

September 16, 2014

**MEMORANDUM OF SETTLEMENT
BETWEEN
THE CITY OF CALGARY
AND
AMALGAMATED TRANSIT UNION LOCAL 583**

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise agreed to, changes to terms and conditions will be effective as of the date of ratification by both parties. Any items not contained herein are deemed to have been withdrawn.

The Undersigned representatives of the parties do hereby agree to unanimously recommend acceptance, to their respective principals, the following changes to the 2012 – 2014 Collective Agreement:

PART A– ITEMS PREVIOUSLY AGREED TO

1. **105.01** All employees covered by this Agreement shall be subject to deduction of Union dues from pay in accordance with the Rand Formula **or the current established practice.**

2. **112.16** A permanent employee, who is the successful applicant for a temporary assignment, must complete the temporary **assignment unless Management and the Union mutually agree otherwise.** A competition for a temporary assignment shall indicate the position is temporary, and if possible, the anticipated duration of the assignment. (balance of clause remains unchanged)

3. **117.08** Where a Statutory Holiday falls on a Maintenance employee's normal day off, the employee shall receive eight (8) hours straight time as Statutory Holiday pay or shall be entitled to take a regular working day off at mutual convenience in lieu of such holiday. **Such lieu day shall be taken no later than the end of the subsequent calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that**

remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates.

4. 117.09 For Office employees only, where a Statutory Holiday falls on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular day off in lieu of such holiday. Such day to be mutually agreed upon between the employee and the Supervisor and shall be taken not-later than the end of the subsequent ~~year's vacation~~ calendar year. **If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates.**

5. 123.01 An employee shall be paid one-half (1/2) hour of their regular rate of pay **and, if over one-half (1/2) hour is taken to the nearest one-tenth (1/10) of an hour at the employee's regular wage rate** if called into Calgary Transit or Fleet Services or Finance and Supply office by management for any complaint or accident report against the employee with respect to their duties as an employee of The City of Calgary; or paid for one (1) hour at the employees regular wage rate **and, if over one (1) hour is taken to the nearest one-tenth (1/10) of an hour at the employee's regular wage rate** if called in to Calgary Transit or Fleet Services or Financial Services and Supply management offices by management **on assigned days off** in reference to non-chargeable road accidents, complaints, etc.

6. 126.02 A Maintenance Work Area employee assigned to a higher level Maintenance Work Area position for a period ~~exceeding~~ of one (1) working hour **or more** shall be paid that rate in the wage range of the class to which the employee is assigned which is next higher than the employee's present rate of pay. (Balance of clause remains the same)

7. 217.01 The purpose of the point system is to allow Operators flexibility in replacing clothing or uniform items according to individual needs. All clothing and uniforms issued are to be used in the performance of the Operators' duties with The City of Calgary. The clothing supplied by The City of Calgary for Operators shall consist of the following: Two (2) pairs of grey pants, four (4) shirts, two (2) ties, one (1) ball cap or turban, one (1) sweater, seven (7) pairs of socks, one (1) summer jacket and one (1) winter jacket; and one (1) pair of slip resistant shoes or boots. An additional pair of pants or one (1) pair of shorts or two (2) shirts may be issued as a supplement to a new employee's first issue as required.

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

8. 217.07 g)

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

In addition to Clause 217.07 a) Operators who have banked clothing points may use up to a maximum of ~~50~~ **60** points per year to select additional items with a ~~limit of two (2) per item~~ **new set of maximums not exceeding those listed above.**

The Parties also agree to move the "Optional Items" listed in 217.07 h) into 217.07 g). (Balance of article remains the same)

9. 219.07 In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible **in each biweekly period** among members of the Work Area concerned. **When eligibility requirements are equal, the senior operator will be assigned the overtime.**

10. 305.05 In the giving out of overtime, The City agrees that such overtime will be distributed as equally as possible **in each biweekly period** among members of the Work Area concerned. **When eligibility requirements are equal, the senior operator will be assigned the overtime.**

11. 403.07 (400 Section) The following conditions apply to the clothing issue under the point system:

a. The point system applies to employees who have obtained permanency with The City of Calgary. Absence from work in excess of one hundred and nineteen (119) calendar days will result in a corresponding reduction in the following year's points.

b. Employees who have not obtained permanency with The City of Calgary will not be eligible for points but will continue to receive a full issue of three (3) items of clothing annually. These items will not include the optional items listed in Clause 403.07 (h).

c. Employees may accumulate a maximum of ~~two hundred and fifty-two (252)~~ **five hundred and four (504)** points. Employees may withdraw a maximum of ninety-six (96) points yearly from their banked points to receive additional yearly standard issue and/or yearly optional items. (balance of article remains the same until h.)

h. OPTIONAL ITEMS

<u>Item</u>	<u>Frequency</u>	<u>Point Value</u>	<u>Max per year</u>
Overall	Yearly	32	
Shirt or golf shirt	Yearly	10	
T-shirt	Yearly	10	
Long Sleeve T-shirt	Yearly	10	
Hoodie	Yearly	22	
Trousers	Yearly	22	
Smock	Yearly	32	
Peaked Cap	Yearly	5	2
Quilted Vest	One every 3 years	27	

(balance of article remains the same, asterisk removed from "Long Sleeve T-shirt") (new clothing entitlements to take effect January 1, 2015)

12. 505.02 Time off at overtime rates may be taken in lieu of overtime at mutual convenience between the employee and management **and shall be taken no later than the end of subsequent calendar year in which it was earned. Any overtime not taken by the end of the subsequent calendar year will be paid out at the subsequent years rate, no later than Pay period 3 of the following year. For clarity, overtime earned in 2014 that remains unused at the end of 2015 will be paid out by Pay Period 3 of 2016. The payout would occur at 2015 rates.**

13. 510.01 When a Statutory Holiday occurs on the day off of an employee having thirty (30) or more days unbroken service, and such holiday is not worked by the employee, the employee shall receive seven and one-half (7 ½) hours pay or time in lieu. **Such day to be mutually agreed upon between the employee and the Supervisor and shall be taken no later than the end of the subsequent year's vacation calendar year. If a lieu day is not taken by the end of the subsequent calendar year it shall be paid out no later than Pay Period 3 of the following year. For example, a lieu day earned in 2014 that remains unused at the end of 2015 will be paid out no later than Pay Period 3 of 2016. The payout would be at 2015 rates. NS 40 Office employees will be governed by the provision of Clauses 117.04 and 117.09 in the 100 SECTION.**

14. 114.01 (550 Section) A temporary part-time employee shall be one who is not a permanent part-time employee or a probationary part-time employee as defined above. A temporary part-time employee who successfully competes for an established part-time position shall be moved into the position as a probationary part-time employee.

Part-time employees working on an on-call basis are temporary part-time employees. **All on-call employees hired (ratification of this agreement) must be available for work on Saturdays and Sundays.** *Date to be added upon ratification.

15. 117.09 b (550 Section) ~~Where days of work are not predictable, determine if the employee has worked at least five (5) times (i.e., the majority) on that day of the week in which the Statutory Holiday falls, in the previous nine (9) weeks preceding the Statutory Holiday.~~

~~1. If the employee has worked the majority of that day of the week in which the Statutory Holiday falls, Statutory Holiday pay is paid based on the average hours for that day of the week in the nine (9) weeks preceding the holiday.~~

~~(ii) If the employee had not worked the majority of that day of the week in which the Statutory Holiday falls, Statutory Holiday pay is not paid.~~

~~(iii) In addition to (i) or (ii), if the employee works, the employee shall receive double time (x2) the hourly wage for hours worked.~~

On call and temporary part-time employees must have worked at least five (5) of the previous nine (9) days, on which the statutory holiday falls, to be eligible for statutory holiday pay. For those who are eligible, pay for the statutory holiday will be calculated by adding the regular wages earned during the nine (9) weeks before the week in which the statutory holiday occurs and dividing by the number of days worked in that period.

16. 603.01 All Transit Operators shall receive, in lieu of coffee breaks, lunch and rest periods, an amount equivalent to fifty (50) hours straight time wages computed at the applicable rates and pro-rated according to the Operator's length of service in the calendar year in which the payment is made. **This payment shall be received at the end of pay period twenty-four (24). The timeframe used to calculate the entitlement will be pay period 22 of the previous year to pay period 21 of the current year. Payment will occur in pay period 24.**

17. The parties agree to delete Letter of Understanding #22

18. The parties agree to add the following Letter of Understanding.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 200 SECTION B- TRANSIT OPERATORS WORKING CONDITIONS

207- Sign-up According to Seniority

In the interest of expediting the sign-up process and procedures, Bus Operators and C-Train Operators shall be permitted to select their runs simultaneously in order of seniority of service. The parties agree to meet after each sign-up to resolve any issues that might arise from this change in process.

Date

Date

Signed on Behalf of The City of Calgary

President/Business Agent ATU 583

19. The parties agree to modify Letter of Understanding #17 as follows:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 4-Day Workweek Spring Gardens and Victoria Park Bus – PM Shift Service Lane Employees – 08/07/21

~~The parties agree to renew and append Letter of Understanding RE: 4-Day Workweek for Spring Gardens Bus – PM Shift Service Lane Employees – 08/07/21, as follows:~~

The following provisions apply to those employees assigned to work at Spring Gardens Garage or Victoria Park Garage in the Bus Service Lane Work Area. Where conflict or differences exist between the provisions of this Letter and provisions of the Collective Agreement, the specific provisions of this Letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be ten (10) hours per day in accordance with the posted shift schedule, averaging forty (40) hours per week over the complete cycle of a shift schedule rotation.
2. Where it is found that an employee transfers from one shift to another shift schedule with different days off, a workweek may be shortened or prolonged during the initial transition period. The employee will not be paid overtime if the required number of hours exceeds eighty (80) during that initial transition period.
3. As per Article 116, a week of vacation entitlement is equivalent to forty (40) hours of paid time off. For example, an employee with three (3) week's vacation is entitled to one hundred and twenty (120) hours of vacation.
4. As per Article 117, when a Statutory Holiday falls on an eligible employee's day off, eight (8) hours pay or lieu time to be banked shall be given, as mutually agreed.
5. When a Statutory Holiday falls during an employee's vacation, eight (8) hours^{xx} time in lieu or pay shall be given, as mutually agreed.

6. As per Article 410, overtime shall be paid after ten (10) hours" work per day.

~~7. This arrangement will be on a trial basis for a period of up to six (6) months commencing 2008 July 21. During this trial period, the parties can meet to determine the feasibility and/or viability of making this arrangement permanent.~~

Either party to this agreement may provide the other party with thirty (30) days written notice indicating their intentions to terminate this revised work schedule, where upon the employees will revert to the previous shift schedule at the expiration of the notice or shortly thereafter where the shift schedules line up accordingly (i.e. the first applicable Monday).

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

20. The parties agree to amend Letter of Understanding #16 as follows:

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Transition Arrangement for Ctrain Operators – 07/06/04

Ctrain is an integral part of Calgary Transit's operation and the City will ensure the Ctrain operation is adequately staffed to ensure there is service.

In order to transition to a new process for staffing the Ctrain, the following will occur:

1. All Transit Operators may elect to sign on the train as per Clause 251.01 of the collective agreement.
2. The applicable rate of pay for Transit Operators who are training on a Ctrain will be as per the Transit Operator's current rate of pay. Operators will be trained in order of seniority as much as practically possible.
3. In consideration of additional workplace challenges and operator knowledge required, all Ctrain Operator rates of pay regardless of previous experience on the Ctrain will be:
 - a) five percent (5%) above each step of the Transit Operator rate of pay during the completion of one full year; or
 - b) following the completion of the first year and during the completion of a second year six percent (6%) above each step of the Transit Operator rate of pay; or
 - c) following the completion of the first two consecutive years and during the completion of the third year, seven percent (7%) above each step of the Transit Operator rate of pay.
 - d) following the completion of the first three consecutive years and each consecutive year thereafter, ten percent (10%) above each step of the Transit Operator rate of pay. (effective date September 2012)
4. Wage incremental increases (after training) will occur following the completion of each 1950 regular hours of bus and/or Ctrain work.

5. Operators who are part of the contingency group of operators who are able to operate either a bus or Ctrain will receive the applicable Ctrain Operator rate of pay (step to step) for all hours worked.
6. Ctrain Operators can be assigned related Operations Work Area work duties as part of their working shift.
7. Effective as of the 2012 March sign-up, amend the language to read as follows:

The following provisions are specific to Ctrain Operators:

251 Sign-up

251.01

- a) Ctrain Operators will commit to a **twenty four (24) month period**, commencing with the March Sign-up. **The most senior 75 hour volunteers will be moved to Ctrain Operations as vacancies occur. Annually, during the perusal for September sign-up, the projections will be shared with the sign-up committee and if shortages are anticipated, the following year's commitment process can be moved forward. During the 24 month sign up, the prior sign-up period volunteer list would have priority before starting with the new volunteer list.**
- b) Notwithstanding the above, a maximum of five (5) Ctrain Operators may opt out of Ctrain service at each quarterly Sign-up in order of seniority.
- c) Operators wishing to work Ctrain must indicate their intention to do so during the September Sign-on. Operators will select their work based on their Transit Operator seniority. The number of operators eligible to move to the Ctrain will be based on the number of vacancies from operators that have left the service in the previous year and any growth positions. The projected number of operators that would make up the Ctrain Operator complement and volunteer list would be made available for perusal and sign-on. The volunteer list will consist of two lists, the active volunteer list and the contingency volunteer list. Activation for full time complement would come from the active volunteer list by seniority and for the contingency complement would come from the contingency volunteer list by seniority.
- d) **Whenever possible, activation of 75 hour operators shall be done at the commencement of the sign-up. Operators that fall in the contingency band shall be activated as contingency operators during sign-up as required. (remainder of clauses are renumbered)**
- e) ~~Operators who leave Ctrain service during the course of a Sign up, or those currently signed on bus work who indicate their intention to work Ctrain and then do not work on the Ctrain, will not be allowed, during the next two (2) September sign-ons, to indicate an intention to sign on the train. A Transit Operator who fails the training will have to wait a minimum of two (2) years from the initial sign on before they may re-sign on the train. Should the Transit~~
Following the September Sign-on and in the event there are not enough volunteers to staff

the Ctrain, a forced contingency list will be established for the following Ctrain Sign-on year. Operators on the forced contingency list will be trained in seniority order. Trained Operators will be activated in reverse seniority.

- f) Operators who fail the training in a third attempt will not be allowed, during the next sign-on period to indicate intention to sign on the train. 60 hour operators, who have completed rulebook twice, and then request to come off, will not be allowed, during the next sign-on period to indicate intention to sign on the train.
- g) In the event of weekend (Saturday/Sunday/Statutory Holiday) temporary Track Closures, LRT construction or additional Capital work projects that impacts the movement of trains and results in work changes, Operators will be compensated as per their current sign-up hours of pay.

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

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

254 Vacation Scheduling

The vacation schedule for the Ctrain Operators complement, including the most senior operators projected to be activated in the following year will be entitled to vacation based on the available Ctrain vacation allotment which shall be:

Weeks commencing on Mondays in January to April	9 operators minimum
School Spring Break either when the break for Public and Separate Schools coincide or are separate	7%
Weeks commencing on Mondays in May shall average for the month of May	6%
Weeks commencing on Mondays in June shall average for the month of June (except the final week which may be included in the	6%

Summer Sign-up)	
Two week period covering the Calgary Stampede	3 operators
Summer Sign-up period	10.6%
Weeks commencing on Mondays in September shall average for the month of September	6.5%
Weeks commencing on Mondays in October to December	9 operators minimum
Christmas and New Year's weeks	6.5%

255 Ctrain Spareboard

255.01

- a) The five (5) least senior-trained spare Transit Operators on the Ctrain spareboard may be assigned either bus or Ctrain assignments.
- b) All spareboard Ctrain work will be combined, as far as practicable, before combining bus with Ctrain work. Ctrain standby will be considered as Ctrain work.
- c) During the course of the Sign-up, additional Transit Operators may be activated from the regular bus operation to the Ctrain spareboard for a minimum of one (1) week to cover higher workload periods. These Transit Operators will be required to relinquish any signed up bus work for the weeks(s) involved. When these Transit Operators are no longer required for Ctrain service, they will revert back to bus operation and be returned to the signed-up bus work that was previously relinquished, if applicable.
- d) Transit Operators being used on a weekly basis for the Ctrain spareboard would be drawn in seniority from the Ctrain contingency list.
- e) Dispatch will provide adequate notification to affected Transit Operators of their changing status; however, this notice may be as late as Thursday of the week prior to moving from regular bus operation to the Ctrain spareboard or from Ctrain back to regular bus operation.

256 Working Hours

256.01 All Signed-up Ctrain Operators shall have seven and one-half (7 ½) hours constitute a day's work and shall be observed as far as operating conditions permit.

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

With the growth in the Ctrain system, the number of Ctrain operators waiting to be activated is projected to increase. To assist with operators maintaining their proficiency on Ctrain and gain some Ctrain operational experience the following will occur:

19. The Ctrain operators waiting to be activated shall be scheduled once in every six week cycle to operate the train to maintain their proficiency. These operators will be inserted for a day at a time on the Ctrain spareboard and assigned work by seniority.
20. The operators activated on the Ctrain temporarily, will be paid the Ctrain rates for time worked. The paid time will not be less than 7 ½ hours for the day.
21. Operators will be notified at least one week prior to their scheduled shift on the Ctrain.

The Ctrain rates will apply when the operators are activated on Ctrain.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT UNION

Manager, Labour Relations

President/Business Agent

21. The parties agree to amend the title Letter of Understanding #20 as follows:

Letter #20

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: ~~410.06 Overtime~~ 409.06 Overtime

The parties agree that prior to offering overtime in the months of July and December, Management will determine if the overtime worked is to be paid out or taken as time in lieu. The parties agree to review the process during the term of the collective agreement and may choose to extend the process by mutual agreement. In the absence of an agreement to extend the process, the letter will expire at the conclusion of this collective agreement.

FOR THE CORPORATION OF
OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

22. The parties agree to amend Letter of Understanding #21 as follows:

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Community Shuttle Sign-Up

Community Shuttle Operators shall select their assignments on the posted Sign-up sheet or to sign on the spare board in order of seniority, and for this purpose a revised seniority list shall be posted along with each new Sign-up sheet. An operator shall make his or her choice of assignments known to the Sign-up Clerk as per the Community Shuttle Selection Process. The ~~City Union~~ agrees to pay the full costs of the Union Representation **at the Community Shuttle rate of pay**, who shall be available to assist Operators in the Sign-up. **The Union Representative shall be paid straight time to a maximum of 8 hours per day and overtime rates for any additional hours.**

If an operator fails to Sign-up or make a choice, they will be placed on the spare board and all applicable rules shall apply.

The City and the Union agree, during the term of this collective agreement, to review technological alternatives that would assist Community Shuttle operators with the sign-up process.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
OF CALGARY
UNION

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT

Manager, Labour Relations

President/Business Agent

23. The parties agree to amend Letter of Understanding #3 as follows:

LETTER OF UNDERSTANDING

Letter #3

BETWEEN

THE CITY OF CALGARY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 583

RE: Community Shuttle Operators Clothing Allotment

The Provisions of this letter apply to all Community Shuttle Operators.

General:

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

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

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

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

New Employee's First Year Issue:

Two (2) pairs of grey pants, four (4) shirts, two (2) ties, one (1) ball cap or turban,

one (1) sweater, seven (7) pairs of socks, one (1) summer jacket and one (1) winter jacket; and one (1) pair of slip resistant shoes or boots. An additional pair of pants or one (1) pair of shorts or two (2) shirts may be issued as a supplement to a new employee's first issue as required.

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

Point System – Annual Allotment

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

22. The Operator's employment anniversary date shall be used to determine their entitlement to the annual allotment of two hundred (200) points. Absence from work in excess of one hundred and nineteen (119) calendar days shall result in a corresponding reduction in the following year's points.

B. Any or all of the new employee first year issue and optional items under point G below may be selected as part of the Operators total clothing package.

C. Regardless of items selected, Community Shuttle Operators are required to comply with the established uniform appearance standards.

D. Should an Operator meet the dress standards using less than the annual allotment of two hundred (200) points, the remaining points may, at the Operators option, be carried forward to future years, to a maximum of four (4) years. The maximum of four (4) years will be extended by the period of time absent from work as indicated in paragraph A above

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

F. In the year that an Operator is scheduled to retire and provided the Operator

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

G. CLOTHING ISSUE AND VALUE

	<u>Frequency</u>	<u>Point Value</u>
Ball Caps or turbans (maximum 2)	Yearly	5
Toque (maximum 1)	As required	0
Trouser Pleat or Trouser West or Shorts (maximum 3)	Yearly	28
Shirt long sleeve or short sleeve*	Yearly	10
Golf Shirt-*	Yearly	10
Socks (maximum 7 pair)	Yearly	4
Ties (maximum 2)**	Yearly	6
Winter Jacket (maximum 1)	Every 3 years	60
Summer Jacket (maximum 1)	Every 3 years	40
Slip resistant footwear (maximum 1)	Yearly	50
Quilted Vest (maximum 1)	Yearly	27
Winter Gloves (Maximum 1 pair)	Yearly	14
Sweater or sleeveless sweater(max 1)	Yearly	28/14

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

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

In addition to condition (A), Operators who have banked clothing points may use up to a maximum of ~~fifty (50)~~ **sixty (60)** banked points per year to select additional items with a ~~limit of two (2) per item~~ **new set of maximums not exceeding those listed above.**

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

Female Clothing for some items are available upon request

All clothing must conform to the Business unit PPE Policy

OPTIONAL ITEMS

	Frequency *	Point Value
Sweater or sleeveless sweater(maximum 1)	Yearly	28/14

(this item moved into main clothing column)

Date

Date

Signed on Behalf of The City of Calgary

President / Business Agent

24. The parties agree to reclassify the "Shop Cleaner" position from MSS-2 to MSS-3.

25. The following letters of intent form part of the memorandum of settlement but not part of the collective agreement.

- Assignment of Work on Statutory Holidays
- Employee Facilities
- Use of On-Board Cameras for Disciplinary Purposes



THE CITY OF
CALGARY
CALGARY TRANSIT

April 9, 2014

Rick Ratcliff, President / Business Agent

ATU Local 583

5325 1a Street SW

Calgary, AB

T2H 0E5

Dear Rick:

Re: Letter of Intent – Assignment of Work on Statutory Holidays

This is in response to your bargaining proposal concerning the distribution and assignment of work required on statutory holidays at Access Calgary. It is the intention of Management to offer work on statutory holidays to Access Calgary office employees in the following order:

1st to permanent employees

2nd to permanent part-time employees

3rd to on-call employees.

Sincerely,

Karim Rayani

Manager, Access Calgary



April 17, 2014
Rick Ratcliff, President
Amalgamated Transit Union Local 583
5325 – 1A Street SW, Calgary, AB, T2H 0E5

Dear Mr. Ratcliff,

Re: Employee Facilities

During collective bargaining several discussions were held in regard to amenities for operators both within the garages and around the system. Ensuring appropriate amenities like lunch rooms and washrooms is important to Calgary Transit. Since discussions during the last round of collective bargaining, there has been investment in employee facilities.

As per the previous agreement we have completed a washroom at the Sandstone loop and facilities for operators at North Pointe as well as Chinook Station. In addition, washrooms at Spring Gardens and Victoria Park are being renovated.

Having appropriate washroom facilities that meet the needs of employees is important to the organization. Unfortunately, sometimes the costs to establish these facilities can be considerable. To balance the needs with the costs, Calgary Transit has used several solutions to provide options for staff. These include a robust washroom list (at commercial and other establishments) to ensure options exist across our system. This list augments Calgary Transit washroom facilities already in place.

Given the importance of this issue, I think it is appropriate to continue the discussion at the Joint Health and Safety Committee Meetings. This discussion will allow management and ATU local 583 to discuss key issues like washroom facilities at new stations and loops.

Management can bring the major construction project details to facilitate the discussion of provision of staff facilities. The input can then be fed into the project scoping process.

I feel this defined process will help construction and refurbishment projects further consider the needs of staff.

Sincerely,

Doug Morgan
Director, Calgary Transit

Cc: Aminmohamed Dhalla, Manager, Service Design
Jim Ryan, Manager, Operations



THE CITY OF
CALGARY
CALGARY TRANSIT

2014 May 20

Re: Use of On-Board Cameras for Disciplinary Purposes

This letter is to clarify Calgary Transit's intent with respect to the use of on-board cameras and Performance Management during the term of this Collective Agreement.

- Management has no intent of randomly monitoring on-board video feeds to address performance issues.
- Management will not be performing "targeted surveillance" on specific employees as a means of performance management.
- If Management has cause (including but not limited to incidents, accidents, Service Reports etc,) to believe that a violation of policy or procedure may have taken place, on-board camera footage will be utilized as an investigatory tool and may be used in a disciplinary proceeding.
- If, during an investigation into matters not related to employee performance, Management inadvertently uncovers a violation of policy or procedure, Management reserves the right to use this information as part of a investigation.

Yours truly,

Jim Ryan
Manager, Operations, Calgary Transit
T 403.268.1914 | Mail code #166VP
Victoria Park Garage, 107507 Street SE

PART B – OUTSTANDING ITEMS

112.03 Employees who are absent from work due to sickness or vacation at the time a vacancy or new position is posted shall be allowed to apply for such position provided such application is received not more than ~~twenty-one (21) calendar days~~ **fourteen (14)** calendar days after the closing date of the job posting. Such applications shall be given full consideration under provisions outlined in Clauses 112.04, 401.02, 401.04, 501.02 and 501.03. The successful candidate shall be available for work in the new position within thirty (30) calendar days.

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

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

~~This annual pay methodology will be implemented as of 2003 December 29.~~ All employees eligible for this entitlement shall receive this annual payment no later than pay period 3 in the subsequent year(s).

The parties agree to add 121 Service Pay into the 700 Section of the Collective Agreement.

~~209.02 A minimum of forty five percent (45%) of all regular bus runs shall be straight runs with the exceptions of swings, school specials, and holiday runs. Straight runs shall have Saturday and Sunday as days off. Effective no later than the fall (September) Sign-up, effective 2015 March sign-up, a minimum of forty-seven~~ **eight** percent (47%) (48%) of all regular bus runs shall be straight runs with the exceptions of swings, school specials, and holiday runs. Straight runs shall have Saturday and Sunday as days off.

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

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

~~403.12 All employees required to wear safety footwear shall be entitled to a reimbursement with receipt(s) for the cost of the safety footwear up to a maximum of one hundred and twenty five (\$125.00) every two (2) years. Effective 2007 December 24, All employees required to wear safety footwear shall be entitled to a reimbursement with~~

receipt(s) for the cost of the safety footwear up to a maximum of one hundred and fifty (\$150.00) every two (2) years

The parties agree to renew Letter of Understanding #2

The parties agree to renew Letter of Understanding #4

The parties agree to renew Letter of Understanding #5

The parties agree to renew Letter of Understanding #6

The parties agree to renew Letter of Understanding #7

The parties agree to renew Letter of Understanding #8

The parties agree to renew Letter of Understanding #9

The parties agree to renew Letter of Understanding #10

The parties agree to renew Letter of Understanding #11

The parties agree to renew Letter of Understanding #12

The parties agree to renew Letter of Understanding #15

The parties agree to renew Letter of Understanding #18

The parties agree to renew Letter of Understanding #19

The parties agree to renew Letter of Understanding #23

The parties agree to renew Letter of Understanding #24

The parties agree to renew Letter of Understanding #25

The parties agree to renew Letter of Understanding #27

The parties agree to amend Appendix A & B as follows:

APPENDIX "A" – MAINTENANCE WORK AREA – JOB FUNCTIONS

JOB FUNCTION	JOB CODE *	WORKING TITLE	CLASS TITLE (SAME AS WORKING TITLE IF BLANK)
1	03205	Apprentice (Auto Body Technician)	
2	03205	Apprentice (Auto Body Repairer)	
3	03215	Apprentice (Automotive Service Technician)	
4	03234	Apprentice (Electro-Mechanic LRT)	
5	03214	Apprentice (Heavy Equipment Technician (HET))	
6	03351	Apprentice (Truck & Transport Technician)	
7	03223	Apprentice (Machinist)	
8	03211	Apprentice (Parts Technician)	
9	03230	Apprentice (Welder)	
10	01797	Assistant Roadmaster	MSS 8
11	01785	Auto Body Service Person	MSS 5
12		<u>Cleaning Services Group</u>	
	01719	Garage Cleaner	MSS 3
	01711	Office Cleaner	MSS 2
	01711	Shop Cleaner	MSS 2 MSS 3
	01711	Station Cleaner	MSS 2
13	02410	Equipment Maintainer	
14	01716	Equipment Operator	MSS 7
15	01715	Filter Attendant	MSS 6
16		<u>Fleet Maintenance Group</u>	
	01713	Farebox Fleet Attendant	MSS 4
	01713	Farebox Handler	MSS 4
	01713	Fleet Attendant	MSS 4
	01713	Fleet Line-Up Attendant	MSS 4
	01714	Preventative Maintenance Person	MSS 5
	01714	Preventative Maintenance Person – Sites	MSS 5
	01712	Service Lane Attendant	MSS 3
	01782	Service Lane Dispatcher	MSS 4
	01783	Steam Bay Attendant	MSS 4
	01792	Steam Room Attendant	MSS 5
	01793	Steam/Brake Room Attendant	MSS 5
17	03355	Journeyman I (AM/Radio)	
18	03352	Journeyman 1 (Auto Body Technician)	
19	03352	Journeyman 1 (Auto Body Repairer)	
20	03377	Journeyman 1 (Automotive Service Technician) Field Service	
21	03413	Journeyman 1 (Electro-Mechanic LRT)	
22	03376	Journeyman 1 (Heavy Equipment Technician) HET	
23	03378	Journeyman 1 (Heavy Equipment Technician – Auxiliary Technician)	
24	03349	Journeyman 1 (Truck & Transport Technician)	

JOB FUNCTION	JOB CODE *	WORKING TITLE	CLASS TITLE (SAME AS WORKING TITLE IF BLANK)
25	03417	Journeyman 1 (Machinist)	
26	03398	Journeyman 1 (Millwright)	
27	03423	Journeyman 1 (Painter)	
28	03498	Journeyman 1 (Parts Technician)	
29	03368	Journeyman 1 (Pipefitter)	
30	03360	Journeyman 1 Plumber/Gasfitter	
31	03402	Journeyman 1 (Welder)	
32	03356	Journeyman II (Auto Body Technician)	
33	03356	Journeyman II (Auto Body Repairer)	
34	03371	Journeyman II (Automotive Service Technician)	
35	03411	Journeyman II (Electro-Mechanic LRT)	
36	03371	Journeyman II (Heavy Equipment Technician) (HET)	
37	03350	Journeyman II (Truck & Transport Technician)	
38	03418	Journeyman II (Machinist)	
39	03422	Journeyman II (Painter)	
40	03497	Journeyman II (Parts Technician)	
41	01787	Lead Hand Cleaner (Custodial)	MSS 5
42	01788	Lead Hand Fleet Line-Up Attendant	MSS 5
43	01716	Lead Hand Fleet Lineup Attendant LRV	MSS 7
44	01772/ 01777	Lead Hand Fleet Services LRV	MSS 8
45	01716	Lead Hand Maintenance Laborer	MSS 7
46	01715	Lead Hand Preventative Maintenance Person	MSS 6
47	01779	Lead Hand Service Lane Attendant	MSS 5
48	01794	Lead Hand Service Lane Attendant – LRV	MSS 6
49	01796	Lead Hand Tire Repair Person	MSS 7,8
50	01714	Lead Hand Vehicle Attendant – Nights	MSS 5
51		<u>LRV Maintenance Group</u>	
	01778	Equipment Attendant – LRV	MSS 5
	01786	Fleet Line-Up Attendant – LRV	MSS 5
	01795	Preventative Maintenance Person – LRV	MSS 6
	01781	Service Lane Attendant – LRV	MSS 4
52	01695	Mail Courier	MSS 4
53		<u>Outside Maintenance Group</u>	
	01780	Maintenance Laborer	MSS 3
	01790	Senior Maintenance Laborer	MSS 5
	01776	Outside Maintenance Labourer/ Custodian	MSS 3
54	02690	Plant Maintainer I	
55	02665	Plant Maintainer II	
56		<u>Tire Repair Group</u>	
	01791	Tire Repair Person	MSS 5,6
	01714	Tire Repair Person days	MSS 5,6
	01715	Senior Tire Repair Person	MSS 6
57	01718	Tool Room Attendant	MSS 2
58	01715	Track Maintainer	MSS 6
59	01784	Trackman	MSS 4

JOB FUNCTION	JOB CODE *	WORKING TITLE	CLASS TITLE (SAME AS WORKING TITLE IF BLANK)
60	01716	Track Welder	MSS 7
61	03414	Trainee Electro Mechanic	
62	01717	Transportation Tailor	MSS 8
63	01717	Upholsterer	MSS 8
64	01714	Upholsterer's Helper	MSS 4

NOTES:

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

* For information purposes only.

** MSS is an abbreviation for Maintenance Support Services.

APPENDIX "B" – OFFICE WORK AREA – JOB FUNCTIONS

JOB FUNCTION	JOB CODE *	WORKING TITLE	CLASS TITLE	PAY GRADE
1	03601	Receptionist	Receptionist-AT	003
2	03645	Administrative Assistant 2	Secretary 5- AT	005
	03603	Administrative Assistant- SD/TP	Secretary 5-AT	005
	03603	Administrative Assistant- Facilities	Secretary 5-AT	005
	03603	Administrative Assistant- Operations	Secretary 5-AT	005
	03603	Administrative Assistant – Protect Administrative Assistant – LRV	Secretary 5-AT	005
3	03602	Secretary, Training	Secretary 4-AT	004
	03602	Administrative Assistant	Secretary 6 4-AT	006- 004
4	03604	Administrative Assistant – Safety	Secretary 6-AT	006
5	03604	Administrative Assistant – Infrastructure	Secretary 6-AT	006
	03604	Administrative Assistant – Managers Transit Fleet	Secretary 6-AT	006
	03604	Administrative Assistant- Managers	Secretary 6-AT	006
6	03632	Cash Processor	Cash Processor-AT (40)	005
7	03619	Data Analyst	Data Analyst- AT	008
8	03672	Employee Records Administrator	Employee Records Clerk-AT	005 006
9	03609	Information Distribution Clerk	Vendor/Information Clerk-AT	005
	03609	Vendor Clerk	Vendor/Information Clerk-AT	005
10	03621	Data Management Administrator	Inventory Systems Analyst-AT	006
11	03641	Service Advisor	Service Advisor-AT (40)	007
12	03634	Supervisor CT Customer Service Centre	Supervisor CT Customer Service-AT	008
13	03633	Sr. Cash Processor	Sr Cash Processor-AT (40)	006
14	03616	Customer Service Specialist	Customer Service Report Coordinator 8-AT	008
15	03624	Employment Analyst	Employment Analyst- AT	008
16	03625	Rental & Hired Fleet Agent	Rental & Hired Fleet Agent-AT	007
17	03617	Buyer, Field Operations	Buyer Field Operations-AT	009
18	03618	Transit Scheduler	Transit Scheduler-AT	009
	03618	Access Calgary Scheduler	Transit Scheduler-AT	009
19	03627	Web Site Developer	Web Site Designer-AT	008
20	03635	Transit Data Collector	Transit Data Collector-AT	004
21	03638	Passenger Agent	Passenger Agent-AT	005
22	03607	Customer Service Agent	Customer Service Clerk-AT	004
	03607	Lost Property Clerk	Customer Service Clerk-AT	004
23	03608	Customer Service Representative	Customer Service Rep-AT	006
24	03613	Call Centre Representative	Call Centre Rep-AT	006
25	03611	Garage Clerk	Garage Clerk-AT(40)	004
26	03610	Assistant Transit Scheduler	Assistant Transit Scheduler-AT	004
27	03631	Technical Assistant	Technical Assistant-AT(40)	010
28	03629	Technical Advisor	Technical Advisor-AT	011
29	03642	Fleet Acquisition Specialist	Specialist, Fleet Acquisition(40)	010
30	03606	LRV Maintenance Control Clerk	Maintenance Control Clerk-AT	005

	03606	Maintenance Control Clerk	Maintenance Control Clerk-AT	005
31	03637	Training Administrator	Training Administrator-AT	006
32	03636	Community Liaison	Community Liaison-AT	007
33	03628	Equipment Maintenance Technician	Equipment Maintenance Technician-AT	008
34	03644	Revenue Programs Administrator	Revenue Programs Administrator – AT	008
35	03671	Wellness Coach	Wellness Coach-AT	010

NOTES:

- 23. The selected working titles as used above are provided for convenience purposes only in order to assist in identifying the individual pay rate.
- 2. It is understood that working titles can be deleted, added, or revised during the term of the Collective Agreement.
- 24. As per the provisions of Clause 102.03 of the Collective Agreement, the City has the right to set pay rates on new or significantly changed jobs, and such decisions shall be subject to Union appeal under the grievance procedure.
- 25. Working locations (e.g., SG, VP, AG, DT) are not indicated in the above-noted working titles. NS 40 designations are also not shown in the above-noted class titles.

* For information purposes only.

The parties agree to replace the existing LOU #1 with the following

Letter #1

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Access Calgary Hours of Work – 03/11/13 (updated 2011/01/31)

This LOU is in addition to the SIGNED AGREEMENT dated June 2, 2003 regarding the move of Calgary Handi-bus employees to The City of Calgary, Calgary Transit, and also applies to employees occupying the full-time classifications of Passenger Agents, Schedulers and Customer Service Assistant at Access Calgary.

1. Passenger Agents and Customer Service Assistant (Customer Service Rep)

Effective 2011 February 28, full-time permanent Passenger Agents and the Customer Service Assistants (renamed Customer Service Reps) will be governed by the provisions of the 500 Section E. The intent is to provide RAWW schedules.

This agreement for the full time Passenger Agents and the Customer Service Reps will remain in effect for 6 months. If either party wishes to withdraw from this agreement, it may do so by giving notice in writing to the other party within the first 6 months of the effective date of this agreement. If neither party gives notice within the allotted period, this agreement will stand, until such time the parties mutually agree to amend it to a different arrangement.

2. Schedulers:

The standard seventy (70) hours of work over a two-week period will consist of the following:

Eight (8) shifts of eight and one-quarter (8 ¼) hours per shift and;
One (1) shift of eight and one-half (8 ½) hours.

Each shift will include a thirty (30) minute unpaid meal break. All employees shall be permitted a fifteen (15) minute paid rest break in the first half of a shift and a ten (10) minute paid rest break in the second half of the shift.

3. Statutory Holidays

For Schedulers, as per Article 117, when a Statutory Holiday falls on an eligible employee's day off, seven and one-half (7 ½) hours pay or lieu time to be banked

shall be given, as mutually agreed. This shall apply as a result of working the Compressed Work Week (CWW) only.

The hours of work for Schedulers will remain in effect unless the parties mutually agree to amend them to a different arrangement.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

The parties agree to amend Letter of Understanding #13 as follows:

Letter #13

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Safety Footwear For Cash Processing Employees – 07/06/04

All employees working in Cash processing who are required to wear safety footwear shall be entitled to a reimbursement with receipt(s) for the cost of the safety footwear up to a maximum of one hundred ~~and twenty-five dollars (\$125.00)~~ **and fifty dollars (\$150.00)** every two years.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
THE CITY OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

The parties agree to amend Letter of Understanding #14 as follows:

Letter #14

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: 700 SECTION G - Community Shuttle Operators Working Conditions – 07/06/04

Effective with the 2007 September Sign-up, the following changes and/or amendments will occur in the 700 SECTION G – COMMUNITY SHUTTLE OPERATORS WORKING CONDITIONS:

201 Working Hours

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

(a) Full-time Community Shuttle Operators may be required to report for an alternate shift.

(b) Part-time Community Shuttle Operators may be required to do alternate runs that fall within their pre-determined availability.

201.04 For those employees who are occupying an established position as per Clauses 201.01 or 201.06 (minimum 20 hours), these employees will be eligible for all normal benefits under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to the members therein. The entitlement for these benefits will be based on the average hours worked in the previous Sign-up and will be determined by the following ranges:

- 1) 20 – 23.9 hours per week = 4 hours per shift (20 hours maximum/week)
- 2) 24 – 27.9 hours per week = 5 hours per shift (25 hours maximum/week)
- 3) 28 – 32.9 hours per week = 6 hours per shift (30 hours maximum/week)
- 4) 33 or more hours per week = 7 hours per shift (35 hours maximum/week)

For those employees occupying an established position as per Clause 201.05 (i.e. full-time Community Shuttle Operator), these employees will be eligible for all normal benefits under the jurisdiction of the Municipal Employees Benefit Association of Calgary (MEBAC) and will be subject to the provisions and conditions applicable to

the members therein. The entitlement for these benefits will be based on 7.5 hours per shift to a maximum of 37.5 hours per week.

201.05 Except as provided in Clause 201.01, a working week for regularly signed-up full-time Community Shuttle Operators shall consist of a minimum of thirty-seven and one-half (37.5) hours per week. All full-time Community Shuttle Operators shall be signed-up Community Shuttle Operators. No regularly signed-up Community Shuttle Operator on a regular assignment shall work more than five (5) days per week.

The number of full-time Community Shuttle Operators shall cover a minimum of 30% of the total Community Shuttle platform hours.

Community Shuttle Operators moving from part-time to full-time status are entitled to a reversion period lasting up to two (2) sign-ups. During this reversion period, a full-time operator may revert to part-time status.

Effective the December 2012 sign-up, Operators who revert to part-time after being full-time, must wait two (2) subsequent sign-up periods following their reversion, to indicate their preference to move back to full-time in Community Shuttle.

Effective the December 2014 sign-up, a maximum of two (2) operators may opt out of permanent full-time status at each quarterly sign-on, in order of seniority. Operators opting off permanent full-time status will have a three (3) year waiting period before being allowed back to full-time status.

201.06 Other than part-time signed up operators, except as provided in Clause 201.01, a working week for spare Community Shuttle Operators shall consist of working a minimum of two (2) days per week. These days will require working on a Saturday and Sunday. Work will be assigned in spareboard seniority. Operators will be required to contact Dispatch after 1730 hours on the day before the work.

Spare Community Shuttle Operators shall be guaranteed a minimum of fifteen (15) hours per week which will be reduced if the spare Community Shuttle Operator is absent for all or a part of the shift. All spare Community Shuttle Operators hired before 2010 January 1 will be grandfathered with no above-mentioned restrictions if they remain on the spareboard.

201.07 - Regular Runs

Weekday shifts will be cut to a maximum of eight (8) hours and five (5) minutes pay hours.

Weekend shifts will be cut to a maximum of nine (9) hours and five (5) minutes pay hours.

205 Community Shuttle Operator Trainees

205.01 Community Shuttle Operator Trainees shall receive payment for training at the rate of eighty-five percent (85%) of the Community Shuttle Operator rate.

219 Overtime

219.02 Except as provided in Clause 219.01, regularly signed-up full-time Community Shuttle Operators shall be paid overtime at the rate of one and one-half times (1 ½ x) for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Regular working week shall be defined according to their signed-up assignment.

219.03 Regularly signed-up full-time Community Shuttle Operators shall be paid at the rate of one and one-half times (1 ½ x) for work performed when called out on their day off. Day off shall be defined according to their signed-up assignment.

219.04 Where a relief is missed at a time point, one and one-half times (1 ½ x) shall be paid until the regularly signed-up full-time Community Shuttle Operator is relieved, provided the regularly signed-up full-time Community Shuttle Operator has notified Dispatch.

If the Operator due to be relieved is a Spare Operator, who does not have a run for the day, then the Operator will be paid one and one-half times (1 ½ x) until the Operator has been relieved at an established relief point with a minimum of thirty (30) minutes being paid. If no relief can be arranged, and operational needs require it, the Operator's work for the day will be changed to include the work the Operator is currently on.

If the missed relief is at the end of the Operator's work day, they will be paid one and one-half times (1 ½ x) until they are relieved.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

The parties agree to add a Letter of Understanding regarding Relief Schedulers as Letter of Understanding #22.

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Relief Schedulers

The following provisions apply to those employees assigned to work as Relief Schedulers. Where conflict or differences exist between the provisions of this letter and provisions of the Collective Agreement, the specific provisions of this letter shall prevail in respect of the aforementioned employees.

1. The regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week in accordance with the posted shift schedule.
2. The assignments in the scheduling area shall be for a minimum of one (1) week.
3. Pay for a week of vacation entitlement (Article 116) will be determined by using the employee's rate of pay and weekly hours for his/her base position. Annually, a calculation will be done to determine the portion of the annual vacation earned and payable at the Relief Scheduler rate of pay that was in place for the year the vacation adjustment applies. Subsequent to the calculation, the required adjustments will be posted.
4. As per Article 117, when a statutory holiday falls on an eligible employee's day off, seven (7) hours shall be paid.
5. When a statutory holiday occurs during an employee's vacation, seven (7) hours shall be paid.
6. As per Article 505, overtime shall be paid after seven (7) hours work per day.
7. As per Article 603, Transit Operators will not accrue coffee money while working in the Relief Scheduler capacity.
8. Salary incremental increases will be applied based on the office full-time equivalents as outlined in Pay notes 1 c).
9. The Relief Scheduler eligibility will be limited to full-time, permanent employees.

Signed this _____ day of _____, 2014.

FOR THE CORPORATION OF
CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

The Parties agree to amend Letter of Understanding #26 as follows:

Letter #26

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF CALGARY
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 583

Re: Vacation Pay-out

~~On a trial basis for the term of the 2012-2014 collective agreement, the following will apply:~~

On an annual basis, Management for each of the respective areas will determine the total amount of vacation that may be paid-out in their area.

Those employees who are eligible for **four (4)**, five (5), six (6), or seven (7) weeks of annual vacation entitlement under clause 116.01, and who have who have filled their vacation banks under clause 116.03 , may request to have ~~one~~ **up to two** weeks of their current vacation paid-out. Any such request shall be made during the vacation sign-up, and will be paid on the first available pay period following the employee's vacation base date. **Employees without a signup period may request to have their vacation paid out at the time their vacation selection is made.**

***Four week entitlement payouts must comply with Employment Standards.**

FOR THE CORPORATION OF
OF CALGARY

FOR LOCAL 583 OF THE
AMALGAMATED TRANSIT
UNION

Manager, Labour Relations

President/Business Agent

The following Letter of Intent shall form a part of the Memorandum of Settlement but not a part of the Collective Agreement.



THE CITY OF
CALGARY
HUMAN RESOURCES

2014 July 3

Rick Ratcliff, President
Amalgamated Transit Union Local 583
2nd Floor, 5325 – 1 A Street SW
Calgary AB T2H 0E5

Letter of Intent Re: Work Trades

During the term of this collective agreement, The City and ATU Local 583 agree to meet for the purpose of reviewing work trade procedures. The scope of the review will be based on compliance with applicable legislation, including Employment Standards, transparency and fairness. The parties will meet within 6 months of ratification.

Both parties recognize the importance of work trades in providing flexibility to aid in achieving a work / life balance.

Yours truly,

Rob Beatt
Business Partner
Labour Relations
The City of Calgary

The following Letter of Intent shall form a part of the Memorandum of Settlement but not a part of the Collective Agreement.



September 16, 2014

Rick Ratcliff, President / Business Agent
ATU Local 583
5325 1a Street SW
Calgary, AB
T2H 0E5

Dear Rick:

Letter of Intent Re: Boot Allowance Committee

During the term of the current collective agreement, the parties will form a committee to investigate issues and concerns regarding work boots for maintenance staff and cash processors. The investigation could include, but is not limited to: costs; warranty; use and wear rates, suitability depending on work function; payments and payment schedule and employee preferences. Data collected by this committee will be used to identify boot allowance concerns.

Sincerely,

Russell Davies
Manager, Transit Fleet

cc:

Rob Beatt - Labour Relations
Craig Harper – Transit Infrastructure
Daryl Wostradowski – Fleet Services
Amin Dhalla – Service Design

The following Letter of Intent shall form a part of the Memorandum of Settlement but not a part of the Collective Agreement.



September 16, 2014

Rick Ratcliff, President / Business Agent

ATU Local 583

5325 1a Street SW

Calgary, AB

T2H 0E5

Dear Rick:

Letter of Intent Re: LOU #24, Appendix "A", Clause 401.02 and Clause 401.03

Within ninety (90) days of ratification the parties will start meeting to refine and clarify Appendix "A", Clauses 401.02 and 401.03 to address issues surrounding seniority, job function time and perceived fairness. If suitable revisions are identified and agreed to, these changes will be reflected, midterm, in a new Letter of Understanding and LOU #24 will be deleted.

Sincerely,

Russell Davies

Manager, Transit Fleet

cc:

Rob Beatt - Labour Relations

Craig Harper – Transit Infrastructure

Daryl Wostradowski – Fleet Services

PART C- MONETARY

Wages


- 1.8% increase effective January 6, 2014
- 3.2% increase effective December 29, 2014
- 3.5% increase effective December 28, 2015
- 4.0% increase effective December 26, 2016

Term


Term January 06, 2014 – January 5, 2018

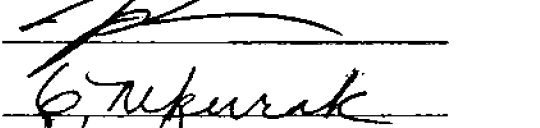
Signed the 16 day of Sept. 2014

FOR THE CORPORATION OF
THE CITY OF CALGARY

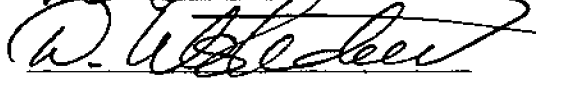


A. [unclear]

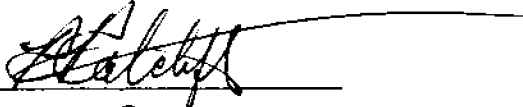




G. [unclear]


Ms. [unclear]


FOR ATU LOCAL 583



Neil Armitage

Bira



John Harwood

