

(errors and omissions excepted)

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**MEMORANDUM OF SETTLEMENT**

BETWEEN:

**THE CITY OF EDMONTON**

(the "City")

- and -

**AMALGAMATED TRANSIT UNION LOCAL 569**

("ATU 569")

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

The undersigned representatives of the parties do hereby agree to present and support, as the best offer, to their respective principals the following changes to the previous December 20, 2020 - December 30, 2023 Collective Agreement.

**1. Term**

The Collective Agreement will have a four (4) year term, commencing on December 31, 2023 and ending on December 11, 2027 (pay period #26).

**2. General Wage Increase**

Appendix I - Schedule of Wages - shall be subject to a general wage increase as follows:

**2024**

December 31, 2023 (pay period #26) - 3%

**2025**

December 15, 2024 (pay period #26) - 3%

**2026**

December 14, 2025 (pay period #26) - 3%

**2027**

December 13, 2026 (pay period #26) - 3%

Unless otherwise specified within this Memorandum of Settlement, retroactivity shall apply in accordance with Article 7.02 of the Collective Agreement.

### **3. Convert Community Service Operators to Conventional Operators LOU**

See attached Letter of Understanding Titled " Community Service Operator (CSO) conversion to Conventional Transit Operator".

### **4. Classification Re-grade Tire and Tow Truck Foreperson**

Job code 2230, Tire and Truck Foreperson To be re-graded from pay grade Grade 051 to 008

### **5. Increase Shift Differential**

#### 6.03.03 Shift Differential - Dispatchers

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

An employee who works an evening shift, the major portion of which falls between the hours of 16:00 and 24:00, shall receive a shift differential of ~~\$1.10~~ **\$1.20** for each hour of that shift. An employee who works a night shift, the major portion of which falls between the hours of 24:00 and 08:00, shall receive a shift differential of ~~\$1.20~~ **\$1.75** for each hour of that shift.

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

#### 7.06 Shift Differential

An employee who works an evening shift, the major portion of which falls between the hours of 16:00 and 24:00, shall receive a shift differential of ~~\$1.10~~ **\$1.20** for each hour of that shift. An employee who works a night shift, the major portion of which falls between the hours of 24:00 and 08:00, shall receive a shift differential of ~~\$1.20~~ **\$1.75** for each hour of that shift.

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

## 6. Increase Health Care Spending Account

### 8 Health Care Spending Account

The City agrees to implement a Health Care Spending Account beginning 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 ~~\$755~~ **\$825 (Effective December 14, 2025)** commencing the first pay period of each year.
- 8.02 To be eligible for the ~~\$755~~ **\$825 (Effective December 14, 2025)** 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<sup>st</sup> falls in the payroll year will be provided with a Health Care Spending Account of ~~\$355.50~~ **\$412.50 (Effective December 14, 2025)** for permanent full-time employees providing that they are actively at work during the pay period in which July 1<sup>st</sup> 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<sup>st</sup> occurs.

## 7. Increase to Major Medical and Dental Benefits

### 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)~~ **\$3450 (Effective December 14, 2025)** per calendar year for the usual and reasonable costs of artificial limbs (excepting myo-electric 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)~~ **\$400** 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)~~ **\$3450 (Effective December 14, 2025)** 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)~~ **\$1725 (Effective December 14, 2025)** 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)~~ **\$1725 (Effective December 14, 2025)** 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)~~ **\$1725 (Effective December 14, 2025)** 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~~ **\$1150 (Effective December 14, 2025)** 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 as provided in Part II, 6.02.

6.02.10

The Plan shall pay a maximum of ~~\$500 (\$800 effective December 27, 2015)~~ **\$920 (Effective December 14, 2025)** 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)~~ **\$920 (Effective December 14, 2025)** per calendar year for acupuncture services, provided it is administered as a pain reliever or anesthetic by a registered acupuncturist. Submitted eligible expenses shall be 50% paid for by the Plan as provided in Part II, 6.02.

6.02.12

The Plan shall pay a maximum of ~~\$500 (\$1,000 effective December 27, 2015)~~ **\$1150 (Effective December 14, 2025)** 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 as provided in Part II, 6.02.

6.02.13

The Plan shall pay ~~\$50 (\$80 effective December 27, 2015)~~ **\$90 (Effective December 14, 2025)** 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 30th 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 1st will not be honoured.

## 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, effective April 22, 2012.

### 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 (re-cementing 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)~~ **\$3450 (Effective December 14, 2025).**

### 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, 7.03.

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.

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 1 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 1 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 as 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~~ **\$1435 (Effective December 14, 2025)** per member, and a 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.

## 8. Increase to Footwear Allowances

### 9.05.01 Operational Staff

#### 9.05.01.01

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

#### ANNUAL FOOTWEAR SUBSIDY

For Group 1 employees, the City shall subsidize the purchase by those operational staff governed by Part I, 9.05.01 of one pair of approved standard shoes in the amount of 50% of the cost of such standard shoes or ~~\$85~~ **\$105** whichever is the lesser. Operational staff in the service of the City as of January 31 shall receive an annual payment of such shoe allowance as soon as reasonably possible.

For Group III employees only, the City will subsidize the purchase of one pair of appropriate, specialized footwear, approved by the City, in the amount of 50% of the cost, up to a maximum of ~~\$150~~ **\$185** per calendar year. The clothing issue listed below shall constitute the exclusive items to be worn when wearing them in uniform. The City, at its discretion, may offer additional options.

Employees are responsible for reporting to work in their proper uniform, each item being in a state of good repair. Employees may use their points to obtain the uniform items that they require at any given time. The employee is responsible for managing their points to be able to obtain appropriate uniform items to ensure they are reporting in a proper uniform. Points may only be used to obtain articles identified as City Uniforms for their position. Employees will only be allowed to have a maximum of 4 years of points in their points bank.

#### 9.05.02.07 Annual Safety Boot Subsidy

Where the conditions of employment demand or require the use of safety boots or shoes, the City will subsidize the purchase by an employee, except track maintainers, of C.S.A. approved safety boots or shoes in the amount of 50% of the cost of such safety boots or ~~\$85 (\$100 effective December 27, 2015)~~ **\$125**, whichever is the lesser. Such employees in the service of the City as at January 31st shall receive the annual payment of such shoe allowance as soon as reasonably possible after January 31st of each calendar year. An employee who does not complete 30 days continuous employment with the City shall not be eligible for safety boot subsidy. This provision shall not apply to Track Maintainers.

#### 9.05.02.08 Annual Specialized Footwear Subsidy For Track Maintainers

The City will subsidize the purchase by an employee of C.S.A approved specialized footwear in the amount of 50% of the cost of such footwear up to a maximum of ~~\$100 (\$150 effective December 27, 2015)~~ **\$185** per calendar year. Employees must produce receipts in order to claim a reimbursement.

**9. Renew LOU #4 "Group II-Trades and Maintenance Employees" Staff Impacts Associated with the Transfer of Edmonton Transit Bus Maintenance to Fleet Services**

**10. Grievance Response Timelines**

15.03 Union Representation  
Step 2: Consultation Stage...

**09) A written decision on a grievance shall be provided to the Union within thirty (30) calendar days of a Consultation meeting. An extension to timelines can be requested by the City and will not be unreasonably denied.**

Step 3: Formal Review Stage...

**09) A written decision on a grievance shall be provided to the Union within thirty (30) calendar days of a Formal Review meeting. An extension to timelines can be requested by the City and will not be unreasonably denied.**

**11. Signed Amendments**

All previously negotiated and signed amendments to the previous December 20, 2020 - December 30, 2023 Collective Agreement shall form part of this agreement.

All articles in the previous December 20, 2020 - December 30, 2023 Collective Agreement including letters of understanding, not amended by this Memorandum or as previously otherwise agreed to in bargaining, are brought forward with no changes to the new Collective Agreement.

The Parties agree that in final editing of the renewed Collective Agreement, the Parties may agree to other editorial changes to address clerical errors.

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

SIGNED THIS 9<sup>th</sup> day of June, 2025

**ATU 569**

**CITY OF EDMONTON**