

Collective Agreement

Between

**TRANSED O&M GENERAL PARTNERSHIP
("The Company" or "The Employer")**

and

**The Amalgamated Transit Union Local 569
("ATU" or "The Union")**

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ARTICLE 1 PREAMBLE

- 1.01 The Company and the Union agree that co-operation between the parties is essential for the long-term viability of the operations, which can only be achieved through profitability by maintaining high operational efficiency and productivity and ongoing improvement, which in turn will facilitate stable employment, equitable treatment, compensation and the recognition of employees' contribution.
- 1.02 The Company and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Company and its employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.
- 1.03 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours of work, fringe benefits and working conditions for Line Controllers and Train Crew Supervisors of the Company relating to Edmonton Valley Line LRT.
- 2.02 The parties hereby agree to negotiate with each other concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.03 The Company will provide the Union with a list of employee names and telephone numbers in June and December each year or as mutually agreed by the parties. This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the Company. The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective Agreement and/or applicable privacy legislation.
- 2.04 The Company will provide the Union with documentation of all employees who leave the ATU jurisdiction or take an unpaid Leave of Absence of any kind. Such documentation shall be provided by way of a monthly report from the Company at the end of every month.
- 2.05 Except in accordance with section 3.01, there will be no contracting out any work that falls under this Agreement. Notwithstanding the foregoing, the Company retains the exclusive right to make determinations regarding the roles, Classifications, or functions necessary to ensure the efficient and effective operation of the business.

ARTICLE 3 RESERVATION OF MANAGEMENT RIGHTS

- 3.01 The Union recognizes the Management's authority to manage the affairs of the Company,

to direct its working forces, including the right to hire, schedule, transfer, promote, demote, discipline, suspend and discharge for just cause any employee and to increase or decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement or statutory obligation of applicable laws, subject to the grievance procedure.

ARTICLE 4 DEFINITIONS

- 4.01 **Agreement:** This Collective Bargaining Agreement, including all appendices, letters of understanding, and memoranda of agreement, as may be amended or renewed from time to time by mutual consent of the Parties.
- 4.02 **Arbitration:** The dispute resolution process provided for in this Agreement whereby an unresolved grievance is submitted to an impartial third party (the Arbitrator or Arbitration Board), whose decision shall be final and binding on the Parties.
- 4.03 **Bargaining Unit:** All employees of the Employer who are included within the scope of this Agreement as defined by the applicable Labor Relations Board certification, and who are represented by the Union for purposes of collective bargaining.
- 4.04 **Classification:** A specific grouping of duties, responsibilities, and qualifications that are assigned a job title and pay grade in accordance with the Employer's job evaluation system and as recognized under this Agreement.
- 4.05 **Crew Calling:** Refers to the process of canvassing employees, in order of seniority, to fill vacant or unscheduled shifts, in accordance with established procedures.
- 4.06 **Grandfathered Employees:** Employees who were employed in the positions of Line Controllers and Train Crew Supervisors at the time of ratification of this Agreement and who, by virtue of this status, retain certain conditions or entitlements that may not apply to other employees hired into those positions thereafter.
- 4.07 **Investigation:** The process undertaken by the Employer, the Union, or both, to gather facts and assess circumstances relating to a potential or alleged breach of this Agreement, policy violation, or workplace incident.
- 4.08 **Negotiating Committee:** The group of individuals designated by either the Union or the Employer to represent their respective interests during collective bargaining, including but not limited to the negotiation, renewal, or revision of this Agreement.
- 4.09 **OMF:** Refers to the Gerry Wright Operations and Maintenance Facility or any successor facility, at which Bargaining Unit employees may be primarily assigned or based.
- 4.10 **Record of Employment:** The official document issued by the Employer in accordance with applicable federal legislation, which outlines an employee's period of employment, insurable hours, and reason for separation from employment.
- 4.11 **Seniority:** The length of continuous service with the Employer by an employee within the Bargaining Unit, calculated in accordance with the provisions of this Agreement, and used for determining entitlements such as layoff, recall, promotions, transfers, and work,

vacation and overtime scheduling.

- 4.12 **Spare Shift:** A shift assigned to an employee who is required to report for duty without a pre-assigned work detail. The duties may include, but are not limited to, covering for an employee who is absent or replacing an employee who is removed from service during their scheduled tour of duty.
- 4.13 **Special Event:** A festival, civic, cultural, sporting or music events requiring additional or amended Passenger Service.
- 4.14 **Union Officer:** A duly elected or appointed representative of the Union, who is authorized to act on behalf of the Union in matters pertaining to the administration or enforcement of this Agreement.
- 4.15 **Witness:** Any individual who has relevant knowledge or information concerning a matter under Investigation, grievance, disciplinary action, or Arbitration and who may be requested or required to provide evidence or testimony.

ARTICLE 5 MEMBERSHIP IN THE UNION

- 5.01 Membership in the Union shall be required of all employees covered under the Agreement. Membership shall not be unreasonably withheld, nor shall it be discriminated against.
- 5.02 New employees engaged to fill positions within the scope of the Agreement will be informed by the Company that the Union is the exclusive bargaining agent. The Company further agrees to supply the Union with the names and phone numbers of each employee engaged during the term of the Agreement, within ten (10) days of their date of hire.
- 5.03 The Company will provide an opportunity for a Union Officer to meet new employees for an orientation session on the final day of their first week of training. Such orientation session will be for at least 1 hour, at a location agreeable to the Union and the Company.
- 5.04 All employees within the scope of the Agreement will become members of the Union upon signing Union membership cards, which shall be completed during the orientation session set out in section 5.03.

ARTICLE 6 UNION DUES DEDUCTION

- 6.01 The Company shall deduct on each pay period from the wages of employees who are in the Bargaining Unit, such dues, initiation fees or assessments as may be adopted and designated by the Union.
- 6.02 Deductions of Union dues shall apply upon the commencement of employment in any Classification covered by the Agreement. In the event that an employee is on an unpaid leave of absence, the responsibility for the payment of Union dues shall remain with the employee. Such dues shall be paid directly to the Union office by the employee during the period of unpaid leave. The Company is not responsible for facilitating the payment of Union dues during such period of unpaid leave.
- 6.03 The Union shall notify the Company in writing of the amount of Union dues, initiation fees or assessments and any changes in these amounts at least thirty (30) days prior to the intended change.

- 6.04 The Company shall remit such deductions on behalf of the Union to such financial institution as set out by the Union and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days after the deductions were made. The amount deducted from wages, accompanied by an electronic statement that can be sorted, of Union deductions from individuals shall be provided by the Company to the Union. This statement shall be provided within fifteen (15) days of the pay period end date and will provide a breakdown of employees by Classification, name and applicable dues rates, along with a total number of employees paying each applicable dues rate for the pay period. The Company agrees that any discrepancies identified by the Union's representative will be explained in writing and corrective action taken to remedy any errors within fourteen (14) days of the Company being made aware of such discrepancies.
- 6.05 The Union shall indemnify and save harmless the Company and/or its agents from any loss, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues

ARTICLE 7 UNION ACTIVITIES

- 7.01 The Union shall notify the Company in writing whenever changes take place of the names of its Union Officers and representatives.
- 7.02 The Parties agree that communication with the Company as to the anticipated length of any leave greatly enhances their ability to plan for and manage crewing relief, and every reasonable effort should be made by Union Officers to provide the Company with known dates or times of anticipated leaves and return from Union leave.
- 7.03 The Company shall grant local Union Officers leaves of absence without pay for Union activities (i.e. conventions, seminars, meetings, training and Arbitration), during which they will accumulate Seniority without loss of benefits, the granting of which will not be unreasonably withheld.
- 7.04 The Union acknowledges that the Union Officers have regular duties to perform on behalf of the Company. Where a situation requires a Union Officer's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular work duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Union Officer shall return to regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.
- 7.05 The Company recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Company to negotiate the renewal of the Agreement.
- 7.06 Time spent by the local Union Officers in meetings with the Company and by employees selected under Article 7.05 during negotiations with the Company shall be without loss of pay or benefits, provided that there shall be no entitlement to pay in respect to hours outside the employee's normal hours of work and during which the employee would not otherwise have worked.
- 7.07 The Company shall allow reasonable access to the Company's premises by a staff representative of the Union for the purpose of consulting with the local Union Officers with

regard to Union matters, or the Company. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

7.08 For leaves of a duration of less than one month, Health Care Benefits will continue uninterrupted to Union Officers through their period of leaves.

7.09 The Company shall provide the Union with a bulletin board at OMF. Postings must relate to Union business only, be consistent with the Preamble and, without limitation, shall contain nothing that could damage the reputation of the Company and its representatives.

ARTICLE 8 NO STRIKE / LOCKOUT

8.01 The Union agrees that during the term of the Agreement, there will be no strike, slowdown, work stoppage or other interference with the operations or work.

8.02 The Company agrees that there will be no lockout of the employees during the term of this Agreement.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

9.01 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement, or policy of the Company/Union.

PROBLEM SOLVING STEP

9.02 Within ten (10) calendar days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee, they shall present a verbal complaint to their immediate supervisor at any time, without recourse to the grievance procedure herein. The employee may have a Union representative present for this discussion.

9.03 The immediate supervisor shall have the opportunity to address and respond to the complaint within ten (10) calendar days. If the immediate supervisor's response is deemed unsatisfactory or the issue remains unresolved to the employee's satisfaction, the complaint shall be considered a formal grievance. If and only if an employee has a grievance, it shall be dealt with in the following manner. However, it should be understood that if an employee or the Union does not respect the time limits specified in this Article, the grievance shall be denied by the Company.

STEP 1

9.04 Within thirty (30) calendar days from the immediate supervisor's written response, the Union shall present a signed, dated, written statement of such grievance to the immediate supervisor or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The immediate supervisor or designate shall deliver their decision within thirty (30) calendar days following the day on which the grievance was presented to them.

STEP 2

- 9.05 If such complaint is not settled to the satisfaction of the Union or the Union has not received an answer before the time limits specified above, the Union shall present the written grievance to the manager or designate within thirty (30) calendar days following the decision or time limits under Step 1. The manager or designate shall deliver their decision within thirty (30) calendar days following the day on which the grievance was presented to them.

STEP 3

- 9.06 If the manager does not give an answer within the specified calendar days or if the answer is unacceptable, the Union may submit the grievance to the Head of Human Resources or designate within thirty (30) calendar days following the decision or time limits under Step 2.
- 9.07 Within thirty (30) calendar days following the filing of a step 3 appeal, the Head of Human Resources or designate shall hold a meeting with the Union Officer to discuss the grievance and shall deliver their decision in writing. Either party may request the assistance of a staff representative to attend at said meeting.
- 9.08 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the resolution of the complaint or grievance, the employee shall continue to perform the normal duties assigned to them by management (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person.
- 9.09 Any step of the grievance procedure may be waived or have the time limits extended by mutual agreement in writing between the Company and the Union. Grievances involving suspensions and termination of employment will commence at Step 2. Decisions arrived at between the Company and the Union on the disposition of any specific employee, Union or Company grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 9.10 Time spent during their normal working hours by a Union Officer and grievant in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 3 of the grievance procedure. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor which permission shall not be unreasonably withheld.
- 9.11 If final settlement of the grievance is not reached, then the grievance may be referred in writing by either party to Arbitration as provided in the Agreement, at any time within thirty (30) calendar days after the final decision. If no such written request for Arbitration is received within the time limits then the grievance shall be deemed to have been abandoned. The parties may, by mutual agreement in writing, extend these time limits.
- 9.12 No monetary adjustments shall be made retroactively prior to the date of the original complaint or event as properly identified in accordance with the grievance procedure.

POLICY GRIEVANCES

- 9.13 The Union or the Company may file a "Policy Grievance". A policy grievance is defined as

one which alleges a misinterpretation or violation of a provision of the Agreement or a Provincial Statute, or a policy of the Company or Union and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within thirty (30) calendar days from the occurrence or origination of the circumstances giving rise became known or ought to have become known to the griever.

- 9.14 Within thirty (30) calendar days of filing of the policy grievance, a meeting shall be held between representatives of the Company and the Union, and the grievance shall be answered in writing.

STEP 4 - ARBITRATION STAGE

- 9.15 Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union may refer any grievance to Arbitration if it has not been resolved at Step 3.

- 9.16 A referral to Arbitration shall be initiated in writing within Thirty (30) calendar days of the conclusion of Step 3.

- 9.17 Grievances referred to Arbitration by the Union shall be submitted to the Manager of Human Resources.

- 9.18 The parties may mutually agree to refer a grievance to a 1-person Arbitration board. If the parties fail to agree, the grievance shall be referred to a 3-person Arbitration board.

- 9.19 In referring a grievance to Arbitration, the Union shall notify the Company of:

- a) Its willingness to use a 1-person Arbitration board; or
- b) Its appointee to a 3-person Arbitration board,

and the details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Agreement which are alleged to have been violated, and the remedy requested.

- 9.20 The Company shall notify the Union within five (5) working days of its willingness to use a 1-person Arbitration board or its appointee to a 3-person Arbitration board.

- 9.21 If the Company fails to respond within five (5) working days of the referral to Arbitration, the Minister of Labor shall select the appointee upon the request of the Union.

- 9.22 The Union and the Company shall select the chairperson of the Arbitration board within five (5) working days of the Company's response. In the event both parties mutually agree to a one-person Arbitration board, the individual selected shall serve as the sole arbitrator and chairperson. In the event that a three-member Arbitration board is convened, the chairperson shall be appointed by mutual agreement of the first two arbitrators selected.

- 9.23 No person shall be appointed as a member or chairperson of an Arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.

- 9.24 Each party shall bear the expense of its respective member and shall bear one-half of the

expenses of the chairperson of the Arbitration board.

- 9.25 Arbitration hearing dates shall be determined within twenty (20) working days of the appointment of the Arbitration board.
- 9.26 Prior to the Arbitration hearing, the parties may prepare an agreed statement of facts for submission to the Arbitration board. The parties shall make every reasonable effort to ensure that presentations to the Arbitration board are short and concise.
- 9.27 The Arbitration board shall hear the grievance and render a decision within twenty working days of the hearing. Written reasons for the decision shall be provided within Sixty (60) working days, unless the parties mutually agree that written reasons are not required.
- 9.28 The decision of the majority is the award of the Arbitration board. The decision of the Arbitration board is final and binding upon the parties and any person affected by it.
- 9.29 The Arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee. The Arbitration board by its decision shall not alter, amend or change the terms of the Agreement.

ARTICLE 10 INVESTIGATIONS AND DISCIPLINE

- 10.01 When an Investigation is to be held, each representative of the Company and each employee whose presence is reasonably necessary will be notified, in writing, as to the date, time, place and subject matter. A copy of the notice will also be supplied to the Union.
- 10.02 The notification shall be provided not less than two days prior to the scheduled time for the Investigation unless arrangements for a shorter notification time have been made between the Company and the Union. The employee shall be required to provide confirmation of their attendance for the Investigation within twenty-four (24) hours of receiving the notice. In the event the Company is unable to establish contact with an employee within forty-eight (48) hours, the Union shall have an additional twenty-four (24) hours to make contact with the employee.
- 10.03 In the event the employee fails to respond to the Company and the Union within the prescribed timeframes, the Company shall proceed with an internal Investigation using all available evidence, and any discipline, if warranted, shall be determined based on the findings of such Investigation.
- 10.04 The said notification shall include the name of a Union representative(s) designated by the Union for this purpose. However, this is not meant to prevent management or supervision of the Company from obtaining facts relevant to the incident in a timely and reasonable manner.
- 10.05 The said written notification shall include advice to the employee of their right to have a representative of the Union attend the Investigation. The Company will not unreasonably deny requests for a postponement or delay due to the unavailability of a Union representative.
- 10.06 The notification shall include advice to the employee of their right to request Witnesses on their own behalf. If the Company is agreeable and the Witness is a Company employee,

the Witness will be at the Company's expense. If the Company is agreeable and the Witness is not a Company employee, it will be at the Union's expense.

- 10.07 The notification shall be accompanied with all available evidence, including a list of any Witnesses or other employees, the date, time, place and subject matter of their Investigation, whose evidence may have a bearing on the employee's responsibility.
- 10.08 The procedures set forth in this Article will not prevent the Company or the Union from presenting any information or documents that are arguably relevant to the Investigation or any related grievance or Arbitration and are intended to encourage and facilitate fair and timely Investigation and reasonable and timely disclosure of information and documents. Any statement provided by a person in this regard shall be signed by that person and a copy shall be provided to the Company, the Union and the person who has signed the statement.
- 10.09 Except in circumstances where, in the reasonable opinion of the Company, an earlier decision is appropriate, employees, (including probationary), will not be suspended or discharged from employment until an Investigation has been conducted in accordance with this Article. Employees and a representative designated by the Union for this purpose shall be advised of a decision, including a suspension or discharge from employment, as soon as reasonably possible but at no time greater than 20 days from the date the Investigation concludes. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- 10.10 An employee is not to be held off unnecessarily in connection with an Investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the Investigation, where this is necessary to ensure the availability of all relevant Witnesses to an incident to participate in all the statements during an Investigation which could have a bearing on their responsibility. Employees will not be held off without pay or Loss of wages for more than ten (10) scheduled days.
- 10.11 The Company shall remove disciplinary documents from the employee's file from the date of issuance of each offence on the following basis:
- a) First and Second Written warnings after 365 calendar days;
 - b) Final Written Warnings and Suspension of 2 days or less after 500 calendar days; and
 - c) Suspension of more than 2 days after 730 calendar days.
- 10.12 For any employee who is inactive due to an approved leave of absence or medical reasons, the period during which disciplinary action remains active on their record shall be paused for the duration of their absence. The disciplinary period shall resume upon the employee's return to active duty
- 10.13 Notwithstanding Article 10.11, disciplinary documents may be removed by agreement between the Company and the Union.
- 10.14 Employees in the Bargaining Unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company, providing it is reviewed in

the presence of a Company representative. Copies will be provided to employees upon reasonable request.

ARTICLE 11 PROBATIONARY EMPLOYEE

- 11.01 The probation of each employee covered by this Agreement shall end after the period of six months from the date their employment began. Should the employee be absent for more than five (5) consecutive days during the probationary period, their probation will be extended to equal the days absent.
- 11.02 It is understood and agreed the dismissal of a probationary employee is a decision of the Company. However, such dismissal of a probationary employee shall be for just cause understanding that the standard for cause relating to a probationary employee is lower than that of a non-probationary employee.
- 11.03 Probationary employees shall undergo two evaluations: a three-month checkpoint and a final evaluation at the end of the probationary period. The criteria for such evaluations shall be determined at the sole discretion of the Company. In the event of performance or behavioral concerns, the Company shall have the flexibility to conduct evaluations at any time and with such frequency as deemed necessary. At a minimum, one evaluation shall be conducted prior to the dismissal of a probationary employee.

ARTICLE 12 SENIORITY

- 12.01 Seniority shall be established and maintained for all employees in the Bargaining Unit as determined within the Agreement.
- 12.02 Employees will be regarded as probationary during the first six months of continuous employment.
- 12.03 An employee's service and Seniority shall be continuous from the first day of hire, including service prior to the signing of this Agreement, provided that employment is not terminated in accordance with Article 14.1 or by operation of law. For the purposes of clarification, where the term "hire" is used in this Article it refers to the first day an employee is entitled to remuneration from the Company.
- 12.04 For employees who have the same date of hire, their Seniority ranking will be determined by date and time of their respective applications. Should the date and time of application not be available the ranking will be determined by way of a draw conducted in the presence of a Union representative.
- 12.05 Classification Seniority ranking will be determined by the first day an employee works in the respective Classification. Employees who transfer Classifications on a permanent basis will only maintain Classification Seniority in the Classification they have transferred to and will forfeit their previous Classification Seniority.
- 12.06 Classification Seniority lists will be maintained and issued by the Union on January 31 and July 31, of each year. The lists will be posted on the respective Union bulletin board. Any issue(s) in relation to Seniority shall be raised and addressed as soon as reasonably possible but no later than 60 days after the respective list has been posted.

ARTICLE 13 UNION SECURITY

PERMANENT POSITIONS OUT OF SCOPE

- 13.01 A Bargaining Unit employee who accepts a position outside of the Bargaining Unit and who maintains the payment of the equivalent of Union dues shall maintain but not accumulate Seniority for a period of up to twelve (12) consecutive months. The employee shall notify management of their intention to continue paying Union dues prior to the commencement of their new role. Such employees will not be entitled to the provisions of the Agreement or any other Union member rights for the period specified, except the provisions dealing with Seniority. Upon completion of one calendar year such employee will be permanently removed from the Seniority list and no maintenance of Union dues will be possible.
- 13.02 Should the employee wish to return to their previous Classification prior to the end of the twelve (12) months or should the Company wish to return the employee to their previous Classification, the employee may exercise Seniority to displace a junior employee.
- 13.03 The right to return to work covered by the Agreement may only be exercised once and a second assignment to a position beyond the scope of the Agreement shall result in the loss of Seniority for the purpose of the Agreement.
- 13.04 The Company will notify the Union, in writing, any time an employee covered by the Agreement accepts a position beyond the scope of the Agreement.

TEMPORARY POSITIONS OUT OF SCOPE

- 13.05 If the Company assigns a Bargaining Unit member(s) to temporarily perform work beyond the scope of the Agreement, these arrangements shall be agreed to and confirmed in writing between the Company and the Union.
- 13.06 The Company reserves the exclusive right to determine the criteria and process for the selection of employees for temporary assignments. Employees temporarily assigned to a different role outside the scope of this Agreement shall be entitled to receive a premium for the duration of such assignment, which premium is set out in Schedule "A".

TEMPORARY POSITIONS WITHIN SCOPE

- 13.07 Where the Company temporarily assigns an employee to perform the duties of a Classification with a higher wage rate, the employee shall be paid in accordance with the applicable rate of the Classification to which they are temporarily assigned for the period of day's assignment. Should the employee be required to perform the duties of a lower rated Classification, they shall maintain their current normal Classification rate.

ARTICLE 14 TERMINATION OF EMPLOYMENT

- 14.01 Seniority rights shall cease and employment deemed terminated for any of the following reasons:
- a) If an employee voluntarily quits the employment of the Company;
 - b) If an employee is discharged for just cause;

- c) If an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days and such employee is not reinstated pursuant to the grievance and Arbitration procedure in the Agreement; or
- d) If an employee fails to report for work in accordance with a notice of recall within fourteen (14) days after receipt of notification.

14.02 When an employee is dismissed or resigns, they shall receive their final pay on the next scheduled pay date. The Company shall submit such employee's Record of Employment to Service Canada in accordance with all legal requirements

ARTICLE 15 BEREAVEMENT LEAVE

15.01 In the application of this Article, employees receiving compensation for bereavement leave will be compensated for the hours of the shift(s) they are absent, less applicable shift premiums, if any.

15.02 Employees who have been employed for at least 90 days shall be entitled to the following bereavement leave:

- a) When death occurs in the employee's immediate family - that is, current spouse/common-law spouse, child/ward, parents/legal guardian, on request, the employee shall be excused for up to any 3 regularly scheduled consecutive working days per occurrence without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 3 months of the date of death. Notwithstanding the above, where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods within the 3-month period. Such request is subject to the approval of the Company. In no circumstances, however shall an employee be eligible for more days off with pay than they would have been eligible had the Bereavement Leave been taken in one undivided period.
- b) When death occurs involving the employee's non-immediate family: grandchild, parent/legal guardian of current spouse/common-law partner, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a related dependent of the employee, the employee, on request, shall be excused for up to 3 regularly scheduled consecutive working days per calendar year without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 3 months of the death.

15.03 The three (3) regularly scheduled bereavement days allotted per calendar year for non-immediate family members may also be used in the event of an immediate family member's death, in addition to the three (3) days allotted specifically for immediate family bereavement. Such leave must be taken within three (3) months of the date of death and shall follow the provisions outlined in Article 15.02(a). Once all three (3) days from the non-immediate family member allotment have been used for any purpose, no additional bereavement leave shall be available under that category for the remainder of the calendar year.

ARTICLE 16 LEAVE OF ABSENCE

16.01 An employee who has completed their probationary period may make a written request for leave of absence without pay for legitimate reason and if such leave of absence is

granted in writing, their Seniority shall continue during their absence. The leave of absence shall be a maximum period of 6 months unless mutually agreed upon by the parties. Such leave of absence, if approved by the Company, shall not be taken consecutively or in addition to a job-protected leave, unless the combined duration of the leave is less than 6 months. This shall not limit the employee's ability to take a job-protected leave that itself has a duration of greater than 6 months. An employee who does not return to work at the expiration of their leave of absence shall be treated in accordance with Article 14.

- 16.02 Before a leave of absence is granted, the employee must use any scheduled and unscheduled vacation days, sick and Personal days remaining.
- 16.03 In the case of a leave of absence of thirty (30) days or less, the group insurance program will continue to be paid by the Company. In the case of a leave of absence exceeding thirty (30) days, the employee will have the option to prepay fully for their benefits through the Company.
- 16.04 Leave of absence pursuant to this Article, other job-protected leaves, and all other types of leave available to the employee under employee benefits shall not be granted for the purpose of engaging in employment outside the service of the Company, except in cases of illness or other exceptional circumstances, and only when approved by both the Company and the Union.

ARTICLE 17 SICK LEAVE

- 17.01 Any employee who reports for duty, commences their assignment and is unable to complete the day's assignment because of a workplace accident or injury will be made whole for the day's wages.
- 17.02 Any employee who reports for their assignment and is only able to work part of the day due to illness, will be compensated for the actual time they worked.
- 17.03 Employees covered under this Agreement shall be entitled to two (2) paid sick days per calendar year. Any unused sick days shall expire on December 31st of each year and shall not be carried over or paid out.

ARTICLE 18 JURY DUTY AND ATTENDING COURT

- 18.01 An employee who is summoned or who serves on jury duty or attends court in connection with any matter related to the workplace will be made whole for any/all loss of earnings up to a maximum of 5 day's pay. Should a full-time employee attend court in connection with a workplace matter on a scheduled day off, they shall be paid at straight time for actual time in attendance with a minimum of 8 hours. The compensation outlined above will be reduced by any amount paid to the employee for such jury service or Court attendance, excluding reimbursement or payment for meals, lodging or transportation. If jury duty or the requirement to attend court falls during a period of the employee's annual vacation, then the employee will have their vacation rescheduled to a time that is mutually agreeable to the Company and the employee.
- 18.02 An employee shall provide the Company with any documents reasonably requested by the Company in relation to this Article.

ARTICLE 19 RECOGNIZED HOLIDAYS

- 19.01 The following days shall be recognized as statutory holidays for all employees for the purpose of this Agreement.
- a) New Year's Day
 - b) Family Day
 - c) Good Friday
 - d) Victoria Day
 - e) Canada Day (July 1, or July 2 when July 1 is a Sunday)
 - f) Civic Holiday
 - g) Labor Day
 - h) Thanksgiving Day
 - i) Remembrance Day
 - j) Christmas Day
 - k) Boxing Day (December 26)
- 19.02 An employee who qualifies in accordance with the provisions of this Agreement shall be granted a holiday with pay equivalent to eight (8) hours pay at their straight time hourly rate, except in the case of a probationary employee who shall be paid in accordance with the Employment Standards Act of Alberta.
- 19.03 If an employee is required to work on any recognized/paid holiday, they will be paid at time and one-half of their normal regular rate for all hours worked on that day in addition to the holiday pay.
- 19.04 If any of the paid holidays fall during the employee's vacation, they shall receive a lieu day (which shall be deemed to be the holiday and paid at eight (8) hours) to be taken at some later date as may be mutually agreed to between the parties but taken within thirty (30) calendar days. If the lieu day is not utilized within thirty (30) calendar days, the lieu day shall be paid out at the conclusion of the thirty (30) day period, unless the use of such day was postponed due to operational needs. In such cases, the employee shall be afforded the opportunity to reschedule the lieu day within the following thirty (30) calendar days.
- 19.05 The following conditions apply to qualification for recognized/paid holidays:
- a) The employee must have worked or been on approved paid leave the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday and/or any designated lieu day; and
 - b) The employee must have worked on the holiday if scheduled to work.
- 19.06 If an elected Union Officer is absent for Union business, such absence does not affect that employee's qualification for recognized/paid holidays.
- 19.07 An employee will not be qualified for a paid holiday if:
- a) The employee is on authorized leave of absence without pay on the day of or one day prior to and/or following the paid holiday;
 - b) The employee is receiving sickness benefits;

- c) The employee is absent by reason of layoff for more than five (5) working days prior to the holiday; or
- d) The employee is receiving WCB benefits.

ARTICLE 20 PERSONAL DAYS

20.01 An employee who has completed their probationary period shall be entitled to an additional three (3) days, which is equivalent to 24 hours, paid leave per year to be taken as personal days (“Personal Days”). These Personal Days must be taken in full-day increments.

20.02 Personal Days, shall be taken in accordance with the following:

- a) The employee shall provide written notification to the appropriate authority no less than five (5) working days prior to the desired date for utilizing a Personal Day. Approval of such requests shall be at the sole discretion of the Company, subject to operational requirements. Notwithstanding the foregoing, exceptions may be made on a case-by-case basis in instances of reasonable cause, as determined by the Company.
- b) Employees will be paid for Personal Days in accordance with Article 19.
- c) Employees failing to utilize their Personal Day entitlement prior to December 31 will be paid out 100% of the remaining Personal Day pay the next available pay in December.

ARTICLE 21 ANNUAL VACATION

21.01 All employees, except for Grandfathered Employees, shall be entitled to vacation in accordance with the schedule outlined below. Grandfathered Employees shall retain their existing vacation entitlements until such time as their length of service qualifies them for a higher entitlement under the current vacation schedule.

Years of Continuous Employment	Vacation Entitlement
One (1) to five (5) years.	ten (10) working days, which is the equivalent to 80 hours of scheduled time off.
More than five (5) years and less than ten (10) years	Fifteen (15) working days, which is equivalent to 120 hours of scheduled time off.
10 Years or more	Twenty (20) working days, which is equivalent to 160 hours of scheduled time off.

21.02 The vacation year shall be the twelve (12) months period from January 1 to December 31. Vacation hours are earned during the calendar year prior to the year in which it is taken. Employees have no entitlement to vacation time off until December 31 of the year in which

they are hired. For new hires, vacation hours earned during the first calendar year of employment can be used to schedule vacation in accordance with Article 21.11.

- 21.03 Vacation pay will be withheld from all employees' pay remittance and paid out at the time of their vacation.
- 21.04 Eligible employees shall receive annual paid vacation leave in any vacation year, in an unbroken period of maximum two weeks and minimum one week, unless otherwise mutually agreed upon by the employee and the Company, subject to operational requirements
- 21.05 Employees may carry over vacation eligibility to the next vacation year up to a maximum of 5 days, which is equivalent to 40 hours. All accrued and unused hours, over 40 will be paid out on the last pay period of the calendar year.
- 21.06 On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at the employee's regular rate of pay at the time of separation of employment.
- 21.07 If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation leave of that employee, such time off shall be administered according to the provisions of Article 19.04.
- 21.08 An employee who has been absent from work without pay and with pay through insurance benefits shall cease to earn vacation credits commencing with the first complete pay period of such absence and continuing until the employee returns to work.
- 21.09 If an employee produces evidence within 24 hours of their return to work, satisfactory to the Company, proving that they were incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of 3 working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement. The conversion of vacation to sick time will only be considered if the employee had reported the disability to the Company during the period of confinement. Decisions on an employee request to convert vacation to sick time shall be copied to the Union.
- 21.10 Employees will choose their period of vacation according to Seniority at an annual Vacation Signup. The work week containing December 31st will be considered the last week of the vacation year for purposes of scheduling annual vacation.
- 21.11 A list showing the vacation allowance which employee will be eligible for in a calendar year, will be posted on appropriate bulletin boards prior to the vacation sign up. Each employee is required to provide their vacation preferences in Seniority order no later than December 1 of each year. Failure to provide preferred vacation dates within the allowed time will result in the employee not being able to exercise Seniority in the choice of vacation dates. A representative of the Union will attend the vacation signup to support employees in making their choices. Said representatives of the Union will be paid by the Company at their regular rate of pay for all hours worked on the signup. A finalized list of approved vacations will be posted by the Company by December 15 of each year.
- 21.12 If, for any reason, an employee is unable to take their scheduled vacation as planned, the

employee shall be required to reschedule the unused vacation time within the remaining available weeks of the calendar year, subject to operational requirements and with prior approval from the Company. Unscheduled vacation hours shall be administered in accordance with the provisions of Article 21.05.

ARTICLE 22 HEALTH AND SAFETY

- 22.01 The Company shall make all reasonable provisions for the maintenance of safe, sanitary and healthy conditions for its employees during the hours of their employment. To this end, the Safety Committee shall act accordingly. The Union shall undertake to assist the Management to promote such Health and Safety related programs in accordance with the Occupational Health and Safety Act.
- 22.02 Safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company when required. Employees shall be responsible for the proper care and maintenance of such equipment and shall use or wear protective devices or clothing in the proper manner as required by the Company and the Alberta Occupational Health and Safety Act.
- 22.03 In an effort to promote the safety, health and welfare of all employees, both parties recognize the need for full co-operation of all employees in complying with the Company's policies, procedures, and regulations and provisions under the Occupational Health and Safety Act.
- 22.04 Violation of safety policies, procedures and regulations may result in disciplinary action.
- 22.05 All protective footwear shall comply with CSA Standard that covers the entire foot and ankle, and must be worn at all times, while on duty.
- 22.06 On October 1st of each year, the Employer will provide a pair of safety boots to all employees who have completed their probationary period. The models offered will have been approved by the Health and Safety Committee. The maximum amount allocated will be two hundred dollars (\$200) on an annual basis. In addition, every second year, employees will be provided with 'winter' safety footwear and the maximum amount allocated will be two hundred dollars (\$200).
- 22.07 Probationary employees, upon hire, must supply and wear safety footwear when on duty, and will be eligible for compensation when the probationary period is completed.
- 22.08 All employees are to wear safety hats and safety glasses where designated and will be provided by the Company. Safety glasses shall comply with CSA standards.
- 22.09 The Company will supply one pair of clear and one pair of tinted lenses and frames for employees required to wear prescription safety glasses, at a minimum, every two years. The Company shall select the optical Company and supplier and the employees shall follow the applicable procedure. The Company will bear the cost for supply and servicing prescription safety glasses unless the loss or destruction is due to negligence on the part of the employee.
- 22.10 Where the Company supplies work protection devices for the purposes of Health and Safety, it shall be worn in the proper manner at all times when on duty by all employees as per the Alberta Occupational Health and Safety Act.

- 22.11 An employee who is injured at work and is not able to complete the rest of the shift shall be paid for the balance of the shift. The injured employee shall be transported to a hospital or doctor, as prescribed in the Workers' Compensation Act, whichever is necessary, at the Company's expense. All accidents, which result in an injury, shall be reported to the supervisor immediately.
- 22.12 An employee who is absent from work due to occupational illness or injury shall have the right, if Seniority permits, to return to their former position as soon as he/she is physically able to perform all of the work of their Classification. Such return will be on the basis indicated by a medical practitioner's certificate.
- 22.13 Under the provisions of the Workers' Compensation Act, an employee who is absent from work due to occupational illness or injury and is able to perform the essential duties of any Classification, shall co-operate to return to appropriate modified duties as defined under the Workers' Compensation Act.
- 22.14 A Joint Health and Safety Committee (the "Committee") shall be established and maintained for the duration of this Agreement. The Committee shall be constituted to include employee representation from all Bargaining Units within the Company. Employees covered under this Agreement shall have one (1) representative and one (1) alternate representative to the committee, appointed by the Union. The alternate employee shall have the right to attend the health and safety meeting as required. The Health and Safety Committee shall have the functions prescribed by the Occupational Health and Safety Act. In particular, the Health and Safety Committee will:
- a) Perform Facility inspections;
 - b) Meet Monthly;
 - c) Make recommendations to management with regard to Health and Safety matters; and
 - d) Otherwise promote compliance with this Article and applicable legislation.
- 22.15 The Company will investigate and report to the Committee on all accidents resulting in potentially disabling injuries or involving unusual circumstances.
- 22.16 It is expected that any action the Company might take as a result of implementing any of the Health and Safety Committee's recommendations will be supported by the Union and the Union undertakes to make every effort to ensure that no employee abuses the rights provided by Occupational Health and Safety legislation and that the Company's safety rules and procedures are complied with and enforced.
- 22.17 The Company will ensure that the Health and Safety committee's Union representative or designate accompany the inspector from the Ministry of Labor (MOL) when the MOL visit the Facility to conduct an inspection. The results of such inspections will be presented to the Health and Safety Committee.

ARTICLE 23 COMPANY INITIATED MEETINGS

- 23.01 When an employee and/or Union representative is not on duty and is required by a Company officer to attend a meeting on a matter initiated by the Company, including training, they will be compensated as follows for such attendance:

- a) On a regularly scheduled day off, the employee will be paid overtime on a minute- by-minute basis with a minimum of four (4) hours; or
- b) During a regular work day, employees will be compensated with a minimum of their normally scheduled hours.

23.02 Straight time hours paid under this Article, will be used in the calculation of overtime and the calculation of the weekly guarantee.

ARTICLE 24 MEDICAL EXAMINATIONS AND APPOINTMENTS

24.01 If required, Company medical and eye/hearing examinations (Periodic Medicals) will be arranged/scheduled by the Company and paid for by the Company. Employees will be compensated four (4) hours or the time actually required to attend, whichever is greater, at their regular rate of pay, which will not be used in the calculation of any weekly guarantee or the calculation of overtime.

24.02 Employees will also be made whole for wages and expenses lost when required to attend on a regular working day.

24.03 In the event the Company requires an employee to provide a doctor's note to verify a sick incident, the Company will reimburse the employee up to a maximum of \$50 for the note on production of a receipt.

ARTICLE 25 BENEFITS

25.01 The Company shall provide an insurance plan to contain the following benefits for employees who have completed their probationary period. A more detailed summary of the benefits is found in Appendix B (Plan member booklet).

LIFE INSURANCE

25.02 The Company will provide a life insurance plan that shall at a minimum include:

- a) Life insurance of one times basic annual salary;
- b) Accidental death and dismemberment of one times basic annual salary;
- c) Reduces by 50% when the Plan Member attains age 65; and
- d) Coverage ends when the Plan Member attains age 80 or retires, whichever comes first.

WEEKLY INDEMNITY PLAN

25.03 The Company shall provide a short-term weekly indemnity program that will pay an employee seventy-five (75%) percent of the employee's regular weekly salary for a maximum period of fifty-two (52) weeks. The coverage terminates at the earlier of age 70 or retirement.

25.04 Such coverage shall be effective from the first day in the event of a non-work-related accident, from the first day of hospitalization and after the seventh (7th) day in the event of an illness.

LONG TERM DISABILITY

- 25.05 The Company shall provide a long-term disability program that will pay an employee seventy five (75%) percent of the employee's regular weekly salary. The coverage terminates at the earlier of age 65 or retirement.
- 25.06 Such coverage shall be effective following the expiry of the employees Weekly Indemnity entitlement.
- 25.07 Criteria for qualifying for Long Term Disability will be based on the employee being disabled from performing their own occupation for the first two (2) years following the expiration of Weekly Indemnity and from being disabled from performing any occupation thereafter.

EXTENDED HEALTH

- 25.08 The Company shall provide an extended health plan that shall at a minimum include:
- a) Overall Health Maximum: Unlimited;
 - b) Prescription drugs: Unlimited, 100%;
 - c) Hospital Accommodation: Semi-private room;
 - d) Hearing care: \$500 every 48 months;
 - e) Orthotics/Orthopedic Footwear: \$300 every calendar year combined;
 - f) Paramedical practitioners: \$1000 per calendar year per type of practitioner; and
 - g) Travel Emergency Services: 100%, \$5000000 per lifetime.

DENTAL

- 25.09 The Company shall provide a dental plan, that shall at a minimum include:
- a) Basic Services: 100% up to \$2,500 per calendar year combined for all Basic and Comprehensive Basic Services;
 - b) Major services: 40% up to \$200 per calendar year; and
 - c) Orthodontics: 40% up to \$3000 per lifetime per dependent children.

VISION PLAN

- 25.10 The Company shall provide a vision care plan, that shall at a minimum include:
- a) Eyeglasses or contact lenses or medically necessary contact lenses or laser eye surgery: \$300 every 24 months; and
 - b) Eye examinations: \$110 every 24 months.

ARTICLE 26 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 26.01 Upon completion of the probationary period, all eligible employees shall be entitled to participate in the Company-sponsored Registered Retirement Savings Plan (RRSP). The Company shall contribute an amount equal to one hundred percent (100%) of the employee's contributions, to a maximum of four percent (4%) of the employee's earnings. Employees shall have the option to make additional voluntary contributions to the RRSP, up to an additional four percent (4%) of their gross earnings.

ARTICLE 27 WORKPLACE DIGNITY AND RESPECT

- 27.01 The Company and the Union agree that a safe and respectful workplace requires full commitment of everyone from senior management to every maintenance and operations employee demonstrated on a daily basis. The full participation of all stakeholders is required to maintain the culture of a safe and respectful workplace. Everyone has a role to play in preventing workplace violence and harassment hazards. All workers are entitled to be treated with respect and dignity, without fear of violence, domestic violence and harassment.
- 27.02 Violence, domestic violence and harassment happen between individuals within labor and corporate organizations. Violence and harassment in any form are organizational issues that must be addressed. The Company and the Union agree to jointly support the development and administration of effective policies and programs that will support victims and hold perpetrators/offenders accountable. The organization is also committed to providing support to victims of domestic violence. A whole organizational approach is the most effective way to promote ongoing learning, development, and communication about workplace violence and harassment. Every worker has the right to be treated with respect and dignity at the workplace.
- 27.03 A Violence and Harassment Prevention Team shall be established and maintained for the duration of this Agreement. The Committee shall be constituted to include employee representation from all Bargaining Units within the Company. This team will have the authority and mandate to oversee initiatives to prevent and respond to violence, domestic violence, harassment, and to promote the standard of respect and dignity for every worker.

ARTICLE 28 DUTY TO ACCOMMODATE

- 28.01 The Company and the Union recognize the legal obligations associated with the duty to accommodate and commit to accommodate Bargaining Unit employees as provided herein. All employee related legislation is considered as incorporated into the Agreement.
- 28.02 The central purpose of the duty to accommodate in employment is to promote, within the bounds of reason, the ability of individuals to fairly and equally participate in the workplace through the elimination of the discriminatory effects of workplace standards. Accommodation is needed in the circumstances to avoid discrimination and may require modification of job duties, work schedules, policies, procedures, equipment, or the workplace environment itself. It may also entail providing leaves of absence, training, transfers, and/or bundling of duties, among other things. The duty to accommodate is limited only by the standard of undue hardship, which is to be assessed on a case-by-case basis having regard to various factors.

ACCOMMODATION & RETURN TO WORK COMMITTEE

- 28.03 The Company's Human Resources team and the Union Officer are responsible for administering the Accommodation & Return to Work Policy and Program.
- 28.04 The employee returning from leave shall receive the contact information of the points of contact as per Article 28.03. The Accommodation & Return to Work Policy and Program will be equally available to each Bargaining Unit employee upon request.
- 28.05 The process of Accommodation & Return to Work begins with the employee contacting the Company, which may be done through any one of the Committee representatives. The administration of the process will be determined as provided for within the Policy and Program.
- 28.06 At any part of the process, disputes must be thoroughly investigated and significant efforts made to resolve them in a timely manner. Unresolved disputes may be advanced within the grievance procedure through to Arbitration, if necessary, for final and binding resolution.

ARTICLE 29 NOTIFICATION TO THE COMPANY

- 29.01 It shall be the duty of the employee to provide the Company with an up-to-date email address and cell phone number to be used for the purpose of any notice required or referred to in the Agreement, If any employee should fail to do so, the Company will not be responsible for the failure of a notice required under the Agreement to reach the employee.

ARTICLE 30 LAYOFF AND RECALL

- 30.01 Whenever it becomes necessary to indefinitely decrease the number of employees, probationary employees will be the first laid off in the affected Classification. If further layoffs are necessary, the employee with the least amount of Bargaining Unit Seniority in the Classification shall be laid off, provided those remaining employees with more Seniority are able to do the work available.
- 30.02 The Company shall make an effort to provide employees with as much notice as is reasonably possible of indefinite lay-off but in any event, a minimum of ten (10) days in advance of the date the layoff shall commence or be paid in lieu of notice.
- 30.03 All layoff notices will coincide with the end of a work week.
- 30.04 Employees will be recalled to service in Seniority order within their Classification and will retain their original Seniority date and standing provided they report for duty within fourteen (14) days from the date they receive notice of recall. Seniority shall accrue during periods of vacation, leave of absence, and layoff.
- 30.05 Failure to accept recall from lay-off in accordance with Article 14 results in loss of Seniority and termination of employment.

ARTICLE 31 TRAVELLING EXPENSE

- 31.01 When an employee is required to work at any location outside the City of Edmonton or is

required to attend a Company meeting at any location outside the City of Edmonton, the Company will determine whether they will provide transportation or whether they will reimburse the employee for the necessary cost of transportation. If an employee uses their personal automobile, the Company shall reimburse the employee at the CRA vehicle allowance rate for the kilometers traveled via the most direct highway route each way for each day travelled between the employee's designated on duty location and the location the employee is required to travel.

- 31.02 Should an employee be required to work or train at any location outside the City of Edmonton, the Company will reimburse the employee for all reasonable travel expenses including meals and lodging. Such travel shall be subject to prior approval by the General Manager, evidenced by a signed travel authorization form.
- 31.03 Employees required to report to a location other than the OMF will always complete their shift at their reporting location. This may mean the employee is transported back to their reporting location and will be off duty once they arrive and complete their duties. Regardless of any other provisions set forth herein, it is expressly understood and agreed that the enforceability of this Article may be suspended or otherwise deemed inapplicable in situations of emergency or exigent circumstances.

ARTICLE 32 CLASSIFICATIONS, LEVELS AND WAGE RATES

- 32.01 The Classifications, levels and wage rates are set forth in Schedule "A" and "B".
- 32.02 The Company and the Union may, at the request of either party, develop and establish reasonable job descriptions for some or all of the Classifications contained in Schedule "A", which shall be in accordance with the work assigned and performed and may be revised, as appropriate over the course/duration of the Agreement.
- 32.03 When a new Classification is to be covered by the terms of this Agreement, the rate of pay for such new Classification shall be determined by the Employer. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) consecutive days after the receipt of notice from the Employer of such new rate.
- 32.04 If the parties are unable to agree on the appropriate rate and or any matter concerning the procedure, the dispute may be submitted to Arbitration as provided in this Agreement within fifteen (15) consecutive days of such meeting. The decision of the arbitrator shall be based on the rates for other Classification in the Bargaining Unit, having regard to the requirements of such Classification.
- 32.05 If such a dispute occurs, the Employer shall set forth a rate in the interim, which shall be paid until the matter is resolved. Any new rate established shall be made retroactive and paid to any such incumbent(s) who may be carrying such work in the new Classification.

ARTICLE 33 HOURS OF WORK

TRAIN CREW SUPERVISOR

- 33.01 Train Crew Supervisor shall work a minimum of 40 hours average per week.

LINE CONTROLLER

33.02 Line Controller shall work a minimum of 40 hours average per week.

ARTICLE 34 BREAKS AND MEAL PERIODS

34.01 Employees will receive two (2) paid breaks of fifteen (15) minutes per shift, one during the first half of the shift and one during the last half of the shift. Paid breaks may be postponed in circumstances that require the paid break to be moved, for exceptional circumstances. Breaks that are postponed will be recognized later in the shift.

34.02 All employees will receive a thirty (30) minute paid meal period.

34.03 The Company and the Union may agree in writing to Breaks and Meal Periods conditions that are different than those set forth in 32.01 and 32.02, which may include, for example, without limitation, the payment of money in lieu of a Break or Meal Period

ARTICLE 35 SHIFT PREMIUM

35.01 In addition to the applicable hourly rate, employees shall receive a shift premium for each hour of work on regularly scheduled evening and night shifts in accordance with the following table:

a) Evening - \$1.10/hour

b) Night - \$1.25/hour

35.02 An Evening shift is a shift that starts between 13:59 – 19:29 and a Night shift is a shift that starts between 19:29 – 23:59 on the day in question. The start time of a shift shall determine whether shift premium is payable and will be used to determine the shift premium for the hours of the entire shift.

ARTICLE 36 OVERTIME

36.01 The beginning of the work week for the purpose of this Agreement is 00:01 Sunday. The end of the work week for the purpose of this Agreement is 23:59 Saturday.

36.02 Overtime, at a rate of one and one-half (1½) times the basic hourly rate, shall be paid for hours worked:

a) beyond normally scheduled work hours; and

b) on an assigned rest day.

36.03 Notwithstanding Article 36.02, the overtime premium will not be paid in instances where the start time and/or end time of a regularly scheduled shift is changed with the employee's consent.

36.04 The overtime premium will not be paid in instances where an employee does not work a 40 hour week.

36.05 Employees who report to work for purposes of a shift comprised entirely of hours for which overtime is payable, will be paid the overtime rate applicable, with a minimum payment of

four (4) hours. If the hours required exceed four (4) hours, they will be paid overtime on a minute per minute basis.

- 36.06 For greater clarity, the minimum payment of 4 hours will not apply for employees who have accepted overtime during or at the end of their scheduled shift. For example, if an employee accepts two (2) hours overtime at the end of their scheduled shift, they will be paid for two (2) hours at the overtime rate.

ARTICLE 37 ALLOCATION OF OVERTIME

- 37.01 All overtime shall be assigned by Seniority. The Company shall, where it is practical to do so and subject to the nature and requirements of the overtime work, request volunteers among employees in a Classification. Overtime distribution amongst employees will be conducted in a fair and equitable manner. Volunteers need not be canvassed where there is a continuation of task which requires the employee who commenced the work to complete it, irrespective of any employee's Seniority. In the case of an operational emergency, the Company may require the junior employee to work such overtime.
- 37.02 The continuation of task is determined as where the employee has been working on the task when the need for overtime arose and shall be defined as the completion of a work assignment and all work associated with that assignment, limited to four (4) hours, providing the employee has already worked on the assignment since the beginning of the commencement of the last hour of their regularly scheduled shift.

ARTICLE 38 PLANNED OVERTIME

- 38.01 Overtime that is planned sufficiently in advance will be assigned and scheduled as early as practicable to give both the Company and employees certainty. Without limitation, major sporting events, concerts, and other scheduled events that require additional employees and/or overtime will be scheduled in accordance with this Article.
- 38.02 Planned overtime will be posted, on a regular basis, in a location accessible to all employees.

ARTICLE 39 SCHEDULING AND WORK ASSIGNMENT

- 39.01 The Company will post and deliver "Sign-ups" electronically, periodically, as appropriate, and will not post less than 2 "Sign-ups" a year. The frequency of sign-ups may be altered by mutual agreement between the parties, if such changes are determined to be required.
- 39.02 Employees will bid for assignments during the Sign-ups by Seniority, that are posted in accordance with this Article.
- 39.03 The Sign-ups shall include:
- a) regularly scheduled service shifts; and
 - b) small Sign-up, "Vacation Backfill" and other absences where the duties are known well in advance.
- 39.04 Sign-ups will include a minimum of two consecutive days off.
- 39.05 The Union and the Company may agree in writing to other Sign-up procedures to address

any scheduling or work assignment situation or circumstances that make such agreement appropriate.

- 39.06 The Company will post and deliver electronically, as appropriate, and particularly whenever there is a material change in schedules, with a minimum of 48 hours' notice.
- 39.07 The Union and the Company shall jointly review it and discuss any concerns related to Sign-ups. The Company agrees to pay for a Union representative to assist with the Sign-ups for up to 2 days per Sign-up. The effectiveness of having a Union representative at the Sign-up will be reviewed by the parties, with the understanding that this process will continue as long as it proves to be effective.
- 39.08 Where the schedule includes Spare Shifts, such shifts shall be subject to bidding in accordance with Article 39.02. Spare Shifts may be modified due to operational requirements, provided notice of such changes is given no later than 2200 hours on the day preceding the affected shift.

ARTICLE 40 TRAINING DUTY & PREMIUM

- 40.01 When an employee is training a trainee, or familiarizing a fully qualified person, in the same Classification as the employee, the employee who is performing the training/familiarizing will be compensated with a premium of one hour of base wages in addition to their scheduled compensation for the shift. The training premium will be excluded in the calculation of overtime.

ARTICLE 41 FAILURE TO QUALIFY

- 41.01 A trainee not previously employed by the Company who fails to qualify will be handled in accordance with probationary employees.
- 41.02 It is agreed that the Company will extend trainees a reasonable opportunity to successfully complete their training and become fully qualified
- 41.03 The criteria for qualification for all current and future Classifications shall be determined solely by the Company.

ARTICLE 42 PAYDAY

- 42.01 Employees shall be paid bi-weekly by electronic funds transfer, with a detailed pay record supplied at the same time.
- 42.02 Employees will have access within the Company's timekeeping system to view current pay codes and their associated wages / pay rates to be able to determine if the correct payment has been made.
- 42.03 Employees will be provided with copies of their pay period(s) from the Company's timekeeping system upon request.
- 42.04 The Company will provide and maintain access to its timekeeping systems for the local Union Officer, with read-only access to all employee records. Training will be provided, as necessary, at no cost to the Union. It is understood that this information is of a private nature and is necessary to properly address employee questions/complaints.

42.05 When an employee is short paid more than \$200.00 in regular wages in one pay period, an off-cycle payment will be made to cover the shortage within seven (7) days, if the error was due to an error at the Company's end.

ARTICLE 43 UNIFORMS

43.01 The Company shall furnish all Train Crew Supervisors within the Bargaining Unit with the following uniform items on an annual basis:

- a) Full Sleeve Uniform Shirt (x3)
- b) Polo Shirt (x2)
- c) Uniform Pants (x3)
- d) Tie and Belt
- e) Sweater (x2)

43.02 The Company shall furnish all Train Crew Supervisors within the Bargaining Unit with the following uniform items once every two years:

- a) Weatherproof Jacket (x1)

43.03 The Company reserves the right to modify uniform requirements at its sole discretion. In such instances, appropriate uniforms shall be provided to all eligible employees within the Bargaining Unit.

ARTICLE 44 COPY OF THE AGREEMENT

44.01 The Company will provide a copy of the Agreement in electronic form to all employees.

44.02 The Company will provide an affected employee and/or the Union with an electronic copy of any document within the possession or control of the Company that is relevant to the insurance and benefit obligations of the Company pursuant to Article 25.

ARTICLE 45 LETTERS OF UNDERSTANDING

45.01 The Company and the Union may, at any time, agree to and sign Letters of Understanding which shall be attached to and form part of the Agreement, subject to renewal upon the expiry of this and any future collective agreements. The Letters of Understanding which are effective as of the ratification of this Agreement are attached as part of appendices.

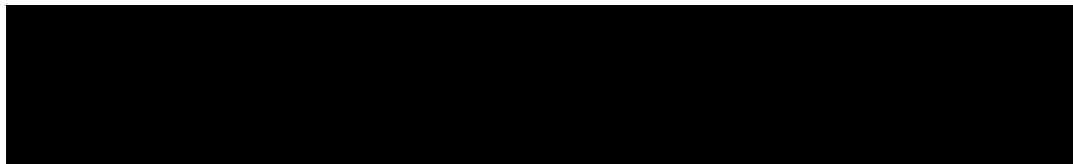
ARTICLE 46 TERM

46.01 This Agreement shall become effective upon ratification and shall remain in full force and effect until the end of the final pay period in the 2027 calendar year.

SCHEDULE A

Step Plan for Base Wage and GWI					
		Dec-24	GWI 2024 3%	GWI 2025 3%	GWI 2026 3%
Step 1	Probation (6 months)	30.6	31.518	32.5	33.4
Step 2	6 months- 1 year	36	37.08	38.2	39.3
Step 3	1 - 2 years	39	40.17	41.4	42.6
Step 4	>2 years	41	42.23	43.5	44.8

Additional Premiums	
Task	Premium (per hour)
Classroom training for LRV Operators or other similar Classifications	\$2.00
Temporary roles outside the scope of this Agreement	\$2.00



STEVE ISRAELS/IAW
for ATU Local 569.

NAMITHA LIZBETH
HR MANAGER, FOR TRANSED OMAA

DATE : NOVEMBER 12, 2025

SCHEDULE B

CLASSIFICATIONS AND JOB DESCRIPTIONS

Division/Department	Operations
Job Title	Train Crew Supervisor
Reports to	Train Crew Manager

Position Summary

The Train Crew Supervisor plays a critical role in ensuring the safe, efficient, and timely operation of train services within the assigned network or area. This frontline supervisor position involves managing a team of Light Rail Vehicle (LRV) operators and other operational staff while maintaining strict adherence to safety regulations, service schedules, and operational standards. The supervisor will work collaboratively with various departments, including the Operations Control Centre (OCC), maintenance, and engineering, to ensure seamless and coordinated transit operations. This role requires strong leadership, decision-making skills, and the ability to manage real-time challenges while upholding safety, service reliability, and workforce performance.

Roles and Responsibilities

Operations Management & Supervision

- Oversee daily train operations, ensuring safe, efficient, and timely service.
- Monitor real-time performance, addressing issues promptly to minimize disruptions.
- Conduct crew performance inspections, identifying risks and inefficiencies.
- Coordinate with other departments for dispatching, train washes, spare drivers, and operational needs.
- Inspect stations and stops, reporting deficiencies for maintenance or operational adjustments

Problem-Solving & Service Recovery

- Troubleshoot operational challenges and make real-time decisions to resolve service disruptions.
- Collaborate with relevant departments to implement service recovery strategies.
- Work with OCC and field teams to minimize disruptions and restore service.

Team Leadership & Development

- Lead, motivate, and support LRV operators and operational personnel.
- Ensure proper training, competency assessments, and ongoing development for LRV Operators.
- Conduct performance evaluations, coaching, and professional growth initiatives.
- Foster teamwork, accountability, and a strong safety culture.

Scheduling & Workforce Management

- Develop and maintain crew schedules through effective Crew Calling for optimal coverage.
- Oversee shift assignments, job briefings, and workforce deployment.
- Approve timecards, manage attendance, and enforce work-hour policies.
- Implement contingency plans for absences to ensure smooth operations.

Safety, Compliance & Incident Management

- Ensure compliance with relevant transit regulations and company safety policies.
- Conduct safety audits, address concerns, and support implementation of corrective actions.

- Act as the primary contact during emergencies, coordinating with emergency responders, field teams, and relevant authorities.
- Support investigations of all operational incidents, gather data, and implement any suggested preventative measures.

Communication & Reporting

- Maintain clear communication with departments, stakeholders, and passengers.
- Prepare detailed reports on operations, incidents, crew activities and performance
- Act as a liaison between operators, management, and other transit divisions.

Special Assignments & Event Support

- Assist with crowd control and operational coordination during Special Events.
- Support special projects assigned by the Deputy Operations Manager.

Union & Labor Relations

- Ensure compliance with the relevant Collective Bargaining Agreement (CBA).
- Handle investigations, grievances, and dispute resolution with HR and leadership.

Health, Safety, Environmental and Security

- A good understanding of, maintaining awareness of and following relevant health, safety and environmental legislation, TransEd Operation rule book, standard operation procedures, health, safety and environmental requirements and instructions within own role and organization.
- Continuously monitors area of responsibility to ensure compliance with legislation and TransEd safety procedures. Overall responsibility of passengers, staff and goods to enable compliance with regulations through safe and effective rail operation.
- Maintains an awareness and follows TransEd emergency, accident/incident plan, policy and procedures.
- Constructively challenges unsafe practice at all levels and report through the necessary channels.
- Informs/alerts the control centre to any hazards which have been spotted along the route.
- Understands the risk of ill health and the impact of wellbeing on the safety of an individual, others at work and the public. Understands strategies for fatigue management e.g., sleep quality, and stress management.
- Manages own fitness to enable work to be carried out competently in order to reduce the risk to health and safety to self and all stakeholders.
- Working knowledge of requirements and process for ensuring rail safety and security on the line, at stations and depots.
- Constantly maintains a secure environment and responds to security issues and takes appropriate action in the event of a breach of a security as accordance with company safe operation procedures, policies and safe systems of work.

Qualifications

- High school Diploma or equivalent
- 3-5 years' experience in transit or rail operations, or a related transportation field preferred.
- Previous LRT experience considered an asset
- Locomotive Engineer qualification considered an asset

- Strong leadership and team management skills, with experience supervising unionized employees.
- Excellent problem-solving abilities with the capacity to make quick, informed decisions under pressure.
- Effective communication and interpersonal skills to collaborate with multiple departments and stakeholders.
- Ability to work flexible hours, including nights, weekends, and holidays as required

Division/Department	Operations
Job Title	Line Controller
Reports to	OCC Manager

Position Summary

The Line Controller is responsible for the day-to-day monitoring and control of operational systems and processes within the control room. This role requires the ability to manage and oversee real-time data, systems, and communications to ensure the efficient operation of alignment. The Line Controller will work closely with other team members to prevent issues, troubleshoot problems, and ensure safety and compliance standards are met.

Roles and Responsibilities

System Monitoring & Control

- Monitor and manage all OCC systems, including radio communications, CCTV, BBR, ICS, and Agility.
- Control train operations and resource allocation to optimize efficiency and minimize disruptions.

Issue Detection & Troubleshooting

- Identify and respond to alarms, system faults, and operational issues (e.g., switch malfunctions, signal failures, collisions).
- Dispatch field personnel and initiate emergency or recovery protocols when necessary.

Communication & Coordination

- Serve as the primary liaison between OCC, LRV operators, TCSs, and other field teams.
- Coordinate with external stakeholders like ETS, EPS, emergency responders, and contractors

Data Logging & Reporting

- Maintain accurate records of system performance, incidents, and other operational data
- Assist in post-incident analysis and reporting to enhance future operations.

Safety & Compliance

- Ensure adherence to safety regulations, company policies, and industry standards.
- Identify hazards, report concerns, and support incident investigations.

Collaboration & Leadership

- Work with engineering, maintenance, and operations teams to minimize downtime.
- Uphold professionalism, accountability, and operational standards in the control room.

Emergency & Crisis Management

- Respond effectively to system faults or crises by implementing established emergency procedures.
- Maintain situational awareness, provide clear guidance and maintain communication with relevant stakeholders during crises

Training & Development

- Stay up to date on policy changes, procedures, and industry best practices.
- Support and mentor junior OCC personnel.

Additional Responsibilities

- Coordinate with LRV Operators and support operations as needed, in the absence of Train Crew Supervisors (TCSs)
- Assist with power control and service recovery planning.

Health, Safety, Environmental and Security

- A good understanding of, maintaining awareness of and following relevant health, safety and environmental legislation, TransEd Operation rule book, standard operation procedures, health, safety and environmental requirements and instructions within own role and organization.
- Continuously monitors area of responsibility to ensure compliance with legislation and TransEd safety procedures. Overall responsibility of passengers, staff and goods to enable compliance with regulations through safe and effective rail operation.
- Maintains an awareness and follows TransEd emergency, accident/incident plan, policy and procedures.
- Constructively challenges unsafe practice at all levels and report through the necessary channels.
- Informs/alerts the control centre to any hazards which have been spotted along the route.
- Understands the risk of ill health and the impact of wellbeing on the safety of an individual, others at work and the public. Understands strategies for fatigue management e.g., sleep quality, and stress management.
- Manages own fitness to enable work to be carried out competently in order to reduce the risk to health and safety to self and all stakeholders.
- A good understanding of, maintaining awareness of and following of requirements and process for ensuring rail safety and security on the line, at stations and depots.
- Constantly maintains a secure environment and responds to security issues and takes appropriate action in the event of a breach of a security as accordance with company safe operation procedures, policies and safe systems of work.

Qualifications

- Degree holder or higher diploma of post-secondary education in a related discipline or equivalent rail experience
- Experience managing a Station as a Station Master or Lead Station Master is an asset.
- Experience in transit operations, rail control, or a high-pressure control room.
- Strong decision-making, problem-solving, and communication skills. Experience of working in a safety critical role within Railway Operations and of following procedures and instructions.
- Ability to work flexible hours, including nights, weekends, and holidays.
- Rotational work schedule (days, evenings, nights, weekends, and holidays)