

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE AMALGAMATED TRANSIT UNION LOCAL 987  
(Para-Transit Employees)**

**January 1, 2012 – December 31, 2016**

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THIS AGREEMENT made on the 22 day of March, 2013

BETWEEN

THE CITY OF LETHBRIDGE, hereinafter referred to as the "Employer",

- and -

The AMALGAMATED TRANSIT UNION, LOCAL 987, hereinafter referred to as the "Union".

## PREAMBLE

The purpose of this agreement is to establish terms and conditions of employment, to set out procedures for the orderly resolution of any disputes that may arise between the parties and to promote respectful and professional relations between the City of Lethbridge and the Amalgamated Transit Union, Local 987.

## 1.00 DEFINITIONS

- 1.01 **Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used.**
- 1.02 Permanent Employee means an employee who works five (5) days per week and has a daily schedule of seven and a half (7.5) hours per day.
- 1.03 Permanent Part-time Employee means an employee who works five (5) days per week and has a daily schedule of less than seven and a half (7.5) hours per day.
- 1.04 Non-Permanent Employee means an employee who does not work five (5) days per week and is scheduled for daily work on an as needed basis.
- 1.05 Regular Hourly Rate of Pay

An employee's regular hourly rate of pay is defined as the rate of pay as specified in Appendix "A" of this Agreement for the classification in which the employee has been hired.

- 1.06 Day means a twenty-four (24) hour period ending at midnight.
- 1.07 Day off means a day when the employee is not scheduled to work according to the run selected by the employee from the sign-up schedule. Employees who select runs from the spareboard schedule **will have Sunday and one (1) other day off.**

- 1.08 Employee means a person employed by the City of Lethbridge who is covered by the scope Clause of this Agreement.
- 1.09 Employer means the City of Lethbridge.
- 1.10 Manager means the Transit Manager, or designate, for the City of Lethbridge.
- 1.11 Union means the Amalgamated Transit Union, Local 987.
- 1.12 Years means years of continuous employment.
- 1.13 Union Business means all issues and required actions related to the administration of the Local By-laws and ATU Constitution and general laws, this includes conferences, education and training.
- 1.14 City Business shall mean all issues and required actions relating to the administration of the Collective Agreement, participation in joint committees, and other areas of mutual concern and benefit to both parties.
- 1.15 Split Shift - **are shifts that contain 2 or more pieces of work, with the first (1<sup>st</sup>) piece of work being two (2) hours or more and every piece of work thereafter, will be one and one half (1½) hours or more.**
- 1.16 Minimum Call Out – **Unless otherwise specified in this Collective Agreement call- out pay for employees will be a minimum of two (2) hours for the first call-out of the day and one and one half (1½) hours pay for each call-out thereafter.**

## **2.00 TERM AND EFFECT OF AGREEMENT**

### **2.01 Duration**

This Agreement shall commence January 1, **2012** and shall remain in force and effect until December 31, **2016**.

### **2.02 Notice To Commence Bargaining**

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

### **2.03 Automatic Renewal**

In the event that notice to amend is not given pursuant to Clause 2.02, this Agreement will continue in effect from year to year thereafter.

#### **2.04 Agreement to Continue in Force**

In the event that notice to amend has been given pursuant to Clause 2.02 and a renewal agreement is not reached prior to the current expiry date, the terms and conditions of this Agreement will continue in effect until a renewal agreement is agreed upon or until a strike or lockout occurs.

#### **2.05 Mediation**

In the event that the parties are unable to agree on a renewal collective agreement, the issues in dispute shall be submitted to a mediator prior to the supervision of a strike or lockout vote as provided for under the Labour Relations Code.

#### **2.06 Effective Date of Changes**

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

### **3.00 RECOGNITION AND SCOPE**

#### **3.01 Union Recognition**

The Employer recognizes the Amalgamated Transit Union, Local 987 as the exclusive bargaining agent for all employees in the bargaining unit.

#### **3.02 The Employer agrees not to bargain collectively with any other Labour organization affecting employees specified in this agreement.**

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

#### **3.04 The Employer recognizes that the Union may exercise all rights as provided for by this Agreement and the Alberta Labour Relations Code**

#### **3.05 Scope of the Bargaining Unit**

The bargaining unit shall be comprised of all employees who occupy classifications listed in Appendix "A" of this Agreement and new classifications falling within the jurisdiction of the Union.

#### **4.00 MANAGEMENT RIGHTS**

**The Union recognizes it is the function of the City, to manage and direct its operations, to establish and enforce reasonable rules, regulations and policies and to direct the working forces of the Employer subject to the terms of this collective agreement.**

#### **5.00 UNION RIGHTS AND SECURITY**

##### **5.01 Union Rights**

The Employer recognizes that the Union may exercise all rights as provided for by this Agreement and the Alberta Labour Relations Code.

##### **5.02 Union Dues Check-Off**

- (a) The Employer agrees to check off Union dues under the Rand Formula and such dues will be forwarded to the Union on a bi-weekly basis in accordance with the Employer's pay periods.
- (b) The Employer shall include the amount deducted for Union dues on each employee's T4 slip.

##### **5.03 Bargaining Unit Work**

Management shall not do work that is exclusive to the bargaining unit except in the following circumstances:

- (a) Emergency circumstances where no bargaining unit employees are available;
- (b) Transfers of vehicles as a result of break-downs or the need for maintenance and repair;
- (c) Starting and testing new equipment; and
- (d) Instructional purposes.

#### **6.00 NO DISCRIMINATION**

##### **6.01 Trade Union Activity**

**The employer agrees there shall be no discrimination, interference, restriction, or coercion, exercised or practiced, against any employee because of their connection with trade union organizations or activities.**



**6.02 General Conditions**

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

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

**6.03 Harassment**

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

**(a) Sexual Harassment**

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

**- subjection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,**

**- subjection to or rejection of such conduct by an individual demonstrably affects that individual's employment.**

**b) Personal Harassment**

**Definition: Personal Harassment shall be defined as:**

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

## **7.00 NO STRIKES OR LOCKOUTS**

### **7.01 Prohibition**

During the term of this Agreement and while the Agreement continues in force pursuant to Clause 2.04, the Employer will not lockout employees and neither the Union nor any employee will engage in any illegal strike, slow-down or stoppage of work, or otherwise restrict or interfere with the Employer's operations.

### **7.02 Direction to Employees**

In the event any employee(s) violate Clause 7.01, the Union will, upon notice from the Employer, immediately direct employees to resume normal operations and shall take whatever steps may be necessary to end the violation.

## **8.00 UNION REPRESENTATIVES AND UNION BUSINESS**

### **8.01 Union Representatives**

The Union shall inform the Employer in writing within ten (10) days of the appointment or election of any individuals authorized to represent the Union. The Employer shall recognize the named representatives in the processing of grievances and/or in negotiations, as applicable.

### **8.02 Negotiations**

The Employer will pay the wages for up to three (3) employees who participate in collective agreement negotiations on behalf of the Union. The Union will be responsible to pay the wages of any additional employees it wishes to have participate in the negotiations. It is understood that the purpose of this clause is to provide a no-loss-of-pay approach for those employees who take part in the negotiations.

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

## 9.00 GRIEVANCE PROCEDURES

### Preamble

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

**9.01** The Employer agrees to meet and deal with duly accredited officers of the Union on any grievances concerning the interpretation, application, operation or any alleged violation of this agreement.

**9.02** The Employer and the Union agree that prior to a formal written grievance being filed by either party, the party intending to file the grievance will first meet with the duly accredited representative(s) of the other party with the intent to try and resolve the alleged grievance. Whenever possible, this meeting will include the Employer representative from the work area in which the grievance arose. *The meeting will take place within five (5) days after the parties become aware of the alleged grievance. The Employer representative will then have five (5) days from that date to respond to the alleged grievance.*

If after the meeting to try and resolve the alleged grievance the parties are unable to reach an agreed to resolution to the matter, then the party alleging the grievance may file a formal written grievance in accordance with the specified grievance provisions of the Collective Agreement, if they so choose. It is agreed between the Employer and the Union that time limits for filing a grievance as specified in the Collective Agreement will commence after the initial meeting.

It is understood between the parties that this process will apply to all alleged grievances except those related to discipline. Discipline grievances will be dealt in accordance with the formal grievance process as specified in Article 9.04 of the Collective Agreement.

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

**9.04** 1. Grievances shall be submitted in writing to the Transit Manager within five (5) working days **of the response from the informal stage of the grievance process (Clause 9.02)** i.e. Monday to Friday regardless of shift assignments, in order to be considered as such, with a copy to the City Manager, Community Services Director, and Human Resources Consultant. The grievance shall include an outline indicating the nature of the grievance.

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

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

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

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

**9.05** In the event of a dispute which cannot be settled through direct negotiations between the parties it is agreed that such matter or matters shall be referred to a Board of Arbitration for final and binding settlement as hereinafter provided.

**9.06** The two (2) nominees so appointed shall meet together within **thirty (30)** days of the appointment of the last, to appoint a third member as Chairman. In the event that they are unable to agree on a Chairman or in the event that either party fails to name its arbitrator within the time prescribed herein, the Minister of Labour for the Province of Alberta shall appoint the member or Chairman.

- 9.07** Following the appointment of the Chairman, the Board shall notify the parties hereto of the time and place for the hearing of the dispute and shall allow both parties ample opportunity to present all evidence in connection with the dispute.
- 9.08** Within **ninety (90)** days following the conclusion of the hearing, the board or a majority thereof shall render its decision in writing to both parties setting forth reasons for such decision and such decision shall be final and binding upon both parties.
- 9.09** In the event of a dispute arising out of the suspension or dismissal of a member of the Union, and the Board finding that such suspension was unjustified, the Employee shall be reinstated to his former position and reimbursed for all time lost, less any wages earned during the suspension, or receive whatever other remedy the Board deems appropriate under the circumstances.
- 9.10** Each party to this Agreement shall bear the cost of its own nominee and the expenses of the Chairman shall be borne equally between the parties thereof.

**9.11 Amending of Time Limits**

- a) Where time limits in this Article refer to “working days”, this means Monday to Friday, excluding **Saturdays, Sundays, and recognized statutory holidays.**
- b) The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties verbally, and confirmed in writing.
- c) Requests for time limit extensions shall be copied to the Transit Manager.

**9.12 Automatic Advancement**

Failure to respond to a grievance within the time limits provided for in Clause 9.04, without prior consent as allowed for in Clause **9.11**, shall result in the automatic advancement of the grievance to the next stage of the grievance procedure. Once advanced, the grievance shall not be returned to the previous stage.

## **10.00 NEW CLASSIFICATION**

### **10.01 Notification**

When the Employer establishes a new classification in the bargaining unit, the Employer shall notify the Union of the classification and the applicable regular hourly rate of pay. Upon such notification, the classification shall become part of Appendix "A".

### **10.02 Appeals**

The Union may appeal the regular hourly rate of pay to the Manager within five (5) working days of the receipt of the notice and thereafter the parties will discuss the matter. If the parties are unable to agree upon the applicable regular hourly rate of pay, the matter will be referred to the parties for negotiation during the next round of collective bargaining.

## **11.00 SENIORITY**

### **11.01 Seniority**

- (a) Seniority is defined as an employee's continuous length of service in the bargaining unit. It is measured in calendar days from the employee's first day of employment with the Employer commencing with the employee's most recent date of hire.
- (b) With the exception of the circumstances set out in (c), seniority shall also include absences due to:
  - (i) paid leaves;
  - (ii) disability;
  - (iii) parental leave; and
  - (iv) authorized union leave.
- (c) An employee's seniority shall be terminated and their rights under this Agreement forfeited for any of the following reasons:
  - (i) the employee resigns or retires;
  - (ii) the employee is discharged and is not reinstated;
  - (iii) the employee fails to return to work upon expiration of an authorized leave of absence, or uses the leave of absence

for a purpose other than that for which the leave was granted;

- (iv) the employee is absent without leave in excess of two (2) days without notice satisfactory to the Employer;
  - (v) the employee is laid off for a continuous period of twelve (12) months or a period equal to the employee's seniority, whichever is less; or
  - (vi) where a notice of recall has been mailed to the most recent address provided by the employee, the employee does not respond with an intention to return to work or does not return to work on the date specified for recall.
- (d) Employees who are appointed to an excluded position shall retain accumulated seniority for a period of six (6) months and shall have the right to return to their former position in the bargaining unit within that period of time. Any affected employee shall also be returned to their former position without loss of seniority.

#### **11.02 Seniority List**

- (a) A seniority list showing the names of employees, their date of hire, addresses and phone numbers will be provided to the Union. Updated lists will be provided to the Union whenever changes are made.
- (b) The Union President will be copied on all letters of hire, letters of termination and responses to letters of resignation and retirement.

### **12.00 WORK SCHEDULES AND HOURS OF WORK**

#### **12.01 Sign-up Schedules**

- (a) The Employer shall create a minimum of three (3) operator sign-up schedules per year.
- (b) Permanent employees who are Operators shall be given an opportunity to select runs from the sign-up schedule in order of seniority. The Manager may require an Operator to sign for an alternate run where, in the Manager's opinion, there is sufficient justification for this requirement, however, the Union must be advised as soon as reasonably possible.
- (c) Management will establish as many consecutive seven and a half (7.5) hour shifts as possible during each sign-up.

12.02

**Working Signups**

**(a) Signups will be designed with pieces of work that are no less than minimum call out as per clause 1.16. The new working sign-ups are to be posted at least thirty (30) day before it is to go into effect.**

*Note: In addition to the above, at each signup employees will be reminded of the possibility of revisions to the work, because of uncontrollable variances. This will allow for adjustments due to client demand.*

*E.g. changes and/or additions to dialysis and school clients*

**b) All sign-ups for Para Transit Operators will come into effect on the first Wednesday of the pay period and are to be completed on the Tuesday prior to the effective date, or as mutually agreed by the Union and Management.**

**(c) The first seven (7) days after the sign-up is posted will be for review purposes only and no signing will take place.**

**(d) A Para transit Operator seniority list and signing schedule stating the time and date for each Para Transit Operator to sign will be developed and posted at the same time as the sign-up is posted.**

**(e) Para Transit Operators will select and sign for their run in order of seniority and in accordance with the posted signing schedule.**

**(f) Operators will have two (2) hours to sign from the time indicated for them on the signing scheduled. Failure to do so will result in a representative of the Union making a selection for the Operator and signing accordingly. The next Operator on the schedule will then be allowed to sign.**

**(g) If an Operator is unavailable to sign on their scheduled date and time they will be required to either call in during their scheduled date and time, leave a number where they may be contacted during their scheduled date and time or leave their choices in writing with the Union prior to their being away.**

**(h) If an employee is not available when a sign-up occurs and in the absence of his previously written preferences, the representative of the Union will select a run on his behalf. The employee concerned will be bound by the run selected until the next sign-up.**



**i) Any questions, concerns or disputes regarding this process will be referred to the Union's Executive Board for evaluation and decision. The decision of the Executive Board is final and binding.**

**(j) When an employee changes his working schedule because of a new sign-up, his work week will commence on the date the sign-up goes into effect and pay hours of work and their days of work will start from the date the new sign-up goes into effect. Operators wishing to change assignments are allowed to do so with the approval of the Manager and Union Executive.**

**(k) The Union and Management will work together to cooperatively develop working sign-ups that contain as many runs with consecutive hours of work as possible. Split runs will be kept to a minimum and set up only after consecutive hour runs have been set up. Split runs will not exceed a spread time of more than twelve (12) hours.**

**(l) Neither party will unnecessarily delay the development or implementation of a sign-up.**

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

**(n) Spareboard Operators will be included on the regular Operator sign-up but they will not sign for regular runs and it is understood that their work may vary from time to time as conditions dictate.**

### **12.03 Hours of Work**

**(a) An employee's hours of work shall be computed from the time they are scheduled to report to the Access A Ride office or approved work site and continue until they have completed their hours of work for the day.**

**(b) A permanent fulltime employee's work week will be Wednesday to Tuesday and will consist of a minimum of thirty seven and a half (37.5) hours per week based on seven and a half (7.5) hours work per day and those hours shall be guaranteed to such employees according to their seniority. No employee shall be required to work more than five (5) days in a seven-day period, with such period to be counted from the last of the employee's two (2) days off.**

#### **12.04 Guaranteed Hours**

(a) Permanent employees who have signed a regular shift or Spareboard will be guaranteed a minimum of seven and a half (7.5) hours per day for each day worked.

(b) **Non-Permanent** employees will not be included in the minimum guaranteed hours.

#### **12.05 Report Time**

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

#### **12.06 Interval Time**

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

#### **12.07 Weekend Breaks**

Weekend operators will be entitled to a fifteen (15) minute break with pay after they have completed four (4) consecutive hours of work.

#### **12.08 Demand Call Schedule**

In developing the daily demand call schedule, the following factors shall be taken into consideration:

- (i) known weather conditions;
- (ii) travel time; and
- (iii) pre-trip preparation.

#### **12.09 Hours of Rest**

Operators **will** receive a minimum of eight (8) hours rest per day, calculated from the time the shift ends until the commencement of the operator's **report time** the following day.

## 12.09 Consecutive Days of Work

- (a) The Employer will not schedule employees to work more than five (5) consecutive days without the employee's consent. If the Employer does schedule the employee to work more than five (5) consecutive days of work then such work will be paid at the applicable overtime rates as specified in Clause 13.03 of this Collective Agreement. The Employer will as much as possible take measures to avoid scheduling employees to work more than five (5) consecutive days.
- (b) Such scheduling by the Employer does not include consecutive days as the result of changes to an employee's shift selection for a new working sign-up, an A/V Relief Operator's work selections or employee's trading shifts.

## 12.10 Vacant Run Bid System

- (a) A vacant run bid system will be used to fill any absence that has a known duration period of at least two weeks or more.
- (b) The Bid will be posted for three (3) days prior to taking effect. **The bidding will take place over five (5) business days (refer to clause 9.11).**
- (c)
  - i) The Bid will consist of two moves within the Bid. The first Operator move will be to fill initial vacant run and the second Operator move will be to fill the second (2<sup>nd</sup>) run vacancy created by the initial bid. The third (3<sup>rd</sup>) vacant run created by the second (2<sup>nd</sup>) Operator move will be filled by the Spareboard.
  - ii) **The first (1<sup>st</sup>) vacant run bidding will close at 11:00am on day two (2). The second (2<sup>nd</sup>) vacant run bidding will close at 11:00am on day four (4). The third (3<sup>rd</sup>) vacant run bidding will close at 10:00am, on day five (5).**
- (d) Employees will bid on each vacant run by submitting a completed bid form to the **applicable Manager** or their designate. **Employees are bidding on the hours and days of the shift not the equipment or clients associated with the shifts.**

- (e) No bid forms will be accepted after the closing time and date.
- (f) The vacant run will be awarded to the senior employee who has bid for that vacant run.
- (g) Once an employee has been awarded a vacant run through the Bid system they will continue to hold the run for either the duration of the absence or until the commencement of the next Operator sign-up.
- (h) Any disputes arising from this Bid system will be resolved through discussions between the Union and Management.
- (i) Permanent part time employees who sign a vacant shift will be entitled to the guaranteed hours of that shift.

#### **12.11 Charters**

All charters will be assigned on a rotating seniority basis to Operators on the charter list. The lists shall be posted on the bulletin board and if an Operator does not wish to take the charter on his turn, the choice will go to the next Operator. All charters are at regular rate of pay.

If an employee takes a charter run on his day off, he automatically forfeits his day off.

On charters, all time out will be paid up to seven and one half (7.5) hours per day. For charters exceeding seven and one half (7.5) hours per day, time will be calculated at full pay for the first seven and one half (7.5) hours and then one-half (1/2) pay for time there after if there was time spent waiting at the event. If the charter involves no waiting, then all time out will be paid at the full regular hourly rate of pay.

If other work is performed on the same day as a charter, those hours will be paid based on hours worked. This includes the time worked either before leaving on or returning from the charter. Waiting time shall be confined to the period between the departure and return of the charter and shall be paid at one-half (1/2) pay of the regular hourly rate.

Route hours will not be used in the calculation of charter time.

Overnight Charter Operators shall receive expenses at City per diem rate. Time spent waiting does not include the overnight stay. For overnight charters, Operators will receive a minimum of seven and one half (7.5) hours pay per day.

Meals will be paid as per current City of Lethbridge per diem rates for charters of six (6) hours or more.

Rooms, if required, will be paid.

Charters where no warning is given, i.e. Greyhound, will still be allocated to those readily available; however, every effort will be made to allocate these charters on a rotating seniority basis where practicable.

### Charter Definitions

Charter – is a private contract for the lease of a bus within the City of Lethbridge or outside the City limits.

The dispatching of all charters will be predicated on the following fundamental principals:

1. All guaranteed hours of work for staff will take precedence over additional or extra hours of work.
2. Regular booked calls will take precedence over charters.
3. All work will be dispatched as economically as possible within the provisions of the Collective Agreement and established practices.
4. The start and finish times of the charter must not exceed a spread of twelve (12) hours total elapsed time commencing from the employee's first report of the day except in cases where the charter requires an overnight stay.
5. Employees accepting charters must have at least eight (8) hours rest between the finish time of their day's work and the commencement time of their next day's work including their report time (if applicable). *This point is non-negotiable except in cases of emergency such as an equipment breakdown or adverse weather etc.*
6. Charters will be offered to employees work provided that the charter is outside their regular hours of work.
7. Employees who are on their days off will be eligible for charter work. The only issues for consideration will be principles #4 and #5.

## **13.00 OVERTIME**

### **13.01 Calculation of Overtime**

- (a) Overtime shall be calculated and paid on the basis of time actually worked.
- (b) Employees who are called out after the completion of their work day will be paid a minimum of two (2) hours pay at the applicable rate of pay.

### **13.02 Working Excessive Hours**

**Time worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1½x) the employee's regular hourly rate of pay for the first two (2) hours and two (2x) the employee's regular hourly rate of pay for all time worked thereafter.**

### **13.03 Working on Day of Rest**

Employees who have designated days off who are scheduled to work more than five (5) days in a week will be paid at the rate of double time (2x) for all hours worked on the sixth and seventh day.

### **13.04 Allocation of Overtime**

- (a) Overtime shall be dispatched according to seniority from the last piece of work dispatched. If overtime occurs after overtime has been dispatched for the following day (two days on weekends), the piece of overtime shall be offered to the next available employee from the last overtime work dispatched. If the work comes to the employee previously scheduled for overtime, the employee shall choose between the two pieces of work and the remaining piece shall be dispatched according to seniority.
- (b) Employees shall not be requested to change their designated days off to avoid the payment of overtime.
- (c) No employee shall be required to take time off in lieu of overtime worked.
- (d) No employee shall be required to work overtime against their wishes.

### **13.05 Bank time**

- (a) Employees will be allowed to bank any overtime or charter time if they so choose.
- (b) Employees will be allowed to bank up to a maximum of thirty-seven and a half hours (37.5) per calendar year.
- (c) There will be no re-accumulation of hours beyond the initial banking of thirty-seven and a half hours each calendar year.
- (d) There will be no carryover of banked hours to the following year.
- (e) Any unused bank time as of December 31<sup>st</sup> will be paid out.

### **13.06 Employees Scheduled to Work Six or Seven Days Consecutively**

Employees who are scheduled to work six (6) or seven (7) days consecutively will be paid overtime at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for the first two hours and at two (2) times the employee's regular hourly rate of pay for all hours worked commencing on the sixth (6th) consecutive day of work and continuing until completion of work on the seventh (7th) consecutive day.

## **14.00 WORKING IN OTHER CLASSIFICATIONS**

### **14.01 Lower Pay Classification**

Employees who are required to perform the duties of a lower pay classification on a temporary basis will not have their **regular hourly** rate of pay reduced.

### **14.02 Higher Pay Classification**

Employees who are required to perform the principal duties of a higher pay classification on a temporary basis (2 hours or more) will receive the **regular hourly** rate of pay of the higher classification, for all time actually worked in that classification.

## **15.00 PAYMENT OF WAGES AND PREMIUMS**

### **15.01 Pay Days**

Wages earned up to the payroll cut-off date shall be paid every second Thursday, provided that if the pay day is a general holiday, the payment shall be made on the last working day prior to the general holiday.

### **15.02 Pay Adjustments**

If the Employer issues an employee with an incorrect payment of wages (overpayment or underpayment), the Employer, after becoming aware of the error, shall make every realistic effort in the circumstances to adjust the employee's wages as soon as possible, but no later than the following payday.

### **15.03 Stacking of Premiums**

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

## **16.00 JOB POSTINGS, SELECTIONS AND TRAINING**

### **16.01 Job Postings**

Where the Employer has determined there is a permanent vacancy to be filled, the vacancy shall be posted within the workplace for not less than seven (7) calendar days prior to the closing date of the posting. The Employer may also advertise the vacancy externally.

### **16.02 Selections**

In making a selection for a permanent vacancy, the Employer will consider the qualifications and ability of the applicants. Internal applicants for a position shall be given first consideration. Where the qualifications and ability of two or more internal applicants are considered to be equal, the senior applicant shall be selected. The Employer shall be the final judge of qualifications and ability.

### **16.03 Training**

- (a) Newly hired employees who are directed to undergo training, shall receive **100%** of the regular rate of the classification for which they have been hired while training.
- (b) Employees, other than new employees specified under Clause 16.03, who are directed to undergo training, shall receive 100% of their regular pay while training.
- (c) Employees who have been designated to train new employees will receive **\$1.50** per hour in addition to their regular hourly rate of pay.



- (d) Training meetings may be called periodically and employees directed to attend these meetings shall be paid one hundred percent (100%) of their regular hourly rate of pay. Special meetings called mutually by the Union and Management to improve working relations shall be voluntary.
- (e) **The Union and Employer agree to cooperate in Orientation and Training Programs within the Department.**
- (f) **The Union will be allowed fifteen minutes (15) to meet with new employees for orientation purposes, with such time to be scheduled at a mutually agreeable time.**

## **17.00 PROBATION & TRIAL PERIODS**

### **17.01 Probation Period**

- (a) All newly hired employees shall be on probation for a period of 180 consecutive or accumulative days actually worked to assess their suitability for employment.
- (b) The Manager may terminate the employee's employment at any time during the probationary period without notice and without recourse to the grievance procedure where, in the sole judgment of the Manager, the employee is determined to be unsuitable for employment with the Employer.
- (c) With the agreement of the Union, the Manager may extend an employee's probationary period for up to 180 consecutive or accumulative days actually worked.
- (d) An employee will earn seniority after successful completion of the probationary period. Seniority will be calculated from the date that the employee commenced employment.

### **17.02 Trial Period**

Any employee awarded a posted position shall be in a trial period for 180 consecutive and/or accumulative days and upon its completion shall be declared permanent in the position. At the end of 90 days continuous or accumulative employment, the employee will be advised of any deficiencies in their performance and abilities. If the employee proves unsatisfactory during the trial period, or is not satisfied with the position, the employee will revert to the employee's former position and wage

without loss of seniority. Any other employees affected by this reversion shall also revert to their former position and wage without loss of seniority.

## **18.00 LAY-OFF AND RECALL**

### **18.01 Lay-Off**

When the Employer determines that a lay-off of employees is necessary, the Employer will lay-off in reverse order of seniority, those non-permanent employees in the classification(s) affected and then the permanent employees within the classification affected, provided that the remaining employees have the ability to do the job required.

### **18.02 Recall**

If the Employer wishes to fill a vacancy in the classification from which employees are laid off, the employees in the classification shall be recalled in reverse order of lay-off provided that these employees have the ability to do the job required. In the event of recall, the Employer will provide the employee to be recalled with not less than seven (7) calendar days notice of recall. Recall rights will lapse in accordance with Article 11.00.

### **18.03 Definition of Lay-off**

For the purposes of Clauses 18.01 and 18.02, a lay-off is defined as a reduction in the workforce that is expected to be of five (5) calendar days or more in duration.

## **19.00 COMPLAINTS AND DISCIPLINARY ACTION**

### **19.01 Just Cause**

An employee may be disciplined only for just cause.

## **19.02 Disciplinary Action**

- (a) Disciplinary action may include, but shall not be limited to oral warnings, written warnings, suspensions without pay and/or dismissals.
- (b) Counseling and letters of expectation shall not be considered to be disciplinary action and shall not be relied upon as a step in progressive discipline.

## **19.03 Union Representation**

When an Employer representative calls a meeting with an employee that may lead to the employee being disciplined, the Employer representative **will** notify the employee in advance of the employee's right to have a Union representative present at the meeting to allow the employee an opportunity to obtain Union representation. A meeting that may lead to discipline shall not be unreasonably delayed as a result of an employee's request for Union representation.

## **19.04 Timeliness of Discipline**

The Employer shall make reasonable efforts to impose discipline (if required) within fourteen (14) calendar days from the date the Employer becomes aware of the misconduct, or, where an investigation is necessary, within fourteen (14) calendar days from the date the investigation was concluded.

## **19.05 Notice of Disciplinary Action**

A copy of any disciplinary action imposed upon an employee **will** be provided to the employee and the Union.

**19.06** Notices of discipline in the form of oral warnings, written warnings and suspensions shall not be used against an employee after the expiry of eighteen (18) months of active service provided the following criteria are met:

1. the employee has not had any related discipline for a period of eighteen (18) months;
2. the discipline is not safety-related; and
3. in the case of a suspension, the suspension arose as a result of progressive discipline.

**19.07** Employees called by Management or their designate to discuss accidents, incidents or complaints against the employee with respect to their duties as an employee of the City of Lethbridge shall be paid for all time involved including time spent filling out accident and incident reports.

A minimum of one (1) hour at the regular hourly rate of pay will be paid if the employee is called in on his day off.

## **20.00 GENERAL HOLIDAYS**

### **20.01 Paid Holidays**

The following days shall be defined as General Holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Sunday  
Victoria Day  
Canada Day  
Heritage Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

All statutory holidays proclaimed by the Province of Alberta, or Government of Canada shall also be recognized as general holidays except when replacing a holiday in the named list, in which case the proclaimed holiday only shall be recognized. In addition, should the Province of Alberta or Government of Canada decide to remove a statutory holiday from the general holidays listed above, the days listed in this Clause would then exclude the holiday that was removed.

### **20.02 Eligibility for General Holiday Pay**

An employee is eligible for general holiday pay if the following conditions are met:

- (i) The employee has worked for the Employer for thirty (30) work days or more in the twelve (12) months preceding the general holiday; and
- (ii) Where required or scheduled to do so, the employee has worked on the general holiday; and
- (iii) The employee has worked the last regular working day preceding and the employee's first regular work day following, a general

holiday (unless the employee is absent from employment with the Employer's consent).

**20.03 Not Working on a Normal Work Day**

If a general holiday falls on a day that would normally have been a work day for the employee and the employee does not work on that day, an employee who is eligible for general holiday pay shall receive their regular hourly rate of pay for their normally scheduled hours.

**20.04 Working on a Normal Work Day**

If a general holiday falls on a day that normally would have been a work day for the employee and the employee works on that day, the employee shall receive one and one-half times (1 ½x) their regular hourly rate of pay for hours actually worked on that day, and if eligible for general holiday pay, shall also receive their regular hourly rate of pay for their normally scheduled hours.

**20.05 Working on a Day that is not a Normal Work Day**

If a general holiday is on a day that is not normally a work day for the employee and the employee works on that day, the employee shall receive two times (2x) their regular hourly rate of pay for hours actually worked on that day.

**20.06 Determining Normally Scheduled Hours**

In determining the normally scheduled hours under Clauses 20.03 and 20.04, the Employer will review the hours worked during the nine (9) weeks immediately preceding the general holiday.

**20.07 Non-Permanent Holiday Pay**

- a) Payment for Statutory Holidays, if not worked will be calculated at one tenth (1/10) of the total hours worked in the pay period previous to which the Statutory Holiday falls, maximum pay not to exceed seven and a half (7.5) hours.
- b) If a non-permanent employee works on a Statutory Holiday, the employee shall be paid two (2) times his regular hourly rate of pay, plus one tenth (1/10) of the total hours worked in that pay period.

## **21.00 LIEU DAYS**

When a General Holiday falls on an employee's day off or within an employee's vacation period, the employee shall be entitled to a day in lieu of the General Holiday with such a lieu day to be arranged at the mutual convenience of both the employee and management.

The employee will request the day in lieu not less than seven (7) days prior to the date on which they intend to take the lieu day. The Manager shall provide a reply in writing, within three (3) working days of the request being received. If a mutually acceptable date for the lieu day cannot be agreed upon, the employee will be paid for the General Holiday.

## **22.00 VACATION**

### **22.01 Leave Entitlement**

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

#### **MONTH ENTERING THE SERVICE**

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

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

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

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

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

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

In the twenty-sixth (26th) calendar year, the employee shall receive six (6) weeks vacation.

## **22.02 Vacation Pay**

- a) Permanent employees who are entitled to vacation leave shall receive vacation pay on the basis of the regular hours worked, vacation hours earned and general holiday hours paid to the employee in the calendar year of employment preceding the calendar year of entitlement. The employee shall suffer no loss of pay while on annual vacation.
- b) Non-permanent employees will be paid vacation pay on each pay cheque. Non-permanent employees with six (6) years of continuous service will receive six (6) percent holiday pay.

## **22.03 Scheduling of Vacation Leave**

- a) **The Employer will post the annual Para-Transit Operator vacation sign-up, signing schedule and a copy of the previous year's signing schedule no later than September fifteenth (15th). The employees will sign according to their scheduled date. If they fail to do so, the next person on the list may sign.**
- b)
  - i) Employees will sign up for their annual vacation for the next calendar year between **October 1** and **October 31**. In order of seniority, the vacation entitlements will be signed for in one-week blocks. Vacation will be considered to be approved upon the employee signing.
  - ii) **Para Transit Operators will select and sign for their annual vacation weeks in accordance with the signing schedule posted with the annual vacation sign-up commencing with the first (1<sup>st</sup>) Para-Transit Operator listed on the signing schedule and continuing until all Para-Transit Operators have made their selections and signed the sign-up.**

- c) **One operator at a time will be allowed annual vacation from January to December except for the peak periods of Easter, Summer (July and August) and Christmas. The Easter period will commence on the Monday following Easter Sunday and the Christmas period will commence on the first Monday following Christmas Eve. The Summer period will be from the end of the School year to the start of the School year.**
- d) **Upon written notification to the Employer and on a first come first served basis, an employee may change an approved vacation week, provided that a vacant week is available.**
- e) **Trades between employees will be permitted provided that management is informed of such trades in writing. There will be no trading of holiday weeks for the duration of the said sign-up. If a situation arises that is no fault of the operator and/or considered an emergency situation, the trade may be approved after consultation with the Union Executive and Management. Management's decision will be final.**
- f) **When it is necessary for the Annual Vacation Relief Operator(s) to work on spareboard, said Operator(s) days off will be designated on operational needs.**
- g) **If an Operators annual vacation week or weeks have been deferred due to illness or disability, and their work has been offered to and accepted through the Vacant Bid system, the vacation week will be deemed vacant and the Annual Vacation Relief Operator will work off of the Spareboard with in their Seniority.**

All vacation entitlements must be scheduled and taken in the current calendar year and no carryover of vacation entitlements will be permitted.

**22.04 (a) When an employee has signed for his vacation period and is on his vacation, they shall not be cancelled except in case of extreme emergency.**

**(b) When an employee has signed for a vacation period and the employee qualifies for sick leave or bereavement leave prior to and extending beyond the commencement date of the scheduled vacation period, there shall be no deduction from the employee's vacation credits for the period of such leave provided that evidence satisfactory to the Transit Manager has been provided.**



**(c) When an employee qualifies for bereavement leave during the employee's scheduled vacation period, the vacation period so displaced shall be reinstated for use at a mutually agreeable time provided that evidence satisfactory to the Transit Manager has been provided.**

**22.05 Pay to carry on at applicable rates during vacation period.**

**22.06 (a) Operators who have signed vacation relief on the Operator's working signup will be allowed to sign for individual vacation weeks in order of seniority.**

**(b) The City of Lethbridge will guarantee seventy-five (75) hours bi-weekly, provided the Annual Vacation Relief Operator makes himself available for work.**

## **23.00 GENERAL LEAVE**

### **23.01 Granting of Leave**

**(a) When the requirements of the Employer's services permit, an employee may be granted a leave of absence without pay for a maximum of ninety (90) calendar days. An employee who wishes a general leave of fourteen (14) calendar days or more shall submit a written request for leave to the Manager or designate at least thirty (30) calendar days prior to the date requested for the leave, except in emergency situations, when the request for general leave shall be submitted to the Manager or designate as soon as reasonably possible. The leave shall be at the sole discretion of the Employer.**

**(b) Should an employee's request for leave be declined by the Transit Manager, he shall have the right to an appeal to the City Manager, and his decision shall be final.**

### **23.02 Extension of Leave**

A leave of absence without pay may be extended for an additional ninety (90) calendar days when approved by the Employer. The employee shall submit a written request for the extension to the Manager or designate at least thirty (30) calendar days prior to the expiration of the leave. The extension of leave shall be at the sole discretion of the Employer.

## **24.00 SPECIAL LEAVES**

### **24.01 Parental Leave**

All employees shall be entitled to parental leave as provided for by the Employment Standards Code of Alberta.

## **24.02 Compassionate Leave**

- (a) An employee may be entitled to three (3) regularly scheduled consecutive working days leave without loss of regular pay immediately following a death in the immediate family. If requested, the employee shall provide evidence satisfactory to the Employer to substantiate the death.
- (b) Employees who are required to travel outside the City of Lethbridge for the funeral of an immediate family member may apply to the Manager for an additional two (2) regularly scheduled consecutive working days leave without loss of regular pay.
- (c) "Immediate family" means the employee's spouse (including common law spouse), parents, child, brothers, sisters, grandparents and grandchildren, as well as the employee's spouse's parents, children, brothers, sisters, grandparents and grandchildren.
- (d) Employees who act as pallbearers shall be granted time off without pay as required for the funeral so long as operational requirements permit.

## **24.03 Jury and Witness Leave**

- (a) Where an employee is called for jury selection or selected as a juror, the employee shall be granted a leave of absence without pay for the period of required attendance.
- (b) Where an employee is subpoenaed to appear as a witness in a court or administrative tribunal for and on behalf of the Employer, the employee shall be granted a leave of absence without loss of regular pay for the period of required attendance. Any monies received by the employee for the appearance shall be paid to the Employer.
- (c) When an employee is subpoenaed to appear as a witness or as a party in a court or administrative tribunal in a situation other than that specified in paragraph (b), the employee shall be granted a leave of absence without pay for the period of required attendance.
- (d) It is the employee's responsibility to advise the Employer of the requirement for jury and witness leave upon receipt of a notice to attend or a subpoena. If requested, the employee shall provide evidence satisfactory to the Employer to substantiate the attendance and the amount of pay received.

## **25.00 GENERAL CONDITIONS**

### **25.01 Medical Exam**

- (a) The Employer reserves the right, at any time, to require an employee to undergo a medical exam or a job related abilities evaluation by a medical or health care practitioner chosen by the Employer. Any resulting reports or certificates shall be provided to the Employer.
- (b) The Employer shall ensure the confidentiality of medical and health care reports and certificates by maintaining this information in a locked file cabinet, providing access to this information only on a need-to-know basis and requiring those who have access to this information to sign an oath of confidentiality.
- (c) The cost of a medical exam or job related abilities evaluation required under this provision shall be borne by the Employer.

### **25.02 Workplace/Client Safety and Security**

The Employer may take all reasonable steps to ensure workplace safety and security and client safety and security.

### **25.03 Personnel Policies and Work Rules**

- (a) All applicable personnel policies and work rules, including memos and directives, will be provided to each employee and copied to the Union as soon as possible after their establishment.
- (b) Each employee shall sign a form to acknowledge having received copies of these policies and rules and to state that the employee has read the policies and rules. Employees who require clarification as to the contents of the policies and rules should direct any questions to the Manager or designate. Acknowledgement form(s) shall be maintained on employee personnel files.
- (c) Copies of personnel policies and work rules shall be placed in the Operator's reception area.

### **25.04 Personnel Files**

- (a) Employees shall have the right to review their own personnel file in the presence of an Employer representative or representatives provided the request for an appointment has been made in writing to the Manager at least five (5) calendar days prior to the requested review date. The access shall be given at a time mutually agreed between the Manager or designate and the employee.

- (b) Employees who are being given access to their personnel file may have a Union representative present to observe the review.
- (c) No document shall be placed on an employee's personnel file without the employee having been made aware of the document.

#### **25.05 Employee Meetings With Management**

- (a) When an employee attends a meeting with management during the employee's regular working hours, the employee will suffer no loss in pay or benefits.
- (b) The Employer shall make reasonable efforts to schedule meetings during an employee's regular working hours.

#### **25.06 Drivers Abstract**

After the employee provides the initial abstract, if the Employer requires the employee to submit a subsequent driver's abstract, the cost will be borne by the Employer.

#### **25.07 Drivers License Medicals**

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

#### **25.08 Medical and Dental Appointments During Working Hours**

- (a) All permanent employees who are required to arrange a medical or dental appointment during working hours shall be allowed to meet such appointments on City time and without loss of pay, provided that the employee is not absent longer than two (2) hours.
- (b) All permanent employees who are required to attend medical or dental appointments out of town during their working hours shall be allowed to meet such appointment and suffer no loss of pay.

#### **25.09 Justification of Cause of Absence**

**Where the Employer has reason to doubt the justification of the cause of absence, the employee, after written notification shall be required to submit a medical certificate for all absences. If a medical certificate is not provided, or if the medical certificate does not include the date the employee was seen and a statement from the medical practitioner advising that the employee was unable to attend work during the period of the absence, the employee will not be entitled to receive sick**

leave pay for the absence in question and will be coded as unauthorized leave without pay.

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

## **26.00 OCCUPATIONAL HEALTH AND SAFETY**

- (a) The Employer shall continue to make reasonable provisions for the health and safety of employees during hours of employment. The Union will assist the Employer in promoting safe work practices and the enforcement of health and safety rules. Employees are responsible to observe health and safety rules and to report health and safety hazards to their immediate supervisor so that remedial action can be taken.

### **26.01 Occupational Disability**

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

- (a) 100% of the employee's wages for any one absence up to but not exceeding twenty six (26) weeks.
  - (b) Compensation is payable by the Workers' Compensation Act of Alberta for the period of absence.
  - (c) The employee has produced a medical certificate signed by a fully qualified chiropractor stating that the employee was unable to work.
  - (d) Compensation monies received are paid over to the Employer.
- 26.02 The Employer and the Union shall share joint responsibility in the accommodation of disabled employees within the Employer's workplace in accordance with the applicable provincial legislation.

### **26.03 Continuation of Benefits While Ill or Disabled**

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

## 27.00 OPERATOR UNIFORMS

### 27.01 Para-Transit Operators & Dispatchers

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

4 pairs of pants  
2 pairs of shorts  
5 shirts  
*(Employee may select long sleeve, short sleeve or golf shirts)*  
1 sweater  
(1) 3-season jacket  
1 rain jacket  
1 baseball cap *(Employee option)*  
1 toque *(Employee option)*  
1 pair of anti-vibration gloves

- (b) Newly hired Para-Transit Operators and Dispatchers will be supplied with the full standard uniform issue upon commencement of their employment with the Employer.
- (c) Employees will be entitled to replace any article of their standard uniform issue through an annual point system. The employee will be allocated four hundred (400) points annually.
- (d) Operators will have the option to select any combination of shirt style and pant and shorts totaling the number specified for that article in the standard uniform issue (ie: 2 long sleeve, 1 golf shirt, 2 short sleeve shirts.)
- (e) The point value of each article of the uniform will be as follows:

## Uniform Replacement Point System

Article	Quantity	Points Per Unit	Total
Pants/Shorts	4	35/25	140/100
Dress (LS or SS)/Golf Shirts	5	35	175
Sweater	1	74	74
3 Season Jacket	1	184	184
Rain Jacket	1	70	70
Baseball Cap	1	14	14
Toque	1	12	12
1 pr Anti-Vibration Gloves	1	18	18
			687/647

Note: Annual Point Allocation is a maximum of 400 Points

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

### 27.02 Uniform Wearing

Operators are required to wear the uniform and picture identification supplied by the Employer.

### **27.03 Uniform Cleanliness and Appearance**

Operators are responsible for the cleanliness and appearance of their uniforms.

### **27.04 Uniform Property**

Uniforms and picture identification are the property of the Employer and must be returned to the Employer upon termination of employment.

### **28.00 Accident Claims**

- a) **Employees shall be protected by the City against any claims resulting from any traffic accident involving any City vehicle which he is operating, except where it is proven to the satisfaction of both parties of the agreement that said employee(s) have been negligent.**
- b) **Incident/Issue reports must be completed and delivered to the Transit Operations or Maintenance Coordinator's office within twenty-four (24) hours of the time of the incident or issue.**
- c) **The City of Lethbridge will indemnify and save harmless any member of Local 987 with respect to any civil action arising from the actions of such member while in the opinion of the City Manager, such member was acting within the scope and during the course of his employment and provided that such actions do not constitute a gross disregard or neglect of the member's duty as an employee.**

## **29.00 BENEFITS**

### **29.01 Pension**

All permanent employees must participate in the Local Authorities Pension Plan and make pension contributions as required by the Local Authorities Pension Plan Act.

- 29.02** Permanent employees are entitled to the benefits provided through the City of Lethbridge Disability Partnership.



## Appendix "A" - Hourly rates of Pay

	01/01/12	01/01/13	01/01/14	01/01/15	01/01/16	12/31/16
Negotiated Adjustment	2.00%	2.25%	2.25%	Note 1	Note 1	Note 1
Market Adjustment	5.56%	3.66%	3.52%	Note 2	Note 2	Note 2
Operator						
Start Rate	\$21.05	\$22.29	\$23.58	Note 2	Note 2	Note 2
Job Rate (1+Year)	\$21.93	\$23.23	\$24.57	Note 2	Note 2	Note 2
AAR Operator Job Rate % of Transit Operator Rate	84%	87%	90%	93%	97%	100%
Dispatcher	\$24.86	\$26.33	\$27.85	Note 2a	Note 2a	Note 2a
Schedule Analyst	\$24.86	\$26.33	\$27.85	Note 2a	Note 2a	Note 2a

Note 1: Negotiated Adjustment to be identical to negotiated adjustment for Transit Operator.

Note 2: Market Adjustment percentage and rates to be calculated as per agreed to process once the Transit negotiated adjustment is known.


Note 2a: Same process as note 2 for calculation. The rate of the Dispatcher and Schedule Analyst will increase at same % as the Operator until it becomes equal to the Accessible Booking Agent in the Transit Agreement then the rates will remain equal.

## APPENDIX "B" – BENEFITS

1. Effective September 1, 2007, a flexible benefit plan will be implemented for all permanent employees.
2. The benefits provided to employees under the plan will be in accordance with the terms and conditions of the benefit plan contracts. Should the Employer terminate any of the contracts for benefits listed in this Appendix, the City will meet with the Union to discuss the effect the termination will have on employee benefits.
3. The monthly premium costs for core benefits will be paid as follows:
  - a. Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
  - b. Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by employees.
4. The Employer will contribute flexible credits to permanent employees calculated at 100% of the Employer cost reduction resulting from the reallocation of benefit premium costs. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all permanent employees.
5. Permanent employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.
6. Costs for the administration of the flexible benefit plan will be paid 100% by the employees. Employee contributions will be deducted from flexible credits on an annual basis.
7. Permanent employees may choose to apply for optional life insurance benefits and optional AD & D coverage. The premiums for these voluntary benefits will be 100% paid by employees participating in these plans.
8. All permanent employees must participate in the Local Authorities Pension Plan and make pension contributions as required by the Local Authorities Pension Plan Act.
9. The benefit plan year is January 1<sup>st</sup> to December 31<sup>st</sup>.

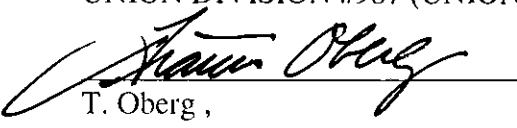
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE EXECUTED.

FOR THE CITY OF LETHBRIDGE  
(EMPLOYER)

  
\_\_\_\_\_  
R. Dodic, MAYOR


  
\_\_\_\_\_  
~~D. Neufeld~~, CITY CLERK  
A. Neufeld,

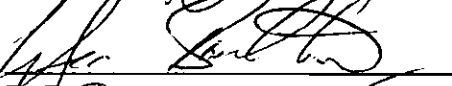
FOR THE AMALGAMATED TRANSIT  
UNION DIVISION #987 (UNION)

  
\_\_\_\_\_  
T. Oberg,  
PRESIDENT/BUSINESS AGENT

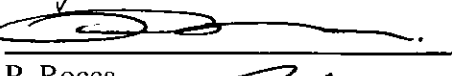
  
\_\_\_\_\_  
S. Smith, VICE PRESIDENT

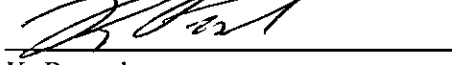
BARGAINING COMMITTEE

  
\_\_\_\_\_  
A. McKinley

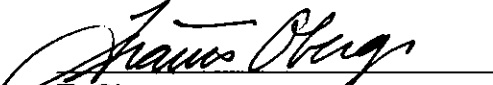
  
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D. Boulton

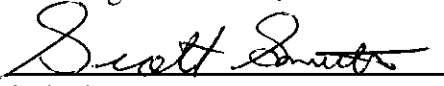
  
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J. Elliott

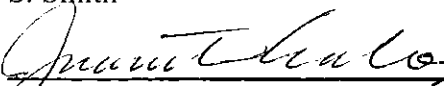
  
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P. Rocca

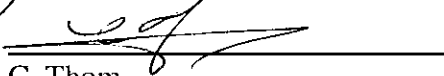
  
\_\_\_\_\_  
K. Ponech

BARGAINING COMMITTEE

  
\_\_\_\_\_  
T. Oberg

  
\_\_\_\_\_  
S. Smith

  
\_\_\_\_\_  
J. Erdos

  
\_\_\_\_\_  
C. Thom

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 987**

**RE: NO CONTRACTING OUT OF WORK**

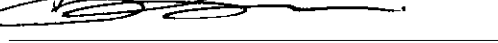
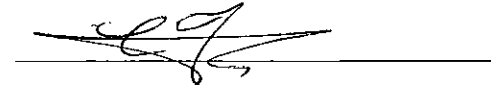
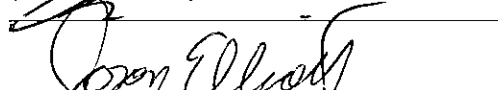
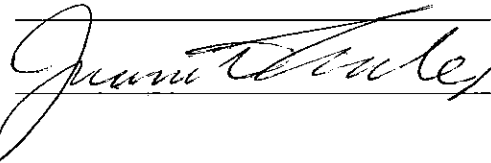
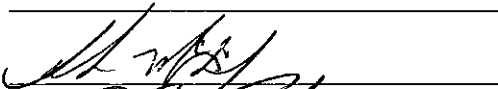
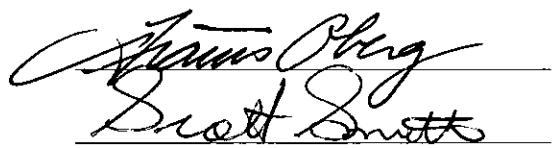
It is agreed between the parties that there shall be no contracting out of work normally performed by Bargaining Unit employees, for the duration of this agreement.

This Letter of Understanding will expire on December 31, 2016

Signed at Lethbridge, Alberta this 17th day of October, 2012.

**The City of Lethbridge**

**The Amalgamated Transit Union,  
Local 987**



LETTER OF INTENT

BETWEEN

THE AMALGAMATED TRANSIT UNION LOCAL 987

AND

THE CITY OF LETHBRIDGE

RE: EMPLOYEE SENIORITY CALCULATIONS


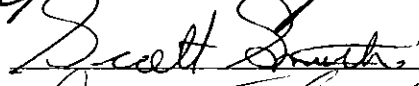
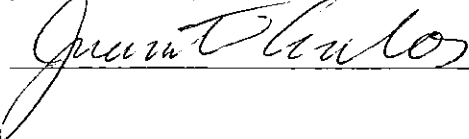
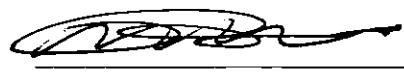
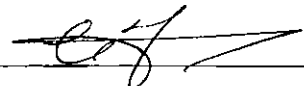
It is agreed between the parties that in the recognition of the years of service for the purpose of seniority of Para Transit employees, the City of Lethbridge will recognize the original hire date for employees of the previous employer, Lethbridge Handi-bus Association.

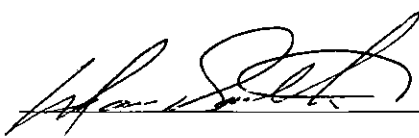
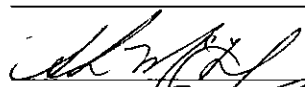
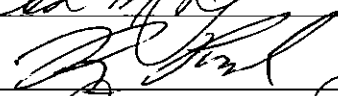
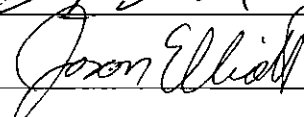
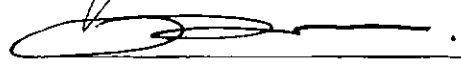
This hire date will apply when the City of Lethbridge is calculating the employee's benefits entitlement, seniority for signing purposes and or promotions and re-engagement.

Signed at Lethbridge, Alberta this 17 day of October, 2012.

The Amalgamated Transit Union  
Local 987

The City of Lethbridge

  
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11

THE UNIVERSITY OF CHICAGO

1954

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Memorandum of Settlement

ATU Local 987 (Para-Transit) and the City of Lethbridge

2012 – 2016 Collective Agreement

**Bold is New Language**

- 1.-- Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used.**
- 1.06 Day off means a day when the employee is not scheduled to work according to the run selected by the employee from the sign-up schedule. Employees who select runs from the spareboard schedule will have Sunday and one (1) other day off.**
- 1.14 Split Shift - are shifts that contain 2 or more pieces of work, with the first (1<sup>st</sup>) piece of work being two (2) hours or more and every piece of work thereafter, will be one and one half (1½) hours or more.**
- 1.17 Minimum Call Out – Unless otherwise specified in this Collective Agreement call- out pay for employees will be a minimum of two (2) hours for the first call-out of the day and one and one half (1½) hours pay for each call-out thereafter.**
- 3.01 Union Recognition**
- The Employer recognizes the Amalgamated Transit Union, Local 987 as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02 The Employer agrees not to bargain collectively with any other Labour organization affecting employees specified in this agreement.**
- 3.03 No employee covered by this agreement without consultation with the Union Executive shall request or be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions of work during the term of this agreement, except if specifically provided for in this agreement.**
- 3.04 The Employer recognizes that the Union may exercise all rights as provided for by this Agreement and the Alberta Labour Relations Code**
- 4.00 The Union recognizes it is the function of the City, to manage and direct its operations, to establish and enforce reasonable rules, regulations and policies and to direct the working forces of the Employer subject to the terms of this collective agreement.**

## **6.01 Trade Union Activity**

**The employer agrees there shall be no discrimination, interference, restriction, or coercion, exercised or practiced, against any employee because of their connection with trade union organizations or activities.**

## **6.02 General Conditions**

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

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

## **6.03 Harassment**

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

### **(a) Sexual Harassment**

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

**- subjection to such conduct is made either explicitly or implicitly, as term or condition of an individual's employment, or continued employment,**

**- subjection to or rejection of such conduct by an individual demonstrably affects that individual's employment.**

### **b) Personal Harassment**

**Definition: Personal Harassment shall be defined as:**

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



9.02 The Employer and the Union agree that prior to a formal written grievance being filed by either party, the party intending to file the grievance will first meet with the duly accredited representative(s) of the other party with the intent to try and resolve the alleged grievance. Whenever possible, this meeting will include the Employer representative from the work area in which the grievance arose. ***The meeting will take place within five (5) days after the parties become aware of the alleged grievance. The Employer representative will then have five (5) days from that date to respond to the alleged grievance.***

If after the meeting to try and resolve the alleged grievance the parties are unable to reach an agreed to resolution to the matter, then the party alleging the grievance may file a formal written grievance in accordance with the specified grievance provisions of the Collective Agreement, if they so choose. It is agreed between the Employer and the Union that time limits for filing a grievance as specified in the Collective Agreement will commence after the initial meeting.

It is understood between the parties that this process will apply to all alleged grievances except those related to discipline. Discipline grievances will be dealt in accordance with the formal grievance process as specified in Article 4.04 of the Collective Agreement.

9.04 1. Grievances shall be submitted in writing to the Transit Manager within five (5) working days **of the response from the informal stage of the grievance process (Clause 9.02)** i.e. Monday to Friday regardless of shift assignments, in order to be considered as such, with a copy to the City Manager, Community Services Director, and Human Resources Consultant. The grievance shall include an outline indicating the nature of the grievance.

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

2. If the grievance is not settled by section (1) above, the Union on behalf of the employee may, within five (5) working days after receiving the decision, submit their grievance to the Community Services Director. The Community Services Director shall meet with the grievor and the Union within ten (10) working days of the grievance being received to try and resolve the grievance and shall submit a decision in writing, within ten (10) working days to the Union with copies to the City Manager, Transit Manager and **Human Resources Consultant**.

3. In the event the decision of the Community Services Director is considered not acceptable, the Union on behalf of the employee shall, within five (5) working days of receiving the decision, notify the Employer in writing to that effect, and advising them of the Union's intentions to refer the matter to the City Manager, or whether the Union wishes to in fact go directly from this stage to arbitration and

naming the Union's nominee. Should the Union choose to grieve to the City Manager he shall meet with the grievor and the Union within ten (10) working days of the grievance being received and submit a decision within ten (10) working days of the grievance meeting with copies to the Union, Transit Manager, Community Services Director and **Human Resources Consultant**.

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

- 9.06 The two (2) nominees so appointed shall meet together within **thirty (30)** days of the appointment of the last, to appoint a third member as Chairman. In the event that they are unable to agree on a Chairman or in the event that either party fails to name its arbitrator within the time prescribed herein, the Minister of Labour for the Province of Alberta shall appoint the member or Chairman.
- 9.08 Within **ninety (90)** days following the conclusion of the hearing, the board or a majority thereof shall render its decision in writing to both parties setting forth reasons for such decision and such decision shall be final and binding upon both parties.
- 9.11 a) Where time limits in this Article refer to "working days", this means Monday to Friday, excluding **Saturdays, Sundays, and recognized statutory holidays**.

## **WORKING SIGN-UPS**

- 12.02 (a) Signups will be designed with pieces of work that are no less than minimum call out as per clause 1.17. The new working sign-ups are to be posted at least thirty (30) day before it is to go into effect.**

*Note: In addition to the above, at each signup employees will be reminded of the possibility of revisions to the work, because of uncontrollable variances. This will allow for adjustments due to client demand.*

*E.g. changes and/or additions to dialysis and school clients*

**b) All sign-ups for Para Transit Operators will come into effect on the first Wednesday of the pay period and are to be completed on the Tuesday prior to the effective date, or as mutually agreed by the Union and Management.**

**(c) The first seven (7) days after the sign-up is posted will be for review purposes only and no signing will take place.**

- (d) A Para transit Operator seniority list and signing schedule stating the time and date for each Para Transit Operator to sign will be developed and posted at the same time as the sign-up is posted.**
- (e) Para Transit Operators will select and sign for their run in order of seniority and in accordance with the posted signing schedule.**
- (f) Operators will have two (2) hours to sign from the time indicated for them on the signing scheduled. Failure to do so will result in a representative of the Union making a selection for the Operator and signing accordingly. The next Operator on the schedule will then be allowed to sign.**
- (g) If an Operator is unavailable to sign on their scheduled date and time they will be required to either call in during their scheduled date and time, leave a number where they may be contacted during their scheduled date and time or leave their choices in writing with the Union prior to their being away.**
- (h) If an employee is not available when a sign-up occurs and in the absence of his previously written preferences, the representative of the Union will select a run on his behalf. The employee concerned will be bound by the run selected until the next sign-up.**
- i) Any questions, concerns or disputes regarding this process will be referred to the Union's Executive Board for evaluation and decision. The decision of the Executive Board is final and binding.**
- (j) When an employee changes his working schedule because of a new sign-up, his work week will commence on the date the sign-up goes into effect and pay hours of work and their days of work will start from the date the new sign-up goes into effect. Operators wishing to change assignments are allowed to do so with the approval of the Manager and Union Executive.**
- (k) The Union and Management will work together to cooperatively develop working sign-ups that contain as many runs with consecutive hours of work as possible. Split runs will be kept to a minimum and set up only after consecutive hour runs have been set up. Split runs will not exceed a spread time of more than twelve (12) hours.**
- (l) Neither party will unnecessarily delay the development or implementation of a sign-up.**
- (m) Whenever possible, Union recommendations for changes to sign-ups will be implemented provided there is no increased financial cost.**

**(n) Spareboard Operators will be included on the regular Operator sign-up but they will not sign for regular runs and it is understood that their work may vary from time to time as conditions dictate. All Spareboard Operators**

12.03 (a) Permanent employees who have signed a regular **full time** shift or Spareboard will be guaranteed a minimum of seven and a half (7.5) hours per day for each day worked.

(b) **Non-Permanent** employees will not be included in the minimum guaranteed hours.

### **12.08 Hours of Rest**

Operators **will** receive a minimum of eight (8) hours rest per day, calculated from the time the shift ends until the commencement of the operator's **report time** the following day.

### **12.10 Vacant Run Bid System**

(a) A vacant run bid system will be used to fill any absence that has a known duration period of at least two weeks or more.

(b) The Bid will be posted for three (3) days prior to taking effect. **The bidding will take place over five (5) business days (refer to clause 9.11).**

(c) i) The Bid will consist of two moves within the Bid. The first Operator move will be to fill initial vacant run and the second Operator move will be to fill the second (2<sup>nd</sup>) run vacancy created by the initial bid. The third (3<sup>rd</sup>) vacant run created by the second (2<sup>nd</sup>) Operator move will be filled by the Spareboard.

ii) **The first (1<sup>st</sup>) vacant run bidding will close at 11:00am on day two (2). The second (2<sup>nd</sup>) vacant run bidding will close at 11:00am on day four (4). The third (3<sup>rd</sup>) vacant run bidding will close at 10:00a, on day five (5).**

(d) Employees will bid on each vacant run by submitting a completed bid form to the **applicable Manager** or their designate. **Employees are bidding on the hours and days of the shift not the equipment or clients associated with the shifts.**

- (e) No bid forms will be accepted after the closing time and date.
- (f) The vacant run will be awarded to the senior employee who has bid for that vacant run.
- (g) Once an employee has been awarded a vacant run through the Bid system they will continue to hold the run for either the duration of the absence or until the commencement of the next Operator sign-up.
- (h) Any disputes arising from this Bid system will be resolved through discussions between the Union and Management.
- (i) **Permanent part time employees who sign a vacant shift will be entitled to the guaranteed hours of that shift.**

### **13.02 Working Excessive Hours**

**Time worked by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1½x) the employee's regular hourly rate of pay for the first two (2) hours and two (2x) the employee's regular hourly rate of pay for all time worked thereafter.**

### **13.05 Bank time**

- (a) Employees will be allowed to bank any overtime or charter time if they so choose.**
- (b) Employees will be allowed to bank up to a maximum of thirty-seven and a half hours (37.5) per calendar year.**
- (c) There will be no re-accumulation of hours beyond the initial banking of thirty-seven and a half hours each calendar year.**
- (d) There will be no carryover of banked hours to the following year.**
- (e) Any unused bank time as of December 31<sup>st</sup> will be paid out.**

### **16.03 Training**

**Employees who have been designated to train new employees will receive \$1.50 per hour in addition to their regular hourly rate of pay.**

### 16.03 Training

**The Union will be allowed fifteen minutes (15) to meet with new employees for orientation purposes, with such time to be scheduled at a mutually agreeable time.**

### 19.03 Union Representation

When an Employer representative calls a meeting with an employee that may lead to the employee being disciplined, the Employer representative **will** notify the employee in advance of the employee's right to have a Union representative present at the meeting to allow the employee an opportunity to obtain Union representation. A meeting that may lead to discipline shall not be unreasonably delayed as a result of an employee's request for Union representation.

### 19.05 Notice of Disciplinary Action

A copy of any disciplinary action imposed upon an employee **will** be provided to the employee and the Union.

### 22.03 Scheduling of Vacation Leave

- a) **The Employer will post the annual Para-Transit Operator vacation sign-up, signing schedule and a copy of the previous year's signing schedule no later than September fifteenth (15th). The employees will sign according to their scheduled date. If they fail to do so, the next person on the list may sign.**
  
- b)
  - i) Employees will sign up for their annual vacation for the next calendar year between **October 1 and October 31**. In order of seniority, the vacation entitlements will be signed for in one-week blocks. Vacation will be considered to be approved upon the employee signing.
  
  - ii) **Para Transit Operators will select and sign for their annual vacation weeks in accordance with the signing schedule posted with the annual vacation sign-up commencing with the first (1<sup>st</sup>) Para-Transit Operator listed on the signing schedule and continuing until all Para-Transit Operators have made their selections and signed the sign-up.**
  
- c) **One operator at a time will be allowed annual vacation from January to December except for the peak periods of Easter, Summer (July and August) and Christmas. The Easter period will commence on the Monday following Easter Sunday and the Christmas period will commence on the first Monday following**

**Christmas Eve. *The Summer period will be from the end of the School year to the start of the School year.***

- d) Upon written notification to the Employer and on a first come first served basis, an employee may change an approved vacation week, provided that a vacant week is available.**
- e) Trades between employees will be permitted provided that management is informed of such trades in writing. **There will be no trading of holiday weeks for the duration of the said sign-up. If a situation arises that is no fault of the operator and/or considered an emergency situation, the trade may be approved after consultation with the Union Executive and Management. Management's decision will be final.****
- f) When it is necessary for the Annual Vacation Relief Operator(s) to work on spareboard, said Operator(s) days off will be designated on operational needs.**
- g) If an Operators annual vacation week or weeks have been deferred due to illness or disability, and their work has been offered to and accepted through the Vacant Bid system, the vacation week will be deemed vacant and the Annual Vacation Relief Operator will work off of the Spareboard with in their Seniority.**

All vacation entitlements must be scheduled and taken in the current calendar year and no carryover of vacation entitlements will be permitted

- 22.04 (a) When an employee has signed for his vacation period and is on his vacation, they shall not be canceled except in case of extreme emergency.**
- (b) When an employee has signed for a vacation period and the employee qualifies for sick leave or bereavement leave prior to and extending beyond the commencement date of the scheduled vacation period, there shall be no deduction from the employee's vacation credits for the period of such leave provided that evidence satisfactory to the Transit Manager has been provided.**
- (c) When an employee qualifies for bereavement leave during the employee's scheduled vacation period, the vacation period so displaced shall be reinstated for use at a mutually agreeable time provided that evidence satisfactory to the Transit Manager has been provided.**

**22.05 Pay to carry on at applicable rates during vacation period.**

**22.06 (a) Operators who have signed vacation relief on the Operator's working signup will be allowed to sign for individual vacation weeks in order of seniority.**

**(b) The City of Lethbridge will guarantee eighty (80) hours bi-weekly, provided the Annual Vacation Relief Operator makes himself available for work.**

**23.01 (b) Should an employee's request for leave be declined by the Transit Manager, he shall have the right to an appeal to the City Manager, and his decision shall be final.**

**25.09 Justification of Cause of Absence**

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

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

**26.03 Continuation of Benefits While Ill or Disabled**

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

**ACCIDENT CLAIMS**

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

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

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



Appendix “A”

Scheduler / Booker title changed to **Scheduling Analyst**

**Delete wage progression LOU**

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE CITY OF LETHBRIDGE**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 987**

**RE: NO CONTRACTING OUT OF WORK**

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

This Letter of Understanding will expire on December 31, 2014.

Signed at Lethbridge, Alberta this 17th day of October, 2012

**LETTER OF INTENT**

**BETWEEN**

**THE AMALGAMATED TRANSIT UNION LOCAL 987**

**AND**

**THE CITY OF LETHBRIDGE**

**RE: EMPLOYEE SENIORITY CALCULATIONS**

It is agreed between the parties that in the recognition of the years of service for the purpose of seniority of Para Transit employees, the City of Lethbridge will recognize the original hire date for employees of the previous employer, Lethbridge Handi-bus Association.

This hire date will apply when the City of Lethbridge is calculating the employee's benefits entitlement, seniority for signing purposes and or promotions and re-engagements.

Signed at Lethbridge, Alberta this 17<sup>th</sup> day of October , 2012.

**Package Proposal - Without prejudice - 5 Feb 2013**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2016</u>	<u>Total</u> <u>Increase</u>
	-	Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1	Dec. 31	-
<b>AAR as a % of Transit Salary</b>	79.6%	<b>84.0%</b>	<b>87.0%</b>	<b>90.0%</b>	<b>93.0%</b>	<b>97.0%</b>	<b>100.0%</b>	
AAR Operator	\$20.39	\$21.93	\$23.23	\$24.57	\$25.39	\$26.48	\$27.30	<b>\$ 6.91</b>
Transit Operator	\$25.60	\$26.11	\$26.70	\$27.30	\$27.30	\$27.30	\$27.30	<b>\$ 1.70</b>
Wage Increase		2.00%	2.25%	2.25%				<b>6.50%</b>
Market Adjustment		5.56%	3.66%	3.52%	3.33%	4.30%	3.09%	<b>23.48%</b>
<b>Total Increase %</b>		<b>7.56%</b>	<b>5.91%</b>	<b>5.77%</b>	<b>3.33%</b>	<b>4.30%</b>	<b>3.09%</b>	<b>29.98%</b>

- 5 year term expiring on December 31, 2016
- AAR Operators would receive the same wage increase as Transit plus a market percentage required to achieve the differential %
- In years 2015 and 2016 AAR Operators would receive a market adjustment plus whatever general increase Transit employees get not to exceed the negotiated differential % (as stated above).
- The Scheduler/Booker/Dispatcher classification would receive the same increases as the AAR Operators until the rate becomes equal to the Accessible Booking Agent classification in the Transit agreement.
- All other items as previously signed off.
- Proposals not identified in this package are considered withdrawn.