LETTER OF UNDERSTANDING

BETWEEN

The City of Edmonton ("the City")

AND

The Amalgamated Transit Union Local No. 569 ("ATU" or "the Union")

RE: Transition of ETS Inspector Positions into the Union's Jurisdiction

The Parties agree that the transition of the previously excluded ETS Surface Inspectors, Safety Inspectors, and LRT Inspectors (collectively the "Inspectors") to the Union's jurisdiction shall occur as follows:

1. Application

The Parties agree that Inspectors will be in Group I of the Collective Agreement.

The Parties further agree that where a conflict or difference exists between the articles contained in the main body of the Collective Agreement and this Letter of Understanding ("LOU"), the specified provisions contained in this LOU shall prevail.

2. Effective Date

The parties agree that the "Effective Date" for the purposes of the Inspector Wage Schedule (Appendix I, below), Overtime (section 5, below), and Premiums is August 27, 2023. Premiums shall mean Pay for Work on Off Days (Article 6.05 of the Collective Agreement), Pay for Work on Statutory Holidays (Article 6.06), Sunday Work Premium (Article 6.07), and Standby Pay (Article 6.26).

Inspectors will be eligible for retroactive compensation from the Effective Date. The City will endeavour to process this retroactive compensation as soon as is reasonably possible, recognizing IT system changes are necessary for implementation.

3. Trading Shifts

Shift trades will occur in accordance with Article 6.19:Trading Shifts of the Collective Agreement. However, shift trades may only occur between the same type of Inspector. Surface Inspectors and LRT Inspectors may not trade shifts with each other, although Safety Inspectors may pick up shifts from Surface Inspectors.

4. Hours of Work

The Parties agree that the current hours of work schedules for Inspectors transferring into the jurisdiction of the Union are as follows:

a. Surface Inspectors and Safety Inspectors: Work weeks are designed on the basis of 36.9

hours per week (9.23 hours daily) for a 4-day work week.

b. **LRT Inspectors:** Work weeks are designed on the basis of 36.9 hours per week, with either 9.23 hours daily for a 4-day work week, or 12.3 hours daily for a 3-day work week.

5. Overtime

Where an Inspector is required to work in excess of their regularly scheduled daily hours (as noted in section 4, above), they shall be paid 1 ½ times their regular rate of pay for the first 2 hours worked, and 2 times their regular rate of pay for each hour thereafter until relieved from duty. Inspectors who are required to work on an off day will be paid at 2 times their regular rate of pay for all hours worked.

6. Instructional Pay

As of February 22, 2024, the City may utilize Inspectors to provide Inspector classroom training, and to develop/update training materials, at a rate of \$1.50 per hour extra.

7. Banking of Overtime

Employees may, at their option, credit the dollar value of compensable overtime to an "Overtime Time Off Bank" up to a maximum dollar equivalent of one weeks' worth of hours at the employee's regular pay rate. If an employee holds a permanent and relief role in different areas, their Overtime Time Off Bank will be subject to the hours of the relief area. The time off with pay, in place of overtime pay, shall be taken and paid at the employee's regular pay rate at a time mutually agreed to between the employee and the City.

8. Union Dues Deduction

The Union shall provide the City with written notification to commence deducting dues for permanent Inspectors at least 30 calendar days in advance of implementation of the deductions.

9. Benefits

Inspectors will be enrolled in the ATU benefits plan as per Part II - Health and Welfare Benefits, of the Collective Agreement following their transition into ATU 569 in the PeopleSoft system. Employee's current Out-of-Scope Health and Welfare Benefit Plan, and Flexible Spending Account, shall remain in effect in the interim.

10. Other Items

Unless otherwise specified within this LOU, all other terms of the Collective Agreement shall apply, and management terms and conditions of employment shall cease, effective the date that this LOU is signed by both parties.

11. Disputes

In the interest of efficiency, any disputes regarding the implementation of this LOU will be addressed in a meeting between the parties. The Dispute Resolution Process of the Collective Agreement, or a complaint through the Alberta Labour Relations Board may be used as a last resort.

12. Expiration

This LOU expires December 28, 2024, or when a renewed collective agreement is ratified by the parties, whichever occurs first. Amendments to this LOU can be effected at any time by mutual agreement in writing.

Appendix 1 - Inspector Wage Schedule

Salary Steps	36.9 Hours Weekly Work Schedule	
	Hourly	Annual Salary
Training	\$39.773	\$76,609.96
1926.18 Hours	\$44.745	\$86,186.92
Thereafter	\$49.717	\$95,763.89

For the City of Edmonton

For the Union

March 04, 2024

Date