

MEMORANDUM OF SETTLEMENT

BETWEEN

THE CITY OF EDMONTON
(the "City")

-and-

Amalgamated Transit Union Local 569
("ATU 569")

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

The undersigned representatives of the parties do hereby agree to present and support, as the best offer, to their respective principals the following changes to the 2019-2020 Collective Agreement.

All signed amendments to the previous 2019-2020 collective agreement, as set out herein, shall form part of this agreement. Any Articles, Clauses or Letters of Understanding including attachments, not addressed within this Memorandum but existing in the previous 2019-2020 collective agreement and/or signed during the life of the 2019-2020 collective agreement, are renewed with no other changes and form part of the new collective agreement.

The Parties agree that in final editing of the renewed collective agreement, the Parties may agree to other editorial changes to address clerical errors and implement current terminology such as name changes (e.g. General Manager to Deputy City Manager) and ensuring appropriate GBA+ pronouns, as they identify any oversights subsequent to the date of this Memorandum.

1. Term

The collective agreement will have a 2 year term, commencing on December 20, 2020 to December 31, 2022

2. Wages

The parties agree that Appendix 1- Schedule of Wages - shall be subject to a general wage increase as follows:

2021 - 0% general wage increase effective December 20, 2020

2022 - 1% general wage increase effective December 19, 2021

3. Retroactive Pay

The undersigned agree to AMEND Article 23.02.01

23.02.01 Employees within the jurisdiction of ATU 569 as of the signing of this Agreement shall be entitled to any retroactive adjustment only to December 20, 2023, 2018. Such retroactive pay will be based on:

- the employee's regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, and
- their employment in a classification or classifications listed in Appendix I—*Schedule of Wages* of this Agreement.

4. The undersigned parties agree to add a new Letter of Understanding as follows:

LOU # _____ - Hours of Work Fleet Services Branch

This LOU will amend clause 7.01 only for employees within the Fleet Services Branch. All other clauses within Article 7 will apply to these employees.

The regular hours of work for all "types of positions" within the Fleet Services Branch shall be 80 hours bi-weekly.

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

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

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

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

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

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

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

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

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

7.01.056 A new maintenance sign-up shall take place at least once per year ~~at least every 4 months~~ or as mutually agreed by the parties. **Should permanent vacancies occur in a location during the term of the signup, employees of that classification shall be able to apply to transfer during the signup to that location. Seniority shall be the determining factor of which employee is successful in transferring into the permanent vacancy.**

5. The undersigned parties agree to AMEND Article 7.06 as follows

7.06 Shift Differential

~~An employee who works a scheduled shift, the major portion of which falls between the hours of 16:00 and 08:00, shall receive a shift differential of \$1.00 for each hour of that shift.~~

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

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

6. The undersigned parties agree to add a new Letter of Understanding as follows:

LOU # _____ - Sign-ups Community Standards Branch

Article 8.02 will be amended as follows for employees within the Community Standards Branch.

8.02.11 During the sign-up process, ~~and during the period of the sign-up~~, shifts will not be changed without the concurrence of a Union representative,

****8.02.12 During the period of the signup if there is to be permanent change in the employee's assigned shift or platoon they shall be provided with 7 calendar days notice of the change.**

The 7 days notice of shift change will be used when operationally required however the area will first offer voluntary options for shift changes to fill shortages on required teams.

If there are no volunteers for a shift change, and the team is 1 below minimum staffing for a defined short period of time the shortage may be filled using Overtime.

7. The undersigned parties agree to AMEND article 9.02 as follows

- * 9.02.02.01 A list showing the vacation allowance which employees of Group II will be eligible for in the current vacation year will be posted on appropriate bulletin boards, **or shared by electronic means**, by ~~March 1~~ November 1 of each year. The vacation time schedule for Group II employees will be completed and posted, **or shared by electronic means**, in the Department by ~~April 15~~ December 15 of each year.

- * 9.02.02.02 A list showing vacation allowance which employees of Group III will be eligible for in the current vacation year will be posted on appropriate bulletin boards, **or shared by electronic means**, by ~~January 7~~ th of each year. The vacation time schedule for Group III employees will be completed and posted, **or shared by electronic means**, in the Department by January 31st of each year

8. The undersigned parties agree to AMEND article 9.05 as follows

***9.05.01.01 (REVISED)**

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

ANNUAL FOOTWEAR SUBSIDY

For Group 1 employees, the City shall subsidize the purchase by those operational staff governed by Part I, 9.05.01 of one pair of approved standard shoes in the amount of 50% of the cost of such standard shoes or ~~\$75 (\$85 effective December 27, 2015)~~ whichever is the lesser. Operational staff in the service of the City as of January 31 shall receive an annual payment of such shoe allowance as soon as reasonably possible. ~~This shoe subsidy does not apply to Group III employees.~~

For Group III employees only, the City will subsidize the purchase of one pair of appropriate, specialized footwear, approved by the City, in the amount of 50% of the cost, up to a maximum of ~~\$100 (\$150 effective December 27, 2015)~~ per calendar year. The clothing issue listed below shall constitute the exclusive items to be worn when wearing them in uniform. The City, at its discretion, may offer additional options~~at cheiees~~

Employees are responsible for reporting to work in their proper uniform, each item being in a state of good repair. Employees may use their points to obtain the uniform items that they require at any given time. The employee is responsible for managing their points to be able to obtain appropriate uniform items to ensure they are reporting in a proper uniform. Points may only be used to obtain articles identified as City Uniforms for their position. Employees will only be allowed to have a maximum of 2 years of points in their points bank.

OPERATOR POINT ALLOCATIONS

Item	Every X Years	Quantity	Points per Set	Points/Year	Points per Article
Shirts (option short or long) or Sweater	2	4	80	40	20
Pants/shorts	2	3	207	103	69
Headwear	2	1	9	5	9
3-in-1 Coat/Windbreaker	2	1	173	86	173
Ties or Scarves	2	2	23	12	12

Total Annual Points - 276

DISPATCHER POINT ALLOCATIONS

Item	Every X Years	Quantity	Points per Set	Points/Year	Points per Article
Shirts	2	4	80	40	20
Pants	2	3	224	112	75
Headwear	2	1	9	4	9
3 Season Coat	4	1	202	50	202
Ties	2	2	10	5	5
Winter Jacket	6	1	228	38	228
Sweaters	2	1	38	19	38
1 Stripe Epaulets	2	6	19	10	3

Total Annual Points - 279

INSTRUCTOR POINT ALLOCATIONS

Item	Every X Years	Quantity	Points per Set	Points/Year	Points per Article
Shirts	2	4	80	40	20
Pants	2	3	224	112	75
Headwear	2	1	9	4	9
3 Season Coat	4	1	202	50	202
Navy Ties	2	2	10	5	5

Winter Coat	6	1	228	38	228
Sweater	2	1	38	19	38
Epaulet 1 Stripe	2	6	19	10	3
Rain Coat	6	1	172	29	172
Scarf	2	2	31	15	15
Tunic	2	1	60	30	60
Winter Pants	3	1	122	41	122
Wool Lined Gloves	2	1	51	25	51

Total Annual Points - 419

Peace Officers

Item	Every X Years	Quantity	Points per Set	Points/Year	Points per Article
shirts	2	4	80	40	20
pants/shorts	2	3	107	53	36
sweater	2	1	16	8	16
undershirt (tunic)	2	4	16	8	4
ties or scarves	2	2	4	2	2
pair gloves	2	1	20	10	20
Touque	2	1	4	2	4
3 season coat (bomber jacket)	4	1	87	22	87
rain coat	6	1	102	17	102
winter coat	6	1	86	14	86

Total Annual Points - 177

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

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

A clothing committee for Group 1 will be established which shall meet at least one time per year. This committee is to provide feedback and information to the City in relation to the uniform items identified and provided by the City.

* 9.05.01.02 The first issue of clothing will be made as soon as possible after successful completion of the Department training program. The employee will be required to pay Edmonton Transit 1/2 of the cost of this first issue. Payment may be made by payroll deduction, but the title to all articles so issued shall remain with the Department until the total indebtedness is discharged. All subsequent clothing issues shall be free of charge to the employee.

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

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

9.05.01.03 No Change (reimbursement if half life of most recent issue has not occurred)

9.05.01.03.01 No Change (original issues - half life reimbursement)

9.05.01.03.02 No Change (subsequent issues)

9.05.01.04 No Change (determination of half life)

9.05.01.05 No Change (retain all clothing in possession upon retirement)

9.05.01.06 **The Point allocation will be distributed by the end of the first week of January each year. The regular issue of uniform entitlement shall be made May 1st of each calendar year, and the regular issue of winter-type coats and gloves shall be made October 1st. The issue of uniform entitlement will be made only from the designated City uniform store. Transportation Clothing Stores.**

9.05.01.07 No Change (if become eligible after Oct 31 of a year)

9.05.01.08 Propose delete current - employees make an appointment with Uniform works and measurements occur then - and replace with:

If an employee has ordered clothing through the designated store and fails to pick the items up within 3 months of the date notified the clothing is available, the clothing will no longer be available and the points will remain deducted from the employee's clothing points bank.

~~When measurements for a clothing issue are required, a notice of such requirement shall be sent to the members' City email address and the members will be notified by their immediate supervisor enclosed with the employee's pay cheque stub. The notice shall also designate the place for eligible employees to report for measurement and shall stipulate a time limit for such measurement. An employee who does not report to the designated place for measurement within the time limit specified in the notice shall~~

~~waive all claims to their clothing issue for that replacement term. Exceptions to the provisions of this clause shall only be made in the event that an employee is absent from work due to illness, injury, vacation or approved leave on the termination date of the time limit stipulated for measurement, in which case the employee will receive a notice to confirm their current measurement.~~

9.05.01.09 Provided an operational employee provides sufficient evidence of satisfactory uniform appearance to the Department, such employee may, for the retirement year, choose to receive a dollar amount equivalent to the costs of the clothing issue that they would have received in the year of retirement, provided that such request is made prior to the employee being measured for the clothing issue ordering their clothing, or the remaining equivalent value in unused points in their clothing points bank, whichever is less.

9.05.01.10 delete clause as encompassed in the points system (clothing exchange)

9. The undersigned parties agree to AMEND article 9.05.02 as follows

New - 9.05.02.04

As an alternative to the conditions of Articles 9.05.02.02 and 9.05.02.03, the City may choose to provide **coveralls for technical trades** such that each tradesperson will have a clean over-wear set each day. **The City may choose to provide more than three pairs of overwear to other classifications.** If available employees may choose between ~~coveralls, smocks and pants/shirts~~ or any combination of coveralls, pants/shirts, and smocks. Regardless of which alternative the City chooses, the City will provide for laundering and repair for all over-wear herein agreed to.

10. The undersigned parties agree to AMEND article 9.07 as follows

9.07 Tool Allowance

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

9.07.02 ~~Tool allowance payments, listed in Appendix II(a) will be adjusted by the same rate as the previous year's negotiated general wage adjustment.~~

~~For example, the payment due in April of any year will include an adjustment reflecting the previous year's general wage increase.~~

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

11. The undersigned parties agree to AMEND Appendix 1 as follows:

Add into the wage schedule any new classifications signed during the term of the previous agreement

12. The undersigned parties agree to renew all current Letters of Understanding to the agreement and agree to add in any Letters of Understanding signed during the term of the previous agreement

13. The undersigned parties agree to AMEND Part II Article 2 as follows

2.06 Duration of Benefits

Effective 2 full pay periods after ratification, Article 2.06 shall be amended as follows. Employees on LTD as of the effective date shall remain eligible for LTD benefits until attaining normal retirement age. All other employees shall be eligible for LTD benefits as per the following

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

2.06.01 For a duration equal to the months of premiums the employee has paid into the LTD plan. Should an employee be unable to return to work when they have exhausted their LTD benefits they shall be considered to have terminated their employment with the City of Edmonton. ~~The date prior to the day the member attains normal retirement age.~~

2.06.02 The date the member is no longer disabled as defined by the terms of this Plan.

2.06.03 The date the member dies.

2.06.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Income Protection or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective.

2.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

14. The undersigned parties agree to amend any typographical/formatting errors or amend language for the purpose of clarification (including changing Transit System to Transit Service).

15. All signed amendments (attached) to the 2018 -2020 collective agreement shall form part of this agreement.

This Memorandum of Settlement, if accepted and ratified, shall become effective in accordance with the provisions of the Alberta Labour Relations Code

SIGNED THIS _____ day of _____, 2021

Amalgamated Transit Union
Local 569

City of Edmonton

**Attachment to the Memorandum of Agreement
Amalgamated Transit Union Local 569/City of Edmonton
2021 Negotiations**

June 22, 2021

New 5.04.02

The City shall provide the Union with documentation of all employees who leave the ATU jurisdiction ~~separate employment with the City or transfer to another area of the City or take an unpaid Leave of Absence of any kind.~~

Such documentation shall be provided by way of a monthly report from the City ~~becoming aware of the employees intention to change.~~

Renumber 5.04 to 5.04.01

AGREED:

Date:

June 22/21.

AMALGAMATED TRANSIT UNION
LOCAL 569



CITY OF EDMONTON

Peck H. Thong

**Attachment to the Memorandum of Agreement
Amalgamated Transit Union Local 569/City of Edmonton
2021 Negotiations**

June 23, 2021

6.02.05

The operator signup sheet shall be posted in a conspicuous place in each operators' room not less than 5 days before any signup commences except in case of pressing necessity when the intervening period may be shorter, but in no case for less than 3 days. Operators shall make their shift selections using the electronic system promptly within a reasonable timing schedule designated by the Branch.

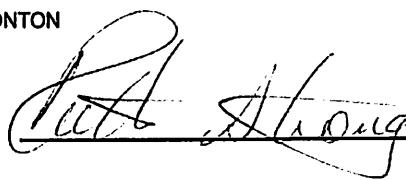
AGREED:

Date: June 23 2021

AMALGAMATED TRANSIT UNION
LOCAL 569



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement
Amalgamated Transit Union Local 569/City of Edmonton
2021 Negotiations**

June 23, 2021

9.02.03 Operator Vacation Quotas

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

Signup Periods	% of Operators
February	3.50%
April	5.50%
June	10.50%
September	3.50%
December	4.50%

AGREED:

Date: June 23/21.

AMALGAMATED TRANSIT UNION
LOCAL 569



CITY OF EDMONTON



**Attachment to the Memorandum of Agreement
Amalgamated Transit Union Local 569/City of Edmonton
2021 Negotiations**

June 22, 2021

The parties agree to amend the attached list of job titles as identified. They further agree to amend any gender specific language to gender neutral language.

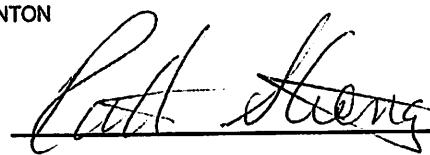
AGREED:

Date: June 22, 2021.

AMALGAMATED TRANSIT UNION
LOCAL 569



CITY OF EDMONTON



Job Code	Current Classification Titles	2021 Gender Neutral Change
1397	Senior Transit Training Instructor	
936	Scheduler Shift Designer	
932	Transit Training Instructor	
2247	Scheduling Assistant	
934	Dispatcher	
1407	Charters/Park'n Ride Officer	
927, 928 930,	Transit Operator	
931	Community Service Operator	
1986	Vehicle/Equipment Technician	
1990	Electro Vehicle Mechanic Foreman	Electro Vehicle Mechanic Foreperson
1991	Garage Foreman I	Garage Foreperson I
2008	Fleet Maintenance Planner	
2025	Trades Training Coordinator	
1999	Auto Bodyman Foreman	Autobody Technician Foreperson
2046	Leading Electro Vehicle Mechanic	
2135	Shop Controller	
2007	Maintenance Coordinator (LRT)	
1401	Maintenance Coordinator (Plant)	
1989	Electro Vehicle Mechanic	
2045	Leading Mechanic	
2024	Service Trainer	
2009	Lead Autobody Mechanic	
1987	Mechanic (incl. EVM Trainee)	
1997	Auto Bodyman Mechanic	Autobody Technician
2048	Machinist	
2049	Welder	
3209	LRT Service Foreman	LRT Service Foreperson
1985	Service Foreman	Service Foreperson
1996	Upholsterer & Trimmer	

2230	Tire and Tow Truck Foreman	Tire and Tow Truck Foreperson
2051	Track Crew Foreman	Track Crew Foreperson
2044	Partsman Foreman	Parts Technician Foreperson
962	Utility Crew Foreman	Utility Crew Foreperson
2028	Stores Coordinator	
2027	Partsman II	Parts Technician II
2029	Leading Fare Collection Equipment Maintainer	
2026	Partsman	Parts Technician
1994	Fares Equipment Maintainer	
1994	Fares Equipment Maintainer (Bus)	
950	Maintenance Repairman Foreman	Maintenance Repair Foreperson
969	Sub-Foreman	Sub-Foreperson
2054	Operator/Maintainer	
3206	Tow Truck Operator / Service Person	
1993	Brake Lathe Operator	
2003	Leading Tire Repairman	Leading Tire Repairperson
2006	Track Maintainer	
2050	Leadhand Service Person	
949	Maintenance Repairman	Maintenance Repairperson
1992	Maintenance Repairman	Maintenance Repairperson
2047	Trades Helper	
2004	L.R.T. Serviceman	L R T Serviceperson
2002	Serviceman	Serviceperson
2010	Tire Repairman	Tire Repairperson
968	Utilityman	Utility Worker
970	General Purposeman	General Purpose Worker
2090	General Purposeman	General Purpose Worker
2001, 2005	Bus Cleaner	
2143	Machinist/Mechanic	
1995	Welder/Mechanic	

955	Apprentice Machinist
1988	Apprentice Heavy Duty Mechanic
1998	Apprentice Auto Bodyman Mechanic
924	Apprentice Partsman
1935	ERTS Security Training Officer
1934	Investigator (7.5 hrs)
1933	Sergeant (8 hrs)
1932	Transit Peace Officer
1925	Security Room Monitor
	Transit Security Dispatcher

**Attachment to the Memorandum of Agreement
Amalgamated Transit Union Local 569/City of Edmonton
2021 Negotiations**

June 22, 2021

The parties agree that in the ATU collective agreement the job title Security Room Monitor will be changed to Transit Security Dispatcher in all sections of the agreement, including but not limited to, clause 3.21, Article 8 and wage scales

AGREED:

Date: June 22, 2021

AMALGAMATED TRANSIT UNION
LOCAL 569



CITY OF EDMONTON

