

1996 - 1998 COLLECTIVE AGREEMENT  
BETWEEN



THE CORPORATION OF THE CITY OF KITCHENER  
AND

**CAW  TCA**  
**CANADA**  
**LOCAL 4304**

NATIONAL, AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW - CANADA) LOCAL #4304

KITCHENER, ONTARIO

*\** January 1, 1996 - December 31, 1998

SOURCE	Union	
EFF. DATE	96/01/01	01
TERM.	98/12/31	
No. OF EMPLOYEES	249	
NO. D'EMPLOYÉS	249	

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1996-98 C.A.W. LOCAL #4304 Collective Agreement

1996 COLLECTIVE AGREEMENT

**THIS** AGREEMENT **MADE THIS** 22ND DAY OF February A.D. 1996.

**BETWEEN:**

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter referred to as the "Corporation")

**AND**

NATIONAL **AUTOMOBILE**, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS **UNION** OF CANADA (CAW-CANADA) LOCAL #4304

(hereinafter referred to as the "Union")

## 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 Union, 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.
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## ARTICLE 2: RECOGNITION

- 2.1 \*\* The Corporation recognizes the Union as the sole bargaining agent of all its Transit Division Bus Operators, **Fleet Division Licensed Motor Vehicle Mechanics and related service personnel save and except Supervisors, 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 Union 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, **discipline** for **just cause** 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.

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- 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 its exclusive responsibility.

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### ARTICLE 4: RULES AND REGULATIONS

- 4.1 \*\* The corporation has the right to make reasonable rules and regulations for the purpose of efficiency and discipline. The Corporation will discuss with the Union all proposed changes in rules and regulations, seven (7) calendar days prior to such **change(s)** taking place, unless an emergency warrants immediate implementation. The Union may respond to such changes within the same seven (7) calendar days should **they** wish to do so.

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### ARTICLE 5: CHECK OFF

- 5.1 \*\* During the **term** of this Agreement, there shall be a compulsory check-off of Union dues upon all permanent full-time, part-time and temporary employees of the Corporation to which this agreement applies.
- 5.2 \*\* Dues are defined for the purpose of **this** Clause **as** the Regular Union dues and initiation fees **as** prescribed by the constitution of the Union.
- 5.3 \* a) The Corporation will upon completion of an authorization card, signed by an employee covered by Clause 5.1 deduct Union dues Weekly.
- b) **An** initiation fee of twenty (20) dollars shall be deducted by the Corporation **from** the first pay period of an employee after being hired.
- c) The Corporation shall be notified **in** writing by the Union thirty (30) working days prior to any **required** change **in** deductible assessments.
- 5.4 \* Such deductions will **be** made by the Finance Commissioner of the Corporation **from** the payroll weekly, and shall be forwarded to the Financial Secretary of Local 4304 not later than the 15th day of the



month following in respect of ~~which~~ deductions have been made, accompanied by a list of all employees ~~from~~ whose wages the deductions have been made.

- 5.5 \* The Corporation agrees to include ~~on~~ an employees T-4 slip for Income Tax purposes the total ~~Union~~ dues paid for the year excluding any initiation fees.
- 5.6 \* The ~~Union~~ agrees to indemnify and save the Corporation from claims or other forms of liability that might arise out of, or by ~~reason~~ of, deductions made or payments made in accordance with this Collective Agreement.

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**ARTICLE 6: STRIKES AND LOCKOUTS**

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

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**ARTICLE 7: CORRESPONDENCE**

- 7.1 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 Union ~~by the~~ City Clerk.
- 7.2 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 ~~Union~~, 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.

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**ARTICLE 8: LAYOFF AND RECALL**

- 8.1 \*\* a) In the event of a layoff, permanent full-time employees shall ~~be~~ laid off by job classification within their Department. The last employee hired in a classification shall be the first employee laid off in that classification, and the last employee laid off in that classification shall be the first employee recalled to that classification subject to Article ~~28.3~~ and Article ~~39.3~~.

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- \*           **b) Seniority shall govern within the respective department, provided that the permanent employees affected are of equal skill, ability and competence.**
- 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 laid 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 laid **off** and recalled.
- 8.6       Seniority protection for the purpose of recall shall be in **accordance** with Article **27** and Article **38** Seniority.

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### ARTICLE 9: UNION REPRESENTATION

- 9.1       The Bargaining Committee of the Union 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 Union will advise the Corporation of its appointees **to** the Bargaining Committee.
- 9.2       The Corporation acknowledges the right of the Union to appoint **or** otherwise select a Grievance Committee.

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- 9.3 The Union 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 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the corporation.
- 9.5 \*\* All representatives of the Union who are **granted** time off during their regular work period to adjust a grievance or possible grievance, or meet with Corporation representatives on Union business, or for bargaining for a Collective Agreement, shall be paid for such time at their basic hourly rate, **and shift and licence premiums**, not to exceed their regular daily hours of work.
- 9.6 (1) A Grievance Committee person ~~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 Committee person 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 Committee person will inform that Supervisor of the nature of the grievance they are investigating.
- (4) If requested by the Grievance Committee person, 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 Committee person **and** the aggrieved **permanent employee**, or **one representative in the case of a Group Grievance**, 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 Committee person and the aggrieved **permanent employee** or **group representative**.
- (6) The Grievance Committee person will inform the aggrieved **perma-**nent employee's Supervisor when the investigation **is** completed. The Grievance Committee person will also ~~inform~~ their Supervisor of their return to their regular job.

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(7) The Corporation shall not be liable for the pay of any ~~member~~ of the Union Executive or other permanent employee represented by the Union 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.

9.7 \* ~~The Union President or designate will be relieved from work and allowed twenty (20) minutes to acquaint a new employee(s) with the Collective Agreement and the Union's function within one (1) month of the hire date of the new employee(s). The aforementioned twenty (20) minutes will be scheduled by the Corporation. If the orientation is scheduled during non-working hours, a maximum of twenty (20) minutes straight time hourly rate will be paid.~~

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### ARTICLE 10: GRIEVANCE PROCEDURE

10.1 \*\* 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 as days only, it is agreed that Saturdays, Sundays and paid Specified Holidays except Floating Holidays are excluded.

#### Step 1

It is understood that a permanent employee has no grievance until they have first given their Supervisor or the Assistant Manager of Transit Operations or their nominee, as the case may be, an opportunity of adjusting their complaint.

In discussing such complaint, the permanent employee or the Corporation may request the presence of a Union representative.

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Such complaint shall be discussed with the Supervisor or the Assistant Manager of **Transit** Operations or nominee, within **five (5) days** after the circumstances giving rise to the complaint having occurred, and failing settlement, it may then be taken up as a grievance within **three (3) days** following the decision of the Supervisor or the Assistant Manager of Transit Operations or nominee.

### Step 2

The aggrieved permanent employee shall submit their grievance in writing to the Local Chairperson.

If the Grievance Committee of the Union considers the grievance to be justified, the permanent employee(s) concerned, together with the Grievance Committee, shall first seek to settle the dispute at a meeting with the Division Manager or nominee. The written grievance signed by the aggrieved permanent employee(s) must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated.

The Division Manager or nominee, will deliver their decision in writing within five (5) days following the day on which the grievance is presented to them. The Division Manager or nominee, will also distribute copies of the original grievance and their answer to the **Supervisor concerned or Assistant Manager of Transit Operations, the Director and the Commissioner concerned.**

Failing settlement - then Step 3 may be invoked.

### Step 3

Within **five (5) days** following the decision under Step 2, the Grievance Committee may submit the written grievance to the **Corporation's Human Resources Officer (Labour Relations) or designate.**

**A meeting will be held within seven (7) days at which time the matter will be reviewed. The Human Resources Officer (Labour Relations) or designate will deliver their decision within seven (7) days from the date on which the meeting was held under Step 3.**

Failing settlement under **Step 3, it may be submitted to Arbitration in accordance with Clause 10.3.**

- 10.2 \*\* A policy grievance arising directly between the Corporation and the Union alleging a violation of this Agreement, in regard to which an individual permanent employee could not grieve, may be originated under Step 3.

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Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Article 11.

Such grievance by the Corporation or by the Union as ~~provided~~ in this Clause, may be lodged at any time within **twenty (20) full** calendar days after the circumstances giving rise to such grievance occurred ~~or~~ originated.

- 10.3 \*\* 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.

If no written request for Arbitration is received within **twenty (20) full** calendar days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

- 10.4 Replies to grievances shall be in writing at all stages.
- 10.5 All agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation and Union and the permanent employee(s).
- 10.6 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 Where no answer is given within the time limits specified in the Grievance Procedure, the permanent employee(s) concerned, the Union and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 10.8 The Corporation will supply the necessary facilities for the Grievance meeting.
- 10.9 \* **A grievance arising from a complaint invoking more than one (1) permanent employee may be considered a group grievance. The names and payroll numbers of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee to be present at any step in the grievance procedure.**

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**ARTICLE 11: ARBITRATION**

- 11.1 \*\* Any dispute or grievance which has been carried through all stages of the Grievance Procedure in accordance with the Collective Agreement and which has not been settled, will be referred to a Single Arbitrator pursuant to the Ontario Labour Relations Act, at the request of either of the parties hereto, (subject to time ~~limits~~ in Clause 10.3).
- 11.2 \*\* The expense of the arbitrator shall be shared equally between the parties.
- 11.3 The time limits fixed in both the grievance and arbitration procedure, may be extended by mutual consent of the parties to this Agreement.
- 11.4 \*\* At any stage of the grievance or arbitration procedure, the parties may have the assistance of the grievor(s) and/or any other relevant witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator 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.
- 11.5 \*\* The decision of the Arbitrator shall be binding on both parties. The Arbitrator 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.

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**ARTICLE 12: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE**

- 12.1 \* The following procedure is meant ~~as a~~ guideline for the Corporation's investigation of alleged misconduct of an employee:
1. When the Department Manager or designate deems it necessary to interview an employee, the employee will be interviewed ~~in~~ order to ascertain information ~~as well as~~ the employee's views on the matter. Care will be taken to ensure privacy during the interview. If the employee requests ~~a~~ Union representative, ~~a~~ Union representative will be present.
  2. Upon completion of the Corporation's investigation, the employee and the Union will be advised verbally of the conclusions(s) reached.

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**3. Nothing in this Article shall be construed as restricting the Corporation's right to suspend without pay an employee pending the outcome of an investigation.**

12.2 \*\* When disciplining in writing an employee, either as a consequence of Clause 12.1 or otherwise, such notice shall be forwarded to the last known address of the employee.

A copy of such notice shall be given to the Union.

Such notice may be given verbally to the employee in question, prior to confirmation in writing.

12.3 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.

12.4 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.

12.5 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.

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**ARTICLE 13: SPECIFIED HOLIDAYS**

13.1 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 suc-



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

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### ARTICLE 14: LEAVE OF ABSENCE

14.1 \*\* Leave of absence without remuneration will be granted for Union business and may be granted to any permanent employee up to a maximum of three (3) months.

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*During such leave of absence, no permanent employee may accept employment for wages or salary except with the Union or any other labour organization affiliated to the Canadian Labour Congress,*

**Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Corporation and the Union.**

14.2 \*\* (a) **Not more than two (2) permanent employees at any one time may be granted unpaid leave of absence to work in an official capacity for the Union for any period up to three (3) months.**

(b) **Up to four (4) Union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union Business.**

All requests for such leave must be made in writing to the **Department Director or designate** with a copy to the Director of **Human Resources** or designate, and be signed by the President of the **Union** or **designate** and the permanent employee(s) concerned.

14.3 Notwithstanding the provisions of 28.3(e) & 39.3(e), 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 Union. All requests for such leave must be made in writing to the Corporation's **Director** of Human Resources and be **signed by** the **Union** and the permanent employee **con**cerned.

14.4 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**.

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### ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT

15.1 \*\* Permanent employees who are required to serve as **jurors or subpoenaed** 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. **Prior to jury duty or as a subpoenaed** Witness, such permanent employee shall present to their **Department Head**, a satisfactory **certificate** showing the **period** of such **service**.

15.2 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

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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 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because he/she performed jury or witness duty.

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### ARTICLE 16: BEREAVEMENT PAY

- 16.1 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 Human Resources 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 \*\* In respect to attendance at the funeral of a step-brother, step-sister, 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.

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### ARTICLE 17: MEDICAL EXAMINATIONS

- 17.1 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

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submitted to the Superintendent ~~and/or Supervisor~~ by the employee prior to coming to their work assignment.

- 17.2 \*\* 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. **The Corporation will pay the cost of the medical 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 \*\* Employees who are required to undergo a Ministry of Transport medical in order to maintain a driver's licence, and such licence classification is a condition of employment, will have the cost of such medical paid for by the Corporation providing the employee elects to have the medical completed by a physician selected by the Corporation.

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### ARTICLE 18: INVESTIGATIONS OF ACCIDENTS

- 18.1 \*\* 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 after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay, but the report shall still be completed on the Corporation's premises.

One Union representative will be on the Accident Review Committee.

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### ARTICLE 19: OPERATIONS COMMITTEE

- 19.1 \* "here shall be an Operations Committee. The Union shall appoint three (3) members to the Committee, two (2) from Department #1 and one (1) from Department #2.

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- 19.2 The Corporation shall appoint members from its **Supervisory Staff** as required.
- 19.3 \*\* The Operations Committee shall meet once each month.
- The Corporation will pay a maximum of **two (2) hours per person per month** in respect to their attendance at said **meeting**. This **two (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 Matters discussed under *this* Article shall not be subject to the Grievance or Arbitration Procedure.

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### ARTICLE 20: BULLETIN BOARDS

- 20.1 \* \* Bulletin Boards shall be provided in all departments **for Union purposes**. **The** Union shall have the right to post general notices of Union activities but shall not post notices of a political or personal nature.

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### ARTICLE 21: EMPLOYEES

- 21.1 "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.

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

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

- \*\* Part-time employees are within the scope of ~~this~~ Agreement ~~only insofar as basic pay, check off, and the grievance and arbitration procedure in respect to discipline only.~~**

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

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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.

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 are within the scope of this Agreement only insofar as basic pay is concerned, unless otherwise specified herein.

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### ARTICLE 22: PAY PERIOD

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

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### ARTICLE 23: COPIES OF AGREEMENT

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

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### ARTICLE 24: JOB SECURITY

24.1 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.

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### ARTICLE 25: VEHICLE SAFETY

25.1 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: EMPLOYEE BENEFIT PROGRAM

- 26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the By-Laws of the Corporation.
- 26.2 **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 60) attached hereto and forming part of ~~this~~ Agreement.

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ARTICLE 27: HEALTH AND SAFETY

- 27.1 \* The Corporation and the **Union** agree to maintain Joint Health and Safety Committees whose composition and duties **will** be **in accordance** with the Terms of Reference for the Structure and Function of the Joint Health and Safety Committees as **approved** by the **Ministry** of Labour.

The Corporation agrees to act **in compliance with** the Occupational Health and Safety Act including the right to **refuse work** provisions.

DEPARTMENT #1



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**ARTICLE 28 (27): PROBATION OF EMPLOYEES**

28.1 (27.1) \*\* All persons in Department#1 hired to be permanent employees, shall be on probation for four (4) consecutive months. **The Corporation may terminate a probationary employee for any mason provided it does not act in bad faith.**

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**ARTICLE 29 (28): SENIORITY**

29.1 (28.1) \*\* The Corporation will **provide the Union President a seniority list for Department #1 twice per year**, showing names, positions and seniority date of each permanent employee.

29.2 (28.3) \*\* Seniority status once acquired by permanent employees will be lost only for the following reasons:

(a) Voluntary resignation;

(b) Discharge for **just** cause not reversed through the Grievance Procedure;

\*\* (c) Continuous non-employment by reason of **layoff**, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time ~~the absence or layoff commenced~~, or for a **period of twenty-four (24) months**, whichever is the lesser;

\*\* (d) Subject to the provisions of Article 14 herein, continuous non-employment **for any mason not identified above**, for a **period** of time equal to one-half (1/2) the length of their seniority at the time **the absence commenced** or for a period of twelve (12) months, whichever is 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.

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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**.

**29.3 (28.4) \*\*** If any permanent **full-time** employee **having served their probationary period** becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job **vacancy** for which they have the **skills** qualifications and abilities to fill at the prevailing **rate** for the new job within **the bargaining unit**.

**29.4 (28.5) \*\*** A permanent employee, transferred **or** promoted to a position outside of the Bargaining Unit, **but** within **Department #1 or #2**, shall continue to accumulate seniority the same as if they were working at the job at which they were working when **so** transferred for a **period** of **six (6)** calendar months, **unless** prior to the expiration of **six (6)** 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 **their former** position **within** the **six (6)** month period referred to above, they shall be placed at **the** bottom of the seniority list for work preference until the next sign-up.

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

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### ARTICLE 30 (29): JOB POSTING

**30.1 (29.1)** 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.

**30.2 (29.2)** 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**

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permanent employees, the permanent employee with the greater seniority shall be selected.

30.3 (29.3) The Union 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.

30.4 (29.4) The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

30.5 (29.5) (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 Union to the outcome of this selection process as outlined in this Clause cannot be processed through the Grievance and Arbitration Procedure.

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**ARTICLE 31 (30): VACATIONS**

31.1 (30.1) The qualifying year shall be from November 1st to October 31st.

31.2 (30.2) \*<sup>\*</sup> 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 **three** (3) 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.

31.3 (30.3) 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 (max. ten (10) days)

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Not less than <b>1</b> year - But less than <b>3</b> years	<b>2</b> weeks
Not less than <b>3</b> years - But less than <b>10</b> years	<b>3</b> weeks
Not less <del>than</del> <b>10</b> years - But less than <b>17</b> years	<b>4</b> weeks
Not less than <b>17</b> years - But less than <b>25</b> years	<b>5</b> weeks
Not less than <b>25</b> years -	<b>6</b> weeks

**31.4 (30.4)** 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.

**31.5 (30.5)** In the vacation year, permanent employees shall receive ~~forty-two~~ and one-half (**42 112**) hours pay for each week's vacation to which they are entitled.

**31.6 (30.6)** 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.

**31.7 (30.7) \*\*** The vacation sign-up shall be conducted in the following manner.

On November 1st or within seven (**7**) days thereafter in each year, the following shall be posted by Management:

a) A vacation entitlement list, listing the number of weeks each **perma-**nent employee is entitled to in the **upcoming** vacation **period**. Employees are listed according to seniority.

b) **A** vacation schedule for the following calendar year, detailing the actual vacation weeks and the number **of** permanent employees eligible to sign in each week.

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c) A vacation sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Employees are listed according to seniority.

The vacation sign-up shall be conducted over a four (4) day period, unless otherwise mutually agreed upon. The dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The vacation sign-up shall be held at the location listed on the vacation sign-up schedule. The vacation sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the vacation sign-up schedule). The vacation sign-up shall be jointly conducted by one representative of Management and one representative of the Union. The Union representative shall be paid by the Corporation.

Permanent employees shall be prepared to sign on ~~date~~ and at time requested. Employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the employee appointing the proxy, and shall be submitted to Management prior to commencement of the vacation sign-up. Any permanent employee who fails to sign up by a means previously stated, within the sign-up period, shall have their vacation scheduled at the discretion of the Management and Union representatives conducting the sign-up.

31.8 (30.8) 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 shall not **be** divided into periods of 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.

31.9 (30.9) 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.

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31.10 (30.10) Vacation pay shall be paid by the Finance Department in accordance with the vacation schedule completed by permanent employees in accordance with Section 31.7 (30.7).

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.

31.11 (30.11) ~~This~~ Article does not apply to employees in receipt of Long Term Disability Benefits.

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### ARTICLE 32 (31): HOURS OF WORK AND OVERTIME

32.1 (31.1) \*\* 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, commencing with a Monday, 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 32.12 (31.12).

This Article shall not apply to employees called-in to work under the provisions of Article 33 (32).

32.2 (31.2) \*\* Permanent, Temporary and Spare Board Operators will be provided with two (2) designated days of rest within any seven (7) consecutive day period, commencing with a Monday.

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 or accept such work, the Corporation reserves the right to re-assign the work to any available operator on a reverse seniority basis, unless it is an operator's scheduled day off. The posted paid hours of pay shall apply.

32.3 (31.3) \*\* Days off are established in relationship to routes and schedules and, therefore, any rearrangements of days off as between operators shall be

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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 32.12 (31.12).

- 32.4 (31.4) 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.
- 32.5 (31.5) 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.
- 32.6 (31.6) 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.
- 32.7 (31.7) 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.
- 32.8 (31.8) 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 31.4 (30.4) will apply.

### Travel Time Allowance

- 32.9a (31.9a) 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

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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. Starttown -Finish town Start town • Finish garage -travel allowance once

4. Start garage • Finish town **Start** garage • Finish town • travel allowance twice

5. Startgarage • 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.



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

32.9b (31.9b) Travel Time allowed as foreshall shall not be deemed time worked for the purpose of calculating overtime pay and/or spread time pay.

32.10 (31.10) \*\* The Corporation shall pay each permanent, or temporary employee in Department #1, ten (10) minutes **report** time when starting at the garage and five (5) minutes **report** time when starting anywhere else. **However, in situations where such employees are returning from designated lunch periods which are twenty (20) minutes in total duration, the report time shall not apply.**

32.11 (31.11) 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 Union 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.

32.12 (31.12) 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.

32.13 (31.13) 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.

32.14 (31.14) \*\* There must be at all times eight (8) hours between the end of one full shift and the beginning of the next full shift, Spare Board Operators included.

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**ARTICLE 33 (32): CALL-IN AND CALL-BACK**

- 33.1 (32.1) 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.
- 33.2 (32.2) Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.
- 33.3 (32.3) 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 Letter of Understanding #1.

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**ARTICLE 34 (33): SHIFT PREMIUM**

- 34.1 (33.1) 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.
- 34.2 (33.2) 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.

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**ARTICLE 35 (34): SIGN-UPS**

- 35.1 (34.1) \*\* There shall be five (5) work periods each year for permanent employees in Department #1. The work periods shall commence on the following days:

**WINTER** - on the first Monday in January, except if January 1st is a Monday, then the second Monday in January

**SPRING** - on the second Monday in March

**SUMMER** - on the third Monday in June

**FALL** - on the first Tuesday following Labour Day in September

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CHRISTMAS - on the fourth Monday in December, except if Christmas Day is on a Friday, Saturday, or Sunday, then the third Monday in December

Any deviation from these commencement days shall be mutually agreed to by both Management and the Union President.

There shall be four (4) work sign-ups each year for permanent employees in Department #1. The Christmas and Winter sign-ups shall be conducted simultaneously.

Each of the four (4) work sign-ups shall be conducted in the following manner.

At least four (4) weeks prior to the commencement of the sign-up work period, the following shall be posted by Management:

- 1) A bidlist, listing all work assignments for the upcoming sign-up work period.
- 2) A sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Permanent employees are listed according to seniority.

The bidlist shall state the following information for each work assignment:

Report and end times  
Report and end location  
Amount of travel time  
Number of hours paid  
Scheduled days off  
Run numbers to be driven  
Lunch break times

The Corporation shall make its best effort to provide one (1) copy of the bidlist to each permanent employee in Department #1 five (5) calendar days prior to the day the sign-up takes place. Management shall maintain the right to change the format of the bidlist.

The sign-up shall be conducted a minimum of two (2) weeks prior to the commencement of the work period. Any deviation from the specified minimum number of weeks prior to the commencement of the work period for both posting or the sign-up shall be mutually agreed to by both Management and the Union President.

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The sign-up shall be conducted over a ~~three~~ (3) day period, unless otherwise mutually ~~agreed upon~~. The dates shall be ~~consecutive calendar~~ days, excluding Saturdays and Sundays.

The sign-up shall be held at the location listed on the sign-up schedule. The sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the sign-up schedule). The sign-up shall be jointly conducted by one representative of Management and one representative of the Union. The Union representative shall be paid by the Union.

Permanent employees shall be prepared to sign on the date and time requested. Permanent employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the permanent employee appointing the proxy, and shall be submitted to Management prior to commencement of the sign-up. Any permanent employee who fails to sign up, by a means previously stated, within the sign-up period, shall have their work assignment selected at the discretion of the Management and Union representative conducting the sign-up.

Any work assignments 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 permanent employee's daily work assignment may occur after the sign-up work period has commenced; any change to the contrary dictates that a new sign-up is required.

35.2 (34.2) \*\* Any permanent employee who is judged by the Corporation as unsatisfactory on the group or route selected may be removed from such group or route and temporarily re-assigned until the matter is resolved. In the case of disagreement, such placement shall be subject to the grievance procedure.

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### ARTICLE 36: UNIFORMS

36.1 a \*\* 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 permanent employee will consist of:

- One (1) blazer or spring/fall jacket
- One (1) sweater

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- Three (3) pairs of **trousers**
- Six (6) **shirts**, long and/or **short** sleeves
- Two (2) ties clip-on when available or regular

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

- One (1) **blazer or spring/fall jacket** plus one 1) sweater or two (2) sweaters at the employee's option.
- **Three** (3) **pairs** of trousers
- Six (6) **shirts** long or short sleeves
- Two (2) ties clip **on when available or regular**

**An employee may only elect not to wear a necktie when wearing:**

- a) a short sleeve shirt only**
- b) a short sleeve or long sleeve shirt with a sweater.**

The top button only of the **shirt** may be undone, providing the undergarment is not exposed.

**When wearing a blazer or a long sleeve shirt without sweater a tie MUST be worn.**

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 winter jacket** will be issued once every four (4) years, at the appropriate times. The old **winter jacket** will be retained by the Operator when a new **winter jacket** is issued.

One (1) pair of black shoes, will be supplied to **permanent employees** coincidental with uniform issue. 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

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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.

36.1 b \* **1)** Golf shirts will not be part of the shirt selection after the **1996** uniform issue.

**2)** Employees issued Golf shirts may only wear them between May **1, 1996** and October **1, 1996** inclusive.

**3)** Employees wearing a golf shirt may not wear it with **any** jacket or **sweater**.

**4)** Golf shirts may not be worn after the Spring **1997** uniform issue.

36.1 c \* The Clothing and Personal Grooming Procedure developed and agreed to by Management, Union and **Grooming** Committee, dated November **1, 1993** be adhered to, and further that it be acknowledged by the parties that repeated infractions of said procedures would warrant progressive discipline.

36.1 d \* It is further recommended by this Committee that a **joint** Uniform Committee be struck prior to the Spring **1997** clothes issue to investigate the quality of material used for uniforms and with the idea of replacing the cardigan and vest option with a crew neck **sweater**.

36.2 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 **em**ployee 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.

## 1996- 98 C.A.W. LOCAL #4304 Collective Agreement

- 36.3 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 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 **Corpo-**ration 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.

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### ARTICLE 37: WAGE RATES

- 37.1 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 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



DEPARTMENT #2

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ARTICLE 38: PROBATION OF EMPLOYEES

38.1 \*\* All persons in Department #2 hired to be permanent employees shall be on probation for six (6) consecutive months. The Corporation may terminate a probationary employee for any reason provided it does not act **in** bad faith.

In the event that an employee, hired as a permanent employee has had temporary **service** in Department #2 in the same classification within the past twenty-four (24) months, the permanent employee will have three (3) ~~months~~ credited against their probationary period.

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ARTICLE 39: SENIORITY

39.1 \*\* The Corporation will provide the Union **P**resident a seniority list for Department #2 twice per year, showing names, positions and seniority **date** of each permanent employee.

39.2 \*\* a) 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.

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

(c) 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 their Department. Due regard will be paid to seniority between **qualified** applicants when such **an** appointment is made.

The above will apply only to temporary **work** assignments of more than sixty (60) **working** days duration.

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.

## 1996-98 C.A.W. LOCAL #4304 Collective Agreement

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

- (a) Voluntary resignation;
- (b) Discharge for **just** cause not reversed through the Grievance Procedure;
- (c) Continuous non-employment by reason of **layoff**, sickness or accident for a **period** of time equal to one-half (1/2) the length of their seniority at the time ~~the absence~~ or **layoff commenced**, or for a **period** of twenty-four (24) months, whichever is the lesser;
- (d) Subject to the provisions of Article 14 herein, continuous non-employment for **any reason not identified above**, for a **period** of time equal to one-half (1/2) the length of their seniority at the time ~~the absence commenced~~ or for a period of twelve (12) 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 \*\* If any permanent employee **having served their probationary period** becomes disabled and unable to continue in their regular job, then preference will be ~~given to them~~ in filling any other job **vacancy** for which they have the skills qualifications and abilities to fill at the prevailing rate for the new job within ~~the bargaining unit~~.

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**39.5 \*\*** A permanent employee, transferred or promoted to a position outside of the Bargaining Unit, **but within Department #1 or #2**, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred for a **period of six (6) calendar months**, unless prior to the expiration of **six (6) 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 **their former position within the six (6) month period** referred to above they shall be placed **at the bottom of the seniority list for work preference until the next sign-up.**

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

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### ARTICLE 40: JOB POSTING

**40.1** With respect to positions in Department #2 -the Corporation shall post 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 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 **signed** by the applicant and delivered to the said office on or before the date specified in the posting.

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- 1.2 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.
- 1.3 The Union 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.
- 1.4 The **Union** shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.
- 1.5 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 Union to the outcome of this selection process as outlined in **this** Clause cannot be processed through the Grievance and Arbitration Procedure.

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### ARTICLE 41: VACATIONS

- 1 The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31st.
- 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 month of service<br>(max. ten (10) days) |
| Not less than 1 year •<br>But less than 3 years    | 2 weeks  |
| Not less than 3 years •<br>But less than 10 years  | 3 weeks  |
| Not less than 10 years •<br>But less than 17 years | 4 weeks  |

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Not less than 17 years •  
But less than **25** years                    **5** weeks

Not less than **25** years •                    **6** weeks

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

**41.5 \*\***            When the employment of an employee is terminated, they shall be paid proportionate amount of salary or wage for unused **or** accrued vacation credits.

**41.6**            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**            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**            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 at the next vacation sign-up.

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

## 1996-98 C.A.W. LOCAL #4304 Collective Agreement

- 41.10 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.

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

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### ARTICLE 42: HOURS OF WORK AND OVERTIME

- 42.1 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 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 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 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 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 Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.)

## 1996- 98 C.A.W. LOCAL #4304 Collective Agreement

42.6 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 \*\* Employees scheduled for "stand-by call" for a weekend of ~~two~~ to four (2 - 4) consecutive days shall receive ~~nineteen dollars (\$19.00)~~ 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.

~~Effective January 1, 1997,~~ employees scheduled for "stand-by call" for a weekend of ~~two~~ to four (2 - 4) consecutive days shall receive ~~twenty dollars (\$20.00) 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.

~~Effective January 1, 1998,~~ employees scheduled for "stand-by call" for a weekend of ~~two~~ to four (2 - 4) consecutive days shall receive ~~twenty-one~~ dollars (\$21.00) 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.

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### ARTICLE 43: CALL-IN AND CALL-BACK

43.1 \*\* 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.

~~Effective January 1, 1997,~~ a permanent or ~~temporary~~ employee in Department #2 called-back on one of their regularly scheduled work days shall be given a minimum of three (3) hours work or three (3) 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.

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Effective ~~January 1, 1998~~, a permanent or temporary employee in ~~De~~partment ~~#2~~ called-back on one of their regularly scheduled work days, or if called-in to work on one of their days of rest or Specified Holidays, shall be given a ~~minimum~~ of four (4) hours work or four (4) hours pay.

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

43.3 \*\* Department ~~#2~~ employees who are unable to assume their normal duties on any ~~shift~~, must notify their ~~immediate~~ Supervisor at least one hour (1) prior to the commencement of their regular shift.

Where their Supervisor is not available, such employee is required to leave notice of their absence and a contact number where they can be reached, ~~with~~ either the acting Supervisor, clerk or the ~~on-call~~ Supervisor during off hours through the ~~Elmsdale~~ dispatch centre.

~~An~~ employee who is absent from work is required to notify their Supervisor ~~in~~ advance of their expected date of return to work.

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### ARTICLE 44: SHIFT PREMIUM

4.1 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.

4.2 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.

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### ARTICLE 45: SAFETY, SANITATION AND HEALTH

5.1 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.

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



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

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### ARTICLE 46: TOOLS

- 46.1 \*\*** The Corporation agrees to provide an allowance **annually** to those classifications of permanent employees who qualify upon presentation of receipts. The allowance will be paid **only** once per year per employee. The qualifying months to receive this once a year premium will be March, June, September and December. The amount paid by classification along with the terms and conditions for such payment, are as follows:

The classifications of permanent employees who qualify for an annual allowance of three hundred and fifty dollars (**\$350.00**) subject to the conditions in Article 46.2 are Licensed Motor Vehicle Mechanics, Licensed Bodypersons, Machinists, and Licensed Small Equipment Repairperson.

Effective January 1, 1997 the classifications of permanent full-time employees who qualify for an annual allowance of three-hundred and seventy-five dollars (**\$375.00**) subject to the conditions in Article 46.2 are Licensed Motor Vehicle Mechanics, Licensed Bodypersons, Machinists and Licensed Small Equipment Repairperson.

Effective January 1, 1998 the classifications of permanent full-time employees who qualify for an annual allowance of four-hundred dollar (**\$400.00**) subject to the conditions in Article 46.2 are Licensed Motor Vehicle Mechanics, Licensed Bodypersons, Machinists, and License Small Equipment Repairperson.

The classification of permanent employees who qualify for an annual allowance of two-hundred and fifty dollars (**\$250.00**) subject to the conditions in Article 46.2 are Registered Apprentice Motor Vehicle Mechanics, Small Equipment Repairpersons and Welder Fabricators.

Effective January 1, 1997 the classification of permanent full-time employees who qualify for an annual allowance of two-hundred and seventy-five dollars (**\$275.00**) subject to the conditions in Article 46.2 are Registered Apprentice Motor Vehicle Mechanics, Small Equipment Repairpersons and Welder Fabricators.

Effective January 1, 1998 the classification of permanent full-time employees who qualify for an annual allowance of three-hundred dollar (**\$300.00**) subject to the conditions in Article 46.2 are Registered A

## 1996-98 C.A.W. LOCAL #4304 Collective Agreement

prentice Motor Vehicle Mechanics, Small Equipment Repairpersons and Welder Fabricators.

The classifications of permanent full-time employees who **qualify** for an annual allowance of one-hundred and fifty dollars (\$150.00) subject to the conditions in Article **46.2** are Service Attendants who are requested by Management to provide a complement of hand tools to **perform** their daily work.

**6.2 \*\*** In order for payment to be made, all receipts must be of **the** current calendar year and be authorized by a Fleet Supervisor. Receipts totalling the **full** amount must be received no later than the **15th** of the **qualifying** month in order for payment to be made in that month.

Receipts for each qualified permanent employee are to be submitted on a one-time basis **each** year. If for any reason, the employee **has** receipts totalling less **than** the full amount by the 15th of the **qualifying** month, they shall be retained until either:

a) The permanent employee **has** accumulated the required amount before the **15th** of the next **qualifying** month, or:

b) **The** permanent employee submits the receipts for the partial payment **in** December.

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### **ARTICLE 47: UNIFORMS**

**7.1 \*\*** 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.

All items **will** be replaced as required. All apparel must be maintained **in** a neat and clean condition by the employees.

**An** insulated vest or spring jacket will be **issued** to permanent employees in Department #2 every **two (2)** years commencing with the Spring of 1997.

**7.2** 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.

## 1996- 98 C.A.W. LOCAL #4304 Collective Agreement

- 47.3** 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** 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** ~~Clothing~~ material will be selected after consultation with the Union.

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### ARTICLE 48: EMPLOYEES

- 48.1** Apprentice Employees - The Corporation and the Union 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** 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** It is understood and ~~agreed~~ that after an Apprentice has successfully ~~serve~~ their apprenticeship with the Corporation and becomes qualified in the trade, then they will receive the pay rate for their Licensed Job Title. ~~However~~, they must accept whatever position is available within the Job Title, regardless of shift.
- 48.4** 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 stay on as a Corporation employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them

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### ARTICLE 49: WAGE RATES

- 49.1** 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.

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- 49.2 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 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 **pe**-riod will not, however, be shortened.

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**ARTICLE 50: TERMS OF AGREEMENT**

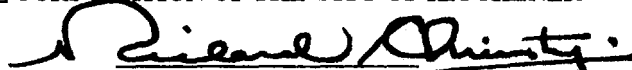
- 50.1 This Agreement shall become effective as of 12:01 A.M. on January 1, 1996 and shall remain in full force and effect until midnight ~~December~~ 31, 1998, and thereafter it shall automatically be renewed from year to year unless in any year either party gives notice in writing to the other ~~party~~ 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.

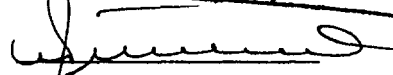
IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, duly attested by the hands of their proper officers in that behalf respectively,

DATED AT KITCHENER, ONTARIO, this 12<sup>th</sup> day of ~~September~~, 1996

**THE CORPORATION OF THE CITY OF KITCHENER**



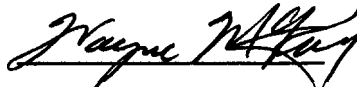
Richard D. Christy, Mayor



Robert W. Pritchard, City Clerk

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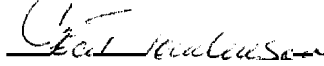
THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA CAW-CANADA  
LOCAL 4304



Wayne McKay, Area Director



Rudy Grosz, President



Cecil Tomlinson, Local Chairperson

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1993 JOB TITLES AND HOURLY WAGE RATES - Effective July 1, 1993**

**DEPARTMENT #1**

**JOB TITLES**

New Operator Training Rate	\$12.89
<b>Bus</b> Operator - 1st 6 months	\$15.69
- 2nd 6 months	\$15.87
- <b>Thereafter</b>	\$16.17

**DEPARTMENT #2**

**JOB TITLES**

	Min.	Max.
General Labourer	\$14.46	<b>15.08</b>
Automotive <b>Service</b> 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
<del>Certified</del> Automotive Painter	\$16.53	17.12
Small Equip. Repair (Licensed)	<b>\$16.55</b>	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 <b>A</b> ("A Licence)	\$17.48	18.09
Mechanic AI ("A + Diesel End.)	\$17.79	18.41
Mechanic AII ("A" + Diesel + Propane or Natural <b>Gas</b> )	\$17.96	18.57
Mechanic AIII ("A + Diesel + Propane or Natural Gas)	\$18.12	18.74

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### **SCHEDULE 'A'**

1996 JOB TITLES AND HOURLY WAGE RATES • Effective **April 1, 1996**

(includes an across-the-board increase of .5%)

#### **DEPARTMENT #1**

##### JOB TITLES

New Operator Training Rate	\$12.95
<b>Bus Operator</b> - 1st 3 months	\$14.98
- 2nd 3 months	\$15.77
- Next 6 months	\$15.95
- Thereafter	\$16.25

#### **DEPARTMENT #2**

<b><u>JOB TITLES</u></b>	<b><u>Min.</u></b>	<b><u>Mid.</u></b>	<b>Max.</b>
General Labourer	\$13.81	14.53	15.16
Automotive Service Attendant	\$15.09	15.88	16.49
Mechanic's Helper	\$15.31	16.11	16.69
<del>Small</del> Equipment Repairperson	\$15.31	16.11	16.69
Welder Fabricator	<b>\$15.60</b>	16.42	17.02
Certified Automotive Painter	\$15.79	16.61	17.21
<del>Small</del> Equip. Repair (Licensed)	\$15.80	16.63	17.24
Welder Fabricator (Licensed)	\$16.11	16.95	<b>17.57</b>
Machinist	\$16.17	17.02	17.67
Machinist (Licensed)	\$16.69	17.57	18.18
Automotive Bodyperson (Licensed)	\$16.69	17.57	18.18
Mechanic A ("A" Licence)	\$16.69	17.57	18.18
Mechanic AI ("A"+ Diesel End.)	\$16.98	17.88	18.50
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)	\$17.15	18.05	18.66
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)	\$17.30	18.21	18.83

\* NEW \*\* CHANGE

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**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**96 JOB TITLES AND HOURLY WAGE RATES - Effective July 1, 1996**

(includes an across-the-board increase of .5%)

**PARTMENT #1**

**B TITLES**

Operator Training Rate	\$13.01
Operator - 1st 3 months	\$15.05
- 2nd 3 months	\$15.85
- Next 6 months	\$16.03
- Thereafter	\$16.33

**PARTMENT #2**

<u>B TITLES</u>	<u>Min.</u>	Mid.	Max.
General Labourer	\$13.88	14.60	15.24
Automotive Service Attendant	\$15.17	15.96	16.57
Mechanic's Helper	\$15.39	16.19	16.77
General Equipment Repairperson	\$15.39	16.19	16.77
Welder Fabricator	\$15.68	16.50	17.11
Specialized Automotive Painter	\$15.87	16.69	17.30
General Equip. Repair (Licensed)	\$15.88	16.71	17.33
Welder Fabricator (Licensed)	\$16.19	17.03	17.66
Mechanic	\$16.25	17.11	17.76
Mechanic (Licensed)	\$16.77	17.66	18.27
Automotive Bodyperson (Licensed)	\$16.77	17.66	18.27
Mechanic A ("A" Licence)	\$16.77	17.66	18.27
Mechanic AI ("A"+ Diesel <b>Encl.</b> )	\$17.06	17.97	18.59
Mechanic AII ("A"+ Diesel+ propane or Natural Gas)	\$17.24	18.14	18.75
Mechanic AIII ("A"+ Diesel+ propane & Natural Gas)	\$17.39	18.30	18.92



**1996- 98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1997 JOB TITLES AND HOURLY WAGE RATES - Effective January 1, 1997**

**(includes an across-the-board increase of .5%)**

**DEPARTMENT #1**

**JOB TITLES**

New Operator Training Rate	\$13.08
Bus Operator • 1st 3 months	\$15.13
• 2nd 3 months	\$15.93
• <del>Next 6 months</del>	\$16.11
• <b>Thereafter</b>	\$16.41

DEPARTMENT #2

<b><u>JOB TITLES</u></b>	<b><u>Min.</u></b>	<b><u>Mid.</u></b>	<b><u>Max.</u></b>
General Labourer	\$13.95	14.67	15.32
Automotive Service Attendant	<b>\$15.25</b>	16.04	16.65
Mechanic's Helper	\$15.47	16.27	16.85
Small Equipment Repairperson	\$15.47	16.27	16.85
Welder Fabricator	\$15.76	16.58	17.20
Certified Automotive Painter	\$15.95	16.77	17.39
Small Equip. <del>Repair</del> (Licensed)	<b>\$15.96</b>	16.79	17.42
Welder Fabricator (Licensed)	\$16.27	17.12	17.75
Machinist	\$16.33	17.20	17.85
Machinist (Licensed)	\$16.85	17.75	18.36
Automotive Bodyperson (Licensed)	\$16.85	17.75	18.36
Mechanic A ("A" Licence)	\$16.85	17.75	18.36
Mechanic AI ("A"+ Diesel <del>End.</del> )	\$17.15	18.06	18.68
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)	\$17.33	18.23	18.84
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)	\$17.48	18.39	19.01

\*NEW CHANGE

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1997 JOB TITLES AND HOURLY WAGE RATES - Effective June 1, 1997**

includes an across-the-board increase of .5%)

**DEPARTMENT #1**

**JOB TITLES**

new Operator Training Rate	\$13.15
Used Operator - 1st 3 months	\$15.21
- 2nd 3 months	\$16.01
- Next 6 months	\$16.19
- <b>Thereafter</b>	\$16.49

**DEPARTMENT #2**

**JOB TITLES**

	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
General Labourer	\$14.02	14.74	15.40
Automotive Service Attendant	\$15.33	16.12	16.73
Mechanic's Helper	\$15.55	16.35	16.93
Trailer Equipment Repairperson	\$15.55	16.35	16.93
Welder Fabricator	\$15.84	16.66	17.29
Certified Automotive Painter	\$16.03	16.85	17.48
Trailer Equip. Repair (Licensed)	\$16.04	16.87	17.51
Welder Fabricator (Licensed)	\$16.35	17.21	17.84
Mechanic	\$16.41	17.29	17.94
Mechanic (Licensed)	\$16.93	17.84	18.45
Automotive Bodyperson (Licensed)	\$16.93	17.84	18.45
Mechanic A ("A" Licence)	\$16.93	17.84	18.45
Mechanic AI ("A"+ Diesel End.)	\$17.24	18.15	18.77
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)	\$17.42	18.32	18.93
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)	\$17.57	18.48	19.11

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1997 JOB TITLES AND HOURLY WAGE RATES - Effective October 1, 1997**

(includes an across-the-board increase of .5%)

**DEPARTMENT #1**

**JOB TITLES**

New Operator Training Rate	\$13.22
Bus Operator - 1st 3 months	\$15.29
- 2nd 3 months	\$16.09
- Next 6 months	\$16.27
- Thereafter	\$16.57

**DEPARTMENT #2**

<u>JOB TITLES</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
General Labourer	\$14.09	14.81	15.48
Automotive Service Attendant	\$15.41	16.20	16.81
Mechanic's Helper	\$15.63	16.43	17.01
Small Equipment Repairperson	\$15.63	16.43	17.01
Welder Fabricator	\$15.92	16.74	17.38
Certified Automotive Painter	\$16.11	16.93	17.57
Small Equip. Repair (Licensed)	\$16.12	16.95	17.60
Welder Fabricator (Licensed)	\$16.43	17.30	17.93
Machinist	\$16.49	17.38	18.03
Machinist (Licensed)	\$17.01	17.93	18.54
Automotive Bodyperson (Licensed)	\$17.01	17.93	18.54
Mechanic A ("A" Licence)	\$17.01	17.93	18.54
Mechanic AI ("A"+ Diesel End.)	\$17.33	18.24	18.86
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)	\$17.51	18.41	19.02
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)	\$17.66	18.57	19.21

\*NEW \* \*GE

-U-

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

998 JOB TITLES AND HOURLY WAGE RATES • Effective **January 1, 1998**  
 includes an across-the-board increase of .5%

**DEPARTMENT #1**

**JOB TITLES**

new Operator Training Rate	\$13.29
used Operator - 1st 3 months	\$15.37
- 2nd 3 months	\$16.17
- Next 6 months	\$16.35
- Thereafter	\$16.65

**DEPARTMENT #2**

**JOB TITLES**

	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
General Labourer	\$14.16	14.88	15.56
Automotive Service Attendant	\$15.49	16.28	16.89
Mechanic's Helper	\$15.71	16.51	17.10
Small Equipment Repairperson	\$15.71	16.51	17.10
Welder Fabricator	\$16.00	16.82	17.47
Certified Automotive Painter	\$16.19	17.01	17.66
Small Equip. Repair (Licensed)	\$16.20	17.03	17.69
Welder Fabricator (Licensed)	\$16.51	17.39	18.02
Mechanic	\$16.57	17.47	18.12
Mechanic (Licensed)	\$17.10	18.02	18.63
Automotive Bodyperson (Licensed)	\$17.10	18.02	18.63
Mechanic A ("A" Licence)	\$17.10	18.02	18.63
Mechanic AI ("A"+ Diesel End.)	\$17.42	18.33	18.95
Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)	\$17.60	18.50	19.12
Mechanic AIII ("A"+ Diesel+ Propane & Natural Gas)	\$17.75	18.66	19.31

**1996- 98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1998 JOB TITLES AND HOURLY WAGE RATES - Effective June 1, 1998**

(includes an across-the-board increase of .5%)

**DEPARTMENT #1**

**JOB TITLES**

<b>New Operator Training Rate</b>	\$13.36
<b>Bus Operator - 1st 3 months</b>	\$15.45
• 2nd 3 months	\$16.25
• Next 6 months	\$16.43
• <b>Thereafter</b>	\$16.73

**DEPARTMENT #2**

<b><u>JOB TITLES</u></b>	<b><u>Min.</u></b>	<b><u>Mid.</u></b>	<b><u>Max.</u></b>
General Labourer	\$14.23	14.95	15.64
<b>Automotive Service Attendant</b>	\$15.57	16.36	16.97
<b>Mechanic's Helper</b>	\$15.79	16.59	17.19
Small Equipment Repairperson	\$15.79	16.59	17.19
Welder Fabricator	\$16.08	16.90	17.56
<b>Certified Automotive Painter</b>	\$16.27	17.10	17.75
Small Equip. Repair (Licensed)	\$16.28	17.12	17.78
Welder Fabricator (Licensed)	\$16.59	17.48	18.11
Machinist	\$16.65	17.56	18.21
Machinist (Licensed)	\$17.19	18.11	<b>18.72</b>
Automotive Bodyperson (Licensed)	\$17.19	18.11	18.72
<b>Mechanic A ("A" Licence)</b>	\$17.19	18.11	18.72
<b>Mechanic AI ("A"+ Diesel End.)</b>	\$17.51	18.42	19.04
<b>Mechanic AII ("A"+ Diesel+ Propane or Natural Gas)</b>	\$17.69	18.59	19.22
<b>Mechanic AIII ("A"+ Diesel+ Propane &amp; Natural Gas)</b>	\$17.84	18.75	19.41

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

**SCHEDULE "A"**

**1998 JOB TITLES AND HOURLY WAGE RATES - Effective October 1, 1998**

includes an across-the-board increase of .5%)

**DEPARTMENT #1**

**JOB TITLES**

new Operator Training Rate	\$13.43
Old Operator - 1st 3 months	\$15.53
- 2nd 3 months	\$16.33
- Next 6 months	\$16.51
- <b>Thereafter</b>	\$16.81

**DEPARTMENT #2**

**JOB TITLES**

	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
General Labourer	\$14.30	15.02	15.72
Automotive Service Attendant	\$15.65	16.44	17.05
Mechanic's Helper	\$15.87	16.67	17.28
Small Equipment Repairperson	\$15.87	16.67	17.28
Welder Fabricator	\$16.16	16.98	17.65
Certified Automotive Painter	\$16.35	17.19	17.84
Small Equip. Repair (Licensed)	\$16.36	17.21	17.87
Welder Fabricator (Licensed)	\$16.67	17.57	18.20
Mechanic	\$16.73	17.65	18.30
Mechanic (Licensed)	\$17.28	18.20	18.81
Automotive Bodyperson ( <i>Licensed</i> )	\$17.28	18.20	18.81
Mechanic A ("A" Licence)	\$17.28	18.20	18.81
Mechanic AI ("A" + Diesel End.)	\$17.60	18.51	19.14
Mechanic AII ("A" + Diesel + propane or Natural Gas)	\$17.78	18.68	19.32
Mechanic AIII ("A" + Diesel + propane & Natural Gas)	\$17.93	18.84	19.51

## 1996- 98 C.A.W. LOCAL #4304 Collective Agreement

### **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 PER**

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 \*\***

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.

Effective January 1, 1997, 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 one-hundred percent (100%) 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.

Effective January 1, 1997, operators selected by the Corporation for the purpose of training new operators on the job will receive forty-five (45) 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 higher classification; but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer;

**1996-98 C.A.W. LOCAL #4304 Collective Agreement**

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.



1996- 98 C.A.W. LOCAL #4304 Collective Agreement

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 LIBERTY HEALTH 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 \$300/24 months
  - 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 Liberty Health Dental Plan #9, Current O.D.A. Fee Schedule)
    - \*\* Orthodontics**  
50% co-insurance \$1,500 lifetime maximum effective June 1, 1989.  
**Effective January 1, 1997**, 50% co-insurance **\$1,800** lifetime maximum.  
**Dental Rider #2** 50% co-insurance \$500/5 **years** effective January 1, 1992.  
**Effective January 1, 1998**, Dental Rider #2 50% co-insurance \$750/5 years.
  - 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

## 1996-98 C.A.W. LOCAL #4304 Collective Agreement

Permanent employees of the **Corporation**, from 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 the 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.

### **ENSION 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 basic Plan are included in the two Agreements described below:

**Type 1** Supplementary - credited **service** prior to employer's enrolment in O.M.E.R.S.

## 1996- 98 C.A.W. LOCAL #4304 Collective Agreement

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 Union 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 **Union**.

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

### **WORKERS' 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 from 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.

1996-98 C.A.W. LOCAL #4304 Collective Agreement

Letter of Understanding #1

January 1996



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

CANADIAN AUTOWORKERS UNION LOCAL #4304

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:

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.

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 calls in, **he/she** is told to report as soon as possible and is put on his/her unit. His/her pay commences when **he/she** 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.

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

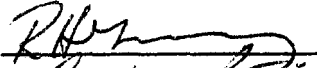
**1996-98 CAW. LOCAL #4304 Collective Agreement**

A letter is issued to the offender telling him/her 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/her next (**4th**) offence. **Also**, he/she is given the date his/her 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.

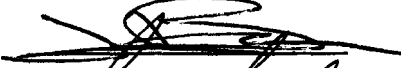
This **Letter** of Understanding shall remain in effect until such time as a replacement contract for 1986 - 1988 contract is mutually ratified or until amended by mutual agreement of the Parties.

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

FOR C.A.W. LOCAL #4304

  
\_\_\_\_\_  
Linda Lyon  
\_\_\_\_\_  
Wayne McGee  
\_\_\_\_\_  
Wayne McGee

FOR THE CORPORATION

  
\_\_\_\_\_  
Lay Fuller  
\_\_\_\_\_  
David Anderson

1996-98 C.A.W. LOCAL #4304 Collective Agreement

Letter of Understanding #2

January 1996



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

CANADIAN AUTOWORKERS UNION LOCAL #4304

The signatures affixed to this document constitutes agreement of the following matter:

**HOURLY RATE INCREASE**

**MR. RANDY ROBERTS AND MR. WAYNE HENHOEFFER**

The hourly rate paid to Mr. Randy ~~Roberts~~ and Mr. Wayne Henhoeffer will be increased by 25 cents providing the following qualifications are ~~maintained~~:

That the majority of any forty (40) hours worked is directly related to tire ~~service/repair~~ in the case of Mr. Randy Roberts and to upholstery work in the case of Mr. Wayne Henhoeffer.

In the event that either employee changes his position as ~~Service~~ Attendant performing tire ~~service/repair~~ or upholstery ~~work~~ 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 date of ratification by both parties.

DATED AT KITCHENER, this 12th day of March, 1991.

R.C.A.W. LOCAL #4304

*[Handwritten signatures for R.C.A.W. Local #4304]*

FOR THE CORPORATION

*[Handwritten signatures for the Corporation]*

1996- 98 C.A.W. LOCAL #4304 Collective Agreement

Letter of Understanding #3

1 January 1996



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

CANADIAN AUTOWORKERS UNION LOCAL #4304

The signatures affixed to this document constitutes agreement of the following matter:

A C.A.W. staff representative will be provided reasonable access to the workplace if requested by the Joint C.A.W. 4304 Health and Safety Committee to attend meeting or to inspect the workplace.

In the case of inspecting the workplace, the staff representative will, upon arrival report to the duty Supervisor at the location.

DATED AT KITCHENER, this 21st day of February, 1996.

FOR C.A.W. LOCAL #4304

*[Handwritten signatures for C.A.W. Local #4304: Pamela Byron, Al... Wayne McGee]*

FOR THE CORPORATION

*[Handwritten signatures for the Corporation: Kay Fuller, David...]*

1996-98 C.A.W. LOCAL #4304 Collective Agreement

Letter of Understanding #4

January 1996



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

CANADIAN AUTOWORKERS UNION LOCAL #4304

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

In order to facilitate Mr. Grosz's availability for legitimate C.A.W. Local #4304 Union business, the Corporation will set aside an open spareboard position for Mr Grosz. Further, where practical, Mr. Grosz will be the last operator assigned to available work.

This agreement is effective for the term of Mr. Grosz as President of C.A.W. Local #4304 on sign-up by sign-up basis. If either party wishes to discontinue this agreement during Mr. Grosz's term as President of C.A.W. Local #4304 they shall do so in writing at least seven (7) calendar days prior to signing in any sign-up.

This agreement shall come into effect the first sign-up following mutual ratification.

DATED AT KITCHENER, this 19th day of February, 1996.

FOR C.A.W. LOCAL #4304

*R. H. ...*  
*Linda Lyon*  
*Stephen ...*  
*Wayne ...*

FOR THE CORPORATION

*[Signature]*  
*David Anderson*



1996- 98 C.A.W. LOCAL #4304 Collective Agreement

Letter of understanding #5

1 January 1996



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

CANADIAN AUTOWORKERS UNION LOCAL #4304

The signatures attached to this Letter of Understanding constitute acceptance of the following:

Any changes to the part-time complement in Department #2 will be discussed with the Union thirty (30) days prior to implementation.

DATED AT KITCHENER, this 19th day of February, 1996.

FOR C.A.W. LOCAL #4304

*R. H. [Signature]*  
*Sandra Lyon*  
*[Signature]*  
*[Signature]*  
*Wayne [Signature]*

FOR THE CORPORATION

*[Signature]*  
*Kay Keller*  
*[Signature]*  
*David Anderson*







