VSIO)

The City of Lethbridge continues to face a dynamic environment where many of our Operating Units will experience change and reinvention of service delivery approaches. In some cases these changes will impact directly on employees attached to specific Operating Units. This program has been developed to provide an additional option to those already available within collective agreements or other Corporate policy.

Program Application

The Voluntary Separation Incentive Option (VSIO) will be activated by the Corporation to assist individuals affected by specific business change. When it is deemed appropriate by the Corporation to activate this program the City Manager will identify the specific Employee Group eligible to make an application under the VSIO. The relevant union leaders will be consulted and correspondence will be sent to each eligible employee with copies to the relevant union. Only the identified employees will be eligible to make application notwithstanding the following exception. Should an eligible employee have access to bumping options under a collective agreement and should such an employee exercise that option then the individual who has been bumped will become eligible to make an application under the VSIO.

Eligibility Criteria

- 1) Applicants must be members of the permanent work force (casual employees are not eligible).
- 2) Applicants must have a minimum of five (5) years continuous service with the City of Lethbridge and a minimum of five years seniority. In case where the applicant has worked continuously, but under two or more collective agreements, seniority will be cumulative for purposes of this policy.

Terms of the VSIO Program

- 1) A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) weeks pay plus a lump sum payment of \$2,500.00.
- 2) Each year of continuous service with the City of Lethbridge will be counted towards the above calculation.
- 3) Applications must be accompanied by a written resignation date for no later than the date specified by the City Manager when the program is activated for the specific employee group.

Application Process

- 1) Each applicant will be notified concerning the acceptance or non-acceptance of their application.
- 2) Once the application has been accepted the applicant then must follow through with their resignation on the effective date.
- 3) Separation payments will be made in accordance with the wishes of the applicant and the legal requirements on the City.

Agreed this 7th day of August, 2008 at Lethbridge, Alberta.

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION

LOCAL 987

RE: Vacant Run Bid System

The parties recognize the importance of operator seniority with respect to the selection of runs and shifts and the keeping of scheduling disruptions to a minimum. This is particularly true in relation to operator sign-ups. Therefore, the parties agree to implement a vacant run bid system with the intent of addressing the issue of runs or shifts that become vacant for extended periods of time during operator sign-ups due to illness, injury or leaves of absence. It is also agreed that while in effect, this Letter of Agreement will supersede the last sentence of **36.06(c) 2nd Sentence** of the Collective Agreement.

The Bid System protocol will be as follows:

- 1) The run or shift must be vacant for a known period of **two (2)** weeks or more.
- 2) Each Bid cycle will consist of a maximum of four operator moves.
- 3) The first vacant run or shift and the next two runs or shifts that become vacant as a result of the initial move will be made available for bid by all operators on the operator seniority list for the sign-up in which the vacancy occurred. The fourth vacant run or shift and move will be available to the Spareboard operators only. In the event that there are no operators left to fill the vacated Spareboard position that could result from the fourth move, the fourth move will be suspended.
- 4) All vacant runs or shifts will be available for bids in accordance with the provisions of this letter.
- 5) Operators will bid for the vacant run or shift based on their seniority with the most senior operator being deemed successful in each bid. Operators must submit their bids in writing to the Dispatcher.

6) **Bids will be posted three (3) days prior to the commencement of the bid with such posting to specify the initial vacant run(s) or shift(s) that is available for bid.**

* **The first (1st) vacant run bidding will close at 11:00am day two (2)**

* **The second (2nd) vacant run bidding will close at 11:00am on day four (4)**

* **The third (3rd) vacant run bidding will close at 10:00am on day five (5)**

7) In the event that no bids are received for vacant runs or shifts, the vacant **run** will be offered to spareboard **operators** in order of seniority.

8) If the operator who originally signed for the run or shift returns from their absence before the start of the next sign-up all the operators who moved as a result of bidding will revert back to the run or shift that they originally signed.

9) All bids will lapse at the start of the next sign-up and any vacant runs or shifts on the new sign-up will be available for bidding.

Agreed to and signed the _____ day of _____ at Lethbridge, Alberta

LETTER OF UNDERSTANDING #4

BETWEEN

CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION

LOCAL 987

Re: Apprenticeship Programs

It is agreed between the parties that should an apprentice be hired, the pay rate shall follow a graduated scale per the Alberta Apprenticeship and Industry Training Act for the specified Trade Regulation under the Alberta Career Development and Employment Apprenticeship and Trade Certification program.

While attending required apprentice courses, the employee's current apprentice rate of pay shall be maintained. Any allowance paid by the Government shall be signed over to the City. While attending required apprentice course, the employer will pay the current apprentice rate of pay, along with any travel and living allowance owing to the apprentice that was paid by the Government and signed over to the City.

Agreed to and signed the _____ day of _____ at Lethbridge, Alberta

LETTER OF UNDERSTANDING #5

BETWEEN

CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION

LOCAL 987

Re: Security cameras, Mobile data terminals and new technology

- a) The Employer and the Union believe that the installations of Security Systems, Mobile Data Terminals and New Technology are a critical measure in improving the safety of our employees, customers, and protection of company property and to meet and improve operations.
- b) This shall confirm the Employer's intent that the use of Security Systems, Mobile Data Terminals and New Technology are for ensuring public safety, crime prevention, and for protection of its employees and assets and to review, meet and improve operations.
- c) Where video evidence exists and is relied upon for discipline, Union officers or their designate will be afforded the opportunity to review the video or data evidence prior to an employee interview. It's understood that this protocol will not delay the investigatory process.
- d) Union representatives who view the video or data evidence prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Employer has had the opportunity to meet and discuss the allegations. Such representative may not advise the employee of any details about the content of the video.
- e) During the course of the investigation or during the operational review of data, if the issues or concerns are confirmed or new issues or concerns are uncovered, the employer reserves the right to deal with those incidents as appropriate.

This Letter of Understanding will be in effect until December 31, 2018.

Agreed to and signed the _____ day of _____ at Lethbridge, Alberta