

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

THE AMALGAMATED TRANSIT UNION LOCAL 987

(Access A Ride Employees)



January 1, 2020 – December 31, 2024

TABLE OF CONTENTS

1.00 DEFINITIONS 1

2.00 TERM AND EFFECT OF AGREEMENT2

3.00 RECOGNITION AND SCOPE3

4.00 MANAGEMENT RIGHTS4

5.00 UNION RIGHTS AND SECURITY4

6.00 NO DISCRIMINATION4

7.00 Leave Blank.....5

8.00 UNION REPRESENTATIVES AND UNION BUSINESS.....5

9.00 GRIEVANCE PROCEDURES6

10.00 NEW CLASSIFICATION9

11.00 SENIORITY 10

12.00 WORK SCHEDULES AND HOURS OF WORK 11

13.00 OVERTIME 18

14.00 WORKING IN OTHER CLASSIFICATIONS 20

15.00 PAYMENT OF WAGES AND PREMIUMS 20

16.00 JOB POSTINGS, SELECTIONS AND TRAINING 21

17.00 PROBATION & TRIAL PERIODS..... 22

18.00 LAY-OFF AND RECALL 23

19.00 COMPLAINTS AND DISCIPLINARY ACTION 24

20.00 GENERAL HOLIDAYS 25

21.00 LIEU DAYS..... 26

22.00 VACATION 27

23.00 GENERAL LEAVE..... 30

24.00 SPECIAL LEAVES 31

25.00 GENERAL CONDITIONS 33

26.00 OCCUPATIONAL HEALTH AND SAFETY 35

27.00 OPERATOR UNIFORMS 36

28.00 ACCIDENT CLAIMS 38

29.00 BENEFITS	39
30.00 BOOKING OFF	39
31.00 SPAREBOARD	40
32.00 EQUIPMENT	41
33.00 COLLECTIVE AGREEMENTS	41
APPENDIX "A"	42
APPENDIX "B"	43
LETTER OF UNDERSTANDING #1	45
LETTER OF UNDERSTANDING #2	46
LETTER OF UNDERSTANDING #3	47
LETTER OF UNDERSTANDING #4	49
LETTER OF UNDERSTANDING #5	50

THIS AGREEMENT made on the 9 day of March, 2021.

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 *Leave Blank*

1.02 Permanent Fulltime (AAR) Employee – is defined as an employee who has applied for and has been hired by the Employer to fill a posted permanent fulltime position with a minimum guarantee of seventy-five (75) hours bi-weekly and is entitled to benefits.

1.03 Permanent Part-time (AAR) Employee – is defined as an employee who has applied for and has been hired by the Employer to fill a posted permanent part-time position with a minimum guarantee of less than seventy-five (75) hours bi-weekly and is entitled to benefits

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 It is understood that where working days are referred to in this agreement, it means the working days of the employee concerned, unless otherwise specified, not including annual vacation.

- 1.08 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 *Leave Blank*
- 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 (1st) piece of work being two (2) hours or more and every piece of work thereafter, shall 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, 2020 and shall remain in force and effect until December 31, 2024.

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 the Collective Agreement is not given pursuant to Clause 2.02, this Agreement will continue to be in full force and effect from year to year thereafter.

2.04 Agreement to Continue in Force

In the event that notice to amend the Collective Agreement has been given pursuant to Clause 2.02 and a renewal agreement is not reached prior to the current expiry date, all the terms and conditions of this Collective Agreement in accordance with the Alberta Labour Relations Code Division 21 (130) will remain in full force and effect until such time as a renewal agreement is agreed upon or a strike or lockout occurs.

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

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.
- (b) The City agrees to deduct from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. Deductions shall be made from each pay and remitted to the Financial Secretary Treasurer of the Union on a bi-weekly basis.
- (c) 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) Starting and testing new equipment; and
- (c) 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 LEAVE BLANK

8.00 UNION REPRESENTATIVES AND UNION BUSINESS

8.01 Union Representatives

The Union shall list current appointments for the ATU Executive and shop stewards with the Transit Manager and **People and Culture** Department.

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 Three (3) employee's names will be provided to the employer by the Union in writing prior to the commencement of negotiations. In the event that one of the three (3) employees is unable to attend a scheduled meeting, the Union will advise the Employer of the alternate employee at the end of each meeting. The Union will

be responsible to pay only 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.

8.03 Union Business

It is agreed between the parties that hours classified by AAR Union Representatives as Union Business (TRC310) will be included in the calculation of billing for Union Business as per 17.09 (b) of the present ATU 987 Transit Collective Agreement. There is no change to the maximum hours as per 17.09 (b) and AAR Union Business hours will be calculated and reimbursed based on the chronological order of when Union Leave of Business is taken.

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 ten (10) working days after the parties become aware of the alleged grievance. The Employer representative will then have ten (10) working days from that date to respond to the alleged grievance.

If after the meeting to try and resolve the pending grievance the parties are unable to reach an agreed to resolution to the matter, then 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

(a) Grievances shall be submitted in writing to the Transit Manager within ten (10) working days of the response from the informal stage of the grievance process (Clause 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, Business Unit Director, and **People and Culture Business Partner**. 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, Business Unit Director and **People and Culture Business Partner**.

(b) 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 Business Unit Director. The Business Unit Director shall meet with the grievor and the Union within ten (10) working days of the grievance being received to try and resolve the grievance and shall submit a decision in writing, within ten (10) working days to the Union with copies to the City Manager, Transit Manager and **People and Culture Business Partner**.

(c) In the event the decision of the Business Unit 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 they shall meet with the grievor and the Union within ten (10) working days of the grievance being received and submit a decision within ten (10) working days of the grievance meeting with copies to the Union, Transit Manager, Business Unit Director and **People and Culture Business Partner**.

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 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 their former position and reimbursed for all time lost, less any wages earned during the suspension, or receive whatever other remedy the Board deems appropriate under the circumstances.
- 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 a new position is created for which there is no classification, the classification and salary range shall be established by the **People and Culture** Department, and the Union shall be notified of the new classification and pay range without delay. Upon such notification, the classification shall become part of Appendix "A". New Classifications and re-classifications shall be effective from the date the job was **submitted to People and Culture for consideration**.

10.02 Appeals

The Union may appeal the regular hourly rate of pay to the **People and Culture General 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.

10.03 Classification Review Procedure

An employee(s) who considers that the duties or responsibilities of their position have been changed since the last evaluation may request, or have the Union request, a review of their position.

- (a) To initiate such a review request, the employee must obtain a position classification review form from the **People and Culture** Department, or the Union and complete it according to the described instructions on the form. Upon completion, the employee will forward the form to the Manager or designate, for completion and submission to **People and Culture**. Within ten (10) working days of receipt, the Manager or designate must complete their portion of the form, and forward it to the **People and Culture** Department. Upon receipt of the review request, **People and Culture** shall forward a copy of the review request, along with any pertinent document to the Recording Secretary of the Union.
- (b) **People and Culture** shall then review the submission and render a decision. The decision will be communicated to the applicant and the Union as soon as possible.

11.00 SENIORITY

11.01 Seniority

- (a) Seniority shall mean the employee's length of service for the **Access A Ride department**, either accumulated or consecutive commencing from the employee's **most recent** date of hire **in the division**.
- (b) When the employee leaves the Employers service or is dismissed for just cause and is later re-engaged, their seniority will date only from the time of their re-engagement.
- (c) 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.
- (d) 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.
- (e) 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.

- (f) It is agreed between the parties that in the recognition of the years of service for the purpose of seniority of Access A Ride 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.

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

A separate working sign-up for all Statutory Holidays on which Access A Ride service is provided will be posted fourteen (14) days prior to the Statutory holiday and signing shall be completed within seven (7) days of the Statutory Holiday. Where possible the sign-up will consist of similar duration shifts.

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. **The Union will** 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 Access A Ride 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 Access A Ride Operator seniority list and signing schedule stating the time and date for each Access A Ride Operator to sign will be developed and posted at the same time as the sign-up is posted.
- (e) Access A Ride 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 their previously written preferences, the representative of the Union will select a run on their 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 their working schedule because of a new sign-up, their work week will commence on the date the sign-up goes into effect and pay hours of work and their days of work will start from the date the new sign-up goes into effect. Operators wishing to change assignments are allowed to do so with the approval of the Manager and Union Executive.

- (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)
 - i. A permanent fulltime **Operator'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.
 - ii. **A permanent fulltime Office Staff's work week will be Wednesday to Tuesday and will consist of a minimum of forty (40) hours per week based on eight (8) hours work per day and those hours shall be guaranteed to such employees according to their seniority. No employee shall be required to work more than five (5) days in a seven-day period, with such period to be counted from the last of the employee's two (2) days off.**
 - iii. **The Union and Employer agree that the three (3) incumbents currently occupying the office positions of Schedule Planner, Dispatcher and Booking Agent as of January 1, 2020 will maintain their current days of work with Saturday and Sunday**

off. Should the positions become vacant or if any additional positions are created, days and hours worked would be subject to service requirements, which may include weekend schedules.

- (c) All employees upon returning to full duties from an absence not previously authorized must commence a shift in their regular or assigned position to be eligible for additional work.
- (d) The maximum numbers of hours that can be worked per day by any employee is twelve (12) hours in thirteen (13) hour period, unless otherwise specified in this agreement. All work performed beyond a twelve (12) hour spread from the first report of the day shall be paid as overtime.
- (e) After discussion with the Union, work may be dispatched based on operational needs that may exceed a thirteen (13) hour spread.
- (f) Refer to Article 31.00 for Spareboard Operators Hours of Work.
- (g) Employees who perform work in more than one classification or relief position shall not be scheduled to work more than six (6) consecutive days (including part days) without their consent.

12.04 Guaranteed Hours

- (a) Permanent full time (AAR) employees will be guaranteed not less than seventy-five (75) hours bi-weekly, providing they have made themselves available for work. They shall not be scheduled for less than four (4) hours work per day.
- (b) Permanent part-time (AAR) Employee positions will be guaranteed not less than forty (40) hours bi-weekly, providing they have made themselves available for work. They shall not be scheduled for less than four (4) hours work per day.
- (c) 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 AAR 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 first pick up point.

When AAR Operators are required to take a second bus from the barn which was not their originally assigned bus, the employees schedule will be adjusted by

Dispatch to allow 15 minutes to do a safety check on the bus and proceed to the pick-up point. When interval time would apply between dispatch trips, only one (1) report time will be paid. The Schedule by dispatch will include the 15 minutes and no additional time will be paid above the scheduled time.

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:

- (a) known weather conditions;
- (b) travel time; and
- (c) 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.

12.10 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 13.06 of this Collective Agreement.
- (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.

12.11 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).
 - (i) Each bid cycle will consist of a maximum four (4) operator moves.
 - (ii) The first vacant run or shift and the next two runs or shifts that become vacant as a result of the initial move will be made available for bid by all operators in the operator seniority list for the sign-up in which the vacancy occurred. The fourth vacant run or shift and move will be available to the Spareboard operators only. In the event that there are no operators left to fill the vacated Spareboard position that could result from the fourth move, the fourth move will be suspended.
 - (iii) The first (1st) vacant run bidding will close at 11:00am on day two (2). The second (2nd) vacant run bidding will close at 11:00am on day four (4). The third (3rd) vacant run bidding will close at 1000am, on day five (5).
- (c) 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.
- (d) No bid forms will be accepted after the closing time and date.
- (e) The vacant run will be awarded to the senior employee who has bid for that vacant run.
- (f) 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.
- (g) Any disputes arising from this Bid system will be resolved through discussions between the Union and Management.
- (h) Permanent part time employees who sign a vacant shift will be entitled to the guaranteed hours of that shift.

12.12 Charters

Charter work will be assigned first to the Spareboard Operators to make up their guarantee hours of work. Any time worked over seven and a half (7.5) hours will not count toward the guarantee.

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 their 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 their day off, they automatically forfeit their day off. **However, they make bank the time if they so choose.**

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.

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, 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:

- (a) All guaranteed hours of work for staff will take precedence over additional or extra hours of work.
- (b) Regular booked calls will take precedence over charters.
- (c) All work will be dispatched as economically as possible within the provisions of the Collective Agreement and established practices.
- (d) 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.
- (e) 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 in non-negotiable except in cases of emergency such as an equipment breakdown or adverse weather etc.

- (f) Charters will be offered to employee's work provided that the charter is outside their regular hours of work.
- (g) 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) **Unscheduled Overtime** – unplanned overtime to overcome an unexpected bottleneck or to alleviate a behind schedule situation due to an accident or outage that causes an employee to work past their scheduled end time.

Scheduled Overtime – shall be calculated and paid as per article 1.16 Minimum Call Out.

- (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 will be dispatched according to seniority from the last piece of work dispatched the day prior.

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

If the work comes to the Operator previously scheduled for overtime that day or the following day, the Operator will choose between the two

pieces of work and the remaining piece shall be dispatched according to seniority.

- (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, **statutory overtime (20.03,20.01)** or charter time if they so choose. The employee may bank up to a maximum of 37.5 hours at the applicable rate. Once an employee has banked 37.5 hours any subsequent overtime shall be paid at the applicable overtime rate.
- (b) The employee may use hours from the bank and re accumulate hours in the bank to the maximum of 37.5 hours.
- (c) The employee must submit a written request for banked time off at least three (3) days prior to the requested time off. The time off must be mutually agreeable to both the employee and the Supervisor. The minimum request for time off is one-half (1/2) of a shift.
- (d) The employee must indicate on the daily time ticket which includes the overtime, whether the overtime is to be banked.
- (e) **The employee may elect to carry over any unused portion of the overtime bank to the following year, rather than be paid out the remaining balance at the applicable rate.**
- (f) **Overtime worked in emergency situations where cost recovery is possible, may not be banked.**

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. **(unless otherwise specified)**

14.00 WORKING IN OTHER CLASSIFICATIONS

14.01 Lower Pay Classification

Any employee assigned the duties of a lower classification will continue to receive their regular hourly rate of pay for all time worked in the lower classification.

14.02 Higher Pay Classification

Employees who are required to perform the principal duties of a classification with a higher hourly rate of pay on a temporary or ongoing basis will receive the hourly rate of pay of the higher classification, for all time actually worked in that classification.

14.03 Multiple and Additional Job Records

All employees who have additional and multiple job records and perform duties in those jobs will be assigned work based on their hire date to those records.

14.04 Seniority when Transferred/Promoted

- (a) When an employee is transferred or promoted to a new position, the employee shall retain their seniority in the division from which they were transferred (e.g. Maintenance, AAR, Transit or School Bus divisions), for a period not to exceed six (6) months from the date of transfer. This does not apply when changing from permanent status to non-permanent status.

- (b) **The Union and Management agree that there may be special circumstances in which an employee is transferred back to their previous position after one (1) year from the date of transfer. The special circumstances will be reviewed at that time to determine reinstatement of accrued seniority in their previous position.**

15.00 PAYMENT OF WAGES AND PREMIUMS

15.01 Pay Days

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

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

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

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) New employees who undergo training will be paid 100% of the regular hourly rate of pay for the classification for which they have been hired.
- (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 offered by the City of Lethbridge.
- (f) The Union will be allowed **thirty (30) minutes** to meet with new employees for orientation purposes, with such time to be scheduled at a

mutually agreeable time. **The orientation shall take place upon completion of the employee's training.**

- (g) Employees will be paid their regular hourly rate of pay for up to a maximum of 7.5 hours per day to attend training courses or workshops. If the training course or workshop falls on the employee's regular work day they will be paid for the time involved. If the training course or workshop falls on the employee's day off they will be granted another day off in lieu of the day or days they attend the training or workshop. If the employee wishes they may elect to bank the additional time for use at a later date.
- (h) Time spent traveling to or from training courses or workshops on the employee's regular work day will be paid as time worked up to a maximum of 7.5 hours per day. Time spent traveling to or from the training course or workshop outside the employee's normal working hours will be at the employee's expense and not considered work time and as such the employee will not be entitled to any additional pay. Meals and other expenses related to such travel will be paid in accordance with the Employer's travel expense policy. The employee will be required to submit an expense form for reimbursement of any expenses incurred.
- (i) **Employees will be required to have eight (8) consecutive hours of rest as outlined per article 12.09 prior to commencing a work shift upon return from travelling to or from a training course or workshop.**

17.00 PROBATION & TRIAL PERIODS

17.01 Probation Period

- (a) All newly hired Permanent Full Time and Permanent Part time employees will be on probation for a period of **twelve (12)** months from the date of hire. **The Employer will advise the employee of any deficiencies in their performance and abilities on a quarterly basis during the probationary period.** Employees must successfully complete their probationary period. The probationary period may be extended or waived by mutual agreement between the City and the Union with such extension not to exceed an additional six (6) months.

All newly hired Non-Permanent Access A Ride employees will be on probation for a period of 975 accumulated hours worked from the date of hire or **365** calendar days from the date of hire (whichever comes first) 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 calendar days.
- (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

- (a) Any employee awarded a posted position represented by ATU Local #987 shall be in a trial period for **one (1) year** and upon its completion shall be declared permanent in the position. At the end of **six (6) months** employment, the employee will be advised of any deficiencies in their performance and abilities. If the employee proves unsatisfactory during the trial period, or **if the employee** 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.

- (b) **Employees obtaining Non ATU Local 987 Permanent Positions**

If an employee competes for a Non ATU Local 987 permanent position within the City of Lethbridge and is successful, seniority accumulated up to the date of leaving the bargaining unit shall be retained for one (1) year or for the duration of the trial period but the employee will not accumulate any further seniority. During this period the employee shall have the right to return to their former position in the bargaining unit and union dues deductions shall continue to be deducted.

Any other employee promoted or transferred because of this situation shall also be returned to their former position, or 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, and 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 notify an employee of discipline (if required) within fourteen (14) working days from the date the Employer becomes aware of the misconduct, or, where an investigation is necessary, the employer will be granted an additional fourteen (14) working days to notify an employee of discipline (if required).

If an employee commences vacation, a leave of absence or a sick leave claim (short term or long term disability) the discipline timeline will be in abeyance until the employee returns to work.

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 **twenty-four (24)** months of active service provided the following criteria are met:

- (a) the employee has not had any related discipline for a period of **twenty-four (24)** months;
- (b) the discipline is not safety-related; and
- (c) in the case of a suspension, the suspension arose as a result of progressive discipline.

19.07 Employees called in by Management or their designate to discuss accidents, incidents, issues or complaints against the employee with respect to their duties as an employee of the City of Lethbridge shall be paid for all time involved including time spent filling out any required report forms.

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

20.00 GENERAL HOLIDAYS

20.01 Statutory Holidays

The following shall be considered Statutory Holidays:

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

20.02 Not Working on a Normal Work Day

If a Statutory Holiday falls on an employee's regular work day and they do not work, there shall be no deduction from their regular pay.

20.03 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.

20.04 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.

20.05 Non-Permanent Holiday Pay

- (a) Payment for Statutory Holidays, if not worked will be calculated **and paid at an amount that is defined by the General Holiday Pay section of the Employment Standards Code.**
- (b) If a non-permanent employee works on a Statutory Holiday, the employee shall be paid two (2) times their regular hourly rate of pay, **plus an amount that is defined by the General Holiday Pay section of the Employment Standards Code.**
- (c) Spareboard

If a Statutory Holiday falls on a Spareboard Operator's regular work day and they do not work, the Spareboard Operator shall receive 7.5 hours pay at the Spareboard Operator's regular rate of pay.

20.06 The premium rates of pay specified shall be paid only to those employees who work on the actual calendar day of the Statutory Holiday.

20.07 If any Governmental Body whose authority is binding in these matters proclaims a holiday, it will be recognized as a legal holiday except when replacing a holiday named in this section in which case the proclaimed holiday only shall be recognized.

21.00 LIEU DAYS

- (a) If a Statutory Holiday falls on an employee's day off, they shall be entitled to an extra days pay for same or be given a day off with pay, at the employee's option. The day off to be arranged at the mutual convenience of both parties. The request for the day off shall be made in writing, seven (7) days prior to the date of the day to be taken off, and the employee will receive a reply in writing, within three (3) working days of the date the request was made. Days in lieu of Statutory Holidays may be taken up to

30 days in advance of the statutory holiday except New Year's Day. When a day in lieu is taken and the employee's schedule changes resulting in the Statutory Holiday falling on the employee's regular work day, the employee will be required to reimburse the monies received for the day in lieu.

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

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-fourth (24th) calendar year, the employee shall receive six (6) weeks' vacation.

22.02 Vacation Pay

- (a) Pay to carry on at regular rates during vacation period.
- (b) All non-permanent employees will be paid holiday pay on a bi-weekly basis.
- (c) 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 Access A Ride 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.
 - (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) Access A Ride Operators will select and sign for their annual vacation weeks in accordance with the signing schedule posted with the annual vacation sign-up commencing with the first (1st) Access A Ride Operator listed on the signing schedule and continuing until all Access A Ride Operators have made their selections and signed the sign-up.

- (b) The first day of Annual vacation must always commence on Monday.
- (i) A minimum of 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.

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

- A minimum of three (3) Operators during Easter & Christmas periods
 - A minimum of three (3) Operators during the summer period
- (ii) If an expansion of blocks is required to cover vacation entitlement, then such expansion will be done in accordance within the staffing model of the department.
- (c) 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.
- (d) 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.
- (e) 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.

If an Operators annual vacation week or weeks have been deferred due to illness or disability, and their work has been offered to and **covered** through the Vacant Bid system, the vacation week will be deemed vacant and the Annual Vacation Relief Operator will work off of the Spareboard. **The Annual Vacation Relief Operator days off shall be assigned as per the schedule of the Operator shift in which they had selected from the vacation calendar.**

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 their vacation period and is on their 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

- (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 themselves available for work.

23.00 GENERAL LEAVE

23.01 Granting of Leave

- (a) Leave of absence will be granted only insofar as the operation of the department will permit and the period of absence shall not exceed three (3) months. Extended leave beyond three (3) months and to a maximum of twelve (12) months may be granted upon the approval of the Transit Manager.
- (b) The employee must give sufficient and reasonable notice in writing unless in case of emergencies to the Transit Manager or the Manager's designate.
- (c) Such request, if authorized, shall be authorized by the Manager or designate.
- (d) Employees on leave shall give at least six (6) weeks' notice of intent to return to work if earlier than the agreed upon date. Upon the return from such leave, the employee shall be entitled to their former position.

- (e) Should an employee's application be refused, they shall have the right to an appeal to the Business Unit Director, whose decision shall be final.
- (f) Employees taking other employment while on leave of absence, unless authorized by the Transit Manager to do so, shall be considered to have terminated their service with the Employer. Employees working in other occupations while off sick or on WCB shall require approval by the Employer.
- (g) Sufficient and reasonable notice must also be given for an extension of a leave of absence which also must be authorized by the Manager or designate. If such authorization is not received and the employee has not returned to work at the expiration of their authorized leave, the employee shall be considered to have terminated service with the Employer. The application for extension of leave must be in writing, but where this is not possible, it can be requested verbally but must be confirmed in writing within five (5) days.
- (h) An employee who has been granted a leave of absence of any kind, for any period, is responsible for benefits premiums and pension contributions during the period of leave. The employee may choose to continue or drop benefits or pension during the period of leave unless prohibited by benefit contracts or law.

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 Bereavement Leave

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

guardians, grandchildren, daughter-in-law, son-in-law, grandfather-in-law, grandmother-in-law, step father, step mother, and step child.

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

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

- (b) If an employee requires traveling time exceeding the maximum of three days (3) of allowable Bereavement Leave, the employee may apply to the Transit Manager for traveling time up to a maximum of two (2) days.
- (c) Permanent employees on Bereavement Leave shall receive the rate of pay being paid on the working day prior to going on leave. Non-permanent employees shall receive pay according to the hours they would have worked and the rate of pay they would have received on the requested day(s) of Bereavement Leave.
- (d) If a Permanent Full-time or Part-time employee is designated to act as a pallbearer on a day that they are scheduled to work the employee will be granted four (4) hours off with pay if the funeral is held within the City of Lethbridge. Full-time employees will be granted 7.5 hours off with pay if the funeral is to be held outside of the City of Lethbridge. Part-time employees will be granted their regularly scheduled hours. All pay to be paid at the employee's regular hourly rate of pay. The employee must provide proof of pallbearer status.

24.03 Jury and Witness Leave

- (a) Any employee who is subpoenaed as a witness in a civil case in which the City Solicitor certifies the City as having an interest, or is called as a witness in a criminal or quasi-criminal case which the City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving provided the employee turns over to the City any fees or payment received by the employee for appearing as such witness.
- (b) Where an employee is subpoenaed for jury duty, they shall be entitled to receive their normal days' pay or such fees as are awarded whichever is the larger amount. Should the employee elect to receive their normal working days pay, the attendance fees must be paid over to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.

24.04 Child Birth/Adoption Leave

- (a) Upon request, an employee shall be given one (1) day paid and two (2) days unpaid leave of absence for the purpose of attending the delivery of their child, or attending to the release from hospital of the partner who has given birth, or for obtaining custody of a child who has been legally adopted.

25.00 GENERAL CONDITIONS

25.01 Medical Exam

The Employer reserves the right at any time to require an employee to submit to a medical examination, provided it be at the expense of the Employer. Where the examination indicates the employee may be medically unfit to continue in their employment, the employee shall submit to examination by a Medical Board (provided it be at the expense of the Employer) whose majority opinion shall be accepted as final and conclusive by the Employer and the employee. Where the Board rules that for medical reasons the employee should not continue in their employment, and an accommodation is needed, the Corporate Policy on Employee Accommodation will be implemented.

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

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

25.07 Driver's 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

- (a) 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 **and will be subject to the disciplinary process.**

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

25.10 Education and Counselling

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

26.00 OCCUPATIONAL HEALTH AND SAFETY

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.

26.04 Vacation and Holiday Credit Accumulation

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

27.00 OPERATOR UNIFORMS

27.01 Access A Ride Operators & Dispatchers

(a) The standard uniform issue for Access A Ride 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 gloves (to be approved by Management)

(b) Newly hired Access A Ride 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 (i.e.: 2 long sleeve, 1 golf shirt, 2 short sleeve shirts.)

- (e) The point value of each article of the uniform will be as follows:

Uniform Replacement Point System			
Article	Quantity	Points Per Unit	Total
Pants/Shorts	4	68 Pants/61 Shorts	272/244
Dress (LS or SS)/Golf Shirts	5	54/51/26	270/255/130
Sweater	1	49	49
3 Season Jacket	1	239	239
Rain Jacket	1	67	67
Baseball Cap	1	6	6
Toque	1	8	8
1 pair Gloves	1	18	18

Note: Annual Point Allocation is a maximum of 400 Points

A request by an employee for an article replacement that exceeds the Max(Quantity) as per the Chart may be made to the applicable Manager or designate who will have the authority to make the final determination for replacement. Any requests must fall within the Annual Point Allocation maximum.

- (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 addition or change in the style or colour of the clothing issued to Access A Ride Operations employees shall be made in consultation with the Uniform Committee and within the assigned budget and points allocation. The Uniform Committee shall be composed of two (2) Union members and one (1) Management member.
- (k) A one hundred (\$100.00) dollar footwear allowance will be paid to all AAR Operators and Coordinators each year.
- (i) All footwear worn by AAR Operators and Coordinators must have a protective toe-cap and be approved by Management.

- (ii) Submission and acceptance of receipts will be done by the first (1st) of September to coincide with the ordering of uniform replacement.
- (iii) Submission requests for the allotted footwear allowance to be paid as taxable income will be accepted until the (1st) of September each year.
- (iv) After the (1st) of September each year, the entire amount allotted for the footwear allowance will be paid on the following pay period as taxable income to Employees that have not provided a receipt

First allowance effective September 1, 2017

- (l) Upon presentation of receipts, pregnant female employees will be provided with up to two hundred dollars (\$200.00) towards the purchase of maternity uniform clothing of appropriate style and colour.

27.02 Uniform Cleanliness and Appearance

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

27.03 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

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

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

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

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.

30.00 BOOKING OFF

30.01

- (a) In the case of sickness, an employee shall notify the Dispatcher, Supervisor, or applicable office staff at least one (1) hour prior to the report time of a 10:00 a.m. or earlier scheduled work shift or at least two (2) hours prior to the report time of any scheduled work shift commencing after 10:00 a.m.
- (b) Booking off for reasons other than sickness or emergency shall only be permitted if the employee has submitted a request to the respective Supervisor in writing and has received approval to book off.
- (c) Employees whom have booked off will be required to report for their next scheduled shift. If an employee is unable to report for that shift, they must notify dispatch to book off according to Article 30.01(a) or 30.01(b).

30.02 Employees booking off for sickness or accident, except in case of emergency, will not receive sick pay for their shift unless they have notified the Dispatcher, Supervisor, or applicable office staff at least one (1) hour prior to the report time of a 10:00 a.m. or earlier scheduled work shift or at least two (2) hours prior to the report time of any scheduled work shift commencing after 10:00 a.m.

30.03 Employees will not be entitled to any time booked off or missed in computing their minimum guaranteed hours.

30.04 In the event that an Operator books off for sickness or other emergency reasons at night, or on weekends, Coordinators shall call out a Spareboard Operator according to their Spareboard seniority to avoid re-scheduling. Any other times, there shall be twenty-four (24) hours' notice before re-scheduling takes place.

31.00 SPAREBOARD

31.01

- (a) Spareboard Operators will be included on the regular Operator sign-up. It is understood that their work will vary as conditions dictate.
- (b) All Spareboard Operators signing for Spareboard work will be subject to variable conditions as contained in this Agreement.

31.02

- (a) Spareboard Operators may be required to work six (6) days per week.
- (b) Spareboard Operators will have two (2) scheduled days off per week.
- (c) Spareboard Operators' days off will normally be Sunday and another day. If a Spareboard Operator is required to work Sunday at a regular rate of pay, the work must be posted Friday.
- (d) Management will allow four (4) days off bi-weekly and to provide regular days off if possible.
- (e) A Spareboard Operator's day off is designated when the Access A Ride Dispatcher posts the next day's work and the Spareboard Operator has signed it.
- (f) The Access A Ride Dispatcher will schedule Saturdays off for the Spareboard Operators on a rotational basis which will continue to rotate with the new sign-up.
- (g) Permanent Full time and Permanent part time Spare board operators will be on a separate Saturday rotation list.
- (h) When a Spareboard Operator is designated to be off Saturday, they will not be required to work Sunday.

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

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

31.05

- (a) Spareboard Operators may be scheduled to work in excess of twelve (12) hour spread commencing from their first report of the day and are required to be available for the balance of the twelve (12) hours. If said Operator made themselves available but did not work, they will still receive guaranteed hours up to seventy – five (75) hours bi-weekly.

- (b) Management will not assign scheduled work that will exceed a (13) hour spread.
- (c) Spareboard Operators, in order of seniority, will be assigned the shift with the earliest end time **where possible**.
- (d) It is understood that the dispatching of Spareboard work will be done in a manner consistent with the economical operation of the system.

31.06 Spareboard Operators who have a portion of their signed time as work in the Transit Garage will have the first opportunity in order of seniority, of taking any extra non-scheduled driving not included in the regular or spare board sign-ups, up to the minimum guaranteed hours.

31.07 Spareboard Operators will be paid the Access A Ride Operator start or job rate as applicable, whether driving or performing other work.

31.08 Spareboard Operators' duties include driving and working in the garage and related duties.

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

32.00 EQUIPMENT

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

33.00 COLLECTIVE AGREEMENTS

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

APPENDIX "A"

HOURLY RATES OF PAY

	Job Code	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
COLA Adjustment		1.50%	0%	0%	1.50%	2.00%
Operator	733P					
Start Rate		\$27.68	\$27.68	\$27.68	\$28.10	\$28.66
Job Rate (1+Year)		\$30.75	\$30.75	\$30.75	\$31.21	\$31.83
Operator Start Rate Grandfathered	733PGF	\$29.99				
Accessible Booking Agent	704J					
Start Rate		\$28.81	\$28.81	\$28.81	\$29.24	\$29.82
Job Rate (1+Year)		\$32.00	\$32.00	\$32.00	\$32.48	\$33.13
Dispatcher	732D					
Start Rate		\$28.81	\$28.81	\$28.81	\$29.24	\$29.82
Job Rate (1+Year)		\$32.00	\$32.00	\$32.00	\$32.48	\$33.13
Schedule Analyst	731S					
Start Rate		\$28.81	\$28.81	\$28.81	\$29.24	\$29.82
Job Rate (1+Year)		\$32.00	\$32.00	\$32.00	\$32.48	\$33.13

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 1st to December 31st.

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

FOR THE CITY OF LETHBRIDGE
(EMPLOYER)

FOR THE AMALGAMATED TRANSIT UNION
DIVISION #987 (UNION)



C. Spearman, MAYOR



T. Oberg, PRESIDENT/BUSINESS AGENT



B. Hilford, CITY CLERK




S. Smith, VICE PRESIDENT

BARGAINING COMMITTEE

BARGAINING COMMITTEE



P. Rocca



T. Oberg



T. Sanderson

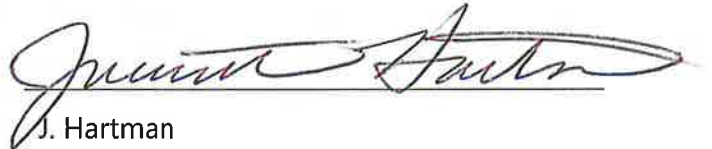


S. Smith

S. Grieco



M. Loxton



J. Hartman



J. Ng

LETTER OF UNDERSTANDING #1
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE AMALGAMATED TRANSIT UNION, LOCAL 987

RE: NO CONTRACTING OUT OF WORK

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

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

This Letter of Understanding will expire on December 31, **2024**.

Signed at Lethbridge, Alberta this 8 day of OCTOBER, 2021.

LETTER OF UNDERSTANDING #2

BETWEEN

CITY OF LETHBRIDGE

AND THE AMALGAMATED TRANSIT UNION LOCAL 987

RE: SECURITY CAMERAS, MOBILE DATA TERMINALS AND NEW TECHNOLOGY

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

This Letter of Understanding will be in effect until December 31, **2024**.

Signed at Lethbridge, Alberta this 8 day of October, 2021.

LETTER OF UNDERSTANDING #3

BETWEEN

CITY OF LETHBRIDGE

AND THE AMALGAMATED TRANSIT UNION LOCAL 987

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

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

Program Application

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

Eligibility Criteria

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

Terms of the VSIO Program

- 1) A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) weeks' pay plus a lump sum payment of \$2,500.00.

- 2) Each year of continuous service with the City of Lethbridge will be counted towards the above calculation.
- 3) Applications must be accompanied by a written resignation date for no later than the date specified by the City Manager when the program is activated for the specific employee group.

Application Process

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

Signed at Lethbridge, Alberta this 8 day of October, 2021.

LETTER OF UNDERSTANDING #4

BETWEEN

CITY OF LETHBRIDGE

AND THE AMALGAMATED TRANSIT UNION LOCAL 987

RE: ALTERNATE WORK SCHEDULE

It is agreed between the parties that within six (6) months following the ratification of the collective agreement a subcommittee will be created with the purpose of investigating an Alternate work week schedule outside the existing work schedules.

Signed at Lethbridge, Alberta this 8 day of OCTOBER, 2021.

LETTER OF UNDERSTANDING #5

BETWEEN

CITY OF LETHBRIDGE

AND THE AMALGAMATED TRANSIT UNION LOCAL 987

RE: ALTERNATE WORK SCHEDULE

This Letter of Agreement (LOA) will outline the protocols for covering the Dispatcher, Schedule Planner and Booking Agent in the Access A Ride (AAR) office.

- 1) The City will post and hire:
 - a. AAR Relief Dispatcher**
 - b. AAR Relief Schedule Planner**
 - c. Relief Booking Agent****

- 2) The AAR Dispatcher, AAR Schedule Planner and Booking Agent will be covered by the relief employee hired to cover aforementioned position. The request for coverage will be at the discretion of the Manager based on operational requirements. Only hours approved for coverage by the Manager will be paid at the Relief position wage.**

- 3) In the event that the relief employee(s) is unavailable to cover the work they were hired for, the work will then be offered to the other relief employees on a seniority basis. The request for coverage will be at the discretion of the Manager based on operational requirements.**

- 4) The City is committed on an ongoing basis to have the relief employee(s) cross trained in each position to ensure coverage of the AAR Dispatcher, AAR Scheduler Planner and Booking Agent in their absence.**

Signed at Lethbridge, Alberta this 8 day of OCTOBER, 2021.