

## **COLLECTIVE AGREEMENT**

**Between**

**The St. Catharines Transit Commission**

**and**

**The Amalgamated Transit Union,  
Local #846**

**January 1st, 2007 - December 31st, 2009**



03960 (R)

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THIS AGREEMENT entered into at St. Catharines, Ontario, **this** First (1st) day of January, 2007, A.D.

BETWEEN:

THE ST. CATHARINES TRANSIT COMMISSION

hereinafter called "The Commission"

and

**LOCAL NO. 846**  
AMALGAMATED TRANSIT UNION

hereinafter called "The **Union**"

1. **PURPOSE:**

The purpose of this Agreement is to define working conditions and wages of the employees, and to provide for adjustments of any disputes which may arise between **the** Commission and its employees,

Whenever **the** singular and masculine are used herein they shall be **construed** as if the plural or feminine had been used where the context **so** requires.

2. **RECOGNITION OF THE UNION:**

- (a)(i) The Commission **recognizes** the Union as the **sole** collective bargaining agency for all employees of the Commission, **save** and except Supervisors, foremen, persons above the rank of Supervisor or foremen, office **and payroll personnel**.
- (ii) Successor Rights: In **an** effort **to** address concerns of the Union (**LOCAL 846**) that privatization **or** a merger **will** adversely affect the existence of **the Union**, The St. Catharines Transit Commission and **Local 846** of the Amalgamated Transit Union agree that should The **St. Catharines Transit Commission** **be** sold, merged with another company, become a department of **the** Region of Niagara, or change its ownership, that the Amalgamated Transit Union **Local 846** will be the sole bargaining Agent.
- (b) No employee **shall be** required or permitted to make any written or verbal agreement with the Commission or **its** representatives which conflicts with the *terms* of this Collective Agreement unless otherwise mutually **agreed** by the Commission and the Union.
- (c) Each **employee** shall have access to **his** personnel file upon reasonable notice for the purpose of reviewing all evaluations pertaining to his employment with the Commission.

### 3. RECOGNITION OF THE COMMISSION:

The Union acknowledges and agrees that it **is** the exclusive right **and** function of the Commission **and** its duly authorized representatives to manage the Commission's business and without restricting the generality of the foregoing, these functions shall include:

- (a) Determining the routes to be followed, stops, times **and** schedules, qualifications of drivers, repairing and servicing methods and processes and **the** extension limitations, curtailment and cessation of operations.
- (b) Hiring, discharging, suspending or **otherwise** disciplining **employees**, promoting, demoting, transferring or laying off **same**.
- (c) The maintenance of discipline and efficiency, the right to make or alter from time to time rules and regulations to be observed by the employees **and** to enforce same. The Commission agrees to inform the Union Executive in writing of changes in rules and regulations, before they are put into effect.
- (d) The Commission **agrees** that rights of the Commission shall be exercised in such a manner *as* they shall not overrule the provision of this Agreement.

### 4. UNION MEMBERSHIP:

- (a) **As a** condition of employment with the Commission, each present employee within the bargaining unit shall remain, **and** persons hired in the future for positions within the bargaining unit, shall become and remain Members of the Union.
- (b) The Commission shall deduct Union dues, fines or assessments on **a** weekly basis, Deductions for new employees shall commence with their first five **day** pay.  
  
Dues shall be deducted for the current week in which an employee terminates employment.
- (c) Initiation Fee shall be deducted on notice **from the** Financial Secretary-Treasurer of the Union.
- (d) The amount of **weekly** membership dues and the Initiation Fee shall be certified to the Commission in writing **by** the Financial Secretary-Treasurer of Local No. **846**,
- (e) The Union agrees to accept into membership any future employee with the Commission.
- (f) The Commission shall, before the end **of** the week remit **the** total **of** such deductions to the Financial Secretary-Treasurer of the **Union**.

- (g) After hiring an employee the person shall be introduced to a member of the Union Executive by Management **within** three (3) working days. The **new** employee shall be excused **from** duty, without loss of pay, for one (1) hour for the **purpose** of orientation with the Union President/Business Agent or his designate.
- (h) When lost time **due** to Union business **by** Executive Members of the Union occurs, the Commission shall **pay** the Member and be reimbursed by the Union for the total amount paid by the end of the month following the month in which the expense is incurred.
- (i) All Union Management business shall be conducted by the duly authorized **and** elected officers of Local No. 846 of the Amalgamated Transit **Union**.
- (j) The Union **shall supply** the Commission with a list of all duly authorized and elected officers and of all changes which may take **place from** time to time.

**5. NO STRIKES - NO LOCKOUTS:**

In the **view** of the orderly procedures established **by** this Agreement for the settling of disputes **and** the handling of grievances, the Union agrees that during the life **of** this Agreement, there **will** be no **strike**, **and** the Employer agrees that there will be no lockout.

**7. SENIORITY - ALL BARGAINING UNIT EMPLOYEES:**

Seniority is defined for the purpose of this Agreement as **the** length **of** continuous service with the bargaining unit and shall **apply** only to the extent specifically provided in **this** Agreement.

- (a) The present Departmental seniority of employees shall be recognized for the purpose of choice of sign-up, choice of vacation, choice of floater **days**, and choice of overtime. Exception: Overtime shall be **first** offered to Spareboard Operators.
- (b) Permanent Vacancies:

If a job or vacancy occurs, preference shall **be** given in order of bargaining unit seniority providing the employees concerned have the ability and qualifications to perform the work required. in order to be considered capable of performing the work, an employee applying for the new job or vacancy must have the basic knowledge of the duties of **the work** and must be capable of performing it within three (3) months **after** receiving the position. If such an employee is found to be incapable of performing the new duties, they shall **return** to their former position without **loss** of seniority. Such new job or vacancies shall be posted on the bulletin boards for a **period of** seven (7) days.

Employees shall not **be** entitled to bid **on** further vacancies for a period of one (1) **year**.

- (c) Seniority rights and employment shall be terminated for any of the following reasons:
- (i) If the employee quits;
  - (ii) After twenty-four (24) consecutive months of lay-off;
  - (iii) If the employee is discharged and the discharge is not reversed through the grievance procedure;
  - (iv) If **an** employee has been absent for five (5) consecutive **days** without having notified the Commission directly, unless a satisfactory reason is given;
  - (v) If an employee is laid off or **after** being on **strike** fails to return to work within ten (10) **working days** after being notified by registered **mail** to his last known address in the Commission records to report for **work and** does not give **a** satisfactory reason;
  - (vi) With the employee's knowledge, driving Commission vehicles while his license is under suspension or operating Commission vehicles when the employee has been disqualified from driving;
 

Exception: Employees while driving on Operations Facility property.
  - (vii) If **an** employee overstays a leave of absence granted **by** the Commission in writing and does not **secure an** extension of such leave in writing.
- (d) An **employee** promoted **by** the Commission to a position outside the bargaining unit, but within the Transit Commission shall continue **to pay** Union dues and accumulate seniority for a period of six (**6**) months.
- At the end of the six (6) month period, he may** return to the bargaining unit, without any loss of seniority, but if he remains in the position of management, he **shall** have his length of service in the bargaining unit **frozen** at that point.
- (e) **A** new employee's bargaining unit seniority shall **be governed** by his initial date of entry into the bargaining unit and shall exercise seniority upon completion of his training period.
- (f) **A** bargaining unit seniority **list** showing the names **and** the seniority starting dates shall be posted on the bulletin boards in January of each **year with a copy** forwarded to the Union Financial Secretary-Treasurer. **A copy** shall be made available to the Union upon request showing up-to-date information identifying those employees absent on **WSIB, LTD,** extended illness, etc.



(g) Vacancies:

- (i) All vacancies which occur in the Transportation Department, including the Caretaker's, shall be filled by Spareboard employees, **unless** it is **known** that such vacancy **shall** be for a period of **twenty-eight (28)** days or more.
- (ii) If a **vacancy** is for twenty-eight **(28)** days or more, and **the** Operator is on any regular assignment, the assignment **shall be** posted for signing for three **(3)** days. During posting the Commission will entertain bids **from** Operators junior to the Operator who **caused** the **vacancy**. Such **vacancy** shall be filled by the senior qualified Operator submitting a bid. Only **two** secondary resulting **vacancies** **shall** be filled in **like** manner if **such** vacancy occurs in positions filled by Operators on **the** Departmental **seniority** list **that have signed regular assignments with guarantee**. In the case of all other Operator vacancies arising in positions **signed without guarantee** on the Departmental seniority list, **it shall be posted at the discretion of the Commission**. Assignments filled **as** vacancies shall **begin** on **Sunday**.

If the vacancy is not signed, the vacancy shall be filled from the **Spareboard** for the balance of the **Sign-up**.

In the event that the junior Operator on the Spareboard **is** the junior Operator on the property, this person can be moved to fill **the** vacancy for the balance of the Sign-up.

- (iii) In the case of a temporary **vacancy**, all Operators filling the **initial** vacancy and any resulting vacancies, shall return to their former positions upon return of the Operator **causing** the initial vacancy.

If the returning Operator **gives** verbal notice by 10:00am on the Friday **prior** to the **week** of his return, all Operators filling **the** initial vacancy and any resulting vacancies shall return to their former positions on **the Sunday** of **the** week in which the Operator causing the vacancy returns to **work**. In this case, if the returning Operator returns to work on a **day** other than **Sunday**, his assignment shall be held in reserve and filled by the Spareboard, from the **previous Sunday** until his actual date of return in that **week**.

In the **event** that the returning Operator returns to **work** in the same week **in** which he **gives** notice of his return, he shall be required **to** work **the** Spareboard for the balance of the week. All Operators filling the vacancy and any resulting vacancies shall then return to their former positions on the Sunday following.

- (iv) **All** bulletined positions shall be filled on the **Sunday** following the removal **of** the bulletin **and** the senior qualified Operator given the **opportunity** to perform the job.

Successful bidders shall be notified in writing by **the** Department **Head** outlining off-days and scheduled work for the first two **(2)** weeks.

- (h) Lay-offs:

Lay-offs will be made in accordance with Article 7(b). Recall rights shall not **exceed a period** of two **(2) years**. After being notified of recall by registered mail to the person's last known address, the person **must** be available within two weeks.

## 8. **COMMISSION ORDERS:**

When orders of a general nature are issued they shall be signed by an Officer of the Commission and a copy posted:

- One (1) in the Operator's Lounge at the Operations Facility
- One (1) in the Maintenance Lounge at the Maintenance Facility
- One (1) in the Operator's Lounge at **the** Downtown Terminal.

Copies of all bulletins or notices issued by the Commission shall be forwarded to the representatives **of** the Union, with a minimum of delay. Whenever **possible** twenty-four (24) hours notice shall be given.

## 9. **DISCIPLINE:**

- (a) After **expiry** of the probationary period, an employee shall not be dismissed or disciplined, nor will entries be made in his record without sufficient cause. If any charges are entered in his record, such employee shall be given **a full and** complete written statement of the charges, signed by the Department Head and records made available to the employee at the time of the charge. Failures and accidents shall **be** placed in the employee's record with notification to the employee concerned. When recording absences in the employee's file the specific reason for the absence shall be noted. If an **employee** works after failure on the day of failure, the actual hours worked shall **be** placed in the employee's record.
- (b) Failing a satisfactory settlement, the employee **has** the right to have the case considered by the General Manager and **a** representative of the Union. Should **an** employee be exonerated, he shall be paid for all lost time.
- (c) In the handling of normal disciplinary cases, the discipline record of an employee **shall** not be considered beyond the previous two (2) years. All disciplinary records for any year prior **to** the **preceding** five (5) years must be destroyed.

- (d) In all cases, the employees shall have the right to appeal under the Grievance Procedure, to be dealt **with** as hereinafter provided.

#### 10. **GRIEVANCE PROCEDURE:**

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints **and** grievances as quickly as possible.

No grievance shall be considered where the circumstances giving **rise** to it occurred or originated more **than** twenty (20) full working days before the filing of the grievance.

Grievances properly arising under **this** Agreement involving the interpretation, administration, application or alleged breach of **this** Agreement shall be adjusted and settled as follows:

**STEP #1** The aggrieved employee shall present his complaint to his Superintendent within three (3) working days of the occurrence of the event upon which the grievance is based. If a settlement satisfactory to the employee concerned is not reached within three (3) full working days, the complaint shall be presented **as** follows at any time within three (3) **full** working days thereafter but not later.

**STEP #2** The aggrieved employee shall with his Union representative present his grievance which shall be reduced to writing on a form **supplied** by the Union and approved by the Employer identifying the article or articles alleged to **have** been violated **and** the relief sought, to the Department Head concerned. The Department Head will hear the grievance within four (4) working days. The Department Head shall respond in writing within four (4) working days of the meeting. Should no settlement satisfactory to the **employee** be reached, the **next** step in the Grievance Procedure may **be taken** at any **time** within five (5) full working days thereafter, but not later.

**STEP #3** The Union, if it considers it a valid grievance, may submit the grievance to the General Manager and the representatives of the parties, including the grievor, shall **meet** within five (5) working days to endeavour to settle the grievance. **The** General Manager shall **give** his response in writing within Seven (7) working days following the meeting. If a satisfactory written settlement **is** not reached within twenty (20) **days** of the Commission's reply and if the grievance is one which concerns the interpretation, application **and** administration or alleged violation of this Agreement, the grievance shall be submitted to arbitration **as** provided below within twenty (20) working days. **If** no written request for arbitration **is** received within the time provided the grievance shall be deemed to have been abandoned.

**Any** grievance over disciplinary action, including discharge **or** suspension, shall be submitted at the step appropriate to the level of supervision from where the disciplinary action was administered.

The time limits and other procedural requirements set out in this Article are mandatory and not merely directory, therefore, failure to **put a grievance in writing at** the proper step in accordance with **the** requirements hereof shall be deemed a complete **waiver and** abandonment of the grievance by **the** grievor. Any grievance not appealed **from** one step of the grievance procedure to the next within the specified time limit shall **be** deemed to **be** abandoned. No matter may be submitted to arbitration which has not properly been carried **through** all specified previous steps of the grievance procedure within the times specified. The mandatory provisions of this Article shall not be considered to have been waived **by** the parties, or either of **them**, unless they expressly provide a waiver **thereof in writing**, signed by both parties.

In this Article "days" shall not include Saturdays, Sundays or holidays **and** any period of days may be extended by mutual agreement.

#### 11. **ARBITRATION:**

- (a) Both parties to this Agreement agree that a grievance concerning the interpretation or alleged violation of **this** Agreement, which has been properly carried through **all** the steps of the Grievance Procedure outlined above, and which has not been settled, **will** be referred to a sole arbitrator. If the parties are not able to agree upon such **an** arbitrator within ten (10) working days of the notice of Arbitration, the Minister of Labour for the Province of Ontario will be requested to appoint **an** arbitrator.
- (b) Either **party** may request **a** Board of Arbitration in which **case** **the** Nominee of each **party** shall be appointed within ten (10) days of the notice of Arbitration and **the** Nominees of each **party** shall select a Chairman of the Board of Arbitration.
- (c) The Board of Arbitration, or sole arbitrator, **shall** not have **any** power to alter or change any of the provisions of **this** Agreement or to substitute **any** new provisions for any existing provisions, or to **give any** decision inconsistent **with** the **terms** and provisions of **this** Agreement.
- (d) Each of **the** parties to **this** Agreement will bear the expenses of the arbitrator appointed **by** it and **the** parties **will** jointly bear the expenses, if any, of the Chairman or of **a** sole arbitrator.
- (e) No person shall be selected as arbitrator who has been directly involved in **attempts to** negotiate or settle the grievance.
- (f) In this Article, "days" shall not include **Saturdays**, Sundays or holidays **and** any period of days may be extended by mutual agreement.

## 12. CLASSIFICATION OF WORK:

### (a) Definitions:

- (i) Crew: A daily **work** assignment which is grouped with other crews to form an assignment.
- (ii) Split Crew - A **daily** work assignment comprised of **two (2)** pieces of work. Where a split crew is comprised of more **than two (2) pieces of work, pay** shall be continuous during the shortest interval(s) between all pieces comprising the crew, in order to create a two (2) piece crew.

A maximum of eighteen (18) signed **split** assignments is permitted within a thirteen (13) hour **spread**. All remaining signed assignments within a twelve (12) hour spread.

For every **six (6)** signed assignments containing thirteen (13) hour spread or reduced guarantee, the Commission shall create five (5) consistent day assignments at the start of **the next** regular Sign-up. This procedure shall be in place for every six (6) assignments without guarantee and/or thirteen (13) hour spread to a maximum of twelve (12). When eighteen (18) such assignments are created the Commission will provide **five (5)** Spareboard positions with Saturday, Sunday off.

No signed assignment will exceed thirteen (13) hours.

- (iii) Assignment: A grouping of crews **which** comprise a weekly work assignment and which are posted on the regular **Sign-up** for **signing by** Operators. **When** the word assignment is preceded by a specific classification of **Operator**, the reference shall be to the **specified** classification **and** excludes all other assignment classifications.
- (iv) Consistent Day Assignment: Comprised of straight day crews (5:00 a.m.-7:00 p.m.) with lunch reliefs. A consistent day assignment may be non-alternating or only alternate weekly with a consistent day assignment.
- (v) Day Assignment: Comprised of straight day crews (5:00 a.m. - 6:00 p.m.) with lunch reliefs. A day assignment may **be** non-alternating **or** may alternate **weekly** with either a night or a split assignment.
- (vi) Night Assignment: Comprised of straight night crews commencing after 12:00 p.m. with lunch relief. A night assignment shall alternate weekly only with a day assignment while a night pool assignment may alternate **weekly with a** split assignment.

- (vii) Split Assignment - Comprised of split crews. **A** split assignment may be non-alternating or alternate **weekly** with either a day, a split or **a** night pool assignment. The alternating of split assignments with night **pool** assignments shall **be** limited to one (1) split assignment alternating weekly with a night pool assignment for each **five (5) and** four (4) pool on the Sign-up.
- (b) There shall be no combinations of clauses 12(a)(iv), 12(a)(v), 12(a)(vi), or 12(a)(vii) within **a regular** Operator's **weekly** crew assignment.

Exception: Pool **crew** assignments.

- (c) Spareboard Work - **A sufficient** number of employees shall be assigned to meet the ordinary requirements of the service **and the** number of employees on the Spareboard list **may** be adjusted to comply with the requirements of the service.

Regular **assigned** employees shall not be assigned to **any** Spareboard **work** when a qualified Spareboard **employee is available**.

- (d) In the event that no employees are available without payment of overtime, available Spareboard employees shall be used in **preference** to regular assigned employees.

### 13. **ASSIGNMENTS:**

- (a) The hours **of** assignment shall commence at the scheduled **departure** time from the garage or relief point and shall cease at the scheduled arrival time at the point where the assignment terminates.
- (b) **Time will be** computed on **a** minute basis on all **work** performed in one **day**.
- (c) Time shall be computed continuously when the interval or release from duty does not exceed **sixty (60)** complete minutes, lunch reliefs excluded.
- (d) **All** regular assignments **will pay** a **minimum** of eighty (**80**) hours per fourteen (14) day/pay period and **a maximum** of eighty-four (**84**) hours, including travelling time.

Exception (i): Three (3) Paratransit assignments may be extended to a maximum of eighty-eight (**88**) hours, in **a** fourteen (14) **day/pay** period, including travelling time.

Exception (ii): Five (5) split assignments may be extended to **a** maximum of eighty-eight (**88**) hours, in a fourteen (14) day/pay period, including travelling time.

Exception (iii): **A** total of **eighteen (18)** signed assignments without guarantee and/or thirteen (13) hour spread.

- (e) Spareboard assignment sheets of extra **work** shall be posted not later ~~than~~ 1:30 p.m. **each** day for the day following. If the assignment **sheet** is posted later than 1:30 p.m. Operators on off-days and those not returning to the garage shall be notified of time of **work** to which they are assigned.
- (f) **All** assignments whether posted on the **Spareboard** or volunteer sheets shall be paid a **minimum** of two (2) hours.
- (g) **As far** as practicable, Spareboard **Operators** shall be rotated on assignments. The Commission shall be entitled at all **times** to first schedule employees to meet the provision of Article 17.

**Report men** shall be used in order of call.

**Any** regular crew that becomes open for assignment after the Spareboard work assignment **sheet** has been posted, **and** starts after 1:00 p.m. the following day, shall not be assigned until after 9:00 a.m. on the following day.

If it **is** necessary for management to assign someone to **the** crew, it shall be given to a later Report man, or to **the** Spareboard Operator **with** the latest assignment in the day, provided **the** latest assignment in the day is not a regular crew,

**Assigned** Report men will be given preference over Operators called on **report**.

- (h) Operators notified or called for work and later have their assignment changed, such change shall not be considered a cancellation, but the **time** allowed for **the** new assignment cannot be **less than** the original assignment.
- (i) Operators who are **willing** to **work** on their assigned **off-days** shall be notified **prior** to or at the time they report for duty on the preceding day.
- (j) The daily work on Spareboard assignment sheets shall be such that under normal working conditions no Operator **can** be forced to **work** more than one split on **any** one day.
- (k) **Operators exchanging assignments will be responsible to ensure that both are complying with the Employment Standards Act with regards to Weekly Hours of Work. Exchanges will be entered in the log book forty-eight (48) hours prior to the exchange. An Exchange of Work Form will be provided to the Supervisor for short term exchanges.**
- (l) Operators signing for Spareboard and **Vacation** Relief assignments shall do so on **the** understanding that they may be required to perform Paratransit and Caretaker's duties.

14. **SIGN-UP:**

- (a) There will be three (3) Sign-ups each year.  
Posted ~~as~~ follows:

**January - April Sign-up**

The first Sunday which coincides with the beginning of **the** first bi-weekly **pay** period in January.

**May - August Sign-up**

The first Sunday which coincides with a bi-weekly **pay** period and closest to the end of Brock University school year.

**September - December Sign-up**

The Sunday prior to Labour Day.

- (b) The regular Sign-up shall be posted five (**5**) weeks **in** advance of the effective date unless otherwise agreed by the Commission and the Union. Operators shall begin signing Monday of the fourth (4th) **week** preceding the effective date of the schedule.

Should an Operator fail to sign in the allotted time, his name shall be **by-passed** and a selection shall be made from the remaining unsigned work when he reports to sign.

- (c) There shall be no reduction in the number of, or hours of signed assignments **during** any Sign-up. Changes **may** only take place on the **next Sign-up**.

- (d) Changes in assignments shall be discussed with the Union Representative, prior to making the changes.

- (e) If an Operator is to **be** absent during the signing of the **Sign-up**, he shall leave a written choice **of** assignments with **an** Officer of the Commission. When it becomes his turn to sign, his selection shall be made by **an** Officer of the Commission, in accordance with assignments open and choice of assignments made.

- (f) **An** Operator who signs for **an** assignment, unless displaced in the **application** of seniority **rules**, must remain on such assignment until the **next** regular Sign-up, unless mutually agreed between the Commission and the Union Representative.

- (g) Should **any** assignments fail to be signed, starting **with** the bottom of the seniority list, the assignments shall be filled by appointment of the Commission.

- (h) The first Operator listed on a specific date shall be allowed 6:00 a.m. to 7:00 a.m.-  
Second 7:00 a.m. to 8:00 a.m. - and one hour intervals until 11:00 p.m. to a **maximum** of sixteen (**16**) Operators per day.

- (i) Floater and vacation sign-ups to **be** signed not later than **one** week after **the** regular sign-up.



- (j) **The Transit Commission may create a sign-up for the assignments without guarantee and/or thirteen hour spread in accordance to seniority during exams and breaks in December/January. In addition to the assigned work not affected by Brock University the assigned work will consist of the following: Vacations, lieu and performance days, scheduled training. The reduced guarantee sign-up will have no effect on regular assigned crews or the spareboard guarantee. Reduced guarantee crews can be utilized for scheduled training during reading week in February of each year.**

**A sign-up shall be posted by mid November.**

**15. OVERTIME - OPERATORS:**

- (a) Overtime at one and one-half (1-1/2) the Operator's regular rate **shall** be paid for all work in excess of signed crews.

Exception: Regular rate shall be paid for a period of **up to ten (10) minutes worked** immediately following the completion of a regular shift due to being late returning to the Operations Facility.

- (b) Operators working **Spareboard** assignments in excess of eight (8) hours or in excess of twelve (12) hours spread, shall be paid overtime rate. The rate paid to return a bus to the garage shall be **applicable** to the eight (8) hours **and** spread time.
- (c) **Overtime** rates **shall be** paid to Operators for **work** on off-days.
- (d) Overtime rates shall be paid on all work done on any Statutory Holiday,
- (e) **Should** there **be** an insufficient number of Operators to man all assignments then Operators will be required to work **the** overtime beginning with the junior qualified available Operator.
- (f) Operators who wish to work **overtime** during a **Sign-up shall** sign a list posted ten (10) days before a Sign-up begins. Two (2) days before the Sign-up starts, the list shall be removed. Only those signing **the** list will be asked to **work** the overtime during that Sign-up.

**16. REPORT TIME:**

Allowance for ten (10) minutes **report** time, at **the** regular **rate**, shall **be** paid to each Operator for each day worked. This is to provide the Operators with sufficient time to report, read bulletins **posted** on the **Boards**, **perform a walk-around** check of their vehicle, sign the **C.V.O.R.** card, and be prepared to leave the Operations Facility or the Downtown Terminal at the start time of **the** assignment.

17. **GUARANTEE:**

- (a) The Commission guarantees to Spareboard Operators a minimum pay of forty (40) hours per week at the basic rate for five (5) days worked; provided they report on time and *carry* out the duties assigned to them. Should an Operator **fail** to report for duty on time, **the** guarantee shall be reduced **by** the amount of assignment up to a maximum of eight (8) hours. **Any** work performed in that day shall be paid in addition to the reduced guarantee now credited.
- (b) Time worked by a Spareboard Operator on an off-day shall be paid in addition **to** the guarantee.
- (c) Statutory Holiday pay ~~for~~ Spareboard Operators shall be included in the guarantee to which they are entitled.
- (d) Time worked on a Statutory Holiday shall **be** paid in addition to the guarantee.
- (e) The ten (10) minute report time shall be included as part of the guarantee.
- (f) The maximum hours to be applied per day as guarantee time shall be eleven (11) hours.
- (g) Subsections (a) through (f) inclusive of this Article shall apply to Vacation Floater Relief Operators while filling Spareboard **assignments**.
- (h) Vacation/Floater Relief Operators signing for a group of assignments which include assignments without guarantee and/or thirteen (13) hour spread, will **have** the choice of working these assignments without **guarantee** or compensation for spread, or working Spareboard with the Spareboard guarantee.

Vacation/Floater Relief employees working on **Spareboard** on their regular day to work, shall have preference for overtime following regular Spareboard employees in accordance with **Article 7(a)**.

**Exception:** When a Vacation Relief Operator is replacing a Spareboard Operator for vacation.

- (i) Time worked by a Spareboard Operator on a signed assignment without guarantee and/or thirteen (13) hour spread shall **be** paid on a **per** minute basis.

18. **SPREAD CLAUSE:**

All Spareboard work performed over the spread of twelve (12) hours shall be paid at one and one-half (1-1/2) times the regular rate.

19. **REDUCTION OF SERVICE:**

On any day the Commission reduces regular service due to **any** emergency, Operators shall receive the regular assigned day's wages, provided they report at **the** specified time for their assignment at the Commission Offices or Downtown Terminal. Operators reporting late at the above locations **due** to delays on such days will have hours paid calculated on a **per** minute basis from the time that they report to Supervisory staff,

20. **OPERATORS - OFF DAYS:**

(a) Regular Operators off-days shall be, as far **as** possible, Sunday and a rotating day.

A **maximum** of eighteen (18) signed assignments without guarantee and/or thirteen (13) hour spread may have off-days as follows:

- Sunday and another fixed day
- Sunday and a rotating **day**
- Two **fixed** consecutive days
- Two rotating consecutive days.
- **Sunday** and two (2) rotating consecutive off-days with a **minimum** weekly pay value of 25 hours for these crews only.

(b) Spareboard Operators shall have consecutive off-days in accordance **with** a pre-arranged schedule which shall be posted on **the** bulletin board for the **complete Sign-up**.

(c) Spareboard Operators off-days may be changed, providing the change is necessitated by a decrease in the number of Operators through extended illness, or a decrease in the number of Spareboard Operators. Where the number of Spareboard Operators **is** over twelve (12), a Spareboard Operator's off-days can be changed once a **Sign-up**. For the purpose of this Article, the off-days may not be consecutive.

(d) The Operator must be advised forty-eight (48) hours in **advance** of **the** change, and number of off-days allowed in **the** pay period remains **the** same.

21. **LUNCH RELIEF:**

(a) One-half (1/2) hour to a **maximum** of forty-five (45) minutes without pay shall **be** granted on all straight crews for lunch relief. Relief shall be supplied not earlier **than** 9:00 a.m. on **morning shift** and not earlier than 5:00 p.m. on **afternoon shift**.

(b) The time on duty must not be less than three (3) hours or not more **than five hours and fifteen minutes (5:15)** and, whenever possible, **early morning assignments shall be** given the early lunch breaks.

Note: The parties recognize that the Employment Standards **Act** dictates that **the maximum** time on **duty** before a **break** is five (5) hours, but the parties further recognize that this agreement constitutes a better benefit.

Note: 21(c) applies to 21(a) and 21(b).

(c) Lunch reliefs may be extended fifteen (15) minutes in either direction.

22. **CALLED BUT CANCELLED - ALSO CALLED:**

(a) Operators notified or called to report for **duty** and are cancelled later, shall be paid one ( ) hour at **the** regular rate.

(b) Operators reporting for duty and not used because of cancellations, shall be paid two (2) hours at the regular rate, provided it **is** a regular working day. If it is **an** off-day, then overtime rates shall **apply**.

(c) Under the above circumstances, the Operators reporting may be held on duty **with** a **minimum pay** of two (2) hours at regular rate. If held on **duty** in excess of two (2) hours, Compensation shall be made on the minute basis **for** time so held.

23. **MORNING CALLS - 5:00 a.m. TO 8:00 a.m.**

(a) Operators called in on report shall be paid from the time called.

Operators **called in for** a specific assignment shall be allowed twenty (20) minutes at the regular rate. The time shall be paid exclusive of the assignment but cannot be used to compute overtime.

(b) Operators called and assigned to a specific crew between 5:00 a.m. and 8:00 a.m. must not be called earlier **than** one (1) hour before departure time from the garage, but, whenever possible, Operators shall be called forty-five (**45**) minutes before departure time of the assignment.

(c) Operators assigned to report and later have the assignment changed to *an* early morning crew, must not be called after 9:00 p.m. and, if called in the morning, not until one (1) hour before the **assigned** report time.

Operators assigned to report shall be allowed meal allowance under Article 29.

(d) This does not apply to **an** Operator failing to report on time, who, if called, shall be paid for the actual time worked.

24. **REPORTING LATE:**

- (a) An Operator reporting late may be used on any assignment including Report,  
An Operator shall forfeit seniority rights for the day but shall be used on assignments open **after** a choice has been made by persons on Report.
- (b) Persons **assigned** as Report shall be given first selection of assignment, selection to be made by 9:00 a.m.
- (c) In all **cases**, selection shall be **governed** by the payment of overtime involved.

25. **BOOKING OFF AND BOOKING ON:**

- (a) Every effort shall be made to grant **an** employee time off for legitimate reasons.
- (b) Employees who have booked off and have missed two **(2)** assignments must book-on verbally before 10:00 a.m. on the day of the return to duty, otherwise they shall forfeit their regular signed crew for the following day and be assigned to Spareboard duties and paid on **a per** minute basis for time worked on **the** return to **work** date. A doctor's return to work **slip** shall be **provided** to an Officer of the Commission prior to going on **duty** in cases where **the** absence exceeds three **(3)** consecutive **days**.
- (c) Employees booking-off on assignments **shall** call the office at least thirty **(30)** minutes before the departure time of the assignment.

In **the** event that a Supervisor cannot be contacted, a **message is to be left** on the Commission's answering machine (685-31 14) which will provide **at a minimum**, the reason for the book-off, the name of the employee, and the telephone number where the employee can be reached if necessary.

26. **DEADHEADING:**

Operators deadheading or travelling on Commission business with proper authority, shall be paid for the time **so** occupied on the minute basis, at the regular **rate**.

27. **TRAVELLING TIME:**

- (a) **All** Operators beginning their assignment at the garage and terminating at a location where it is necessary to return to the garage by transportation, or begin their assignment at **a** location where it is necessary to use transportation and terminate at the garage, shall be **paid** travelling time of **an** actual time to drive routes **set** by **the** Commission. Time paid on this basis cannot **be** used to reduce the interval between assignments. Travelling time shall be **included** as **a part** of assignments.

Note: Time will be mutually agreed to by both the Commission and **the** Union, and can be reviewed from time to time to ensure sufficient time is given to start **and** finish **assignments**.

- (b) Transportation shall be supplied for Operators going to and returning from reliefpoints.
- (c) When the lapse of time between assignments is not sufficient for the Operator to travel by regular service, transportation shall be supplied upon request.
- (d) When an assignment includes a lunch relief, and there is an interval of thirty (30) minutes or more off duty before the lunch relief begins, travelling time to return to the garage shall not be paid.
- (e) When overtime rates are applicable, travelling time shall be included at the time and one-half (1-1/2) rate.
- (f) It is understood the buses are to be returned to the Operations Facility at the end of each shift.

**28. CHECKING TRAFFIC AND TRAINING PAY:**

- (a) Operators shall receive an additional twenty-five (25) cents per hour when required to make a traffic check, providing the check sheet is properly filled out and turned into the garage office.
- (b) Operators engaged in training new employees shall receive the amount of (\$1)one dollar per hour over the regular hourly rate.
- (c) Should the Commission require traffic checks through computerized data collection, then Operators shall be entitled to a 0.50% wage increase at the time of implementation,

**29. MEAL ALLOWANCE:**

- (b) Employees held on duty in the same day, in excess of five hours and fifteen minutes (5: 15) after the first lunch relief is provided by the Commission, due to working overtime, shall be allowed additional lunch relief or meal allowance at five hour (5:00) intervals.

This does not apply when the Operator is held for one trip due to relief not showing.

- (c) Operators assigned as Report men or called at home or on Commission property for regular assignments within thirty (30) minutes of the starting time, shall be allowed a meal allowance on the basis specified in subsections (d) and (e) of this Article.
- (d) Employees shall sign a receipt when receiving any meal allowance.
- (e) Transportation Meals:

A.M.	<b>\$ 5.00</b>
P.M.	<b>\$ 5.00</b>

30. **UNIFORMS:**

(a) Initial issue will include:-

- 3 in 1 Jacket
- One (1) Tunic
- Three (3) pairs of Trousers/Skirts
- Five (5) Shirts/**Golf Shirts**
- Three (3) Ties**
- Four (4) pair of Socks**
- One (1) Winter Hat upon request**

Note: Each pair of trousers/skirts may be substituted with One (1) pair of Commission-issued shorts and **knee** socks.

Thereafter at twenty-four (24) **month** intervals from anniversary date of the completion of initial training:

- Three (3) pairs of Trousers/Skirts
- Four (4) **Shirts/Golf shirts**
- Two (2) Ties
- Four (4) **pairs** of Socks
- One (1) Winter Hat upon request**

**At twenty four month (24) intervals, choice of one (1) springjacket, tunic, parka or 3 in 1 jacket, To be ordered no later than April 1st annually.**

Uniforms shall include one (1) Commission-issued **Sweater**, if desired.

**The shoes shall be capable of being polished, black, and are to be worn when on duty. Athletic and deck shoes are unacceptable.**

Socks **shall be** black, **blue** or grey in colour.

A **copy** of the employee uniform requisition shall be provided to the Union.

Transportation Shoe Allowance

	<u>2007</u>	<u>2008</u>	<u>2009</u>
<b>Annual Maximum</b>	<b>\$70</b>	<b>\$100</b>	<b>\$120</b>

**Reimbursement for shoes shall be given to an employee upon submission of an original retailer receipt.**

(b) If an employee terminates service within **six (6)** months after a portion or **total** issue of uniform has been received, he shall be assessed the total cost of the issue. If service is terminated within the year, he shall be assessed half the cost.

Exception: No assessment will be made to retiring employees.

31. **WEARING OF UNIFORMS:**

- (a) Operators reporting for **duty** shall be required to wear only uniform clothing issued by the Commission.
- (b) **At** any time when a tunic **is** worn, it is compulsory to wear a tie. The top button of the shirt **will be** fastened and ties will be properly drawn.
- (c) Commission issued shorts and knee **socks, may** be worn from May 1st, until October 15th. **During** this period, if the tunic is worn, it is compulsory to wear trousers.
- (d) Employees are required to wear the most recent coat, jacket or parka issue when on duty,

33. **RESTRICTED LICENSES:**

- (a) All employees **in** possession of a valid **Class "B"** or **"C"** license, upon ratification of this Agreement shall **be** required to hold and **maintain** such license during the course of their employment with the Commission. All new hirees shall **be** required **to** hold and maintain a valid **"BZ"** license. Renewal of licenses will be done **by** our trained Driving Instructor upon request, scheduled by the Safety and Training instructor and on the employee's own time. Employees will continue to **pay** for and process their license and any required documentation **with** the Ministry of Transportation.

Exception: Maintenance **employees** may be exempted from **this** requirement should they be unable to hold a **Class "B"** or **"C"** license for medical reasons.

**Any** Maintenance employee who requests to have their license downgraded to a **'D'** Classification will be required to do so in writing to the **Manager of Maintenance**. Further, should these employees request or require the reinstatement of a **'C'** Classification license other than **as** the result of a layoff from Maintenance to the Transportation Department, it would be **done** at their sole **expense**.

- (b) **An** employee shall be granted one (1) Leave of Absence **of** up to twelve (12) **months** without benefits for suspension of a classified driver's license. This privilege shall apply once every four (4) years.
- (c) **Any** employee who loses his **Class "BZ"** or **"CZ"** license or has his **Class "BZ"** or **"CZ"** license downgraded, for other than medical reasons, **shall** be allowed one (1) Leave of Absence of up to **twenty four (24) months**. **Employees** will be allowed this leave **or** any **part** of it **once**.

35. **BAIL BOND:**

An employee involved in **an** accident while engaged in the performance of **assigned** duties with the Commission, shall **be** furnished with Bail Bond by the Commission when such is required. Such an employee shall also have the legal assistance of the Commission in **any legal** proceedings jointly against **the** employee and the Commission,



36. **COURT APPEARANCE:**

- (a) Employees who lose time by reason of being required in a case in which the Commission is involved, to attend Court or Coroner's Inquest, or to appear as a **witness**, shall be paid **for** time so lost. If no time is lost, they shall be paid for actual time held, with a minimum of two (2) hours at **the** regular rate. The necessary actual expenses when **away** from Home Terminal **shall** be allowed on production of receipts. **Any** fees or mileage accruing shall be assigned to the Commission.
- (b) If any employee is charged under **The Highway Traffic Act**, City By-laws or Criminal Code, and found guilty, **they** shall not be paid.
- (c) **Jury Duty** - The cheque received by the employee from **the** Court for jury **duty** or for acting as a subpoenaed witness shall be endorsed **by** the employee and **given** to the Commission. The employee's normal **wages** including any shift premium shall be paid for **jury** duty or as a subpoenaed witness. If the Court cheque which is given to the Commission includes **expenses**, the Commission will reimburse **the** employee for the said amount.

37. **COPIES OF AGREEMENT TO ALL EMPLOYEES:**

The Commission shall provide one hundred and fifty (150) pocket size copies of this Agreement that are of a fair **size** print that makes **them** easy to read.

The Commission shall also **supply** twenty-five (25) full size **copies** and **one** copy OR a computer disc (cd-rom) to the Union Executive.

38. **LEAVE OF ABSENCE:**

- (a) Reasonable Leave of Absence may be granted **an** employee, **without** remuneration, **and** notice in writing of such Leave of Absence shall be given the Union forthwith. **An employee** engaged in **any** occupation for gain, during Leave of Absence shall forfeit standing on the **seniority** list, unless permission for engaging in such occupation for **gain** has been given to the employee on a **basis** mutually **agreeable** to the **employee, the** Union and Management.
- (b) **An** employee who at any time is delegated to represent the Union at a Conference, Convention, Course or other Union business, or any employee of the Commission who at any time is appointed to act on any **Committee** of the Union, **shall** be **granted** reasonable time off from duties without pay and Without loss of seniority, in order to fulfil the mission, provided that a **written** request for **leave** is made **ten** (10) days in advance for Union Conferences, Conventions or Courses and at least forty-eight (48) hours in **advance** of any leave for all **other** Union business. In the event the forty-eight (**48**) hours notice is not given, the Union shall reimburse the Commission for **all** overtime incurred, due to the granting of such leave. The request **for** Leave of Absence by such employee shall **be** given preference over requests from other employees for **Leave** of Absence.

- (c) It is understood that Leave of Absence shall not **be** granted for a period exceeding three (3) months, except in the case of sickness or other extenuating circumstances,
- (d) During a Leave of Absence, because of illness or loss of license, an employee shall **keep** the Commission advised as to their whereabouts, and in case of illness or **injury**, the name and address of the attending physician, and shall submit to examination by the Commission's doctor at such **time** and **as** often **as** the Commission desires, **as long as** they are absent on account of illness or injury. **During** such absence they shall report or cause to be reported to the Commission, the state of his condition once a **week**, unless such absence is a predetermined period.
- (e) **An** employee taking a Leave of Absence to perform service in the Canadian Armed Forces shall be subject to reinstatement under the provisions of the Employment Standards Act. Employees shall also be granted Leave of Absence to enrol in a full-time Civil Defence organization.
- (f) Upon receipt of reasonable notice, the Commission shall grant Leave of Absence without pay or benefits and without loss of **seniority** to one (1) **only** employee who is elected or selected for a full-time position with the Amalgamated Transit Union for a period of not more than one (1) **term**, **which shall** not be greater **than** three (3) years. Such leave may be renewed on **request** at the discretion of the Commission. Should the employee hold any Executive position with Local No. 846, ATU, at the time of his election or selection to the Amalgamated Transit Union, he shall relinquish such position during his tenure with **the** Amalgamated Transit Union. The employee shall be entitled to return to his former position at the expiration of the period in accordance with **his** ability and seniority.

**The Commission and the Union shall discuss annually the status of any employee on leave to work with the Amalgamated Transit Union. When the term of three (3) years expires the Commission and the Union shall discuss an extension ~~for~~ the employee.**

39. **BEREAVEMENT LEAVE:**

- (a) The Commission shall grant, **upon** request, up to five (5) days Leave of Absence, with pay, to employees to **arrange** and attend the funeral of an immediate family member -- wife, husband, child, stepchildren, mother and father.

The Commission shall grant, upon request, up to three (3) days Leave of Absence, with pay, to employees to **arrange** and attend the funeral of -- sister, brother, mother-in-law, father-in-law, **stepmother, stepfather**, and grandchildren.

- (b) Bereavement Leave of one (1) day with **pay** shall be granted to attend the funeral of sister-in-law, brother-in-law, grandmother, grandfather, niece and nephew. One (1) day shall be granted to attend the funeral of spouse's grandmother, grandfather, niece and nephew.
- (c) Cost to the Commission for Bereavement Leave shall be the actual time lost by an employee during Bereavement Leave,

(d) Special circumstances may after requests for Bereavement Leave.

40. **MEDICAL EXAMINATION:**

(a) Employees, when **compelled** to report to a doctor for physical examination on a bi-yearly (ICC regulations) or to renew a "B" or "C" License in the third year (MTO regulations), and is examined while off duty, shall be paid two (2) hours **at** the regular rate, providing the following conditions apply:-

**An** employee shall be examined **by** either his own personal physician or by one of two (2) physicians to be appointed by the Commission.

If **an** employee **elects** to use his own physician a copy of the medical form is to be submitted to the Commission.

The Commission **will** reimburse the cost of **all licensing medicals and all medical waivers to a maximum of \$150.**

Providing **this** procedure **is** followed, ail additional costs shall **be** paid **by** the Commission. **Where** an employee **is** certified fit to **return** to work by his physician and the Commission requests that the employee be examined by the Commission's doctor but his return to work is delayed by the unavailability **of** the Commission doctor the employee shall suffer no loss of **pay**.

It **is** the responsibility of employees to **have** a valid Driver's License to operate a bus.

(b) Should the Commission **require** a medical other **than** for the driver's Class "C" or "B" License, then the cost of the examination **will** be borne by the Commission, An employee failing to **pass** a medical examination, may **be** disqualified **from** further service by the Commission doctor.

(c) **If**, on re-examination **by** a competent medical authority of his own choice, and having prior to examination advised his doctor of choice that he has been declared unfit for service by the Commission doctor, **an** employee is deemed fit **to** resume **duties**, may appeal **the** decision of the Commission doctor, the appeal to be made in writing with written proof of the employee's fitness. Cost of re-examination shall be paid by the employee.

(d) The evidence shall be **submitted** to the Commission doctor and **if** the doctor so advises, a consultant doctor or specialist shall be called in. The decision of such consultation shall be binding to both parties.

(e) Cost of the consultant specialists shall be paid by the employee or their representative, if they are deemed medically unfit to return to **work**. If they are considered **as** medically fit to return to **work**, the cost of the consultant shall be paid by the Commission.

- (f) If, for any reason, an employee **is** proven unfit to perform his normal **duties**, every effort shall be made by the Commission to place **them** in suitable employment before release.
- (g) The cost of medical forms required to be completed to establish **or** maintain entitlement to **Workplace Safety & Insurance Board (WSIB)** benefits or **Insurance** benefits for each separate claim, **shall** be borne **by the** employee on first attendance at his physical and thereafter **by** the Commission at no **less** than twenty-one (21) day intervals provided that the employee is able to verify that he has assumed **the** costs associated with **the** first attendance.

41. **HEALTH AND WELFARE:**

Employees not currently enrolled in **OMERS** Pension Plan will **have** the option to enrol so long as he continues to sign a signed assignment without guarantee,

The Employer agrees to **pay** premiums on a group **insurance** plan which provides Life Insurance, Accidental Death and Dismemberment Benefits, Long Term Disability Benefits, Extended Health Care Benefits, Dental Insurance, **Major Dental, and dependant orthodontic coverage.**

**Group benefits shall commence three (3) months after hire date for all new employees.**

The Employer agrees to **paying** 100% of the billed premiums for the **plan.**

It is understood that in the event of a change of carrier by the Commission **during** the **life** of the Agreement, there shall be no reduction in benefit levels provided hereunder.

Generic Drugs: The Commission will implement a drug card program **on** or before July 1, 1997. **After** the \$25.00 deductible, 100% will be **paid** for generic drugs or non-generic (name-brand) drugs when a generic drug is not **available**, or if the prescribing doctor specifies a non-generic (name brand) drug and "no substitutions." If both are available and **the** employee elects the non-generic (name brand) **drug**, then a 10% co-payment **will** be paid by the **employee.** **The Drug Plan** will cover prescription drugs only, excluding prescribed "**over**the counter" medication. **The Commission shall establish a ten-dollar (\$10) dispensing fee cap on ail prescriptions.**

Life Insurance - \$ 40,000 - January 1, 2003

Weekly Indemnity - **80%** to a maximum of 40 hours per week  
 1st day accident  
 1st day hospital  
**3rd day sickness (2007) 2nd day sickness (2009)**  
 26 weeks

Hospital - Semi-Private Coverage

Medical and Surgical Service - OHIP

Dental Plan- Current ODA Schedule as **supplied by** Carrier  
Dental visits for adults to be scheduled **at** nine (9) month intervals.

**Major dental will be 80% coverage with a \$2,000/year maximum. Dependant coverage for orthodontics will be eighteen (18) years of age or under. 50% co-insure up to a maximum of \$1500 lifetime maximum.**

Long Term Disability - \$2,000/month  
**All** employees currently receiving this benefit shall receive the increase retroactive to **January 1, 2004.**

Hearing Aids \$1,000 **maximum** every two (2) years

Visioncare- \$ 300.00 per family member in any 2 years. **The Commission shall pay the cost of all eye exams up to a maximum of \$100 once every two (2) years for employees only.**

Note: This benefit is provided in lieu **of** E.I rebate for hereafter.

**Paramedical Coverage \$40 per visit with a maximum of \$1500 per year.**

Ontario Municipal Employees' Retirement System -  
50% **paid** by employer  
50% paid by employee

#### 41A. **EARLY RETIREMENT:**

- (a) Employees whose age and **length** of service total ninety (90) may **apply** for early retirement in accordance **with** the provisions of the Ontario **Municipal Employees Retirement System**. Such employees shall continue to receive **the** following benefits: O.H.I.P., Major Medical, Drugs, Life **Insurance, Visioncare, Dental and** Dependant's coverage to **age sixty-five (65)**.
- (b) Employees who **have** accumulated twenty-five (**25**) years service and a **minimum** retirement **age** of **fifty-five (55)** and elect early retirement, but have not obtained the OMERS factor, shall **be** eligible for the benefits identified in (a) above until the age of sixty-five (**65**).

#### 42. **FREE TRANSPORTATION:**

- (a) **The** Commission agrees to issue a **non transferable pass** to **each** employee **as soon** as they become **employed** by the Commission. Passes to be returned to the Commission **if** employment is terminated before retirement.
- (b) Passes *to* remain valid after retirement. **Passes are transferable to a dependant spouse following the death of the retired member.**
- (c) Eligible **Family** Dependents will receive a 50% reduction on the purchase of Transit Bus Passes **only**. The employee will **verify** dependent status with the Transit Commission.

43. **PARKING:**

Sufficient parking is to be provided for employees' automobiles at the Commission's Operations and Downtown Terminal facilities.

44. **HEATING OF BUSES:**

The coaches operated by the Commission shall be **equipped** with sufficient heaters and defrosting equipment to maintain comfortable temperature **and** safe **driving** conditions during cold weather.

45. **PAY-DAY FOR INJURY:**

- (a) An employee who is injured while in the course of his employment or work and who is unable to continue because of such injury, shall be **paid** straight time for the balance of the shift. Such injury must be recorded on forms **provided** by **WSIB**.
- (b) When **an** employee has **received approval** from the **WSIB** for **an** injury claim, or an approved short-term disability claim, they may make arrangements **with** the Commission for **a** weekly advance, pending payment from the Board.
- (c) Should *it* become necessary to go to a physician due to **a** reported injury at a later date, the employee must notify the employer when making **the** appointment or immediately after.

46. **STATUTORY HOLIDAYS:**

- (a) Holiday **pay of** assigned hours including report time shall **be paid to** employees for each Statutory **Holiday** listed herein. Spareboard Operators shall receive eight (**8**) hours pay. Employees on **an** off-day shall receive eight (8) hours **pay** at the employee's regular rate.
- (b) Employees required to work on a Statutory Holiday shall be paid at the rate of time and one-half (1-1/2) **for** ail time worked in addition to **the** Statutory Holiday.
- (c) The Commission recognizes the following **nine** (9) Statutory Holidays:-

New Year's Day	Labour Day
Good Friday	<b>Thanksgiving</b> Day
Victoria <b>Day</b>	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

When Heritage **Day** is officially declared a Federal Holiday, it shall be recognized **as** a Statutory Holiday by the Commission.

In 1998 and thereafter for the **life** of the Agreement, employees will receive three (3) floater days. This shall **be** granted, Monday to Friday, and should the selected day fall on an employee's off-day, or during his vacation period, eight (8) hours shall be paid in lieu **at** the employee's regular rate,

All employees shall qualify for up to three (3) additional floater days based on perfect performance in the prior year as follows:

First day of November through the last day of February inclusive = One (1) additional floater day.

First day of March through the last day of June inclusive = One (1) additional floater day.

First day of July through the last day of October inclusive = One (1) additional floater day.

**PERFECT PERFORMANCE :**

**Qualifies:**

Floater days

Approved Union leave

Jury Duty

Approved leave of absence

Bereavement

**Disqualifies:**

Sickness

WSIB

Absence without **prior** approved leave

Late

Discipline resulting in lost time - upheld.

In the Transportation Department, Floater Relief positions may be created for the purpose of replacing Operators on Floater and Lieu days. Guarantee will apply. The position will have Saturday, **Sunday** as off-days. Overtime will be paid after forty-four (44) hours worked in one week. **The** Operator signed to work will be assigned to **Spareboard** when a vacancy **exists**,

- (d) Such holiday **pay** shall not be granted to **an** employee who did not **work** on **the** holiday, unless the employee works upon **his** last scheduled working day preceding such holiday **and** also upon his first scheduled working **day** succeeding **such** holiday, except under special circumstances authorized by the Supervisor. Special consideration shall be given to employees who, after extended illness, return to work immediately **after** the holiday or are absent **because** of **extended** illness immediately succeeding the holiday.
- (e) If a Statutory Holiday occurs **during an employee's** vacation, **with** the exception of **prime** vacation time, he shall **be allowed a** choice of an additional day's pay or an additional day **off** with pay.

The employee shall **make** his choice known during the vacation Sign-up, otherwise he shall receive **an** additional eight (8) hours pay for the day.

If a Statutory Holiday falls on an employee's day **off**, **he** shall be given the choice of an **extra** day's pay or **an extra day** off with pay.

**Spareboard** Operators off-days may be changed to compensate for the granting of a day.

47. **VACATIONS:**

Vacation Schedule for employees:

4% vacation pay for the first year of hire and will be considered to be on current vacation.

2 weeks in the 1st **and** 2nd year that their anniversary **falls**.

3 weeks in the year that the 3rd anniversary falls.

4 **weeks** in the year that the 10th anniversary **falls**.

5 weeks in the year that the 16th anniversary falls.

6 **weeks** in the **year** that the 23rd anniversary falls.

The Commission shall allow one (1) additional day's vacation per **year** over twenty-eight (**28**) years combined service, **up** to a maximum **of five (5) days**.

- (a) Operators' vacations shall be scheduled from the **date** of employment.
- (b) **A** vacation selection Sign-up sheet shall be posted the second (2nd) Monday of November for the selection of holidays for the coming year. Signing **of** vacation selections shall commence on the third (3rd) Monday of November.
- (c) Specific dates shall be assigned to Operators for signing **according** to seniority, with nine (9) Operators signing per day, Monday to Friday. The first (**1st**) **Operator** listed on **a** specific date shall be allowed from 6:00 a.m. to 8:00 a.m. - the second (2nd) from 8:00 a.m. to 10:00 a.m. - third (3rd) from 10:00 a.m. **to** 12:00 p.m. - fourth (~~4th~~) from 12:00 p.m. to 2:00 p.m. - ~~fifth~~ (5th) from 2:00 p.m. to 4:00 p.m. - sixth (6th) from 4:00 p.m. to 6:00 p.m. - **seventh** (7th) from 6:00 p.m. to 8:00 p.m. - eighth (~~8th~~) from 8:00 p.m. to 10:00 p.m. - ninth (**9th**) from 10:00 p.m. to 6:00 a.m. to **a** maximum of nine (9) Operators per day.

Vacation selections may be given verbally **by** telephone to an **Officer** of **the** Commission up to and during an Operator's assigned time for signing vacation selections. When vacation selections are given verbally, a written confirmation of the Operator's selection shall be provided to the Commission no later than the working day following the day the Operator **was** assigned to sign.

**A** duplicate **Sign-up** posted at the Downtown Terminal shall be updated **at least** once daily.

- (d) Vacations **shall** be selected over the entire year. The number to **be** on vacation at one time **is** to be posted by the **Commission** in accordance **with** the working requirements. Preference is to be given during prime vacation time.
- (e) Operators' vacations shall commence on Sunday throughout the year.



- (f) Minimum holidays to be taken at one time - one (1) **week**. Vacation pay shall be calculated on **the** current hourly rate on **the** following schedule.

Operators - Forty-Two and **One Half** (42-1/2) Hours

Operators without guarantee - Value of signed assignment at the time vacation is taken, plus two and one-half (2-1/2) hours **per** week of entitlement to a maximum of 42-1/2 hours.

Remainder of **Employees - Forty (40) Hours**.

- (g) Operators can sign for their total **vacation** period according to seniority, providing the following conditions are **adhered** to:-

Vacation period may be divided into **parts**. Employees with four (4) weeks **and** less shall sign for not more than **two (2) weeks** vacation **during** the summer vacation period. Employees **with** five (5) **weeks** may **select up** to three (3) weeks during the summer. Employees with **six (6)** weeks may select four (4) weeks in the summer. The **weeks** must **be** signed consecutively, providing consecutive weeks are available - otherwise, two (2) **separate weeks may** be signed.

For the purpose of this section, the **parties** agree to determine annually, by the **first** week of September for the **following** year's prime time vacation **period**, in conjunction with Article 47(c).

- (h) Operators who do not wish to sign for their total amount of weeks, when it comes their turn to sign, must wait for the remaining Operators to sign before making a further **selection** - selection to **be** made according to seniority.
- (i) Written application can **be** made for the total amount of **weeks** earned during the summer vacation period, **as** per 47(g) once **every** three (3) **years** under special circumstances. The **application must** be forwarded before November 1st of **the** preceding year. The application shall be forwarded through the Union Executive and **must** outline the reason for **the** request.
- (j) Employees terminating **their** service with the Commission shall receive **vacation pay** at the rate of 2% of **gross** earnings **per** week of vacation entitlement in proportion **to** **the** amount of money earned in **that year**, and the percentage allowed according to vacation qualifications. For **example**, if **qualified** for two (2) weeks - 4%, three (3) weeks - 6%, four (4) **weeks** - 8%, **five (5) weeks** - 10%, **six (6) weeks** - 12%. An employee leaving the service of **the** Commission before qualifying for vacation, shall receive vacation **pay** according to **the** Employment Standards Act.
- (l) All employees must take vacation, **floater days, performance days, and lieu days**. **Employees are not permitted to work on any of the above listed days**.

- (m) Should **an** employee who **has** exchanged **a** vacation time with any other employee in the bargaining unit fail to perform the work in question, the Commission shall **be** reimbursed by the Union for **any** premium payment made to have the work in question completed.
- (n) Vacation Exchanges - Once the vacation **sign-up has** been completed, vacation **exchanges** between Operators **may be made** provided **that the** Commission **is** advised by the Union representative of any exchange of vacation. The Operator originally signed up to perform the work in question is responsible to ensure the completion of **the** assignment during **his** absence and there shall be no grievances filed by **the** Union, by **an** Operator of any kind **as a** result of exchange of vacations or by **any** other **employee** in the bargaining unit. If the Vacation Relief assignments have been signed **prior** to the exchange and a conflict of assignment arises out of the exchange, the Vacation Relief Operator **will** retain the assignment for which he originally signed **and the** Operator making the exchange will work the Spareboard for the **period** of the exchange. **Off-days** for the displaced Operator working the Spareboard shall be as close as **is** practical to the off-days **he** would have observed **had** he not been displaced.
- (o) (i) Should an employee's regularly scheduled vacation occur during a period of illness he shall receive vacation **pay in lieu** of vacation upon his return to work.
- (ii) Should an employee become ill during a regularly scheduled vacation period, **he** shall be deemed to be on vacation to **the** exhaustion of **the** vacation pay for that vacation period and shall **then** be eligible to receive Weekly Indemnity benefits thereafter in accordance with Article 41 for the remainder **of** said illness,

#### 48. **PART-TIME SUPERVISORS:**

Part-time Supervisors shall inspect or drive for a full day only, except in the case of emergency or extenuating circumstances - no other Operators **available**.

Any member of Local 846 appointed to **the** position **of** Part-Time Supervisor shall **be** limited to filling this position for up to a **maximum** of **sixty (60)** months, **unless the Commission and the Union agree to extend the term by an additional sixty (60) months**.

**Operators filling the position of Part-Time Supervisor and completing their term may re-apply for future positions,**

**The President/Business Agent shall have input in the selection of any Operator appointed to all positions of Part-Time Supervisor.**

The Commission may appoint **up** to three **(3)** Operators for **the purpose** of Part-Time Supervisor.

## MAINTENANCE SECTION

### 49. HOURS OF SERVICE AND MEAL PERIOD:

- (a) Except as otherwise provided in **paragraph (c)** below, eight **(8)** consecutive hours exclusive of meal period shall constitute a day's **work**. The **work week** shall be **five (5)** consecutive days **at eight (8)** hours per day.
- (b) **Except** as otherwise provided, the meal period shall be thirty **(30)** minutes or one **(1)** hour, as mutually agreed to, to be assigned between the end **of** the fourth hour **and the** beginning of the **sixth** hour.
- (c) Employees working eight **(8)** hours continuous shifts shall **be** allowed twenty **(20)** minutes for lunch without deduction in **pay**, the meal period to **be** assigned between the end of the fourth hour **and** the beginning of the **sixth** hour.
- (d) Employees required to work during the meal period shall receive **pay** at the rate of one and one-half (1-1/2) times the regular rate on the minute basis, but shall be relieved the necessary time (without **pay**) in order to procure a meal.

This does not **apply** when employees are allowed the twenty (20) minutes for lunch without deduction thereof.

- (e) **Regular** assignments shall have a fixed **starting** time and the regular starting time shall not be changed without at least twenty-four (24) hours notice to employees affected.
- (f) The starting time of Maintenance employees shall be the same on all days of the week, except in the case where change is **necessary** to cover a shift where a vacancy is caused by off-days. It shall **be** mutually agreed on which jobs the change in shifts shall take **place**.
- (g)
  - (i) In cases where an employee **is** asked to do an additional assignment which is continuous **with**, before or after his regularly assigned duties, without twenty-four **(24)** hours advance notice, **pay** for such additional **work** shall be paid as provided for in Article 50(a) of this Agreement with his regularly assigned duties being paid at the employee's regular rate.
  - (ii) In case **the** regular starting time of an employee is changed without twenty-four (24) hours advance notice, the employee shall be paid at one **and** one-half (1-1/2) times the regular rate for the first shift.
- (h) No Maintenance employee shall forfeit any time due to change of shift.
- (i) Maintenance employees with thirty (30) minutes or one (1) hour lunch **period** shall have two **(2)** ten (10) minute rest **periods per shift**. Maintenance **employees with twenty (20)** minutes paid lunch shall have **one (1) ten (10)** minute rest **period per shift**. All employees shall be **given** ten (10) minutes wash-up time, previous to **the** completion of **the** shift.

- (j) Staffing of the Maintenance Department on **Sundays** shall consist of not less ~~than~~ **two (2) employees**, and on Statutory Holidays shall consist of one (1) employee.

Exception: **During** prime vacation time for vacation purposes only.

- (k) The complement of the Maintenance Department during the period of this Agreement shall be maintained **at** eighteen (18) employees on the Departmental seniority list.
- (l) **Temporary Vacancies:** Positions or vacancies of thirty (30) days or less duration shall be considered temporary and may be **filled** without bulletin. The senior qualified employee **is** to be given preference.
- (m) Employees returning **after** Leave of Absence shall **return** to their former positions, or within three (3) days, exercise their rights to any position bulletined during such absence, if their **ability** is sufficient. Employees displaced by their return will exercise their seniority in the same manner.

50. **OVERTIME FOR EMERGENCY CALLS:**

- (a) Time worked by employees in addition to regular assignments continuous with, before or after the regular assigned hours on duty, shall be considered as overtime and shall be paid for on the actual minute basis at one and one-half (1-1/2) times ~~the~~ regular rate, provided, however, that double time shall be paid for time on duty in excess of twelve (12) hours within a twenty-four (24) hour period.
- (b) **Employees** notified or called to work not ~~in~~ continuous service shall be paid at one and one-half (1-1/2) times the regular rate ~~with~~ a minimum ~~of~~ two (2) hours. Employees shall not ~~be~~ required to lay off during regular assigned hours in **order** to absorb overtime. Overtime opportunity shall, ~~as far~~ as practicable, be equalized among employees in each classification, **excluding mandatory overtime**, with such opportunity **given** first to the employee with the lowest overtime hours calculated ~~from~~ the beginning of the year. Overtime offered to each employee shall be recorded and available **for** inspection by the Union representative. Where an employee declines an overtime opportunity it shall be recorded **and** considered **as** time worked for purposes of **this** clause.
- (c) Employees **called** to report in emergency shall be **paid from** the time called **at** one and one-half (1-1/2) times the regular rate, with a **minimum** of two (2) hours for the **emergency**. If the employee is held for other **work**, beyond the time required to complete **the** emergency, or in emergency beyond the two (2) hours, **he** shall be paid on a minute basis at the rate of one and one-half (1-1/2) times the regular rate for the remainder of the time held.
- (d) Employees sent out ~~on~~ road calls to service vehicles other ~~than~~ those **owned** by the Commission, shall be **paid at** overtime rates until **return to the garage**,

- (e) All overtime shall have prior authorization from the **Manager** of Maintenance or his designate.
- (f) Should overtime be required due to scheduled **work**, employees will **be** provided with a **minimum** of twenty-four (**24**) hours notice.

51. **PRESERVATION OF RATES:**

When an employee **is** required **to** perform the duties of another employee receiving the higher rate of pay, he shall receive the higher rate, but if required to fill temporarily the place of another employee receiving the lower **rate** of **pay**, the rate will not be changed.

52. **MEAL ALLOWANCE:**

A **meal** allowance of \$5.00 shall be provided for employees engaged in overtime work, when the employee concerned **has** not received sufficient notice **prior** to taking such overtime work. This ruling to apply **when** an employee has not had sufficient time to provide himself with lunch or to obtain a **meal**, and provided **that** all such overtime work **is** in excess **of** two (2) hours actual time.

53. **TOOLS:**

Special tools and equipment on ail St. **Catharines** Transit Commission **vehicles** shall be supplied by the Commission, **and** maintained **in** a **safe** operating condition. Flashlights and **batteries** shall be furnished to all employees whose work requires such **equipment**.

54. **TOOL REPLACEMENT:**

- (a) Maintenance employees breaking, **wearing** out or losing tools on the job may have them replaced **upon** request.
- (b) Maintenance employees purchasing **metric** tools for use on transit property shall be reimbursed 50% of the cost if **pre-approved** **by** the Commission. The employee **making** *the* claim must submit a bill showing proof of purchase and must **have** **the** tools recorded **by** the Maintenance Supervisor.

55. **PROTECTIVE: CLOTHING:**

- (a) Maintenance employees, upon receiving permission from management, shall **be** allowed to purchase standard safety lens glasses, **the** cost of which is **to** be determined by the optometrist **designated** **by** the Commission. Other employees purchasing safety lenses shall be allowed **a** **rebate** of the difference between the cost of standard and safety **glass**. Where applicable, **safety** goggles will **be** provided.

- (b) Protective solution for hands shall be **supplied**.
- (c) Coveralls, smocks **and** cleaning of same shall **be** supplied to Maintenance employees. Gloves, rubber *boots*, **rain** hats and rain coats shall be issued to Maintenance employees who require them upon request. **Coveralls shall** be stored in a **facility along** with the rain gear. Adequate number **of** cloth wipes shall be in the Maintenance Department for use by Maintenance employees at all times.

**A** choice of a winter **parka**, a 3 **in** I, or a **spring** jacket **shall** be supplied at two (2) year intervals.

To be ordered no later **than** April 1st, **annually**.

- (d) **Sufficient** rubber boots, rain hats and rain coats **shall be** made **available** to other staff members.
- (e) Maintenance employees **shall** be reimbursed for the **purchase** of safety shoes **or boots**:

Payable in: **2007, 2008, and 2009**  
**\$125 Annual Maximum**

**Reimbursement for shoes shall be given to the employee upon submission of an original retailer receipt.**

**56. OFF-DAYS FOR MAINTENANCE EMPLOYEES:**

Employees shall be assigned two (2) off-days in each seven (7) day period. **The** off-days shall be consecutive and preference shall be given to Saturday-Sunday, then Friday-Saturday and then Sunday-Monday. The **only** change **from** this procedure shall be on vacation relief employees.

**57. LEADHAND:**

All Maintenance employees promoted to the position of Lead **Hand** shall receive thirty (30) cents per hour in addition to their regular classified rate of **pay**.

**58. CHARGE HAND:**

All Maintenance employees promoted to the position of **Charge** Hand shall receive **fifty (50)** cents per hour in addition to their regular classified rate of **pay**,

**59. TIRE MAINTENANCE:**

Certified Tire Servicepersons required to **work** on tires shall **receive seventy-five (75)** cents above the normal Serviceperson's rate.

60. **MAJOR ELECTRICAL APPOINTMENT:**

A Mechanic qualified to do major electrical repairs shall be appointed to the position. In recognition of the position, the Mechanic shall receive forty-five cents (45¢) per hour above the normal Mechanic's rate.

61. **STATUTORY HOLIDAY SIGN-UP:**

- (a) A Sign-up shall be posted at least three (3) weeks in advance to determine the Maintenance employee working on Statutory Holidays.
- (b) All employees are subject to call, should they be required.
- (c) The Employees that work on a Statutory Holiday shall then revert to the bottom of the seniority list for the coming Statutory Holiday.
- (d) The Employee at the top of the list (excluding off-day or vacation) will be required to work the holiday.

**An employee may have another Employee work on the holiday for him/her, but is responsible to cover the shift and give notice of the Employee working the holiday to the Manager of Maintenance, five (5) working days prior to the holiday.**

- (e) When a Statutory Holiday falls on a Friday or a Monday, the off-day employees shall be given choice of accepting an extra day's pay or having a day off, at an earlier or later date.

Whenever possible, the extra day shall coincide with the off-days preceding or following the Statutory Holiday.

If this is not possible, then the off-day shall be scheduled with the nearest off-days, to allow the person concerned a long week-end.

Preference of off-day shall be given on a rotating basis.

- (f) Choice of selection of assignment shall be given according to the regular seniority list.
- (g) New and transferring employees will go to the top of the list when finished their probation.
- (h) Time worked on a statutory holiday shall not be recorded against the employee on the voluntary overtime sheet.

62. **VACATION AND GENERAL SIGN-UP:**

- Maintenance Employees

- (a) **The number of employees on vacation in the Mechanics and Bodyperson sign-up shall have two (2) vacation spots per week for the entire sign-up. Service persons shall be limited to one (1) signing spot outside of prime time. Prime time is determined to be the ten weeks prior to Labour Day.** The minimum vacation to be taken at one time is one (1) week. To a **maximum** of three (3) weeks during prime time vacation. Maintenance employees shall begin vacation after **regular** off-days.
- (b) Three (3) Vacation Sign-ups for the following employee classifications shall be posted in the Maintenance Department on the first (1st) Monday **in January** of each year.
- 1 -Mechanic
  - 2 - Bodyperson
  - 3 - Serviceperson "B"

Each Sign-up shall be for signing of vacations commencing the first **week** of January in the current year. **Signing** shall begin for all vacation Sign-ups on the second (2nd) Monday in January. **One** (1) days, excluding Saturdays, Sundays and Statutory Holidays, shall be assigned to the employees whose names **appear** on each **Sign-up** for signing according to seniority. Following the Vacation **Sign-up**, a **Floater** and Performance Days **Sign-up** will be posted from the remaining available time.

For each request for vacation occurring prior to February 1st, **a notice will** be posted for a period of three (3) days to determine objections, if **any**, from a **senior** eligible Maintenance employee. Should a senior employee object to a specifically requested vacation period occurring **prior** to February 1st, seniority shall prevail. Where no objection **arises**, the employee's specific request shall be allowed. Requests having less than the above notice **shall** be granted by mutual agreement only.

All Maintenance employees on **staff** as of February 1st **each** year, shall have signed for all vacations by that date.

- (c) Should **an** employee fail to sign in the allotted time his name shall be by-passed and his selection shall be made from the remaining dates open, when they report to sign.
- (d) Employees working vacation, **floater**, and **sick** reliefs **must** receive **eighty (80) hours pay** and four (4) off-days in a bi-weekly **pay** period.

If a Statutory Holiday occurs within a vacation **period** during the summer months, the employee shall return to work on **the** scheduled working day after **the** vacation **period**. The employee shall be given one (1) extra day's pay, or a day off **prior** to **the** vacation, subject to approval. The employee may select a **day** at a later date in the year, but **must** **make** the **selection** known before going on vacation.



Vacation and **Sick Relief** employees will be eligible to work overtime on the off day of the **employee** they **are** replacing.

- (e) For the remaining months in the year, one (1) assignment shall **be posted** to cover vacation or sick **periods**.

If a Statutory Holiday occurs during a vacation period, the employee shall be given a choice of one (1) extra day's vacation or **one** (1) extra **day's** pay. The employee must **make** the choice known before going on vacation.

- (f) Wages including shift premium, shall be **paid to employees** for statutory holidays, floater day and vacation in cases where **the** employee receives **shift** premium while engaged in his normal duties.

- (g) Effective dates of **General Sign-ups** in the Maintenance Department shall be:

1. First (1st) **Sunday** of January.
2. First (1st) Sunday of **April**.
3. Sunday prior to Labour Day.

Five (5) general **sign-ups** for the following employee classifications shall be posted on the first (1st) Monday of the month prior **to** the **month** in which the Sign-up commences according to the above schedule.

- 1 -Mechanics
- 2 - Bodypersons
- 3 - Serviceperson "**B**"

Signing **shall** begin for all General **sign-ups** on **the** Monday following **posting**. **One** (1) day, excluding Saturdays, **Sundays** and Statutory Holidays, shall **be** assigned to the employees whose names appear on each Sign-up **for** signing according to seniority. **All** employees shall have signed by the fourth (~~4th~~) Monday of the month prior to the month in **which** each Sign-up commences at which time the **Sign-up lists** shall **be** removed.

- (h) Lay-offs in any job classification shall **only occur** at **the** end of a General Sign-up,

63. **GENERAL - ALL EMPLOYEES:**

- (a) It is agreed **that** Foremen or Supervisors **shall** not perform **work** normally performed by employees covered by this Agreement.
- (b) The Commission agrees that it **will** not **create an** unnecessary burden on **employees** by requiring them to do heavy work **while working alone**.

- (c) All employees covered by this Agreement shall continue to **be** paid at their regular rate when required to attend a meeting called by **an** Officer of **the** Commission.
- (i) DISCIPLINE - An employee against whom a complaint has been received shall be required to **report** to an Officer of **the** Commission. If the employee is required to report outside of his regularly scheduled hours he shall be **requested** to meet immediately following the completion of his shift. Meetings of this nature shall be first scheduled within ten (10) working **days** of the date of the complaint or shall otherwise have been determined to have been abandoned.
- (ii) ACCIDENTS/INCIDENTS - Accident **reports are** required. Incident reports are to be completed on **request** or approval. Thirty (**30**) minutes at the regular rate will be paid for **each** report, in addition to **any** scheduled meetings, provided the report is completed in total **and** submitted to an Officer of the Commission within twenty-four (**24**) hours of the occurrence.
- (iii) Shop Meetings.
- (iv) **Formal** training, safe driving or upgrading course.  
Exception: Union designate when conducting Union business.
- (d) The Commission shall **supply** and maintain shower facilities for all employees at the Operations Facility.
- (e) No employee engaged prior to the signing of this Agreement shall **be** laid-off **as a** result of the introduction **of** assignments without **guarantee** and/or thirteen (**13**) hour spread.
- (f) Employees **who** may lose their jobs **as a** result of automation or technological change, shall be given the opportunity to fill other vacancies in accordance with **the** seniority and lay-off procedure.
- (g) Written job descriptions shall be provided in the Maintenance Department.
- (h) The Commission **shall** have the right to engage up to four (**4**) temporary employees **who** are not included in the bargaining unit for the purpose of interior coach cleaning and facilities maintenance during May to August of each year.
- (i) Employees shall be considered on probation until they have completed **six (6)** months employment. If, during **the six (6) month** period, an **employee** is absent for any reason other than legal **strike**, **the** probationary **period** shall be extended in accordance **with** the time lost.

During **the** probationary period, if **an** employee is to be released, the **reason** shall be discussed **with** the Union President or his designate. Probationary **employees** may be discharged at the discretion of the Commission where the employee is unsuitable for transit **work**.

64. **PAYDAY:**

- (a) Employees **will** be paid **weekly, with** payroll **to be** deposited by Thursday, no later than 4:00 p.m., **and** in the weeks where a Statutory Holiday is observed, by noon Friday. Each **pay** is to **be** deposited in **the** financial institution of the employee's choice.

65. **PERIOD OF AGREEMENT:**

- (a) This Agreement shall remain in **effect** for a period of thirty-six (36) months from **January** 1st, 2007 through to December 31st, 2009 inclusive, and thereafter, from **year** to year, unless notice in writing is given **by** either **party** ninety (90) days prior to **the expiry** date, that it desires to terminate, revise or **amend** the Agreement.
- (b) This **Agreement** represents the full terms and conditions of employment affecting employees in **the bargaining** unit and **replaces** all other understandings and **practices** whether oral or written. It is **provided** that the parties hereto, as long as this Agreement continues in force, may vary or modify any term hereto by mutual consent, evidenced in writing.

66. **WAGE RATES:**

	<u>2007</u> <u>Jan 1</u>	<u>2008</u> <u>Jan 1</u>	<u>2009</u> <u>Jan 1</u>
Operators	22.67	23.35	24.05
<b>ParaVan Operator</b> (protect at not less than \$5.50 below Operator rate)	17.17	17.85	18.55
Coffee	150.00	175.00	200.00
Caretaker	22.05	22.71	23.40
<b>Maintenance Employees</b>	<u>2007</u> <u>Jan 1</u>	<u>2008</u> <u>Jan 1</u>	<u>2009</u> <u>Jan 1</u>
Mechanic 1 (+ .50 in 2007 and 50 in 2008)	26.79	28.11	28.95
Bodyperson (+ .50 in 2007 and .50 in 2008)	26.79	28.11	28.95
Servicepersons (protect at .75 below Operator)	21.92	22.60	23.30
Major Electrical	.45/hr	.45/hr	.45/hr
<b>Shift Differential</b>	.50/hr	.50/hr	.50/hr
Lead Hand	.30/hr	.30/hr	.35/hr
Charge Hand	.50/hr	.50/hr	.50/hr
Tire Maintenance	.75/hr	.75/hr	.75/hr

67. **WAGE RATES - NEW EMPLOYEES:**

Operator Initial Training - **Minimum** Hourly Wage or \$10 per hour, whichever is greater.

First twelve (12) months:	\$2.25 below top hourly rate
Next twelve (12) months:	\$1.50 below top hourly rate
Next twelve (12) months:	\$0.75 below top hourly rate

The training period for a Mechanic or Bodyperson shall be a period of one (1) month. During this period, the rate shall be twenty-five (25) cents below the top hourly rate. Shift differential of fifty (50) cents per hour shall be paid to Maintenance employees on shifts beginning at 1:00 p.m. or thereafter.

An Apprenticeship **Program will** be instituted as of June 1st, 1981.

**RATES OF PAY WILL BE:-**

60% of the Journeyman's Rate for First Term  
70% of the Journeyman's **Rate** for **Second** Term  
80% of the Journeyman's **Rate** for Third Term  
90% of the Journeyman's Rate for Fourth Term  
90% of the Journeyman's Rate for Fifth Term  
100% of the Journeyman's Rate on receipt of license

Ratio of Apprentices - One (1) Apprentice for every seven (7) Mechanics.

Under this program, all benefits shall **apply**, With the exception of Tool Allowance.

**68. WAGE RATES - TRANSFERRING EMPLOYEES:**

Where an employee transfers **by** job posting only from one Department of the Commission to another, the rate of **pay** effective the first (1st) day worked in the Department **to** which he transfers shall be:

- (a) Servicepersons - \$0.60 below the top hourly rate for the classification during the first three (3) months in the **new** position.

Should **an** employee have less than one (1) year's service at the time of transfer, the Wage Schedule **as** contained in Article 67 - WAGE RATES - NEW EMPLOYEES shall **apply** exclusive of all Operator Initial Training time, until the completion of one (1) **year's** service.

The reduced rate of \$0.60 below the top hourly rate for the new classification shall apply **for** the first three (3) **months** an employee is in the new position excluding **the** positions **of** Coach Cleaner and Caretaker where the regular rate shall apply.

- (b) Employees transferring **from** one department to another will have their rate adjusted by 60¢ per hour on the **initial** transfer only.

**69. MECHANIC'S AND BODYPERSON'S TECHNICAL QUALITY (TQ) LICENSES**

Mechanic's and **Bodyperson's** Technical Qualification (TQ) Licensing renewal **fees** will be paid by the Commission.

**70. SAFETY OF VEHICLE**

The Commission complies with generally accepted industry practice and relevant legislative requirements under the Occupational Health and Safety Act. The Commission takes all reasonable **steps to** acquaint its employees with their rights and duties in the workplace and applicable regulations **and** procedures for protecting their health **and** safety,

If they believe an unsafe condition **exists**, employees have **the** right to refuse unsafe **work**. No employee shall be discharged, penalized, or disciplined for refusing to work on a job or workplace which they believe to be unsafe. Employees should follow the instructions in Section 43 of the Occupational Safety Act, which is posted on all Health and Safety bulletin boards.

**71. ACCIDENT REVIEW COMMITTEE**

**All** Employees covered by this **Agreement** will have the right to appeal **any** preventable accident deemed as such **by** the Accident Review Committee. **The** appeal must be filed within ten (10) working **days of** receiving written notice from the Accident Review Committee.

An appeal hearing shall be scheduled no later than thirty (30) days after the Employee has filed the appeal,

The Union agrees that the preventability of an accident is not grievable.

**72. VIDEO CAMERAS**

(a) **The Commission may install cameras on its properties and in vehicles for security purposes.**

(b) **The Commission shall not use security cameras for disciplinary purposes of its employees. The only exception shall be regarding an employee who may be involved in criminal activity or the tampering of the video equipment, in which case would be reviewed by the Police, the Commission and the Union.**

## LETTER OF UNDERSTANDING

### *RE: CARETAKER POSITION*

The St. Catharines Transit Commission **and** the Amalgamated Transit Union, Local No. 846 agree to the following;

The Intent of the creation of the position of Caretaker ~~was~~ to have a **job available** to a Bus Operator in the event the Operator's license was downgraded due to medical reasons. Caretaker is a Bargaining Unit position.

The Intent of Article 7(g)(i) is to **confirm** that in the event that ~~the~~ Caretaker position becomes vacant, and should the Commission choose to post the vacancy for signing, only employees of the Transportation Department would be eligible to sign.

The Commission ensures that one position **of** Caretaker will be kept available for a Bus Operator ~~with~~ a downgraded License due to medical reasons.

In the event that the Caretaker position becomes vacant and there is no Bus Operator with **a** downgraded license, the Commission will offer ~~the~~ position to Bus Operators absent due to illness **and** have qualified for coverage provided through the Health and Welfare **plan**.

in the event that ~~the~~ Caretaker position becomes vacant and there **is** no Bus Operator available from the Health and Welfare **plan**, it will be **next** offered to **Bus** Operators absent due to ~~an~~ injury and have qualified for coverage provided **through** WSIB.

A functional job analysis will **be** completed **and** the incumbent must be **able** to medically demonstrate their ability to perform the position requirements.

In the event that no employees ~~from~~ the forementioned categories are available, the Commission will fill the ~~duties~~ of Caretaker from the Spareboard on ~~an~~ as-needed basis.

In the **event** that the Commission, at its **sole** discretion, chooses to **post the** Caretaker position for signing, in the case where the vacancy extends beyond 21 days and no Bus Operator is available from the forementioned categories, any Bus Operator **may** bid on the vacancy. **All** other terms and conditions **of** the Collective Agreement shall prevail.

The Commission will not contract out the work of Caretaker while ~~this~~ Letter **of** Understanding is in effect.

This Letter of Understanding **will** remain in effect ~~for~~ **the** life of the current Collective Agreement.

Dated: March 11th, 1997

## LETTER OF UNDERSTANDING

### *RE: REHABILITATION POSITIONS*

Union and Management **agree** on the benefit of placement for employees disabled **from** their regular position into gainful **or** essential jobs, compatible with their physical abilities and job skills. The program should be designed to facilitate employees to return to productive employment while assisting in their rehabilitation,

Any bargaining unit **employee** who is **no** longer capable of performing his full regular duties by **reason** of disability and whose disability is not of sufficient severity to **qualify** for a disability pension under the Commission's Pension Plan, may be **placed in a** suitable position in the bargaining unit, if such position is available or created by the Commission. **This is** without regard to the posting positions of the Collective Agreement and shall be **paid** their regular rate for the job.

Union and Management agree to form **a committee** to review placements made by the Commission. Thereafter, Union and Management will review the program **annually**.

Dated: October 18th, 1990



## LETTER OF UNDERSTANDING

*RE: SERVICEPERSON 'B'*

The Maintenance Department **may** create one (1) Serviceperson "B" position as follows;

- (a) Without hourly guarantee and hours **as** scheduled by the **Commission**,
- (b) In event of a Bargaining Unit lay-off this position would be first **to** be laid-off,
- (c) This position will not **be** included in **the** Statutory **Holiday** Sign-up,
- (d) **Benefits** will include: (i) **Weekly** Indemnity; (ii) Major Medical; (iii) Dental; (iv) Visioncare; (v) **OMERS as per law**.
- (e) Overtime will be calculated as follows: After eight (8) **hours/day**; after forty **(40) hours/week**.

Dated October 25th, 1990

## LETTER OF UNDERSTANDING

### *RE: PARAVAN OPERATORS*

The St. Catharines Transit Commission and the Amalgamated Transit Union, Local #846 agree to the following;

- The intent of the creation of these two new positions is not to reduce **any** existing Paratransit jobs.
- Full benefits shall apply.
- Seniority shall be **effective as** of start date.
- ParaVan Operator is required to *carry* and maintain a 'G' class license.
- The probationary period shall apply **as** per **the** Collective Agreement.
- ParaVan Operators shall not *carry* persons in wheelchairs **or** scooters.
- **Persons who can fold up** a wheelchair and put it in the van on their own will be **classified as** ambulatory.
- 1 job Monday to Friday (40 - 42.5 hours per **week**).  
1 job Monday to Saturday (40 - 44 hours per week). This job will start Monday to Friday.
- Transferring employees shall not be subjected to \$.60 reduction in wage rate coming into **ParaVan** position.
- The grid system shall not **apply** for this position. It **shall start** when the Operator transfers into regular transit duties.
- If a new ParaVan Operator transfers to regular **transit** operations or maintenance department (excluding mechanic or bodyperson) then the **grid system** shall commence.
- Should an employee in grid system transfer to ParaVan **Operator, then** transfer **back** his grid system will **go** on hold when he transfers to ParaVan operations and when/if they transfer back then grid system shall start from where **he** first left.
- If an employee transfers to ParaVan **Operator and** lets **his** license **downgrade**, he shall be responsible to upgrade to a 'B' or 'C' license with 'Z' endorsement **prior** to transferring back.
- These positions shall not be included in the transportation sign-ups.

Dated: November 8, 2000

## LETTER OF UNDERSTANDING

### **RE:** Late Night Service

To provide late night service from **downtown via** Glenridge Avenue to **Brock** University, the St. Catharines Transit Commission and Local #846 of the **Amalgamated** Transit Union agree to the following:

The Union acknowledges and **agrees** it will remain the Commission's exclusive right to set the route and schedule **and may** alter or withdraw **the** service at **anytime**.

The work will be posted on a volunteer basis and assigned according to seniority ~~with~~ Spareboard Operators having the first right,

Should the volunteer posting not be filled, the work will then be assigned to ~~the~~ Spareboard as per the Collective Agreement

**Article 13(d)** of the **Collective Agreement** does not **apply** to this assignment

The Operators on the late night service will be paid at the overtime rate.

Volunteering for this service will have no effect on equalizing of overtime ~~for~~ Operators

This piece of **work shall** not be **crewed up as** part of **a** regular assignment

This Agreement is **signed** on behalf of both parties on January 15, 2003.

## LETTER OF UNDERSTANDING

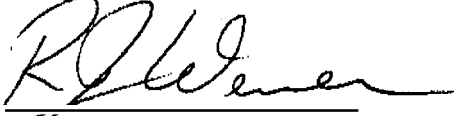
Re: No Rotation of Maintenance Department Shifts

The **St. Catharines** Transit and the Amalgamated Union **agree** that for the **life** of **this** Collective Agreement there will be **no** rotation of **shifts** **in** the Maintenance Department.

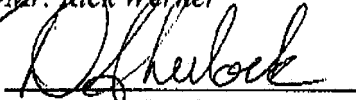
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives on this 1st day of January, 2007, A.D.

FOR:

**THE ST. CATHARINES TRANSIT COMMISSION**



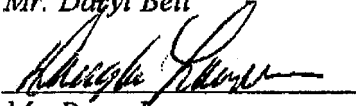
Mr. Rick Werner Chairman



Mr. Dave Sherlock General Manager



Mr. Daryl Bell Manager of Transportation



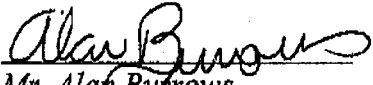
Mr. Doug Lawrence Manager of Maintenance



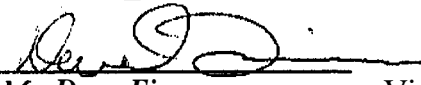
Mr. Graham Morrison Manager of Administration

FOR:

**LOCAL NO, 846, AMALGAMATED TRANSIT UNION**



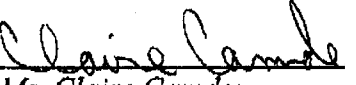
Mr. Alan Burrows President/Business Agent



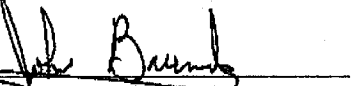
Mr. Dave Finn Vice President



Ms. Gloria DeFields Recording Secretary



Ms. Claire Camden Executive Member - Transportation



Mr. John Barends Executive Member - Maintenance