

## Memorandum of Agreement ATU 569 – City of Edmonton Feb 2020

Article #	Change/Addition
1	<p>2-year term encompassing 2019 &amp; 2020. It ends December 19 2020            No general wage increase. 0% &amp; 0%            If ratified, this will put us back in negotiations this fall.</p>
4.02.01	<p>In a progressive discipline system such as the City's, prior discipline on an employee's file is used to progress up a step for the next infraction. Our Collective Agreement prohibits the City from using such a prior discipline after 2 years. We refer to this provision as the "Sunset" clause.</p> <p>This item changes the "Sunset" of Written Reprimands from 24 months to 18 months. Sunset for suspensions remains the same at 24 months.</p>
6.02.05	<p>Changes "Department" to "Branch"</p>
6.18	<p>Our contract prohibits the operation of a "transit vehicle carrying passengers" by anyone but an Operator except in an emergency.</p> <p>This change would alter the language to "transit vehicle in service". Allows, for example, an Instructor to drive a bus during training or a mechanic to drive the bus on a test run with someone to watch or listen for the problem. It also allows others to drive in-house charters or special events like Stuff-a-Bus.</p>
9.01.01.03	<p>When part-time employees work on Statutory Holidays, their pay structure is subject to a complicated formula in the Alberta Employment Standards Code. This change updates the Collective Agreement to comply with new Code provisions. Note: We have very few part timer members and they generally do not work stats.</p>
8.01.02	<p>Changes hours of work for Security Room Monitors from the current language that they work 75 hours bi-weekly to that they average 75 hours bi-weekly over 12 weeks. Reflects current practice and is the members' preference.</p>

9.03.03	LWOP. Change to comply with Alberta Employment Standards Code with regard to Family Responsibility Days.
9.03.04	Changes language in the Bereavement Leave provision to remove the requirement to attend the funeral. It also adds "guardian" to the list of family members entitling members to 5 days leave.
9.03.06	Changes the provisions of Maternity/Paternity Leave to comply with Alberta Employment Standards Code. Reduces the qualification period from 1 year to 90 days, increases available leave to a total of 78 weeks. It also imposes gender-neutral language where appropriate.
9.05.01.06	Removes the requirement to provide Operators with a service stripe every 5 years.
✓ 9.05.01.10	Allows dollar-for-dollar exchange of uniform items for all members. For example, if you have enough pants, you can trade in the value of your new issue for more shirts or a sweater if you want.
Part 2, Article 6 & 7	Currently, members experiencing a "life event" (wedding, new baby, death in family e.g.) must indicate their need to change benefit choices within 30 days of the Life Event. This change removes the 30-day limit and allows the change at any time after the event.
✓ Part 2 Article 10.02.03.10.01	Allows documentation from midwives for eligibility for benefits.
✓ LOU	Commits Parties to review the Long Term Disability Plan with a view of: a) Protecting the Plan and b) Rationalizing the cost and premiums paid by members.
✓ LOU 15	Requires the City to offer Planned Overtime by seniority for Transit Fleet employees if the work is at least 48 hours out.
Letter of Intent	Commits Parties to find ways to eliminate Reconciliation Shifts for Group 3 (Security) members.
Part 1 Article 23 and Part 2 Article 8	Service Pay. Delete in favour of: Currently, Increases the Health Care Spending Account limit from \$700 to \$755.

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**MEMORANDUM OF AGREEMENT**

BETWEEN:

**THE CITY OF EDMONTON**  
(the "City")

- and -

**AMALGAMATED TRANSIT UNION LOCAL NO. 569**  
("ATU 569")

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The parties herein agree to the terms of this Memorandum of Settlement as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the first day of the pay period following ratification by both parties.

The undersigned representatives of the parties do hereby agree to present and support, as the best offer, to their respective principals the following changes to the 2015- 2018 Collective Agreement.

**1. Term and General Wage Increase**

The collective agreement will have a two year term, commencing on December 23, 2018 and ending on December 19, 2020.

The parties agree that Appendix I – Schedule of Wages – shall be subject to a general wage increase as follows:

**2019**

- December 23, 2018 (pay period#1) – 0%

**2020**

- December 22, 2019 (pay period#1) – 0%

- 2.** The parties agree to AMEND language, where appropriate, to ensure the terms used in the collective agreement are gender neutral and inclusive.

3. The parties agree to amend, where appropriate, the Department and Branch titles referenced in the collective agreement that have changed since the last agreement due to reorganizations and/or updates.
4. The parties agree to amend any typographical/formatting errors, or amend language for the purpose of clarification before the successor agreement is finalized.
5. All signed amendments (attached) to the 2015-2018 collective agreement shall form part of this agreement. The parties agree that all existing Letters of Understanding not amended as an attachment to this Memorandum of Agreement also form part of this agreement.

All articles, addenda, and letters of understanding in the previous 2015-2018 collective agreement, not amended by this Memorandum or its attachments are brought forward with no changes to the 2019-2020 collective agreement.

This Memorandum Of Agreement, if accepted and ratified, shall become effective in accordance with the Provisions of the Alberta *Labour Relations Code*.

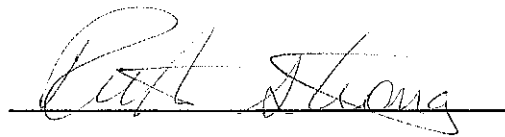
SIGNED THIS 27 day of February 2020

**AMALGAMATED TRANSIT UNION LOCAL 569**



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**CITY OF EDMONTON**



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**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

**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 12 months of service under this Agreement may not arbitrate the termination of employment for performance related concerns.

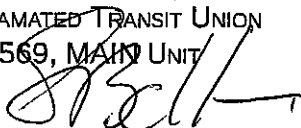
Past disciplinary reports shall be deemed void after an employee has maintained a clear record with no disciplinary reports for a period of:

- 18 months of active employment if the level of discipline is at the Written Reprimand level; or
- 24 months of active employment, where the level of discipline is higher than a Written Reprimand.

AGREED:

Date: Feb 24 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

- 6.02.05 The operator sign-up sheet shall be posted in a conspicuous place in each operators' room not less than 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 3 days. Operators shall sign the sign-up sheet promptly within a reasonable timing schedule designated by the **Branch Department**.

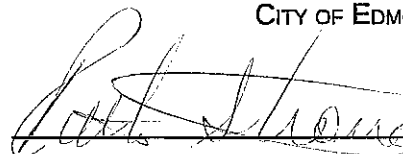
AGREED:

Date: FEB 24 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

Both parties have agreed to amend the original attached clause 6.18 to the Memorandum of Agreement, signed February 25, 2020, to the following:

**\*6.18 Operation of Buses**

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

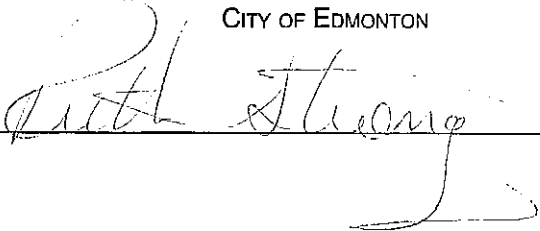
AGREED:

Date: March 10, 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT

  
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CITY OF EDMONTON

  
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**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

\*8.01.02

Hours of work for the Security Room Monitor class will be 8 to 12 hours per day, ~~(75 hours biweekly)~~ exclusive of an unpaid lunch break, and will average to 75 hours biweekly over a specified period of time (not to exceed 12 weeks).

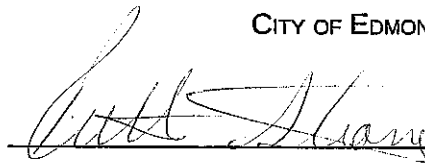
AGREED:

Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON





**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

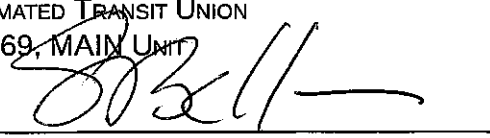
February 13, 2020

\*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 in accordance with the *Alberta Employment Standards Code*, as amended. ~~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 9 weeks preceding the statutory holiday by 5:~~

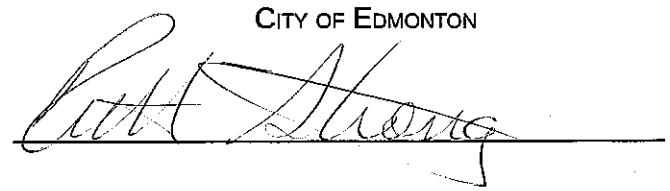
AGREED:

Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

**9.03.03 Leave of Absence Without Pay**

**\*9.03.03.01 Leaves of absence without pay as outlined in the Alberta Employment Standards Code as amended, will be granted to the employee upon request.**

**Other Leaves of absence without pay may be granted to the employee at the discretion of the City, unless approval is required as per a provision of the collective agreement.**

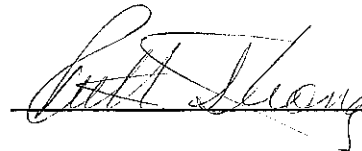
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Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

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/~~common-law spouse~~, child/ward, parents/~~legal guardian~~, on request, the employee shall be excused for up to any 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 5 working days.~~ Such leave shall be taken within 3 months of the date of death

Notwithstanding the above, where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods within the 3 month period. Such request is subject to the approval of the City, In no circumstances, however shall an employee be eligible for more days off with pay than they would have been eligible had the Bereavement Leave been taken in one (1) undivided period.

- \*9.03.04.02           ~~3 days leave with pay to attend funeral services of persons related as follows:~~ **When death occurs involving one of the following:** grandchild, **guardian**, parent/**legal guardian** of current spouse/**common-law partner**, 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 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 3 working days.~~ Such leave shall be taken within 3 months of the death

- \*9.03.04.03           ~~One day of leave with pay to attend funeral services of persons related as follows:~~ **When death occurs involving one of the following:** grandparent or grandparent of current spouse/**common-law partner**, **the** employee, on request, shall be excused for up to 1 regularly scheduled working day without loss of

pay at the employee's regular rate of pay. ~~provided the employee attends the funeral.~~ **Such leave shall be taken within 3 months of the death.**

\*9.03.04.04 ~~1/2 day of leave with pay to attend funeral services of persons~~ **When death occurs involving a person** related more distantly than those listed in 9.03.04.01, 9.03.04.02, or 9.03.04.03 above, **the employee shall be granted 1/2 day without loss of pay at the employee's regular rate of pay,** upon request. **Such leave shall be taken within 3 months of the death.** Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to 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.~~

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

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

9.03.04.087 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.

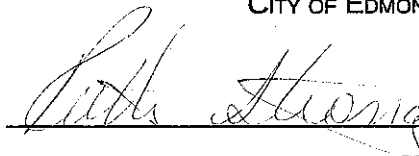
AGREED:

Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 17, 2020

The parties agree to amend 9.03.06 to be consistent with the Alberta Employment Standards Code:

**\*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, *consistent with Provincial and Federal Legislation*, and 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 **90 days** ~~12 consecutive months~~, upon her application to her **Branch Manager** ~~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 6 weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to **13 ~~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 **16 ~~15~~ weeks** in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to **62 ~~37~~ additional weeks** of unpaid parental leave, for a combined total of **78 ~~52~~ weeks** leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.

9.03.06.06

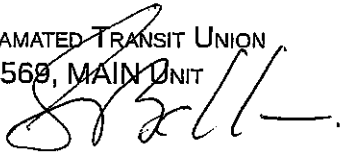
An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the 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 4 weeks.
- \*9.03.06.09 Parental leave of up to ~~62~~ **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.

AGREED:

Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

9.05.01 Operational Staff

The parties agree to DELETE 9.05.01.06

~~9.05.01.06~~

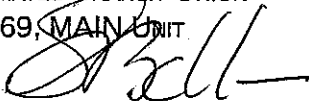
~~Each uniformed operational employee shall be issued one service stripe upon completion of each 5-year period of service.~~

<renumber remaining clauses>

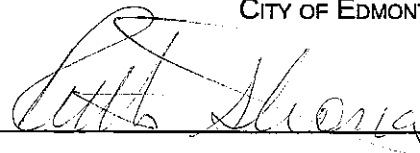
AGREED:

Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON





**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 13, 2020

9.05 Clothing

9.05.01 Operational Staff

9.05.01.10 (re-numbered as a result of deleting 9.05.01.06)

**\*\* If an employee chooses, they may "exchange" items in their annual clothing issue for another article. The "exchange" is to be for the same dollar value as the clothing issue they were eligible for (or less). If the dollar value of the "exchanged" item is higher, the employee will be required to pay the difference.**

**Employees are responsible for reporting to work in their proper uniform, each item being in a state of good repair.**

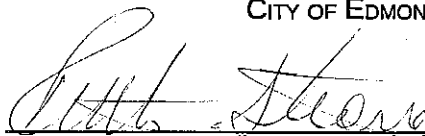
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Date: FEB 25 2020

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
ATU 569/City of Edmonton 2020 Negotiations**

The parties agree to amend "Life Event" language in Part II as follows:

**6 Supplementary Health Care Plan**

**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 30 days of~~ after 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 30 days of a Life Event.

**Part II**

**7 Dental Plan**

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 12 calendar months following the date of joining this Plan, benefits shall be restricted to 100% reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the 12 calendar month restricted period, such members shall be eligible for the full benefits as described in Part II Article 7.03 *Dental Plan Benefits*.

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 30 days of~~ after a Life Event and shall have restricted coverage for the first 12 calendar months, as outlined in Part II 7.04 above.

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 30 days of a Life Event.

AGREED:

Date: FEB 24 2020

AMALGAMATED TRANSIT UNION LOCAL 569



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
ATU 569/City of Edmonton 2020 Negotiations**

The undersigned parties agree to AMEND Part II Article 10 General Application of Plans as follows:

Part II  
Article 10 General Application of Plans

10.02 Limitations and Exclusions

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

**\*\*10.02.03.10.01 The City will accept medical documentation from a Registered Midwife in Alberta for the purpose of adjudicating eligibility for disability benefits with the following criteria:**

- The illness or injury is within the midwife's scope of practice
- The illness or injury must be such that it is a maternity related disability claim

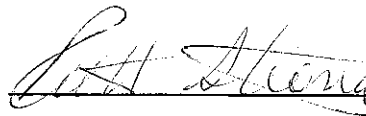
AGREED:

Date: FEB 24 2020

AMALGAMATED TRANSIT UNION LOCAL 569



CITY OF EDMONTON



Letter of Understanding

between

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

and

THE AMALGAMATED TRANSIT UNION Local 569  
(hereinafter called the "Union")

Review of Long Term Disability Plan

The City and the Union have a joint interest in the ongoing financial stability of the Long Term Disability Plan, as it forms an important component of the City's overall benefit program for employees whose positions fall under the jurisdiction of ATU Local 569.

Over 2020, the City and the Union agree to jointly review the following:

- the objectives of the long term disability program;
- Data related to the plan experience;
- The current plan design (including benefit levels and cost containment features); as well as
- Overall administration of the plan (including adjudication and claims management practices).

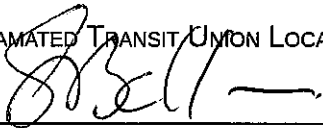
Should both parties agree, an external Benefits Expert may be brought in to support the review and the cost of this expert will be shared by both the City and the Union.

The intent of the review is to work towards program improvements that can be made to achieve a Long Term Disability plan for employees that is financially sustainable, is in alignment with Alberta Human Rights requirements, and provides an appropriate safety net for employees experiencing periods of medically verified disability.

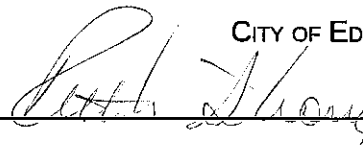
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AMALGAMATED TRANSIT UNION LOCAL 569



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement  
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2020 Negotiations**

February 24, 2020

The parties agree to INCLUDE the following, new Letter of Understanding (15):

**\*\*Letter 15**

The parties agree to implement a procedure in order to fill planned overtime shifts in Transit Fleet Maintenance (TFM).

**Considerations:**

- to be eligible, the requirement for overtime must be known to TFM Management a minimum of 48 hours before commencement of the overtime shift.
- the procedure will allow for practical exceptions to be exercised at the City's discretion to meet legislated requirements, ensure qualified staff are doing the work, and the like.
- the overtime requirement will be posted and the principle of "in garage, on shift, and by seniority" will apply. To be eligible for overtime, employees must be able to perform all of the requirements of the position.
- the procedure will be monitored and discussed as required at union management consultation committee meetings.

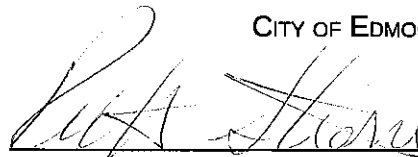
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**Attachment to the Memorandum of Agreement  
Amalgamated Transit Union Local 569/City of Edmonton  
2020 Negotiations**

February 17, 2020

The parties agree to INCLUDE the following, new Letter of Intent:

**\*\*Letter of Intent**

The City and the Union agree to discuss the operational and employee issues related to the current shift schedule and discuss options beyond reconciliation shifts that achieve both parties' interests.

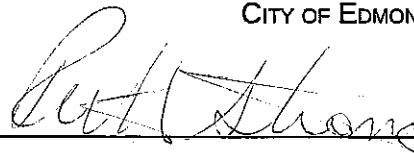
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LOCAL 569, MAIN UNIT



CITY OF EDMONTON



# Attachment to the Memorandum of Agreement Amalgamated Transit Union Local 569/City of Edmonton 2020 Negotiations

February 24, 2020

The parties agree to **DELETE** article 23.03 Service Pay in its entirety.

## ~~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 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 24<sup>th</sup> 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 24<sup>th</sup> pay period of each year and those who have retired during the year will be paid a service pay bonus based on 2,088 hours per year less hours of leave without pay as provided above. "Plant Section" Group II employees who are on a 75 hour bi-weekly schedule will have their service pay based on 1,957.5 hours, less hours of leave without pay:

The parties agree to **AMEND** Part II, 8 - Healthcare Spending Account benefit as follows:

## 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 ~~\$500~~ **\$700** (~~\$755~~ **\$755 effective December 20, 2020**) commencing the first pay period of each year.
- 8.02 To be eligible for the ~~\$500~~ **\$700** (~~\$755~~ **\$755 effective December 20, 2020**), permanent full-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. *Actively at work* means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 8.03 Permanent full-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1<sup>st</sup> falls in the payroll year will be provided with a Health Care Account of ~~\$250~~ **\$350** (~~\$377.50~~ **\$377.50 effective December 20, 2020**) for permanent full-time employees providing that they are actively at work during the pay period in which July 1<sup>st</sup> 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<sup>st</sup> 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<sup>st</sup> 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 30<sup>th</sup> following the end of the Policy Year.
- 8.08 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) are 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<sup>st</sup> occurs in their first 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.

AGREED:

Date: February 27, 2007

AMALGAMATED TRANSIT UNION  
LOCAL 569, MAIN UNIT



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