

# PROPOSED FIRST CONTRACT FOR EDMONTON ON DEMAND OPERATORS

## Company Relations

The Parties agree to uphold and honour the Alberta Human Rights Act RSA 2000, Chapter A 25.5 as amended and the Canadian Charter of Rights and Freedoms as amended and that no discrimination in those laws will be practiced.

## Amendment and termination

This Agreement shall be effective on [the date of ratification], 2023 and shall be valid until the 30<sup>th</sup> day of April, 2026, and thereafter from year to year unless a written notice is given by either party not less than 60 days nor more than 120 days prior to the expiration of the term of this Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiation for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

## Management Rights

The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, subject only to the terms of this agreement. This includes the right to hire, to classify, to fix the wages of employees (both at time of hire and throughout the tenure of the employee's employment) within the terms of Appendix A of this Agreement. It includes the right to transfer, promote, demote and to suspend or discharge any employee for just cause. Management rights include the right to increase or decrease the working force of the company, to re-organize, close, disband any part of the operation as circumstances and necessity may require. These rights are subject to the terms of this Agreement, the right of any employee concerned to initiate a grievance in the manner and to the extent hereinafter provided and to the laws of the Province of Alberta.

## Recognition

The Company recognizes the Union as the sole Collective Bargaining Agent in all matters pertaining to wages, hours of work, benefits and working conditions for all employees covered by this Agreement. The Company and Union further agree that the spirit and intent of this Agreement is to form the foundation of a collaborative working relationship, aiming towards a peaceful and amicable settlement of any differences that may arise.

The Company and the Union recognize employees' right to working conditions which show respect for their health, safety and physical well-being.

### Checkoff of Union Dues

The Company agrees that, as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by employees in the following categories:

- a) All of the employees for whom the Union has bargaining authority under this Agreement
- b) All new employees under this Agreement, as of their first complete pay period following commencement of employment.

These deductions will commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees for whom the deductions have been made.

The Union will provide the Company 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.

### Contact Information

The Company shall provide the Union with a list of employees' 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 responsibility as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the Company.

The Union shall take all reasonable steps to store and manage this information to prevent its use in any way that is not authorized by this Collective agreement and/or applicable privacy legislation.

### Scope

This Agreement applies to all employees within the bargaining unit as defined by the Alberta Labour Relations Board Certificate #1993-2022 or as the said certificate may be amended from time to time.

### No Strike, No Lockout

The parties agree that there shall be no strike or lockout during the term of this Agreement.

### Definitions

Full-Time Employee – Full-Time employee shall mean an employee employed on a fixed work schedule, guaranteed 32 hours per week. Full-time employees select their weekly shifts as part of the bid selection process defined in this agreement.

Part-Time employee – Part-time employee shall mean an employee employed on a fixed work schedule. Part-time employees must select at least three shifts per week, consisting of a minimum of 20 hours per

week. Part-time employees select their weekly shifts as part of the bid selection process defined in this agreement.

Casual Employee – shall mean an employee hired to work on a partial day or partial weekly basis with no guarantee of hours per week and who has passed the probationary period. Casual employees must work a minimum of eight hours per month to maintain their status. Casual employees do not accrue seniority.

### Health & Safety

The Company and the Union recognize employees' right to working conditions which show respect for their health, safety and physical well-being.

The Parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment. To that end, a Joint Occupational Health and Safety Committee is hereby established. The Committee's minimum standard of application is those established in current Alberta Legislation as amended.

### Hours of Work

An employee work week shall be Sunday to Saturday. No employee shall be required to work more than 5 days in a work week.

The maximum spread time of any scheduled daily shift shall be 12 hours except as specified below:

- a) Extended shifts (e.g., those that provide more than eleven hours pay) may be scheduled with a maximum spread time of 13 hours in any day.
- b) A maximum of 15% of weekly shifts, excluding extended shifts as identified above, may be scheduled with a maximum spread time of 13 hours in any day.

Employees shall not commence a work shift unless they have been off duty for at least eight consecutive hours immediately prior to commencing a work shift.

Unless otherwise specified in this Collective Agreement, call out pay for employees will be a minimum of two hours.

### Overtime

Overtime pay at the rate of 1.5 times the employee's regular rate of pay shall be paid to the employees for hours worked in excess of 40 hours per week.

### Training Premium

A premium of \$2.00 per hour will be paid in addition to the regular rate of pay to a Driver Trainer for all hours worked when requested by the Company to act as a Driver Trainer and when the work as a Driver Trainer is performed. When the Company requests a Driver to be shadowed by a new trainee the Driver shall be considered to be a Driver Trainer and be paid the above premium.

### Accident/Incident Reports

Employees will be paid up to one half hour for completing required accident/incident reports. Employees are required to submit such reports as soon as reasonably practicable, but no less than 24 hours after the accident/incident occurred.

### Driver's Medical

On the production of a receipt, each member will be reimbursed up to \$100.00 per year for the cost of the medical examination required to continue their operator's license.

### Bidding On Runs

All bid work/runs will be posted for sign-up four times per calendar year as mutually agreed between the Parties.

When constructing shifts for sign-up, the Company shall package a minimum of 80% of all weekly work into full time shifts. Should an insufficient number of employees bid into available full time shifts, the Company will offer the unselected work to part-time employees, by seniority, followed by casual employees.

All available runs shall be posted a minimum of five calendar days prior to bid sign up. Bid sign up shall be scheduled to commence a minimum of two weeks prior to the commencement of the new schedules.

At least two working days prior to the sign up being posted, The Union Sheet committee will be given an opportunity to review the sign up and bring forward any concerns. Management will consider the Union's suggestions when designing shifts.

The Union Sheet Committee will be comprised of a maximum of two Sheet Committee Members, who will be paid two hours each at their regular rate of pay for reviewing the sign up and discussing any concerns with management.

An employee seniority list and bidding schedule, stating the time and date for each employee to bid will be developed and posted at the same time as the sign up is posted. Employees will select and sign for their run, in order of the seniority list, beginning with regular full time employees, then regular part time employees. One Sheet Committee member will attend for the duration of the bid.

When an employee changes their working schedule because of a new bid, their work week will commence on the date the bid goes into effect and pay and hours of work and their days of work will start from the date the new bid goes into effect. At no time will overtime be paid as a result of an employee choosing a new schedule.

### Bidding While On LTD

Employees in receipt of Long Term Disability benefits will not be entitled to sign for any bids. Employees with a specific return to work date that occurs in an upcoming bid, will be permitted to choose a shift on that bid.

### Statutory Holidays

Sign up sheets for working on Statutory Holidays shall be posted a minimum of two weeks prior to the Statutory Holiday, and operators will bid based on seniority to perform the available shifts.

### Client Requests

The Union and the Company recognize that the Client may request the reassignment, removal or suspension of transit drivers in certain circumstances. Such situations will be reviewed by the Company and the Union.

### Absence From Duty

No employee shall absent himself/herself from their designated work location during the hours of work except with the consent of supervisory personnel.

### Uniforms

Uniform style and general appearance standards will be established by the company. The Company will provide all full- and part-time employees with the following uniform items upon initial hire and based on the following schedule thereafter:'

#### Annually

- 5 shirts (short or long sleeve)
- 3 pants
- 2 shorts
- Winter ice grippers

#### Bi-annually

- 3-in-1 jacket
- High visibility vest
- Toque

The clothing items listed above constitute the exclusive items of those types to be worn while on duty. The Company may, at its discretion, offer additional clothing items. Clothing provided to casual employees shall be limited to the following, replaced on the same schedule as above:

- 2 shirts
- 1 pants
- 1 shorts

- Winter ice grippers
- 3-in-1 jacket
- High visibility vest
- Toque

All uniform components supplied by the Company shall remain the property of the Company and must be returned by the employees upon leaving the service of the Company.

#### Bereavement Leave

After 90 days of service, leave of absence without pay for up to three days shall be granted to employees for the purpose of arranging or attending a funeral of members of his/her immediate family as defined by Alberta Employment Standards Code.

#### Union Leave

Subject to operational requirements, the Company shall provide leave of absence without pay for two bargaining unit employees to attend negotiations.

Subject to operational requirements, additional leave shall be granted as requested by the Union. No employee shall experience any loss or interruption in pay, benefits or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within a month of its occurrence.

Subject to operational requirements, leaves of absence shall also be granted to elected officers and delegates to attend the business of the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such a leave within a month of its occurrence.

No employee representative appointed or elected by the Union's members for the purpose of attending grievance or disciplinary meetings or other meetings provided for under this Agreement shall suffer any loss or interruption of pay, benefits, service or seniority while attending such meetings.

#### Other Leave

The Company agrees to provide Leave of Absence to all employees as per the Alberta Employment Standards Code.

#### Vacations

Vacation accruals and use of, shall be governed in accordance with the Employment Standards Code of Alberta. Vacation pay for all full time employees will be withheld and paid to employees at the time of their vacation.

#### General Holidays

An employee who is entitled to holiday pay pursuant to the Employment Standards Code of Alberta, shall be entitled to the following statutory holidays with pay at regular straight time hourly rates: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (11 in all).

### Seniority

Seniority commences at date of hire with the Company and is only interrupted in accordance with the article below. In the event of a common seniority date occurring in any competition, the tie will be broken based on the time stamp of an employee's acceptance of the offer of employment.

An employee will lose seniority if he/she:

- i. Retires
- ii. Resigns
- iii. Is terminated in accordance with Article [TBD] (Layoff and Recall)
- iv. Is discharged for just cause or
- v. Fails to report for two consecutive shifts without direct notification to the Company unless notification was not reasonable possible. Nothing in this clause shall restrict the right of the Company to discharge an employee who is AWOL.
- vi. Elects to give up their full-time and/or part-time status to become Casual

The Company will maintain separate seniority lists for full-time and part-time employees. The seniority lists and classifications as of date of ratification are established in Schedule "A".

The company agrees to post seniority lists one week prior to each bid. The seniority lists shall contain the first and last names of all the bargaining unit members, their classification and start date, to be listed in order of seniority.

An employee wishing to protest their seniority must do so in writing and submit it to the Union Steward or the Union Representative within 30 calendar days of the posting of the lists.

### Movement within Full-Time and Part-Time Classifications

Transfer between driver categories (Full-Time or Part-Time) shall only be permissible when driver position vacancies occur or where expansion or reduction to service results in an increased or decreased number of positions within that category.

If a Part-Time employee wishes to become a Full-Time employee, and the Company requires a Full-Time employee, they would establish seniority at the bottom of the Full-Time Seniority list.

Part-Time employees transferring to a Full-time position will become eligible for all Full-Time benefits as identified in the CBA.

If a Full-Time employee wishes to become a Part-Time employee, and the Company requires a Part-Time employee, they would establish seniority at the bottom of the Part-Time Seniority list.

### Layoff and Recall

In the event of a lay-off, the Company shall retain the Full-Time employees subject to their seniority. In the event there are not enough Full-Time positions available, Full-Time employees will move to the part-time seniority list and be able to bid for available work, subject to their seniority.

Employees will be laid off by seniority as identified in Article [TBD].

Employees who have been laid off in accordance with the above provision will be returned to work in reverse line of seniority in which they were laid off provided they are willing to do the work available.

When an employee is to be recalled to work, the Company will attempt to contact the employee by telephone and email. If telephone and/or email contact is not made before 5:00pm the same day, then a recall notice will be sent by registered mail to the employee's last known address. It shall be the responsibility of the employee to keep the company informed of their current address, telephone number and email address. If the employee does not respond in person or by telephone or email to the appropriate manager within seven calendar days of the recall notice being mailed, the employee will lose their recall rights and employment will terminate.

Employees, by seniority, will have the option to take a voluntary layoff with a recall date. An employee has a right to that recall date, provided work is available.

Employees on layoff will maintain their official employment start date and have recall rights for 12 months after which their employment will be deemed to be terminated.

#### Grievance and Arbitration

The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to the following formal process.

Employees may have benefit of representation of Union officials and/or Union Counsel at any of the steps in the procedure and similarly, management may have benefit of counsel.

All grievances are vested with the Union. In the event that an individual member attempts to file a grievance directly with the Company, the Company will direct them to a Union official.

The Parties may mutually agree to involve a mediator at any stage of the grievance process. Any costs incurred for external resources will be cost shared by the Parties.

Formal grievances may be raised by an employee, representative of the employer or union representative within ten business days of the date the incident that gave rise to the dispute reasonable came to the attention of the person initiating the grievance. Grievances shall be in writing and must identify the specific clauses in the Agreement that are alleged to have been violated. All grievances will provide specific details in writing with respect to the individual(s) whose rights are alleged to have been violated and shall specify the desired remedies. Grievances will be dealt with using the following steps:

Step 1 – The grievance will be taken up with the first line out-of-scope supervisor who shall render a decision within ten business days of receipt of the grievance. Grievances submitted on behalf of the Union organization and grievances which involve appointment to a position within the scope of this Agreement or a dismissal shall dispense with Step 1.

Step 2 – Within ten business days of the receipt of the decision in Step 1 in the case of individual grievances or of the date the incident that gave rise to the dispute reasonably came to the attention of the person initiating the grievance in the cases of grievances initiated by the Union or the Company, the grievance shall be taken up with the appropriate manager or Union Executive. The participants may continue to consult at this Step for as long as they are mutually satisfied that progress is being made. The Union or the Employer may conclude Step 2 at any time by written notice to the other Party(s).

On conclusion of Step 2, either Party may submit the dispute to Step 3.

Step 3 – Within ten days of closure of Step 2, by either Party, the matter may be submitted for further consideration to the Director of PWTransit. Grievances shall be in writing and must identify the specific clauses in the agreement that are alleged to have been violated. All grievances will provide specific details in writing with respect to the individual(s) whose rights are alleged to have been violated and specify the desired remedies. Disputes that are not resolved to the satisfaction of either Party at Step 3 may be submitted for arbitration as hereinafter provided.

Step 4 – A grievance is referred to arbitration by either Party giving notice to the other in writing of their intention to do so. Such written notice shall be given within 20 business days of the receipt of the decision at Step 3, or from the date Step 3 concluding notice is received from the other Party, whichever is the earlier. The arbitration will be heard by a single arbitrator unless either Party prefers a 3-person arbitration panel. In the event that a 3-person panel is indicated, the parties will appoint a nominee within seven business days of receipt of such written notice. The nominees selected shall, within ten business days of the appointment of the nominees, appoint an arbitrator. If the two nominees fail to agree on the appointment of a single arbitrator within ten business days, the appointment shall be made through the relevant provisions of the Alberta Labour Relations Code upon the request of either Party.

Extension of Time Limits – The time limitations set out in this Agreement are mandatory, but may be extended by mutual agreement between the Parties, and must be in writing, provided that requests for extension are made prior to the expiry of the time limitation.

#### Arbitration Board

The Arbitration Board under Article [TBD] (Step 4) shall not have authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and conditions of this Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to award a penalty or amend a penalty imposed by the Company.

The decision of the Board or a majority of the arbitrators shall be final and binding on the Parties hereto and upon any employee or employees concerned.

No costs of any arbitration shall be ordered against either Party, but each Party shall be responsible for the expenses and/or fees payable to its nominee and for one half of the expenses and/or fees payable to the Chairperson of the board.

Scale of Wages

The classifications and annual wage rates for employees covered by this Agreement shall be set forth in Schedule “A” which shall form part of this Agreement. The wage rates contained in Schedule “A” in the Agreement shall be increased in accordance with the schedule below:

Schedule A

	Current	May 01 2022	%	Jan 01 2023	%	May 01 2023	%	May 01, 2024	%	May 01, 2025	%
Training	18.00	18.00	0	18.00	0	18.00	0	19.00	5.6	19.00	0
Probation	20.97	21.39	2	21.82	2	22.91	5	23.37	2	23.83	2
1 <sup>st</sup> 1200 hr	22.20	22.64	2	23.10	2	24.25	5	24.74	2	25.23	2
Thereafter	24.67	25.16	2	25.67	2	26.95	5	27.49	2	28.04	2

The employer will also provide a one-time lump sum Signing Bonus for all full-time and part-time employees employed as of the date of ratification: \$500.00. All casual employees, employed at date of ratification will receive a one-time lump sum signing bonus of \$250.00. Employees on an approved leave of absence will receive their signing bonus when they return to active employment.

Effective May 01, 2024 – 2% increase to all rates except Training rate, unless Wage Re-opener is triggered as per LOU #[TBD] Wage Re-Opener.

Effective May 01, 2025 – 2% increase to all rates, except training rate, unless Wage Re-Opener is triggered as per LOU #[TBD] Wage Re-Opener

Appendix [TBD]-Health and Welfare Benefits

The Company shall continue its Health and Welfare Plan for all full time employees. The cost of the said Plan shall be born 75% by the Company and 25% by the Employee. The Parties may meet from time to time to discuss possible changes, but no changes shall take place without mutual agreement between the parties.

Appendix [TBD]-Registered Retirement Savings Plan (RRSP)

Effective on the date of ratification, all full-time employees will be eligible to participate in a Registered Retirement Savings Plan after successfully completing the probationary period.

The RRSP will be self-directed by the employee.

If the employee makes an early withdrawal from the Plan, then the Plan considers that the employee has voluntarily opted out of the Plan.

The employer will match an employee's contributions to the RRSP to a maximum of 2% of the employee's annual earnings to a maximum of 2080 hours worked at their regular hourly rate of pay.

Letter of Understanding # [TBD] Re: 13 Hour Spread

The Company and the Union have agreed to language in their Collective Agreement that provides for some shifts to exceed the 12 hour spread in any given day;

The Union agrees to support the Company in their application for an exemption to the Alberta [Employment Standards Code](#) to allow for a 13 hour spread for Employees at Edmonton on Demand Transit, Alberta, as detailed in the Agreement.

New Letter of Understanding # [TBD] Occupational Health and Safety Committee as established in Article # [TBD]

The Occupational Health and Safety Committee shall meet a minimum of four times per calendar year. Additional meetings may be mutually agreed upon.

At the first Occupational Health and Safety Committee meeting following ratification, the Committee will establish a Terms of Reference document that will outline the following:

- Agenda design and distribution
- Taking and establishing minutes
- Responsibilities of Chair/Co-Chair
- Dealing with "walk-on" items
- Any other applicable issues

The Union committee shall consist of up to three bargaining unit members appointed by the Union. The Union President may also attend a meeting or they may assign a designate to attend in their absence, but the designate cannot be another bargaining unit member. The Company committee shall consist of up to three representatives. A meeting shall proceed as scheduled, provided at least one representative from each committee is present.

The company agrees to pay Committee members for all time in attendance at Committee meetings at their current rate of pay.

LOU #[TBD] Wage Reopener

Wage Re-Opener May 01, 2024.

In the event the Company's annual CPI based rate escalation from the City of Edmonton exceeds 2.5%, the Parties shall commence negotiations to reach agreement on a general wage increase payable in year 3 (May 01, 2024 to April 30, 2025) of the Collective Agreement

The Parties agree that the only item open for negotiations shall be the general wage increase in the Salary Schedule "A". This re-opener shall not be construed in any way as "opening the Agreement" for negotiation on any other issue on either side.

If the Parties have not been able to agree upon the general wage adjustment, at any time after June 30, 2024, either Party may give written notice to the other Party of its desire to submit resolution of the general wage adjustment to interest arbitration before a 3-member panel comprised of a nominee of both Parties and a chair chosen by the Parties from among the following arbitrators: David Phillip Jones, Mia Norrie or Lyle Kanee, or any other mutually agreeable arbitrator.

If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators named above.

Wage Re-Opener May 01, 2025.

In the event the Company's annual CPI based rate escalation from the City of Edmonton exceeds 2.5%, the Parties shall commence negotiations to reach agreement on a general wage increase payable in year 4 (May 01, 2025 to April 30, 2026) of the Collective Agreement

The Parties agree that the only item open for negotiations shall be the general wage increase in the Salary Schedule "A". This re-opener shall not be construed in any way as "opening the Agreement" for negotiation on any other issue on either side.

If the Parties have not been able to agree upon the general wage adjustment, at any time after June 30, 2025, either Party may give written notice to the other Party of its desire to submit resolution of the general wage adjustment to interest arbitration before a 3-member panel comprised of a nominee of both Parties and a chair chosen by the Parties from among the following arbitrators: David Phillip Jones, Mia Norrie or Lyle Kanee, or any other mutually agreeable arbitrator.

If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators named above.

### Schedule A

	Current	May 01 2022	%	Jan 01 2023	%	May 01 2023	%	May 01, 2024	%	May 01, 2025	%
Training	18.00	18.00	0	18.00	0	18.00	0	19.00	5.6	19.00	0
Probation	20.97	21.39	2	21.82	2	22.91	5	23.37	2	23.83	2
1 <sup>st</sup> 1200 hr	22.20	22.64	2	23.10	2	24.25	5	24.74	2	25.23	2
Thereafter	24.67	25.16	2	25.67	2	26.95	5	27.49	2	28.04	2