

CBRT & GW
 EFFECTIVE: 1 JAN 1994
 extended
 TERMINATES: 31 DEC
 No. OF EMPLOYEES: 1995
 257



City of Kitchener
 EX INDUSTRIA PROSPERITAS

DEPARTMENT OF ADMINISTRATION AND TRANSIT
 HUMAN RESOURCES DIVISION

City Hall, P.O. Box 1118
 200 King Street West
 Kitchener, Ontario
 Canada, N2G 4G7

MEMORANDUM OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

**THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
 & GENERAL WORKERS, LOCAL #304**

The Parties agree that all the terms and conditions of the current Collective Agreement for the period January 1, 1993 to December 31, 1993 will be extended in its entirety until December 31, 1995.

Dated at Kitchener, Ontario, this 6th day of March 1994.

MAY 10 1994

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

FOR C.B.R.T. LOCAL #304

[Signature]
Leo McAleney
[Signature]
[Signature]

CB76106

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN BROTHERHOOD OF RAILWAY TRANSPORT AND GENERAL WORKERS

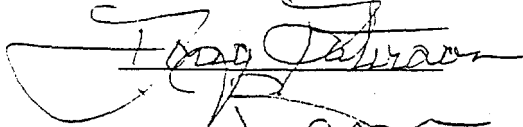
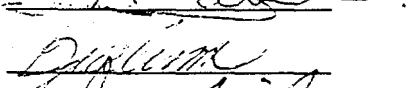


LOCAL #304

The signatures affixed to this Letter of Understanding constitute acceptance of the following agreement of the parties regarding the following:-

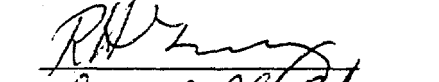
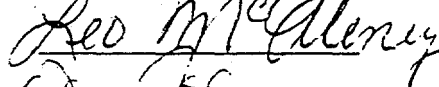
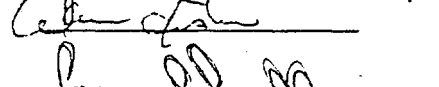
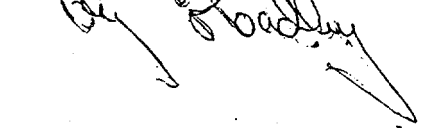
The Corporation and the Union have ratified a Memorandum of Agreement to extend the January 1, 1993 - December 31, 1993 Collective Agreement until December 31, 1995 in its entirety. The parties agree that should the Social Contract Act be withdrawn prior to December 31, 1995 the collective agreement can be opened for the purposes of negotiation.

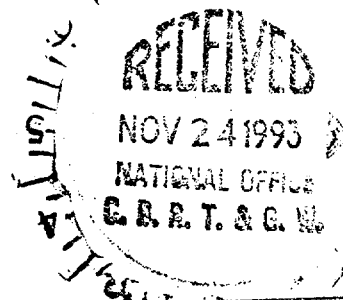
Dated this ~~6th~~ day of March, 1994.

FOR THE CORPORATION

FOR THE UNION



C.B.R.T. & G.W.
EFFECTIVE: 1 JAN 1993
TERMINATES: 31 DEC 1993
No. OF EMPLOYEES:
260

1993 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

**THE CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS,
LOCAL UNION #304**

JANUARY 1, 1993 - DECEMBER 31, 1993

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1993 COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 25TH DAY OF October A.D. 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF KITCHENER
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS, LOCAL UNION #304
(hereinafter referred to as the "Brotherhood")

ARTICLE 1 PURPOSE OF AGREEMENT

1.1 It is the purpose of this Agreement to promote and improve relations between the Corporation and those of its employees who are represented by the Brotherhood, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the parties hereto.

ARTICLE 2 RECOGNITION

2.1 The Corporation recognizes the Brotherhood as the sole bargaining agent of all its Transit Division **Bus** Operators, and Licensed Motor Vehicle Mechanics and related service personnel, within **the** Department of Transportation Services save and except Supervisors, those above the rank of Supervisor, Office Staff and students.

Students may be employed throughout the year to perform vehicle cleaning and required traffic, passenger counts or other related duties for the measurement of the Transit Operations performance.

2.2 For the purpose of this Agreement there shall be two (2) Departments - one department hereinafter referred to as Department #1, consisting of all persons employed as **Bus** Operators. Another department hereinafter referred to as Department #2, consisting of all persons classified as Licensed Motor Vehicle Mechanics and related service personnel.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Brotherhood recognizes the right of the corporation to:

- (1) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Corporation by Statute and/or By-Laws of the Corporation.
- (2) Hire, maintain order and to make and alter from time to time, rules and regulations.
- (3) The Corporation shall be entitled, in an emergency, to use its supervisory personnel to operate the motor vehicles, and related maintenance duties. In this respect, emergency shall mean a situation where no qualified bargaining unit employee is available on site.
- (4) The Corporation shall be entitled to temporarily assign employees until such time as the position may be filled.

3.2 The Corporation recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement, and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

All matters concerning the operation of the Corporation's business not specifically dealt with herein shall be reserved to Management and be **ifs** exclusive responsibility.

ARTICLE 4

RULES AND REGULATIONS

4.1 The Corporation has the right to make reasonable rules, regulations and orders for the purpose of efficiency and discipline. The Corporation will advise the Brotherhood of all proposed changes in rules, regulations and orders, five (5) days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Brotherhood may respond to such changes within the same five (5) working days should they wish to do so.

ARTICLE 5

CHECK OFF

- 5.1 It is agreed that the Corporation shall deduct from EACH PAY CHEQUE of every permanent and temporary employee, a sum equal to ONE-QUARTER (1/4) of the monthly Brotherhood dues and to remit the total sum so deducted in the following month to the Brotherhood at 2300 Carling Avenue, Ottawa, Canada. The Brotherhood shall keep the Corporation advised of any change or changes in the amount of monthly Brotherhood dues. The dues required in each month shall be the same for each permanent and temporary employee.
- 5.2 The Corporation agrees to acquaint new permanent and temporary employees with the fact that a Union Agreement is in effect, the check-off procedure, and to provide them with a copy of the Agreement.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 During the term of this Agreement, the Corporation agrees that there shall be no lockout and the Brotherhood agrees that there shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the permanent and temporary employees.

ARTICLE 7(10)

CORRESPONDENCE

- 7.1 (10.1) Copies of all resolutions of the Council of the Corporation that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the local President of the Brotherhood by the City Clerk.
- 7.2 (10.2) All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the Commissioner of Administrative Services or designate and the President of the Local Brotherhood, with two (2) copies to the Local Chairperson.

The provisions of this clause shall not apply to the Dues Deductions outlined in Article 5 and the Grievance Procedure outlined in Article 12.

ARTICLE 8 (NEW) LAYOFF AND RECALL

- 8.1 (NEW) In the event of a layoff, permanent full time employees shall be laid off by job classification within their Department in the inverse order of their seniority, and when necessary to recall, they shall be recalled in the reverse order of which they were laid off.
- 8.2 A full time employee laid off may exercise their bumping rights within their Department in any job classification in their Bargaining Unit having, a rate of pay the same as theirs or lower providing they are bumping a full time employee with less seniority and they presently possess the required skill and ability to perform the job.
- 8.3 A full time employee who is laid off may displace a temporary or part-time employee, provided that the laid off employee accepts all of the terms and conditions of employment applicable to the temporary or part time position and is presently possessed of the required skill and ability to perform the job. A full time employee's recall rights shall not be affected by the fact that they have displaced a temporary or part time employee. A full time employee exercising their bumping rights will retain their rights to recall to their layed off classification.
- 8.4 In the event of a layoff the Corporation shall discuss with the Union the job classifications to be laid off at least thirty (30) days before the effective date of the layoff, and confirm such in writing.
- 8.5 The Union shall be notified in writing of all employees being layed off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 27 and Article 38 Seniority

ARTICLE 9(11) UNION REPRESENTATION

- 9.1 (11.1) The Bargaining Committee of the Brotherhood shall be composed of:
- 1 - The Local President and Local Chairperson, or an alternate officer of the Local;
 - 2 - One representative of Department #1 and Department #2;

The Brotherhood will advise the Corporation of its appointees to the Bargaining Committee.

9.2 (11.2) The Corporation acknowledges the right of the Brotherhood to appoint or otherwise select a Grievance Committee.

9.3 (11.3) The Brotherhood will advise the Corporation of the names of the members of the Grievance Committee. NO more than three (3) members of the Grievance Committee shall meet with the Corporation at any one time.

9.4 (11.4) The Brotherhood shall have the right at any time to have the presence of a National Representative of the Brotherhood when dealing with the Corporation.

9.5 (11.5) All representatives of the Brotherhood who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Corporation representatives on Brotherhood business, or for bargaining for a Collective Agreement, shall be paid for such time at their basic hourly rate, not to exceed their regular daily hours of work.

9.6 (11.6) (1) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.

(2) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their Supervisor of the nature and place of the grievance. The Supervisor shall grant such release provided it will not cause a significant interference to their work schedule.

(3) Upon entering the section or work area of a Supervisor, other than their own, the Grievance Committeeperson will inform that Supervisor of the nature of the grievance they are investigating.

(4) If requested by the Grievance Committeeperson, the aggrieved permanent employee will be released to discuss their grievance, provided it will not cause a significant interference in their work schedule.

- (5) The Corporation will pay the Grievance Committeeperson and the aggrieved permanent employee at their basic hourly rate for the time spent processing grievances, provided such activity takes place on Corporation premises and that all requirements of this Article have been observed by the Grievance committeeperson and the aggrieved permanent employee.
- (6) The Grievance Committeeperson will inform the aggrieved permanent employee's Supervisor when the investigation is completed. The Grievance Committeeperson will also inform their Supervisor of their return to their regular job.
 - (a) The Corporation shall not be liable for the pay of any member of the Brotherhood Executive or other permanent employee represented by the Brotherhood when involved in preparation for, or attendance at Arbitration Hearings.
- (8) Grievances shall not be investigated or processed while the permanent employees involved are working overtime.
- (9) There will be no abuse or excessive use of time spent investigating grievances.

ARTICLE 10 (12) GRIEVANCE PROCEDURE

10.1 (12.1) It is the mutual desire of the parties hereto that complaints of permanent employees shall be adjusted as quickly as possible. **Such** complaints shall be acted upon in the following manner and sequence.

In this Article a grievance shall consist of a dispute concerning interpretation and application of the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of this Agreement the question may be taken up through the following steps of the grievance procedure and determined if necessary by arbitration.

In all of the steps where time limits are named, it is agreed that Saturdays, Sundays and paid Specified Holidays except Floating Holidays are excluded.

Step 3

Within seven (7) calendar days following the decision under Step 2, the Grievance Committee may submit the written grievance to the Division Director or nominee, at a meeting.

The Division Director or nominee, will deliver their decision in writing within seven (7) calendar days from the date on which the written grievance is presented to them.

Failing settlement - then Step 4 may be invoked.

Step 4

Within five (5) calendar days following the decision under Step 3, the Grievance Committee may submit the written grievance to the Corporation's Commissioner of Administrative Services or designate.

A meeting will be held within fourteen (14) calendar days at which time the matter will be reviewed. The Commissioner of Administrative Services or designate will deliver their decision within seven (7) calendar days from the date on which the meeting was held under Step 4.

Failing settlement under Step 4, it may be submitted to Arbitration in accordance with Clause 10.3. (12.3)

10.2 (12.2)

A policy grievance arising directly between the Corporation and the Brotherhood alleging a violation of this Agreement, in regard to which an individual employee could not grieve, may be originated under Step 4.

Failing settlement under Step 4, it may be submitted to Arbitration in accordance with Article 11. (13)

Such grievance by the Corporation or by the Brotherhood as provided in this Clause, may be lodged at any time within thirty-five (35) full calendar days after the circumstances giving rise to such grievance occurred or originated.

10.3 (12.3) Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to Arbitration, as set forth in Article 11. (13)

If no written request for Arbitration is received within thirty (30) calendar days after the decision under Step 4 is given, it shall be deemed to have been settled and not eligible for Arbitration.

10.4 (12.4) Replies to grievances shall be in writing at all stages.

10.5 (12.5) All agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Brotherhood will be final and binding upon the Corporation and Brotherhood and the permanent employee(s).

10.6 (12.6) No adjustment affected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.

10.7 (12.7) Where no answer is given within the time limits specified in the Grievance Procedure, the permanent employee(s) concerned, the Brotherhood and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.

10.8 (12.8) The Corporation will supply the necessary facilities for the Grievance meeting.

ARTICLE 11(13) ARBITRATION

11.1 (13.1) Any dispute or grievance which has **been** carried through all stages of the Grievance Procedure, as outlined in Article 10 (12), and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto, (subject to time limits in Clause 10.3) (12.3).

Within five (5) calendar days after a written request for arbitration, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

The two so named shall, within seven (7) calendar days, select a third person to act as Chairperson on the Board of Arbitration; but should they not do **so** within the seven (7) calendar days; then either party may apply to the Ontario Labour Management Arbitration Commission to appoint a person to be Chairperson.

11.2 (13.2) No person shall be selected as a member of an Arbitration Board who:

- (1) Is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties. An arbitrator shall not be considered as a paid agent.
- (2) Has any pecuniary interest in the matters referred to the Board.

11.3 (13.3) Each of the parties to this Agreement will bear all the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the Chairperson.

11.4 (13.4) The time limits fixed in both the grievance and arbitration procedure, may be extended by mutual consent of the parties to this Agreement.

11.5 (13.5) At any stage of the grievance or arbitration procedure, the parties may have the assistance of the permanent employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.6 (13.6) The decision of the Board of Arbitration, or a majority thereof, shall be binding on both parties. The Board of Arbitration shall: not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.

ARTICLE 12(14) DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

12.1 (14.1) Notice of the discharge, suspension or demotion shall be forwarded by Registered Mail to the last known address of the permanent employee so discharged, suspended or demoted.

Copies of this correspondence shall be forwarded to the Local President and Chairperson of the Brotherhood.

Such notice may be given verbally to the employee in question, prior to the confirmation of such notice by Registered Mail.

12.2 (14.2) A claim by a permanent employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) calendar days after the discharge, suspension or demotion and the first step of the Grievance Procedure will be omitted in any such case.

Such special grievance may be settled under the Grievance and Arbitration Procedure by:

- (a) Confirming the Corporation's action in dismissing, suspending or demoting a permanent employee; or
- (b) Re-instating the permanent employee with full compensation and seniority for the time lost; or
- (c) By any other arrangement which is just, in the opinion of the parties, or the Arbitration Board, if appointed.

12.3 (14.3) Management, when imposing disciplinary action for a current incident; will not take into account any prior infractions which occurred more than three (3) calendar years previous to such incident.

12.4 (14.4) In the event that Management receives a letter(s) of complaint which will form the basis of current or future discipline against an employee(s), the employee(s) will be provided with a copy of such letter(s) of complaint.

ARTICLE 13(15) SPECIFIED HOLIDAYS

13.1 (15.1) Each permanent and temporary employee covered by this Agreement is entitled to eleven (11) paid Specified Holidays regardless of the day on which the Holiday occurs, and who has worked their regular shift on their regular work day preceding such Holiday and the regular work day succeeding such Holiday, or has obtained authorized leave of absence for such work day, the Corporation has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they **are** scheduled to do so.

The Holidays to which this will apply-are:...

New Year's Day; Good Friday; Easter Monday;
Victoria Day; Dominion Day; Civic Holiday;
Labour Day; Thanksgiving Day; Remembrance Day;
Christmas Day; Boxing Day.

If the Holiday falls within the employee's annual vacation the employee may take an extra day off (lieu day) or extra day's pay, within the same calendar year. The decision as to which shall apply must be made by the employee during the respective vacation sign-up for Department #1 and #2.

The individual scheduling of lieu days will be on a first request basis and requires mutual agreement of the employee and the respective Manager and/or requirements and scheduling priorities.

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called a Floater Holiday. The individual scheduling of this floating holiday will be on a first request basis and requires mutual agreement of the employee and the respective manager and/or requirements and scheduling priorities,

The following qualifications will apply to the Floating Holiday.

1. It must be taken during the calendar year
2. Failure to take the Floater forfeits all entitlements to the holiday.
3. The Floater holiday will not apply to employees with less than four (4) months of continuous service.

13.2 (15.2) This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 14(17) LEAVE OF ABSENCE

14.1 (17.1) Leave of absence without remuneration will be granted for Brotherhood business and may be granted any permanent employee **up** to a maximum of three (3) months. During the period of such leave, no permanent employee may accept employment for wages or salary except with the Brotherhood or any other labour organization affiliated to the Canadian Labour Congress.

Should the permanent employee fail to observe this Clause, they shall forfeit their standing on the seniority list.

14.2 (17.2) (1) Leave of Absence without remuneration may be granted by the Corporation to no more than two permanent employees for periods up to aforesaid three (3) months to work in an official capacity for the Brotherhood.

(2) However, up to four (4) Brotherhood members shall be granted leave of absence for a period not to exceed five (5) consecutive calendar days for the purpose of attending to Brotherhood business.

(3) All requests for such leave must be made in writing to the Corporation's Division Director or nominee, with a copy to the Commissioner of Administrative Services or designate, and be signed by the President of the Local and the permanent employee(s) concerned.

14.3 (17.3) Notwithstanding the provisions of 28.3(c) & 39.3(c) (8.3c), unlimited leave of absence without remuneration may be granted by the Corporation to no more than one permanent employee to work in an official capacity in a full-time position as a representative of the Brotherhood. All requests for such leave must be made in writing to the Corporation's Director of Personnel and be signed by the Brotherhood and the permanent employee concerned.

14.4 (17.4) The Corporation may grant leave of absence for any reason it sees fit, but under no circumstances shall a leave of absence be granted for the purpose of engaging in work outside the Corporation's service.

ARTICLE 15(18) JURY DUTY AND ATTENDANCE IN COURT

- 15.1 (18.1) Permanent employees who are required to **serve** as jurors or witnesses in any Court shall be granted leave of absence for these purposes. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of jury duty or attendance as a witness, such permanent employee shall present to their Department Head, a satisfactory certificate showing the period of such service.
- 15.2 (18.2) Such permanent employee will be paid full salary or wages based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the Commissioner of Finance of the Corporation, the full amount of compensation received, less the amount earned on their days of rest, excluding mileage and travelling expenses, and an official receipt therefore.
- 15.3 (NEW) The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because he/she performed **jury** or witness duty.

ARTICLE 16(19) BEREAVEMENT PAY

- 16.1 (19.1) In case of a death of a permanent employee's spouse or child, the Corporation shall grant a leave of absence of five (5) consecutive working days to the permanent employee with pay based on their normal scheduled work day. Such days are to be taken within either five (5) working days before or after the day of the funeral.

In case of a death in the immediate family of a permanent employee, the Corporation shall grant a leave of absence of three (3) consecutive working days to the permanent employee with pay based on their normal scheduled work day. Such days to be taken within either five (5) working days before or after the day of the funeral.

The term spouse shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Personnel Division in the manner and form prescribed by the Corporation.

"Immediate Family" shall be deemed to mean -
Father, mother, step-children, brother, sister,
mother-in-law, father-in-law, step-mother, step-
father and grandparents.

16.2 (19.2)

In respect to attendance at the funeral of a brother-in-law, a sister-in-law, spouse's grandparents, son-in-law, daughter-in-law, or grandchildren, the Corporation shall grant a leave of absence of one (1) day to the permanent employee with pay, based on their normal scheduled work day.

ARTICLE 17 (25) MEDICAL EXAMINATIONS

17.1 (25.1)

Corporation employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Superintendent and/or Supervisor by the employee prior to coming to their work assignment.

17.2 (25.2)

An employee may be required to submit to an examination by the Corporation's medical examiner or by another physician selected by the Corporation. The employee and the Corporation shall be entitled to a copy of the report of such examination.

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination.

The results of such examination shall not be disclosed to the Corporation without consent of the employee, who may wish to use the same in support of a claim for special consideration.

17.3 (25.3)

Employees who are required to undergo a Ministry of Transport medical will have the cost of the medical paid for by the Corporation if the employee elects to have the medical completed by a physician selected by the Corporation.

ARTICLE 18(29) INVESTIGATIONS OF ACCIDENTS

18.1 (29.1) All employees must complete their initial accident reports at the scene of the accident and complete same within their scheduled hours of work. In certain instances Management will direct that the accident report be completed at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay.

One union representative will be on the Accident Review Committee.

ARTICLE 19 (32) OPERATIONS COMMITTEE

19.1 (32.1) There shall be an Operations Committee. The Brotherhood shall appoint three (3) members to the Committee.

19.2 (32.2) The Corporation shall appoint members from its Supervisory Staff as required.

19.3 (32.3) The Operations Committee shall meet once each month.

The Corporation will pay a maximum of one and one half (1 1/2) hour per person per month in respect to their attendance at said meeting. This one and one half (1 1/2) hour's pay shall not be reflected in any overtime premiums or other premium pay calculations.

At said meetings of the Operations Committee, matters pertaining generally to the welfare of both parties to this Agreement and improvement in service and operation shall be discussed.

19.4 (32.4) Matters discussed under this Article shall not be subject to the Grievance or Arbitration Procedure.

ARTICLE 20 (33) BULLETIN BOARDS

20.1 (33.1) Bulletin Boards shall be provided in all departments. The Brotherhood shall have the right to post general notices of Brotherhood activities but shall not, however, post notices of a political or personal nature.

ARTICLE 21(34) EMPLOYEES

21.1 (34.1) There shall be various categories of employees. There shall be PERMANENT employees, TEMPORARY employees, PART-TIME employees and APPRENTICE employees.

Permanent Employees - shall be any regular full-time employee filling any position covered by and holding seniority rights under the terms of this Agreement.

A temporary employee who is placed on permanent staff will be placed upon the seniority list within their Department in accordance with their term of continuous service with the Corporation from the employee's last starting date.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months. Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment, at the discretion of the Corporation. **Any** temporary employee retained for a period of more than ten (10) months shall automatically become a permanent employee.

Part-Time Employees - shall be any employee working regularly for less than twenty-four (24) hours per week.

Permanent employees are the only employees coming within the entire scope of this Agreement.

Temporary employees and Part-Time employees are within the scope of this Agreement only insofar as basic pay is concerned, unless otherwise specified herein.

ARTICLE 22 (35) PAY PERIOD

22.1 (35,1) The interval between pay days shall be no longer than seven (7) calendar days.

ARTICLE 23 (37) COPIES OF AGREEMENT

23.1 (37.1) The cost of printing copies of this Agreement, which shall be printed in a Union Shop, shall be borne equally between the parties hereto.

ARTICLE 24 (39) JOB SECURITY

24.1 (39.1) No employee with more than two (2) years seniority shall be laid off directly as a result of the Corporation exercising its right of contracting out.

The Corporation will re-assign any employee so affected without loss of seniority and, if required, pink-circled at existing hourly rates. For purposes of this clause, pink circling is defined as the employee receiving 50% of any negotiated economic increases.

ARTICLE 25(28) VEHICLE SAFETY

25.1 (28.1) It is to the advantage of both the Corporation and the employees that employees **should not** operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Corporation all defects in equipment. It shall be the duty of the Corporation to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee **refuses** to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

ARTICLE 26(31) EMPLOYEE BENEFIT PROGRAM

26.1 (31.1) Each permanent employee shall be entitled to pension and sick leave payments as provided for in the By-Laws of the Corporation.

26.2 (31.2) **An** outline of the Hospital and Medical Care Plans, Group Life Insurance, Basic Dental Plan, Extended Health Care, Long Term Disability Plan, Workers' Compensation Benefits, Sick Leave and Pension benefits is contained in Schedule **"B"** (Page) attached hereto and forming part of this Agreement.

DEPARTMENT # 1

ARTICLE 27 (7)

PROBATION OF EMPLOYEES DEPARTMENT #1

27.1 (7.1)

All persons in Department #1 hired to be permanent employees, shall be on probation for four (4) consecutive months, and no disputes as to the discharge of any such persons shall be considered under the Grievance Procedure or otherwise.

ARTICLE 28 (8)

SENIORITY - DEPARTMENT #1

28.1 (8.1)

The Corporation shall post separate seniority lists for Department #1 in November of each year, showing names, positions and seniority date of each permanent employee. The Local President of the Brotherhood shall be provided with copies of said seniority lists.

28.2 (8.2a)

Seniority shall govern within the respective department, provided that the permanent employees affected are of equal skill, ability and competence. The last permanent employee hired in a department shall, in the case of layoff, be the first laid off, and the last permanent employee laid off, shall be the first rehired.

28.3 (8.3)

Seniority status once acquired by permanent employees will be lost only for the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for proper cause not reversed through the Grievance Procedure;
- (c) Subject to the provisions of Article 14 (17) herein, continuous non-employment, including layoff or any authorized leave of absence but not including sickness or accident, for a period of time **equal** to one-half (1/2) of the length of their seniority at the time of layoff or leave, or for a period of twelve (12) continuous months, whichever is lesser;
- (d) Continuous non-employment by reason of sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time of commencement of absence, or for a period of twenty-four (24) months, whichever is the lesser;

- (e) Failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Corporation by Registered Mail sent to the permanent employee at the last address provided by the permanent employee to the Corporation, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

- (f) Absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has **so** lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Corporation shall not be obligated to rehire them.

28.4 (8.4)

If any permanent employee with at least five (5) years seniority becomes disabled and unable to continue in their regular **job**, then preference will be given to them in filling any other job for which they have the qualifications and abilities to fill at the prevailing rate for the new job.

28.5 (8.5)

A permanent employee, transferred or promoted to a position outside of the Bargaining Unit shall continue to accumulate seniority the same as if they were working at the job at which they were working when **so** transferred or promoted for a period of seven (7) calendar months, unless prior to the expiration of seven (7) calendar months they are returned to the Bargaining Unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.

If a promoted or transferred permanent employee returns to Department #1 within the seven (7) month period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up*

So long as a permanent employee who has been promoted or transferred continues to accumulate seniority in a department, their name shall be shown on such department's seniority list.

If a permanent employee is temporarily acting in a supervisory position, they shall continue to accumulate seniority, and any disciplinary action, with respect to such permanent employee, shall be subject to the Grievance Procedure.

ARTICLE 29 (9)

JOB POSTING - DEPARTMENT #1

29.1 (9.1)

With respect to bus operators in Department #1 the Corporation will place a permanent **job** posting in all departments covered by this Agreement. Interested members of the Bargaining Unit may place an application at any time.

Qualified applicants may be considered when vacancies occur.

29.2 (9.2)

In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively **equal** as between permanent employees, the permanent employee with the greater seniority shall be selected.

29.3 (9.3)

The Brotherhood shall be advised in writing as to the outcome of all job postings and appointments, cancellations or changes, within seven (7) calendar days from date of occurrence. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the Grievance Procedure.

29.4 (9.4)

The Brotherhood shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

29.5 (9.5)

- (a) A vacancy for a Supervisor In Department #1 shall be posted for a period of seven (7) calendar days.

The Corporation shall give first consideration to applicants from Department #1 however, the Corporation shall not be obligated to select a Supervisor from the applications submitted from Department #1.

- (b) An objection by the Brotherhood to the outcome of this selection process as outlined in this Clause cannot be processed through the Grievance and Arbitration Procedure.

ARTICLE 30 (16)

VACATIONS - DEPARTMENT #1

30.1 (16.1)

The qualifying year shall be from November 1st to October 31st.

30.2 (16.2)

Vacations must be taken within the twelve (12) month period commencing January 1st in each year and vacations shall not be accumulated.

Employees entitled to four (4) or more weeks vacation may be granted the privilege of carrying one (1) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Transit at least two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of management.

Where such permission is granted, the one (1) week carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

30.3 (16.3)

Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis:

Less than 1 year	-	1 day per completed month of service (Maximum ten (10) days)
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Not less than 1 year But less than 3 years	-	2 weeks
Not less than 3 years But less than 10 years	-	3 weeks
Not less than 10 years But less than 17 years	-	4 weeks
Not less than 17 years But less than 25 years	-	5 weeks
Not less than 25 years	-	6 weeks

30.4 (16.4)

CHANGE

Effective January 1, 1994 vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as **defined** below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay **plus** shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holiday, and shift premiums in addition to gross hourly wages earned including overtime.

30.5 (16.5)

In the vacation year, permanent employees shall receive forty-two and one-half (42 1/2) **hours** pay for each week's vacation to which they are entitled.

30.6 (16.6)

When the employment of a permanent employee is terminated, they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.

30.7 (16.7)

A vacation schedule shall be posted **by** the Division Manager on November 1st or within seven (7) days thereafter in each **year**. The vacation sign-up will be conducted in the following manner.

A notice will be posted listing the ten (10) consecutive calendar days excluding Saturdays and Sundays and dividing each day into **A.M.** and **P.M.** Under each day will be listed, according to seniority, the names of up to a minimum of eight (8) operators who will be required to be available for vacation sign-ups as shown on the schedule.

Individuals not available for sign-up personally on the schedule A.M. or P.M. will be required to arrange for a **proxy** to sign-up on their behalf. **Such proxy** to be authorized in writing, signed, and dated by the person appointing the proxy, and must be submitted to the Division Manager or nominee, prior to their scheduled sign-up day. **Any** individual who fails to sign-up, either in person or by proxy, within the sign-up period shall have their vacation scheduled at the discretion of the Division Manager.

30.8 (16.8)

CHANGE

No permanent employee shall be entitled to take more than two (2) weeks vacation during the period commencing with the third Monday in June and ending with the second Sunday in September. However, any employee entitled to three (3) or more weeks vacation **may** elect to hold one (1) week on the premise of obtaining an additional week during the above period. **Any** employee choosing this option shall notify the Union President or nominee and Management Representative conducting the sign-up.

Vacations **may** be divided into periods of not less than one (1) week.

Employees with less than one week's credited vacation may not schedule their vacation entitlement during the above mentioned period.

30.9 (16.9)

Subject to the provisions of this Article, all vacations shall be scheduled by the Corporation having regard to seniority and the work and service required to be done and provided.

30.10 (16.10)

Vacation pay shall be paid by the Finance Department in accordance with the vacation schedule completed by permanent employees in accordance with Section 30.7 (16.7)

Accordingly any changes made in such schedule thereafter must be provided to the City Finance Department at least three (3) weeks prior to the date the vacation pay is required - all vacation cheques to cover the pay period falling within the vacation period only.

30.11 (16.11)

This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 31 (20)

HOURS OF WORK AND OVERTIME - DEPARTMENT #1

31.1 (20.1)

The standard work week for permanent and temporary employees, in Department #1, shall be forty (40) hours over five (5) days within any seven (7) consecutive day **period** and shall be paid a minimum of eight (8) hours pay per day worked. Failure to perform **the** work as assigned will result in forfeiture of the minimum for the day. It is understood that the provisions of this Article shall not be a guarantee as to hours of work per week, nor as a guarantee of working schedules.

For purpose of this Article, computation of 8 hours shall include start up time and lunch time..

A permanent or temporary employee who is required to work on their scheduled days of rest shall be paid in accordance with Article 31.12 (20.12.)

This Article shall not apply to employees called-in to work under the provisions of Article 32 (22).

31.2 (220.2)

Permanent and temporary Spare-Board Operators will be provided with two (2) designated days of rest within any seven (7) consecutive day period.

Work which cannot be accomplished by Spare-Board Operators during their regular work week will be offered to all available operators. If insufficient operators volunteer for such work within four (4) calendar days of the actual work assignment, it will be assigned by the Corporation to available Spare-Board **Operators**. **In the event that** such assigned Spare-Board Operator fails to report for work or is unable to accept the work at the time of their assigned work and no other Spare-Board Operator can be assigned including Spare-Board day off operators, the Corporation reserves the right to re-assign the work to any available operator on a reverse seniority basis. Travel time allowance as outlined in **Clause 31.9 (20.9a)** and spread-time as outlined in Clause 31.7 (20.7) of the current Collective Agreement and breaks as outlined in a letter dated August 22, 1979, will not apply. Clause 31.11 (20.11) will not apply in the allocation of such overtime.

31.3 (20.3)

Days off are established in relationship to routes and schedules and, therefore, any rearrangements of days off as between permanent and/or temporary employees shall be subject to the approval of the Assistant Manager of Transit Operations or nominee. It is agreed that time worked under the terms of this section shall not be used in calculating overtime under the provisions of 31.12 (20.12)

31.4 (20.4)

All permanent and temporary employees in Department #1 shall be paid at the rate of time and one-half (1/2) for all work in excess of eight (8) hours and thirty (30) minutes in any one day. Appropriate Government Legislation will be observed for the purpose of calculating overtime payment where required.

31.5 (20.5)

Permanent and temporary employees in Department #1 shall be paid for all scheduled breaks of less than one (1) hour. This Clause will not be in effect while an employee is on a designated rest break and/or eating period.

31.6 (20.6)

Permanent and temporary employees in Department # 1 shall be obliged to perform work up to but not in excess of forty-eight (48) hours per week, provided that with respect to any work in excess of forty-five (45) hours, the Corporation will attempt to allot such work, if any, so as to take into account the reasonable requests of permanent and temporary employees with respect to personal commitments made prior to the allocation of such work so as to minimize so far as practicable, the interference that such work might have with such commitments.

31.7 (20.7)

All permanent and temporary employees in Department #1, shall be paid at the rate of time and one-half (1 1/2) for all time worked in any one work day after eleven (11) hours of spread time. Spread time on scheduled runs shall not exceed twelve and one-half (12 1/2) hours.

31.8 (20.8)

No work worked while on local charters shall be deemed time worked for the purpose of calculating spread time for permanent and/or temporary Spare-Board employees, however, Article 30.4 (20.4) will apply.

Travel Time Allowance

31.9a (20.9a)

Travel allowance for permanent or temporary employees in Department #1 shall be **paid** in accordance with the following chart:

Straight Through Crews

1. Start garage - Finish garage - no travel allowance
2. Start town - Finish town - no travel allowance
3. Start garage - Finish town - travel allowance once
4. Start town - Finish garage - travel allowance once

split Crews

1. Start garage - Finish town
Start town - Finish garage - no travel allowance
2. Start garage - Finish garage
Start town - Finish town - no travel allowance
3. Start town - Finish town
Start town - Finish garage - travel allowance once
4. Start garage - Finish town
Start garage - Finish town - travel allowance twice
5. Start garage - Finish town
Start town - Finish town - travel allowance once

For the purposes of calculating the payment of travel allowance, the travel time allotted to the corresponding radial distance from the Transit Centre entrance shall be used. The straight line distance and the corresponding travel allowance are **identified** in the following manner:

0.0km to less than 0.5km - no travel time allowance

0.5km to less than 2.0km - ten (10) minutes travel time allowance

2.0km to less than 3.5km - fifteen (15) minutes travel time allowance

3.5km to less than 5.0km - twenty (20) minutes travel time allowance

5.0km to less than 6.5km - twenty-five (25) minutes travel time allowance

6.5km to less than 8.5km - thirty (30) minutes travel time allowance

8.5km and greater - thirty-five (35) minutes travel time allowance

*

Note

The only exceptions to the above will be the Fairview Park Mall and Waterloo Town Square relief points which will be twenty-five (25) minutes travel time allowance.

Also to eliminate repetition, the statement "**vice/versa**" may be applied to any of these outlined conditions to determine the payment.

Where transportation is arranged on Sundays and Holidays, no travel allowance will be payable.

31.9b' (20.9b) Travel Time allowed as foresaid shall not be deemed time worked for the purpose of calculating overtime pay and/or spread time pay.

31.10 (20.10) The Corporation shall pay each permanent, or temporary employee in Department #1, ten (10) minutes start-up time when starting at the garage and five (5) minute start-up time when starting anywhere else.

31.11 (20.11) Any work which may require a permanent, or temporary employee in Department #1 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within that Department equitably, The Corporation shall permit the Local President of the Brotherhood or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.

Equitable for employees in Department #1 shall mean that the senior employee off that day who has been offered work on their day off the least or same number of times that calendar year as other employees off that day shall be called first, except where employees indicate in writing they do not wish to be called. Any errors or omissions in the above procedure shall be adjusted by the employees so affected being afforded an extra opportunity to work their day off whenever expedient. Such adjustments shall not be subject to the grievance procedure.

31.12 (20.12) A permanent and/or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

31.13 (20.13) Work performed on Specified Holidays in Department #1 will be paid at time and one-half (1 1/2) the basic rate, plus the regular day's pay for the Holiday.

Work performed after 6:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

31.14 (20.14) There must be at all times eight (8) hours between the end of one shift and the beginning of the next, Spare Board Operators included.

The provisions of this Clause can be waived only by mutual agreement of the affected employee and management. Such mutually agreed exceptions to the eight (8) hour requirement are not subject to the grievance procedure:

ARTICLE 32 (22)

CALL-IN AND CALL-BACK - DEPARTMENT #1

32.1 (22.1) When a permanent and/or temporary employee in Department #1 is called in for any single, special or extra run not operated immediately before or after their regular scheduled run, they shall be given a minimum of two (2) hours work or two (2) hours pay except that with respect to such call-ins on the Holidays referred to herein or on any one of their days of rest, they shall be given the minimum of four (4) hours work or four (4) hours pay.

32.2 (22.3) Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

CHANGE

If an Operator should not report for work by their reporting time, they shall be **dealt** with as outlined in the Letter of Understanding Dated December 23, 1986 attached as Appendix "D".

ARTICLE 33 (23)

SHIFT PREMIUM - DEPARTMENT #1

33.1 (23.2)

In Department #1 there shall be a shift premium of forty-nine (49) cents per hour paid for any full shift commencing after 2:30 P.M.

Where overtime is worked the shift premium shall be paid only for actual **hours** worked.

33.2 (23.3)

The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 34 (24)

SIGN-UPS - DEPARTMENT #1

34.1 (24.1)

There shall be four (4) sign-ups each year for Bus Operators (Department #1). The sign-up work period shall commence on the following days:

- SUMMER - the third Monday in June
- FALL - the first Tuesday following Labour Day in September
- WINTER - the first Monday in December
- SPRING - the second Monday in March,

The sign-up schedule shall be posted four (4) weeks prior to commencement of the sign-up work period.

The sign-up shall state the following for regular operators

- Start and finish times
- Times for lunch break
- Number of hours paid
- Scheduled days off
- Routes to be driven
- Place of report and finish
- Amount of travel time

The Corporation will make **its** best effort *to* provide copies of the sign-up to each member of the union at least **two weeks prior** to the day sign-up takes place. Management has the right to change the format of the **sign up** document.

The sign-up shall be conducted at the Transit Centre from 0800 hours to 1400 hours - two weeks prior to commencement of the sign-up work period. A sign-up schedule shall be posted by management which will list, according to seniority, the names of bus operators who shall be required to sign on the day and times identified.

Bus operators shall be available to sign in person during the hour specified on the sign-up schedule unless a proxy list has been submitted to the Manager of Transit Operations. Each operator shall sign in order of seniority at the direction of the Manager of Transit Operations or nominee.

Individuals not available in person for the sign-up as scheduled must submit a proxy list. The proxy must be signed and dated by the bus operator prior to the scheduled sign-up day. **Any** individual who fails to sign-up as scheduled shall be placed on a **run** at the discretion of the Manager of Transit Operations or nominee in consultation with the Union President or nominee.

Sign-ups for route groupings shall be based on seniority. Any runs left vacant between sign-ups shall be assigned to bus operators at the discretion of the Manager of Transit operations or nominee.

No changes in excess of sixty (**60**) minutes in an individual operator's daily assignment may take place after the sign-up has commenced otherwise a new sign-up will be required.

34.2 (24.2)

Any Bus Operator who is judged by the Corporation as unsatisfactory on the run selected may be removed from such run and placed on the bottom of the seniority list for run selection purposes for the balance of the sign-up period in question. In the case of disagreement, such placement shall be subject to the grievance procedure.

ARTICLE 35 (26)

SAFETY, BANITATION AND HEALTH - DEPARTMENT #1

35.1 (26.1)

The Corporation will endeavour at all times to provide safety appliances, in accordance with Provincial **Labour** Laws, and sanitary conditions consistent with standard industrial practice.

35.2 (26.2)

The Brotherhood agrees that it will co-operate with the Corporation to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.

35.3 (26.3)

Sign reading "Passengers must move to the rear" to be placed in appropriate spot on buses.

ARTICLE 36 (30)

UNIFORMS - 1

36.1 (30.1)

CHANGE

On first issue, permanent employees in Department # 1 may be provided **with** new Operator's uniform by the Corporation. The first clothing issue to a new employee will consist of:

- One (1) tunic/patrol jacket
- One (1) sweater
- Three (3) pairs of trousers
- Six (6) shirts, long and/or short sleeves (when Polo shirts are selected they shall only be worn between May 1 and October 1, inclusive)
- Two (2) ties - choice of clip-on (when available) or regular
- Uniform cap at the employee's option which will **be** replaced as required.

Subsequent issues of uniforms will be at eighteen (18) month intervals and will consist of the following:

- One (1) tunic/patrol jacket **plus** one (1) sweater OR two (2) sweaters at the employee's option. (Sweaters can be either cardigan or **vest** style)
- Three (3) pairs of trousers

- Six (6) shirts, long and/or short sleeves (when Polo shirts are selected they shall only be worn between May 1 and October 1, inclusive)
- Two (2) ties

NEW

Effective October 1, 1993 neckties shall be worn except as outlined herein.

Effective with the Fall 1992 issue and thereafter with uniform issue the Corporation agrees to provide an allowance of twenty-five dollars (\$25) for dry cleaning of uniforms.

A winter cap will be issued once every four (4) years at the appropriate times. The first issue will be made in the Fall of 1985.

A reefer will be issued once every four (4) years, at the appropriate times. The old reefer will be retained by the Operator when new reefers are issued.

One (1) pair of black shoes, will be supplied to permanent employees coincidental with uniform issue following the first issue of two (2) pairs effective January 1, 1989. Employees will be required to attend the suppliers on their own time for issue. For selection purposes the Corporation will provide two (2) pairs of black shoes. One (1) pair will be selected by each permanent employee coincidental with each uniform issue.

Uniforms shall be worn by all permanent employees after the probationary period, while on duty. Ownership of uniforms shall be vested in the Corporation. Uniforms shall only be worn while on duty for Kitchener Transit and to and from work.

Uniform material will be selected after consultation with the Uniform and Grooming Committee.

Alternate clothing may only be worn subject to approval of the Corporation.

During the period April 1st to October 1st inclusive each year, an Operator may remove their necktie. The top button only may be undone, providing the undergarment is not exposed. If the tunic and/or uniform cap is worn, then necktie must be worn

36.2 (30.2)

New permanent employees **may** be provided with new uniforms. If the **first** new uniform issued to a new permanent employee **is** issued within three (3) months of the last general issue of uniforms, the permanent **employee will be** eligible for another uniform at the next general issue.

If such first uniform **is** issued to a permanent employee more than three (3) months after the last general issue of uniforms, the permanent employee will be required to wait until the next general issue before receiving another uniform, provided they be issued extra shirts on the basis of one shirt every three (3) months, to a **maximum** of four (4) shirts.

36.3 (30.3)

Caps may be carried or worn at the permanent and temporary employee's option, but in no event shall any alternative head-wear be worn.

The Corporation may provide each permanent and temporary employee with an identification plate which may indicate the permanent and temporary employee's number. If such plate is provided, the permanent and temporary employees shall carry **it** with them and display **it** on any vehicle being operated by them in such manner as the Corporation may direct from time to time.

36.4 (30.4)

The Corporation may, if **it** desires, provide a new permanent or temporary employee with a used uniform, or part thereof, and such new permanent or temporary employee shall attend as directed by the Corporation, on the permanent or temporary employee's own time, to have any alterations required performed, provided that the alterations shall be **paid** for by the Corporation if the amount of such expenditure is approved by the Corporation prior to the account being incurred. New permanent employees are to be provided with a new uniform at the next general issue of uniforms at which time they **will** be issued with three (3) pairs of trousers as a one time issue.

ARTICLE 37 (36)

WAGE RATES

37.1 (36.1)

The new wage rates and **job** titles for the duration of this Agreement will be set forth in Schedule "A" and shall **form** part of this Agreement.

37.2 (36.2)

All new employees will be paid the starting rate of the job title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their job title.

DEPARTMENT #2

ARTICLE 38 (7)

PROBATION OF EMPLOYEES DEPARTMENT #2

38.1 (7.2a)

All persons in Department #2 hired to be permanent employees shall be on probation for six (6) consecutive months, and no disputes as to the discharge of any such persons shall be considered under the Grievance Procedure or otherwise.

(7.2b)

In the event that an employee, hired as full time has had temporary service in Department #2 in the same classification within the past twenty-four (24) months, the employee will have one-half (1/2) of their previous temporary service to a maximum of three (3) months credited against their full time probationary period.

ARTICLE 39 (8)

SENIORITY

39.1 (8.1)

The Corporation shall post separate seniority lists for Department #1 and #2 in November of each year, showing names, positions and seniority date of each permanent employee. The Local President of the Brotherhood shall be provided with copies of said seniority lists.

39.2 (8.2a)

Seniority shall govern within the respective departments, provided that the permanent employees affected are of equal skill, ability and competence. The last permanent employee hired in a department shall, in the case of layoff, be the first laid off, and the last permanent employee laid off, shall be the first rehired.

(8.2b)

When a permanent vacancy occurs on any shift in Department #2, the permanent employee with the most seniority on any shift shall be given the option for transfer to the permanent vacancy within their occupation. The transfer will become effective as soon as a replacement becomes available, or at such earlier date deemed suitable by the Corporation.

New permanent employees hired for the night shift, may be permitted up to a two (2) months trial period on the day shift before being assigned to the night shift, and during such trial period no permanent employee, as a result thereof, will be displaced from their assigned shift.

CHANGE (8.2c)

When appointing an employee in Department #2 to a temporary work assignment necessitated by fluctuating workload, a notice of such temporary work assignment will be posted by the department. Due regard will be paid to seniority between qualified applicants when such an appointment is made.

CHANGE

The above will **apply** only to temporary work assignments of more than sixty working days duration.

NEW

If there is a preferred shift involved such as days first consideration must be given to qualified employees by seniority within the affected garage before appointing an employee from another garage.

39.3 (8.3)

Seniority status once acquired by permanent employees will be lost only for the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for proper cause not reversed through the Grievance Procedure;
- (c) Subject to the provisions of Article 13 (17) herein, continuous non-employment, including layoff or any authorized leave of absence but not including sickness or accident, for a period of time equal to one-half (1/2) of the length of their seniority at the time of layoff or leave, or for a period of twelve (12) continuous months, whichever is lesser:
- (d) Continuous non-employment by reason-of sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time of commencement of absence, or for a period of twenty-four (24) months, whichever is the lesser:
- (e) Failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Corporation by Registered Mail sent to the permanent employee at the last address provided by the permanent employee to the Corporation, and failure to return to **work** after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time **for** a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

(f) Absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Corporation shall not be obligated to rehire them.

39.4 (8.4)

If any permanent employee with at least five (5) years seniority becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other **job** for which they have the qualifications and abilities to fill at the prevailing rate for the new **job**.

39.5 (8.5)

A permanent employee, transferred or promoted to a position outside of the Bargaining Unit shall continue to accumulate seniority the same as if they were working at the **job** at which they were working when so transferred or promoted for a period of seven (7) calendar months, unless prior to the expiration of seven (7) calendar months they are returned to the Bargaining Unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.

If a promoted or transferred permanent employee returns to Department #2 within the seven (7) month period referred to above they shall return to the job at which they were working when so transferred.

So long as a permanent employee who has been promoted or transferred continues to accumulate seniority in a department, their name shall be shown on such department's seniority list.

If a permanent employee is temporarily acting in a supervisory position, they shall continue to accumulate seniority, and any disciplinary action, with respect to such permanent employee, shall be subject to the Grievance Procedure.

ARTICLE 40 (9)

JOB POSTING - DEPARTMENT #2

40.1 (9.1)

With respect to positions in Department #2 - the Corporation shall post a notice of the vacant position(s) in all departments covered by this Agreement, five (5) calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

If a position in Department # 2 is posted and subsequently filled from outside the Bargaining Unit, by a probationary employee, that position need not be reposted for a period of three (3) months, from the date of the expiration of the posting. In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Corporation shall not be required to repost the position when recruiting for said position.

Such notices or permanent **job** postings shall contain the following information:

Nature of position, i.e. department and type of work, required knowledge and education, ability and skills, whether day, evening or night shift, and wage rate.

Any application for a posted position shall be in writing and shall be addressed to the City HUMAN RESOURCE DEPARTMENT and be signed by the applicant and delivered to the said office on or before the date specified in the posting.

40.2 (9.2)

In filling a posting for any job, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the permanent employee with the greater seniority shall be selected.

40.3 (9.3)

The Brotherhood shall be advised in writing as to the outcome of all **job postings** and appointments, cancellations or changes, **within seven (7) calendar days** from date of occurrence: **An** objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance **with the** Grievance Procedure.

40.4 (9.4)

The Brotherhood shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

40.5 (9.5)

A vacancy for a Supervisor shall be posted for a period of seven (7) calendar days. The Corporation shall give first consideration to applicants from Department #2, however, the Corporation shall not be obligated to select a Supervisor from the applications submitted from Department #2 employees.

An objection by the Brotherhood to the outcome of this selection process as outlined in this Clause cannot be processed through the Grievance and Arbitration Procedure.

ARTICLE 41 (16A)

VACATIONS - DEPARTMENT #2

41.1 (16a.1)

The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31st.

41.2 (16a.2)

Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis.

Less than 1 year	-	1 day per completed calendar month of service (maximum ten (10) working days)
Not less than 1 year But less than 3 years	-	2 weeks
Not less than 3 years But less than 10 years	-	3 weeks
Not less than 10 years But less than 17 years	-	4 weeks

Not less than 17 years - 5 weeks
But less than 25 years

Not less than 25 years - 6 weeks

CHANGE

41.3 (16a.3) Effective January 1, 1994 vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay as of the end of the vacation year (October 31st) **plus** shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holidays, and shift premiums in addition to gross hourly wages earned including overtime.

41.4 (16a.4) Department #2 employees shall receive forty (40) hours of pay for each week's vacation to which they are entitled.

41.5 (16a.5) When the employment of a permanent employee is terminated, they shall be paid a proportionate amount of salary or wage for unused or accrued vacation credits.

41.6 (16a.6) Vacations must be taken within the twelve (12) month period following the year in which they were earned and shall not be accumulated.

41.7 (16a.7) A vacation schedule shall be posted by the Division Superintendent on March 1st or within seven (7) days thereafter in each year, and permanent employees shall arrange with the Superintendent in person or by proxy, to indicate on the schedule their vacation periods (to be settled by way of seniority). The vacation schedule shall be completed by all permanent employees on or before April 1st in each year.

41.8 (16a.8)
CHANGE

Employees entitled to four (4) or more weeks vacation **may** be granted the privilege of carrying two (2) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Fleet by no later than two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of management.

Where such permission is granted, the two (2) week's carry-over must be signed for in accordance with the normal vacation sign-up procedure, the next vacation sign-up.

41.9 (16a.9)

Subject to the provisions of this Article, all vacations shall be scheduled by the Corporation, having regard to seniority and the work and service required to be done and provided.

41.10 (16a.10)

Vacation pay shall be paid by the Finance Department in accordance with the vacation schedule completed by permanent employees in accordance with Section 41.7. (16a.7)

Accordingly any changes made in such schedule thereafter must be provided to the City Finance Department at least three (3) weeks prior to the date the vacation pay is required - all vacation cheques to cover the pay period falling within the vacation period only.

41.11 (16a.11)

This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 42 (21)

HOURS OF WORK AND OVERTIME IN DEPARTMENT #

42.1 (21.1)

The standard work week for permanent or temporary employees in Department #2 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

42.2 (21.2)

Permanent and temporary employees in Department #2 will be provided with a paid twenty (20) minute break during the middle section of their shift in addition to a ten (10) minute rest period during the first half of their shift.

Rest and break periods will be taken on the job site unless otherwise authorized by management.

42.3 (21.3)

Permanent and temporary employees in Department #2 shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of eight (8) hours in any one day.

42.4 (21.4)

A permanent or temporary employee who is required to **work** on any **of** their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for **all** hours worked.

42.5 (20.11)

Any work which may require a permanent or temporary employee in Department #2 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within Department #2 equitably. The Corporation shall permit the Local President of the Brotherhood or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.)

42.6 (21.5)

Work performed on Specified Holidays in Department #2 will be paid at time and one-half (1 1/2) the basic rate plus the regular day's pay **for** the Holiday.

Work performed after 6:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

42.7 (21.6)

Employees scheduled for "stand-by call" for a weekend of two to four (2 - 4) consecutive days shall receive eighteen dollars (\$18.00) per day for such duty and in addition all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

ARTICLE 43 (22)

CALL-IN AND CALL-BACK - DEPARTMENT #2

43.1 (22.2)

A permanent or temporary employee in Department #2 shall **be** deemed to have been called-in or called-back when they received notice of work to be performed after they have left the Corporation's premises.

A permanent or temporary employee in Department #2 called-back on one of their regularly scheduled work days shall be given a minimum of two (2) hours **work** or two (2) hours pay. If called-in to **work** on **one** of their days of rest or Specified Holidays, they shall receive a minimum of four (4) hours work or four (4) hours pay.

43.2 (22.3)

Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions,

43.3 (22.4a)

Employees in Department #2 who are unable to assume their normal duties on any day shift, must notify their immediate supervisor prior to the commencement of their regular shift.

Employees in Department #2 are requested to give a minimum of four (4) hours advance notice to their immediate supervisor when on second and third shift operations.

ARTICLE 44 (23)

SHIFT] [- DE RTMENT #2

44.1 (23.1)
CHANGE

In Department #2, there shall be a shift premium paid for afternoon shifts and for night shifts. A fifty-four cents (54) per hour premium will apply where the major portion of the shift falls between 3:00 P.M. and 11:00 P.M.

A fifty-nine cents (59) per hour premium will apply where the major portion of the shift falls between 11:00 P.M. and 7:00 A.M.

Where overtime is worked, the shift premium shall be paid only for actual hours worked.

44.2 (23.2)

The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 45 (26)

SAFETY, SANITATION AND HEALTH

45.1 (26.1)

The Corporation will endeavour at all times to provide safety appliances, in accordance with Provincial Labour Laws, and sanitary conditions consistent with standard industrial practice.

45.2 (26.2)

The Brotherhood agrees that it will co-operate with the Corporation to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.

45.3 (26.4)

All permanent and temporary employees in Department #2 shall be provided with safety footwear according to the Corporation's Safety Footwear Policy.

ARTICLE 46 (27)

TOOLS

46.1 (27.1)
CHANGE

The Corporation agrees to provide an allowance of three hundred and fifty dollars (\$350.00) annually, payable in the month of December, upon presentation of receipts to apply to Licensed Motor Mechanics, Licensed Bodyperson Machinists and Small Engine Repairperson.

46.2 (27.2)
CHANGE

The Corporation agrees to provide an allowance of two hundred and fifty dollars (**\$250.00**) annually payable in the month of December, upon presentation of receipts to apply to apprentice Motor Vehicle Mechanics, Mechanic's Helper, Small Equipment Repairperson and Welder Fabricator.

ARTICLE 47 (30A)

UNIFORMS - DEPARTMENT #2

47.1 (30a.1)

All permanent employees in Department #2 will be issued with the following:

- Four (4) shirts - long and/or short sleeves
- and/or T-shirts
- Three (3) pairs of trousers.

CHANGE

CHANGE

All items will be replaced as required however before authorization is issued for such replacement items must be stamped by a Supervisor. Items that have been stamped will not be required to be turned in. All apparel must be maintained in a neat and clean condition by the employees.

An insulated vest will be issued to permanent employees in Department #2 every four (4) years, commencing with the Fall of 1986.

47.2 (30a.2)

All employees in Department #2 shall be supplied with clean coverall service by the Corporation each week to the extent of three (3) coveralls per week for year round use.

47.3 (30a.3)

Rubber galoshes, buckled with light felt-type lining, will be issued for winter use, to be worn over the work shoes. The Corporation will supply gloves appropriate to needs for Department #2 on an individual merit basis. Worn out galoshes and gloves must be exchanged for new issues.

47.4 (30a.4)

All permanent and temporary employees in Department #2 shall be supplied with a Hydro Parka on commencement of duties and it shall be replaced on an as needed basis.

47.5 (30a.5)

Clothing material will be selected after consultation with the Union.

ARTICLE 48 (34)

EMPLOYEES

48.1 (34.1)

Apprentice Employees - The Corporation and the Brotherhood agree that the Corporation may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of the Apprenticeship and Tradesmen's Qualification Act, R.S.O. 1970, C.24 and amendments thereto, and the Regulations pursuant thereto, shall apply.

48.2 (34.2)

It is intended that during the first six (6) months of an apprenticeship, the minimum wages as called for in the Regulations will be paid but after the six (6) months period any greater amount will be paid in accordance with the existing Collective Agreement, (see Schedule "A") which may so provide.

48.3 (34.3)
CHANGE

It is understood and agreed that after an Apprentice has successfully served their apprenticeship with the Corporation and becomes qualified in their trade, then they will receive the pay rate for their Licensed Job Title. However, they must accept whatever position is available within their Job Title, regardless of shift.

48.4 (34.4)

It is further understood and agreed that an Apprentice will not have any **job** posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stays on as a Corporation employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them.

ARTICLE 49 (36)

WAGE RATES

49.1 (36.1)

The new wage rates and **job** titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

49.2 (36.2)

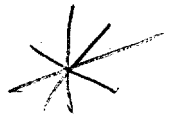
All new employees will be **paid** the starting rate of the **job** title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their **job** title.

49.3 (36.3)

If in Management's opinion, a skilled tradesperson's performance and work output is satisfactory, the six (6) months' pay progression period may be reduced to three (3) months. The new employee's probation period will not, however, be shortened.

ARTICLE 50 (38)

TERMS OF AGREEMENT



50.1 (38.1)

This Agreement shall become effective **as** of 12:01 A.M. on January 1, 1993 and shall remain in full force and effect until midnight December 31, 1993, and thereafter **it** shall **automatically** be renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend it.

Such notice shall be given not earlier than ninety (90) days and not later than thirty (30) days before the expiry date of this Agreement, or of any subsequent period in which this Agreement remains in force. Any changes which may be deemed necessary in this agreement may be made at any time upon mutual consent during the existence of this Agreement or any renewal thereof.

'IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, duly attested by the hands of their proper officers in that behalf respectively.

DATED AT KITCHENER, ONTARIO, this 25th day of October, 1993

THE CORPORATION OF THE CITY OF KITCHENER

D.V. Cardillo

Dominic V.P. Cardillo,
Mayor.

[Signature]

Robert W. Pritchard,
City Clerk.

THE CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT & GENERAL WORKERS,
LOCAL #304

Cy Hoadley

Cy Hoadley
C.B.R.T. Representative.

William Mazzoness

President

[Signature]

Local Chairperson

SCHEDULE "A"

1993 JOB TITLES AND HOURLY WAGE RATES
 (includes an across-the-board increase of 1.5%)
Effective January 1, 1993

=====

<u>DEPARTMENT #1</u>	-	JOB TITLES
New Operator Training Rate		\$12.83
Bus Operator		
- 1st 6 months		\$15.61
- 2nd 6 months		\$15.79
- Thereafter		\$16.09

<u>DEPARTMENT #2</u>	-	JOB TITLES	
		Min.	Max.
General Labourer		\$14.39	15.00
Automotive Service Attendant		\$15.72	16.33
Mechanic's Helper		\$15.95	16.53
Small Equipment Repairperson		\$15.95	16.53
Welder Fabricator		\$16.26	16.86
Certified Automotive Painter		\$16.45	17.03
Small Equip. Repair (Licensed)		\$16.47	17.06
Welder Fabricator (Licensed)		\$16.79	17.39
Machinist		\$16.86	17.49
Machinist (Licensed)		\$17.39	18.00
Automotive Bodyperson (Licensed)		\$17.39	18.00
Mechanic A ("A" Licence)		\$17.39	18.00
Mechanic AI ("A"+ Diesel End.)		\$17.70	18.32
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)		\$17.87	18.48
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)		\$18.03	18.65

SCHEDULE "A"

1993 JOB TITLES, AND HOURLY WAGE RATES
 (includes an across-the-board increase of .5%)
 Effective July 1, 1993
 =====

<u>DEPARTMENT #1</u>	-	JOB TITLES
New Operator Training Rate		\$12.89
Bus Operator		
- 1st 6 months		\$15.69
- 2nd 6 months		\$15.87
- Thereafter		\$16.17

<u>DEPARTMENT #2</u>	-	JOB TITLES	
		Min.	Max.
General Labourer		\$14.46	15.08
Automotive Service Attendant		\$15.80	16.41
Mechanic's Helper		\$16.03	16.61
Small Equipment Repairperson		\$16.03	16.61
Welder Fabricator		\$16.34	16.94
Certified Automotive Painter		\$16.53	17.12
Small Equip. Repair (Licensed)		\$16.55	17.15
Welder Fabricator (Licensed)		\$16.87	17.48
Machinist		\$16.94	17.58
Machinist (Licensed)		\$17.48	18.09
Automotive Bodyperson (Licensed)		\$17.48	18.09
Mechanic A ("A" Licence)		\$17.48	18.09
Mechanic AI ("A"+ Diesel End.)		\$17.79	18.41
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)		\$17.96	18.57
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)		\$18.12	18.74

APPRENTICE

First six months - wages as provided in the Regulations pursuant to the Apprenticeship and Tradesmen's Qualifications Act.

Thereafter - Labourer's rate or wages as provided in the Regulations pursuant to the Apprenticeship and Tradesmen's Qualifications Act whichever is the greater.

TEMPORARY AND PART-TIME PERSONNEL

Pay hourly rates as per job classifications.

LEAD HANDS

Shall be paid a rate of forty (40) cents per hour above the basic rate while so occupied.

CERTIFICATION (CHANGE)

Permanent employees in Department #2 who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will be reimbursed by the Corporation for seventy-five percent (75%) of the Certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.

OPERATOR TRAINING PREMIUM

Operators selected by the corporation for the purpose of training new operators on the job will receive forty (40) cents per hour above their basic rate, while so occupied.

When an employee is transferred, they shall be paid:

- 1) when transferred to a higher classification, at least the minimum for the new classification; but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer;
- 2) when transferred to a lower classification, they shall receive the rate for the new classification which is closest to the rate they were receiving immediately prior to the transfer.

SCHEDULE "B"

PERMANENT EMPLOYEE BENEFIT PROGRAM

Effective on the first of the month following ratification of a new Union Agreement, the Corporation will pay one hundred percent (100%) of the cost of the following benefits:

- a) **ONTARIO HEALTH INSURANCE PLAN (O.H.I.P.)**
(covers hospital, surgical and medical benefits)

- b) **EQUIVALENT TO BLUE CROSS EXTENDED HEALTH PLAN**
(includes eye glasses, contact lenses, \$180.00 per family member every twenty-four (24) months. Semi-private-hospital coverage and Paramedic Rider (Chiropractic benefit of \$15.00 per visit to a maximum of \$300 per calendar year (after OHIP has been exhausted). Hearing Aid Benefit \$300/24months)

- c) **GROUP LIFE INSURANCE PLAN**
(equivalent to 200% of annual earnings to the nearest \$500.00. Life Insurance coverage is not extended to include dependents).

- d) **DENTAL PLAN**
{equivalent to Blue Cross Dental Plan #9.
Current O.D.A. Fee Schedule)

Orthodontics

50% co-insurance \$1,500 lifetime maximum effective June 1, 1989.

Dental Rider #2 50% co-insurance \$500/5 years effective January 1, 1992

- e) **LONG TERM DISABILITY INSURANCE PLAN (L.T.D.)**
(equivalent to the policy with the present Insurance Carrier)

SICK LEAVE PLAN

Sick Leave Benefits - as specified in the city's By-Law #73-20P

Permanent employees of the Corporation for the date of employment are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service.

An employee whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for this unused accumulated sick leave credits accumulated after April 1, 1953, on the basis of regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee having not less than five (5) years' service, whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, accumulated after April 1, 1953, on the basis of regular salary or other remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

In addition to the amount payable for sick leave credits earned after April 1, 1953, there shall also be payable on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

Subject to the approval of City Council, an employee may elect to have the sick leave credits payable on termination, paid in instalments, rather than in a lump sum.

An employee on approved leave of absence in excess of thirty (30) calendar days, shall not receive sick leave credits during the period of such leave.

PENSION PLANS

All permanent employees not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM plan (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for service after enrolment in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan.

Benefits to supplement the basis Plan are included in the two Agreements described below:

1. Type 1 Supplementary - credited service prior to employer's enrolment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have 30 years of service with the Corporation.

Each member shall contribute toward the cost of the Plan and the Corporation shall pay in accordance with O.M.E.R.S. regulations.

Compulsory retirement for all permanent employees is - the end of the calendar half year in which the employee reaches sixty-five (65) years of age, unless an extension of this period is approved by mutual agreement between the Brotherhood and the Corporation.

Any changes to these plans other than those initiated by O.M.E.R.S. to be agreed upon by the Corporation and the Brotherhood.

EMPLOYEES ARE REQUESTED TO READ THE O.M.E.R.S. BOOKLET FOR DETAILED INFORMATION.

COMPENSATION BENEFITS

Where as a result of injuries received by an employee while in the course of employment with the Corporation, an employee is entitled to receive temporary total disability payments from Workers' Compensation Board of Ontario, the Corporation shall pay to such employee an amount equal to ninety percent (90%) of his/her average weekly earnings minus the amount of total temporary disability payments for the Workers' Compensation Board, and such payment shall not be deducted from the employee's accumulated sick leave. Average weekly earnings shall have the same meaning as it does from time to time under the provisions of the Workers' Compensation Act and the regulations thereunder.

City of Kitchener

EX INDUSTRIA PROSPERITAS



ADMINISTRATIVE SERVICES DEPARTMENT,
PERSONNEL DIVISION

City Hall, Box 1-118
Kitchener, Ontario, Canada
Postal Code N2G 4G7

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS, LOCAL #304

The signatures affixed to this document constitutes agreement on the following issue:

Consistent with past practice the provisions of Clause 22.4(b) will be superseded by the following Late Slip Administration:

- 1) Pink Late Slip
If Report Time is missed, a Pink Slip is issued. No penalties, excepting a high frequency over a short period will cause an interview.
- 2) White Late Slip
 - a) Missed Report Time
 - b) Missed Start Time and leaving time at report point. A White Late Slip is prepared and:
 1. If a person call; in, he is told to report as soon as possible and is put on his unit. His pay commences when he arrives on the property (vehicle).
 2. If the person does not call in, Dispatch will try to contact, and person will be assigned some duty either as a Spare, or assume the responsibility of the remainder of his shift. The White Slip is issued and signed.

... 2

These slips accrue for the period of one (1) year and one (1) day from the date of the FIRST OFFENCE.

A letter is issued to the offender telling him the date of his offence and the number (1 - 2 - 3). With the THIRD offence, a **second** letter with the regular letter warns the offender of suspension on his next (4th) offence. Also, he is given the **date** his record clears to zero (one year and one day from the date of the FIRST offence). Subsequent...lates (4 - 5 - 6 etc..) are dealt with by increasing the suspensions.

This Letter of Understanding shall remain in effect until such time as a replacement contract for 1986 - 1988 contract is mutually ratified or until amended by mutual agreement of the Parties.

DATED AT KITCHENER, this 23rd day of December, 1986.

FOR C.B.R.T. LOCAL #304

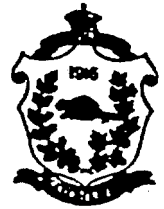
FOR THE CORPORATION OF THE
CITY OF KITCHENER

Bill Morrison

Anna Kuhlmann

Joseph Duran

Gail Meyer



ADMINISTRATIVE SERVICES DEPARTMENT
PERSONNEL DIVISION

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND **GENERAL WORKERS, LOCAL #304**

City Hall, Box 1-118
Kitchener, Ontario, Canada
Postal Code N2G 4G7

The signatures affixed to this document constitutes agreement on the following issue:

"Clause 20.10 of the 1986 - 1988 Collective Agreement will not apply to Bus Operators who are returning from designated eating periods which are twenty (20) minutes in total duration. **Bus** Operators returning from a designated eating period which exceeds twenty (20) minutes in duration shall be paid a start-up in accordance with Clause 20.10 of the Collective Agreement."

This Letter of Understanding shall remain in effect until such time as a replacement contract for 1986 - 1988 contract is mutually ratified or until amended by mutual agreement of the Parties.

DATED AT KITCHENER this 23 day of December, 1986.

FOR C.B.R.T. LOCAL #304

FOR THE CORPORATION OF THE
CITY OF KITCHENER

Bill Morrison

Joseph Peterson

Bruce Kuchler

Carl Meyer

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN BROTHERHOOD OF RAILWAY & TRANSIT WORKERS LOCAL, 304

AND

THE CORPORATION OF THE CITY OF KITCHENER

The signatures affixed to this letter of understanding constitute acceptance of the following matter:

HOURLY RATE INCREASE - MR. ROGER MUELLER AND MR. RANDY ROBERTS

The hourly rates paid to Mr. Roger Mueller and Mr. Randy Roberts will be increased by 25 cents providing the following qualifications are maintained:

- 1; That the majority of any forty (40) hours worked is directly related to upholstery work in the case of Mr. Roger Mueller and tire service/repair in the case of Mr. Randy Roberts.
- 2. In the event that either employee changes their positions 2s Service Attendant performing upholstery work or tire service/repair this agreement will terminate.

This agreement does not apply to employees other than the two (2) individuals so named in this letter.

The above to be ~~effective January 1, 1991~~ ^{DATE OF RATIFICATION} By BOTH PARTIES

Dated at Kitchener this 14th day of March, 1991

FOR CBRT LOCAL 304

FOR THE CORPORATION

[Handwritten signatures for CBRT Local 304]
 Rep.
 Paul [unclear]
 Vernon Redman
 Dennis [unclear]

[Handwritten signatures for the Corporation]
 [unclear]
 Roy Miller
 [unclear]
 Roger Guba