

**COLLECTIVE AGREEMENT**

**between**

**THE CITY OF EDMONTON**

**- and -**

**THE AMALGAMATED TRANSIT UNION LOCAL NO. 569**

**DURATION: February 26, 2012 to December 28, 2013**



TITLE	TABLE OF CONTENTS	PAGE #
<b>PART I – MAIN AGREEMENT</b> .....		<b>13</b>
1 AMENDMENT AND TERMINATION .....		13
2 SCOPE .....		13
3 DEFINITIONS .....		14
3.01 Block Operator.....		14
3.02 Calendar Year .....		14
3.03 Class .....		14
3.04 Continuous Employment.....		14
3.05 Interpretations.....		14
3.06 Life Event .....		14
3.07 Maintenance Employee .....		14
3.08 Member .....		14
3.09 Normal Retirement Age .....		14
3.10 Off Days .....		15
3.11 Operator.....		15
3.12 Part- Time Operator.....		15
3.13 Permanent Employee.....		15
3.14 Position .....		15
3.15 Probationary Employee.....		15
3.16 Promotion.....		15
3.17 Regular Rate of Pay.....		15
3.18 Shift .....		15
3.19 Temporary Employee .....		15
3.20 Type of Position .....		15
3.21 Transit Security Employee .....		15
3.22 Travel Time .....		16
3.23 Spare Operator .....		16
3.24 Vacation Year.....		16
4 MANAGERIAL RESPONSIBILITIES .....		16
4.01 Managerial Rights .....		16
4.02 Discipline .....		16
5 UNION SECURITY .....		16
5.01 Recognition .....		16
5.02 No Discrimination.....		17
5.03 Check- Off of Union Dues.....		17
5.04 Contact Information.....		17
5.05 Conformity to the Labour Relations Code .....		17
5.06 Names and Addresses of Union Representatives .....		17
5.07 New Employee Orientation.....		17

TITLE	TABLE OF CONTENTS	PAGE #
<b>6 WORKING CONDITIONS: GROUP I - OPERATIONAL EMPLOYEES.....</b>		<b>17</b>
6.01 Hours of Work .....		17
6.02 Seniority and Selection of Shifts .....		18
6.02.01 Shift Classification.....		18
6.02.12 Block Operator.....		19
6.02.13 Other Operational Employees .....		19
6.03 Dispatchers .....		19
6.03.03 Shift Differential - Dispatchers .....		19
6.04 Overtime .....		20
6.05 Pay for Work on Off Days.....		20
6.06 Pay for Work on Statutory Holidays.....		20
6.07 Sunday Work Premium .....		20
6.08 Reporting Allowance .....		20
6.09 Spread Pay Premium.....		20
6.10 Spare Operators' Covering Allowance.....		21
6.11 Minimum Pay - Operator Short Assignments .....		21
6.12 Short Interval Through Pay.....		21
6.13 Operator Delay Pay.....		21
6.14 Instructional Pay .....		21
6.15 Accident/Incident Reports.....		22
6.16 Spare Board Guarantee .....		22
6.17 Returning to Work After Sickness Absence.....		22
6.18 Operation of Buses .....		22
6.19 Trading Shifts .....		22
6.20 Spare Operators List.....		23
6.21 Medical Examination .....		23
6.22 Travel Time .....		23
6.23 Leave for Medical and Dental Appointments .....		23
6.24 Payment in Lieu of Coffee Breaks, Lunch and Rest Periods, and Performance Reviews.....		24
6.25 Park 'N Ride.....		24
6.26 Standby Pay.....		24
<b>7 WORKING CONDITIONS: GROUP II - TRADES AND MAINTENANCE EMPLOYEES.....</b>		<b>24</b>
7.01 Hours of Work .....		24
7.01.07 Union Representation at Maintenance Sign- Up .....		25
7.02 Off Days.....		26
7.03 Overtime Work .....		26
7.04 Pay for Work on Off Days.....		26
7.05 Pay for Work on Statutory Holidays.....		26

TITLE	TABLE OF CONTENTS	PAGE #
7.06 Shift Differential .....		26
7.07 Temporary Change of Duty .....		27
7.08 Mechanic Classification .....		27
7.09 Sunday Work Premium .....		27
7.10 Trading Shifts .....		27
7.11 Continuous Full-Time Service.....		27
7.12 Standby Pay.....		27
7.13 Operator/Maintainer Classification.....		28
7.14 Leave for Medical and Dental Appointments .....		28
7.15 Rates of Pay for Internal Apprenticeship Appointments.....		28
<b>8 WORKING CONDITIONS: GROUP III - TRANSIT SECURITY EMPLOYEES .....</b>		<b>29</b>
8.01 Hours of Work .....		29
8.02 Sign-Ups .....		29
8.03 Overtime .....		30
8.03.02 Pay for Work on Off Days.....		30
8.03.03 Court Time.....		30
8.03.04 Pay for Work on Statutory Holidays .....		31
8.04 Sunday Work Premium .....		31
8.05 Trading Shifts .....		31
8.06 Leave for Medical and Dental Appointments .....		32
8.07 Casual Pool.....		32
<b>9 FRINGE BENEFITS .....</b>		<b>32</b>
9.01 Statutory Holidays .....		32
9.01.01 Recognized Statutory Holidays.....		32
9.01.02 Observance of Statutory Holidays.....		33
9.01.03 Eligibility for Statutory Holidays .....		33
9.02 Annual Vacation Leave.....		34
9.02.01 Vacation Leave Provisions.....		34
9.02.02 Signing Annual Vacation Leave.....		36
9.02.03 Operator Vacation Quotas.....		37
9.03 Leave of Absence.....		37
9.03.01 Leave of Absence for Full-Time Union Employment .....		37
9.03.02 Leave of Absence for Union Business.....		38
9.03.03 Leave of Absence Without Pay .....		38
9.03.04 Bereavement Leave.....		38
9.03.05 Compensation for Witness and Jury Duty.....		39
9.03.06 Maternity/Parental Leave.....		39
9.03.07 Participation in Benefit Plans While on Leave of Absence .....		40
9.03.08 Working For Gain While On A Leave Of Absence .....		41
9.04 Medical, Sick Leave and Life Insurance Benefits.....		41
9.05 Clothing .....		42

TITLE	TABLE OF CONTENTS	PAGE #
9.05.01 Operational Staff .....		42
9.05.02 Maintenance Staff.....		44
9.05.02.07 ANNUAL SAFETY BOOT SUBSIDY .....		44
9.05.02.08 ANNUAL SPECIALIZED FOOTWEAR SUBSIDY FOR TRACK MAINTAINERS .....		45
9.06 Transportation .....		45
9.06.03 Parking.....		45
9.07 Tool Allowance .....		45
9.08 Fringe Benefit Entitlement When Relieving in a More Senior Position .....		45
9.09 Health and Welfare Benefits .....		46
10 EMPLOYMENT .....		46
11 PROMOTIONS.....		46
11.05 Relief Pools .....		47
11.05.01 Establishment of Relief Pools.....		47
11.05.02 Purpose.....		47
11.05.03 Filling Relief Pool Positions.....		47
11.05.04 Selection to the Relief Pool .....		47
11.05.05 Relief Pool Seniority.....		47
11.05.06 Relief Pool Training and Development.....		47
11.05.07 Compensation.....		48
11.05.08 Selection to Permanent Positions .....		48
12 LAYOFFS AND REHIRS .....		48
13 POSTING AND FILLING VACANCIES .....		48
14 SENIORITY .....		49
15 DISPUTE RESOLUTION PROCESS.....		50
15.01 Preamble.....		50
15.02 Definitions .....		51
15.03 Union Representation .....		51
Step 1: Problem- Solving Stage .....		51
Step 2: Consultation Stage .....		51
Step 3: Formal Review Stage .....		52
Step 4: Arbitration Stage.....		53
15.04 General.....		54
16 OPERATOR TRAINING .....		54
17 APPRENTICES.....		54
18 LOST ARTICLES .....		55
19 RESPONSIBILITY OF EMPLOYEES .....		55
20 TYPES OF POSITIONS .....		55
21 MEMORANDA OF AGREEMENT, OR LETTERS OF UNDERSTANDING.....		56
22 PART- TIME OPERATORS .....		56
22.01 Definitions .....		56

TITLE	<b>TABLE OF CONTENTS</b>	PAGE #
22.01.01 Part-Time Operator .....		56
22.01.02 Regular Rate of Pay .....		56
22.02 Managerial Rights .....		56
22.03 Union Security .....		56
22.04 Hours of Work .....		56
22.05 Overtime Work .....		57
22.06 Pay for Work on Statutory Holidays .....		57
22.07 Reporting Allowance .....		57
22.08 Spread Pay Premium .....		57
22.09 Delay Pay .....		57
22.10 Accident/Incident Reports.....		57
22.11 Operation of Buses .....		57
22.12 Medical Examination .....		57
22.13 Travel Time .....		57
22.14 Statutory Holidays.....		57
22.15 Annual Vacation.....		58
22.16 Clothing .....		58
22.17 Transportation .....		58
22.18 Parking.....		58
22.19 Employment.....		58
22.20 Layoffs .....		58
22.21 Seniority .....		58
22.22 Dispute Resolution Process .....		59
22.23 Training .....		59
22.24 Lost Articles.....		59
22.25 Responsibility of Employees .....		59
22.27 Change of Employment Status.....		59
22.28 Employment of Part- Time Operators.....		59
22.29 Employment by Other Departments .....		59
22.30 Minimum Pay .....		59
22.31 Performance Reviews.....		59
22.32 Wages .....		59
<b>23 REMUNERATION – GENERAL.....</b>		<b>60</b>
23.01 Wages .....		60
23.02 Retroactive Pay.....		60
23.03 Service Pay .....		60
23.04 Failure to Report.....		60
23.05 Compensation Errors .....		61
<b>24 DUTY TO ACCOMMODATE.....</b>		<b>61</b>

TITLE	TABLE OF CONTENTS	PAGE #
<b>APPENDICES.....</b>		<b>65</b>
APPENDIX I: Schedule of Wages.....		65
Group I - Operational Employees.....		65
Group II - Trades and Maintenance.....		66
Group II: Dual Trades.....		69
Apprentices.....		69
Group III - Transit Security Employees.....		70
PIO List.....		71
Notes .....		71
APPENDIX II: Required Tools for Various Classes.....		72
Mechanics.....		72
Electro Vehicle Mechanic .....		75
Welder .....		79
Trades Helper.....		81
Farebox Maintainer – FS.....		81
Fare Box Maintainer - LRT.....		83
Brake Lathe Operator.....		84
Autobody Mechanic .....		84
Upholsterer .....		87
Machinist.....		88
APPENDIX II (a): Tool Allowance.....		90
APPENDIX III: Vacation Entitlement for Permanent or Probationary Employees.....		91
APPENDIX IV: Vacation Entitlement for Temporary Employees.....		92
APPENDIX V: Letters of Understanding.....		92
<b>LETTERS OF UNDERSTANDING .....</b>		<b>95</b>
1. Community Service Operator.....		95
2. Hours of Work Study - Compressed Work Arrangement .....		98
3. Addendum to the 2011- 2013 Collective Agreement With Respect to Compressed Hours of Work .....		98
4. Compressed Hours of Work (CHOW) Program .....		100
5. Resolution of Union “ <i>Group II- Trades and Maintenance Employees</i> ” Staff Impacts Associated With the Transfer of Edmonton Transit Bus Maintenance to Fleet Services .....		101
6. New Bus Pre- Delivery Inspections.....		102
7. Hours of Work – Trades and Maintenance Positions.....		102
8. Registered Apprenticeship Program.....		102
9. Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement .....		103
10. Long Term Disability Plan Review.....		107
11. Shift Trading .....		107
12. Employment Insurance Reduction Program .....		108



TITLE	PAGE #
<b>PART II – HEALTH AND BENEFITS PLAN .....</b>	<b>111</b>
<b>1 INCOME PROTECTION PLAN.....</b>	<b>111</b>
1.01 Waiting Period .....	111
1.03 Benefits .....	111
1.07 Recurring Disabilities.....	114
1.08 Other Benefits While Disabled.....	114
1.09 Duration of Benefits .....	114
1.10 Alternative Employment with the City .....	114
1.10.03 Failure to Accept Alternate Employment.....	115
1.10.04 Recurrence of Disability While Engaged in Alternative Employment.....	115
1.11 Alternate Employment with an Employer Other than the City.....	115
1.12 Unapproved Employment for Gain.....	115
<b>2 LONG TERM DISABILITY PLAN.....</b>	<b>116</b>
2.01 Waiting Period .....	116
2.02 Contributions.....	116
2.03 Eligibility for Benefits.....	116
2.06 Duration of Benefits .....	118
2.07 Level of Benefits Provided.....	118
2.08 Lump Sum Settlements.....	119
2.09 Coverage Under Other Benefit Plans While Disabled.....	119
2.12 Rehabilitative Employment and Training.....	121
2.13 Rehabilitative Employment and/or Training With the City.....	121
2.14 Rehabilitative Employment and/or Training With an Employer Other than the City.....	122
2.15 Limitations and Exclusions .....	124
2.16 Cost of Living Increases.....	124
2.17 Recurring Disabilities.....	124
2.18 Long Term Disability Plan Advisory Board.....	125
<b>3 WIND- UP OF FORMER INCOME REPLACEMENT PLAN .....</b>	<b>125</b>
<b>4 GROUP LIFE INSURANCE.....</b>	<b>128</b>
<b>5 ALBERTA HEALTH CARE .....</b>	<b>129</b>
<b>6 SUPPLEMENTARY HEALTH CARE PLAN .....</b>	<b>129</b>
6.01 Supplementary Hospital Benefits .....	131
6.02 Major Medical Benefits.....	131
6.04.01 Hospital.....	133
6.04.02 Physician .....	134
6.04.03 Mental Hospital.....	134
<b>7 DENTAL PLAN.....</b>	<b>134</b>
7.03 Dental Plan Benefits .....	134

TITLE	<b>TABLE OF CONTENTS</b>	PAGE #
7.07	Limitations and Exclusions .....	135
7.07.01	X- Rays .....	135
7.07.02	Oral Examinations.....	135
7.07.03	Cleaning and Fluoride Treatments.....	135
7.07.04	Dentures, Crowns and Bridges.....	135
7.07.05	Tooth Implants .....	136
<b>8</b>	<b>HEALTH CARE SPENDING ACCOUNT .....</b>	<b>137</b>
<b>9</b>	<b>SUPPLEMENTATION OF COMPENSATION AWARD.....</b>	<b>138</b>
<b>10</b>	<b>GENERAL APPLICATION OF PLANS.....</b>	<b>139</b>
10.01	Subrogation Rights.....	139
10.02	Limitations and Exclusions.....	140
10.03	Validation of Claims .....	141
10.04	Benefit Entitlement During Full- time Employment With the Union .....	142
10.05	Benefit Entitlement During Layoff .....	143
<b>11</b>	<b>ADMINISTRATION OF PLANS .....</b>	<b>143</b>
11.03	Benefits Administration – Hour Equivalentents.....	143
11.04	Advisory Committee .....	143
<b>12</b>	<b>EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND.....</b>	<b>143</b>
<b>13</b>	<b>PENSIONS.....</b>	<b>144</b>
<b>14</b>	<b>BENEFIT PLANS – FINANCIAL SURPLUSES .....</b>	<b>144</b>
<b>LETTERS OF UNDERSTANDING (PART II) .....</b>		<b>147</b>
1.	Supplementary Health Care Plan.....	147
2.	Dependent Group Life .....	147

**NOTES**

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

A double asterisk (\*\*) designates a new clause.

# **PART I – MAIN AGREEMENT**



## COLLECTIVE AGREEMENT

between

**THE CITY OF EDMONTON**

A Municipal Corporation

(hereinafter called the "City")

of the First Part

- and -

**THE AMALGAMATED TRANSIT UNION LOCAL NO. 569**

(hereinafter called the "Union")

of the Second Part

## PART I – MAIN AGREEMENT

### 1 AMENDMENT AND TERMINATION

- 1.01 WITNESS that this Agreement shall be effective from February 26, 2012 through December 28, 2013, and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than one hundred and twenty (120) days, nor less than sixty (60) days prior to the expiration date. If amendment is desired, the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code. Changes to this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized officer of the parties to the Agreement.
- The parties agree that there shall be no strike or lockout while this Agreement is in force.

### 2 SCOPE

- 2.01 This Agreement shall apply to all employees within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board.
- 2.02 The City shall provide the Union, prior to posting, with copies of class specifications for all new classes, developed or modified classes that fall under the ATU 569 Certificate #317-93 and within the scope of the Labour Relations Code.

### 3 DEFINITIONS

#### 3.01 Block Operator

The words "*block operator*" when used in this Agreement shall mean a spare operator who signs, during the term of a major sign-up, an open signed shift on a small sign-up.

#### 3.02 Calendar Year

The words "*calendar year*" when used in this Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

#### 3.03 Class

The word "*class*" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

#### 3.04 Continuous Employment

The words "*continuous employment*" when used in this Agreement shall mean continuous permanent or probationary employment with the City.

#### 3.05 Interpretations

In this Agreement (unless otherwise indicated in the context) all words in the singular shall include the plural, all words in the plural shall include the singular, and words of masculine gender shall be deemed to include the feminine gender.

#### \* 3.06 Life Event

The words "*Life Event*" when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous one-year period;
- Birth, adoption or change in custody of a dependent child;
- Divorce;
- Legal separation or the ending of a common-law relationship;
- Death of a spouse or dependent child;
- Loss of a spouse's or dependent child's coverage under the spouse's employer's plan;
- Dependent no longer qualifies as a dependent under the plan; or,
- Spouse becomes eligible for benefits that are at least equivalent to the coverage provided under the City's plans.

#### 3.07 Maintenance Employee

The words "*maintenance employee*" when used in this Agreement shall mean any person engaged in maintenance work and listed in the Group II- *Trades and Maintenance* section of Appendix I- *Schedule of Wages*.

#### 3.08 Member

The word "*member*" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who, through the individual's employment with the City, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

#### 3.09 Normal Retirement Age

The words "*normal retirement age*" when used in this Agreement shall mean sixty-five (65) years of age.

### 3.10 Off Days

The words "*off days*" when used in this Agreement shall mean those days of rest without pay or benefits which are scheduled in conjunction with an employee's regularly scheduled hours of work.

### 3.11 Operator

The word "*operator*" when used in this Agreement shall mean the person responsible for operating a public transit vehicle which includes rail transit vehicles - an operator may also be responsible for the collecting of fares.

### 3.12 Part- Time Operator

The words "*part-time operator*" shall mean an operator who occupies a position which is normally assigned hours of work in accordance with the provisions of Part I, Article 22- *Part-Time Operators*. Part-time operators shall not be considered to be spare operator or regular operators and shall not be considered to be temporary, probationary or permanent employees, as defined by this Agreement.

### 3.13 Permanent Employee

The words "*permanent employee*" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and has continued in the employ of the City.

### 3.14 Position

The word "*position*" when used in this Agreement shall mean a specific set of duties established for a single incumbent.

### 3.15 Probationary Employee

The words "*probationary employee*" when used in this Agreement shall mean any employee who is filling a permanent position and is serving a required probationary period.

### 3.16 Promotion

The word "*promotion*" when used in this Agreement shall mean the advancement of an employee to a position with a higher salary than his present position.

### 3.17 Regular Rate of Pay

The words "*regular rate of pay*" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position, within the pay range specified for the type of position in Appendix I- *Schedule of Wages* of this Agreement.

### 3.18 Shift

The word "*shift*" when used in this Agreement shall mean the daily hours of work as arranged under the provisions of this Agreement.

### 3.19 Temporary Employee

The words "*temporary employee*" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary position for a predetermined period of time.

### 3.20 Type of Position

The words "*type of position*" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

### 3.21 Transit Security Employee

*Transit Security Employee*, when used in this agreement, shall mean a Fares

Checker, a Security Room Monitor, a Transit Peace Officer, a Sergeant/Investigator or an ETS Security Training Officer.

### 3.22 Travel Time

The words "*travel time*" when used in this Agreement shall mean the actual travelling time, via a Transit vehicle, between an operator's finishing point and his commencement point on a run or shift. Travel time may also include the time it takes to walk to a nearby relief point or finishing point.

### 3.23 Spare Operator

The words "*spare operator*" when used in this Agreement shall mean an operator who does not sign a shift during the term of a major sign-up.

### 3.24 Vacation Year

The words "*vacation year*" when used in this Agreement for Operators shall mean the first day of pay period nine and the final day of pay period eight of the following year. Adjustments of up to one pay period may be made to the vacation year, for the purpose of scheduling vacation, to accommodate variations in the number of pay weeks in the calendar year. For all other employees, vacation year when used in this agreement shall mean the period between the day after the last full pay ending in December and the final day of the last pay ending in December of the following year.

## 4 MANAGERIAL RESPONSIBILITIES

### 4.01 Managerial Rights

Subject only to limitation by this Agreement, the City has full authority to exercise the functions of management, and to direct the working forces of the City.

### 4.02 Discipline

4.02.01 The City may discipline an employee for just cause. Notices of investigation and copies of all disciplinary reports, (excluding documented counselling sessions, which are non-disciplinary) shall be provided to the Union indicating clearly the exact nature of same. Employees required to attend a meeting for discipline shall be entitled to have a Union Representative present if they wish. In recognition of facilitating aspects of the Working Relationship Agreement (WRA), wherever practicable, the employee shall be advised of this entitlement by the City in advance of the meeting. Should the Union or the employee be of the opinion that any disciplinary action is improper, then the disciplinary action may be the subject of a grievance and such grievance shall be processed in accordance with the grievance procedure of this Agreement. Any employee with less than twelve (12) months of service under this Agreement may not arbitrate the termination of employment for performance related concerns.

Past disciplinary reports shall be deemed void after an employee has maintained a clear record with no disciplinary reports for a period of thirty (30) months of active employment. Written reprimands shall be deemed void after a period of twenty-four (24) months of active employment.

## 5 UNION SECURITY

### 5.01 Recognition

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

The parties hereby agree to negotiate with each other concerning matters affecting



the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

#### **5.02 No Discrimination**

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

#### **5.03 Check- Off of Union Dues**

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

#### **5.04 Contact Information**

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

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

#### **5.05 Conformity to the Labour Relations Code**

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

#### **5.06 Names and Addresses of Union Representatives**

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

#### **5.07 New Employee Orientation**

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

### **6 WORKING CONDITIONS: GROUP I- OPERATIONAL EMPLOYEES**

#### **6.01 Hours of Work**

6.01.01 Regular operators' shifts are based on a five (5) day work week. Consistent with operating efficiency, the Department will establish shifts in such relative proportions as may be requested by the Union.

6.01.02 A five (5) day work week will be designed on the basis of thirty- seven point five (37.5) hours per week (7.5 hours daily) and up to forty (40) hours per week (8.0 hours daily) and, consistent with operating efficiency, the Department will minimize the number of shifts which will exceed seven point five (7.5) hours per day. For an operator, work amounting to not less than seven (7) hours and twenty- one (21) minutes per day exclusive of reporting time will be recognized

as a regular shift.

Operators in their first year of service, and spare board operators are subject to the *hours of work guarantee* in Part I, 6.16.

- 6.01.03 In order to facilitate convenient relieving locations, the design of shifts for a five (5) day work week may extend to eight (8) hours at the regular rate of pay. Overtime rates will apply on any excess of these limits if so designed.
- 6.01.04 In acknowledgement of a mutual desire to create a maximum volume of regular shifts, the Department and the Union shall consult in establishing regular and short shifts, and the Department will endeavour to provide as many continuous shifts as possible, conditional however, upon operational characteristics, negotiated conditions or limitations, and economical division of work assignments.
- 6.01.05 Spare operators shall be considered as working a five (5) day week and shall be paid overtime rates for work in excess of seven point five (7.5) hours a day, subject to possible extension under Part I, 6.11 by the amount of make-up pay involved in the total daily pay hours.
- 6.01.06 When a spare operator is assigned to a regular shift, he then becomes a substitute for the regular operator and is governed by the overtime provisions which apply to that shift as specified in Part I, 6.04.
- 6.01.07 Spare board operators shall receive four (4) days off in each two-week period.

## 6.02 Seniority and Selection of Shifts

### 6.02.01 Shift Classification

Each operator shall have preference by seniority in the selection of shifts. Shifts shall be grouped into the following classifications for signing and shall include swings:

- 6.02.01.01 Day Shifts - Straight shifts ending up to and including 15:00 hours.
- 6.02.01.02 Noon Shifts - Straight shifts ending between 15:01 and 19:30 hours inclusive.
- 6.02.01.03 "A" Extras - Split shifts ending up to and including 19:30 hours.
- 6.02.01.04 Night Shifts - Straight shifts ending after 22:00 hours.
- 6.02.01.05 "B" Extras - Split shifts ending after 19:30 hours; "B" Straight - Shifts ending between 19:31 and 22:00 hours inclusive.
- 6.02.02 The senior operator shall be the first to sign the sheet and other operators shall follow and sign in order of seniority until the sign-up is completed.
- 6.02.03 A new operator and Light Rail Transit sign-up shall take place at least every three (3) months, or as mutually agreed between the parties.
- 6.02.04 New sign-ups shall be posted. In advance of the sign-up being posted, the Union Sheet Committee shall be given a reasonable period of time to review it and raise any concerns. The City shall provide a response to concerns brought forward. Concerns and responses of the parties shall be provided in writing, as appropriate.
- 6.02.05 The operator sign-up sheet shall be posted in a conspicuous place in each operators' room not less than five (5) days before any sign-up commences except in case of pressing necessity when the intervening period may be shorter, but in no case for less than three (3) days. Operators shall sign the sign-up sheet promptly within a reasonable timing schedule designated by the Department.
- 6.02.06 If an operator is not present at his assigned time when a sign-up occurs and he has not indicated his choice to the supervising official in writing, using the prescribed form, then his selection shall be made by a Union official, and the operator concerned shall be bound by the decision of the Union official for the

duration of the sign-up period.

In the event that the Union official fails to make a selection within the absent operator's assigned time period on behalf of the absent operator, then the City, after reviewing the matter with a Union official, shall make a selection on behalf of such operator and the operator concerned shall be bound by the decision of the City for the duration of the sign-up period.

- 6.02.07 On a major sign-up, operators who shall be qualified as of the effective date of the sign-up, by seniority, shall select a shift or shall elect to sign on the spare board, however, when the number of unsigned shifts equals the number of operators remaining to sign, then all such remaining operators shall select a shift in order of seniority.

Operators in receipt of Long Term Disability benefits are not qualified to sign the major sign-up. Such employees will be assigned to the block/spareboard. When no longer in receipt of Long Term Disability benefits upon return to the pre-disability position, the employee will be assigned to the block/spareboard, until the next major sign-up, unless mutually agreed otherwise by the Union and the City.

- 6.02.08 All signed shifts which come open will, after three (3) days, be offered to spare operators entitled to same. Upon the return of the regular operator, the spare operator holding the shift must surrender it.

Small sign-ups will occur within the spare board every three (3) weeks. If a spare operator on any small sign-up period has passed up an open shift, he shall not be entitled to a shift of the same shift classification should one subsequently become vacant.

- 6.02.09 The remainder of spare operators not temporarily holding shifts will rotate daily.

- 6.02.10 No regular continuous shift shall be changed between sign-ups without the consent of the Union executive. All split extras, whether worked by spare operators or regular operators, shall be subject to change. If it is necessary to change a regular split extra, the Department agrees to do everything in its power to substitute comparable work; any material change will be discussed with the Union representatives.

- 6.02.11 During the period when an operator sign-up is in progress, no changes shall be made to any shift without the concurrence of the Union representative.

**6.02.12 Block Operator**

If a block operator signs an open shift and is "bumped" mid-week in any calendar week, he will be regarded as a spare operator and will revert to the spare list to complete the required five (5) day work week.

**6.02.13 Other Operational Employees**

Sign-ups for operational employees other than operators may be established by Edmonton Transit.

**6.03 Dispatchers**

- 6.03.01 Dispatchers shall work a forty (40) hour work week, eight (8) hours per day, including an undesignated period of time for lunch on-the-job where possible, according to the shift schedule posted in their place of work.
- 6.03.02 Employees relieving as dispatchers shall be paid at the rates established for this type of position.
- 6.03.03 **Shift Differential - Dispatchers**

An employee who works a scheduled shift, the major portion of which falls between the hours of 16:00 and 08:00, shall receive a shift differential of one dollar (\$1) for each hour of that shift.

Effective June 24, 2007 an employee who works an evening shift, the major portion of which falls between the hours of 16:00 and 24:00, shall receive a shift differential of one dollar ten cents (\$1.10) for each hour of that shift. An employee who works a night shift, the major portion of which falls between the hours of 24:00 and 08:00, shall receive a shift differential of one dollar twenty cents (\$1.20) for each hour of that shift.

An employee shall not be eligible for shift differential for hours at premium rates.

#### **6.04 Overtime**

- 6.04.01 Overtime rates for a regular operator will apply immediately if the Department requests an operator to continue on his run after the normal finishing time or if he is assigned to other work in addition to his established shift.
- 6.04.02 Where an operator is required to work in excess of his regular scheduled daily hours, he shall be paid one and one-half (1½) times his regular rate of pay for the first two (2) hours and two (2) times his regular rate of pay for each hour thereafter until relieved from duty.
- 6.04.03 When an off-shift operator is required to commence a run between the hours of 22:00 and 04:00 hours, he shall receive two (2) times his regular rate of pay for all hours worked.

#### **6.05 Pay for Work on Off Days**

All employees who are required to work on an off day will be paid at two (2) times their regular rate of pay for all hours worked.

#### **6.06 Pay for Work on Statutory Holidays**

- 6.06.01 An employee who commences work on a recognized statutory holiday for which the employee is eligible shall receive two (2) times his regular rate of pay until employee concludes working in addition to the provisions of Part I, 9.01.
- 6.06.02 An employee, required to work on a recognized statutory holiday for which he is eligible and which is also one of his off days or a Sunday, shall receive the statutory holiday premium and not the off day or Sunday work premium.
- 6.06.03 The premium rates of pay specified in this section shall be paid only to those employees who work the statutory holiday in accordance with the provisions of Part I, 9.01.01 and 9.01.02.

#### **6.07 Sunday Work Premium**

In the event that an employee is scheduled to work on Sunday, and said Sunday does not constitute one of his off days, he shall be paid at one and one-quarter (1¼) times his regular rate of pay for the scheduled shift.

#### **6.08 Reporting Allowance**

An operator's wages shall be computed from the time set for reporting. A reporting allowance of thirteen (13) minutes will be paid on each run departing from the garage and on regular straight-night runs returning to the garage. This thirteen (13) minute allowance is not applicable to on-the-road relief pieces of work.

#### **6.09 Spread Pay Premium**

An employee shall be paid a spread pay premium as per the following schedule when his shift exceeds a ten (10) hour spread between the commencement and finish of the work day. This premium is not applicable when work is performed at an overtime rate by an operator designated as a regular operator. However, a spare operator shall be eligible to receive both premiums.

SPREAD	PREMIUM
10:01 - 11:00 hours	\$.30 per day
11:01 - 12:00 hours	\$.75 per day
TWELVE HOUR SPREAD	
An employee who is required to work a shift or run which extends the length of his work day beyond twelve (12) hours shall be paid the applicable overtime rate for all work which is performed after the twelve (12) hour spread.	

**6.10 Spare Operators' Covering Allowance**

6.10.01 An operator who reports for the purpose of covering runs or shifts shall receive a covering allowance in accordance with the following provisions:

6.10.01.01 An operator who reports prior to noon shall receive the regular rate of pay until he takes out a run. If he is not assigned work, or if he is relieved and assigned work which begins more than two (2) hours from the time of the report, he shall receive two (2) hours' covering allowance at the regular rate of pay.

6.10.01.02 An operator who reports at or after noon shall receive the regular rate of pay until he takes out a run. If he is not assigned work, or if he is relieved and assigned work which begins more than one and one-half (1½) hours from the time of the report, he shall receive one and one-half (1½) hours' covering allowance at the regular rate of pay.

6.10.02 No operator may leave the operating garage while covering runs unless released by the dispatcher in charge.

6.10.03 The actual time for which an operator has been retained by the dispatcher to cover runs or shifts shall be included in calculating the operator's total hours of work for that day and shall be applicable for overtime.

**6.11 Minimum Pay - Operator Short Assignments**

Any single piece of work will be paid a minimum amount equivalent to two (2) hours at the regular rate of pay. However, if an operator is called out from home, he shall receive a minimum of two (2) hours' pay at the applicable rate for such work.

**6.12 Short Interval Through Pay**

Where an interval of point five (.5) hours or less exists between two (2) pieces of work, the operator shall be paid straight through the interval and the two (2) assigned pieces of work shall be regarded as a single piece of work, except that an emergency call-out from home occurring during the point five (.5) hour period shall constitute a separate piece of work from the work performed previous to the call-out.

**6.13 Operator Delay Pay**

It is agreed that a reasonable degree of tolerance must be observed in the actual time of return of buses to the garage. Delay claims will only be recognized in instances where the delay is ten (10) minutes or greater.

**6.14 Instructional Pay**

6.14.01 Operators shall be paid one dollar (\$1) per hour extra while acting as in-service instructors in the training of new operators. The City shall review the qualifications and performance of employees acting as in-service instructors.

6.14.02 When no instructors are available, auxiliary instructors may be utilized for route testing and shall be paid one dollar (\$1) per hour extra.

6.14.03 The City may utilize Dispatchers to provide dispatch classroom training, at a

rate of one dollar twenty-five cents (\$1.25) per hour extra.

### **6.15 Accident/Incident Reports**

An operator involved in an accident or incident shall provide a written accident/incident report of the event within 24 hours of the time the event took place, or was brought to the operator's attention. Operators preparing the statement outside their normal working hours shall be paid point five (.5) hours at the regular rate of pay.

Operators requested to attend further investigation of the matter after submitting a complete and properly prepared Accident or Incident report shall be paid one (1) hour at the regular rate of pay.

### **6.16 Spare Board Guarantee**

6.16.01 The City guarantees to each spare board operator (excepting those operators who are in their first year of service) a minimum pay equivalent to seventy-four (74) hours at his regular rate of pay per pay period, provided he reports for work on time and carries out the duties assigned to him. Operators in their first year of service are guaranteed a minimum pay equivalent to 67.5 hours. The minimum pay guarantee is calculated by including all allowances, premiums (including but not limited by overtime premium, statutory holiday premium, spread pay premium and covering allowance), vacation pay, and compassionate leave with pay in addition to hours worked at the regular rate of pay. Statutory holidays as provided in 9.01 shall be included in the guarantee, but overtime hours worked on off days shall not be included. In dispatching overtime work, consideration may be given to spareboard operators prior to regular operators, subject to organizational efficiency.

6.16.02 In the event of absence through illness, workers' compensation or approved leave without pay, the guarantee will be reduced pro rata on the basis of the relationship of the number of hours of absence thus incurred to the actual days worked, expressed in hours, of the pay period.

6.16.03 If, however, in a pay period, a spare board operator fails to report or fails to take any work offered, the minimum guarantee shall be reduced by one-tenth (1/10) on the first occasion of such failure. If there is a second instance of failing to report or take offered work, the guarantee shall be reduced by one-fifth (1/5). Any further instances of the above will relieve the City of any liability for a minimum guarantee with respect to such pay period.

### **6.17 Returning to Work After Sickness Absence**

By virtue of the fact that a block operator may be temporarily holding his shift, a regular operator must communicate prior to 11:00 hours on the day preceding his expected date of return and this communication must be made on a day other than the off days associated with his shift. If he communicates after 11:00 hours of such day, he shall report to the Dispatchers who may assign him such work as is available and which commences no earlier than one (1) hour prior to the time he normally would have begun his shift and/or ends no later than one (1) hour after the time he normally would have completed his shift. In any event, the operator shall receive a minimum of one (1) day's pay for such work.

### **6.18 Operation of Buses**

Only an operator shall operate a public transit vehicle carrying passengers, except in cases of emergency.

### **6.19 Trading Shifts**

An operator who wishes to trade a shift or part of a shift shall first obtain permission from the management supervisor or designate, and every trade must be

recorded.

The number of approved trades in a sign up is not limited, although all trades are subject to management's approval.

Trades may be approved for extended periods of time provided mutual agreement of both the management supervisor and Union representative is obtained.

## **6.20 Spare Operators List**

The Department shall keep the spare list down to a minimum consistent with efficiency.

## **\* 6.21 Medical Examination**

A transit operator or training instructor who wishes to take the medical examination required for his operator's license at the City's expense shall arrange such medical examination with the medical authority appointed by the City.

## **\* 6.22 Travel Time**

**6.22.01** Operators shall receive travel time at their regular rate of pay in accordance with the following provisions:

**6.22.01.01** An operator who works a straight shift which has different finishing and commencement points shall receive travel time between the finishing point and commencement point less five (5) minutes, provided such travel time is ten (10) minutes or greater for each shift worked. Straight shifts shall include those shifts which have a work break of point five (.5) of an hour or less between two pieces of work.

**6.22.01.02** An operator who works a split shift shall receive travel time between the finishing point and the commencement point of each run which has different finishing and commencement points, less five (5) minutes, provided such travel time is fifteen (15) minutes or greater for each shift worked.

**6.22.02** Travel time shall be included in calculating the length of shifts, but shall not be paid at premium rates for that portion of the shift (after the inclusion of travel time) that exceeds seven and one-half (7½) hours.

## **\* 6.23 Leave for Medical and Dental Appointments**

**6.23.01** A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that he is not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

**6.23.02** A permanent or probationary employee compelled to arrange a medical or dental appointment during working hours which takes longer than three (3) hours shall have such time deducted from his earned Income Protection Benefits, unless otherwise provided.

**6.23.03** In instances when an employee is compelled to attend a medical or dental appointment during working hours, other than emergent situations, that employee shall, by 11:00 hours of the previous day, inform his supervisor of such appointment.

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

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

6.23.06 A permanent or probationary employee who is compelled to attend a medical or dental appointment during working hours shall produce a medical certificate, proving attendance at such appointment, signed by a doctor, dentist or chiropractor in order to qualify for payment as defined in Part I, 6.23.01. and 6.23.02.

\* **6.24 Payment in Lieu of Coffee Breaks, Lunch and Rest Periods, and Performance Reviews**

6.24.01 All transit operators shall receive in lieu of coffee breaks, lunch and rest periods, a yearly payment in an amount equivalent to forty (40) hours' straight-time wages computed at the applicable rates and pro-rated according to the operator's length of service between the commencement of the twenty-fourth (24th) pay period in the previous calendar year and the conclusion of the twenty-third (23rd) pay period in the current calendar year. The annual payment of this premium shall be made on the pay day immediately following the conclusion of the twenty-fourth (24th) pay period of the current calendar year.

6.24.02 Upon termination by an operator, for whatever reason, the City may pay such operator the applicable amount of this premium which has accrued as a result of his qualifying service in the year of termination. If the City pays a terminating operator in this manner, the City shall not be liable to pay such operator any portion of this premium at the time specified in Part I, 6.24.01.

6.24.03 All transit operators shall receive a yearly payment equivalent to point five (.5) hours at the regular rate of pay in recognition of their attendance at performance reviews to be paid on the pay day stipulated in Part I, 6.24.01.

\* **6.25 Park 'N Ride**

Each operator who works a full Park 'n Ride shift will be paid a minimum of four (4) hours. The four (4) hours will be made up of two (2) hours' take-in and two (2) hours' take-away. Operators will not be considered to be on duty and will not be paid from the time they are released by the Supervisor until the time they are informed to be back at their bus.

Rates of pay for Sundays and statutory holidays will be paid in accordance with the premium provisions in Part I, Article 6- *Working Conditions: Group I, Operational Employees*. Should either two (2) hours' take-in or the two (2) hours' take-away period be extended to complete the service requirement, additional time will be paid in accordance with the appropriate rate of pay.

\* **6.26 Standby Pay**

6.26.01 Employees held on standby by the City shall be paid for standby services on the following basis:

- Evening to morning - at their regular rate of pay for one (1) hour.
- Off days - at their regular rate of pay for two (2) hours.
- Statutory holidays - at their regular rate of pay, at the rate of one (1) hour in every six (6), for those hours held on standby on that recognized statutory holiday.

## **7 WORKING CONDITIONS: GROUP II- TRADES AND MAINTENANCE EMPLOYEES**

### **7.01 Hours of Work**

The regular hours of work for all "types of positions", with the exception of those in the Plant Section, within the Fleet Services Branch, the Transit System Branch and the Finance Branch shall be eighty (80) hours bi-weekly.



Employees who have continuously been on either Workers' Compensation Benefits (WCB) or Long Term Disability (LTD), and whose claim commences prior to January 7, 2007, will remain at the equivalent of seventy-five (75) hours bi-weekly until they return to work, at which time they will convert to an eighty (80) hour bi-weekly schedule.

- 7.01.01 The regular working hours of day shift workers shall be eight (8.0) (seven and one half (7.5) for Plant employees) consecutive hours per day exclusive of one [1] hour or one-half [ $\frac{1}{2}$ ] hour off without pay for lunch as agreed between the Department and the majority of the employees at any one location) between the hours of 06:00 and 17:00, five (5) days per week.

Each facility may implement one shift beginning at 06:00, per class. In the event more 06:00 shifts are to be implemented, prior Union concurrence will be required.

- 7.01.02 The regular working hours of night shift workers shall be a shift of any eight (8.0) (seven and one half (7.5) for Plant employees) consecutive hours between 15:00 hours of one day and 07:00 hours of the next day, for five (5) shifts per week, exclusive of one-half ( $\frac{1}{2}$ ) hour off without pay for lunch each night.

- 7.01.03 A sign-up for all maintenance employees eligible to participate in a sign-up shall be posted in a conspicuous place in each maintenance work location not less than five (5) days before any sign-up commences, except in case of pressing necessity when the intervening period may be shorter, but in no case for less than three (3) days. Eligible employees shall sign the sign-up sheet promptly within a reasonable timing schedule designated by the City.

- 7.01.04 On a sign-up, employees who shall be eligible as of the effective date of the sign-up shall, consistent with training requirements and efficiency, select shifts assigned their classification in order of seniority.

- 7.01.05 If an eligible employee is not present at his assigned time when a sign-up occurs and he has not indicated his choice to the supervising official in writing using the prescribed form, then his selection shall be made by a Union official, and the employee concerned shall be bound by the decision of the Union official for the duration of the sign-up period.

In the event that the Union official fails to make a selection within the absent employee's assigned time period on behalf of the absent employee, then the City shall, after reviewing the matter with a Union official, make a selection on behalf of such employee and the employee concerned shall be bound by the decision of the City for the duration of the sign-up period.

Employees in receipt of Long Term Disability benefits are not qualified to sign the major sign-up. When no longer in receipt of Long Term Disability benefits, upon return to the pre-disability position, the employee will be assigned to a shift until the next sign-up. Every effort will be made to assign the employee a shift as similar as possible to the one that his seniority would have allowed him to sign, unless mutually agreed otherwise by the Union and the City.

- 7.01.06 A new maintenance sign-up shall take place at least every four (4) months or as mutually agreed by the parties.

- 7.01.07 **Union Representation at Maintenance Sign-Up**

New sign-ups shall be posted. In advance of the sign-up being posted, the Union Sheet Committee and the City shall jointly review it and discuss any concerns.

The City agrees to pay for a Union representative to assist with the maintenance sign-ups for up to two days per sign-up. The effectiveness of having a Union Representative at the sign-up will be reviewed by the parties, with the understanding that this process will continue as long as it proves to be effective.

## 7.02 Off Days

If the principle of allowing the two (2) off days consecutively each week interferes with the proper operation of the Department, then management may allot two (2) days which are not consecutive. It is understood that this policy will be followed only when it is found absolutely necessary.

## 7.03 Overtime Work

- 7.03.01 An employee required to work in excess of his shift shall be paid two (2) times his regular rate of pay for all hours worked in excess of his shift.
- 7.03.02 If an employee is required to work overtime during the eleven (11) hour period immediately prior to the commencement of his regular shift and he does not receive during that eleven (11) hour period a rest period in excess of four (4) consecutive hours, he shall receive the overtime premium during the hours of his regular shift until relieved from duty for a period in excess of four (4) consecutive hours.
- 7.03.03 An employee called out for emergency work outside his regular shift but not immediately preceding it shall receive not less than two (2) hours' pay at the specified overtime premium, and overtime shall be paid from the time of the call.
- 7.03.04 An employee required to work overtime, following the completion of his regular hours of work, which continues in excess of two (2) hours, shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor. In the event overtime continues, such an employee shall become eligible for further lunch breaks, without loss of pay, at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

## 7.04 Pay for Work on Off Days

An employee required to work on an off day shall be paid at two (2) times his regular rate of pay for all hours worked. The provisions of Part I, 7.03.02 and 7.03.03 shall also apply in *this* section.

## 7.05 Pay for Work on Statutory Holidays

- 7.05.01 An employee who commences work on a recognized statutory holiday for which the employee is eligible shall receive two (2) times his regular rate of pay until the employee concludes working in addition to the provisions of Part I, 9.01.
- 7.05.02 An employee required to work on a recognized statutory holiday for which he is eligible and which is also one of his off days shall receive the statutory holiday premium and not the off day premium.
- 7.05.03 The provisions specified in Part I, 7.03.02 and 7.03.03 shall be applicable in *this* section.
- 7.05.04 The premium rates of pay specified in this section shall be paid only to those employees who work the statutory holiday in accordance with the provisions of Part I, 9.01.01 and 9.01.02.

## 7.06 Shift Differential

An employee who works a scheduled shift, the major portion of which falls between the hours of 16:00 and 08:00, shall receive a shift differential of one dollar (\$1) for each hour of that shift.

Effective June 24, 2007 an employee who works an evening shift, the major portion of which falls between the hours of 16:00 and 24:00, shall receive a shift differential

of one dollar ten cents ( \$1.10) for each hour of that shift. An employee who works a night shift, the major portion of which falls between the hours of 24:00 and 08:00, shall receive a shift differential of one dollar twenty cents (\$1.20) for each hour of that shift.

An employee shall not be eligible for shift differential for hours at premium rates.

#### **7.07 Temporary Change of Duty**

When an employee is appointed to perform duties in excess of one (1) working hour in a type of position senior to that which the employee regularly holds, the employee shall be paid the regular rate of pay established for such senior type of position for the hours so worked. If multiple rates have been assigned the position to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said position which allows for a minimum of the next higher rate of pay established within Appendix I- *Schedule of Wages*. Employees relieving in a managerial position will be paid for such relief in accordance with City policy.

#### **7.08 Mechanic Classification**

Electro Vehicle Mechanics and Mechanics shall be considered two classifications.

#### **7.09 Sunday Work Premium**

In the event that an employee is scheduled to work on Sunday and said Sunday does not constitute one of his off days, he shall be paid at one and one-quarter (1¼) times his regular rate of pay for the scheduled shift.

#### **7.10 Trading Shifts**

An employee who wishes to trade a shift or part of a shift shall first obtain permission from the management supervisor or designate, and every trade must be recorded.

The number of approved trades in a sign up is not limited, although all trades are subject to management's approval.

Trades may be approved for extended periods of time provided mutual agreement of both the management supervisor and Union representative is obtained.

#### **7.11 Continuous Full- Time Service**

Temporary Group II (Trades and Maintenance) employees will attain permanent status after twelve (12) months of continuous full- time service in the same position, subject to satisfactory performance, and will be eligible for the applicable benefits provided in Part I and Part II of this agreement.

The parties may mutually agree to waive permanent status.

An employee who is hired to replace a permanent employee who is on an approved:

- Extended leave due to illness or injury, or
- Maternity leave of absence, and/or
- Parental leave of absence

shall not automatically become a permanent employee by virtue of being continuously employed for a period of twelve (12) months and shall retain their temporary status while replacing the permanent employee. The retention of temporary status in this case shall not exceed a period of eighteen (18) months.

#### **7.12 Standby Pay**

**7.12.01** Employees held on standby by the City shall be paid for standby service on the following basis:

- Evening to morning – at their regular rate of pay for one (1) hour.
- Off days – at their regular rate of pay for two (2) hours.

- Statutory holidays – at their regular rate of pay, at the rate of one (1) hour in every six (6), for those hours held on standby on that recognized statutory holiday.

\* **7.13 Operator/Maintainer Classification**

Employees operating the following types of equipment, for one (1) hour or more, shall be rated up to the Operator/Maintainer classification for such time:

- Ballast Regulator
- Loader
- Locomotive
- Snow Blower (Typhoon)
- Tie Exchanger
- Wheel Lift Tow Truck
- CIV
- High Rail

An employee operating the Tamper or the CIV shall receive a premium of five dollars (\$5) per hour in addition to being rated up to the Operator/Maintainer rate of pay.

Employees must be fully trained and competent in the operation of the specified equipment in order to receive the increased rate of pay.

**7.14 Leave for Medical and Dental Appointments**

7.14.01 A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay provided that he is not absent from work for a period longer than three (3) hours. Such employees shall not be obliged to make up the time spent away from work to keep the appointment.

Employees are required to advise their supervisor or designate of such medical appointment as far in advance as possible in order to allow the supervisor to manage the workload.

7.14.02 A permanent or probationary employee compelled to arrange a medical or dental appointment during working hours which takes longer than three (3) hours shall have such time deducted from his earned Income Protection Benefits, unless otherwise provided.

An employee whose absence exceeds three (3) hours for a medical or dental appointment may use vacation credits as applicable for the hours portion thereof in excess of three (3) hours in order to avoid having the absence counted as an incident of absence.

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

7.14.04 A permanent or probationary employee who is compelled to attend a medical or dental appointment during working hours may be asked to produce a medical certificate proving attendance at such appointment, signed by a doctor, dentist or chiropractor in order to qualify for payment as defined in Part I, 7.14.01 and 7.14.02.

**7.15 Rates of Pay for Internal Apprenticeship Appointments**

In circumstances where an internal employee is successful in obtaining an apprenticeship appointment, and the appointment would otherwise result in a reduction to the employee's rate of pay, the City may elect to freeze the employee's existing rate until such time as the apprentice rate matches or exceeds it.

## **8 WORKING CONDITIONS: GROUP III - TRANSIT SECURITY EMPLOYEES**

### **8.01 Hours of Work**

- 8.01.01 Hours of Work for the Fares Checker class will be 8 (eight) hours per day (80 hours bi-weekly) exclusive of an unpaid lunch break.
- 8.01.02 A four (4) day work week may be designed by the City for some shifts based on 40 hours per week, 10 hours per day at the regular rate of pay, or based on 37.5 hours per week, 9.38 hours per day.
- 8.01.03 Hours of work for the Security Room Monitor class will be 8 to 12 hours per day (75 hours bi-weekly) exclusive of an unpaid lunch break.
- 8.01.04 Hours of work for the Transit Peace Officer class will be 8 to 11 hours per day, inclusive of a paid lunch break and will average to 40 hours per week over a specified period of time (not to exceed 16 weeks).
- 8.01.05 Hours of work for the Sergeant/Investigator class will be 8 to 11 hours per day. While working as a Sergeant, employees will work 8 to 11 hour days, inclusive of a paid lunch break and their hours will average 40 hours per week over a specified period of time (not to exceed 16 weeks). While working as Investigators, employees will work 7.5 hours per day, (75 hours bi-weekly), exclusive of an unpaid lunch break.
- 8.01.06 Hours of work for the ETS Security Training Officer will be 7.5 hours per day (75 hours bi-weekly) exclusive of an unpaid lunch break.
- 8.01.07 If a Security Room Monitor, a Fares Checker, an Investigator or an ETS Security Training Officer is requested by the City to continue working during a lunch break then the employee shall either be given a break equivalent to the period worked or shall be paid overtime as outlined in Part I, 8.03.01.
- 8.01.07.01 Security Room Monitors who are on a shift schedule that requires them to work alone and to remain at their station of employment during their meal period shall be paid for such meal period at their regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.

### **8.02 Sign- Ups**

- 8.02.01 The City will establish sign-ups for Transit Security employees.
- 8.02.02 Fares Checker shifts shall be comprised of split shifts to match peak ridership hours. Employees grandfathered into Fares Checker positions will work straight shifts, normally Monday- Friday. These shifts will be comprised of Day shifts and/or Afternoon shifts.
- 8.02.03 Security Room Monitor shifts shall be identified on the sign-up as either day shifts, afternoon shifts, night shifts, or swing shifts.
- 8.02.03.01 Day Shift – a day shift shall be defined as a shift where the majority of hours fall between 07:00 and 15:00 hours.  
Afternoon Shift – an afternoon shift shall be defined as a shift where the majority of hours fall between 15:00 and 23:00 hours.  
Night Shift – a night shift shall be defined as a shift where the majority of hours fall between 23:00 and 07:00 hours.  
Swing Shift – combination of day, afternoon and night shifts within the shift schedule.
- 8.02.04 Transit Peace Officer and Sergeant shifts will be identified on the sign-up as a combination of days, afternoons and nights within the shift schedule. The team

shifts will be designed in such a manner as to provide employees with a minimum of two (2) shift schedules from which to choose from. The shift schedules will be reasonably different from each other with respect to the number of days, afternoons and nights contained within it.

- 8.02.05 Employees will sign the sign- up in seniority order. Sign- ups shall occur at least once every four months, except for Transit Peace Officers and Sergeants who shall conduct sign- ups at least every twelve (12) months.
- 8.02.06 New sign- ups shall be posted. Prior to the sign- up being posted, the Union Transit Security Sheet Committee shall be given the opportunity to peruse the new sign- up and address any concerns it has with the City.
- 8.02.07 Sign- up sheets shall be posted and signed not less than twenty- one days before the sign- up commences. All Group III employees shall sign the sign- up sheet promptly within a reasonable timing schedule designated by the Department.
- 8.02.08 If a Group III employee is not present at the assigned time when a sign- up occurs and the employee has not signed, using the prescribed form, then the selection shall be made by a Union official, and the employee concerned shall be bound by the decision of the Union official for the signup period.
- 8.02.09 In the event that the Union official fails to make a selection within the absent Group III employee's assigned time period on behalf of the employee, then the City, after reviewing the matter with the Union official, shall make a selection on behalf of the employee and the employee concerned shall be bound by the decision made by the City for the sign- up period.
- 8.02.10 When the sign- up is completed, the City will forward a copy of the signup to the Union.
- 8.02.11 All signed shifts, which are filled on a relieving basis, will be surrendered to the regular Group III employee upon return.
- 8.02.12 During the sign- up process, and during the period of the sign- up, shifts will not be changed without the concurrence of a Union representative.

### **8.03 Overtime**

- 8.03.01 When a Transit Security employee is required to work in excess of the assigned regular scheduled daily hours, the employee shall be paid one and one- half (1 ½) times the regular rate of pay for the first two (2) hours and two times (2) the regular rate of pay for each hour thereafter until relieved from duty.

#### **8.03.02 Pay for Work on Off Days**

All Transit Security employees who are required to work on an off day will be paid at two (2) times their regular rate of pay for all hours worked.

#### **8.03.03 Court Time**

When a Transit Security employee is required to attend Court on behalf of the City outside of scheduled daily hours, the employee's shift will be amended to accommodate the appearance, as mutually agreed between the employee and the City.

If the shift has not been amended, and the court appearance begins or extends into off- hours, an employee will receive overtime, as outlined in Part I, 8.03.01, for the excess hours worked.

If the appearance is on an off day, and has not been changed the employee will receive a minimum of two (2) hours times double the regular hourly rate of pay for the appearance. The employee will continue to receive double the regular hourly rate if the court appearance exceeds two (2) hours.

#### **8.03.04 Pay for Work on Statutory Holidays**

**8.03.04.01** An employee who commences work on a recognized statutory holiday for which the employee is eligible shall receive two (2) times the regular rate of pay until the employee concludes working in addition to the provisions of Part I, 9.01.

**8.03.04.02** An employee, required to work on a recognized statutory holiday for which the employee is eligible and which is also one of his off days or a Sunday, shall receive the statutory holiday premium and not the off day or Sunday work premium.

**8.03.04.03** The premium rates of pay specified in this section shall be paid only to those employees who work on the actual calendar day for the statutory holiday in accordance with the provisions of Part I, 9.01.01 and 9.01.02.

**8.03.04.04** If a statutory holiday falls on an off day for a Transit Security employee working a four-day work week, as described in Part I, 8.01.02, the statutory holiday will be based on their normal hours of work as follows:

- A seven point five (7.5) hour day for Security Room Monitors and Investigators.
- An eight (8) hour day for Fares Checkers, Transit Peace Officers and Sergeants.

If the employee works the statutory holiday, payment will be based on a nine point three (9.38) hour day for those employees who normally work 75 hours bi-weekly and on a ten (10) hour day for those employees who normally work 80 hours bi-weekly.

#### **8.04 Sunday Work Premium**

In the event that a Transit Security employee is scheduled to work on Sunday and said Sunday does not constitute one of the employee's off days, the employee shall be paid at one and one-quarter (1¼) times the employee's regular rate of pay for the scheduled shift.

#### **8.05 Trading Shifts**

Group III employees are allowed to trade within the classifications as follows:

- When a Group III employee works a shift for another Group III employee who is absent, then:
  - ♦ A Transit Peace Officer can work a Transit Peace Officer, Fares Checker or Security Room Monitor shift.
  - ♦ A Security Room Monitor can work a Security Room Monitor or Fares Checker shift.
  - ♦ A Fares Checker can work a Fares Checker shift.
- All trades are predicated on the employees involved in the trade possessing the required qualifications for the class they are trading into.
- A Group III employee who wishes to trade a shift or part of a shift shall first obtain permission from the management supervisor, or designate, and every trade must be recorded.
- The number of approved trades in a sign-up is not limited, although all trades are subject to management's approval.
- Trades may be approved for extended periods of time provided mutual agreement of both the management supervisor and Union representative is obtained.

## 8.06 Leave for Medical and Dental Appointments

- 8.06.01 A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that he is not absent from work for a period longer than three (3) hours. Such employees shall not be obliged to make up the time spent away from work to keep the appointment.
- 8.06.02 A permanent or probationary employee compelled to arrange a medical or dental appointment during working hours which takes longer than three (3) hours shall have such time deducted from his earned Income Protection Benefits, unless otherwise provided.
- 8.06.03 In instances when an employee is compelled to attend a medical or dental appointment during working hours, other than emergent situations, that employee shall, by 11:00 hours of the previous day inform his supervisor of such appointment.
- 8.06.04 A permanent or probationary employee who is compelled to attend medical or dental appointments during working hours shall be excused from his duties at a time scheduled by the City.
- 8.06.05 Upon return to work from a medical or dental appointment, such employee shall be assigned duties until the normal completion of his shift. If the City requires such employee to work in excess of his normal shift, then such employee will be eligible for overtime as provided for in this Agreement.
- 8.06.06 A permanent or probationary employee who is compelled to attend a medical or dental appointment during working hours shall produce a medical certificate, proving attendance at such appointment, signed by a doctor, dentist or chiropractor in order to qualify for payment as defined in Part I, 8.06.01 and 8.06.02.

## 8.07 Casual Pool

The City will establish a sufficient pool of Fares Checkers to be called in on an "as required" basis, for the purpose of temporary relief work. Employees within the pool who possess the required qualifications to work as Security Room Monitors or Transit Peace Officers will also be offered available work as required, in these classifications. In these instances, the employee's rate of pay will be increased to the regular rate of pay of the classification performed.

- \* Casual employees shall provide the City with information regarding their availability for work. A casual employee will be terminated from employment if the employee has not worked at least one shift within any consecutive period of 30 days, exclusive of approved leaves of absence, provided said employee has been offered at least one shift within the 30 day period and within the employee-indicated available period.

## 9 FRINGE BENEFITS

### 9.01 Statutory Holidays

#### 9.01.01 Recognized Statutory Holidays

- 9.01.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement. All permanent, and probationary employees shall be entitled to the holidays specified provided they meet the terms and conditions set out in Part I, 9.01.03.

- \*
  - New Year's Day
  - Alberta Family Day
  - Good Friday



- Easter Monday
  - Victoria Day
  - Canada Day (July 1, or July 2 when July 1 is a Sunday)
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day (December 26), and
- any other holiday which the City allows employees as a whole.

9.01.01.02 Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to the statutory holiday or have completed thirty (30) working days with the City in the preceding twelve (12) months shall be entitled to receive such statutory holidays as are set forth in Section 1(1)(g) of the Employment Standards Code (S.A. 1996 c.E- 10.3), or as follows (whichever is more favourable):

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (July 1, or July 2 when July 1 is a Sunday)
- Labour Day
- Thanksgiving Day
- Remembrance Day, and
- Christmas Day.

9.01.01.03 Part-time employees shall be entitled to statutory holidays commensurate with their status as probationary or permanent and shall be paid at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

#### 9.01.02 Observance of Statutory Holidays

The statutory holidays, as specified in this section, shall be observed by the parties to this Agreement on the normal calendar day of occurrence, or the legal date for observance of the statutory holiday established by legislation, or a day designated by the City.

#### 9.01.03 Eligibility for Statutory Holidays

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

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

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

- a) available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday, or
- b) on approved leave for a period of ten (10) working days or less duration.

Further to Part I, 9.01.03.02 (b), the following limitations apply:

- If the leave is a result of a compensable accident, the affected employee shall only be eligible for the statutory holiday if the period of leave

commences after the observed date of the statutory holiday.

- If the statutory holiday or lieu day occurs during a period of sick leave that is ten (10) working days or less, and the work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.

9.01.03.03 Where the City designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not consistent with the operational requirements of the department, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor.

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

## 9.02 Annual Vacation Leave

### 9.02.01 Vacation Leave Provisions

9.02.01.01 A permanent or probationary employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix III- *Vacation Entitlement for Permanent or Probationary Employees*.

9.02.01.02 A temporary employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix IV- *Vacation Entitlement for Temporary Employees*.

9.02.01.03 An employee shall be entitled to vacation credits commensurate with the employee's status as temporary, probationary or permanent and the employee's vacation pay shall be his/her regular rate of pay. A part-time operator shall be entitled to annual vacation in accordance with the Employment Standards Code.

9.02.01.04 When a temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the City as a temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, the months employed as a temporary employee which occur prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.

9.02.01.05 When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the City as a part-time employee in a calendar year and dividing by the yearly number of hours worked by full-time employees in similar positions. The result thus obtained shall constitute the years of service and these, added to subsequent years of continuous service, shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, part-time employment which occurred prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.

9.02.01.06 An employee shall receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the

- employee and the City.
- 9.02.01.07 Subject to City Policy, an employee may be permitted to carry over vacation to the next vacation year.
- 9.02.01.08 On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at the employee's regular rate of pay. In case of death, payment shall be made to the employee's estate. The City shall recover any vacation leave advanced to the employee from any monies which are owed to the employee.
- 9.02.01.09 If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation leave of that employee, the employee shall receive equal time off, with pay, or pay in lieu thereof, at the discretion of the City.
- 9.02.01.10 An employee who has been absent from work without pay shall cease to earn vacation credits commencing with the first (1st) complete pay period of such absence and continuing until the employee returns to work.
- 9.02.01.11 A permanent or probationary employee absent because of occupational or non- occupational disability shall earn vacation credits in accordance with the following:
- A permanent or probationary employee absent because of occupational disability for a period in excess of one hundred and eighty (180) consecutive calendar days, shall cease to earn vacation credits after the one hundred and eightieth (180th) calendar day until the employee returns to work.
  - A permanent or probationary employee who is in receipt of Income Protection benefits shall continue to earn vacation credits.
  - A permanent or probationary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.
- 9.02.01.12 If an employee produces evidence within twenty- four (24) hours of his/her return to work, satisfactory to the City, proving that he/she was incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non- occupational sickness and/or injury for a period of three (3) working days or more during his/her annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of the City. The conversion of vacation to income protection will only be considered if the employee had reported the disability to the City during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Union.
- NOTE: Such evidence must have been obtained during the period of disability and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.
- 9.02.01.13 A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.
- 9.02.01.14 Insofar as the efficient operation of a department will permit, an employee shall have the right to choose the period of vacation according to seniority standing.
- 9.02.01.15 The vacation year for ATU Local 569 (except Transit Operators) shall be the period between the day after the last full pay ending in December and the final day of the last full pay ending in December of the following year. The vacation year for Operators is the first day of pay period nine and the final

day of pay period eight of the following year. Adjustments of up to one pay period may be made to the vacation year, for the purpose of scheduling vacation, to accommodate variations in the number of pay weeks in the calendar year.

- 9.02.01.16 An employee may be allowed to take vacation leave to the maximum of his/her earned vacation leave. During the vacation year in which the employee is eligible for increased vacation entitlement, and thereafter, the employee may use such increased vacation entitlement prior to his/her anniversary date. In the event that such increased vacation entitlement is used prior to his/her anniversary date and the employee leaves the service of the City prior to the employee's anniversary date the provisions for recovery of advanced vacation credits as found in this Agreement shall apply.
- 9.02.02 Signing Annual Vacation Leave
- 9.02.02.01 A list showing the vacation allowance which employees of Group II will be eligible for in the current vacation year will be posted on appropriate bulletin boards by March 1 of each year. The vacation time schedule for Group II employees will be completed and posted in the Department by April 15 of each year.
- 9.02.02.02 A list showing vacation allowance which employees of Group III will be eligible for in the current vacation year will be posted on appropriate bulletin boards by January 7 of each year. The vacation time schedule for Group III employees will be completed and posted in the Department by January 31 of each year.
- Vacation sign- up for Fares Checkers and Security Room Monitors shall be within the group of employees in the classification they occupy. Employees working as Investigators (in the Investigator/Sergeant classification) shall sign vacation within the Investigator group.
  - Vacation sign- up for Transit Peace Officers, Sergeants and Relief Sergeants shall be based on Group III seniority within each team. No more than one employee from each team will be allowed vacation time at any one time, unless approved by management.
- 9.02.02.03 Seniority will be given preference in the preparation of this schedule but will apply to only one (1) vacation period each year. Those employees wishing to take vacation prior to the completion of the above process shall apply directly to their immediate supervisor.
- 9.02.02.04 Insofar as the efficient operation of the Department or section thereof will permit, an employee shall have the right to choose vacation according to seniority standing. In the event that the employee does not exercise this choice, the Department Head or his designate shall assign the vacation period.
- 9.02.02.05 A list showing the vacation allowance which operators will be eligible for in a calendar year will be posted on appropriate bulletin boards at least fifteen (15) days prior to signing for such vacation.
- Each operator is required to sign in seniority order within a predetermined time schedule mutually agreed upon by the Union and the Department which will ensure completion of the selection prior to the eighth pay period of the current calendar year.
  - Any operator who chooses not to sign within the time limit allowed for his selection will sign in accordance with the vacation time available at the time of his appearance for selection. Should the operator not be able to communicate his choice of vacation time due to exceptional circumstances

beyond his control, then, upon request, the Department will endeavour to provide his vacation time in a period comparable to those available at his predetermined time of selection.

9.02.02.06 The Department shall inform the Union prior to the commencement of the vacation selection as to the total number of man weeks required to fulfill the vacation entitlement and the number of men that can be permitted away in any one (1) vacation period. The Department will endeavour to provide as many vacation periods as possible, within the prime periods, as can be allowed while maintaining an efficient operation of the services to be provided by Edmonton Transit.

**9.02.03 Operator Vacation Quotas**

Insofar as the efficient operation of the Department permits, the following guidelines will be used to establish vacation quotas for operators based on the number of active operators as of February 1.

Period	Number of Weeks	% of Men
January 2 - March 11	10	4.1
March 12 - April 29	7	6.0
April 30 - June 24	8	6.6
June 25 - August 26	7	10.0
August 27 - September 9	2	7.2
September 10 - November 11	9	5.0
November 12 - December 30	7	6.0
Special Periods	Number of Weeks	
July 16 - July 22	1	
July 25 - July 29	1	
<b>Additional Entitlements</b>		
<ul style="list-style-type: none"> <li>• Spring Break</li> <li>• Christmas Week</li> </ul>		

**9.03 Leave of Absence**

**9.03.01 Leave of Absence for Full- Time Union Employment**

9.03.01.01 In the event that an employee becomes a full- time official of the Union, the employee shall be granted leave of absence for the purpose of carrying out the duties of office and seniority shall continue as if in continuous employment with the City. The employee shall have the right at any time, on giving one (1) month's notice, to return to the previously held position or to such other position to which the employee may be promoted by reason of seniority and ability. The employee shall provide such notice no later than thirty days of ceasing to be a full- time official of the Union.

9.03.01.02 An employee who acquires a full- time position with any labour body with which the Union is affiliated, may be granted a leave of absence. Seniority shall continue as if in continuous employment with the City. The employee

shall have the right at any time, on giving one month's notice, to return to the previously held position or to such other position to which the employee may be promoted by reason of seniority and ability. The employee shall provide such notice no later than thirty days of ceasing to be in the full-time position.

- 9.03.01.03 Such an employee shall contribute to the Welfare Fund and all of the employee benefit plans in accordance with the conditions of such plans - it being understood that the City's contribution toward the cost of such benefits will be borne by the Union.

**9.03.02 Leave of Absence for Union Business**

- 9.03.02.01 Insofar as the efficient operation of a Department permits, an employee elected as a delegate to a Union Convention shall be granted leave of absence without pay.

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

- In the event that an employee is elected to the negotiating committee for the Union, he shall be granted leave at the regular rate of pay for the position to which he is permanently appointed or serving the required probationary period thereof, during such time as he meets with the representatives of the City for the purpose of collective bargaining. The Department Head will be advised in writing of the names of the elected employees. The provisions of this clause shall be limited to four (4) employees unless the City and the Union mutually agree otherwise.

- 9.03.02.03 In the event that a Union officer is required to meet with City representatives to discuss a grievance, he may be granted leave with pay. If the City requires the attendance of the employee who is grieving, he may also be granted leave with pay.

- 9.03.02.04 Leave of absence with pay for other matters of mutual concern shall be made in accordance with City regulations.

- 9.03.02.05 Leave of absence with pay shall be for those hours the employee normally would have worked had he not been required to meet with representatives of the City.

**9.03.03 Leave of Absence Without Pay**

- 9.03.03.01 Leave of absence without pay may be granted to the employee at the discretion of the City.

- 9.03.03.02 Employees may be approved to utilize vacation credits or banked time to attend to short-term emergent family situations.

**9.03.04 Bereavement Leave**

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- 9.03.04.01 When death occurs in the employee's immediate family - that is, current spouse, child/ward, parents, on request, shall be excused for up to any five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the five (5) working days.

- 9.03.04.02 Three (3) days' leave with pay to attend funeral services of persons related as follows: grandchild, guardian, parent of current spouse, brother, sister,

brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a related dependent of the employee. The employee, on request, shall be excused for up to any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.

9.03.04.03 One (1) day's leave with pay to attend funeral services of persons related as follows: grandparent or grandparent of current spouse. The employee, on request, shall be excused for up to one (1) regularly scheduled working day without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral.

9.03.04.04 One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 9.03.04.01, 9.03.04.02, or 9.03.04.03 above shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

9.03.04.05 The word "*funeral*" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.

9.03.04.06 The term "*extenuating circumstances*" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.

9.03.04.07 A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

9.03.04.08 Should additional time be required due to extenuating circumstances, employees may be approved to utilize vacation credits or banked time, or be granted leave without pay, upon request.

#### 9.03.05 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the City.

#### 9.03.06 Maternity/Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by the City in accordance with the following:

9.03.06.01 To a pregnant female employee who is either permanent or has been employed with the City for a period of at least twelve (12) consecutive months, upon her application to her Department Head. Except where otherwise specified in the Employment Standards Code, the City will be under no obligation to provide future employment if:

- the employee fails to make an application for maternity leave; and
- the employee fails to report for work, and
- the City is unable to reach the employee, or does not receive a satisfactory explanation for the absence.

9.03.06.02 Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.

9.03.06.03 Employees who are members of the City's Disability Plans and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may qualify for Supplemental Unemployment (SUB PLAN) benefits for the duration of the

valid, health-related period, subject to the terms of the SUB PLAN. In any event, receipt of SUB PLAN benefits will begin no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Such employees who do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.

NOTE: For the purposes of this Section, the City's Disability Plans shall include the Income Protection Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.

*"Valid health-related portion"* shall mean that period of an eligible employee's pregnancy prior to and following childbirth, during which she is disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

- 9.03.06.04 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than six (6) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her position or such alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.
- 9.03.06.05 Maternity leave shall be in accordance with the provisions in the Employment Standards Code which is up to fifteen (15) weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to thirty-seven (37) additional weeks of unpaid parental leave, for a combined total of fifty-two (52) weeks leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.
- 9.03.06.06 An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.
- 9.03.06.07 Whenever the employee is absent for more than the approved period of maternity and/or parental leave, unless the absence is due to unforeseen or unpreventable circumstances the employee shall automatically be deemed to have terminated employment when the said period expires.
- 9.03.06.08 An employee returning from maternity and/or parental leave within the approved period shall be given the same position, if available, or a comparable position, at the employee's former rate of pay, provided notice of return to work is given to the City. As much notice as possible should be given, but in any event, the notice period shall not be less than four (4) weeks.
- 9.03.06.09 Parental leave of up to thirty-seven (37) weeks in duration for fathers or adoptive parents will be granted in accordance with the provisions of the Employment Standards Code. Employees on such approved leave will not lose seniority.
- 9.03.07 Participation in Benefit Plans While on Leave of Absence
- 9.03.07.01 Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall, before their leave of absence commences,



choose one of the following options.

- 1) Make appropriate arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall make appropriate arrangements to pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.
- 2) Make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue his/her membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least ten (10) consecutive work days. In addition, employees selecting this option shall, upon re- entry into the Dental Care Plan, have benefits limited in accordance with Part II, 7.04. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

9.03.07.02 An employee who does not undertake one of the options provided for in Part I, 9.03.07 shall, for all benefit plan purposes, be considered to have selected option number two and will be bound by the conditions therein.

9.03.07.03 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.

9.03.07.04 The provisions of Part I, 9.03.07 shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with Part I, 9.03.06.

#### **9.03.08 Working For Gain While On A Leave Of Absence**

An employee engaged in other employment for gain without the express written consent of the City while on leave of absence shall be deemed to have automatically terminated his/her service with the City.

#### **9.04 Medical, Sick Leave and Life Insurance Benefits**

- \* Every person covered by this Agreement shall be bound by the conditions specified in the plans developed for the employees' security as agreed upon by the City and the Union and shall be eligible for such benefits as are set forth in these plans which cover medical, sick leave, life insurance and dental benefits.

**9.05 Clothing**

**9.05.01 Operational Staff**

9.05.01.01 The City agrees to supply operational staff who are Operators, Instructors, Dispatchers, Transit Security Officers, and Transit Security Officer Supervisors with the following clothing:

**ANNUAL FOOTWEAR SUBSIDY**

The City shall subsidize the purchase by those operational staff governed by Part I, 9.05.01 of one (1) pair of approved standard shoes in the amount of fifty percent (50%) of the cost of such standard shoes or seventy-five dollars (\$75) whichever is the lesser. Operational staff in the service of the City as of January 31 shall receive an annual payment of such shoe allowance as soon as reasonably possible. This shoe subsidy does not apply to Group III employees.

For Group III employees only, the City will subsidize the purchase of one pair of appropriate, specialized footwear, approved by the City, in the amount of fifty percent (50%) of the cost, up to a maximum of one hundred dollars (\$100) per calendar year. The employee must produce the receipt in order to claim a reimbursement.

The clothing issue listed below shall constitute the exclusive items to be worn when wearing them in uniform. The City, at its discretion, may offer additional optional choices.

<b>CLOTHING – EVERY TWO YEARS</b>			
<b>OPERATORS</b>	<b>DISPATCHERS</b>	<b>TRAINING INSTRUCTORS</b>	<b>TRANSIT PEACE OFFICERS</b>
4 shirts (option short or long)	4 shirts	4 shirts	4 shirts
3 pants/shorts	3 pants/shorts	3 pants/shorts	3 pants/shorts
1 headwear	1 sweater	1 sweater	1 sweater
(1) 3-in-1 Coat		1 tunic	1 tunic
2 ties or scarves	2 ties or scarves	2 ties or scarves	2 ties or scarves
Option to trade 2 shirts for one sweater	1 headwear	1 headwear	1 pair gloves 1 military cap
<b>CLOTHING – EVERY FOUR YEARS</b>			
<b>OPERATORS</b>	<b>DISPATCHERS</b>	<b>TRAINING INSTRUCTORS</b>	<b>TRANSIT PEACE OFFICERS</b>
	(1) 3- season coat	(1) 3- season coat	(1) 3- season coat
			1 rain coat
<b>CLOTHING – EVERY SIX YEARS</b>			
<b>OPERATORS</b>	<b>DISPATCHERS</b>	<b>TRAINING INSTRUCTORS</b>	<b>TRANSIT PEACE OFFICERS</b>
1 winter coat	1 winter coat	1 rain coat or wind breaker	1 winter coat
		1 winter coat	

The City will supply to operational staff such necessary equipment as deemed required by the City for their position, including a badge, punch, punch holder, washroom key, and Operator's Manual. These items remain the property of the City and shall be recoverable upon demand. Operational staff are required to wear items of uniform issue and approved standard shoes which have been subsidized.

Loss, theft, misuse or any form of carelessness by operational staff will not be regarded as just cause for the reissue of any uniform entitlement.

- 9.05.01.02 The first issue of clothing will be made as soon as possible after successful completion of the Department training program. The employee will be required to pay Edmonton Transit one-half (½) of the cost of this first issue. Payment may be made by payroll deduction, but the title to all articles so issued shall remain with the Department until the total indebtedness is discharged. All subsequent clothing issues shall be free of charge to the employee.

Upon completion of training, new employees would receive a full entitlement and go into the normal cycle. To ensure however, that new employees will have adequate uniform articles in their second year, new employees will receive two (2) pair of pants, two (2) shirts, and one (1) sweater.

Where reasonable wear and tear is demonstrated on an item issued under the new two (2) year clothing cycle, such item will be replaced at no cost.

- 9.05.01.03 However, if an operational employee leaves the service of Edmonton Transit, reimbursement must be made to the Department if severance occurs prior to the half-life of the most recent issue.

- 9.05.01.03.01 Original issues:

- If severance occurs prior to the half-life of an original issue, the employee will reimburse the City's share of that article.

- 9.05.01.03.02 Subsequent issues:

- If severance occurs prior to the half-life of a subsequent issue, the employee will reimburse the City one-half (½) of the cost of that article.

- 9.05.01.04 The half-life of any article is determined as follows:

- uniforms, uniform trousers, walking shorts, culottes, shirts, blouses, headwear, and sweaters twelve (12) months from date of issue
- Operator winter-type coat, Instructor raincoat, Transit Security Officer and Transit Security Officer Supervisor winter-type coat, Dispatcher and Instructor winter-type coat or optional three-season coat thirty-six (36) months from date of issue
- Operator, Dispatcher, and Instructor Burberry-type coat or wind breaker twenty-four (24) months from date of issue
- Transit Security Officer and Transit Security Officer Supervisor three-season coat and raincoat twenty-four (24) months from date of issue
- Gloves twelve (12) months from date of issue

The half-life calculation for winter-type coats and gloves begins on October 1st of the issue year.

NOTE: The Department will not accept used clothing as an alternative to reimbursement.

- 9.05.01.05 Notwithstanding the foregoing, operational staff shall be allowed to retain all clothing in their possession upon retirement.

- 9.05.01.06 Each uniformed operational employee shall be issued one (1) service stripe

- upon completion of each five (5) year period of service.
- 9.05.01.07 The regular issue of uniform entitlement shall be made May 1st of each calendar year, and the regular issue of winter- type coats and gloves shall be made October 1st. The issue of uniform entitlement will be made only from the Transportation Clothing Stores.
- 9.05.01.08 Where a new operational employee becomes eligible for clothing issue after October 31st of any calendar year, said issue will be regarded as the regular issue for the following calendar year.
- 9.05.01.09 When measurements for a clothing issue are required, a notice of such requirement shall be enclosed with the employee's pay cheque stub. The notice shall also designate the place for eligible employees to report for measurement and shall stipulate a time limit for such measurement. An employee who does not report to the designated place for measurement within the time limit specified in the notice shall waive all claims to his clothing issue for that replacement term. Exceptions to the provisions of this clause shall only be made in the event that an employee is absent from work due to illness, injury, vacation or approved leave on the termination date of the time limit stipulated for measurement, in which case the employee will receive a notice to confirm his/her current measurement.
- 9.05.01.10 Provided an operational employee provides sufficient evidence of satisfactory uniform appearance to the Department, such employee may, for the retirement year, choose to receive a dollar amount equivalent to the cost of the clothing issue that he/she would have received in the year of retirement, provided that such request is made prior to the employee being measured for the clothing issue.
- 9.05.02 Maintenance Staff**
- 9.05.02.01 A sufficient number of parkas, slickers, rubber boots and flying boots shall be kept at the garages for the use of employees on emergency work.
- 9.05.02.02 Coveralls shall be supplied free of charge by the City to body shop trades, welders and battery men as required, but the City shall not be required to furnish more than five (5) pairs of coveralls in any one (1) year to each employee entitled thereto.
- 9.05.02.03 Coveralls or smocks shall be supplied free of charge by the City to all maintenance employees as required, but the City shall not be required to furnish more than three (3) pairs in any one (1) year to each employee entitled thereto.
- In lieu of two (2) pairs of coveralls, Servicemen, Mechanics, Electro-Vehicle Mechanics, Auto Bodyman Mechanics and Cleaners may choose one pair of insulated coveralls, as determined by the City, once in every two-year period.
- 9.05.02.04 The City agrees to provide facilities whereby coveralls may be laundered at no cost to the employee.
- 9.05.02.05 Gloves shall be supplied free of charge by the City to servicemen as required.
- 9.05.02.06 The City shall issue to each tradesman two (2) pairs of gloves annually. Additional gloves will be provided, subject to justifiable wear and tear, upon the approval of the supervisor.
- 9.05.02.07 Annual Safety Boot Subsidy**
- Where the conditions of employment demand or require the use of safety boots or shoes, the City will subsidize the purchase by an employee, except track maintainers, of C.S.A. approved safety boots or shoes in the amount of

fifty percent (50%) of the cost of such safety boots or eighty- five dollars (\$85), whichever is the lesser. Such employees in the service of the City as at January 31 shall receive the annual payment of such shoe allowance as soon as reasonably possible after January 31 of each calendar year. An employee who does not complete thirty (30) days continuous employment with the City shall not be eligible for safety boot subsidy. This provision shall not apply to Track Maintainers.

**9.05.02.08 Annual Specialized Footwear Subsidy For Track Maintainers**

The City will subsidize the purchase by an employee of C.S.A approved specialized footwear in the amount of fifty percent (50%) of the cost of such footwear up to a maximum of one hundred dollars (\$100) per calendar year. Employees must produce receipts in order to claim a reimbursement.

**9.06 Transportation**

9.06.01 Free transportation will be granted on all lines operated by the City to all operators when in uniform, or upon production of a pass signed by the Department Head, or upon production of an authorized badge, and to all employees covered by this Agreement upon production of a pass signed by the Department Head or an authorized badge.

9.06.02 The City shall furnish an annual Edmonton Transit pass to members and their spouses, such members having been retired on pension at or after the full age of fifty- five (55) years or who receive a pension on account of total permanent disability.

**9.06.03 Parking**

9.06.03.01 Parking facilities of Edmonton Transit will be supplied, where possible, to all employees who make request for same.

9.06.03.02 A rate of one dollar (\$1) per month shall be charged per employee using the parking facilities.

**9.07 Tool Allowance**

9.07.01 The City may require employees to supply a basic tool kit as per Appendix II- *Required Tools for Various Classes*. Where employees are required to supply tools, the City shall provide an annual payment (tool allowance) to cover normal wear and tear and incidental loss of the employee's tools as per Appendix II (a) - *Tool Allowance*. The tool allowance shall be paid on the pay day closest to April 30 of each year, for the previous calendar year. The applicable tool allowance will be based on the employee's class as of December 31 of the previous year.

9.07.02 Tool allowance payments, listed in Appendix II(a) will be adjusted by the same rate as the previous year's negotiated general wage adjustment. For example, the payment due in April of any year will include an adjustment reflecting the previous year's general wage increase.

9.07.03 Employees who become eligible for a tool allowance under the provisions of this clause for the first time will have this first payment prorated based on the length of time in the position the previous year.

**9.08 Fringe Benefit Entitlement When Relieving in a More Senior Position**

An employee assigned to different types of positions during the payroll year shall receive his annual vacation leave, statutory holidays and Income Protection Plan Benefits according to the regular rate of pay of his staff formed position, except that if he has been appointed to relieve in a higher position, and works in the higher level position, in accordance with Part I, 7.07 in excess of nine hundred and eighty (980) working hours at the higher amount in the payroll year then he shall

be compensated retroactively in the payroll year for annual vacation leave, statutory holidays and Income Protection Plan Benefits, according to the rate of pay assigned the higher type of position included in Appendix I of this Agreement. Such payments shall be processed on the pay day closest April 15th of the year following. This process will apply to Groups I, II and III employees.

The provisions of this clause shall apply only to those employees who are in the employ of the City for the majority of the calendar year.

### **9.09 Health and Welfare Benefits**

- 9.09.01 Employees covered by this Collective Agreement shall be bound by the conditions specified in the Health and Welfare Benefit Plans contained in Part II of this Agreement and shall be eligible for benefits in accordance with provisions of said Plans.
- 9.09.02 Pension benefits and terms and conditions are set forth in the Public Sector Pension Plans Act (1993), including relevant schedules and regulations. All eligible employees shall participate in this plan and make required contributions by payroll deductions.

## **10 EMPLOYMENT**

- 10.01 If conditions of health are not satisfactory, employees shall be subject to medical examination as directed by the City.
- 10.02 The normal probationary period for all employees shall be six (6) months. This probationary period may be extended for three (3) months with a possible further extension of three (3) months. However, prior to the last three (3) month extension, the Union shall be given the opportunity to review the reasons for such extension. Employees shall be eligible for benefits as established in Part I and Part II of this agreement.
- 10.03 New employees who for any reason do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the service.
- 10.04 A copy of the retirement form will be copied to the Union, with employee authorization.

## **11 PROMOTIONS**

- 11.01 In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge and skills contained in the job posting shall be the primary considerations. Performance records, where available, may also be considered. Where two or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.
- 11.02 Employees shall be eligible to apply for positions not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, it is expressly declared that nothing in this Agreement shall be deemed to bind the City to appoint an employee to a position which does not come within the scope of this Agreement.
- 11.03 An employee who has been promoted to a higher permanent position shall have a probationary period of six (6) months. This probationary period may be extended for three (3) months with a possible further extension of three (3) months. However, prior to the last three (3) month extension, the Union shall be given the opportunity to review the reasons for such extension. During the probationary period, an employee may elect to revert to his former position or may be reverted by the City.

11.04 Any employee having the seniority and qualifications to fill a higher vacant position and who for any reason declines or refuses to accept such position when it is offered to him in writing, shall become junior in seniority to the employee who is appointed. This clause shall not apply to a temporary position of less than one (1) week.

## 11.05 Relief Pools

### 11.05.01 Establishment of Relief Pools

Relief pools may be established for any class of work in Groups I, II, or III. The City retains discretion to determine which relief pools will be created and the number of relief positions that will be available in the respective pools. This information shall be provided to the Union and made available to employees.

### 11.05.02 Purpose

The purpose of the relief pool system is to:

- Provide employees with an opportunity to learn and gain experience in preparation for promotion;
- Provide the City with a pool of trained and experienced employees to act in relief of absent employees;
- Provide the City with an opportunity to evaluate an employee's suitability for promotion.

### 11.05.03 Filling Relief Pool Positions

Relief pool positions shall be posted internally in places accessible to employees. Information on postings shall include:

- Educational qualifications;
- Required knowledge and skills;
- The requirements of the pool development process.

### 11.05.04 Selection to the Relief Pool

Candidates will be selected to a relief pool position based on required qualifications, knowledge and skills, as well as an assessment of responses to interview questions and the quality of the applicant's work performance to date. Employees will be eligible for selection to only one (1) relief pool. Group seniority will be used in the event that candidates are determined to be equally qualified.

Candidates who do not possess all of the required qualifications, knowledge and skills, or who do not possess a satisfactory work record may not be appointed to a relief pool. If no suitable applicants are found from those applying, then open positions will not be filled.

### 11.05.05 Relief Pool Seniority

Relief pool seniority is based on the date of appointment to the relief pool. When more than one (1) employee is appointed to a pool at the time of a posting, then Group seniority shall determine the relative seniority of candidates in that pool.

### 11.05.06 Relief Pool Training and Development

For each relief pool, a set of criteria will be established to determine full competency. In addition, a maximum time limit will be set for attaining full competence. This time period may be extended if the employee does not have sufficient opportunities to demonstrate competency. This information will be provided to the Union and opportunity provided for feedback.

Records of competency levels of pool members will be maintained by the

supervisor of the relief pool. Regular feedback will be provided to the employee regarding his performance by the supervisor of the relief pool and the operational supervisors.

Work/experience assignments will be determined by the City based on the developmental and experiential needs of relief pool members and the operational needs of the organization.

Once a relief pool member has been determined to be fully competent, he shall be eligible for appointment to a permanent position and the Union notified of same. In the event that performance issues arise subsequent to attaining competency but prior to promotion from the relief pool, then the employee may be removed from the pool. If a relief pool member has not attained full competency within the maximum available time, he shall be removed from the pool.

#### **11.05.07 Compensation**

An employee's regular rate of pay will be increased to the level of the higher classification when relieving in the classification. An employee's rate of pay will not be adjusted when they are training in the relief position.

#### **11.05.08 Selection to Permanent Positions**

Selection of candidates to permanent positions for which relief pools exist shall occur as follows:

- At the time a permanent vacancy exists, the City shall select the most senior fully competent relief pool member. Part I, 11.01 shall not apply in these instances and appointments will be made without posting.

If the most senior relief pool member is not fully competent when a permanent vacancy arises, that person will continue in the relief pool in order to attain full competency and a more junior relief pool member who has achieved full competency may be appointed to the open position. If no one in the relief pool has achieved full competency at the time of the vacancy, then the position will be posted under the provisions of Part I, 11.01.

## **12 LAYOFFS AND REHIRES**

12.01 When in the opinion of the Department Head, it is necessary to reduce the number of employees in any position that falls within the scope of this agreement, he shall, as far as practicable and having regard to efficiency, lay off first the last employee taken into employment and so on; if additional employees are required in any position, the last employee laid off from that position, if available and competent, will be given preference on re-employment.

12.02 When an employee has been advanced to any position and such position is afterwards affected by a reduction of employees, the employee so advanced shall be reduced to the position, rank and seniority from which he was last advanced in preference to being laid off.

## **13 POSTING AND FILLING VACANCIES**

- \* 13.01 Vacant positions required to be filled shall be conspicuously posted, for a period of seven (7) calendar days in all departments, branches or sections having jobs coming within the jurisdiction of the Union.

Where the City experiences difficulty filling positions in a specific classification, postings may remain open for longer than seven (7) calendar days.

Internal bulletins limiting eligible applicants to the employees in a department(s), branch(es), or section(s) may be utilized where the circumstances warrant.



- \* 13.02 Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to the Human Resources Branch, clearly indicating the appropriate job requisition number and the return address of the applicant. All applications will be considered as submitted by the applicant.  
A copy of all postings or internal bulletins shall be sent to the Union.  
The Human Resources Branch shall notify the Union of the selected applicant and the names of all unsuccessful applicants, upon the completion of the selection process.  
The Human Resources Branch shall also notify each internal employee who was an unsuccessful applicant of the name of the successful applicant.  
Such employee shall have 10 working days from the date they received notification of the name of the successful applicant on the competition, to initiate a grievance. The City shall appoint the selected applicant, and that appointment shall be final, subject to satisfactory completion of the required probationary period, or the outcome of any grievance filed within 10 working days from the date the Union received notice of the successful and unsuccessful candidates from the City.
- \* 13.03 Vacant positions required to be filled shall be posted immediately:
- except as provided in clauses 13.04, 13.05, and 13.06, and
  - except for temporary positions filled by appointment for a period of up to ninety (90) consecutive calendar days.
  - In no case shall temporary appointments exceed ninety (90) calendar days, unless mutually agreed to by the parties.
- 13.04 Appointments may be made by mutual agreement between the Union and the City without posting. If qualified applicants have not come forward as a result of a posting, the vacant position may be filled by appointment.
- \* 13.05 Appointments to positions made vacant by the reversion or the termination of an employee during the initial probationary period may be made by the City without further posting from among the original applicants to such positions.

## 14 SENIORITY

- 14.01 Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become, and has since continued, as a permanent employee in accordance with the provisions included in this section, except for apprentices who are subject to the provisions of Part I, 17.04.
- 14.02 Seniority for promotions shall be determined by the employee's length of service in the relevant group of Groups I, II or III.
- 14.03 Seniority for other purposes shall be based upon the employee's length of service within his type of position.
- 14.04 Temporary employees shall not have seniority standing, except for regular sign-ups only. However, temporary employees may be reassigned during a sign-up regardless of their length of service to meet operational requirements.
- 14.05 During the probationary period, as defined by Part I, 11.03, a permanent employee who is promoted to another position within the scope of this Agreement may choose to revert to their former position, or may be reverted by the City. Upon such reversion, an employee's seniority within their former Group shall be deemed to be uninterrupted and shall include the period of time during which they assumed the other position.
- 14.06 A permanent employee who transfers (other than a promotion) to another position covered by this agreement may choose to revert to their former position for a period of up to three (3) months. Upon such reversion, an employee's seniority within the former Group shall be deemed to be uninterrupted and shall include the

period of time during which the employee assumed the other position. The above conditions shall apply for a period of up to twelve (12) months in cases where the employee is reverted by the City.

- 14.07 A permanent employee who has transferred to another position in the City, outside the scope of this Agreement, may choose to revert to their former position for a period of up to three (3) months. Upon such reversion, an employee's seniority within this Agreement and former Group shall be deemed to be uninterrupted and shall include the period of time during which the employee assumed the other position. The above conditions shall apply for a period of up to twelve (12) months in cases where the employee is reverted by the City.
- 14.08 An employee shall continue to accrue seniority during all periods of unpaid leaves of absence up to twelve (12) months in duration, provided they have paid dues for the period of leave, in accordance with Part I, 9.03.07.01(1). In the event that an employee fails to pay dues during their leave and does not return to the City at its expiration, then the City, as directed by the Union, shall deduct the dues from any remuneration remaining payable to the employee. Dues will be remitted to the Union, provided that any monies owed to the City are paid first.  
The City shall provide the Union with the names of employees on leave of absence, for periods of one complete pay period or more.
- 14.09 An employee shall lose all seniority in the event:
- He transfers within the City to a position outside the scope of this Agreement for a period in excess of that permitted under Part I, 14.07;
  - He does not return from an unpaid leave of absence within twelve (12) months of its commencement;
  - He leaves employment with the City of Edmonton;
  - He is laid off and fails to report to work for a period of seven (7) days after the City has issued written notice to do so, unless the failure is due to illness or other just cause. The employee shall be responsible for ensuring the City has his current address on file;
  - He is laid off for a period longer than twelve (12) months;
  - He is discharged for just cause and not reinstated.
- Any exceptions to the above shall only be permitted with the mutual agreement of the parties.
- 14.10 A list showing the seniority of employees within the jurisdiction of the Union shall be furnished annually by the City to the Union. Should the Union request more than one (1) seniority run in a calendar year and the City is able to provide such additional seniority run(s), then the Union shall pay the cost, if any, of providing such additional run(s).

## 15 DISPUTE RESOLUTION PROCESS

### 15.01 Preamble

The Dispute Resolution Process is designed to:

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

## 15.02 Definitions

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

## 15.03 Union Representation

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

### Step 1: Problem- Solving Stage

- 1) An employee, representative of the City or Union representative (for Policy or Group issues) is encouraged to resolve any dispute through face- to- face discussion with the person(s) with whom there is a dispute.
- 2) The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
- 3) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.
- 4) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

### Step 2: Consultation Stage

- 1) An employee, representative of the City or Union representative may initiate consultation if a dispute is not resolved through problem- solving, or an employee or representative believes problem- solving will not resolve the dispute.
- 2) A request for consultation shall be submitted in writing within ten (10) working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.
  - a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the appropriate management supervisor, with a copy to the appropriate HR Business Partner Representative and the Labour Relations Section, Human Resources Branch.

- b) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources Branch.
  - c) A request for consultation by the City shall be submitted to a Business Agent of the Union.
  - d) A request for consultation by an employee shall be copied to the Union office.
- 3) In the application of discipline involving the suspension of an employee, the City will engage in pre-disciplinary consultation with the Union, unless deemed inappropriate by the City under the circumstances.
  - 4) Once initiated, a representative of the Human Resources Branch will schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting will be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.
  - 5) The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
  - 6) Any notes taken during the Consultation stage are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
  - 7) The consultation process will commence at the earliest opportunity. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee, Union or the City may conclude consultation at any time by written notice to the other party(ies).
  - 8) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

**Step 3: Formal Review Stage**

- 1) The Union, or the Union on behalf of the employee, may initiate a grievance if a dispute is not resolved by consultation.
- 2) A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- 3) A grievance shall be initiated in writing within ten (10) working days of the date that notice is received of the conclusion of consultation.
  - a) Individual or group grievances shall be submitted to the General Manager of the applicable department.
  - b) Policy grievances initiated by the Union shall be submitted to the Manager of Human Resources.
- 4) Following receipt of the grievance, the General Manager (or designates) shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).
- 5) The participants will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.
- 6) The formal review stage will commence at the earliest opportunity. The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further consultation.
- 7) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

- 8) The employee, Union or the City may conclude a formal review at any time by written notice to the other party(ies). At the conclusion of the formal review, the General Manager (or designate) shall provide a written summary to the Union of the issues discussed, agreements reached, and any issues that remain in dispute.

**Step 4: Arbitration Stage**

- 1) Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union may refer any grievance to arbitration if it has not been resolved by formal review.
- 2) A referral to arbitration shall be initiated in writing within twenty working days of the conclusion of the formal review stage.
- 3) Grievances referred to arbitration by the Union shall be submitted to the Manager of Human Resources.
- 4) The parties may mutually agree to refer a grievance to a one- person arbitration board. If the parties fail to agree, the grievance shall be referred to a three- person arbitration board.
- 5) In referring a grievance to arbitration, the Union shall notify the City of:
  - a) Its willingness to use a one- person arbitration board, or
  - b) Its appointee to a three- person arbitration board, and
  - c) The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- 6) The City shall notify the Union within five working days of its willingness to use a one- person arbitration board or its appointee to a three- person arbitration board.
- 7) If the City fails to respond within five working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the Union.
- 8) The Union and the City shall select the chairperson of the arbitration board within five working days of the City's response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.
- 9) No person shall be appointed as a member or chairperson of an arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- 10) Each party shall bear the expense of its respective member and shall bear one- half of the expenses of the chairperson of the arbitration board.
- 11) Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.
- 12) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.
- 13) The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
- 14) The arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within sixty working days, unless the parties mutually agree that written reasons are not required.
- 15) The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the

arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.

- 16) The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 17) The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

#### **15.04 General**

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

### **16 OPERATOR TRAINING**

- 16.01 Applicants must be able to speak, read and write the English language satisfactorily.
- 16.02 The length of the training period shall be left to the discretion of the Department Head (General Manager).
- 16.03 Except as provided in Part I, 16.04, operator trainees will be trained on all types of surface passenger vehicles operated by Edmonton Transit before being accepted as qualified operators.
- 16.04 LRT operator positions shall be posted within Edmonton Transit and surface transit operators shall be given the opportunity for vacant positions. A sufficient number of operators shall be trained to ensure the required coverage for the LRT Section.
- 16.05 Operators who have successfully completed the required LRT Operator Training Program shall be granted vacant LRT operator positions according to seniority. Spare operators in the LRT Section shall also provide coverage, if required, on the surface transit system. If vacancies occur within the regular LRT operator positions, spare LRT operators shall be given the first opportunity for such a position. The shift which is then left vacant shall be placed on the block and, if not signed by a trained operator, shall be worked by the most junior of those operators who have been trained for the LRT Section.
- 16.06 LRT Operators who are required to write the LRT "A" exam outside of their regular working hours will receive two (2) hours' pay at straight time, provided the exam is submitted in accordance with established deadlines. LRT Operators are responsible for keeping their LRT License current.

### **17 APPRENTICES**

- 17.01 All apprentices shall qualify as journeymen under the provisions in Alberta Legislation governing apprenticeship before they can be rated as journeymen in any trade, i.e. machinists, welders, etc. During the last twelve (12) months of apprenticeship, apprentices shall be expected to do the same work as journeymen, if required, in that particular trade.
- 17.02 When an employee has completed his apprenticeship, he shall be retained in the service as a journeyman, provided there is a vacancy, but it is understood and agreed that no journeyman shall be laid off or discharged from his position to make room for an apprentice who has completed a term of apprenticeship.
- 17.03 If apprentices are to be appointed to any trade coming under the provisions of this Agreement and are to be instructed in a trade designated as coming within the

provisions of the Apprenticeship and Industry Training Act of the Province of Alberta, their instruction and other matters pertaining to them shall be in conformity with the provisions of said Act and regulations pertaining thereto but in no event shall the rate of wages payable be less than the rates shown in Appendix I of this Agreement. Employees applying for positions as apprentices shall not be deemed to be applying for promotions.

- 17.04 Apprentices who receive their journeyman certificate with the City of Edmonton shall receive seniority for service as an apprentice in a permanent position under this agreement with the City of Edmonton to a maximum of 48 months.

## **18 LOST ARTICLES**

- 18.01 It will be the responsibility of an employee who receives or finds articles which are lost on Edmonton Transit vehicles to assume temporary custody and deposit same with the Dispatch Office at the earliest opportunity.
- 18.02 The City shall grant to the Union Welfare Fund in any year such sum as is equivalent to the amount received from the sale of unclaimed property sold by Edmonton Transit pursuant to the provisions of Section 610 of the Municipal Government Act, and such sum shall be so granted within a reasonable time after each sale.

## **19 RESPONSIBILITY OF EMPLOYEES**

- 19.01 Employees shall conduct themselves in a professional manner, be courteous to the passengers and travelling public, and work at all times in the best interest of Edmonton Transit. They shall strictly comply with all rules and regulations of Edmonton Transit and shall cheerfully obey all orders of their officers when such orders are not in conflict with the adopted rules and scale of wages of Edmonton Transit.
- 19.02 Employees shall at all times protect the property of the Department from damage when it is in their power to do so and, when handling equipment of any kind, will use their best judgement and put forth every effort to prevent damage to the property or injury to the persons of the travelling public.
- 19.03 When, in the opinion of the Department Head, any employee is to blame for damage done to property of the Department, no assessment shall be made against the employee until the matter has been discussed with the Union.

## **20 TYPES OF POSITIONS**

- 20.01 .In the event that the City creates a new type of position, which is not included in this Agreement, and which falls within the jurisdiction of the Union, the rate of wages shall be negotiated by the City with the Union before advertising any position within this type of position in accordance with the posting procedures set forth in this Agreement.
- 20.02 If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the City to the Union of the creation of the said type of position, the posting of any vacancy in this type of position shall be made according to the rates of wages set out by the City but, notwithstanding such posting, the rates of wages of the new type of position shall still be a matter of negotiation between the City and the Union and the notice of posting shall contain the following statement:  
"The final settlement for rates of wages is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

## 21 MEMORANDA OF AGREEMENT, OR LETTERS OF UNDERSTANDING

During the process of collective bargaining for the 2011- 2013 Collective Agreement, Memoranda of Agreement or Letters of Understanding reduced to writing and executed by agents of the City and the Union shall become part of the said Collective Agreement.

## 22 PART- TIME OPERATORS

The provisions of Part I, Article 3- *Definitions* through Article 21- *Memoranda of Agreement, or Letters of Understanding* inclusive and the provisions of Appendix I- *Schedule of Wages* and Appendix II- *Required Tools for Various Classes* of the Collective Agreement and the provisions of Part II- *Health and Benefits Plan* of this agreement shall not apply to part- time operators, except as hereinafter provided:

### 22.01 Definitions

The provisions of Part I, 3.05, 3.11, 3.12, 3.14, 3.22, and 3.24 shall apply to part- time operators.

#### 22.01.01 Part- Time Operator

The words "*part- time operator*" shall mean an operator who occupies a position which is normally assigned hours of work in accordance with the provisions of Part I, Article 22- *Part- Time Operators* of this Agreement. Part- time operators shall not be considered to be spare operators or regular operators and shall not be considered to be temporary, probationary or permanent employees, as defined by this Agreement.

#### 22.01.02 Regular Rate of Pay

The words "*regular rate of pay*" when used in respect to part- time operators shall mean the rate of pay assigned to a part- time operator, within the pay range specified for part- time operators.

### 22.02 Managerial Rights

The provisions of Part I, 4.01 shall apply to part- time operators. The City may discipline or discharge part- time operators for proper cause.

### 22.03 Union Security

The provisions of Part I, Article 5- *Union Security* shall apply to part- time operators.

### 22.04 Hours of Work

22.04.01 Part- time operators shall work those hours of work assigned by the City. Scheduled hours for each part- time operator shall be posted and shall not exceed five (5) hours per day, to a maximum of twenty (20) hours per week. A copy of the posted hours of work for part- time operators shall be made available to the Sheet Committee for its perusal. The City shall consider any recommendations concerning said scheduled hours brought forth by the Sheet Committee.

First consideration for part- time operator positions will be given to retired Edmonton Transit Operators.

22.04.02 Part- time operators shall not be assigned work which can be efficiently assigned to full- time operators.

22.04.03 In the event that a signed shift of a regular operator is open and continues to be required, such work shall be made available to spare operators in accordance



with the provisions of Part I, 6.02. If spare operators entitled to such open work are unavailable, then the City may assign such work to a part-time operator for that day in question.

**22.05 Overtime Work**

22.05.01 Where a part-time operator is required to work in excess of eight (8) hours per day, then such part-time operator shall be paid one and one-half (1½) times his regular rate of pay for the first two (2) hours of such overtime work and two (2) times his regular rate of pay for each overtime hour worked thereafter, until relieved from duty.

22.05.02 Where a part-time operator is required to work on his sixth (6th) or seventh (7th) consecutive day of work, then he shall be paid two (2) times his regular rate of pay for each hour so worked.

**22.06 Pay for Work on Statutory Holidays**

A part-time operator who commences work on a recognized statutory holiday, for which the employee is eligible, shall be paid two (2) times the employee's regular rate of pay until the employee concludes working.

**22.07 Reporting Allowance**

The provisions of Part I, 6.08 shall apply to part-time operators.

**22.08 Spread Pay Premium**

A part-time operator shall be paid a spread pay premium as per the following schedule when his shift exceeds a ten (10) hour spread between the commencement and finish of the work day. This premium is not applicable when work is performed at an overtime rate.

SPREAD	PREMIUM
10:01 - 11:00 hours	\$.30 per day
11:01 - 12:00 hours	\$.75 per day

An employee who is required to work a shift or run which extends the length of his work day beyond twelve (12) hours shall be paid the applicable overtime rate for all work which is performed after the twelve (12) hour spread.

**22.09 Delay Pay**

The provisions of Part I, 6.13 shall apply to part-time operators.

**22.10 Accident/Incident Reports**

The provisions of Part I, 6.15 shall apply to part-time operators.

**22.11 Operation of Buses**

The use of part-time operators shall not violate the provisions of Part I, 6.18.

**22.12 Medical Examination**

The provisions of Part I, 6.22 shall apply to part-time operators.

**22.13 Travel Time**

The provisions of Part I, 6.23 shall apply to part-time operators.

**22.14 Statutory Holidays**

The provisions of Part I, 9.01 shall apply to part-time operators.

22.14.01 Part-time operators who have completed thirty (30) days' continuous service, or have completed thirty (30) working days with the City in the preceding twelve (12) months shall be entitled to receive such statutory holidays as follows, provided they meet the terms and conditions set out in Part I, 22.15.

- New Year's Day
- Alberta Family Day
- Good Friday
- Victoria Day
- Canada Day (July 1, or July 2 when July 1 is a Sunday)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day.

22.14.02 Part-time operators shall be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

### 22.15 Annual Vacation

A part-time operator shall be entitled to annual vacation in accordance with the Employment Standards Code.

### 22.16 Clothing

The provisions of Part I, 9.05 and its subsections shall apply to part-time operators.

### 22.17 Transportation

The provisions of Part I, 9.06.01 shall apply to part-time operators.

### 22.18 Parking

The provisions of Part I, 9.06.03 shall apply to part-time operators, except that part-time operators shall not receive parking facilities unless all full-time employees working at the applicable garage have their parking requirements met.

### 22.19 Employment

New part-time operators shall be required to serve a six (6) month probationary period which may be extended up to one (1) year. Those part-time operators who do not meet the requirements of their position shall be terminated by the City.

If conditions of health are not satisfactory, part-time operators shall be subject to medical examination as directed by the City.

### 22.20 Layoffs

No full-time operator shall be laid off solely as a result of the employment of part-time operators.

Where the City contemplates laying off permanent full-time operators, such permanent full-time operators shall first be offered existing part-time operator positions that are required to be continued in preference to being laid off. Should a permanent full-time operator accept a part-time operator position, then he shall be recognized as a part-time operator and shall be subject to the provisions of Part I, Article 22- *Part-Time Operators* only. If the permanent full-time operator does not accept a part-time operator position, then he shall be laid off.

### 22.21 Seniority

Part-time operators shall not have seniority standing.

**22.22 Dispute Resolution Process**

The provisions of Part I, Article 15- *Dispute Resolution Process* shall apply to part-time operators.

**22.23 Training**

The provisions of Part I, Article 16- *Operator Training* shall apply to part-time operators.

**22.24 Lost Articles**

The provisions of Part I, Article 18- *Lost Articles* shall apply to part-time operators.

**22.25 Responsibility of Employees**

The provisions of Part I, Article 19- *Responsibility of Employees* shall apply to part-time operators.

**22.27 Change of Employment Status**

Full-time operators shall not be required to accept part-time status unless they so choose. If a full-time operator accepts part-time status, then he shall be subject to the provisions of Part I, Article 22- *Part-Time Operators* only.

**22.28 Employment of Part-Time Operators**

It is the intention of the City to introduce part-time operators as employees of Edmonton Transit on a gradual and orderly basis. The employment and utilization of part-time operators in Edmonton Transit shall be reviewed on a continuing basis by a joint Union/Management Committee.

**22.29 Employment by Other Departments**

Part-time operators shall not be employed by Edmonton Transit while employed by another civic department.

**22.30 Minimum Pay**

A part-time operator who works his scheduled daily hours shall receive a minimum equivalence of two (2) hours' pay.

**22.31 Performance Reviews**

The provisions of Part I, 6.25.03, where they relate to performance reviews, shall apply to part-time operators.

**22.32 Wages**

\*

Part-Time Operators						
Salary Admin Plan	Job Code	Type of Position	Grade	19-Dec-2010 to 31-Dec-2011 (2.5%)	01-Jan-2012 to 29-Dec-2012 (3.0%)	30-Dec-2012 to 28-Dec-2013 (3.0%)
401	929	Training (Step 1)	4	19.472	20.056	20.658
		1st 1,957.5 hours (other than training) (Step 2)		23.935	24.653	25.393
		2nd 1,957.5 hours (Step 3)		26.935	27.743	28.575
		Thereafter (Step 4)		29.918	30.816	31.740

The provisions of Part I, 23.05.01 and Part I, 23.05.02 shall apply to part-time operators.

## 23 REMUNERATION – GENERAL

### 23.01 Wages

The regular rates of pay established in Appendix I- *Schedule of Wages* shall apply during the term of this Agreement. Employees shall be paid every two (2) weeks.

### 23.02 Retroactive Pay

- \* 23.02.01 Employees within the jurisdiction of ATU 569 as of the signing of this Agreement shall be entitled to any retroactive adjustment only to December 19, 2010. Such retroactive pay will be based on:
  - the employee's regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, and
  - their employment in a classification or classifications listed in Appendix I- *Schedule of Wages* of this Agreement.
- 23.02.02 Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, which are accumulated on the basis of the regular rate of pay, providing that they apply for same in writing within sixty (60) calendar days of the signing of this Agreement.

### 23.03 Service Pay

- 23.03.01 Operational staff (Group I) and Transit Security Employees (Group III) who are in the service as of December first of each year and those who have retired during the year will be paid a service pay bonus based on two thousand eighty- eight (2,088) hours per year less hours of leave without pay as follows:
  - 2¢ per hour for 5 - 9 years' service
  - 4¢ per hour for 10 - 14 years' service
  - 6¢ per hour for 15 - 19 years' service
  - 8¢ per hour for 20 or more years' service
- 23.03.02 A lump sum payment shall be made for service pay on the pay day immediately following the conclusion of the twenty- fourth (24th) pay period of the calendar year.
- 23.03.03 Trades and Maintenance employees in Group II who are in the service as of the last day of the twenty- fourth (24th) pay period of each year and those who have retired during the year will be paid a service pay bonus based on two thousand eighty- eight (2,088) hours per year less hours of leave without pay as provided above. "Plant Section" Group II employees who are on a seventy- five (75) hour bi- weekly schedule will have their service pay based on one thousand nine hundred fifty- seven point five (1,957.5) hours, less hours of leave without pay.

### 23.04 Failure to Report

In all cases where an operator is not at the right place at the right time for reporting for work, he will be considered as a Failure to Report (F.T.R.). If the operator subsequently reports to the dispatcher prior to 11:00 hours of that day, the operator shall become the junior spare operator for that day. If he does not report to the dispatcher prior to 11:00 hours of that day, he will become the junior spare operator on his next working day. If the operator fails to report as scheduled and then reports sick, these conditions shall also apply.

### **23.05 Compensation Errors**

- 23.05.01** Should the City issue an employee with a cheque which represents an overpayment, then the City shall make the necessary monetary adjustments and/or take the internal administrative action as is necessary to correct such error(s). The City shall also advise the employee of such overpayment and whatever action the City is taking with respect to the matter.
- 23.05.02** If the City issues an employee with a cheque which represents an underpayment, then the City shall make the necessary monetary corrections forthwith.
- 23.06** An operator on the first year rate or second year rate of the assigned pay range, who is unable to perform his operator duties for a period of thirty (30) or more consecutive calendar days during such period for reasons other than paid vacation leave or as a result of a compensable illness or injury, shall have his anniversary dates for wage increment purposes extended by the number of consecutive calendar days of such absence in excess of thirty (30) calendar days.

## **24 DUTY TO ACCOMMODATE**

The parties acknowledge the principles and obligations related to the Duty to Accommodate and will abide by the Joint Agreement established between the City and the Civic Unions in this regard.



# APPENDICES





# APPENDICES

NOTES for Appendix I: Schedule of Wages appear at the end of Appendix I.

APPENDIX I: Schedule of Wages								
Group I - Operational Employees								
See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)	
	401	1397	Senior Transit Training Instructor	007	41.927	43.185	44.481	
	401	0936	Scheduler Shift Designer	1st 1,957.5 hours	008	39.687	40.878	42.104
1			Thereafter		41.632	42.881	44.167	
	401	0932	Transit Training Instructor	Training	006	31.413	32.355	33.326
			1st 1,957.5 hours		38.464	39.618	40.807	
1			Thereafter		40.411	41.623	42.872	
	404	0934	Dispatcher	001	35.287	36.346	37.436	
		1407	Charters/Park'n Ride Officer					
	401	0930	Transit Operator	Training	004	19.472	20.056	20.658
			Step 1					
			Step 2	1st Year: 1st 90 days (other than training)		23.935	24.653	25.393
		0928	Step 2	1st Year: 91 days to 1 year		23.935	24.653	25.393
		0927	Step 3	2nd Year		26.935	27.743	28.575
		0927	Step 4	Thereafter		29.918	30.816	31.740
	401	0931	Community Service Operator	Training	002	19.386	19.968	20.567
			Step 1	1,957.5 hrs inclusive of training hours		21.540	22.186	22.852
			Thereafter		23.933	24.651	25.391	

- ♦ Should discrepancies in rounding to the 3<sup>rd</sup> decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence
- ♦ If there are discrepancies between the on- line version and a printed version, the signed originals will prevail.

<b>APPENDIX I: Schedule of Wages</b>							
<b>Group II - Trades and Maintenance</b>							
See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)
2	404	1986	Vehicle/Equipment Technician	009	44.281	45.609	46.977
2	404	1990	Electro Vehicle Mechanic Foreman	013	44.281	45.609	46.977
2	404	1991	Garage Foreman I	014	41.843	43.098	44.391
2	404	2008	Fleet Maintenance Planner	031	41.843	43.098	44.391
2	404	2025	Trades Training Coordinator	031	41.843	43.098	44.391
2	404	1999	Auto Bodyman Foreman	022	40.822	42.047	43.308
2	404	2046	Leading Electro Vehicle Mechanic	040	40.813	42.037	43.298
2	404	2135	Shop Controller	048	40.427	41.640	42.889
2	404	2007	Maintenance Coordinator (LRT)	030	38.949	40.117	41.321
2	402	1401	Maintenance Coordinator (Plant)	027	38.949	40.117	41.321
2	404	1989	Electro Vehicle Mechanic	012	38.870	40.036	41.237
2	404	2045	Leading Mechanic	039	38.503	39.658	40.848
2	404	2024	Service Trainer	034	37.860	38.996	40.166
2	404	2009	Lead Autobody Mechanic	032	37.625	38.754	39.917
2	404	1987	Mechanic (incl. EVM Trainee)	010	36.669	37.769	38.902
2	404	2048	Machinist	042	35.832	36.907	38.014
2	404	2049	Welder	043	35.832	36.907	38.014
2	404	1997	Auto Bodyman Mechanic	020	35.832	36.907	38.014
**	404	3209	LRT Service Foreman	050	34.754	35.797	36.871
2	404	1985	Service Foreman	008	34.206	35.232	36.289

- ♦ Should discrepancies in rounding to the 3<sup>rd</sup> decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence
- ♦ If there are discrepancies between the on- line version and a printed version, the signed originals will prevail.

**APPENDIX I: Schedule of Wages**

**Group II - Trades and Maintenance**

See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)
	404	1996	Upholsterer & Trimmer	019	33.154	34.149	35.173
**	404	2230	Tire and Tow Truck Foreman	051	32.832	33.817	34.832
2	404	2051	Track Crew Foreman	045	32.750	33.733	34.745
2	404	2044	Partsman Foreman	038	32.675	33.655	34.665
2	402	0962	Utility Crew Foreman	012	31.526	32.472	33.446
2	404	2028	Stores Coordinator	036	31.118	32.052	33.014
2	404	2027	Partsman II	036	31.118	32.052	33.014
2	404	2029	Leading Fare Collection Equipment Maintainer	037	30.487	31.402	32.344
2	404	2026	Partsman	035	29.638	30.527	31.443
	404	1994	Fares Equipment Maintainer	017	29.383	30.264	31.172
**	404	1994	Fares Equipment Maintainer (Bus)	017	29.383	30.264	31.172
2	402	0950	Maintenance Repairman Foreman	023	29.263	30.141	31.045
2	402	0969	Sub- Foreman	006	29.263	30.141	31.045
2	404	2054	Operator/Maintainer	046	28.751	29.614	30.502
2	404	3206	Tow Truck Operator / Service Person	046	28.751	29.614	30.502
2	404	1993	Brake Lathe Operator	016	28.161	29.006	29.876
2	404	2003	Leading Tire Repairman	026	27.957	28.796	29.660
2	404	2006	Track Maintainer	029	27.503	28.328	29.178
2	404	2050	Leadhand Service Person	044	27.170	27.985	28.825
2	402	0949	Maintenance Repairman	007	27.128	27.942	28.780
2	404	1992	Maintenance Repairman	015	27.128	27.942	28.780

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**APPENDIX I: Schedule of Wages**

**Group II - Trades and Maintenance**

See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)
2	404	2047	Trades Helper	041	27.128	27.942	28.780
2	404	2004	L.R.T. Serviceman	027	26.297	27.086	27.899
2	404	2002	Serviceman	025	25.883	26.659	27.459
2	404	2010	Tire Repairman	033	25.883	26.659	27.459
2	402	0968	Utilityman	025	24.863	25.609	26.377
2	403	0970	General Purposeman	001	25.931	26.709	27.510
2	404	2090	General Purposeman	047	25.931	26.709	27.510
2, 3			Bus Cleaner • PIO (present incumbent only) • hired on as cleaners prior to Jan 2, 1995				
2	404	2005	PIO rate	028	23.904	24.621	25.360
2	404	2001	Bus Cleaner ♦ on or after Jan 2, 1995 (new incumbents only)	1st 2,088 hrs 024	17.592	18.120	18.664
2			Thereafter		20.716	21.337	21.977

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APPENDIX I: Schedule of Wages							
Group II: Dual Trades							
See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)
**	404	2143	Machinist/Mechanic	018	38.503	39.658	40.848
		1995	Welder/Mechanic				

APPENDIX I: Schedule of Wages									
Apprentices									
See Note #	Salary Admin Plan	Job Code	Type of Position		Grade	% of Journeyman rate	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)
	40A	0955	Apprentice Machinist	2nd year	003	70	25.082	25.834	26.610
				3rd year		80	28.666	29.526	30.411
				4th year		90	32.249	33.216	34.212
				Journeyman		100			
		1988	Apprentice Heavy Duty Mechanic	2nd year	011	70	25.668	26.438	27.231
				3rd year		80	29.334	30.214	31.120
				4th year		90	33.002	33.992	35.012
				Journeyman		100			
		1998	Apprentice Auto Bodyman Mechanic	2nd year	021	70	25.083	25.835	26.610
				3rd year		80	28.665	29.525	30.411
				4th year		90	32.249	33.216	34.212
				Journeyman		100			
		0924	Apprentice Partsman	2nd year	002	70	20.747	21.369	22.010
				3rd year		80	23.710	24.421	25.154
				4th year		90	26.674	27.474	28.298
				Journeyman		100			

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APPENDIX I: Schedule of Wages											
Group III - Transit Security Employees											
See Note #	Salary Admin Plan	Job Code	Type of Position	Grade	19- Dec- 2010 to 31- Dec- 2011 (2.5%)	1- Jan- 2012 to 29- Dec- 2012 (3.0%)	30- Dec- 2012 to 28- Dec- 2013 (3.0%)				
	401	1935	ETS Security Training Officer	015	40.411	41.623	42.872				
	401	1934	Investigator (7.5 hrs)	014	37.329	38.449	39.602				
	404	1933	Sergeant (8 hrs)	007	37.329	38.449	39.602				
4	404	1932	Transit Peace Officer	1st 980 hours	006	30.924	31.852	32.808			
				2nd 980 hours		32.549	33.525	34.531			
				Thereafter		34.268	35.295	36.355			
3, 4	401 (7.5 hrs)	0937	Transit Peace Officers (awaiting certification or PIO)	1st 980 hours	009	27.017	27.828	28.663			
	404 (8 hrs)	1927			005						
				2nd 980 hours					28.426	29.279	30.157
				Thereafter					29.918	30.816	31.740
4	401	1925	Security Room Monitor	1st 980 hours	012	24.144	24.868	25.614			
				2nd 980 hours		24.877	25.623	26.392			
				Thereafter		26.842	27.647	28.476			
4	404	1924	Fares Checker	1st 980 hours	004	21.957	22.616	23.294			
				2nd 980 hours		23.051	23.743	24.455			
				Thereafter		24.072	24.794	25.538			

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- ♦ If there are discrepancies between the on- line version and a printed version, the signed originals will prevail.

APPENDIX I: Schedule of Wages		
* PIO List as of 01-Jan-2012		
Type of Position	Payroll #	Job Code
Transit Peace Officers (awaiting certification or PIO)	0461494	
	0648945	
	0733360	
	0467236	
	0702108	
Bus Cleaners	0338976	2005
	0595496	2005
	0614021	2005
	0659318	2005
	0674476	2005
	0746900	2005

APPENDIX I: Schedule of Wages	
Notes	
1	The thereafter rate is applicable to Transit Training Instructors and Scheduler Shift Designers after completing 1957.5 hours working in the position within a three year period, including hours while at the training rate in the classification.
2	A tradesman, who is qualified in each separate and distinct trade, as determined by the City, and who is required by the City to utilize both those qualifications in the course of duties, shall be reimbursed five percent (5%) higher than the highest regular rate of pay listed in Appendix I- <i>Schedule of Wages</i> , which is paid to tradesmen qualified in the trades required. For the purpose of paying this higher rate, all mechanics will be considered a single trade.
3	See PIO List
4	All hours worked by employees in any of the three classifications will accumulate toward completion of wage progression steps for all classifications (Fares Checker, Security Room Monitor, Transit Peace Officer) when employees move into either temporary or permanent positions.

- Should discrepancies in rounding to the 3<sup>rd</sup> decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence
- If there are discrepancies between the on- line version and a printed version, the signed originals will prevail.

**APPENDIX II: Required Tools for Various Classes**

The following shall constitute the list of tools required to be supplied by the various trades classifications within Local 569's jurisdiction and the allowance that the City will pay to tradesmen in accordance with Part I, 9.07 of the Agreement.

It is understood that the City will have the right to ascertain that the tradesmen have the required tools before the annual tool payment is made.

**APPENDIX II: Required Tools for Various Classes**

List Nbr	Description	Quantity
<b>Mechanics</b>		
1	Four Drawer Bottom Cabinet	1
2	Six Drawer Top Chest	1
3	1/2" Drive - 3/4" Drive Socket Adapter	1
4	1/2" Drive - 3/8" Drive Socket Adapter	1
5	1/2" Drive Socket Set 10 - 27 mm	1
6	1/2" Drive Socket Set 10 - 27 mm, Deep	1
7	1/2" Drive Socket Set 7/16" - 1 1/8" (12 pieces)	1
8	1/2" Drive Socket Set 7/16" - 1 1/8", Deep (12 Pieces)	1
9	1/2" Drive Ratchet	1
10	1/2" Drive Extension, 4"	1
11	1/2" Drive Extension, 6"	1
12	1/2" Drive Extension, 10"	1
13	1/2" Drive U Joint Adapter, Impact	1
14	1/4" Drive Socket Set 4 - 14 mm	1
15	1/4" Drive Socket Set 6 - 13 mm, Deep	1
16	1/4" Drive Socket Set 3/16" - 9/16" (10 pieces)	1
17	1/4" Drive Socket Set 3/16" - 9/16", Deep (10 pieces)	1
18	1/4" Drive Ratchet	1
19	1/4" Drive Extension 4"	1
20	1/4" Drive Extension 6"	1
21	1/4" Drive Extension 10"	1
22	1/4" Drive U- Joint Adapter	1
23	1/4" Drive, Blade Screw Driver	1
24	3/8" Drive - 1/4" Drive Socket Adapter	1
25	3/8" Drive Socket Set 10 - 19 mm	1



<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
26	3/8" Drive Socket Set 10 - 19 mm, Deep	1
27	3/8" Drive Socket Set 8 - 19 mm, Flex	1
28	3/8" Drive Socket Set 3/8" - 7/8" (9 pieces)	1
29	3/8" Drive Socket Set 3/8" - 7/8", Deep (9 pieces)	1
30	3/8" Drive Socket Set 7/16" - 3/4", Flex	1
31	3/8" Drive Ratchet	1
32	3/8" Drive Extension 4"	1
33	3/8" Drive Extension 6"	1
34	3/8" Drive Extension 10"	1
35	3/8" Drive U - Joint Adapter	1
36	3/8" Drive Torx Driver Set	1
37	3/8" Drive #2 Phillips	1
38	3/8" Drive #3 Phillips	1
39	3/8" Drive #4 Phillips	1
40	3/8" Drive Straight Screw Driver	1
41	3/8" Drive, Hex Drivers, 1/8" - 3/8" (8 pieces)	1
42	3/8" Drive, Hex Drivers, 4 - 10 mm	1
43	8" Adjustable Wrench	1
44	10" Adjustable Wrench	1
45	12" Adjustable Wrench	1
46	15" Adjustable Wrench	1
47	10" Pipe Wrench	1
48	Combination Wrench Set 6 - 27 mm, 18 Piece	1
49	Combination Wrench Set 5/16" - 1 1/4"	1
50	Ignition Wrench Set 15/64" - 11/32" (6 pieces)	1
51	Vise Grips, 5", Curved Jaw	1
52	Vise Grips, 10", Standard	1
53	Pliers, 7 1/8", Straight Needle Nose	1
54	Pliers, 11", Straight Needle Nose	1
55	Pliers, 6 5/8", Bent Needle Nose	1
56	Pliers, 16", Interlocking Joint (water pump pliers)	1
57	Pliers, 7 1/4", Diagonal Cutter	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
58	Pliers, 8", Slip Joint	1
59	Pliers, 9 1/4", Interlocking Joint	1
60	Pliers, 8", Combination	1
61	Pliers, Snap Ring (large)	1
62	Pliers, Snap Ring (small)	1
63	Tin Snips	1
64	Wire Strippers, Multi- Size	1
65	Pliers, Wiring	1
66	Hex Key, Set 3/32" - 3/8", Long	1
67	Hex Key, Set 3/64" - 3/8", Std. Length	1
68	Hex Key Set, 2 - 10 mm, Long	1
69	Hex Key Set, 2 - 10 mm, Std. Length	1
70	Screw Driver Set, Impact, Interchangeable tips	1
71	Screw Driver, Magnetic - Standard	1
72	Screw Driver, Magnetic, Long - (12")	1
73	Screw Driver, 3/8" Straight Blade, Offset	1
74	Screw Driver, Standard 1/2" Blade, Offset	1
75	Screw drivers, #1 and #2 Phillips Offset	1
76	Screw Driver, Phillips, Offset, #3	1
77	Screw Driver, Phillips, Offset, #4	1
78	Screw Driver Set, Robertson	1
79	Screw Driver Set (slotted & phillips)	1
80	Screw Starter	1
81	Feeler Gauge (.002 - .023)	1
82	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
83	Vernier Caliper	1
84	Vernier Caliper 0 - 150 mm	1
85	Hammer, 1 lb. Ball Pein	1
86	Hammer, 3 lb. Ball Pein or other	1
87	Hammer, Soft Surface	1
88	Multi Meter	1
89	Wrench, 3/8", Air Impact	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
90	Wrench, 1/2", Air Impact	1
91	Die Grinder, 1/4", Air	1
92	Air Drill, 3/8"	1
93	Ratchet, 3/8", Air	1
94	Screw Driver, Electric, Cordless	1
95	Brass Drift, 10" X 3/4"	1
96	Hacksaw, 12" Metal Cutting	1
97	Pry Bar, 6"	1
98	Pry Bar, 15"	1
99	Pinch Bar, 22"	1
100	Awl	1
101	Carbon Scraper	1
102	Cold Chisel Set 3/8" - 7/8" (5 pieces)	1
103	Drill Index Box	1
104	Heavy Duty Tap "T" Handle (Jaw Size 5/16")	1
105	Magnet	1
106	Mechanical Fingers	1
107	Mirror	1
108	Picks	1
109	Punch Set (1/16" - 5/32")	1
110	Scriber	1
111	Tubing Cutter	1
<b>Electro Vehicle Mechanic</b>		
1	Four Drawer Bottom Cabinet	1
2	Six Drawer Top Chest	1
3	1/2" Drive - 3/4" Drive Socket Adapter	1
4	1/2" Drive - 3/8" Drive Socket Adapter	1
5	1/2" Drive Socket Set 10 - 27 mm, Deep	1
6	1/2" Drive Socket Set 7/16" - 1 1/8", Deep (12 Pieces)	1
7	1/2" Drive Ratchet	1
8	1/2" Drive Socket Set 10 - 27 mm	1
9	1/2" Drive Socket Set 7/16" - 1 1/8" (12 pieces)	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
10	1/2" Drive Extension, 10"	1
11	1/2" Drive Extension, 4"	1
12	1/2" Drive Extension, 6"	1
13	1/2" Drive U Joint Adapter, Impact	1
14	1/4" Drive Socket Set 6 - 13 mm, Deep	1
15	1/4" Drive Socket Set 3/16"- 9/16", Deep (10 pieces)	1
16	1/4" Drive Ratchet	1
17	1/4" Drive Socket Set 3/16"- 9/16" (10 pieces)	1
18	1/4" Drive Socket Set 4 - 14 mm	1
19	1/4" Drive Extension 10"	1
20	1/4" Drive Extension 4"	1
21	1/4" Drive Extension 6"	1
22	1/4" Drive U-Joint Adapter	1
23	1/4" Drive, Blade Screw Driver	1
24	3/8" Drive - 1/4" Drive Socket Adapter	1
25	3/8" Drive Socket Set 10 - 19 mm, Deep	1
26	3/8" Drive Socket Set 3/8" - 7/8", Deep (9 pieces)	1
27	3/8" Drive Socket Set 7/16" - 3/4", Flex	1
28	3/8" Drive Ratchet	1
29	3/8" Drive Socket Set 10 - 19 mm	1
30	3/8" Drive Socket Set 3/8" - 7/8" (9 pieces)	1
31	3/8" Drive Extension 10"	1
32	3/8" Drive Extension 4"	1
33	3/8" Drive Extension 6"	1
34	3/8" Drive Socket Set 8 - 19 mm, Flex	1
35	3/8" Drive U - Joint Adapter	1
36	3/8" Drive Torx Driver set	1
37	3/8" Drive #2 Phillips	1
38	3/8" Drive #3 Phillips	1
39	3/8" Drive #4 Phillips	1
40	3/8" Drive Straight Screw Driver	1
41	3/8" Drive, Hex Drivers, 1/8" - 3/8" (8 pieces)	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
42	3/8" Drive, Hex Drivers, 4 - 10 mm	1
43	8" Adjustable Wrench	1
44	10" Adjustable Wrench	1
45	12" Adjustable Wrench	1
46	15" Adjustable Wrench	1
47	10" Pipe Wrench	1
48	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
49	Combination Wrench Set 5/16" - 1 1/4"	1
50	Wrench Set, Open End, 15 Degree, 6 - 19 mm	1
51	Ignition Wrench Set 15/64" - 11/32" (6 pieces)	1
52	Vise Grips, 5", Curved Jaw	1
53	Vise Grips, 10", Standard	1
54	Pliers, 7 1/8", Straight Needle Nose	1
55	Pliers, 11", Straight Needle Nose	1
56	Pliers, 6 5/8", Bent Needle Nose	1
57	Pliers, 16", Interlocking Joint (water pump pliers)	1
58	Pliers, 7 1/4", Diagonal Cutter	1
59	Pliers, 8", Slip Joint	1
60	Pliers, 9 1/4", Interlocking Joint	1
61	Pliers, 8", Combination	1
62	Pliers, Snap Ring (large)	1
63	Pliers, Snap Ring (small)	1
64	Tin Snips	1
65	Wire Strippers, Multi- Size	1
66	Pliers, Wiring	1
67	Hex Key, Set 3/32" - 3/8", Long	1
68	Hex Key, Set 3/64" - 3/8", Std. Length	1
69	Hex Key Set, 2 - 10 mm, Long	1
70	Hex Key Set, 2 - 10 mm, Std. Length	1
71	Screw Driver Set, Impact, Interchangeable Tips	1
72	Screw Driver, Magnetic - Standard	1
73	Screw Driver, Magnetic, Long - (12")	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
74	Screw Driver, 3/8" Straight Blade, Offset	1
75	Screw Driver, Standard 1/2" Blade, Offset	1
76	Screw Drivers, #1 and #2 Phillips Offset	1
77	Screw Driver, Phillips, Offset, #3	1
78	Screw Driver, Phillips, Offset, #4	1
79	Screw Driver Set, Robertson	1
80	Screw Driver Set (slotted & phillips)	1
81	Screw Starter	1
82	Feeler Gauge (.002 - .023)	1
83	Tape Measure (12 ft - 4 Metres)- Imperial/Metric	1
84	Vernier Caliper	1
85	Vernier Caliper 0 - 150 mm	1
86	Hammer, 1 lb. Ball Pein	1
87	Hammer, 3 lb. Ball Pein or other	1
88	Hammer, Soft Surface	1
89	Multi Meter	1
90	Wrench, 3/8", Air Impact	1
91	Wrench, 1/2", Air Impact	1
92	Die Grinder, 1/4", Air	1
93	Air Drill, 3/8"	1
94	Ratchet, 3/8", Air	1
95	Screw Driver, Electric, Cordless	1
96	Brass Drift, 10" X 3/4"	1
97	Hacksaw, 12" Metal Cutting	1
98	Pry Bar, 6"	1
99	Pry Bar, 15"	1
100	Pinch Bar, 22"	1
101	Awl	1
102	Carbon Scraper	1
103	Chisel Set 3/8" - 7/8" (5 pieces)	1
104	Drill Index Box	1
105	Heavy Duty Tap "T" Handle (Jaw Size 5/16")	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
106	Magnet	1
107	Mechanical Fingers	1
108	Mirror	1
109	Picks	1
110	Punch Set (1/16" - 5/32")	1
111	Scriber	1
112	Tubing Cutter	1
<b>Welder</b>		
1	Four Drawer Bottom Cabinet	1
2	Six Drawer Top Chest	1
3	1/2" Drive - 3/4" Drive Socket Adapter	1
4	1/2" Drive - 3/8" Drive Socket Adapter	1
5	1/2" Drive Socket Set 7/16" - 1 1/8", Deep (12 Pieces)	1
6	1/2" Drive Ratchet	1
7	1/2" Drive Socket Set 7/16" - 1 1/8" (12 pieces)	1
8	1/4" Drive Socket Set 4 - 14 mm	1
9	1/4" Drive Extension 10"	1
10	3/8" Drive Socket Set 10 - 19 mm	1
11	3/8" Drive Socket Set 10 - 19 mm, Deep	1
12	3/8" Drive Socket Set 3/8" - 7/8" (9 pieces)	1
13	3/8" Drive Socket Set 3/8" - 7/8", Deep (9 pieces)	1
14	3/8" Drive Torx Driver Set	1
15	3/8" Drive Straight Screw Driver	1
16	3/8" Drive, Hex Drivers, 1/8" - 3/8" (8 pieces)	1
17	3/8" Drive, Hex Drivers, 4 - 10 mm	1
18	12" Adjustable Wrench	1
19	15" Adjustable Wrench	1
20	Combination Wrench Set 5/16" - 1 1/4"	1
21	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
22	Ignition Wrench Set 15/64" - 11/32" (6 pieces)	1
23	Pliers, 7 1/8", Straight Needle Nose	1
24	Pliers, 11", Straight Needle Nose	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
25	Pliers, 16", Interlocking Joint (water pump pliers)	1
26	Pliers, 8", Slip Joint	1
27	Pliers, 9 1/4", Interlocking Joint	1
28	Vise Grips, 10", Standard	1
29	Vise Grips, 9", Welding Type	1
30	Pliers, 8", Combination	1
31	Pliers, Wiring	1
32	Screw Driver, 3/8" Straight Blade, Offset	1
33	Hex Key, Set 3/64" - 3/8", Std. Length	1
34	Hex Key Set, 2 - 10 mm, Long	1
35	Screw Driver Set, Slotted and Phillips	1
36	Screw Starter	1
37	Feeler Gauge (.002 - .023)	1
38	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
39	Vernier Caliper	1
40	Vernier Caliper 0 - 150 mm	1
41	Hammer, Ball Pein, 20 oz	1
42	Hammer, 3 lb. Ball Pein or other	1
43	Hacksaw, 12" Metal Cutting	1
44	Pry Bar, 15"	1
45	Pinch Bar, 22"	1
46	Awl	1
47	Chisel Set 3/8" - 7/8" (5 pieces)	1
48	Drill Index Box	1
49	Heavy Duty Tap "T" Handle (Jaw Size 5/16")	1
50	Mechanical Fingers	1
51	Mirror	1
52	Picks	1
53	Scriber	1
54	Punch Set (1/16" - 5/32")	1
55	Cutter, 10", Sheet Metal	1
56	Squares, Set	1



<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
<b>Trades Helper</b>		
1	2 or 3 Drawer Tool Box and Tote Tray	1
2	3/8" Drive Socket Set 10 - 19 mm	1
3	3/8" Drive Socket Set, 3/8" - 7/8" (9 Pieces)	1
4	10" Adjustable Wrench	1
5	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
6	Combination Wrench Set 5/16" - 1 1/4"	1
7	Cutter, Sheet Metal, 12"	1
8	Pliers, 7 1/4", Diagonal Cutter	1
9	Pliers, 7 1/8", Straight Needle Nose	1
10	Pliers, 9 1/4", Interlocking Joint	1
11	Pliers, 8", Combination	1
12	Vise Grips, 10", Standard	1
13	Screw Driver Set, Robertson	1
14	Screw Driver Set, Standard	1
15	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
16	Hammer, 2 Lb. Ball Pein	1
17	Hack Saw	1
18	Cold Chisel Set 3/8" - 7/8" (5 pieces)	1
19	Punch set (1/16" - 5/32")	1
<b>Farebox Maintainer - FS</b>		
1	Six Drawer Top Chest	1
2	1/2" Drive - 3/8" Drive Socket Adapter	1
3	1/2" Drive Socket Set 10 - 27 mm	1
4	1/2" Drive Extension, 4"	1
5	1/2" Drive Extension, 6"	1
6	1/2" Drive Extension, 10"	1
7	1/4" Drive Socket Set 3/16" - 9/16" (10 pieces)	1
8	1/4" Drive Socket Set 4 - 14 mm	1
9	1/4" Drive Extension 10"	1
10	1/4" Drive U-Joint Adapter	1
11	1/4" Drive, Blade Screw Driver	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
12	3/8" Drive - 1/4" Drive Socket Adapter	1
13	3/8" Drive Socket Set 10 - 19 mm	1
14	3/8" Drive Extension 4"	1
15	3/8" Drive Extension 6"	1
16	3/8" Drive Extension 10"	1
17	3/8" Drive U - Joint Adapter	1
18	8" Adjustable Wrench	1
19	10" Adjustable Wrench	1
20	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
21	Combination Wrench Set 5/16" - 1 1/4"	1
22	Vise Grips, 10", Standard	1
23	Vise Grips, 7", Curved Jaw	1
24	Pliers, 7 1/8", Straight Needle Nose	1
25	Pliers, 8", Slip Joint	1
26	Pliers, 9 1/4", Interlocking Joint	1
27	Pliers, Snap Ring (small)	1
28	Hex Key, Set 3/64" - 3/8", Std. Length	1
29	Hex Key Set, 2 - 10 mm, Std. Length	1
30	Narrow Shaft Driver - 7" Blade	1
31	Narrow Shaft Driver - 9" Blade	1
32	Screw Driver Set, Robertson	1
33	Screw Driver Set (slotted & phillips)	1
34	Screw Driver, Standard 3/8" Blade , Offset	1
35	Wrench, 1/2", Air Impact	1
36	Die Grinder, 1/4", Air	1
37	Air Drill, 3/8"	1
38	Ratchet, 3/8", Air	1
39	Wrench, 3/8", Air Impact	1
40	Screw Driver, Electric, Cordless	1
41	Chisel Set 3/8" - 7/8" (5 pieces)	1
42	Magnet	1
43	Mirror	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
44	Picks	1
<b>Fare Box Maintainer - LRT</b>		
1	2 or 3 Drawer Tool Box and Tote Tray	1
2	1/2" Drive Socket Set 10 - 27 mm	1
3	1/2" Drive Extension, 4"	1
4	1/2" Drive Extension, 6"	1
5	1/2" Drive Extension, 10"	1
6	1/4" Drive Socket Set 3/16" - 9/16", (10 pieces)	1
7	1/4" Drive Socket Set 4 - 14 mm	1
8	1/4" Drive U-Joint Adapter	1
9	1/4" Drive, Blade Screw Driver	1
10	3/8" Drive Socket Set 10 - 19 mm	1
11	3/8" Drive Extension 4"	1
12	3/8" Drive Extension 6"	1
13	3/8" Drive Extension 10"	1
14	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
15	Combination Wrench Set 5/16" - 1 1/4"	1
16	8" Adjustable Wrench	1
17	Vise Grips, 10", Standard	1
18	Vise Grips, 7", Curved Jaw	1
19	Pliers, 7 1/8", Straight Needle Nose	1
20	Pliers, 8", Slip Joint	1
21	Pliers, 9 1/4", Interlocking Joint	1
22	Hex Key, Set 3/64" - 3/8", Std. Length	1
23	Hex Key Set, 2 - 10 mm, Std. Length	1
24	Narrow Shaft Driver - 7" Blade	1
25	Narrow Shaft Driver - 9" Blade	1
26	Screw Driver Set, Slotted and Phillips	1
27	Screw Driver, 3/8" Straight Blade, Offset	1
28	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
29	Hammer, 1 lb. Ball Pein	1
30	Hack Saw	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
31	Punch set (1/16" - 5/32")	1
<b>Brake Lathe Operator</b>		
1	2 or 3 Drawer Tool Box and Tote Tray	1
2	15" Adjustable Wrench	1
3	8" Adjustable Wrench	1
4	Combination Wrench Set 5/16" - 1 1/4"	1
5	Pliers, 16", Interlocking Joint (water pump pliers)	1
6	Pliers, 9 1/4", Interlocking Joint	1
7	1/4" Drive, Blade Screw Driver	1
8	Screw Starter	1
9	Vernier Caliper	1
10	Hammer, 5 lb. Ball Pein or Other	1
11	Hammer, 2- 1/2 lb. Cross Pein	1
12	Pry Bar, 15"	1
13	Pinch Bar, 22"	1
<b>Autobody Mechanic</b>		
1	Six Drawer Top Chest	1
2	Three Drawer Bottom Cabinet	1
3	1/2" Drive Socket Set 10 - 27 mm	1
4	1/2" Drive Socket Set 10 - 27 mm, Deep	1
5	1/2" Drive Socket Set 7/16" - 1 1/8" (12 pieces)	1
6	1/2" Drive Socket Set 7/16" - 1 1/8", Deep (12 Pieces)	1
7	1/2" Drive Ratchet	1
8	1/2" Drive Extension, 4"	1
9	1/2" Drive Extension, 6"	1
10	1/2" Drive U Joint Adapter, Impact	1
11	1/4" Drive Socket Set 4 - 14 mm	1
12	1/4" Drive Socket Set 6 - 13 mm, Deep	1
13	1/4" Drive Socket Set 3/16" - 9/16" (10 pieces)	1
14	1/4" Drive Socket Set 3/16" - 9/16", Deep (10 pieces)	1
15	1/4" Drive Ratchet	1
16	1/4" Drive Extension 4"	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
17	1/4" Drive Extension 6"	1
18	1/4" Drive Extension 10"	1
19	1/4" Drive U- Joint Adapter	1
20	1/4" Drive, Blade Screw Driver	1
21	3/8" Drive - 1/4" Drive Socket Adapter	1
22	3/8" Drive Socket Set 10 - 19 mm	1
23	3/8" Drive Socket Set 10 - 19 mm, Deep	1
24	3/8" Drive Socket Set 8- 19 mm, Flex	1
25	3/8" Drive Socket Set 3/8" - 7/8" (9 pieces)	1
26	3/8" Drive Socket Set 3/8" - 7/8", Deep (9 pieces)	1
27	3/8" Drive Socket Set 7/16" - 3/4", Flex	1
28	3/8" Drive Ratchet	1
29	3/8" Drive Extension 4"	1
30	3/8" Drive Extension 6"	1
31	3/8" Drive Extension 10"	1
32	3/8" Drive U - Joint Adapter	1
33	3/8" Drive Torx Driver Set	1
34	3/8" Drive, Hex Drivers, 1/8" - 3/8" (8 pieces)	1
35	3/8" Drive, Hex Drivers, 4 - 10 mm	1
36	8" Adjustable Wrench	1
37	10" Adjustable Wrench	1
38	12" Adjustable Wrench	1
39	Combination Wrench Set 5/16" - 1 1/4"	1
40	Vise Grips, 10", Curved Jaw	2
41	Vise Grips, 10", Standard	2
42	Vise Grips, 11", 'C' Clamp	2
43	Vise Grips, 18", 'C' Clamp	2
44	Vise Grips, 24", 'C' Clamp	2
45	Vise Grips, 5", Curved Jaw	2
46	Vise Grips, 6", 'C' Clamp	2
47	Vise Grips, 7", Curved Jaw	2
48	Vise Grips, 9", Welding Type	2

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
49	Pliers, 7 1/8", Straight Needle Nose	1
50	Pliers, 11", Straight Needle Nose	1
51	Pliers, 6 5/8", Bent Needle Nose	1
52	Pliers, 16", Interlocking Joint (water pump pliers)	1
53	Pliers, 7 1/4", Diagonal Cutter	1
54	Pliers, 8", Slip Joint	1
55	Wire Strippers, Multi- Size	1
56	Tin Snips	1
57	Tin Snips, Angle Cut	1
58	Cutter, Sheet Metal, Hand, 10"	1
59	Cutter, Sheet Metal, Hand, 12"	1
60	Hex Key, Set 3/32" - 3/8", Long	1
61	Hex Key, Set 3/64" - 3/8", Std. Length	1
62	Hex Key Set, 2 - 10 mm, Long	1
63	Hex Key Set, 2 - 10 mm, Std. Length	1
64	Screw Driver, Magnetic - Standard	1
65	Screw Driver, Magnetic, Long - (12")	1
66	Screw Driver Set, Impact, Interchangeable Tips	1
67	Narrow Shaft Driver - 7" Blade	1
68	Screw drivers, #1 and #2 Phillips Offset	1
69	Screw Driver, Phillips, Offset, #3	1
70	Screw Driver Set, Robertson	1
71	Screw Driver Set (slotted & phillips)	1
72	Screw Starter	1
73	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
74	Hammer, Cross Pein, 2- 1/2 lb	1
75	Hammer, Ball Pein, 20 oz.	1
76	Hammer, 3 lb. Ball Pein or other	1
77	Hammer, Body, Chisel	1
78	Hammer, Body, Oval Faced	1
79	Hammer, General Purpose, Pick	1
80	Hammer, Soft Surface	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
81	Wrench, 1/2", Air Impact	1
82	Die Grinder, 1/4", Air	1
83	Air Drill, 3/8"	1
84	Ratchet, 3/8", Air	1
85	Screw Driver or Drill, Electric, Cordless	1
86	Chisel, Air	1
87	Hacksaw, 10" Metal Cutting	1
88	Hacksaw, 12" Metal Cutting	1
89	Pry Bar, 6"	1
90	Pry Bar, 15"	1
91	Awl	1
92	Body Rasp Holder (2 Pieces)	1
93	Cold Chisel Set 3/8" - 7/8" (5 pieces)	1
94	Drill Index Box	1
95	Heavy Duty Tap "T" Handle (Jaw Size 5/16")	1
96	Dolly, General Purpose	1
97	Dolly, Heel	1
98	Dolly, Spoon	1
99	Dolly, Toe	1
100	Magnet	1
101	Punch set (1/16" - 5/32")	1
102	Scriber	1
<b>Upholsterer</b>		
1	Six Drawer Top Chest	1
2	Three Drawer Bottom Cabinet	1
3	1/4" Drive Ratchet	1
4	1/4" Drive Socket Set 3/16" - 9/16" (10 pieces)	1
5	1/4" Drive Socket Set 4 - 14 mm	1
6	3/8" Drive Ratchet	1
7	3/8" Drive Socket Set 10 - 19 mm	1
8	3/8" Drive Socket Set 3/8" - 7/8" (9 pieces)	1
9	Combination Wrench Set, 6 - 27 mm, 18 Piece	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
10	Combination Wrench Set 5/16" - 1 1/4"	1
11	8" Adjustable Wrench	1
12	Vise Grips, 10", Curved Jaw	2
13	Pliers, 7 1/8", Straight Needle Nose	1
14	Pliers, 7 1/4", Diagonal Cutter	1
15	Pliers, 8", Combination	1
16	Pliers, Wiring	1
17	Hex Key Set, 2 - 10 mm, Std. Length	1
18	Screw Driver Set, Impact, Interchangeable Tips	1
19	Screw Driver Set (slotted & phillips)	1
20	Screw Driver Set, Robertson	1
21	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
22	Hammer, 1 lb. Ball Pein	1
23	Hammer, 3 lb. Ball Pein or other	1
24	Hammer, Claw	1
25	Hammer, Upholsterers	1
26	Pry Bar, 6"	1
27	Pry Bar, 15"	1
28	Pinch Bar, 22"	1
29	Hacksaw, 12" Metal Cutting	1
30	Punch Set (1/16" - 5/32")	1
<b>Machinist</b>		
1	Four Drawer Bottom Cabinet	1
2	Six Drawer Top Chest	1
3	1/2" Drive Socket Set 10 - 27 mm, Deep	1
4	1/4" Drive Socket Set 3/16" - 9/16", (10 pieces)	1
5	3/8" Drive Socket Set 10 - 19 mm	1
6	3/8" Drive Socket Set 3/8" - 7/8", (9 pieces)	1
7	Combination Wrench Set 5/16" - 1 1/4"	1
8	Combination Wrench Set, 6 - 27 mm, 18 Piece	1
9	8" Adjustable Wrench	1
10	12" Adjustable Wrench	1



<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
11	15" Adjustable Wrench	1
12	Vise Grips, 10", Standard	2
13	Vise Grips, 6", 'C' Clamp	2
14	Vise Grips, 7", Curved Jaw	2
15	Clamp, Deep Throat, 4"	2
16	Pliers, 7 1/8", Straight Needle Nose	1
17	Pliers, 11", Straight Needle Nose	1
18	Pliers, 7 1/4", Diagonal Cutter	1
19	Pliers, 8", Combination	1
20	Tin Snips	1
21	Hex Key, Set 3/64" - 3/8", Std. Length	1
22	Hex Key Set, 2 - 10 mm, Std. Length	1
23	Screw Driver Set, Robertson	1
24	Screw Driver Set, Standard	1
25	Dial Indicator, 0" - 1", Standard	1
26	Depth Micrometer, 0" - 6"	1
27	Squares, Machinist	2
28	Dividers, 6"	1
29	Calipers, Inside, 6"	1
30	Calipers, Inside, 8"	1
31	Calipers, Outside, 8"	1
32	Vernier Caliper	1
33	Vernier Caliper, 0 - 150 mm	1
34	Micrometer, Inside, 0 - 2" Set	1
35	Micrometer, Inside, 0 - 50 mm Set	1
36	Micrometer, Outside 0 - 150 mm (6 pieces)	1
37	Micrometer, Outside 0 - 6" (6 pieces)	1
38	Gauge, Centre	1
39	Gauge, Feeler, (.002 - .023)	1
40	Gauge, Screw Pitch, Starrett #156	1
41	Gauge, Screw Pitch, Starrett #4	1
42	Gauge, Telescoping, 5/16" - 6", 6 Piece	1

<b>APPENDIX II: Required Tools for Various Classes</b>		
<b>List Nbr</b>	<b>Description</b>	<b>Quantity</b>
43	Tape Measure (12 ft - 4 Metres) - Imperial/Metric	1
44	Level, Spirit	1
45	Straight Edge	1
46	Hammer, 1 lb. Ball Pein	1
47	Hammer, 3 lb. Ball Pein or other	1
48	Hammer, Soft Surface	1
49	Hammer, Cross Pein, 2- 1/2 Lb	1
50	Cold Chisel Set 3/8" - 7/8" (5 pieces)	1
51	Drill Index Box	1
52	Hacksaw, 12" Metal Cutting	1
53	Punch Set (1/16" - 5/32")	1

<b>APPENDIX II (a): Tool Allowance</b>			
	<b>Payable In</b>		
	<b>April 2012</b>	<b>April 2013</b>	<b>April 2014</b>
	<b>(\$\$)</b>	<b>(\$\$)</b>	<b>(\$\$)</b>
Mechanic	615.24	633.70	652.71
EV Mechanic	622.39	641.06	660.29
Autobody Mechanic	572.31	589.48	607.16
Upholsterer	193.15	198.94	204.91
Trades Helper	100.15	103.15	106.24
Brake Lathe Operator	71.53	73.68	75.89
Machinist	443.55	456.86	470.57
Welder	307.61	316.84	326.35
Farebox Maintainer (Bus)	257.54	265.27	273.23
Farebox Maintainer (LRT)	143.07	147.36	151.78

\*

**APPENDIX III: Vacation Entitlement for Permanent or Probationary Employees**

Years of Continuous Employment with the City	Vacation Entitlement (the lesser of the following)
1 or more than 1	15 working days OR 120 working hours
8 or more than 8	20 working days OR 160 working hours
17 or more than 17	25 working days OR 200 working hours
23 or more than 23	30 working days OR 240 working hours

A permanent or probationary employee who has not completed a full year of service with the City prior to the commencement of the vacation year shall be entitled to receive the portion of his/her earned vacation which was earned prior to the commencement of the vacation year in accordance with the following provisions provided that the employee entering the employ of the City after the fifteenth (15th) day of any month shall be considered to have entered the following month to determine his/her entitlement under these provisions.

Continuous Service Prior to Vacation Year	Pro- Rata Entitlement - Permanent - (the lesser of the following)
12 months	15 working days OR 120 working hours
11 months	14 working days OR 112 working hours
10 months	13 working days OR 104 working hours
9 months	11 working days OR 88 working hours
8 months	10 working days OR 80 working hours
7 months	9 working days OR 72 working hours
6 months	8 working days OR 64 working hours
5 months	6 working days OR 48 working hours
4 months	5 working days OR 40 working hours
3 months	4 working days OR 32 working hours
2 months	3 working days OR 24 working hours
1 month	1 working day OR 8 working hours

It is understood that vacation entitlement shall be paid at the employees regular rate of pay for the position to which the employee is permanently appointed or is serving the required probationary period thereof.

**APPENDIX IV: Vacation Entitlement for Temporary Employees**

A temporary employee, upon completion of one (1) year of service with the City, shall be eligible for paid vacation leave equal to the lesser of ten (10) working days or eighty (80) working hours. An employee, who is terminated and who has not received any vacation leave, shall receive four (4) percent of his earnings at the regular rate of pay for the period between his/her last date of hire and the termination of employment. An employee who receives vacation leave and who is subsequently terminates shall receive four (4) percent of his/her earnings at the regular rate of pay for the period since the last date of hire less the monetary value of vacation days taken. In the event that vacation leave is granted to such employees, it shall be granted in accordance with the following schedule.

Continuous Service Prior to Vacation Year	Pro-Rata Entitlement - Temporary and Provisional - (the lesser of the following)
12 months	10 working days OR 80 working hours
11 months	9 working days OR 72 working hours
10 months	8 working days OR 64 working hours
9 months	8 working days OR 64 working hours
8 months	7 working days OR 56 working hours
7 months	6 working days OR 48 working hours
6 months	5 working days OR 40 working hours
5 months	4 working days OR 32 working hours
4 months	3 working days OR 24 working hours
3 months	3 working days OR 24 working hours
2 months	2 working days OR 16 working hours
1 month	1 working days OR 8 working hours

**APPENDIX V: Letters of Understanding**

- \* The following Letters of Understanding and Addenda to the 2011- 2013 Collective Agreement are individual letters but are grouped together for signing purposes only.

# LETTERS of UNDERSTANDING and ADDENDA



LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON

(hereinafter called the "City")

of the First Part

- and -

THE AMALGAMATED TRANSIT UNION LOCAL NO. 569

(hereinafter called the "Union")

of the Second Part

**LETTER #1**

**1. Community Service Operator**

It is agreed that the City of Edmonton may operate existing and introduce additional small bus routes during the term of this agreement. Such routes shall not result in the displacement of a full-time operator. Advance notification of the introduction of new small bus routes will be provided to the Union. The provisions respecting the terms and conditions governing Community Service Operators shall be subject to the following:

- 1) The provisions of Part I, Article 3- *Definitions* through Part I, Article 23- *Remuneration- General* inclusive, shall not apply to Community Service Operators except as hereinafter specified.
- 2) The definitions of Part I, 3.02, Part I, 3.07, and Part I, 3.17 shall apply to Community Service Operators.
- 3) A Community Service Operator shall mean an employee so designated by the City who occupies a position normally assigned duties in accordance with the terms outlined in this Letter of Understanding. Community Service Operators shall not be considered to be regular Operators, and shall not be considered to be temporary employees as defined by the Agreement, nor shall they have seniority except as otherwise stipulated in points (23), (25) and (26).
- 4) Community Service Operators shall only be paid for hours worked, and shall work those hours of work assigned by the City, subject to point (20) of this letter.  
New sign-ups for Community Service Operators shall be posted. Prior to the sign-up being posted, the Union Sheet Committee shall be given the opportunity to peruse the new sign-up and address any concerns it has with the City.  
The Department will endeavor to provide as many full-time shifts as reasonable, conditional however, upon operational characteristics, negotiated conditions or limitations, and economical division of work assignments.
- 5) The provisions of Part I, 4.01 and Part I, 4.02 shall apply to Community Service Operators.
- 6) The provisions of Part I, Article 5- *Union Security* shall apply to Community Service Operators.
- 7) Where the requirements of service necessitate, a regular Operator may be assigned the duties of a Community Service Operator on an intermittent basis. While

employed in such capacity, the regular Operator shall not lose the regular rate of pay.

- 8) The normal probationary period for new Community Service Operators shall be six (6) months. This probationary period may be extended for three (3) months, with an additional further extension of three (3) more. However, prior to the last three (3) month extension, the Union shall be given the opportunity to review the reasons for such extension.
- 9) Where a Community Service Operator is required to work in excess of eight (8) hours per day, such Community Service Operator shall be paid one and one-half (1.5) times the regular rate of pay for each overtime hour worked.
- 10) Where a Community Service Operator is required to work the sixth (6th) or seventh (7th) consecutive day of work then the Community Service Operator shall be paid one and one-half (1.5) times the regular rate of pay for each hour worked.
- 11) A Community Service Operator required to work on a statutory holiday for which the operator is eligible, shall be paid one and one-half (1.5) times the regular rate of pay for each hour worked.
- 12) Community Service Operators shall be required to take such medical examination as required for the applicable provincial operator's license at the City's expense, and shall arrange such medical examination with the medical authority appointed by the City.
- 13) The provisions of Part I, 9.01 shall apply to Community Service Operators. Those employees who have completed thirty (30) days' continuous service or thirty (30) working days with the City in the preceding twelve (12) months shall be entitled to receive the following statutory holidays:
  - ♦ New Year's Day
  - ♦ Alberta Family Day
  - ♦ Good Friday
  - ♦ Victoria Day
  - ♦ Canada Day (July 1, or July 2 if July 1 is a Sunday)
  - ♦ Labour Day
  - ♦ Thanksgiving Day
  - ♦ Remembrance Day
  - ♦ Christmas Day.

Community Service Operators shall be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

Community Service Operators who have attained and maintain permanent status in accordance with point (25), will receive statutory holidays in accordance with Part I, 9.01.

- 14) Annual vacation shall be in accordance with the provisions of the Employment Standards Code.

Community Service Operators who have attained and maintain permanent status in accordance with point (25), will receive annual vacation in accordance with Part I, 9.02.

- 15) The City of Edmonton will supply Community Service Operators with an issue of clothing as outlined in Part I, 9.05.01.01 to Part I, 9.05.01.09 where applicable. Permanent Community Service Operators that have attained permanency after December 31, 2000, will be required to pay the City one half the cost of the first issue. Payment will be made by equal payroll deduction, over a maximum of ten pay periods, as requested by the employee. Only permanent Community Service Operators will receive the shoe subsidy.



- 16) The provisions of Part I, Article 15-*Dispute Resolution Process* shall apply to Community Service Operators.
- 17) The provisions of Part I, Article 16- *Operator Training* shall apply to Community Service Operators other than the provisions of 16.03, 16.04, 16.05 and 16.06.
- 18) The provisions of Part I, Article 18- *Lost Articles* shall be applicable as shall be Part I, Article 19- *Responsibility of Employees*.
- 19) Community Service Operators shall not be employed by Edmonton Transit while employed by another civic department.
- 20) A Community Service Operator who works the scheduled daily hours shall receive a minimum equivalence of two (2) hours' pay.
- 21) Community Service Operators shall be paid in accordance with Appendix I- *Schedule of Wages*.

Such employees shall be paid every two (2) weeks. The provisions of Part I, 23.05.01 and 23.05.02 shall apply.

- 22) Where the City contemplates laying off permanent, regular Operators such permanent, regular Operators shall first be offered existing Community Service Operator positions that are required to be continued in preference to being laid off. A permanent Community Service Operator will not be displaced by a permanent regular Operator if the Community Service Operator has greater seniority. Should a permanent regular Operator accept a Community Service Operator position, then such an Operator shall be recognized as a Community Service Operator and shall be subject to the provisions of this Letter of Understanding. If the permanent regular Operator does not accept a Community Service Operator position, then the Operator shall be laid off. The employment of Community Service Operators shall not violate the provisions of Part I, 6.18.

Disabled employees falling under the jurisdiction of the Union will be accorded consideration for placement as a Community Service Operator in accordance with the City's Job Accommodation Procedures or applicable policies.

- 23) Community Service Operators will utilize their length of service in the Community Service position for sign- up purposes only. Only those Community Service Operators that have signed shifts less than full- time (at least seventy- five (75) hours bi- weekly) may sign the small Community Service sign- ups.
- 24) Community Service Operators shall be eligible for the provisions as outlined in Part I, 6.25.03, 9.06.01, 9.06.03.01 and 9.06.03.02.

- \*
- 25) To attain benefits, a Community Service Operator must complete four hundred twenty- five (425) hours of work as a Community Service Operator in a consecutive ninety (90) day period. Hours of work will include overtime and approved leave for vacation but exclude any period of unpaid leave during this ninety (90) day period. Permanent status will be granted to a Community Service Operator when they have successfully completed their probationary period, have maintained full- time hours during that probationary period, and have a satisfactory file review.

To maintain permanency, a Community Service Operator must sign full- time shifts. Such operators will be eligible for benefits as provided for under Part I and Part II of this agreement.

Should a permanent Community Service Operator fail to sign a full- time shift for any reason, including the inability to sign a full- time shift due to signing priority, permanency and benefits will not be maintained beyond that sign- up. A grace period of one (1) sign- up will be permitted without affecting eligibility for permanency and benefits. If a period of more than one (1) sign- up of less than full- time shifts lapses, the Community Service Operator will be required to requalify for benefits over the next twelve month period as noted above.

Only permanent Community Service Operators have seniority standing. Should a Community Service Operator requalify for benefits and permanency due to the above clause, the Operator's period of temporary service will be excluded from the Operator's seniority standing.

- 26) Community Service Operators (CSO) who apply for Permanent Full-time Operator positions shall be given preference over outside candidates. Community Service Operators who are selected as permanent full-time operators shall have all their hours worked as a CSO count towards the 90 day waiting period for benefits eligibility.
- 27) Permanent Community Service Operators shall receive in lieu of coffee breaks, lunch and rest periods, a yearly payment in an amount equivalent to forty (40) hours' straight-time wages computed at the applicable rates and pro-rated according to the operator's length of service between the commencement of the twenty-fourth (24th) pay period in the previous calendar year and the conclusion of the twenty-third (23rd) pay period in the current calendar year. The annual payment of this premium shall be made on the pay day immediately following the conclusion of the twenty-fourth (24th) pay period of the current calendar year.
- 28) Community Service Operators shall be paid one dollar (\$1) per hour extra while acting as a Community Service auxiliary instructor. The City shall review the qualifications and performance of employees acting as auxiliary instructors.

**LETTER #2**

**2. Hours of Work Study - Compressed Work Arrangement**

The parties agree that the Edmonton Transit joint Union/Management Committee established to study the feasibility of compressed work arrangements for Operational (Group I) employees will continue to pursue its review.

It is understood that mandatory parameters shall include that there be no loss of coverage, no additional operational FTE's, overtime, or costs, and that economies and efficiencies must be incurred without any generally negative impact upon the City, or inconsistencies with City Policies.

Terms and conditions outside the agreement may be considered in the design and implementation of compressed work arrangements, subject to the agreement of the parties.

- \*\* The City agrees to a "trial" 4-day work week schedule on specified shifts for the Transit operator group. The trial will be for a 2 sign-up period commencing December 2, 2012. The parameters of the trial will be communicated to the Union and will take into account operational and financial efficiency and effectiveness. The trial will be evaluated after the trial period and the results will be discussed with the Union.

**LETTER #3**

\* **3. Addendum to the 2011- 2013 Collective Agreement With Respect to Compressed Hours of Work**

Compressed Hours of Work Program - Transportation Department (Edmonton Transit) for Employees in the Classifications of Training Instructor and Scheduler/Shift Designer (8.33 hours per day - 9 days per pay period)

The following provisions shall apply to employees in the above- noted classifications. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses in the Main Agreement.

.....

## 6 WORKING CONDITIONS - GROUP I OPERATIONAL EMPLOYEES

### 6.01 HOURS OF WORK

- 6.01.02 Except as hereinafter provided, the regular hours of work of employees participating in the compressed hours of work shall be eight and one-third (8.33) hours per day, rounded to eight (8) hours and twenty (20) minutes, exclusive of unpaid lunch periods, nine (9) days per bi-weekly pay period.
- 6.01.02.01 During the first full pay period of each calendar year, all employees participating in a compressed hours of work program shall work eight and one-third (8.33) hours per day, exclusive of unpaid lunch periods, for ten (10) days within the pay period.
- 6.01.02.03 Unpaid lunch breaks shall not be less than a half-hour in duration.

### 6.05 PAY FOR WORK ON OFF DAYS

Except as provided in Part I, 6.05.01 and 6.05.02, an employee required to work on an off day shall be paid at two (2) times his regular rate of pay for each hour worked.

- 6.05.01 Off days resulting from compressed hours of work may not be accumulated except as hereinafter provided.
- 6.05.02 Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive his off day as scheduled, he shall receive another off day in conjunction with his regular off days or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times his regular rate of pay for all hours worked on his off day resulting from compressed hours of work.

## 9 FRINGE BENEFITS

### 9.01 STATUTORY HOLIDAYS

- 9.01.01 In order to reconcile the additional statutory holiday pay provided to employees as a result of conversion of the regular hours of work from seven and one-half (7- 1/2) hours per day to eight and one-third (8.33) hours per day, all employees participating in compressed hours of work programs shall be subject to the provisions of Part I, 6.01.02.01.

## 13 POSTING AND FILLING VACANCIES

- 13.01.01 Postings shall contain a statement to denote those positions which are subject to a compressed hours of work program.

## 25 DURATION, AMENDMENT AND TERMINATION OF COMPRESSED HOURS OF WORK PROGRAMS

- 25.01 The Department (Transit Division) may amend the hours of work and/or unpaid lunch breaks of employees participating in compressed hours of work programs, provided that such amendments are made in accordance with Part I, 6.01.02, 6.01.02.01 and 6.01.02.03. Whenever practicable and consistent with operating efficiency, the Department will seek the prior concurrence of the employees affected by such amendments.
- 25.02 The City may terminate a compressed hours of work program by providing a minimum of one month's notice to employees participating in the program. The City shall forward a copy of the notice to the Union.
- 25.03 Employees participating in a compressed hours of work program may terminate such program by providing a minimum of one month's notice by a majority of

- participating employees to the Department Head. The City shall forward a copy of the notice to the Union.
- 25.04 Where the majority of employees in a type of position are not participating in the compressed hours of work program, the Department may, consistent with operating efficiency, permit the remainder to participate, provided that such participation is for no less than a continuous six-month period.
- 25.05 Employees who elect to work regular hours of work as of the effective date of this Addendum shall be required to show good reason for subsequently requesting to participate in the compressed hours of work program, and subject to operating efficiency, may be permitted to do so provided such participation is for no less than a continuous six-month period.

**LETTER #4**

**4. Compressed Hours of Work (CHOW) Program**

The parties agree to implement a Compressed Hours of Work (CHOW) Program subject to the following terms.

- a) The program will be limited to shifts designated by the City for Group II employees.
- b) In the event that an employee participating in the CHOW program must be temporarily replaced by a relief employee the shift will temporarily revert to the regular hours of work during such replacement and the relief employee will work the regular hours of the shift for the duration unless the Department otherwise stipulates.
- c) The compressed hours of work program for employees working eighty (80) hours bi-weekly will consist of one five (5) day and one four (4) day work week in a pay period, based on eight (8) hours and fifty-four (54) minutes per day with a thirty (30) minute unpaid lunch break each day. Those employees working 75 hours bi-weekly will work eight (8) hours and twenty (20) minutes per day with a thirty (30) minute unpaid lunch break. Overtime rates for employees participating in the CHOW program will only apply once the employee has completed the daily hours of work of the CHOW program.
- d) At the start of each sign-up the City will identify which days will constitute the compressed hours of work day off on each of the designated shifts. Once the shifts have been determined they will be presented to the Union. Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from the compressed hours of work program. Where an employee does not receive his off day as scheduled, he shall receive another off day in conjunction with his regular off days or other days as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to provide the off day, the employee shall receive two (2) times his regular rate of pay for all hours worked on his off day resulting from the compressed hours of work program.
- \* e) To reconcile the additional statutory holiday pay provided to employees as a result of the conversion of regular hours of work from eight (8.0) hours per day to eight (8) hours and fifty-four (54) minutes per day, or from seven and one-half (7.5) hours per day to eight (8) hours and twenty (20) minutes per day, all employees participating in the CHOW program will recapture the required number of hours by working the requisite number of hours to make up the difference prior to the end of the first pay period of each sign-up. Where the participating employee has not completed the CHOW program for the duration of a full sign-up, any applicable reconciliation to be made for statutory holiday pay will be adjusted in the first pay period that falls at the beginning of each sign-up. An employee may choose to waive the additional statutory holiday pay and not recapture the required number

- of hours for any particular statutory holiday.
- f) To reconcile Income Protection Plan benefits claimed by employees participating in the CHOW program, such benefits will be calculated on the basis of eight (8.0) hours and fifty-four (54) minutes per day, or eight (8.0) hours and twenty (20) minutes per day, for each incident that is less than one complete pay period. For incidents of one complete pay period or greater, Income Protection Plan benefits will be calculated based on regular hours of work. At the conclusion of each sign-up, the number of hours of Income Protection benefits used for that sign-up will be totaled, and divided by a factor of either 8.0 hours or seven and a half (7.5) hours per day to effect the reconciliation.
  - g) The program is subject to review, and may be changed or terminated at each sign-up, by providing a minimum of one month's notice to employees participating in the program. The City shall forward a copy of the notice to the Union.
  - h) Employees participating in a CHOW program may terminate such program by providing a minimum of one month's notice by a majority of employees to the Department Head. The City shall forward a copy to the Union.
  - i) The parties, by mutual agreement, may establish compressed hours of work programs using daily work hours other than as described above.

**LETTER #5**

**5. Resolution of Union “Group II- Trades and Maintenance Employees” Staff Impacts Associated With the Transfer of Edmonton Transit Bus Maintenance to Fleet Services**

The parties agree that this Letter of Understanding shall resolve the staff impacts associated with the transfer of Edmonton Transit's Bus Maintenance function to Fleet Services.

The parties agree to establish a Master Seniority List, based on the employee's length of service within the type of position, for each Job Classification represented by the Union and employed in more than one City Department, referred to as Interdepartmental Positions.

Interdepartmental Positions are:

- Electro- Vehicle Mechanics
- Bus Cleaners
- Auto Body Mechanics
- Fares Equipment Maintainers

In the event of permanent layoffs of Interdepartmental Positions the respective Master Seniority List will apply in order to determine the junior employee.

To fill Interdepartmental Positions that become vacant, a first right of refusal to fill the position will be granted to eligible qualified persons within the classification, in order of seniority from their respective Master Seniority List. Transfers may be staged (not to exceed a 6 month duration) to allow for any necessary training of employees in their new assignments.

Interdepartmental relief Pools will cease to operate. The parties agree to “grandfather” incumbent members of the Relief Auto Body Foreman and Relief Upholsterer and Trimmer Pools and to provide them with due consideration for future promotion as a Auto Body Foreman or Upholsterer and Trimmer, for which they are respectively eligible, notwithstanding their non- active participation in the Pools.

**LETTER #6**

**6. New Bus Pre-Delivery Inspections**

The parties agree that the provisions of Part I, 7.03.01 will be waived for Vehicle/Equipment Technicians performing new bus pre-delivery inspections at the plant site.

\*

**LETTER #7**

**7. Hours of Work – Trades and Maintenance Positions**

It is agreed that a trial will be conducted for a twenty-four (24) month period at Westwood, Mitchell and Ferrier garages, whereby the Union will provide a flexible application of Part I, 7.01.01 regarding the number of permitted early a.m. shifts, specifically allowing the City two (2) shifts per class at each facility that could begin as early as 0600 hours. Mutual agreement of the parties will be required if a greater number of early shifts are desired.

\*

**LETTER #8**

**8. Registered Apprenticeship Program**

The Registered Apprenticeship Program (R.A.P.) is an apprenticeship program for high school students, providing students with the opportunity to start learning and practicing their future trade while in high school. The City of Edmonton and the Amalgamated Transit Union Local 569 (ATU Local 569) jointly support the R.A.P. program, with the understanding that no current permanent or non-permanent employee within A.T.U. Local 569's jurisdiction will be laid off as a direct result of the City's participation in the Registered Apprenticeship Program.

Participating students will be hired as temporary employees in a RAP569 job classification, under the jurisdiction of A.T.U. Local 569 for the duration of their participation in the program.

The student's rate of pay while participating in the program, and other specific terms and conditions of employment, will be determined by the City and the educational institution.

Normally, one student will be assigned to any one trade, unless otherwise discussed and reviewed with A.T.U. Local 569.

Disputes involving RAP students will be heard in accordance with the dispute resolution process outlined in Letter of Understanding #10 of the current collective agreement, with the final step of the grievance procedure being with the Department Head or designate. No other third party, including an arbitrator, will have jurisdiction to hear the grievance or issue a decision.

RAP 569 participants shall be laid off from the City after the completion of each semester as an apprentice, and upon completion of their participation in the RAP program.

RAP569 participants shall pay union dues while participating in the program.

\*

**LETTER #9**

**9. Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement**

**INTRODUCTION**

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (“*the Framework Agreement*”) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings;
- The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes;
- While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

*Therefore:*

The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this letter of understanding.

**1 SCOPE**

- 1.1 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.
- 1.2 This procedure does not apply to:
  - 1.2.1 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or
  - 1.2.2 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

**2 INITIATING A GRIEVANCE**

- 2.1 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.
- 2.2 A grievance may concern:
  - 2.2.1 Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation

- 2.2.2 What, if any, restrictions or requirements arise from the employee's disability.
- 2.2.3 A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason.
- 2.2.4 A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton.
- 2.2.5 The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise.
- 2.2.6 The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or
- 2.2.7 Whether any trial period for an accommodation measure has succeeded.
- 2.3 In these procedures, "*parties*" mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.
- 2.4 Prior to filing a grievance under 2.2 of this letter the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.
- 2.5 On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank discussion in an attempt to reach agreement on the question.
- 2.6 If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as *prima facie* proof in any subsequent arbitration proceedings.
- 2.7 The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.
- 2.8 Following the meeting referred to in 2.4, and unless 2.5 and 2.6 (all in this letter) apply, the party required to make a decision will provide that decision in writing within fifteen (15) working days of the initial request.
- 2.9 If a decision on a decision point is agreed to, it will be implemented forthwith, according to the terms. If no grievance disputing the decision is initiated within fifteen (15) working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in 2.2 of this letter may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the Director of Labour Relations, Human Resources Branch.

### 3 SEPARATE REPRESENTATION

- 3.1 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form



of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

#### 4 EXPEDITED ARBITRATION

- 4.1 All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member to hear the grievance.
- 4.2 The members of the expedited arbitration roster are:
- Jay Spark (Roster Coordinator)
  - Deborah Howes
  - James Casey, Q.C.
  - Bertha Greenstein
- 4.3 The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:
- 4.3.1 Ensure the issues in dispute are defined;
- 4.3.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;
- 4.3.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
- 4.3.4 If a party selects formal arbitration, set a time, place and date for a “*without prejudice*” pre- arbitration mediation with the roster member or any other agreed upon mediator;
- 4.3.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;
- 4.3.6 Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a manner that accords with the Framework Agreement;
- 4.3.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
- 4.4 Every attempt will be made to hold the meeting referred to in 4.3 within ten (10) working days of the date the grievance is received by the roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within ten (10) working days will not constitute loss of jurisdiction.
- 4.5 The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.

#### 5 EXPEDITED ARBITRATION

- 5.1 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
- 5.2 The parties will implement the award forthwith, according to its terms.
- 5.3 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather

than through the expedited arbitrator remaining seized with the matter.

## 6 GRIEVANCE MEDIATION

- 6.1 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Part I, Article 15- *Dispute Resolution Process*, Step 4- *Arbitration Stage* points 4 through 17 of the collective agreement, following the first meeting referred to in 4.3 of this letter. At the same time, the parties and any separately represented employee will participate in a “*without prejudice*” mediation meeting with the Roster member or another agreed upon mediator.
- 6.2 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.
- 6.3 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
- 6.4 Other than the documents referred to in 6.3 of this letter, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
- 6.5 The cost of the roster Coordinator’s administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union’s half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

## 7 FORMAL ARBITRATION

- 7.1 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
- 7.2 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.
  - 7.2.1 The decision of the arbitration board will be final and binding on all parties;
  - 7.2.2 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.
  - 7.2.3 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
- 7.3 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.
- 7.4 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework

Agreement.

- Andrew C. L. Sims, Q.C.
- Deborah Howes
- James Casey, Q.C.
- Thomas Jolliffe

7.5 Where an arbitrator or arbitration board appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of the letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this letter of understanding.

7.6 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

## 8 DURATION AND TERMINATION

8.1 This Letter of Understanding shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.

8.2 In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Letter of Understanding shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this letter of understanding until the decision of the roster member is received.

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### LETTER #10

## 10. Long Term Disability Plan Review

The parties agree to review the provisions of the Long term Disability plan by December 31, 2009. This review shall include plan design, provisions, and case management features to determine possible options for reducing costs.

The City commits to meeting with the Union on a quarterly basis to discuss the LTD claims experience.

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### LETTER #11

## 11. Shift Trading

With respect to shift trading (Part I, 6.19, 7.10, and 8.05) and employees who voluntarily agree to work another employee's shift(s).

\*

a) The parties agree to enter a joint request that the Director of Employment Standards, under his authority according to Section 74 of the Employment Standards Code, grant a renewal of the exemption from all the provisions of the Employment Standards Code as they relate to continuous operations as follows:

“An employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates, at their regular rate of pay, in addition to any premiums associated with the shift. It is not the intent of this section to deny overtime rights to an employee.”

b) The parties agree that their request to the Director of Employment Standards will

include a request that if the director receives a complaint under the Employment Standards Code from an employee covered by the Collective Agreement, the Director will allow the parties a period of 120 days to discuss the resolution of the complaint prior to issuing a ruling.

- c) The effective date of this provision will be the date the Director of Employment Standards approves the exemption.

**LETTER #12**

**\*\* 12. Employment Insurance Reduction Program**

**BACKGROUND**

Employment Insurance premiums are paid by employers and employees in a ratio of 7/12 and 5/12 respectively. The intention of the Employment Insurance Reduction Program is to reduce premiums for both parties, where paid sick leave is provided to employees who are unable to work because of illness or injury. For administrative purposes, EI legislation reduces only the employer's premiums. Employers are therefore required to return 5/12 of the savings from the premium reduction to employees to whom the reduced rate applies.

**AGREEMENT**

In each year the City of Edmonton is granted an EI premium reduction, the employees' portion of the savings will be returned as follows:

- Temporary, and non- permanent part- time employees
  - ♦ savings allocated to a sick benefit for non- permanent employees (Supplementary Income Replacement Plan)
- Permanent employees
  - ♦ savings are turned back into the Long Term Disability Plan to assist in reducing the premium paid by permanent employees.

# Part II – Health and Benefits Plan



## PART II – HEALTH AND BENEFITS PLAN

### 1 INCOME PROTECTION PLAN

#### 1.01 Waiting Period

A probationary employee who has completed ninety (90) calendar days of continuous civic employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.

- 1.01.01 An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.
- 1.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.
- 1.02 The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

#### 1.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of his/her regular position due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions.

Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of Part II, 1.04.

Length Of Continuous Service	Income Protection Benefits at 100% of the Regular Rate of Pay (the lesser of the following)	Income Protection Benefits at 90% of the Regular Rate of Pay (the lesser of the following)
Less than 90 calendar days	0 working days OR 0 hours	0 working days OR 0 hours
90 calendar days or more but less than 1 calendar year	0 working days OR 0 hours	85 working days OR 680 hours
One calendar year or more	85 working days OR 680 hours	0 working days OR 0 hours

The benefit duration will not be less than fifteen (15) weeks or seventy-five (75) working days for members who receive Income Protection based on six hundred eighty (680) hours.

A member who has received the lesser of eighty-five (85) working days or six hundred eighty (680) hours of Income Protection benefits at one hundred percent (100%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of ninety percent (90%)

of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at ninety percent (90%) of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at one hundred percent (100%) of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

A member who has received the lesser of eighty-five (85) working days or six hundred eighty (680) hours of Income Protection benefits at ninety percent (90%) of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of seventy-five percent (75%) of the member's regular rate of pay upon his/her return to work.

If such member is in receipt of benefits at seventy-five percent (75%) of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at ninety percent (90%) or one hundred percent (100%) of the regular rate of pay until he/she returns to work for ten (10) consecutive working days.

The term "*payroll year*" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

The working days of Income Protection entitlement for part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the eight (8) weeks preceding the absence divided by five (5), compared with those hours worked by full-time members.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment with the City in accordance with Part II, 2.12 and is unable to perform the duties of the alternative position due to personal non-occupational disability shall be entitled to receive Income Protection Benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year and shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternative position.

- 1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until he/she returns to work for the City for a period of at least ten (10) consecutive working days. Periods of leave of absence without pay in excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For creditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02 If a member is unable to perform the duties of his/her regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of his/her regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member validates his/her claim in



accordance with the provisions of Part II, Article 10- *General Application of Plans* to substantiate his/her disability. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Income Protection Plan.

- 1.03.05 Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:
- 1.03.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.
  - 1.03.05.02 Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
  - 1.03.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, subject to Part II, 10.02.02.
  - 1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
  - 1.03.05.05 Any monies received from the Workers' Compensation Board (excluding Non- Economic Loss Payments) either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 1.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 1.05 Employees shall schedule medical and dental appointments outside of work hours whenever possible.
- However, if a permanent or probationary employee is compelled to arrange a personal medical or dental appointment during working hours, such employee shall be allowed to meet such appointment on City time and without loss of pay, provided that the employee is absent from work for a period of three (3) hours or less. Such employee shall not be required to make up the time spent away from work to keep the appointment.
- Medical and dental appointments which require the employee to be absent from work for longer than three (3) hours shall be deducted from the employee's accumulated Income Protection benefits.
- However, an employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime or vacation credits as applicable for the hours or portion thereof in excess of three (3) hours in order to avoid having the absence counted as an incident of absence.
- 1.06 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one (1) incident of absence for the purposes of this Plan.
- On the fourth (4th) and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at seventy- five percent (75%) of the member's regular rate of pay. However, if a member had three (3) or less incidents of absence in the previous payroll year, Income Protection benefits shall be

payable at seventy-five percent (75%) of the member's regular rate of pay on the fifth (5th) and each subsequent incident of absence in a payroll year. Upon the recommendation of a Department Head, the Plan Administrator shall have the discretion to waive the benefit reduction.

Subject to approval by the Plan Administrator, a member who is receiving ongoing therapeutic treatment for a life threatening disability, and as a result is absent from work for periods in excess of three (3) hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.

### **1.07 Recurring Disabilities**

- 1.07.01 If a member returns to work after a period of disability and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eighty-five (85) day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Part II, 1.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.02 If a member returns to work after a period of disability and becomes disabled again within ten (10) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eighty-five (85) day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Part II, 1.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

### **1.08 Other Benefits While Disabled**

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

### **1.09 Duration of Benefits**

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- 1.09.01 The date the member is no longer disabled from performing the duties of his/her regular position, or any alternative employment made available to the member by the City.
- 1.09.02 The date the member's Income Protection benefits have been expended.
- 1.09.03 The date the member dies.
- 1.09.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

### **1.10 Alternative Employment with the City**

- 1.10.01 If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position, but is capable of performing alternative duties for the City, and the member engages in such alternative City employment then the Income Protection benefits payable shall be the difference between the member's

- regular rate of pay and the regular rate of pay of the alternative employment.
- 1.10.02 Such reduced benefits will continue until the member has been unable to perform the duties of his/her regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of eighty-five (85) days will be cumulative.

**Graduated Return To Work (Regular Duties)**

Where an approved rehabilitation plan involves the employee's return to regular duties on a part-time basis, Income Protection benefits payable shall be reduced to the number of hours the employee is unable to work. Only in such graduated return to work situations, Income Protection benefits expire once the employee has exhausted a maximum of six hundred eighty (680) hours during the period of disability.

**1.10.03 Failure to Accept Alternate Employment**

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

**1.10.04 Recurrence of Disability While Engaged in Alternative Employment**

If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on his/her original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of his/her regular position for a maximum period of eighty-five (85) working days in any one payroll year, commencing from the first day of disability. The maximum period of eighty-five (85) days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of eighty-five (85) days will be cumulative.

**1.11 Alternate Employment with an Employer Other than the City**

If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of his/her regular position due to personal non-occupational disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a maximum period of eighty-five (85) working days in any one payroll year, commencing from the first day of disability. The maximum period of eighty-five (85) days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of eighty-five (85) days will be cumulative.

**1.12 Unapproved Employment for Gain**

If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan for such disability. In addition, the member will be subject to discipline up to and including dismissal.

## **2 LONG TERM DISABILITY PLAN**

### **2.01 Waiting Period**

A permanent or probationary employee who has not attained his/her normal retirement age and who has completed ninety (90) calendar days of continuous civic employment since the last date he/she commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that he/she would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until he/she has returned to work for the City for a period of at least ten (10) consecutive working days.

- 2.01.01 When an employee is absent from work during the waiting period due to personal disability for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.
- 2.01.02 When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have his/her waiting period extended by the number of working days he/she was absent due to such leave.

### **2.02 Contributions**

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of Part II, 2.15.02 shall continue to contribute premiums to the Long Term Disability Plan.

### **2.03 Eligibility for Benefits**

A member will not be eligible to receive Long Term Disability benefits until the elimination period has expired.

The elimination period ends after the member has been totally disabled for an uninterrupted period of eighty-five (85) working days.

- 2.03.01 The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including his/her ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

- \* 2.03.02 In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, the same shall be settled by referring the dispute to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Union. Alternatively, the Union may choose to have the dispute referred to a hearing with a single independent physician selected jointly by the City and the Union.

If the City and the Union cannot agree upon the selection of an independent physician within sixty (60) calendar days, the process outlined in the Duty to

Accommodate Framework Agreement (Procedures for Obtaining Expert Opinions, Selection of Agencies) shall be used to select the independent physician,

The hearing shall be chaired by a representative of the City of Edmonton and both the Union and Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the majority of the review panel members or the independent physician shall be final and binding on the member, the City, and the Union. The City appointed chairman shall not be a voting participant in the decision making process of the review panel.

The cost of the review panel or the independent physician shall be borne by the Long Term Disability Plan. The decision must be consistent with the provisions of Part II, 10.02 – *Limitations and Exclusions*.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's ability to perform alternative employment, the same shall be settled by referring the dispute to LOU #8 - *the Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement*.

2.04 For Long Term Disability claims commencing before September 2, 2007

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twenty- four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non- occupational disability, he/she is completely unable to perform the duties of his/her regular position. For Long Term Disability claims commencing before September 2, 2007, all references to the "*own occupation period of disability*" or the "*initial 12 month period*", in the balance of this Agreement shall mean a period of "*24 months*".

For Long Term Disability claims commencing on or after September 2, 2007

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following twelve (12) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non- occupational disability, he/she is completely unable to perform the duties of his/her regular position.

"*Completely unable to perform the duties of his/her regular position*" when used in reference to the Long Term Disability Plan shall mean that a member is unable to perform those duties of his/her regular position which regularly occupy sixty percent (60%) of the member's work day.

2.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twelve (12) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twelve (12) month period.

"*Initial twelve (12) month period*" when used in reference to the Long Term Disability Plan shall mean a twelve (12) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of his/her regular position including any period of time defined in Part II, 2.12, 2.13, and 2.14.

In accordance with the terms of Part II, 2.12 the period of rehabilitative employment and/or training may be extended beyond twelve (12) months and this extension shall be included as part of the definition of "initial twelve (12) month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty percent (50%) of his/her regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30.

**2.06 Duration of Benefits**

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

- 2.06.01 The date prior to the day the member attains normal retirement age.
- 2.06.02 The date the member is no longer disabled as defined by the terms of this Plan.
- 2.06.03 The date the member dies.
- 2.06.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective.
- 2.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

**2.07 Level of Benefits Provided**

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date he/she was first eligible for Long Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1).

For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding eight (8) weeks and multiplying this result by fifty-two point two (52.2).

The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
Up to \$45,000	60%
45,001 to 50,000	58%
50,001 to 60,000	56%
60,001 to 70,000	54%
70,001 to 75,000	52%
75,001 and over	51%

The maximum monthly benefit payable shall not exceed four thousand dollars (\$4,000). The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 2.07.01 Benefits to which the member is entitled as a result of his/her disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 Any monthly income payable as a result of the member's disability from any plan:
  - including those plans for which the member has made contributions as a result of Provincial or Federal legislation, but
  - excluding other insurance which has been personally contracted for.
- 2.07.03 Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.
- 2.07.04 Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05 Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Part II, 2.13 and 2.14 would apply.

## 2.08 Lump Sum Settlements

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one (1) of the following options:

- 2.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30, or five percent (5%).

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Union from any and all obligations to the member under this Plan.
- 2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

## 2.09 Coverage Under Other Benefit Plans While Disabled

For Long Term Disability claims commencing before September 2, 2007

During the initial twenty- four (24) month period, a member who is receiving Long

Term Disability benefits will continue to participate in the City's

- Group Life Insurance Plan,
- Dental Plan,
- Supplementary Health Care Plan,
- Health Care Spending Account Plan, and
- Alberta Health Care Plan,

in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

For Long Term Disability claims commencing on or after September 2, 2007

During the initial twelve (12) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's

- Group Life Insurance Plan,
- Dental Plan,
- Supplementary Health Care Plan,
- Health Care Spending Account Plan, and
- Alberta Health Care Plan,

in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the member except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

**2.10 For Long Term Disability claims commencing before September 2, 2007**

If after expiration of the initial twenty- four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's

- Alberta Health Care Plan,
- Supplementary Health Care Plan
- Health Care Spending Account Plan, and
- Dental Plan

shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007

If after expiration of the initial twelve (12) month period the member continues to receive Long Term Disability benefits, coverage under the City's

- Alberta Health Care Plan,
- Supplementary Health Care Plan
- Health Care Spending Account Plan, and
- Dental Plan

shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan member.

**2.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable**



Government Pension Plan.

For Long Term Disability claims commencing before September 2, 2007

Member contributions shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007

Member contributions shall be paid by the Long Term Disability Plan member.

- 2.11.01 Regular deductions for union dues shall continue to be made from the Long Term Disability benefit payable to the member.

## 2.12 Rehabilitative Employment and Training

During the initial twelve (12) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City. In the event that these three (3) parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be referred to a review panel for final decision. The review panel shall be comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected by these two parties. If these two parties cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City, and the Union. The City and the Union shall be notified of the meeting of the review panel and shall each have the option of having an observer during the meeting of the review panel. If observers do not attend, the review panel shall not be obligated to reschedule the meeting. The cost of the review panel shall be borne by the Long Term Disability Plan.

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of twelve (12) months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

- 2.12.01 Employment in an occupation which is compatible with the nature of the disability and the medical prognosis or;
- 2.12.02 Participation in a formal secondary, vocational or post-secondary training program or;
- 2.12.03 Such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

## 2.13 Rehabilitative Employment and/or Training With the City

If, during the initial twelve (12) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-

occupational disability, to perform the duties of his/her regular position, but is capable of performing rehabilitative employment with the City, and the member engages in such rehabilitative employment, then the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits will be reduced to fifty percent (50%) of the amount by which the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of the rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.13.01 If, during the initial twelve (12) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on his/her regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits provided he/she was a member of such Plans upon commencement of the payment of Long Term Disability benefits.

For Long Term Disability claims commencing before September 2, 2007

Member contributions to other applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

For Long Term Disability claims commencing on or after September 2, 2007

Member contributions to other applicable City benefit plans will be paid by the member, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

- 2.13.02 If, during the initial twelve (12) month period, a member engages in rehabilitative employment with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, he/she shall be eligible to receive Income Protection benefits in accordance with the provisions of Part II, 2.03 based on the regular rate of pay of the rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the period for which the member is receiving such Income Protection benefits. If the periods of absence exceed the period of time contemplated in Part II, 2.03, the member shall receive Long Term Disability benefits for the period in excess of the interval contemplated in Part II, 2.03 based on his/her regular rate of pay on the date he/she first became eligible for Long Term Disability benefits.

## **2.14 Rehabilitative Employment and/or Training With an Employer Other than the City**

- 2.14.01 If, during the initial twelve (12) month period, a member remains unable, due to personal non-occupational disability, to perform the duties of his/her regular position but engages in gainful rehabilitative employment with another employer, and such outside rehabilitative employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twelve (12) month period. However, the Long Term Disability benefits

will reduce to fifty percent (50%) of the amount by which the member's bi-weekly rate of pay on the date he/she first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside rehabilitative employment provided always that the resultant amount is not less than the Long Term disability benefit the member was receiving prior to engaging in rehabilitative employment, nor greater than the member's regular rate of pay on the date he/she first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.14.02 A member who is engaged in approved rehabilitative employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue his/her participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless he/she has similar coverage under other such plans.

For Long Term Disability claims commencing before September 2, 2007

Member contributions to City plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

For Long Term Disability claims commencing on or after September 2, 2007

Member contributions to City plans shall be paid by the Long Term Disability Plan member, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

- 2.14.03 A member who is engaged in approved rehabilitative employment with another employer, and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans.

For Long Term Disability claims commencing before September 2, 2007

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the Long Term Disability Plan.

For Long Term Disability claims commencing on or after September 2, 2007

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the member.

- 2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that his/her participation in such plans will cease upon expiration of the initial twelve (12) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

- 2.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date he/she commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan. In addition, the member may be subject to discipline

up to and including dismissal.

## **2.15 Limitations and Exclusions**

- 2.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician or psychiatrist legally licensed to practice medicine. If such attending physician or psychiatrist is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.
- 2.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan. An employee who is ineligible to receive Long Term Disability benefits during such twelve (12) month period shall not be eligible to participate in the Long Term Disability Plan unless he/she returns to work for the City for a period of at least ten (10) consecutive working days commencing on the date following the completion of the twelve (12) month period referred to in this article.

## **2.16 Cost of Living Increases**

Long Term Disability payments will be reviewed annually by the Long Term Disability Advisory Board. The Board shall review and consider an annual actuarial valuation and report and may recommend to the Plan Administrator adjustments to Long Term Disability payments.

## **2.17 Recurring Disabilities**

- 2.17.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) working days or more, and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.03 A member who returns to work in approved employment with another employer, after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within one hundred eighty (180) calendar days of his/her return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

- 2.17.04 A member who returns to work in approved employment with another employer after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within thirty (30) calendar days of his/her return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

### **2.18 Long Term Disability Plan Advisory Board**

A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:

- 2.18.01 The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.
- 2.18.02 The Board shall be composed of two (2) representatives from the City and two (2) representatives from the Union.

## **3 WIND- UP OF FORMER INCOME REPLACEMENT PLAN**

- 3.01 Effective upon the implementation date of the Income Protection and Long Term Disability plans, all employees eligible for membership in such plans shall cease to make contributions to the Income Replacement Plan and no Income Replacement benefits shall be paid to any such member from the Income Replacement Plan from such day forward, other than lump sum payments as provided for in this Agreement.
- 3.02 Employees, who are not eligible for membership in the Income Protection and Long Term Disability plans, upon the implementation date of these Plans, or who are ineligible to receive Long Term Disability Plan benefits in accordance with Part II, 2.15.02 will continue to be members of the Income Replacement Plan until such time as they are eligible for membership in the Income Protection and Long Term Disability Plans or have served the required waiting period for pre-existing disabilities as described in Part II, 2.15.02. Such employees shall be governed by the terms and conditions of the Income Replacement Plan which are in effect on the date prior to the implementation of the Income Protection and Long Term Disability Plans. Such terms and conditions shall be considered to form part of this Agreement. If such employees should become eligible for membership in the Income Protection and Long Term Disability Plans they shall have their Income Replacement Banked Entitlement (as provided for in Part II, 3.03) further reduced by the amount of Income Replacement benefits paid after the implementation of the Income Protection and Long Term Disability Plans. Employees receiving benefits from the Income Replacement Plan shall pay those premiums which were in force on the last date prior to the implementation of the Income Protection and Long Term Disability Plans.
- 3.03 Effective on the last day prior to the implementation of the Income Protection and Long Term Disability Plans, each member shall be credited with an Income Replacement Banked Entitlement determined as follows:
- Income Replacement Banked Entitlement = Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans
- 3.03.01 Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans, shall be determined in accordance with the following schedules less any reductions provided for under the terms of the Income Replacement Plan or as specifically

provided for in this Agreement.

<b>SCHEDULE A</b>			
<b>Income Replacement Entitlement</b>			
<b>Level</b>	<b>Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan</b>	<b>Credited (the lesser of the following)</b>	<b>Balance (the lesser of the following)</b>
Level 0	Less than 3 months	0 hours	
Level 1	3 months	20 days OR 160 hours	20 days OR 160 hours (less reductions)
Level 2	1 year	20 days OR 160 hours	40 days OR 320 hours (less reductions)
Level 3	2 years	40 days OR 320 hours	80 days OR 640 hours (less reductions)
Level 4	3 years	80 days OR 640 hours	160 days OR 1,280 hours (less reductions)
Level 5	4 years	160 days OR 1,280 hours	320 days OR 2,560 hours (less reductions)
Level 6	5 years	200 days OR 1,600 hours	520 days OR 4,160 hours (less reductions)

A member who remained in the continuous employment of the City in excess of five (5) years prior to the date of implementation of the Long Term Disability Plan shall, on each anniversary date prior to the date of implementation of the Long Term Disability Plan which follows completion of five (5) years of service, have his/her Income Replacement Entitlement credited with a further amount of Income Replacement Entitlement which shall be determined by subtracting the sick leave taken in one (1) year immediately preceding such anniversary date from the lesser of ten (10) working days or eighty (80) hours and provided that a member shall not be credited with any Income Replacement Entitlement which would result in such member having an Accumulated Income Replacement Entitlement which is in excess of the lesser of five hundred twenty (520) days, or four thousand one hundred sixty (4,160) hours. This provision shall not be effective prior to January 1, 1974.

- 3.04 For those members covered by Part II, 3.01, the average incidence of sick leave on the last day on which the Income Replacement Plan is in force shall mean the total number of times that the member was absent from work prior to the implementation date of the Long Term Disability Plan due to personal non-occupational disability for a continuous period in excess of three (3) hours divided by the member's years of continuous employment with the City on the last date on which the Income Replacement Plan is in force. The average incidence of sick leave shall not be less than one (1).

Average incidence of sick leave for the period January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

*Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974*

Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974

$$x \frac{1}{2} = \text{Average Incidence of Sick Leave as of January 1, 1974}$$

- 3.04.01 Upon retirement to pension immediately following his/her service with the City, or death, members covered by Part II, 3.01 of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

Income Replacement Banked Entitlement at date of retirement	x (.0083) x	Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan	x	Bi-weekly pay of the employee at the regular rate of pay of his/her permanent or probationary position on the last date that the Income Replacement Plan was in force
<i>Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force</i>				<i>the lesser of 10 days or 80 hours</i>

**OR**

$$129 \times \frac{\text{Bi-weekly pay of the employee at the regular rate of pay of his permanent or probationary position on the last date that the Income Replacement Plan was in force}}{\text{the lesser of 10 days or 80 hours}}$$

- 3.05 For those members covered by Part II, 3.02, who become members of the Income Protection and Long Term Disability Plans, the average incidence of sick leave shall mean the total number of times that such member was absent from work, prior to his/her membership in the Income Protection and Long Term Disability Plans, due to personal non-occupational disability for a continuous period in excess of three (3) hours divided by the member's years of continuous employment with the City on the date prior to his/her membership into the Income Protection and Long Term Disability Plans. The average incidence of sick leave shall not be less than one (1).

Average incidence of sick leave for the period January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

*Number of days of first ten (10) days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974*

Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974

$$x \frac{1}{2} = \text{Average Incidence of Sick Leave as of January 1, 1974}$$

3.05.01 Upon retirement to pension immediately following his/her service with the City, or death, members covered by Part II, 3.02 of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

Income Replacement Banked Entitlement at date of retirement	x	(.0083)	x	Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan	x	Bi-weekly pay of the employee at the regular rate of pay of his/her permanent or probationary position on the last date that the Income Replacement Plan was in force
<i>Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force</i>				<i>the lesser of 10 days or 80 hours</i>		

**OR**

129	x	Bi-weekly pay of the employee at the regular rate of pay of his permanent or probationary position on the last date that the Income Replacement Plan was in force
<i>the lesser of 10 days or 80 hours</i>		

- 3.06 Upon resignation, members shall receive a lump sum payment from the City equal to one half (1/2) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this section a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- \* 3.07 The Union and its respective members relinquish all rights to any monies in the Income Replacement Plan (except as required for lump sum payments under this section), as of the date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 3.08 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty- four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty- four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of Part II, 3.06 shall apply.
- 3.09 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

#### 4 GROUP LIFE INSURANCE

4.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty (50) percent of the premium and the member shall pay fifty percent (50%) of the premium through payroll deduction.



4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay	1 times the member's basic annualized regular rate of pay.

4.04 A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment.

4.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000/dependent

The members shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

## 5 ALBERTA HEALTH CARE

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty percent (50%) of the premium by payroll deduction and the City shall pay fifty percent (50%) of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

## 6 SUPPLEMENTARY HEALTH CARE PLAN

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless he/she is covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan.

- such employee is covered by a similar plan or,
- the employee has coverage by virtue of a spouse's membership in the Plan.

\* a) Cost Sharing

The City shall pay seventy-five percent (75%) of the cost of this Plan and the member shall pay twenty-five percent (25%) of the cost by payroll deduction, effective April 22, 2012.

Previous Cost Sharing Rates		
Effective Dates	City share	Member share
December 23, 2007 to April 21, 2012	70%	30%
December 30, 2001 to December 22, 2007	60%	40%

b) Life Event

Employees who are eligible for membership, but do not become members of the Supplementary Health Care Plan as of their eligibility date due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan within thirty (30) days of a Life Event.

Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within thirty (30) days of a Life Event.

\* c) Retirement – Continued Participation in the Plan

Upon early retirement to a full or partial pension resulting from his/her service with the City, a member may continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and employee share) on a monthly basis.

Coverage for the member participating in the plan terminates:

- ♦ On the retiree's 65<sup>th</sup> birthday, or
- ♦ On the 91<sup>st</sup> day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- ♦ On their 65<sup>th</sup> birthday (if before retiree's 65<sup>th</sup> birthday), or
- ♦ On the retiree's 65<sup>th</sup> birthday, or
- ♦ On the 91<sup>st</sup> day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

d) Termination of Participation

Participation in this Plan shall terminate on:

- (i) In the case of a member, the date of termination of employment with the City;
- (ii) In the case of a widowed spouse of a member or a member who retired to a pension from the City, who contracts to continue participation in this Plan, the 91st day after said person ceases to be a resident of the province;
- (iii) In the case of a dependent, the date on which such dependent ceases to fall within the definition of a dependent, as specified herein.

e) Cost Containment

The parties agree to the following cost-containment features:

- ♦ Adoption of a recognized third party drug formulary after agreement between the parties.
- ♦ Use of lowest cost alternative drugs.

- ♦ Maximum dispensing fee reimbursement per prescription as follows:

Drug Cost	Maximum Dispensing Fee
\$0.00 - \$74.99	\$5.00 reimbursement
\$75.00 - \$149.00	\$7.50 reimbursement
\$150.00 or greater	\$10.00 reimbursement

To ensure that the changes are appropriate and cost effective, the parties also agree to periodically review the plan experience with respect to these changes.

f) Pay Direct

The City will utilize a “*pay-direct*” method of reimbursement for prescription drugs. Employees that are members of the City’s Supplementary Health Care Plan will be provided with a drug card.

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following.

**6.01 Supplementary Hospital Benefits**

- 6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.
- 6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred twentieth (120th) calendar day of such confinement and ending on the one hundred eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.
- 6.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.
- 6.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or forty dollars (\$40) per day, whichever is lower.

\* **6.02 Major Medical Benefits**

The Plan will pay eighty percent (80%) of eligible major medical expenses claimed by a member, unless otherwise specified herein. Eligible expenses are defined in accordance with the following:

- 6.02.01 Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.

- 6.02.02 For charges of professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.
- 6.02.03 The Plan shall pay a maximum of two thousand dollars (\$2,000) per calendar year for the usual and reasonable costs of artificial limbs (excepting myo- electric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each twenty- four (24) month period.
- 6.02.03.01 The Plan shall pay a maximum of two hundred fifty dollars (\$250) once in each two year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.
- 6.02.04 The Plan shall pay a maximum total of two thousand dollars (\$2,000) per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or his/her dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services rendered is suffering from a chronic and/or debilitating condition.
- \* 6.02.05 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or his/her dependents. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan, as provided in Part II, 6.02.
- 6.02.06 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for the usual and reasonable costs on the written order of a physician, for the purchase, repair or rental of:
- 6.02.06.01 Respiratory equipment including oxygen; CPAP machines are limited to one purchase in a lifetime.
- 6.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
- 6.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor glucose, reimbursed at fifty percent (50%) and limited to one such machine per employee in each five (5) year period.
- 6.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.
- 6.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.  
Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 6.02.08 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled at no cost

under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to two hundred fifty dollars (\$250) per benefit year as defined by the Alberta Health Authorities (April 1 – March 31).

- \* 6.02.09 The Plan shall pay a maximum of one thousand dollars (\$1,000) per calendar year for services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim. Submitted eligible expenses shall be seventy- five percent (75%) paid for by the Plan as provided in Part II, 6.02.
- 6.02.10 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- \* 6.02.11 The Plan shall pay a maximum of five hundred dollars (\$500) per calendar year for acupuncture services, provided it is administered as a pain reliever or anesthetic by a registered acupuncturist. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan as provided in Part II, 6.02.
- \* 6.02.12 The Plan shall pay a maximum of five hundred dollars (\$500) in any five (5) consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be fifty percent (50%) paid for by the Plan as provided in Part II, 6.02.
- 6.02.13 The Plan shall pay fifty dollars (\$50) per covered person in any two (2) consecutive calendar year period for eye examination administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.
- 6.02.14 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.
- 6.02.15 Claims must be received by the Plan Adjudicator no later than April 30<sup>th</sup> of the calendar year following the year in which the expense was incurred and shall include all receipts, drug names, first and family names of individuals receiving drugs or services and dates when services were provided.  
Claims received by the Plan Adjudicator on or after May 1<sup>st</sup> will not be honoured.
- 6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.
- 6.04 For the purposes of this Plan, the following definitions will apply:

**6.04.01 Hospital**

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in- patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty- four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

#### 6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

#### 6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

### 7 DENTAL PLAN

7.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date he/she commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.

- \* 7.02 The City shall pay seventy percent (70%) and the member shall pay thirty percent (30%) of the required premium by payroll deduction, effective April 22, 2012.

#### 7.03 Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 7.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anesthesia, house/hospital visits and special office visits.
- 7.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (recementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 7.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 7.03.04 Fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand dollars (\$2,000).
- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to 100 percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar month restricted period, such members shall be eligible for the full benefits as described in Part II, 7.03.
- a) Employees who are eligible for membership, but do not become members of the Dental Plan as of their eligibility date due to other plan membership, including another City Dental Plan, may only join the plan within thirty (30) days of a Life Event and shall have restricted coverage for the first twelve (12) calendar months, as outlined in Part II, 7.04.

b) Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty (30) days of a Life Event.

7.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the current Alberta Blue Cross Usual and Customary Dental Fee Guide, whichever is the lesser.

7.06 In the event that the expected cost of treatment or service exceeds five hundred dollars (\$500), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not he/she wishes to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under Part II, 7.06.

### 7.07 Limitations and Exclusions

#### 7.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty- four (24) calendar month period or in respect of charges for bite- wing films, where such films have been taken more than once in a twelve (12) calendar month period.

#### 7.07.02 Oral Examinations

Complete oral examinations more than once in a twenty- four (24) month period or recall examinations more than once in a twelve (12) month period, shall not be allowed for reimbursement. Recall examinations for dependents under the age of eighteen (18) years shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.

#### 7.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth shall be covered only once in a twelve (12) month period except that for dependents under the age of eighteen (18) years cleaning or scaling of teeth and fluoride treatments shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart. Fluoride treatments shall not be covered for members or dependents over the age of eighteen (18) years.

#### 7.07.04 Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

- 7.07.04.01 • charges for the replacement of mislaid, lost, or stolen appliances;
- 7.07.04.02 • charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;
- 7.07.04.03 • charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:
  - 7.07.04.03.01 • the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or

- 7.07.04.03.02 • the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
- 7.07.04.03.03 • the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.

#### 7.07.05 Tooth Implants

As tooth implants are not covered by the Plan, and as the Plan provides reimbursement for 50% of the equivalent amount for a bridge, the parties agree to allow tooth implants to a maximum of one thousand two hundred fifty dollars (\$1,250) per member, and a frequency limitation of two (2) implants per calendar year.

- 7.07.05.01 The cost of the appliance on top of the implant (i.e. the crown) will be managed above the implant maximum at a rate of fifty percent (50%) of the cost of the crown.
- 7.07.06 There shall be no coverage or reimbursement under this Plan in respect of the following:
  - 7.07.06.01 • charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within his/her scope;
  - 7.07.06.02 • charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
  - 7.07.06.03 • charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
  - 7.07.06.04 • charges for dental treatment required as a result of self- inflicted injury;
  - 7.07.06.05 • charges made by a dentist for broken appointments or for completion of claim forms;
  - 7.07.06.06 • charges for dental care or treatment which is only for cosmetic purposes;
  - 7.07.06.07 • charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
  - 7.07.06.08 • charges for services rendered while not a member of this Plan;
  - 7.07.06.09 • charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
  - 7.07.06.10 • charges resulting from injury due to voluntary participation in a riot or civil insurrection;
  - 7.07.06.11 • services or supplies intended for sport or home use, such as mouthguards; and/or
  - 7.07.06.12 • charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred;
  - 7.07.06.13 • charges for which a claim has already been submitted for reimbursement by a member's spouse;
  - 7.07.06.14 • charges for oral hygiene instruction.
- 7.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or



services which commenced within the ninety (90) calendar day period prior to the date of the last premium payment.

- \* 7.09 A member who retires prior to his/her normal retirement age may continue participation in the Dental Plan by paying the full premiums (City and employee portions) on a monthly basis.

Coverage for the member participating in the plan terminates:

- On the retiree's 65<sup>th</sup> birthday, or
- On the 91<sup>st</sup> day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- On their 65<sup>th</sup> birthday (if before retiree's 65<sup>th</sup> birthday), or
- On the retiree's 65<sup>th</sup> birthday, or
- On the 91<sup>st</sup> day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

NOTE: Retirees who are non-residents of the province and who were required to maintain participation in the Dental Plan (prior to the effective date of this agreement), will have a one-time opportunity to declare their intent to remain in the Dental Plan until age 65, or a life event.

- 7.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the member's premium shall be paid for by the Long Term Disability Plan.

## 8 HEALTH CARE SPENDING ACCOUNT

The City agrees to implement a Health Care Spending Account beginning the first pay period of each year beginning as follows:

- 8.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of five hundred dollars (\$500) commencing the first pay period of each year.
- 8.02 To be eligible for the \$500, permanent full-time employees must have completed the ninety (90) day waiting period for benefits and be actively at work during the first pay period of each year. *Actively at work* means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 8.03 Permanent full-time employees who complete the ninety (90) day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of two hundred fifty dollars (\$250) for permanent full-time employees providing that they are actively at work during the pay period in which July 1 occurs. *Actively at work* means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or

- parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 8.04 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time employee's account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 8.05 To qualify for reimbursement from the Health Care Spending Account, the expense must be:
- a qualifying medical expense under the Income Tax Act (Canada)
  - incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
  - all other sources of reimbursement must have been accessed first.
- 8.06 Expenses may be submitted on behalf of eligible dependents as listed in Part II, 10.02.05.
- 8.07 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.
- 8.08 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 8.09 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- 8.10 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 8.11 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is out-of-scope.
- 8.12 For the purposes of the administration of the Health Care Spending Account the phrase "*Policy Year*" refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

## 9 SUPPLEMENTATION OF COMPENSATION AWARD

- 9.01 If a permanent employee is prevented from performing his/her work with the City because of an occupational disability that is sustained during the course of his/her work for the City and the disability is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board. The award of the Workers' Compensation Board for loss of wages and any other allowances (excluding non-economic loss payment) provided as a result of a compensable disability together with the supplementation by the City will be one hundred percent (100%) of the employee's regular net pay (gross regular straight time pay less statutory deductions, union dues and required benefit plan contributions). Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall cease:

- a) on the date the Workers' Compensation Board certifies that the employee is able to return to work to the employee's regular duties; or,
  - b) Twelve (12) months after the date the Workers' Compensation Board grants a payment under Section 56(7) of the Workers' Compensation Act for either total disability or partial disability, whether or not the employee has returned to any work with the City; or,
  - c) on the employee's sixty- fifth (65th) birthday; or,
  - d) upon termination of the employee's employment with the City;
- whichever occurs first.

- 9.01.01 The Supplementation of Compensation extension period in Part II, 9.01 (b) shall be equal to the period of time outlined in the definition of disability provision described in Part II, 2.04.
- 9.01.02 Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension, or after the employee's sixty fifth (65th) birthday if such an employee is not entitled to a pension.
- 9.02 If, in the opinion of the City, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review and approval by the City.
- 9.03 Employees who are laid off from the City shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

## 10 GENERAL APPLICATION OF PLANS

The following provisions apply to the Supplementation of Compensation Award provisions, Income Protection Plan, the Long Term Disability Plan, the Supplementary Health Care Plan and the Dental Plan, as contained in this Agreement:

### 10.01 Subrogation Rights

- 10.01.01 All members covered by plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said plans, all rights or recovery against any person (including the City itself, or any person for whom the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or his/her dependents. The City shall thereby subrogate to any rights the member or his/her dependents may have against the responsible party, for any amounts paid pursuant to the said plans or for which the plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.
- 10.01.02 The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly

against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding fifteen percent (15%) of such claim.

## **10.02 Limitations and Exclusions**

**10.02.01** Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled:

- at no cost pursuant to law,
- due to a government operated program, or
- for which there is no cost to the member or his/her dependent because of other insurance against such cost, which has not been personally contracted for by the member.

In all other circumstances, coordination shall be done in accordance with the Canadian Life and Health Insurance Association Guidelines.

\* **10.02.02** Any provisions of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Union. Employees eligible for benefits under any government plan shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan. Where applicable, Employment Insurance will not be considered the first payer for short term disability benefits.

**10.02.03** The Income Protection Plan and Long Term Disability Plan shall not make any payment if a disability results directly or indirectly from:

- 10.02.03.01** • committing or attempting to commit an indictable offence;
- 10.02.03.02** • intentional self- inflicted injury or illness;
- 10.02.03.03** • participation in a riot or civil insurrection;
- 10.02.03.04** • war, whether declared or undeclared;
- 10.02.03.05** • working for gain other than under an approved rehabilitation program;
- 10.02.03.06** • active duty with any armed force;
- 10.02.03.07** • drug or alcohol abuse unless and only during the time the member is receiving treatment under a rehabilitative program approved by the City;
- 10.02.03.08** • reasons other than personal illness or injury;
- 10.02.03.09** • an occupational illness or injury;
- 10.02.03.10** • injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
- 10.02.03.11** • injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.

**10.02.04** No Income Protection benefits or Long Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this Collective Agreement.

**10.02.05** For the purposes of all City benefit plans (except pension plans) an eligible dependent must be a resident of Canada or legally able to reside in Canada and defined to be a person in one of the following categories:

- a) Spouse: the definition of spouse will be consistent with Human Rights Legislation, and subject to the provisions of the legislation governing the applicable benefit plans, and either:
- i) legal spouse of the member or,
  - ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous two (2) year period or,
  - iii) a divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i), ii) or iii) above. In such circumstances the previously claimed spouse shall be deleted.

Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.

- b) Dependent Children (Children includes natural, legally adopted or step-children)
- i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support;
  - ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required;
  - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.

A child of a common-law spouse who is not also the member's child may be claimed as a dependent only if:

- i) The common-law spouse satisfies the definition of dependent and
- ii) Evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who resides in Canada and is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

### 10.03 Validation of Claims

- 10.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of him/her by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him/her, any benefits and rights provided by these plans shall be suspended for the period that the member

so refuses.

- 10.03.01.01 When a physician's note is insufficient in the circumstances and therefore the plan adjudicator for the City's disability income protection plans requests more substantive medical documentation for the purpose of validating a claim for disability benefits, the plan adjudicator will authorize reimbursement of reasonable expenses incurred by the employee, up to maximum allowable fees as determined by the City.
- 10.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that he/she is available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.
- 10.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:
- 10.03.03.01 • The submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
- 10.03.03.02 • The submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
- 10.03.03.03 • Completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
- 10.03.03.04 • Such other processes as may be necessary to validate the claims.
- 10.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of his/her position, in order to be eligible to return to work.
- 10.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

#### **10.04 Benefit Entitlement During Full-time Employment With the Union**

An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Union business shall be responsible for making the employee/member contributions to the Plans, and the Union shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the applicable Union except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

### **10.05 Benefit Entitlement During Layoff**

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

## **11 ADMINISTRATION OF PLANS**

11.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union.

Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs, or such other uses which the parties may agree upon, at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.

11.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of his/her entitlement and shall allocate such funds to the appropriate Plan.

### **11.03 Benefits Administration – Hour Equivalentents**

The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hour equivalentents provided there is no reduction in benefits as a result.

### **11.04 Advisory Committee**

An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes (excluding the financing of the plans).

Each advisory committee shall be composed of two (2) representatives from the Union and two (2) representatives from the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals.

## **12 EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND**

A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made.

The Union shall notify the City thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

### 13 PENSIONS

Eligible employees shall be members of applicable pension plans in accordance with the provisions of said plans.

### 14 BENEFIT PLANS – FINANCIAL SURPLUSES

14.01 It is agreed between the City of Edmonton and the Union that any financial losses declared and/or any financial surpluses declared under the:

- Group Life Insurance Plan
- Supplementary Health Care and Major Medical Plan
- Dental Plan

shall be shared between the two (2) parties in direct proportion to the premium contribution-sharing arrangement in effect during the period the said financial losses and/or gains accrued.

14.02 In particular, it is agreed that the City shall have no rights to claim a share of any financial surpluses accruing under the Long Term Disability Plan so long as it is financed entirely by employees' contributions and interest and the Union shall have no rights to claim a share of any financial surpluses accruing under the Income Protection Plan so long as it is financed entirely by City contributions and interest.

14.03 It is further agreed that when the financial surplus in a plan at year-end, as reported annually to the Union by the City, exceeds fifteen percent (15%) of the annual contributions under that plan, then the surplus contributions shall be paid to the City and the active employees in accordance with the aforesaid surplus-sharing arrangement within one hundred twenty (120) days.

14.04 With regard to each of the plans herein referred to, *financial surplus* shall mean the amount of funds remaining at each year-end (if any) after provision has been made for all chargeable claims, expenses and required plan reserves including Rate Stabilization Reserves funded to industry standards. The Union will be advised of the basis, in terms of the percentage of annual contributions, used for Rate Stabilization Reserves. The parties also agree to meet with regard to the level of funding for the Rate Stabilization Reserve should a concern be identified.



SIGNED this 30<sup>th</sup> day of April, 2012 A.D.

**THE AMALGAMATED TRANSIT UNION  
LOCAL NO. 569**

**THE CITY OF EDMONTON**

**Stu Litwinowich**  
\_\_\_\_\_  
President / Business Agent

**Stephen Mandel**  
\_\_\_\_\_  
Mayor

**Bill Chahal**  
\_\_\_\_\_  
Financial Secretary Treasurer / Assistant  
Business Agent

**Mavis Nathoo**  
\_\_\_\_\_  
Acting City Clerk

**Bill Bruce**  
\_\_\_\_\_  
Vice President, Maintenance / Assistant  
Business Agent

Witnessed By: **Arlene Swendseid**  
\_\_\_\_\_  
Senior Negotiator



**LETTERS OF UNDERSTANDING**

between

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

of the First Part

- and -

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

of the Second Part

**LETTERS OF UNDERSTANDING (PART II)**

**Part II - LETTER #1**

**1. Supplementary Health Care Plan**

The City and the Union agree that they shall jointly review the changes, on an "*as required basis*," to the provision and delivering of health care benefits, and services in Alberta and identify those areas where government sponsored health care benefits and services have been modified, reduced or eliminated.

The City and the Union shall then forthwith discuss how the Supplementary Health Care Plan can be amended to respond to the foregoing changes and the provision and delivering of health care benefits and services and any required changes shall be subject to negotiation between the parties.

**Part II - LETTER #2**

**2. Dependent Group Life**

The City agrees to undertake a review of the Dependent Group Life Plan, upon the request of the Advisory Committee, to determine whether or not the experience warrants a decrease in contributions, or alternatively cost neutral enhancements to the plan.