

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

- and -

THE AMALGAMATED TRANSIT UNION LOCAL 569, DATS UNIT

Duration: December 23, 2018 to December 18, 2021



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NOTES:

- 1 An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
- 2 A double asterisk (**) designates a new clause.

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

A Municipal Corporation
(hereinafter called the "City")

Of the First Part

- and -

THE AMALGAMATED TRANSIT UNION LOCAL NO. 569, DATS UNIT
(hereinafter called the "Union")

Of the Second Part

Part I – Main Agreement

1 Amendment and Termination

- * 1.01 The duration of this Agreement shall be from September 29, 2019 (the first day of the first pay period immediately following ratification of the Memorandum of Agreement by both parties) to December 18, 2021.
This Agreement shall take effect on the above specified date and shall continue in force and effect beyond the expiration date from year to year thereafter, unless notification of the desire to amend the Agreement is given in writing by either party to the other. Such notification must be given not more than 120 days nor less than 60 days prior to the expiration date. If amendment is desired, the contents of the amendment shall be provided to the other party within the time limit set out above. In this event, the existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code, or a strike or lockout commences in accordance with the Labour Relations Code.
However, changes to this Agreement, agreed upon by the parties to this Agreement, may be made at any time, provided that such changes are properly in writing and executed by the authorized officers of the parties to this Agreement.
The parties agree that there shall be no strike or lockout while this Agreement is in force.

2 Scope

- 2.01 This Agreement shall apply to all employees within the bargaining unit, as the said bargaining unit may from time to time be determined by the Labour Relations Board, except those persons agreed by the parties to be included or excluded.
- 2.02 If the City determines job descriptions are required, and creates them for jobs in the bargaining unit, then a copy will be given to the Union.
- 2.03 If the City creates new positions which fall within the scope of the bargaining unit then the City must notify the Union in writing, prior to posting the positions.

3 Definitions

EMPLOYEE STATUS

3.01 Probationary Employee

The words “probationary employee” when used in this Agreement shall mean a newly hired employee who is serving the required probationary period of a permanent, or part-time position.

3.02 Regular Employee or Permanent Employee

The words “regular employee” or “permanent employee” when used in this Agreement shall mean an employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the City.

3.03 Temporary Employee

The words “temporary employee” when used in this Agreement shall mean any employee who is filling a temporary position for a predetermined period of time. An employee who has been continuously employed for a period of 12 months in the same position will attain permanent status, subject to satisfactory performance. Such employee will be eligible for the applicable benefits provided in Part II - Health and Welfare Benefits.

Permanency will not be attained when a temporary employee is replacing an employee on disability leave. The parties may mutually agree to waive permanent status.

3.04 Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who is a part-time employee in accordance with Letter of Understanding “Part-Time Employment”.

3.05 Calendar Year

The words “calendar year” when used in this Agreement shall mean 12 calendar months commencing with the first day of January and ending December 31.

3.06 Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.07 Continuous Employment

The words "continuous employment" when used in this Agreement shall mean continuous permanent or probationary employment with the City.

3.08 Employee

The word "employee" when used in this Agreement shall mean a person assigned to a position coming within the scope of a Local Agreement.

3.09 Life Event

The words "Life Event" when used in this agreement shall mean:

- Marriage or cohabitation with a common-law spouse for a continuous one-year period;
- Birth, adoption or change in custody of a dependent child;
- Divorce;
- Legal separation or the ending of a common-law relationship;
- Death of a spouse or dependent child;
- Loss of a spouse's or dependent child's coverage under the spouse's employer's plan;
- Dependent no longer qualifies as a dependent under the plan; or,
- Spouse becomes eligible for benefits that are at least equivalent to the coverage provided under the City's plans.

3.10 Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who, through the individual's employment with the City, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.11 Monthly Salary

The words "monthly salary" when used in this Agreement shall mean:

Bi-weekly pay at regular rate of pay $\times \frac{26.1}{12} = \text{Monthly Salary}$.

3.12 Normal Retirement Age

The words "normal retirement age" when used in this Agreement shall mean 65 years of age.

3.13 Off Days

The words "off days" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis, in conjunction with the employee's regularly scheduled hours of work.

3.14 Position

The word "position" when used in this Agreement shall mean one or a single position, encompassing a specific set of duties and/or conditions to be filled by an incumbent.

3.15 Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to:

- an incumbent of a position, within the pay range specified for the classification of such position in Appendix I of this Agreement, or
- to any new classifications coming within the scope of this Agreement.

3.16 Shift

The word "shift" when used in this Agreement shall mean the employee's daily hours of work, as arranged under the provisions of this Agreement.

3.17 Shift Schedule

The words “shift schedule” when used in this Agreement shall mean a timetable showing the regular hours of work assigned to an employee. The schedule includes the regular daily hours, the days to be worked, and scheduled off days.

3.18 Trial Period

The words “trial period” when used in this Agreement shall mean the 3 month period of time required to be served by a part-time employee selected for a permanent position, during which time such employee’s suitability for the permanent position will be assessed.

3.19 Week

The word “week” when used in this Agreement shall mean the 7 day period commencing on Sunday and finishing on Saturday.

4 Managerial Responsibilities

4.01 Management Rights

The Union recognizes and affirms that the management of the DATS service, and direction of the working forces, including the right to suspend, discipline, discharge employees for just cause, hire, transfer, promote, demote and to make reasonable rules and regulations, be vested exclusively in the City. Reserved to management are all rights and responsibilities, unless otherwise specified in this collective agreement.

The Union also agrees that the City is solely vested with the rights to decide on its field of operations, location, methods of service, scheduling and sequence of operations, unless otherwise specified in this collective agreement.

4.02 Discipline

The City may discipline an employee for just cause. Investigations into disciplinary infractions shall be conducted as expeditiously as possible.

Copies of all disciplinary reports shall be provided to the Union, indicating clearly the exact nature of the matter. Such disciplinary reports shall be issued within 30 working days of the date the disciplinary infraction became known to the management supervisor. Should the infraction investigation require more than 30 working days, the employee will be advised through a Notice of Investigation. All Notices of Investigation shall be copied to the Union.

Should the Union or the employee be of the opinion that any disciplinary action is improper, then that disciplinary action may be the subject of a grievance and such grievance shall be processed in accordance with the grievance procedure of this Agreement.

- 4.02.01 When a supervisor issues a non-disciplinary documented counselling, the employee will be given a copy of such documentation.
- 4.02.02 Past disciplinary reports shall be deemed void after an employee has maintained a clear record with no disciplinary reports for a period of 24 months of active employment.
- 4.02.03 Where an employee is required to meet with a representative of the City and where the purpose of said meeting is to apply discipline to that employee, the employee shall be entitled to have a Union representative present during such meeting, if the employee so desires. In recognition of facilitating aspects of the Working Relationship Agreement (WRA), wherever practicable, the employee shall be advised of this entitlement by the City in advance of the meeting.
- 4.02.04 Suspensions for full-time operators will be based on an 8-hour shift.
Suspensions for a part-time operator who works less than 8 hours will be based on their regular part-time hours.
Suspensions for a part-time operator who works between 8 and 10 hours will be based on an 8-hour shift.
For operators not working an 8-hour shift, who are required to serve a suspension, work days may be adjusted for operational reasons.

5 Union Security

5.01 Recognition

The City recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours of work, fringe benefits and working conditions covered by this Agreement for all employees.

The parties hereby agree to negotiate with each other concerning matters covered by this Agreement affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

5.02 Check-Off of Union Dues

The City agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union, subject to the provision that the dues are in the form of a standard formula or standard dollar value for all employees in the bargaining unit. These deductions shall commence on the first day of a pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall provide the City with written notification of any alteration of the dues structure at least 30 calendar days in advance and implementation shall be within the said 30 day notice.

5.03 Conformity to the Labour Relations Code

If there is any conflict between the provisions of this Agreement and the Labour Relations Code, to the extent of such conflict, the Labour Relations Code shall prevail.

5.04 Names and Addresses of Union Representatives

The Union shall inform the City in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the City in writing of any changes to such list of names.

5.05 Employee Telephone Numbers and Addresses

The City shall provide the Union with a list of employee names, telephone numbers and addresses 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 City of Edmonton.

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.

* 5.06 No Discrimination

There shall be no discrimination against any employee by virtue of them being or performing their duty as a member of the Union.

5.07 New Employee Orientation

The City will provide an opportunity for a Union Officer to meet new employees for an orientation session, at a time and duration agreeable to the Union and the City.

6 Working Conditions

6.01 Hours of Work - Regular Operators

- a) Hours of work schedules shall be based on either:
 - ♦ a 5 day work week, 40 hours per week, with 2 days off; or
 - ♦ a 4 day work week, 40 hours per week, with 3 days off.
- b) Off days will be consecutive, wherever possible.
- c) An unpaid break of at least 30 minutes will be provided in each shift in excess of 5 consecutive hours, except where unforeseen or unpreventable circumstances occur.

6.02 Selection of Shifts

- 6.02.01 There shall be a minimum of 4 shift schedules posted over the calendar year prepared by the City.
- 6.02.02 The City shall post new shift schedules in a conspicuous place, normally not less than 5 days before the signing process commences. In the case of pressing necessity, the new shift schedules may be posted for a minimum period of 3 days.
- 6.02.03 A schedule of regular Operator signing times will be determined in seniority order. It is understood that the employee choice form will be used, wherever necessary, so that the signing process does not adversely impact the efficient delivery of service.
- 6.02.04 Operators, who are eligible to sign on the date the sign-up process commences, shall select their shift within a reasonable timing schedule determined by the City.
 - 6.02.04.01 Operators in receipt of Long Term Disability or Workers' Compensation benefits are eligible to sign on a major sign-up only if such employee's return to work date is known at the date the sign-up process commences, and falls within the first half of the posted shift schedule period.

Employees not eligible to participate in the sign-up under this provision will be placed on the Spareboard.

When such employee is medically cleared to return to work to the pre-disability position, the employee will be assigned Spareboard duties until the next major sign-up.
- 6.02.05 Prior to their scheduled signing time, Operators can indicate their choice of shift in writing to the supervising Union official, using the prescribed form. The Union official shall make the Operator's selection, as indicated on the form.
- 6.02.06 Operators who are not present at their signing time and who have not completed a choice form, shall have their selection made for them by the Union official. Such Operator shall be bound by the decision of the Union official for the duration of the shift schedule period.

6.03 Change of Scheduled Shifts

- 6.03.01 The City may change an employee's daily hours of work and will make every effort to provide 24 hours notice, provided that not less than 12 hours notice is given to the employee. The change to any employee's daily hours of work under this provision will be for no more than one hour earlier or later than the originally scheduled start or end time.

6.03.01.01 Statutory Holidays – Scheduling Employees to Work

On posted shift schedules, the City will schedule fewer than the total employees anticipated to be required to work on a recognized statutory holiday. Prior to the date of the actual statutory holiday, when the demand for service is clear, the City will post the number of additional shifts requiring coverage on the statutory holiday.

- a) Employees who are not already scheduled to work on the statutory holiday will be eligible to voluntarily indicate interest in working a shift on the holiday. Shifts will be assigned to interested employees in order of seniority.
- b) The City will make every effort to provide 24 hours notice to the employee(s), provided that not less than 12 hours notice is given to the employee(s) required to work.
- c) Should the City be unable to cover all required shifts in this manner, it shall be able to assign work on a statutory holiday to an employee not already scheduled to work in reverse order of seniority, with notice as outlined in (b) above. Eligible part-time Operators shall be used for this work in reverse “length of service” order, prior to any Full-time Operator being forced.

6.03.02 Where operationally required, the City may change an employee’s shift schedule for a particular sign-up period. In these circumstances, the City shall place the affected employee on the Spareboard, in order of seniority, with a minimum of 7 days notice to the employee. The City shall advise the Union of the reasons for the change.

6.03.03 Where operationally required, the City may post a newly developed shift schedule for all eligible employees, prior to the completion of the normal sign-up period. In this event, the City will advise the Union of the reasons for initiating a new sign-up sooner than scheduled, and discuss the timing of the new sign-up. The provisions of 6.02 “Selection of Shifts” shall apply except that the City will post the new sign-up for a minimum period of 7 days prior to the commencement of the signing process.

6.04 Spareboard

6.04.01 Shifts that are made available during the small sign-up will be available to all Block Operators (Block Operators are those operators who are unable to sign a shift on the big sign-up or choose to sign the Spareboard). Normally, there will still be up to 8 Operators who will not be able to sign a planned absence shift on the small sign-up. These Operators will form the spareboard and will be called “Spare Operators”. Should it be determined that on occasion if there is an operational need to go beyond the 8 spare operators, the City will advise the Union in advance. The City will require the Union’s agreement to increase the number of spare operators for a specified period of time.

6.04.02 Off days for the spare operators will be signed on the small sign-up. On a weekly basis, Spare Operators will sign their off days, in seniority order. Every effort will be made to have the off days as consecutive days (recognizing that Sunday and Saturday off days are considered an acceptable split).

6.04.03 Work for the Spare Operators will be assigned the day before by 11:00 a.m. Spare Operators will be required to call their Operations Technician office after 11:00 a.m. to confirm the following day’s work. The Spare Operator will be advised of the start and end time of the following day’s shift.

6.04.04 Shifts will be either 8 or 10 hours in duration. Every attempt will be made to keep Spare Operators hours to 40 hours per week. However, if the operator is covering one or more 10-hour shifts, weekly hours may exceed 40 hours.

DATS will make every effort to make the work assignments as consistent as possible by attempting to avoid large variations in start and end times during any particular week, recognizing that over time Spare Operators may have a variety of start times.

If any last minute full-week shifts, that operationally require coverage, become open, they will be offered to Spare Operators, who are not already covering a route (whether through the small sign-up process or having accepted a shift already), in seniority order. A Spare Operator who declines a shift will be contacted again if another shift comes open.

* 6.05 Review of Shifts

A copy of the scheduled full-time and part-time shifts shall be made available to the Shift Schedule Review Committee for its perusal, one (1) week prior to a sign-up being posted. The Shift Schedule Review Committee may provide feedback on such scheduled hours, which the City will consider

- ** 6.05.01 The Union shall have an opportunity to peruse all mini signups prior to posting. This will be done on the Union members own time and not during their shift.

6.06 Shift Trades

- * 6.06.01 Employees may trade shifts subject to the approval of DATS Administration and in accordance with the applicable rules. Approval for trades will not be unreasonably withheld. Approval of requests for shift trades that meet the criteria will be given within 48 hours of the request being forwarded to Operations Technicians
- 6.06.02 Every trade must be recorded.

6.07 Overtime

- 6.07.01 Where a regular employee is required to work hours in excess of their regular hours of work, that is, in excess of:
- ♦ 8 hours per day or 40 hours per week; or
 - ♦ 10 hours per day, or 40 hours per week for those employees on compressed hours of work arrangements,
- the employee shall be paid:
- ♦ 1½ times the employee's regular rate of pay for the first 2 hours of overtime worked, and
 - ♦ 2 times the employee's regular rate of pay for each overtime hour worked thereafter until relieved from duty.
- Overtime claims of 10 minutes or less shall not be eligible for payment.

6.08 Pay for Work on Off Days

- 6.08.01 All regular employees who are required to work on a day off will be paid at 2 times their regular rate of pay for all hours worked.

6.09 Pay for Work on a Statutory Holiday

- 6.09.01 An employee who commences work on a recognized statutory holiday, for which the employee is eligible, shall receive 2 times their regular rate of pay until the employee concludes working.
- a) The premium rate of pay specified in this section shall be paid only to those employees who work on the actual calendar day for the statutory holiday as established by legislation.
 - b) The provisions in this article shall govern instead of the overtime and off day premium provisions of this Agreement.

* **6.10 Returning to Work After Absence**

An employee returning to work following an incident of any absence must provide Operations Technicians with as much notice as possible. In any event, in order to return to the employee's regularly assigned shift, such employee must notify Operations Technicians prior to 08:00 hours, on the day preceding the expected return to work date.

Employees who do not provide such notice shall report to Operations Technicians and will be assigned available work without loss of pay.

6.11 Operation of DATS Vehicles

Only DATS Operators employed in a position within the Union, shall operate City owned DATS vehicles carrying passengers, except for emergent operational situations.

6.12 Leave for Medical and Dental Appointments

- 6.12.01 Permanent and probationary employees will schedule and attend their medical and dental appointments on their own time. Only when this is not possible will appointments be allowed on City time, without loss of pay, to a maximum of 3 hours. Such employees shall not be required to make up the time spent away from work to keep the appointment.
- 6.12.02 A permanent or probationary employee compelled to arrange a medical or dental appointment during working hours which takes longer than 3 hours, shall have such time deducted from the employee's earned Income Protection Benefits, unless otherwise provided.
- 6.12.03 In instances when an employee is compelled to attend a medical or dental appointment during working hours, other than emergent situations, the employee shall provide as much notice as possible to the supervisor. However, at a minimum, the employee must inform the supervisor of the appointment by 11:00 a.m. of the previous day.
- 6.12.04 A permanent or probationary employee who is compelled to attend medical or dental appointments during working hours shall be excused from the employee's duties at a time suitable for the employee to attend the appointment.
- 6.12.05 Upon return to work from a medical or dental appointment, such employee shall be assigned duties until the normal completion of the shift. If the City requires such employee to work in excess of the employee's normal shift, then such employee will be eligible for overtime as provided for in this Agreement.
- 6.12.06 A permanent or probationary employee who is compelled to attend a medical or dental appointment during working hours shall produce a medical certificate proving attendance at such appointment, signed by a doctor, dentist or chiropractor, in order to qualify for payment as defined in 6.12.01 and 6.12.02.

6.13 Payment for Accident/Major Incident Reporting

Employees involved in an accident or major incident having actual or probable property damage or injury to other parties shall complete a written Accident/Major Incident Report of the event.

Such Report shall be completed within 24 hours of the time the event took place, or the time it was brought to the employee's attention. Employees completing the Report outside their normal working hours shall be paid ½ hour at the employee's regular rate of pay.

6.14 Performance Review / Meetings

Operators shall be required to meet with supervisors for the purpose of an annual performance review and other performance related matters. Such meetings shall be at the operator's regular rate of pay, and will be scheduled by the supervisor prior to or following the operator's regular hours of work. The regular rate of pay will apply for up to 3 hours annually. Applicable overtime rates will apply for such meetings after the 3 hours has been exceeded.

6.15 Pre-Trip Inspection

Operators are expected to do a "start of shift procedure" as specified in the 2014 DATS Operator Manual. Up to 10 minutes is allocated for these functions.

6.16 Delay Pay

It is agreed that a reasonable degree of tolerance must be observed in the actual time of return of buses to the garage. Delay claims will only be recognized in instances where the delay is 10 minutes or greater.

7 Remuneration

7.01 Wages

The regular rates of pay established in Appendix I of this Collective Agreement shall apply.

Employees shall be paid every 2 weeks.

7.01.01 Retroactive Pay

Past employees who were employed in a position within the scope of this Agreement, between the expiration date of the previous Agreement and the date of the signing of this Agreement, shall be eligible for any retroactive adjustment of the regular rate of pay consistent with the settlement, if they apply for the retroactive adjustment, in writing, within the 60 calendar day period following the effective date of the successor Agreement.

7.02 Compensation Errors

Should the City issue an employee with a cheque that represents an overpayment, then the City shall make the necessary monetary adjustments and/or take the internal administrative action as is necessary to correct such error(s). The City shall also advise the employee of such overpayment and whatever action the City is taking with respect to the matter.

If the City issues an employee with a cheque that represents an underpayment, then the City shall make the necessary monetary corrections forthwith.

7.03 Failure to Report

When a Operator arrives late for work, or does not report in for work, the incident will be considered as a Failure to Report (F.T.R.). If the employee subsequently reports to the Operations Technician, DATS Administration will make every reasonable effort to assign work hours comparable to the Operator's regular hours or regular route; however, there shall be no guarantee of hours or amount of work for the day.

7.04 Wage Increment Delay Due to Absence From Work

An employee who is:

- Absent from work for any reason other than paid vacation leave for a period of 30 or more consecutive days and
- who has not yet attained the "thereafter" rate of pay assigned to the pay range in Appendix I,

shall have the required hours for wage increment purposes extended by the number of consecutive calendar days of such absence in excess of 30 days (converted to hours).

8 Fringe Benefits

8.01 Statutory Holidays

8.01.01 Recognized Statutory Holidays

8.01.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in 8.01.03.

- ♦ New Year's Day
- ♦ Family Day
- ♦ Good Friday
- ♦ Easter Monday
- ♦ Victoria Day
- ♦ Canada Day (July 1, or July 2 when July 1 is a Sunday)
- ♦ Civic Holiday
- ♦ Labour Day
- ♦ Thanksgiving Day
- ♦ Remembrance Day
- ♦ Christmas Day
- ♦ Boxing Day (December 26), and
- ♦ any other holiday which the City allows employees as a whole.

8.01.01.02 Temporary employees who have completed 30 calendar days of continuous service immediately prior to the statutory holiday or have completed 30 working days with the City in the preceding 12 months shall be entitled to receive such statutory holidays as are set forth in section 1(1)(g) of the Employment Standards Code (S.A. 1996 c.E-10.3), or as follows (whichever is more favourable):

- ♦ New Year's Day
- ♦ Family Day,
- ♦ Good Friday
- ♦ Victoria Day
- ♦ Canada Day (July 1, or July 2 when July 1 is a Sunday)
- ♦ Labour Day
- ♦ Thanksgiving Day
- ♦ Remembrance Day and
- ♦ Christmas Day.

- * 8.01.01.03 Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, probationary or permanent and shall be paid in accordance with the Alberta Employment Standards Code.

8.01.02 Observance of Statutory Holidays

The statutory holidays, as specified in this section shall be observed by the parties to this Agreement on the normal calendar day of occurrence, or the legal date for observance of the statutory holiday established by legislation, or a day designated by the City.

8.01.03 Eligibility for Statutory Holidays

- 8.01.03.01 All employees shall receive the recognized statutory holidays for which they are eligible either:
- ♦ as a day off with pay, or
 - ♦ other day off with pay in lieu of such statutory holiday; or
 - ♦ pay in lieu.

- 8.01.03.02 In order to be eligible for the statutory holiday, employees must be:
- a) available for work (in accordance with their regular hours of work), preceding, during and following the designated day for observance of the holiday; or,
 - b) on an approved leave for a period of 10 working days or less duration, or
 - c) on an approved SI/LTD/WCB claim that is greater than 10 days in duration, which ends the working day before the statutory holiday.

Further to 8.01.03.02 (b), the following limitations apply:

- ♦ If the leave is a result of a compensable accident, the affected employee shall only be eligible for the statutory holiday if the period of leave commences after the observed date of the statutory holiday.
- ♦ If the statutory holiday or lieu day occurs during a sick leave that is 14 calendar days or less, the employee shall receive such day paid as a statutory holiday and the remaining time shall be paid from applicable sick leave entitlement.

- 8.01.03.03 Where the City designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day.

In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and supervisor.

If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.04 Permanent Employees on a Compressed Work Week Schedule (4-10's)

A day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent of 8 hours work.

However, in order to balance hours of work, permanent employees participating in the compressed work week arrangement shall have the option to:

- a) use vacation credits to balance hours; or,
- b) be scheduled to work one additional hour for 2 shifts at their regular rate of pay during the pay period in which the employee will receive a statutory holiday off with pay. The additional hour to be worked shall be scheduled on shifts immediately following the statutory holiday except in situations where the statutory holiday(s) occurs at the end of a pay period. In this case, employees shall work the additional hour on scheduled shifts immediately prior to the statutory holiday.

8.02 Annual Vacation Leave

8.02.01 Vacation Leave Provision

- 8.02.01.01 A permanent or probationary employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix III - Vacation Entitlement for Permanent or Probationary Employees.

- 8.02.01.02 A provisional or temporary employee shall be eligible for paid vacation leave

in accordance with the provisions of Appendix IV - Vacation Entitlement for Temporary Employees.

- 8.02.01.03 An employee shall be entitled to vacation credits commensurate with the employee's status as temporary, probationary or permanent and the employee's vacation pay shall be their regular rate of pay. A part-time DATS operator shall be entitled to annual vacation in accordance with the Employment Standards Code.
- 8.02.01.04 When a temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the City as a temporary employee and dividing by 26.1. The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, the months employed as a temporary employee which occur prior to a break in employment of 12 continuous months will not be used in ascertaining years of service for vacation leave purposes.
- 8.02.01.05 When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the City as a part-time employee in a calendar year and dividing by the yearly number of hours worked by full-time employees in similar positions. The result thus obtained shall constitute the years of service and these added to subsequent years of continuous service shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices. However, part-time employment which occurred prior to a break in employment of 12 continuous months will not be used in ascertaining years of service for vacation leave purposes.
- 8.02.01.06 An employee shall receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the City.
- 8.02.01.07 Subject to City Policy, an employee may be permitted to carry over vacation to the next vacation year.
- 8.02.01.08 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. In case of death, payment shall be made to the employee's estate. The City shall recover any vacation leave advanced to the employee from any monies which are owed to the employee.
- 8.02.01.09 If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation leave of that employee, the employee shall receive equal time off, with pay, or pay in lieu thereof, at the discretion of the City.
- 8.02.01.10 An employee who has been absent from work without pay shall cease to earn vacation credits commencing with the first complete pay period of such absence and continuing until the employee returns to work.
- 8.02.01.11 A permanent or probationary employee absent because of occupational or non-occupational disability shall earn vacation credits in accordance with the following:
- ♦ A permanent or probationary employee absent because of occupational disability for a period in excess of 180 consecutive calendar days, shall cease to earn vacation credits after the 180th calendar day until the employee returns to work.
 - ♦ A permanent or probationary employee who is in receipt of Income Protection benefits shall continue to earn vacation credits.

- ♦ A permanent or probationary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work for the City in any form of remunerated employment.
- 8.02.01.12 If an employee produces evidence within 24 hours of their return to work, satisfactory to the City, 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, subject to the agreement of the City. The conversion of vacation to income protection will only be considered if the employee had reported the disability to the City during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Union.
- NOTE: Such evidence must have been obtained during the period of disability and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.
- 8.02.01.13 A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.
- 8.02.01.14 Insofar as the efficient operation of a department will permit, an employee shall have the right to choose the period of vacation according to seniority standing.
- 8.02.01.15 The "vacation year" for accrual purposes for all regular DATS Operators will be the period between the first day of the first pay period and the last day of the final pay period in the year.
- 8.02.01.16 An employee may be allowed to take vacation leave to the maximum of their earned vacation leave. During the vacation year in which the employee is eligible for increased vacation entitlement, and thereafter, the employee may use such increased vacation entitlement prior to their anniversary date. In the event that such increased vacation entitlement is used prior to their anniversary date and the employee leaves the service of the City prior to the employee's anniversary date the provisions for recovery of advanced vacation credits as found in this Agreement shall apply.

8.02.02 Signing Annual Vacation Leave

- 8.02.02.01 A vacation sign-up will be held no later than March 31 each year. Regular Operators will sign for vacation between pay period 8 of one year and pay period 7 of the following year (April to April).
- 8.02.02.02 A list showing the vacation allowance which regular Operators will be eligible for will be posted on appropriate bulletin boards no later than February each year.
- 8.02.02.03 The vacation time schedule will be posted at least 15 calendar days prior to the sign-up.
- 8.02.02.04 Insofar as the efficient operation of DATS permits, an employee shall have the right to choose vacation according to seniority standing. In the event that the employee does not exercise this choice, DATS Administration shall assign the vacation period.
- 8.02.02.05 Regular Operators are encouraged to complete vacation choice slips and provide a copy to the Union. In the event a Operator is unable to communicate their choice of vacation time due to exceptional circumstances beyond their control, the Union representative attending the signup may attempt to exercise

the employee's choice as indicated on the choice slip.

- 8.02.02.06 The number of employees allowed to take vacation at any one time will be dependent on operational requirements.

8.03 Leave of Absence

8.03.01 Leave of Absence Without Pay for Union Representatives

8.03.01.01 Local Union Employment

In the event that an employee becomes a full-time Union official, the employee shall be granted leave of absence without pay, for the purpose of carrying out the duties of office.

- a) Seniority shall continue as if the employee had been continuously employed with the City.
- b) The employee shall have the right at any time to return to the previously held position, or to such other position to which the employee may be promoted by reason of seniority and ability. In order to do so, the employee shall provide written notice to the City, no later than 30 days after ceasing to be a full-time Union official.
- c) Such an employee shall contribute to the Welfare Fund and all of the employee benefit plans in accordance with the conditions of such plans. It is understood that the City's contribution toward the cost of such benefits will be borne by the Union.

8.03.01.02 Union Employment (Other Than Local Union)

An employee who acquires a full-time position with any labour body affiliated with the Union, will be granted a leave of absence without pay and will be subject to the provisions outlined in articles 8.03.01.01(a) to 8.03.01.01(c).

8.03.01.03 Union Delegate

Insofar as the efficient operation of DATS permits, an employee elected as a delegate to Union conventions, seminars or training sessions may be granted leave of absence without pay.

8.03.01.04 Leave of Absence Without Pay - General

Insofar as the efficient operation of DATS permits, leaves of absence without pay may be granted to an employee, at the discretion of the City.

8.03.02 Leave of Absence With Pay for Union Representatives

The City shall grant leave of absence with pay to employees representing the Union, in accordance with the following provisions:

8.03.02.01 Bargaining Representatives

In the event that an employee is appointed to the negotiating committee for the Union, the bargaining representative shall be granted paid leave during such time as the Union representatives meet with the City representatives for the purpose of collective bargaining.

Such leave will be paid at the employee's regular rate of pay for the position to which they are permanently appointed or serving the required probationary period thereof.

Paid leave for the purpose of meeting with representatives of the City in collective bargaining shall be provided to no more than 2 employees appointed

to the negotiating committee for the Union.

8.03.02.02 Labour Management Consultation Committee Meeting Representatives

The City will grant paid leave for up to 2 members of the bargaining unit, to attend Labour Management Consultation Committee meetings.

8.03.02.03 Shift Schedule Review Representatives

The City will grant paid leave for up to 2 members of the bargaining unit, to attend a Shift Schedule Review Committee meeting. The duration of such leave shall not exceed 4 hours per posted shift schedule. The effectiveness of having the bargaining unit members participate in the Shift Schedule Review Committee will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.

8.03.02.04 Shift Schedule Signup Representatives

The City will grant paid leave for one member of the bargaining unit, to attend the shift schedule signup. The duration of such leave shall not exceed 8 hours. The effectiveness of having the bargaining unit member participate in the signup process will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.

8.03.02.05 Vacation Signup Representatives

The City will grant paid leave for one member of the bargaining unit to participate in the annual vacation signup. The duration of such leave shall not exceed 8 hours per annual signup. The effectiveness of having the bargaining unit members participate in the signup will be reviewed by the parties, with the understanding that this arrangement will continue as long as it proves to be effective.

8.03.02.06 Health and Safety Committee

The City will have a Health and Safety Committee, with Terms of Reference establishing the purpose, composition and administration of the Committee. A minimum of 2 Operator representatives will be included in the composition of the Committee.

8.03.02.07 Grievance Representatives

In the event that a Union officer is required to meet with City representatives to discuss a grievance, the Union officer may be granted leave with pay. If the City requires the attendance of the employee who is grieving, that employee may also be granted leave with pay.

8.03.02.08 Matters of Mutual Concern

Leave of absence with pay for other matters of mutual concern may be approved at the discretion of the City.

8.03.02.09 Leave With Pay - Normal Hours of Work

Leave of absence with pay shall be for those hours the employee normally would have worked, had that employee not been required to meet with representatives of the City.

*** 8.03.03 Bereavement Leave**

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently

appointed or serving a required trial term thereof in accordance with the following::

- * 8.03.03.01 When death occurs in the employee's immediate family - that is, current spouse/common-law partner, child/ward, parents/legal guardian, the employee, on request, shall be excused for up to any 5 regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 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 12 month period. Such request is subject to the approval of the City. In no circumstances, however shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

- * 8.03.03.02 Three days leave with pay to attend funeral services of persons related as follows:
 - grandchild,
 - parent/legal guardian of current spouse/common-law partner,
 - brother,
 - sister,
 - brother-in-law,
 - sister-in-law,
 - son-in-law,
 - daughter-in-law, or
 - a related dependent of the employee.

The employee, on request, shall be excused for up to any 3 regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death.

- * 8.03.03.03 One day of leave with pay to attend funeral services of persons related as follows:
 - grandparent, or
 - grandparent of current spouse/common-law partner

The employee, on request, shall be excused for up to one regularly scheduled working day without loss of pay at the employee's regular rate of pay. Such leave shall be taken within 12 months of the death

- * 8.03.03.04 When death occurs involving a person related more distantly than those listed within this clause, paid bereavement leave of one-half day shall be granted upon request. Such leave shall be taken within 12 months of the death. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.
- * 8.03.03.05 The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance..
- * 8.03.03.06 A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.
- * 8.03.03.07 Should additional time be required due to extenuating circumstances, employees may be approved to utilize vacation credits or banked time, or be

granted leave without pay, upon request.

8.03.04 Maternity/Parental Leave

Maternity leave, which is the voluntary leave relating to the birth of a child, shall be granted by the City in accordance with the following:

- 8.03.04.01 To a pregnant female employee who is either permanent or has been employed with the City for a period of at least 12 consecutive months, upon her application to her Department Head. Except where otherwise specified in the Employment Standards Code, the City will be under no obligation to provide future employment if:
- ♦ the employee fails to make an application for maternity leave; and
 - ♦ the employee fails to report for work, and
 - ♦ the City is unable to reach the employee, or does not receive a satisfactory explanation for the absence.
- 8.03.04.02 Maternity leave shall be without salary but eligible employees may receive benefits as stipulated below. Employees on such leave will not lose seniority.
- 8.03.04.03 Employees who are members of the City's Disability Plans and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may qualify for Supplemental Unemployment (SUB PLAN) benefits for the duration of the valid, health-related period, subject to the terms of the SUB PLAN. In any event, receipt of SUB PLAN benefits will begin no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Such employees who do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.
- NOTE: For the purposes of this Section, the City's Disability Plans shall include the Income Protection Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.
- "Valid health-related portion" shall mean that period of an eligible employee's pregnancy prior to and following childbirth, during which she is disabled (in accordance with the terms of the City's Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.
- 8.03.04.04 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than 6 weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to 12 weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her position or such alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.
- 8.03.04.05 Maternity leave shall be in accordance with the provisions in the Employment Standards Code which is up to 15 weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers shall be granted up to 37 additional weeks of unpaid parental leave, for a combined total of 52 weeks leave. Employees may be eligible for parental benefits from Employment Insurance during the parental leave period.
- 8.03.04.06 An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period

during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.

- 8.03.04.07 Whenever the employee is absent for more than the approved period of maternity and/or parental leave, unless the absence is due to unforeseen or unpreventable circumstances the employee shall automatically be deemed to have terminated employment when the said period expires.
- 8.03.04.08 An employee returning from maternity and/or parental leave within the approved period shall be given the same position, if available, or a comparable position, at the employee's former rate of pay, provided notice of return to work is given to the City. As much notice as possible should be given, but in any event, the notice period shall not be less than 4 weeks.
- 8.03.04.09 Parental leave of up to 37 weeks in duration for fathers or adoptive parents will be granted in accordance with the provisions of the Employment Standards Code. Employees on such approved leave will not lose seniority.

8.03.05 Short-Term Emergency Leave

Employees may be approved to utilize vacation credits or banked time to attend to short-term emergent family situations.

8.03.06 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the City.

8.03.07 Participation in Benefit Plans While on Leave of Absence

- 8.03.07.01 Employees granted leave of absence without pay for a period of one complete pay period or more shall, before their leave of absence commences, choose one of the following options:
- 1) Make appropriate arrangements through the payroll section of their department to pay both the City and employee portions of the Group Life Insurance, Supplementary Health Care, and Dental Plans prior to commencing their leave of absence. Employees shall be responsible for the full costs of maintaining coverage in the Alberta Health Care Plan. Employees shall also pay the required Long Term Disability Plan contributions for the duration of the leave of absence and shall make appropriate arrangements to pay such required contributions prior to commencing the leave of absence. Such employees shall not be eligible to receive benefits from the Income Protection Plan or the Long Term Disability Plan until the period of approved leave has expired. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.
 - 2) Make arrangements through the payroll section of their department to sign a declaration which provides that the employee will not continue their membership in the Group Life Insurance, Supplementary Health Care, Dental Care and Long Term Disability Plans during the period of leave of absence. Employees who sign such declaration shall not be eligible to receive benefits from such Plans until such time as they return to work following the period of leave of absence. Employees who become disabled during the period of leave of absence shall not be eligible to receive Income Protection Plan or Long Term Disability Plan benefits, upon completion of the period of leave of absence, until such time as they return to work for at least 10 consecutive work days. In addition, employees selecting this option

shall, upon re-entry into the Dental Care Plan, have benefits limited in accordance with Part II, 7.04. Employees are required to submit union dues and charitable donations directly to the Union during the leave period.

- 8.03.07.02 An employee who does not undertake one of the options provided for in 8.03.07.01 shall, for all benefit plan purposes, be considered to have selected option number 2 and will be bound by the conditions therein.
- 8.03.07.03 It is specifically provided that employees who elect to continue benefit plan coverage during a period of leave of absence shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.
- 8.03.07.04 The provisions of Article 8.03.07 - *Participation in Benefit Plans While on Leave of Absence* shall apply to an employee who has been granted maternity leave except when such employee is eligible for Supplemental Unemployment Benefits or Income Protection or Long Term Disability Benefits as provided for in accordance with Article 8.03.04 - *Maternity/Parental Leave*.
- ** 8.03.08 Employees will be eligible for any additional Leaves of Absence in accordance with the Alberta Employment Standards Code
- * 8.03.09 Working for Gain While on a Leave of Absence
An employee engaged in other employment for gain without the express written consent of the City while on leave of absence shall be deemed to have automatically terminated their service with the City

8.04 Health and Welfare Benefit Plans

8.04.01 Benefits

Employees covered by this Agreement shall be bound by the conditions specified in Part II of this agreement and shall be eligible for benefits in accordance with the provisions of the Plans.

Pension benefits and terms and conditions are set forth in the Public Sector Pension Plans Act (1993), including relevant schedules and regulations. All eligible employees shall participate in this plan and make required contributions by payroll deductions.

8.05 Clothing

- 8.05.01 The City agrees to supply employees with a uniform issue as described in Appendix II. Employees are responsible for the cleanliness and appearance of their uniforms.
- 8.05.02 The first issue of clothing will be made as soon as possible after successful completion of the DATS training program.
- 8.05.03 The regular issue of uniform entitlement shall be made May 1st of each calendar year at a location determined by DATS Administration. Employees eligible for a winter parka will receive such issue October 1st of each calendar year.
- 8.05.04 A footwear allowance will be provided to DATS Operators with the intention of subsidizing the purchase of footwear in accordance with a minimum standard or description determined by the City. Payment options are:
- ♦ A footwear allowance of \$75 (\$100 effective December 27, 2015) will be made to Operator employees in the service of DATS each year, processed on the pay day closest to November 15.

- 8.05.05 If the employee leaves the service of the City within the first year of employment, reimbursement of the cost of the first clothing issue and footwear allowance shall be deducted from final monies owed, based on the following formula:

$$A \times \frac{(12 - B)}{12} = C$$

A = Total cost of clothing issue and footwear allowance

B = Complete months since initial issue

C = Deduction from the employee's final monies owed.

- 8.05.06 If the employee leaves the service of the City for any reason other than retirement, the employee shall reimburse the City for the clothing issue in the year of termination in accordance with the following formula:

$$A/2 \times (B/12) = C$$

A = Total cost of the clothing issue and footwear allowance that preceded the termination of employment

B = Total number of the months starting with the month of termination of employment and ending in April of the following year

C = Deduction from the employee's final monies owed.

- 8.05.07 Where a new employee becomes eligible for the first clothing issue after October 31st of any calendar year, such issue will be regarded as the regular issue for the following calendar year.

- 8.05.08 An employee may elect to receive a payment equivalent to half the value of the clothing issue due in the retirement year, instead of the actual clothing issue.

- 8.05.09 For security reasons, articles of clothing having the Transit/DATS insignia permanently affixed thereon must be returned to the City upon termination of employment.

8.06 Parking

Parking will be supplied, where possible, to all employees who make request for same. A rate of \$1.00 per month shall be charged per employee using the parking facilities.

8.07 Medical Examinations

A Operator who wishes to take the medical examination required for their operator's license at the City's expense shall arrange such medical examination with the medical authority appointed by the City.

8.08 Retiree Transit Pass

The City shall provide an annual Edmonton Transit pass to members and their spouses upon the date such members retire:

- a) to a pension at or after the full age of 55 years; or
- b) to a permanent disability pension,
under the Local Authorities Pension Plan.

Employees hired after the effective date of this Agreement must have accrued a total of 5 years of service or more with Edmonton Transit (Main and/or DATS), in order to be eligible for the annual Transit Pass.

9 Employment

- 9.01 Where the City has reason to question an employee's medical or physical fitness to safely perform the duties of the DATS Operator position, such employee shall be subject to a medical or physical examination as directed by the City. A change of classification from full-time to part-time or part-time to full-time will not, in itself, be sufficient reason to trigger such an examination.
- * 9.02 The normal probationary period for all newly hired permanent employees shall be 6 months or 1,040 hours of service, performing regular driving duties whichever occurs first. The probationary period may be extended for a period up to 3 months of *regular driving duties*, with a possible further extension of time up to 3 months of regular driving duties. However, prior to the last extension, the Union shall be given the opportunity to review the reasons for such extension.
- 9.03 Extension of the normal probationary period shall not preclude an employee who becomes eligible for benefits, as established in Part II of this agreement, from participating in such plans.
- 9.04 Probationary employees who do not meet the requirements of the position or for permanent status during the probationary period shall be separated from the City in writing without notice.

9.05 Trial Period

A part-time employee who is selected as a regular employee shall serve a trial period of 3 months (or 520 hours of service), which may be extended for another period up to 3 months (or 520 hours). The Union shall be given the opportunity to review the reasons for such extension.

- 9.06 In the event an employee is absent from employment, who has not obtained the approval of an individual designated to authorize absences at the employee's place of work, the City will attempt to contact the employee. If no contact has been made with the employee the union will be notified prior to the conclusion of the 3rd day of absence.

Should the Union and the City be unable to make contact with the employee after 5 consecutive working days, or the employee has not returned to work, they will be deemed to have terminated their employment unless it is subsequently shown by the employee that special circumstances prevented them from reporting to their designated place of work.

10 Layoffs, Rehires and Technological Change

10.01 Layoffs

- 10.01.01 Where the City determines that it is necessary to reduce the number of non-permanent employees in any classification, the part-time employee last hired shall be laid off.
- 10.01.02 Where the City determines that it is necessary to reduce the number of regular employees in any classification, the Administration shall lay off first, the last employee taken into employment and so on, as far as practical and having regard to efficiency.
- 10.01.03 Where the City has made the decision to layoff a regular employee, such employee shall first be offered a part-time position. If there are no part-time positions vacant at the time, then the part-time employee last hired shall be laid off.
- Should a regular Operator accept a part-time position, then such Operator's employee status shall change to part-time, and the employee shall be subject to the provisions of this Agreement for part-time employees. If the regular employee does not accept a part-time position, then such employee shall be laid off.

10.02 Rehires

If a regular DATS Operator is laid off and then, during the 24 month period following the layoff:

- ♦ a vacant position, required to be filled, occurs or
- ♦ the number of Operator positions increases,

the last employee laid off from such position, if available, qualified, and able to perform the required duties, will be given preference on re-employment.

10.03 Technological Change

The City shall notify the Union of its intention to implement any technological change that directly affects the work life of Operators. Such notification shall include the nature of the change, date of implementation of the change, the jobs affected by the change and any training to be supplied by the employer.

11 Posting and Filling Vacancies

11.01 Notices of vacancies required to be filled shall be conspicuously posted, for a period of 7 calendar days. Where the City experiences difficulty filling positions postings may remain open for longer than 7 calendar days.

The posting of Internal Bulletins shall be for 7 calendar days and shall be restricted to the DATS facility(ies).

- 11.02
- a) Electronic applications are encouraged; however, paper applications shall be accepted and shall be addressed to the Human Resources Branch, clearly indicating the appropriate job requisition number and the return address of the applicant and sent to the location indicated on the posting.
 - b) The Human Resources Branch shall notify the Union of the proposed appointee(s) and the names of all employees who were unsuccessful applicants upon the completion of the selection process.
 - c) The Human Resources Branch shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant. Such employee shall have 10 working days from the date of notification to initiate a grievance. The City shall appoint the selected applicant, and that appointment shall be final subject to satisfactory completion of the required probationary or trial period, or the outcome of any grievance filed within 10 working days from the date the last employee received notification from the City of the selected applicant.

11.03 Any vacancy required to be filled must be posted immediately. However, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for a period up to 90 calendar days.

11.04 Appointments may be made by mutual agreement between the Union and the City without posting.

11.05 If a position becomes vacant due to the reversion or the termination of an employee during the initial probationary or trial period, DATS Administration may make another selection from among the original applicants on that competition, without re-posting.

12 Seniority and Reversion

- 12.01 Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become and has since continued as a permanent employee.
- 12.02 Part-time employees shall not have seniority standing.
- 12.03 A list showing the seniority of employees within the jurisdiction of the Union shall be provided annually by the City to the Union.
- 12.04 A permanent DATS Operator who has transferred to another position in the City, outside the scope of this agreement, may choose to revert to their former position for a period of up to 3 months. Upon such reversion, an employee's seniority within this Agreement shall be deemed to be uninterrupted and shall include the period of time during which the employee assumed the other position. The above conditions shall apply for a period of up to 12 months in cases where the employee is reverted by the City.
- 12.05 Permanent employees shall continue to accrue seniority during all periods of unpaid leaves of absence up to 12 months in duration, provided they have paid dues for the period of leave, in accordance with Part I, Article 8.03.07 - *Participation in Benefit Plans While on Leave of Absence* points (1) and (2). In the event that an employee fails to pay dues during their leave and does not return to the City at its expiration, then the City, as directed by the Union, shall deduct the dues from any remuneration remaining payable to the employee. Dues will be remitted to the Union, provided that any monies owed to the City are paid first.

The City shall provide the Union with the names of employees on leave of absence, for periods of one complete pay period or more.

- 12.06 An employee shall lose all seniority in the event the employee:
- ♦ transfers within the City to a position outside the scope of this Agreement for a period in excess of that permitted under Part II, 12.04;
 - ♦ does not return from an unpaid leave of absence within 12 months of its commencement;
 - ♦ leaves employment with the City of Edmonton;
 - ♦ is laid off and fails to report to work for a period of 7 days after the City has issued written notice to do so, unless the failure is due to illness or other just cause. The employee shall be responsible for ensuring the City has their current address on file;
 - ♦ is laid off for a period longer than 12 months;
 - ♦ is discharged for just cause and not reinstated.

Any exceptions to the above shall only be permitted with the mutual agreement of the parties.

13 Dispute Resolution Process

Preamble

The Dispute Resolution Process is designed to:

- a) Operate from a foundation of trust;
- b) Encourage open, face-to-face dialogue by the people affected by a dispute;
- c) Achieve fair, wise, implementable and sustainable solutions;
- d) Achieve solutions that contribute to positive, collaborative working relationships;
- e) Achieve solutions that are consistent with the Collective Agreement;
- f) Minimize the time and cost involved in resolving disputes.

Definitions

1. A dispute is any problem, disagreement or difference involving employees, representatives of the City, or Union representatives.
2. An individual grievance is any dispute:
 - a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
 - b) directly relates to or affects the rights of a specific employee.
3. A group grievance is any dispute:
 - a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
 - b) directly relates to or affects the rights of more than one employee, where a common remedy is requested.
4. A policy grievance is any dispute:
 - a) concerning the interpretation, application, operation or alleged violation of the Collective Agreement, and
 - b) directly relates to or affects employees in more than one branch of a department, or in more than one department, or the collective group.
5. Working days means consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the City.

Union Representation

An employee may involve a Union representative at any step in the dispute resolution process, for support and assistance in attempting to reach a resolve.

Step 1: Problem-Solving Stage

1. An employee, representative of the City or Union representative (for Policy or Group issues) is encouraged to resolve any dispute through face-to-face discussion with the person(s) with whom there is a dispute.
2. The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity.
3. The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of options to satisfy these interests, and mutually acceptable solutions.
4. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

Step 2: Consultation Stage

1. An employee, representative of the City or Union representative may initiate consultation if a dispute is not resolved through problem-solving, or an employee or representative believes problem-solving will not resolve the dispute.
2. A request for consultation shall be submitted in writing within 10 working days of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating consultation. The request shall include the details of the dispute.
 - a) If a dispute relates to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to the Director of DATS, with a copy to the Labour Relations Section, Human Resources Branch.
 - b) If a dispute relates to a policy, a request for consultation by the Union shall be submitted to the assigned Senior Negotiator, Human Resources Branch.
 - c) A request for consultation by the City shall be submitted to a Business Agent of the Union.
 - d) A request for consultation by an employee shall be copied to the Union office.
3. In the application of discipline involving the suspension of an employee, the City will engage in pre-disciplinary consultation with the Union, unless deemed inappropriate by the City under the circumstances.
4. Once initiated, a representative of the Human Resources Branch will schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting will be facilitated by the Human Resources representative and/or the Union, or another person acceptable to the parties.
5. The facilitator(s) will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
6. Any notes taken during the Consultation stage are confidential and without prejudice to the legal or contractual rights of the parties. Comments made during consultation shall not be attributed to specific individuals.
7. The parties will endeavour to complete the consultation process within 40 working days. The employee, Union or the City may conclude consultation at any time by written notice to the other party(ies).
8. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.

Step 3: Formal Review Stage

1. The Union, or the Union on behalf of the employee, may initiate a grievance if a dispute is not resolved by consultation.
2. A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
3. A grievance shall be initiated in writing within 10 working days of the date that notice is received of the conclusion of consultation.
 - a) Individual or group grievances shall be submitted to the General Manager of the applicable department.
 - b) Policy grievances initiated by the Union shall be submitted to the Manager of Human Resources.
4. Following receipt of the grievance, the General Manager (or designates) shall

convene a meeting as quickly as possible involving representatives of the Union, Human Resources Branch, and the people who are essential to the resolution of the dispute (as determined by the participants).

5. The participants will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.
6. The parties will endeavour to complete the formal review process within 40 working days, or may mutually agree to refer the matter back for further consultation. The employee, Union or the City may conclude formal review at any time by written notice to the other party (ies).
7. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
8. The employee, Union or the City may conclude a formal review at any time by written notice to the other party(ies). At the conclusion of the formal review, the General Manager (or designate) shall provide a written summary to the Union of the issues discussed, agreements reached, and any issues that remain in dispute.

Step 4: Arbitration Stage

1. 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 by formal review.
2. A referral to arbitration shall be initiated in writing within 20 working days of the conclusion of the formal review stage.
3. Grievances referred to arbitration by the Union shall be submitted to the Manager of Human Resources.
4. The parties may mutually agree to refer a grievance to a one-person arbitration board. If the parties fail to agree, the grievance shall be referred to a three-person arbitration board.
5. In referring a grievance to arbitration, the Union shall notify the City of:
 - a) Its willingness to use a one-person arbitration board, or
 - b) Its appointee to a three-person arbitration board, and
 - c) The details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
6. The City shall notify the Union within 5 working days of its willingness to use a one-person arbitration board or its appointee to a three-person arbitration board.
7. If the City fails to respond within 5 working days of the referral to arbitration, the Minister of Labour shall select the appointee upon the request of the Union.
8. The Union and the City shall select the chairperson of the arbitration board within 5 working days of the City's response, from a roster approved by the parties on an annual basis. If the parties do not agree, selections from the roster shall be drawn at random.
9. 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.
10. 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.
11. Arbitration hearing dates shall be determined within twenty working days of the appointment of the arbitration board.

12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the arbitration board.
13. The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
14. 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 60 working days, unless the parties mutually agree that written reasons are not required.
15. The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be 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.
16. The arbitration board may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
17. The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

General

1. The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process. In the interest of neutrality, any costs incurred for external resources will be cost shared by the parties.
2. The parties may mutually agree to bypass stages, return to previous stages, and/or extend the time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

14 Operator Training Premium

- * A DATS Operator assigned to provide practical on-road training to another DATS Operator or DATS Operator trainee shall be paid a premium of \$1.00 per hour (\$2 per hour effective December 27, 2015), for the hours assigned to perform such work. In order to determine or confirm a DATS Operator's eligibility for an in-service instructor work assignment, the City shall review the employee's qualifications and performance.

15 Responsibility of Employees

Employees shall conduct themselves in a professional manner, and shall be courteous in their interactions with passengers and the travelling public. Employees shall work at all times in the best interest of Edmonton Transit (DATS) and shall comply with all rules and regulations of Edmonton Transit (DATS).

Employees shall at all times protect the property of the Department from damage when it is in their power to do so. When handling equipment of any kind, employees will use their best judgment and put forth every effort to prevent damage to the property or injury to the persons of the travelling public.

16 Letters of Understanding and Addenda

The Letters of Understanding and/or Addenda, duly executed by authorized agents of the City and the Union during the collective bargaining process, shall become part of this Collective Agreement.

Appendices

| Footnote | Salary Admin Plan | Job Code | Job Code Description | Pay Grade | Step | Hours Worked | 23-Dec-2018 to 21-Dec-2019 | 22-Dec-2019 to 19-Dec-2020 | 20-Dec-2120 to 18-Dec-2021 |
|----------|-------------------|--------------|-------------------------|-----------|------|--|----------------------------|----------------------------|----------------------------|
| | | | | | | | 0% increase | 0% increase | 1.5% increase |
| | 45B | 1389 | DATS Operator Regular | 002 | 1 | Training Rate | \$25.656 | \$24.909 | \$26.041 |
| | | 1940 1960 | DATS Operator Part-time | | | | | | |
| 1 | 45B | 1389 | DATS Operator Regular | 002 | 2 | Probationary Rate first 1,040 hours following completion of training | \$28.762 | \$27.924 | \$29.193 |
| | | 1940 1960 | DATS Operator Part-time | | | | | | |
| | 45B | 1389 | DATS Operator Regular | 002 | 3 | Next 2,080 hours worked after confirmation in the position | \$30.923 | \$30.022 | \$31.387 |
| | | 1940 1960 | DATS Operator Part-time | | | | | | |
| * 2 | 45B | 1389 | DATS Operator Regular | 002 | 4 | Thereafter | \$33.269 | \$32.300 | \$33.768 |
| | | 1940 1960 | DATS Operator Part-time | | | | | | |

Appendix I - Footnotes

1. Probationary Rate: First 1,040 hours following completion of training. Employees must successfully pass their probation and be confirmed in their position to move beyond this pay step, regardless of hours worked.

If there are discrepancies between the on-line version and a printed version, the signed originals will prevail.
Should discrepancies in rounding to the 3rd decimal place appear between this schedule and the City's payroll system, then the payroll system takes precedence

| Appendix II: Clothing Issuance for DATS Operators | | |
|--|-----------------|--|
| PERMANENT Employees shall receive: | | |
| | NUMBER OF ITEMS | FREQUENCY OF ISSUE |
| 3 Season Coat | 1 | Every 2 years |
| Parka | 1 | Every 4 years |
| Raincoat | 1 | Every 5 years |
| Polo Shirt | 2 | Each year |
| Short Sleeve and/or Long Sleeve Shirt | 2 | Each year |
| Pants | 2 | Each year |
| Toque or Ball Cap | 1 of each | Operators selects toque or ball cap each year |
| Winter Gloves or Cut Resistant Gloves | 1 pair | Operator selects either winter or cut resistant gloves every 2 years |
| Footwear Allowance ¹ | - | Paid once each year - \$75, as per 8.05.04 |
| PART-TIME Employees shall receive: | | |
| 3 Season Coat | 1 | Every 3 years |
| Parka | 1 | Every 6 years |
| Raincoat | 1 | Every 6 years |
| Polo Shirt | 2 | Each year |
| Short Sleeve and/or Long Sleeve Shirt | 1 | Each year |
| Toque or Ball Cap | 1 of each | 1 issue of each - upon demonstrated need thereafter |
| Winter Gloves or Cut Resistant Gloves | 1 pair | One issue of winter and cut resistant gloves - upon demonstrated need thereafter |
| Pants | 2 | Each year |
| Footwear Allowance ¹ | - | Paid once each year - \$75 or \$100, as per 8.05.04 |

Appendix II - Footnotes

1. Footwear Allowance: Employees shall purchase footwear within the standards established by DATS Administration.

Appendix III: Vacation Entitlement for Permanent or Probationary Employees

| Years of Continuous Employment with the City | Vacation Entitlement (the lesser of the following) |
|--|---|
| 1 or more than 1 | 15 working days or 120 working hours |
| 8 or more than 8 | 20 working days or 160 working hours |
| 17 or more than 17 | 25 working days or 200 working hours |
| 23 or more than 23 | 30 working days or 240 working hours |

A permanent or probationary employee, who has not completed a full year of service with the City prior to the commencement of the vacation year, shall be entitled to receive the portion of their earned vacation, which was earned prior to the commencement of the vacation year, in accordance with the following provisions, provided that the employee entering the employ of the City after the 15th day of any month shall be considered to have entered the following month to determine their entitlement under these provisions.

| Continuous Service Prior to Vacation Year | Pro-Rata Entitlement Permanent and Probationary (the lesser of the following) |
|---|---|
| 12 months | 15 working days or 120 working hours |
| 11 months | 14 working days or 112 working hours |
| 10 months | 13 working days or 104 working hours |
| 9 months | 11 working days or 88 working hours |
| 8 months | 10 working days or 80 working hours |
| 7 months | 9 working days or 72 working hours |
| 6 months | 8 working days or 64 working hours |
| 5 months | 6 working days or 48 working hours |
| 4 months | 5 working days or 40 working hours |
| 3 months | 4 working days or 32 working hours |
| 2 months | 3 working days or 24 working hours |
| 1 month | 1 working days or 8 working hours |

It is understood that vacation entitlement shall be paid at the employee's regular rate of pay for the position to which the employee is permanently appointed or is serving the required probationary period thereof.

Appendix IV: Vacation Entitlement for Temporary Employees

A temporary employee, upon completion of one year of service with the City, shall be eligible for paid vacation leave equal to the lesser of 10 working days or 80 working hours. An employee, who is terminated and who has not received any vacation leave, shall receive 4.0% of their earnings at the regular rate of pay for the period between their last date of hire and the termination of employment. An employee who receives vacation leave and who is subsequently terminated shall 4.0% of their earnings at the regular rate of pay for the period since the last date of hire less the monetary value of vacation days taken. In the event that vacation leave is granted to such employees, it shall be granted in accordance with the following schedule:

| Continuous Service Prior to Vacation Year | Pro-Rata Entitlement Temporary and Provisional (the lesser of the following) |
|---|---|
| 12 months | 10 working days or 80 working hours |
| 11 months | 9 working days or 72 working hours |
| 10 months | 8 working days or 64 working hours |
| 9 months | 8 working days or 64 working hours |
| 8 months | 7 working days or 56 working hours |
| 7 months | 6 working days or 48 working hours |
| 6 months | 5 working days or 40 working hours |
| 5 months | 4 working days or 32 working hours |
| 4 months | 3 working days or 24 working hours |
| 3 months | 3 working days or 24 working hours |
| 2 months | 2 working days or 16 working hours |
| 1 month | 1 working days or 8 working hours |

Letters of Understanding

LETTERS OF UNDERSTANDING

Between

THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter called the “City”)

Of the First Part

-and-

AMALGAMATED TRANSIT UNION LOCAL NO. 569 (DATS UNIT)
(hereinafter called the “Union”)

Of the Second Part

The following Letters of Understanding are individual letters but are grouped together for signing purposes only.

- 01 Part-Time Employment
- 02 Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement
- 03 Providing Breaks Trial / Payment in Lieu of Breaks
- 04 Shift Trading
- 05 Employment Insurance Reduction Program
- 06 Employment Opportunities for Individuals with Intellectual Disabilities Program
- 07 10 Hour Straight Shifts, Shift Design and Floating Shifts

LETTERS OF UNDERSTANDING

Between

THE CITY OF EDMONTON
A Municipal Corporation
(hereinafter called the “City”)

-and-

AMALGAMATED TRANSIT UNION LOCAL NO. 569 (DATS UNIT)
(hereinafter called the “Union”)

Letter 01

01 Part-Time Employment

The City and the Union agree to monitor the use of part-time staff from the implementation of the new business model to the end of the current collective agreement. Hours of work for part-time Operators will be tracked, summarized into ranges, and discussed with the Union in the Labour Management Consultation Committee forum. The City will endeavour to provide as many full-time shifts as possible, maintaining an efficient operation of the DATS service.

All applicable provisions in the body of this collective agreement apply to Part-time employee Operators (unless specific reference limits the provision to permanent/regular employee Operators). The detailed terms and conditions of employment for part-time employees shall be as follows:

1 Number of Part-Time Employees

The part-time staff complement will be comprised of:

- ♦ PT60 employees:
 - ♦ Seven part-time employees who will be scheduled up to and including 60 hours biweekly. The total number of “PT60” employees may increase or decrease by 3 with notice to the Union. Any additional changes to these numbers will be discussed and agreed with the Union.
- ♦ PT40 employees:
 - ♦ The balance of the part-time staff complement will be scheduled up to and including 40 hours biweekly.

2 Definitions – Part-Time Employee

The words “part-time employee” when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions, subject to #1 above.

A part-time employee shall not be entitled to earn permanent employee status as long as the employee remains in a part-time position. A part-time employee may earn permanent employee status only by attaining a posted permanent, full-time position and successfully completing the required trial period.

3 Hours of Work

- a) Part-time employees shall not be scheduled or requested to work more than 6 days per week or more than 10 hours per day.
- b) An unpaid break of at least 30 minutes will be provided in each shift in excess of 5 consecutive hours, except where unforeseen or unpreventable circumstances occur.
- c) Reporting Pay
Part-time employees who report to work as requested or as scheduled, may be notified by the City that their work for that day has ended. In this event, the employee shall receive a minimum of 2 hours at their regular rate of pay, for that work day.

4 Overtime

Where a part-time employee is required to work hours in excess of 8 hours per day, or 40 hours per week, the employee shall be eligible for the overtime premium. However, if a part-time employee is working a regularly scheduled 10 hour shift, the employee shall not be eligible for the overtime premium unless such employee works in excess of 10 hours per day.

When such an employee qualifies for overtime, the employee shall be paid at:

- ♦ 1½ times the employee's regular rate of pay for the first 2 hours of overtime worked, and
- ♦ Two times the employee's regular rate of pay for each hour worked thereafter until relieved of duty.

5 Part-Time Employees - Statutory Holidays

Part-time employees shall be paid for the statutory holidays to which they are entitled, in accordance with the provisions of Part I, Article 8 - *Fringe Benefits*. Such pay will be at their regular rate of pay and calculated in accordance with the Employment Standards Code.

6 Probationary Period

The normal probationary period for all newly hired part-time employees shall be 1,040 hours from the date training is completed. This probationary period may be extended 520 hours with a possible further extension of another 520 hours. However, prior to the last 520 hour extension, the Union shall be given the opportunity to review the reasons for such extension.

7 Trial Period

A part-time employee who is hired as a regular employee shall have a trial period of 520 hours of service from the date of transfer. The trial period may be extended for another 520 hours and the Union shall be given the opportunity to review the reasons for such extension.

8 Shift Selection

Part-time employees shall not have seniority standing. For the purpose of shift selection, an order shall be established based on date of hire, or such other method established by the City.

*
02 Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement

INTRODUCTION

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (“*the Framework Agreement*”) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- ♦ The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings;
- ♦ The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes;
- ♦ While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- ♦ Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

Therefore:

The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this letter of understanding.

1 Scope

- 1.1 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.
- 1.2 This procedure does not apply to:
 - 1.2.1 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or
 - 1.2.2 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

2 Initiating a Grievance

- 2.1 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.
- 2.2 A grievance may concern:
 - 2.2.1 Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation
 - 2.2.2 What, if any, restrictions or requirements arise from the employee’s disability.

- 2.2.3 A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason.
- 2.2.4 A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton.
- 2.2.5 The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise.
- 2.2.6 The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or
- 2.2.7 Whether any trial period for an accommodation measure has succeeded.
- 2.3 In these procedures, "parties" mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.
- 2.4 Prior to filing a grievance under 2.2 of this letter the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.
- 2.5 On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank discussion in an attempt to reach agreement on the question.
- 2.6 If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as prima facie proof in any subsequent arbitration proceedings.
- 2.7 The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.
- 2.8 Following the meeting referred to in 2.4, and unless 2.5 and 2.6 apply, the party required to make a decision will provide that decision in writing within 15 working days of the initial request.
- 2.9 If a decision on a decision point is agreed to, it will be implemented forthwith, according to the terms. If no grievance disputing the decision is initiated within 15 working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in 2.2 may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the Director of Labour Relations, Human Resources Branch.

3 Separate Representation

- 3.1 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

4 Expedited Arbitration

- 4.1 All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member to hear the grievance.
- * 4.2 The members of the expedited arbitration roster are:
- ♦ Deborah Howes
 - ♦ Bertha Greenstein
 - ♦ Klaus Opatril
 - ♦ Roger Gunn
- 4.3 The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:
- 4.3.1 Ensure the issues in dispute are defined;
- 4.3.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;
- 4.3.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
- 4.3.4 If a party selects formal arbitration, set a time, place and date for a “*without prejudice*” pre-arbitration mediation with the roster member or any other agreed upon mediator;
- 4.3.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;
- 4.3.6 Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a manner that accords with the Framework Agreement;
- 4.3.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
- 4.4 Every attempt will be made to hold the meeting referred to in 4.3 within 10 working days of the date the grievance is received by the roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within 10 working days will not constitute loss of jurisdiction.
- 4.5 The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.

5 Expedited Arbitration

- 5.1 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
- 5.2 The parties will implement the award forthwith, according to its terms.
- 5.3 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.

6 Grievance Mediation

- 6.1 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Part I, Article 13, Step 4-*Arbitration Stage*, points 4 to 17 of the collective agreement, following the first meeting referred to in 4.3. At the same time, the parties and any separately represented employee will participate in a “*without prejudice*” mediation meeting with the Roster member or another agreed upon mediator.
- 6.2 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.
- 6.3 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
- 6.4 Other than the documents referred to in 6.3, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
- 6.5 The cost of the roster Coordinator’s administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union’s half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

7 Formal Arbitration

- 7.1 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
- 7.2 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.
 - 7.2.1 The decision of the arbitration board will be final and binding on all parties;
 - 7.2.2 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.
 - 7.2.3 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
- 7.3 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.
- * 7.4 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.
 - ♦ Andrew C. L. Sims, Q.C.
 - ♦ James Casey, Q.C.
 - ♦ Thomas Jolliffe
 - ♦ Lyle Kanee

- 7.5 Where an arbitrator or arbitration board appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of the letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this letter of understanding.
- 7.6 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

8 Duration and Termination

- 8.1 This Letter of Understanding shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.
- 8.2 In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Letter of Understanding shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this letter of understanding until the decision of the roster member is received.

*

03 Payment in Lieu of Breaks

- 1) Permanent full-time DATS Operators, and PT60 and PT40 DATS Operators:
 - ♦ All Permanent full-time DATS Operators shall receive an annual payment in an amount of 40 hours at the Operator's regular rate of pay.
 - ♦ PT60 - Part-time DATS Operators shall receive an annual payment in an amount of 30 hours at the Operator's regular rate of pay.
 - ♦ PT40 - Part-time DATS Operators shall receive an annual payment in an amount of 20 hours at the Operator's regular rate of pay.
- 2) Such payment shall be in lieu of coffee breaks, lunch breaks and any other rest periods.
- 3) Such payment shall be:
 - a) Pro-rated according to the Operator's length of service between the commencement of the 25th pay period in the previous calendar year and the conclusion of the 24th pay period in the current calendar year; and,
 - b) Processed on the pay day immediately following the conclusion of the 24th pay period of the current calendar year.
- 4) Terms affecting eligibility for payment:
 - a) Periods of absence from active employment equal to one complete pay period or more shall not be included as "length of service" in the calculation of the payment as outlined in #1 above.
 - b) Upon termination of employment of a DATS Operator, for whatever reason, the City will pay such Operator the applicable amount of the Payment in Lieu of Breaks accrued as a result of qualifying service in the year of termination. Such payment shall be made in conjunction with the final monies paid to the Operator, and not at the time specified in #3(b) above.

* 04 Shift Trading

With respect to shift trading (Part I, Article 6.06 – *Shift Trades*) and employees who voluntarily agree to work another employee’s shift(s).

- a) The parties agree to enter a joint request that the Director of Employment Standards, under his authority according to Section 74 of the Employment Standards Code, grant an exemption from all the provisions of the Employment Standards Code as they relate to continuous operations as follows:

“An employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates, at their regular rate of pay, in addition to any premiums associated with the shift. It is not the intent of this section to deny overtime rights to an employee.”

- b) The parties agree that their request to the Director of Employment Standards will include a request that if the director receives a complaint under the Employment Standards Code from an employee covered by the Collective Agreement, the Director will allow the parties a period of 120 days to discuss the resolution of the complaint prior to issuing a ruling.
- c) The effective date of this provision will be the date the Director of Employment Standards approves the exemption.

* **05 Employment Insurance Reduction Program**

BACKGROUND

Employment Insurance premiums are paid by employers and employees in a ratio of 7/12 and 5/12 respectively. The intention of the Employment Insurance Reduction Program is to reduce premiums for both parties, where paid sick leave is provided to employees who are unable to work because of illness or injury. For administrative purposes, EI legislation reduces only the employer's premiums. Employers are therefore required to return 5/12 of the savings from the premium reduction to employees to whom the reduced rate applies.

AGREEMENT

In each year the City of Edmonton is granted an EI premium reduction, the employees' portion of the savings will be returned as follows:

- ♦ Temporary, and non-permanent part-time employees
 - ♦ Savings allocated to a sick benefit for non-permanent employees (Supplementary Income Replacement Plan)
- ♦ Permanent employees
 - ♦ Savings are turned back into the Long Term Disability Plan to assist in reducing the premium paid by permanent employees.

* **06 Employment Opportunities for Individuals with Intellectual Disabilities Program**

The City and the Union believe that it is important to promote a city culture of inclusion, where persons with intellectual disabilities have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Edmonton.

We will work together with disability focused community serving organizations (partner organizations) to provide employment opportunities to such individuals under the following conditions:

- ♦ There will be a maximum of 25 ongoing part-time (8-16 hours per week) out-of-scope positions.
- ♦ Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include some tasks which would normally be considered bargaining unit work.
- ♦ There will be no elimination of positions or reduction of hours of work within the bargaining unit as a result of this program.
- ♦ The terms and conditions of employment for individuals hired under this Letter of Understanding shall be determined by the City of Edmonton.
- ♦ The Union will be notified of individuals hired under this Letter of Understanding.

* 07 10 Hour Straight Shifts, and Floating Shifts

10 HOUR STRAIGHT SHIFTS AND ½ HOUR UNPAID BREAK

- The following is based on the shift make up between 10-hour split and 10-hour straight shifts in the signup . If there is a change in the total number of 10 hour shifts during the course of this letter then both parties will enter into meaningful discussion on the impact on the proposal.
- The City will provide ten 10 hour straight shifts with a ½ hour unpaid break.
- The ½ hour unpaid break will be scheduled no later than 5 hours after commencement of the shift, however, it may be moved by ½ hour either before or after the scheduled break, contingent upon operational needs.

FLOATING SHIFTS

- Up to 50% of the split shifts on the signup will be identified as “floating split shifts”. These shifts will have a floating split break which could be moved by 30 minutes earlier or later. In no instance will the movement of the break result in a work piece that is less than 3 hours. The operator would still be entitled to their full split.
- Operators who have concerns about running into their break on their split shift, may request to have their split moved up to 30 minutes earlier or later. Approval of such request will be contingent upon operational requirements.
- The Union can bring forward any concerns with the floating splits shifts through the Union Management Committee. Discussions with the Union will take place prior to any anticipated change to these shifts.

Part II – Health and Benefits Plan

1 Income Protection Plan

1.01 Waiting Period

A probationary employee who has completed 90 calendar days of continuous civic employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Income Protection Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Income Protection Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least 10 consecutive working days.

- 1.01.01 An employee who is absent from work due to personal disability (as defined in the Income Protection Plan), for one complete pay period or more, during the 90 calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.
- 1.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.
- 1.02 The cost of the Income Protection Plan shall be paid by the City and the Income Protection Plan shall be administered by the City.

1.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of their regular position due to personal non-occupational disability, such member shall be entitled to receive benefits from the Income Protection Plan for each period of absence from work in accordance with the following provisions.

Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of Part II, 1.04.

| Length of Continuous Service | Income Protection Benefits at 100% of the Regular Rate of Pay (the lesser of the following) | Income Protection Benefits at 90% of the Regular Rate of Pay (the lesser of the following) |
|--|---|--|
| Less than 90 calendar days | 0 working days or 0 hours | 0 working days or 0 hours |
| 90 calendar days or more but less than 1 calendar year | 0 working days or 0 hours | 85 working days or 680 hours |
| One calendar year or more | 85 working days or 680 hours | 0 working days or 0 hours |

The benefit duration will not be less than 15 weeks or 75 working days for members who receive Income Protection based on 680 hours.

A member who has received the lesser of 85 working days or 680 hours of Income Protection benefits at 100% of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of 90% of the member's regular rate of pay upon their return to work.

If such member is in receipt of benefits at 90% of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits

at 100% of the regular rate of pay until they return to work for 10 consecutive working days.

A member who has received the lesser of 85 working days or 680 hours of Income Protection benefits at 90% of the regular rate of pay in any payroll year shall receive all subsequent Income Protection benefits in the payroll year at the rate of 75% of the member's regular rate of pay upon their return to work.

If such member is in receipt of benefits at 75% of the regular rate of pay on the last day in a payroll year, the member shall not qualify for Income Protection benefits at 90% or 100% of the regular rate of pay until they return to work for 10 consecutive working days.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

The working days of Income Protection entitlement for part-time members shall be pro-rated based on the average weekly number of hours worked by the member in the 8 weeks preceding the absence divided by five, compared with those hours worked by full-time members.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment with the City in accordance with Article 7.12 and is unable to perform the duties of the alternative position due to personal non-occupational disability shall be entitled to receive Income Protection Benefits for each period of absence from work. Such members shall receive an entitlement equal to the lesser of 10 working days or 80 hours of benefits in a payroll year and shall be paid for such benefits at 100 % of the regular rate of pay of the alternative position.

- * 1.03.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Income Protection benefit entitlement, the member shall not become eligible for such increased entitlement until they return to work for the City for a period of at least 10 consecutive working days. Periods of leave of absence without pay in excess of one complete pay period, shall not be considered as continuous employment for the purpose of determining Income Protection benefit entitlement. For accreditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 1.03.02 If a member is unable to perform the duties of their regular position but is capable of performing modified or alternative duties for the City, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of their regular position.
- 1.03.03 A member's eligibility for Income Protection benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- * 1.03.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Income Protection benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member validates their claim in accordance with the provisions of Part II, Article 10, *General Application of Plan* to substantiate their disability. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Income Protection Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received

benefits under the Income Protection Plan.

- 1.03.05 Except as otherwise provided in this Agreement, the monetary value of Income Protection Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, whether or not such amounts are provided for the disability for which benefits are being claimed:
 - 1.03.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.
 - 1.03.05.02 Any monthly income payable as a result of the member's disability from any Plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
 - * 1.03.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, subject to Part II, 10.02.02 - *Limitations and Exclusions*.
 - 1.03.05.04 Any monies received from the Crimes Compensation Board which are specifically provided for loss of income.
 - 1.03.05.05 Any monies received from the Workers' Compensation Board (excluding Non-Economic Loss Payments) either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.

1.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Income Protection benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.

1.05 Employees shall schedule medical and dental appointments outside of work hours whenever possible.

However, if a permanent or probationary employee is compelled to arrange a personal medical or dental appointment during working hours, such employee shall be allowed to meet such appointment on City time and without loss of pay, provided that the employee is absent from work for a period of 3 hours or less. Such employee shall not be required to make up the time spent away from work to keep the appointment.

Medical and dental appointments which require the employee to be absent from work for longer than 3 hours shall be deducted from the employee's accumulated Income Protection benefits.

However, an employee whose absence exceeds 3 hours for a medical or dental appointment may use banked overtime or vacation credits as applicable for the hours or portion thereof in excess of 3 hours in order to avoid having the absence counted as an incident of absence.

1.06 Each period of absence from work due to non-occupational disability which exceeds 3 hours, shall be counted as one incident of absence for the purposes of this Plan.

On the 4th and each subsequent incident of absence in a payroll year, Income Protection benefits shall be payable at 75% of the member's regular rate of pay. However, if a member had 3 or less incidents of absence in the previous payroll year, Income Protection benefits shall be payable at 75% of the member's regular rate of pay on the 5th and each subsequent incident of absence in a payroll year. Upon the recommendation of a Department Head, the Plan Administrator shall have the discretion to waive the benefit reduction.

Subject to approval by the Plan Administrator, a member who is receiving ongoing therapeutic treatment for a life threatening disability, and as a result is absent

from work for periods in excess of 3 hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one incident of absence in any payroll year.

1.07 Recurring Disabilities

- 1.07.01 If a member returns to work after a period of disability and becomes disabled again within 30 calendar days of their return to work due to causes related to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the 85 day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Part II, 1.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.
- 1.07.02 If a member returns to work after a period of disability and becomes disabled again within 10 calendar days of their return to work due to causes unrelated to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the 85 day eligibility period for the Long Term Disability Plan, and does not reduce the number of incidents as outlined in Part II, 1.06. Only the balance of Income Protection benefits remaining from the earlier disability shall be payable.

1.08 Other Benefits While Disabled

A member who is in receipt of Income Protection benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

1.09 Duration of Benefits

Eligibility for Income Protection benefits will cease upon the earliest of the following dates:

- 1.09.01 The date the member is no longer disabled from performing the duties of their regular position, or any alternative employment made available to the member by the City.
- 1.09.02 The date the member's Income Protection benefits have been expended.
- 1.09.03 The date the member dies.
- 1.09.04 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 prior to the notice of layoff and continues beyond the date such layoff becomes effective.

1.10 Alternative Employment with the City

- 1.10.01 If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing alternative duties for the City, and the member engages in such alternative City employment then the Income Protection benefits payable shall be the difference between the member's regular rate of pay and the regular rate of pay of the alternative employment.
- * 1.10.02 Such reduced benefits will continue until the member has been unable to perform the duties of their regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of 85 days will

be cumulative.

GRADUATED RETURN TO WORK (REGULAR DUTIES)

Where an approved rehabilitation plan involves the employee's return to regular duties on a part-time basis, Income Protection benefits payable shall be reduced to the number of hours the employee is unable to work. Only in such graduated return to work situations, Income Protection benefits expire once the employee has exhausted a maximum of 680 hours during the period of disability.

1.10.03 Failure to Accept Alternate Employment

If, while in receipt of Income Protection benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but is capable of performing alternative duties and such alternative employment is offered to the member by the City and the member does not accept such alternative employment, then Income Protection benefits will cease on the date the member would otherwise have commenced the alternative employment.

1.10.04 Recurrence of Disability While Engaged in Alternative Employment

- * If, while in receipt of Income Protection benefits, a member engages in alternative employment with the City and becomes unable due to personal non-occupational disability to perform the duties of such alternative employment, the member will receive Income Protection benefits based on their original regular rate of pay while such disability lasts, until the member has been unable to perform the duties of their regular position for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of 85 days will be cumulative.

1.11 Alternate Employment With an Employer Other Than the City

- * If, while in receipt of Income Protection benefits, a member remains unable to perform the duties of their regular position due to personal non-occupational disability but engages in employment for gain, then such member shall be granted Income Protection benefits equal to the amount by which the member's regular rate of pay exceeds the income from such outside employment. Such benefits shall be payable for a maximum period of 85 working days in any one payroll year, commencing from the first day of disability. The maximum period of 85 days will normally be consecutive working days, subject to Part II, 1.07 where the maximum period of 85 days will be cumulative.

1.12 Unapproved Employment for Gain

If, while in receipt of Income Protection benefits, a member engages in employment for gain and the Plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Income Protection benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Income Protection Plan for such disability. In addition, the member will be subject to discipline up to and including dismissal.

2 Long Term Disability Plan

2.01 Waiting Period

A permanent or probationary employee who has not attained their normal retirement age and who has completed 90 calendar days of continuous civic employment since the last date they commenced employment as a permanent or probationary employee with the City shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least 10 consecutive working days.

- 2.01.01 When an employee is absent from work during the waiting period due to personal disability for one complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.
- 2.01.02 When an employee is on approved leave of absence without pay during the waiting period for one complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such leave.

2.02 Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in alternative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of Part II, 2.15.02. shall continue to contribute premiums to the Long Term Disability Plan.

2.03 Eligibility for Benefits

- * A member will not be eligible to receive Long Term Disability benefits until their Income Protection benefits have expired.
- 2.03.01 The City shall administer the Long Term Disability Plan.
A member's eligibility for Long Term Disability benefits, including their ability to perform alternative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.
- 2.03.02 In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, the same shall be settled by referring the dispute to a hearing with a review panel comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected jointly by the City and the Union.

If the City and the Union cannot agree upon the selection of an independent physician within 60 calendar days, the process outlined in the Duty to Accommodate Framework Agreement (Procedures for Obtaining Expert Opinions, Selection of Agencies) shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City of Edmonton and both the Union and Plan Adjudicator shall have the opportunity to make submissions at the hearing. The decision of the majority of the review panel members or the independent physician shall be final and binding on the member, the City, and the Union. The City appointed chairman shall not be a voting participant in the decision making process of the review panel.

The cost of the review panel or the independent physician shall be borne by the Long Term Disability Plan. The decision must be consistent with the provisions of Part II, 10.02 – *Limitations and Exclusions*.

In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's ability to perform alternative employment, the same shall be settled by referring the dispute to Part I, LOU #3 – *the Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement*.

2.04 FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following 24 month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, they are completely unable to perform the duties of their regular position. For Long Term Disability claims commencing before September 2, 2007, all references to the "own occupation period of disability" or the "initial 12 month period", in the balance of this Agreement shall mean a period of "24 months".

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

Except as otherwise provided in this Agreement, upon expiration of the member's Income Protection benefits, and during the following 12 month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, they are completely unable to perform the duties of their regular position.

"Completely unable to perform the duties of their regular position" when used in reference to the Long Term Disability Plan shall mean that a member is unable to perform those duties of their regular position which regularly occupy 60% of the member's work day.

2.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial 12 month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial 12 month period.

"Initial 12 month period" when used in reference to the Long Term Disability Plan shall mean a 12 month period beginning on the date a member commences receiving Long Term Disability benefits and during which time the member is continuously disabled from the duties of their regular position including any period of time defined in 2.12, 2.13 and 2.14.

In accordance with the terms of Part II, 2.12 the period of rehabilitative employment and/or training may be extended beyond 12 months and this extension shall be included as part of the definition of "initial 12 month period".

"An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience" when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member

with minimum gross earnings equal to 50% of their regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the 12 month period ending on the previous November 30.

2.06 Duration of Benefits

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

- 2.06.01 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.

2.07 Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date they were first eligible for Long Term Disability benefits. The annualized regular rate of pay for full-time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times 26.1.

For part-time members, the regular rate of pay shall be applied to the average weekly hours worked by the member in the preceding 8 weeks and multiplying this result by 52.2.

The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

| Annualized Regular Rate of Pay | Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay) |
|--------------------------------|---|
| Up to \$45,000 | 60% |
| 45,001 to 50,000 | 58% |
| 50,001 to 60,000 | 56% |
| 60,001 to 70,000 | 54% |
| 70,001 to 75,000 | 52% |
| 75,001 and over | 51% |

The maximum monthly benefit payable shall not exceed \$4,000. The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by 12.

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 2.07.01 Benefits to which the member is entitled as a result of their disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 2.07.02 Any monthly income payable as a result of the member's disability from any plan:
 - ♦ including those plans for which the member has made contributions as a result of Provincial or Federal legislation, but
 - ♦ excluding other insurance which has been personally contracted for.
- 2.07.03 Any other disability benefits payable to the member as a result of the Provincial or Federal legislation.
- 2.07.04 Any monies received from the Crimes Compensation Board but only if related to the disability for which benefits are claimed under this Plan.
- 2.07.05 Any monies received from self employment income unless the employment was part of an approved rehabilitation program wherein the provisions of Part II, 2.13 and 2.14 would apply.

2.08 Lump Sum Settlements

In the event that a member receives a lump sum payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one of the following options:

- 2.08.01 The lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to normal retirement age, and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton region during the 12 month period ending on the previous November 30, or 5.0%.

Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Association from any and all obligations to the member under this Plan.

- 2.08.02 The member may irrevocably assign the lump sum payment to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

* 2.09 Coverage Under Other Benefit Plans While Disabled

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

During the initial 24 month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's:

- ♦ Group Life Insurance Plan,
- ♦ Dental Plan,
- ♦ Supplementary Health Care Plan,
- ♦ Health Care Spending Account Plan, and
- ♦ Alberta Health Care Plan,

in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

During the initial 12 month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's:

- ♦ Group Life Insurance Plan,
- ♦ Dental Plan,
- ♦ Supplementary Health Care Plan,
- ♦ Health Care Spending Account Plan, and
- ♦ Alberta Health Care Plan,

in accordance with the terms and conditions of those Plans. Member contributions to such Plans will be paid by the member except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no contributions to the Group Life Insurance Plan will be required while the member so qualifies.

- * 2.10 FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007
If after expiration of the initial twenty-four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's:

- ♦ Alberta Health Care Plan,
- ♦ Supplementary Health Care Plan,
- ♦ Health Care Spending Account Plan, and
- ♦ Dental Plan

shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

If after expiration of the initial 12 month period the member continues to receive Long Term Disability benefits, coverage under the City's:

- ♦ Alberta Health Care Plan,
- ♦ Supplementary Health Care Plan,
- ♦ Health Care Spending Account Plan, and
- ♦ Dental Plan

shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan.

- 2.11 While in receipt of Long Term Disability benefits, a member shall continue to belong to applicable pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the applicable Government Pension Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

Member contributions shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007
Member contributions shall be paid by the Long Term Disability Plan member.

- 2.11.01 Regular deductions for union dues shall continue to be made from the Long Term Disability benefit payable to the member.

2.12 Rehabilitative Employment and Training

During the initial 12 month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training which is approved by the Plan Adjudicator.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City. In the event that these 3 parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be referred to a review panel for final decision. The review panel shall be comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected by these 2 parties. If these 2 parties cannot agree upon the selection of an independent physician within 14 calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The review panel shall be chaired by a representative of the City of Edmonton. The decision of the majority of the review panel members shall be final and binding on the member, the City, and the Association. The City and the Association shall be notified of the meeting of the review panel and shall each have the option of having an observer during the meeting of the review panel. If observers do not attend, the review panel shall not be obligated to reschedule the meeting. The cost of the review panel shall be borne by the Long Term Disability Plan.

Long Term Disability benefits payable in conjunction with an approved program of rehabilitative training and/or employment shall be payable for a maximum period of 12 months, unless an extension of such rehabilitation period is approved by the Plan Adjudicator.

The rehabilitative employment and/or training may include one or more of the following activities:

- 2.12.01 Employment in an occupation which is compatible with the nature of the disability and the medical prognosis or;
- 2.12.02 Participation in a formal secondary, vocational or post-secondary training program or;
- 2.12.03 Such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

2.13 Rehabilitative Employment and/or Training with the City

If, during the initial 12 month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing rehabilitative employment with the City, and the member engages in

such rehabilitative employment, then the Long Term Disability benefits will continue for the balance of the initial 12 month period. However, the Long Term Disability benefits will be reduced to 50% of the amount by which the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of the rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.13.01 If, during the initial 12 month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on their regular rate of pay on the date they first became eligible to receive Long Term Disability benefits provided they were a member of such Plans upon commencement of the payment of Long Term Disability benefits.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

Member contributions to other applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

Member contributions to other applicable City benefit plans will be paid by the member, except that, if the member qualified for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

- * 2.13.02 If, during the initial 12 month period, a member engages in rehabilitative employment with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, they shall be eligible to receive Income Protection benefits in accordance with the provisions of Part II Article 1.03 - *Benefits* based on the regular rate of pay of the rehabilitative employment. Any Long Term Disability benefits payable in accordance with this section will continue during the period for which the member is receiving such Income Protection benefits. If the periods of absence exceed the period of time contemplated in Part II Article 1.03 - *Benefits*, the member shall receive Long Term Disability benefits for the period in excess of the interval contemplated in Part II Article 1.03 - *Benefits* based on their regular rate of pay on the date they first became eligible for Long Term Disability benefits.

2.14 Rehabilitative Employment and/or Training with an Employer Other than the City

- 2.14.01 If, during the initial 12 month period, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but engages in gainful rehabilitative employment with another employer, and such outside rehabilitative employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial 12 month

period. However, the Long Term Disability benefits will reduce to 50% of the amount by which the member's bi-weekly rate of pay on the date they first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside rehabilitative employment provided always that the resultant amount is not less than the Long Term disability benefit the member was receiving prior to engaging in rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 2.14.02 A member who is engaged in approved rehabilitative employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this section shall continue their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless they have similar coverage under other such plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

Member contributions to City plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

Member contributions to City plans shall be paid by the Long Term Disability Plan member, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.

- 2.14.03 A member who is engaged in approved rehabilitative employment with another employer, and who is in receipt of Long Term Disability benefits in accordance with this section shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans.

FOR LONG TERM DISABILITY CLAIMS COMMENCING BEFORE SEPTEMBER 2, 2007

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the Long Term Disability Plan.

FOR LONG TERM DISABILITY CLAIMS COMMENCING ON OR AFTER SEPTEMBER 2, 2007

Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the member.

- 2.14.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this section, it is specifically provided that their participation in such plans will cease upon expiration of the initial 12 month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.

- 2.14.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date they commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan. In addition, the member may be subject to discipline up to and including dismissal.

2.15 Limitations and Exclusions

- 2.15.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician or psychiatrist legally licensed to practice medicine. If such attending physician or psychiatrist is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.
- 2.15.02 No Long Term Disability benefits are payable for a period of disability which commences during the 12 month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the 180 day period prior to becoming a member of the Long Term Disability Plan. An employee who is ineligible to receive Long Term Disability benefits during such 12 month period shall not be eligible to participate in the Long Term Disability Plan unless they return to work for the City for a period of at least 10 consecutive working days commencing on the date following the completion of the 12 month period referred to in this article.

2.16 Cost of Living Increases

Long Term Disability payments will be reviewed annually by the Long Term Disability Advisory Board. The Board shall review and consider an annual actuarial valuation and report and may recommend to the Plan Administrator adjustments to Long Term Disability payments.

2.17 Recurring Disabilities

- 2.17.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within 180 calendar days of their return to work due to causes related to the earlier disability, and the second period of disability covers 10 working days or more, and the 2nd period of disability is not fully covered by the Income Protection Plan, then the 2nd period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within 30 calendar days of their return to work due to causes unrelated to the earlier disability and the 2nd period of disability is not fully covered by the Income Protection Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.03 A member who returns to work in approved employment with another employer, after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within 180 calendar days of their return to work due to causes related to the earlier disability, then the 2nd period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 2.17.04 A member who returns to work in approved employment with another employer after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within 30 calendar days of their return to work due to causes unrelated to the earlier disability, then the 2nd period of disability shall be considered an extension of the earlier period of disability and Long Term

Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

2.18 Long Term Disability Plan Advisory Board

A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:

- 2.18.01 The Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.
- 2.18.02 The Board shall be composed of 3 representatives from the City and 3 representatives from the Association.

3 Wind-up of Former Income Replacement Plan

- 3.01 Effective upon the implementation date of the Income Protection and Long Term Disability plans, all employees eligible for membership in such plans shall cease to make contributions to the Income Replacement Plan and no Income Replacement benefits shall be paid to any such member from the Income Replacement Plan from such day forward, other than lump sum payments as provided for in this Agreement.
- 3.02 Employees, who are not eligible for membership in the Income Protection and Long Term Disability plans, upon the implementation date of these Plans, or who are ineligible to receive Long Term Disability Plan benefits in accordance with Part II 2.15.02, will continue to be members of the Income Replacement Plan until such time as they are eligible for membership in the Income Protection and Long Term Disability Plans or have served the required waiting period for pre-existing disabilities as described in Part II 2.15.02. Such employees shall be governed by the terms and conditions of the Income Replacement Plan which are in effect on the date prior to the implementation of the Income Protection and Long Term Disability Plans. Such terms and conditions shall be considered to form part of this Agreement. If such employees should become eligible for membership in the Income Protection and Long Term Disability Plans they shall have their Income Replacement Banked Entitlement (as provided for in Part II 3.03) further reduced by the amount of Income Replacement benefits paid after the implementation of the Income Protection and Long Term Disability Plans. Employees receiving benefits from the Income Replacement Plan shall pay those premiums which were in force on the last date prior to the implementation of the Income Protection and Long Term Disability Plans.
- 3.03 Effective on the last day prior to the implementation of the Income Protection and Long Term Disability Plans, each member shall be credited with an Income Replacement Banked Entitlement determined as follows:

Income Replacement Banked Entitlement = Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans.

- 3.03.01 Income Replacement Entitlement Balance as of the last day prior to the implementation of the Income Protection and Long Term Disability Plans, shall be determined in accordance with the following schedules less any reductions provided for under the terms of the Income Replacement Plan or as specifically provided for in this Agreement.

| Schedule A : Income Replacement Entitlement | | | |
|---|---|--|--|
| Level | Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan | Credited (the lesser of the following) | Balance (the lesser of the following) |
| Level 0 | Less than 3 months | 0 hours | |
| Level 1 | 3 months | 20 days or 160 hours | 20 days or 160 hours (less reductions) |
| Level 2 | 1 year | 20 days or 160 hours | 40 days or 320 hours (less reductions) |
| Level 3 | 2 years | 40 days or 320 hours | 80 days or 640 hours (less reductions) |
| Level 4 | 3 years | 80 days | 160 days |

| Schedule A : Income Replacement Entitlement | | | |
|---|---|--|---|
| Level | Duration of Continuous Employment Prior to the Implementation Date of the Long Term Disability Plan | Credited (the lesser of the following) | Balance (the lesser of the following) |
| | | or 640 hours | or 1,280 hours (less reductions) |
| Level 5 | 4 years | 160 days or 1,280 hours | 320 days or 2,560 hours (less reductions) |
| Level 6 | 5 years | 200 days or 1,600 hours | 520 days or 4,160 hours (less reductions) |

A member who remained in the continuous employment of the City in excess of 5 years prior to the date of implementation of the Long Term Disability Plan shall, on each anniversary date prior to the date of implementation of the Long Term Disability Plan which follows completion of 5 years of service, have their Income Replacement Entitlement credited with a further amount of Income Replacement Entitlement which shall be determined by subtracting the sick leave taken in one year immediately preceding such anniversary date from the lesser of 10 working days or 80 hours and provided that a member shall not be credited with any Income Replacement Entitlement which would result in such member having an Accumulated Income Replacement Entitlement which is in excess of the lesser of 520 days or 4,160 hours. This provision shall not be effective prior to January 1, 1974.

3.04 For those members covered by Part II 3.01 of this Agreement, the average incidence of sick leave on the last day on which the Income Replacement Plan is in force shall mean the total number of times that the member was absent from work prior to the implementation date of the Long Term Disability Plan due to personal non-occupational disability for a continuous period in excess of 3 hours divided by the member's years of continuous employment with the City on the last date on which the Income Replacement Plan is in force. The average incidence of sick leave shall not be less than one.

Average incidence of sick leave for the period January 1, 1958 to January 1, 1974 for members in the continuous employment of the City as of January 1, 1974 shall be determined in accordance with the following formula:

$$\frac{\text{Number of days of first 10 days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974}}{\text{Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974}} \times \frac{1}{2} = \text{Average Incidence of Sick Leave as of January 1, 1974}$$

3.04.01 Upon retirement to pension immediately following their service with the City, or death, members covered by Part II 3.01. of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

| | | | | |
|---|-------------|--|---|---|
| Income Replacement Banked Entitlement at date of retirement | x (.0083) x | Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan | x | Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force |
|---|-------------|--|---|---|

| | |
|--|--------------------------------------|
| Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force | the lesser of 10 days or 80 hours |
|--|--------------------------------------|

OR

| | | |
|-----|---|--|
| 129 | x | Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force |
| | | the lesser of 10 days or 80 hours |

3.05 For those members covered by Part II 3.02 of this Agreement, who become members of the Income Protection and Long Term Disability Plans, the average incidence of sick leave shall mean the total number of times that such member was absent from work, prior to their membership in the Income Protection and Long Term Disability Plans, due to personal non-occupational disability for a continuous period in excess of 3 hours divided by the member's years of continuous employment with the City on the date prior to their membership into the Income Protection and Long Term Disability Plans. The average incidence of sick leave shall not be less than one.

| | | |
|--|---------|---|
| Number of days of first 10 days sick leave between January 1, 1958 and January 1, 1974 during continuous employment with the City immediately preceding January 1, 1974 | x 1/2 = | Average Incidence of Sick Leave as of January 1, 1974 |
| Number of years of continuous employment with the City between January 1, 1958 and January 1, 1974 | | |

3.05.01 Upon retirement to pension immediately following their service with the City, or death, members covered by Part II 3.02 of this Agreement shall receive a lump sum payment from the City equal to the lesser of the following amounts:

| | | | | |
|---|-------------|---|---|---|
| Income Replacement Banked Entitlement at date of retirement | x (.0083) x | Number of years of continuous employment immediately prior to the date of implementation of the Long Term Disability Plan | x | Bi-weekly pay of the employee at the regular rate of pay of their permanent or probationary position on the last date that the Income Replacement Plan was in force |
|---|-------------|---|---|---|

| | |
|--|--------------------------------------|
| Average Incidence of Sick Leave on the last day that the Income Replacement Plan was in Force | the lesser of 10 days or 80 hours |
|--|--------------------------------------|

OR

4 Group Life Insurance

4.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay 50% of the premium and the member shall pay 50% of the premium through payroll deduction.

4.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

4.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

| With Dependents | Without Dependents |
|---|--|
| 2.5 times the member's basic annualized regular rate of pay | 1 times the member's basic annualized regular rate of pay. |

4.04 A member's Group Life Insurance shall cease 31 days after termination of employment.

4.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

| Spouse of Member | Dependent Children |
|--|--|
| \$10,000 (\$15,000 effective July 12, 2015) | \$5,000/dependent (\$7,500 effective July 12, 2015) |

*

The members shall pay for 100% of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

4.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

5 Alberta Health Care

A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay 50% of the premium by payroll deduction and the City shall pay 50% of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.

6 Supplementary Health Care Plan

A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless they are covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan.

- ♦ such employee is covered by a similar plan or,
- ♦ the employee has coverage by virtue of a spouse's membership in the Plan.

a) Cost Sharing

The City shall pay 75% of the cost of this Plan and the member shall pay 25% of the cost by payroll deduction, effective April 22, 2012.

| Previous Cost Sharing Rates | | |
|--|------------|--------------|
| Effective Dates | City share | Member share |
| December 23, 2007 to April 21, 2012 | 70% | 30% |
| December 30, 2001 to December 22, 2007 | 60% | 40% |

*

b) Life Event

Employees who are eligible for membership, but do not become members of the Supplementary Health Care Plan as of their eligibility date due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan after a Life Event.

Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within 30 days of a Life Event.

c) Retirement – Continued Participation in the Plan

Upon early retirement to a full or partial pension resulting from their service with the City, a member may continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and employee share) on a monthly basis.

Coverage for the member participating in the plan terminates:

- ♦ On the retiree's 65th birthday, or
- ♦ On the 91st day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- ♦ On their 65th birthday (if before retiree's 65th birthday), or
- ♦ On the retiree's 65th birthday, or
- ♦ On the 91st day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

d) Termination of Participation

Participation in this Plan shall terminate on:

- i) In the case of a member, the date of termination of employment with the City;
- ii) In the case of a widowed spouse of a member or a member who retired to a

pension from the City, who contracts to continue participation in this Plan, the 91st day after said person ceases to be a resident of the province;

iii) In the case of a dependent, the date on which such dependent ceases to fall within the definition of a dependent, as specified herein.

e) Cost Containment

The parties agree to the following cost-containment features:

- Adoption of a recognized third party drug formulary after agreement between the parties.
- Use of lowest cost alternative drugs.
- Maximum dispensing fee reimbursement per prescription as follows:

| Drug Cost | Maximum Dispensing Fee |
|---------------------|------------------------|
| \$0.00 - \$ 74.99 | \$5.00 reimbursement |
| \$75.00 - \$149.00 | \$7.50 reimbursement |
| \$150.00 or greater | \$10.00 reimbursement |

To ensure that the changes are appropriate and cost-effective, the parties also agree to periodically review the plan experience with respect to these changes.

f) Pay Direct

The City will utilize a “pay-direct” method of reimbursement for prescription drugs. Employees that are members of the City’s Supplementary Health Care Plan will be provided with a drug card.

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following.

6.01 Supplementary Hospital Benefits

6.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.

6.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to 60 calendar days commencing on the 120th calendar day of such confinement and ending on the 180th calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.

6.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.

6.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or \$40 per day, whichever is lower.

6.02 Major Medical Benefits

The Plan will pay 80% of eligible major medical expenses claimed by a member, unless otherwise specified herein. Eligible expenses are defined in accordance with the following:

- 6.02.01 Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs and insulin which are purchased on a written prescription of a physician or dentist and dispensed by a licensed pharmacist, except that proprietary or patent medicines or drugs which can be purchased without a prescription will not be covered.
- 6.02.02 For charges of professional ambulance services when required due to illness or injury. This includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.
- 6.02.03 The Plan shall pay a maximum of \$2,000 (\$3,000 effective December 27, 2015) per calendar year for the usual and reasonable costs of artificial limbs (excepting myoelectric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis as a result of a mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each 24 month period.
 - 6.02.03.01 The Plan shall pay a maximum of \$250 (\$350 effective December 27, 2015) once in each 2 year period for the usual and reasonable costs of orthopedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition.
- 6.02.04 The Plan shall pay a maximum total of \$2,000 (\$3,000 effective December 27, 2015) per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or a member's dependent, by a practical or registered nurse who is not related to the member or their dependents. Homemaking services are not included. This benefit shall be limited to situations where it is medically shown that the person in respect of whom the services rendered is suffering from a chronic and/or debilitating condition.
- 6.02.05 The Plan shall pay a maximum of \$1,000 (\$1,500 effective December 27, 2015) per calendar year for the services of a clinical psychologist, or a person with a Masters of Social Work engaged in the assessment or treatment of a mental or emotional illness of a member or their dependents. Submitted eligible expenses shall be 50% paid for by the Plan, as provided in Part II, 6.02.
- 6.02.06 The Plan shall pay a maximum of \$1,000 (\$1,500 effective December 27, 2015) per calendar year for the usual and reasonable costs on the written order of a physician, for the purchase, repair or rental of:
 - 6.02.06.01 Respiratory equipment including oxygen; CPAP machines are limited to one purchase in a lifetime.
 - 6.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
 - 6.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor glucose, reimbursed at 50% and limited to one such machine per employee in each 5 year period.
 - 6.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.

- 6.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy, and adult incontinence supplies upon written order of a physician.
Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 6.02.08 The Plan shall pay a maximum of \$1,000 (\$1,500 effective December 27, 2015) per calendar year for services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled at no cost under the Provincial Community Rehabilitation Program.
- 6.02.09 The Plan shall pay a maximum of \$1,000 per calendar year for services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim. Submitted eligible expenses shall be 75% paid for by the Plan.
- 6.02.10 The Plan shall pay a maximum of \$500 (\$800 effective December 27, 2015) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- 6.02.11 The Plan shall pay a maximum of \$500 (\$800 effective December 27, 2015) per calendar year for acupuncture services, provided it is administered as a pain reliever or anaesthetic by a registered acupuncturist. Submitted eligible expenses shall be 50% paid for by the Plan.
- 6.02.12 The Plan shall pay a maximum of \$500 (\$1,000 effective December 27, 2015) in any 5 consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Maintenance, batteries and recharging devices are excluded. Submitted eligible expenses shall be 50% paid for by the Plan.
- 6.02.13 The Plan shall pay \$50 (\$80 effective December 27, 2015) per covered person in any 2 consecutive calendar year period for eye examination administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by the Alberta Health Care Plan.
- 6.02.14 The supplies noted in this section will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.
- 6.02.15 Claims must be received by the Plan Adjudicator no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, drug names, first and family names of individuals receiving drugs or services and dates when services were provided.

Claims received by the Plan Adjudicator on or after May 1 will not be honoured.

- 6.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

- 6.04 For the purposes of this Plan, the following definitions will apply:

6.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides 24 hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home

or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

6.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

6.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by Alberta Health Services or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by Alberta Health Services.

6.04.04 Out-of-Province 30 Day Emergency Medical Travel

Effective December 27, 2015, a probationary employee who has completed 90 calendar days of continuous employment with the City since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the City's Out-of-Province 30 day emergency medical travel plan.

The City shall pay 100% of the premium costs of such insurance.

7 Dental Plan

- 7.01 A probationary employee who has completed 90 calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.
- 7.02 The City shall pay 70% and the member shall pay 30% of the required premium by payroll deduction.

7.03 Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 7.03.01 100% reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anesthesia, house/hospital visits and special office visits.
- 7.03.02 80% reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (recementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 7.03.03 50% reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- 7.03.04 50% reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of \$2,000 (\$3,000 effective December 27, 2015).
- 7.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the 12 calendar months following the date of joining this Plan, benefits shall be restricted to 100% reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the 12 calendar month restricted period, such members shall be eligible for the full benefits as described in Part II Article 7.03 *Dental Plan Benefits*.
- a) Employees who are eligible for membership, but do not become members of the Dental Plan as of their eligibility date due to other plan membership, including another City Dental Plan, may only join the plan after a Life Event and shall have restricted coverage for the first 12 calendar months, as outlined in Part II 7.04 above.
- b) Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within 30 days of a Life Event.
- 7.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the current Alberta Blue Cross Usual and Customary Dental Fee Guide, whichever is the lesser.
- 7.06 In the event that the expected cost of treatment or service exceeds \$500, the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not they wish to proceed with the proposed treatment or service plan. The procedure is for

the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under Part II 7.06.

7.07 Limitations and Exclusions

7.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a 24 calendar month period or in respect of charges for bite-wing films, where such films have been taken more than once in a 12 calendar month period.

7.07.02 Oral Examinations

Complete oral examinations more than once in a 24 month period or recall examinations more than once in a 12 month period, shall not be allowed for reimbursement. Recall examinations for dependents under the age of 18 years shall be covered twice in each 12 month period provided they are at least 6 months apart.

7.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth shall be covered only once in a 12 month period except that for dependents under the age of 18 years cleaning or scaling of teeth and fluoride treatments shall be covered twice in each 12 month period provided they are at least 6 months apart. Fluoride treatments shall not be covered for members or dependents over the age of 18 years.

7.07.04 Dentures, Crowns and Bridges

This Plan does not provide reimbursement in respect of the following charges:

- 7.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;
- 7.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;
- 7.07.04.03 charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:
 - 7.07.04.03.01 the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
 - 7.07.04.03.02 the existing denture or bridgework was installed at least 5 years prior to a necessary replacement, or the existing denture or bridgework cannot be made serviceable; or
 - 7.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within 12 months from the date of installation of the immediate temporary denture.

7.07.05 Tooth Implants

As tooth implants are not covered by the Plan, and the Plan provides reimbursement for 50% of the equivalent amount for a bridge, the parties agree to allow tooth implants to a maximum of \$1,250 per member, and frequency limitation of 2 implants per calendar year.

- 7.07.05.01 The cost of the appliance on top of the implant (i.e. the crown) will be managed above the implant maximum at a rate of 50% of the cost of the crown.
- 7.07.06 There shall be no coverage or reimbursement under this Plan in respect of the following:
- 7.07.06.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within their scope;
- 7.07.06.02 charges for any treatment or procedure for which a member has coverage under the Workers' Compensation Act or similar law;
- 7.07.06.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
- 7.07.06.04 charges for dental treatment required as a result of self-inflicted injury;
- 7.07.06.05 charges made by a dentist for broken appointments or for completion of claim forms;
- 7.07.06.06 charges for dental care or treatment which is only for cosmetic purposes;
- 7.07.06.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
- 7.07.06.08 charges for services rendered while not a member of this Plan;
- 7.07.06.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
- 7.07.06.10 charges resulting from injury due to voluntary participation in a riot or civil insurrection;
- 7.07.06.11 services or supplies intended for sport or home use, such as mouthguards; and/or
- 7.07.06.12 charges for which the claim is submitted more than 90 calendar days after the date the charge was incurred;
- 7.07.06.13 charges for which a claim has already been submitted for reimbursement by a member's spouse;
- 7.07.06.14 charges for oral hygiene instruction.
- 7.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend 30 calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the 90 calendar day period prior to the date of the last premium payment.
- 7.09 A member who retires prior to their normal retirement age may continue participation in the Dental Plan by paying the full premiums (City and employee portions) on a monthly basis.
- Coverage for the member participating in the plan terminates:
- On the retiree's 65th birthday, or
 - On the 91st day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
 - On the date the retiree opts out of the Supplementary Health Care plan due to a life event,
- whichever occurs first.
- Coverage for the dependent spouse participating in the plan terminates:
- On their 65th birthday (if before retiree's 65th birthday), or
 - On the retiree's 65th birthday, or

- ♦ On the 91st day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ On the date the retiree opts out of the Supplementary Health Care plan due to a life event,

whichever occurs first.

NOTE: Retirees who are non-residents of the province and who were required to maintain participation in the Dental Plan (prior to the effective date of this agreement), will have a one-time opportunity to declare their intent to remain in the Dental Plan until age 65, or a life event.

8 Health Care Spending Account

The City agrees to implement a Health Care Spending Account on the first pay period of each year as follows:

- 8.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500 (\$700 effective December 25, 2016) commencing the first pay period of each year.
- 8.02 To be eligible for the \$500 (\$700 effective December 25, 2016), permanent full-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 8.03 Permanent full-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1 falls in the payroll year will be provided with a Health Care Spending Account of \$250 (\$350 effective December 25, 2016), providing that they are actively at work during the pay period in which July 1 occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1 occurs.
- 8.04 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time account in the first pay period of the year or the pay period in which July 1 occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 8.05 To qualify for reimbursement from the Health Care Spending Account, the expense must be:
 - i) a qualifying medical expense under the Income Tax Act (Canada);
 - ii) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
 - iii) all other sources of reimbursement must have been accessed first.
- 8.06 Expenses may be submitted on behalf of eligible dependents as listed in Part II, 10.02.05.
- 8.07 All expenses incurred during the Policy Year must be submitted no later than April 30th following the end of the Policy Year.
- 8.08 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 8.09 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- 8.10 The City will prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 8.11 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1 occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is

out-of-scope.

- 8.12 For the purposes of the administration of the Health Care Spending Account the phrase “Policy Year” refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2007 Policy Year begins December 24, 2006 and ends December 22, 2007.

9 Supplementation of Compensation Award

- 9.01 If a permanent employee is prevented from performing their work with the City because of an occupational disability that is sustained during the course of their work for the City and the disability is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the City will supplement the award made by the Workers' Compensation Board. The award of the Workers' Compensation Board for loss of wages and any other allowances (excluding non-economic loss payment) provided as a result of a compensable disability together with the supplementation by the City will be 100% percent of the employee's regular net pay (gross regular straight time pay less statutory deductions, union dues and required benefit plan contributions). Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall cease:
- a) on the date the Workers' Compensation Board certifies that the employee is able to return to work to the employee's regular duties; or,
 - b) 12 months after the date the Workers' Compensation Board grants a payment under section 56(7) of the Workers' Compensation Act for either total disability or partial disability, whether or not the employee has returned to any work with the City; or,
 - c) on the employee's 65th birthday; or,
 - d) upon termination of the employee's employment with the City;
- whichever occurs first.
- 9.01.01 The Supplementation of Compensation extension period in Part II 9.01(b) shall be equal to the period of time outlined in the definition of disability provision described in Part II, 2.04.
- 9.01.02 Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension, or after the employee's 65th birthday if such an employee is not entitled to a pension.
- 9.02 If, in the opinion of the City, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed 3 months without further review and approval by the City.
- 9.03 Employees who are laid off from the City shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

10 General Application of Plans

The following provisions apply to the Supplementation of Compensation Award provisions, Income Protection Plan, the Long Term Disability Plan, the Supplementary Health Care Plan and the Dental Plan, as contained in this Agreement:

10.01 Subrogation Rights

- 10.01.01 All members covered by plans provided for in this Agreement do hereby on their behalf and on behalf of their dependents assign to the City, in consideration of coverage pursuant to the terms of said plans, all rights or recovery against any person (including the City itself, or any person for whom the City is vicariously liable) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or their dependents. The City shall thereby subrogate to any rights the member or their dependents may have against the responsible party, for any amounts paid pursuant to the said plans or for which the plans have assumed liability. When the net amount recovered is, after deduction of the costs of recovery, not sufficient to provide complete indemnity for the loss suffered, the amount remaining shall be divided between the City and the member in the proportion by which the loss has been borne by them.
- 10.01.02 The members, on their own and on their dependents' behalf, agree that the said subrogation rights of the City may be exercised by the City bringing action for recovery in the name of the member and/or dependent of the member directly against the responsible party or by the City assigning its rights of subrogation to the member or the member's dependent in care of the solicitor representing such member or member's dependent. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding 15% of such claim.

10.02 Limitations and Exclusions

- 10.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled:
- ♦ at no cost pursuant to law,
 - ♦ due to a government operated program, or
 - ♦ for which there is no cost to the member or their dependent because of other insurance against such cost, which has not been personally contracted for by the member.

In all other circumstances, co-ordination shall be done in accordance with the Canadian Life and Health Insurance Association Guidelines.

- 10.02.02 Any provisions of the Plans which require alterations due to Provincial or Federal laws or regulations shall be negotiated between the City and the Association. Employees eligible for benefits under any government plan shall submit claims for reimbursement to the aforementioned Plans first as applicable, prior to submitting claims under any City Plan. Where applicable, Employment Insurance will not be considered the first payer for short term disability benefits.
- 10.02.03 The Income Protection Plan and Long Term Disability Plan shall not make any payment if a disability results directly or indirectly from:
- 10.02.03.01 committing or attempting to commit an indictable offence;
- 10.02.03.02 intentional self-inflicted injury or illness;
- 10.02.03.03 participation in a riot or civil insurrection;
- 10.02.03.04 war, whether declared or undeclared;

- 10.02.03.05 working for gain other than under an approved rehabilitation program;
- 10.02.03.06 active duty with any armed force;
- 10.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a rehabilitative program approved by the City;
- 10.02.03.08 reasons other than personal illness or injury;
- 10.02.03.09 an occupational illness or injury;
- 10.02.03.10 injury or illness for which the member is not continuously under the regular care and attendance of a physician legally licensed to practice in Canada.
- * 10.02.03.10.01 The City will accept medical documentation from a Registered Midwife in Alberta for the purpose of adjudicating eligibility for disability benefits with the following criteria:
- The illness or injury is within the midwife's scope of practice
 - The illness or injury must be such that it is a maternity related disability claim
- 10.02.03.11 injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.
- 10.02.04 No Income Protection benefits or Long Term Disability benefits will be payable during the period a member is on leave of absence without pay, including maternity leave, unless otherwise specified in this Collective Agreement.
- 10.02.05 For the purposes of all City benefit plans (except pension plans) an eligible dependent must be a resident of Canada or legally able to reside in Canada and defined to be a person in one of the following categories:
- a) Spouse: the definition of spouse will be consistent with Human Rights Legislation, and subject to the provisions of the legislation governing the applicable benefit plans, and
- Either:
- i) legal spouse of the member or,
 - ii) common-law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous 2 year period or,
 - iii) a divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.
- Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the 2nd spouse qualifies under either i), ii) or iii) above. In such circumstances the previously claimed spouse shall be deleted.
- Under no circumstances will a member be allowed to claim, as dependent, 2 spouses at the same time.
- b) Dependent Children (Children includes natural, legally adopted or step-children)
- i) Unmarried children under age 21 who are chiefly dependent on the member for support;
 - ii) Unmarried children under age 25 who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full-time attendance at school will be required;
 - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the incapacitation will be required.
- A child of a common-law spouse who is not also the member's child may be

claimed as a dependent only if:

- i) The common-law spouse satisfies the definition of dependent and
- ii) Evidence is provided that the child is chiefly dependent on the member for support.

c) Other Dependents

- i) Any person who resides in Canada and is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.

For pension purposes, the definition contained in the applicable pension plan will apply.

- 10.02.06 Unless otherwise awarded by a grievance arbitration board, no Income Protection benefits or Long Term Disability benefits will be payable after the date on which any member's employment is terminated for cause even if such member had been in receipt of benefits prior to and including the date of termination.

10.03 Validation of Claims

- 10.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of them by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of them, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.

- 10.03.01.01 When a physician's note is insufficient in the circumstances and therefore the plan adjudicator for the City's disability income protection plans requests more substantive medical documentation for the purpose of validating a claim for disability benefits, the plan adjudicator will authorize reimbursement of reasonable expenses incurred by the employee, up to maximum allowable fees as determined by the City.

- 10.03.02 An employee/member who is in receipt of benefits from the Income Protection Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that they are available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Income Protection Plan benefits, Long Term Disability benefits, or Workers' Compensation supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.

- 10.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:

- 10.03.03.01 The submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);

- 10.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;

- 10.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;

- 10.03.03.04 such other processes as may be necessary to validate the claims.
- 10.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.
- 10.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.
- ** 10.03.06 An employee shall be responsible for any cancellation fees for failure to attend upon a physician should the employee agree to the appointment and then fail to attend without the required notice as prescribed by the Physician and/or a medical justification for failing to attend.

10.04 Benefit Entitlement During Full-time Employment With the Union

An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Union business shall be responsible for making the employee/member contributions to the Plans, and the Union shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the applicable Union except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

10.05 Benefit Entitlement During Layoff

Employees who are laid off from the civic service shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

11 Administration of Plans

- 11.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs, or such other uses which the parties may agree upon, at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied uniformly to all members of the Union.
- 11.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equivalent to the dollar amount which the employee received in excess of their entitlement and shall allocate such funds to the appropriate Plan.

11.03 Benefits Administration – Hour Equivalentents

The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hour equivalentents provided there is no reduction in benefits as a result.

11.04 Advisory Committee

An advisory committee shall be formed in respect to each Plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes (excluding the financing of the plans). Each advisory committee shall be composed of 2 representatives from the Union and 2 representatives from the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals.

12 Edmonton Civic Employees Charitable Assistance Fund

A payroll deduction in an amount not to exceed 0.5% shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Union shall notify the City 30 calendar days prior to the implementation of any change to the amount of the payroll deduction.

13 Pensions

Eligible employees shall be members of applicable pension plans in accordance with the provisions of said plans.

14 Benefit Plans – Financial Surpluses

- 14.01 It is agreed between the City of Edmonton and the Union that any financial losses declared and/or any financial surpluses declared under the:
- Group Life Insurance Plan
 - Supplementary Health Care and Major Medical Plan; and
 - Dental Plan
- shall be shared between the 2 parties in direct proportion to the premium contribution-sharing arrangement in effect during the period the said financial losses and/or gains accrued.
- 14.02 In particular, it is agreed that the City shall have no rights to claim a share of any financial surpluses accruing under the Long Term Disability Plan so long as it is financed entirely by employees' contributions and interest and the Union shall have no rights to claim a share of any financial surpluses accruing under the Income Protection Plan so long as it is financed entirely by City contributions and interest.
- 14.03 It is further agreed that when the financial surplus in a plan at year-end, as reported annually to the Union by the City, exceeds 15% of the annual contributions under that plan, then the surplus contributions shall be paid to the City and the active employees in accordance with the aforesaid surplus-sharing arrangement within 120 days.
- 14.04 With regard to each of the plans herein referred to, "financial surplus" shall mean the amount of funds remaining at each year-end (if any) after provision has been made for all chargeable claims, expenses and required plan reserves including Rate Stabilization Reserves, funded to industry standards. The Union will be advised of the basis, in terms of the percentage of annual contributions, used for the Rate Stabilization Reserves. The parties also agree to meet with regard to the level of funding for the Rate Stabilization Reserve should a concern be identified.

Letters of Understanding (Part II)

The following Letters of Understanding are individual letters but are grouped together for signing purposes only.

01 Supplementary Health Care Plan

Letter 01

01 Supplementary Health Care Plan

The City and the Union agree that they shall jointly review the changes, on an "as required basis", to the provision and delivering of health care benefits, and services in Alberta and identify those areas where government sponsored health care benefits and services have been modified, reduced or eliminated.

The City and the Union shall then forthwith discuss how the Supplementary Health Care Plan can be amended to respond to the foregoing changes and the provision and delivering of health care benefits and services and any required changes shall be subject to negotiation between the parties.

SIGNED this 12th day of March 2021, AD

THE AMALGAMATED TRANSIT UNION
LOCAL NO. 569 (DATS Unit)

THE CITY OF EDMONTON

Steve Bradshaw
President

Don Iveson
Mayor

Aileen Giesbrecht
City Clerk

Witnessed By:

Ruth Strong
Senior Negotiator