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# AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL # 966

FROM: JULY 1, 1989

TO: DECEMBER 31, 1992

JAN 25 1991

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THIS AGREEMENT MADE THIS 17 DAY OF December, A.D., 1990.

BETWEEN :

THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter called the "Corporation"

OF THE FIRST PART

- AND -

THE AMALGAMATED TRANSIT UNION, LOCAL #966  
hereinafter called the "Union"

OF THE SECOND PART

WITNESSETH that the Corporation and the Union covenant and agree with the other as follows:

Article I - Purpose

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees; to define working conditions and wages of employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

Article II - Definitions

- 2.01 "Manager" will mean the Manager - Public Transportation or in the case of building and equipment maintenance personnel occupying positions set forth in Schedule "B" attached hereto, the Manager - Public Works, or their designates.

Article II - Definitions Cont'd

"Superintendent" will mean the Operations Superintendent or Maintenance Superintendent.

"Employee" will mean an employee coming within the bargaining unit described in Article III. "Student" will mean a person who is employed for the duration of the school vacation period (May 1st) and who was a student at a school, college, university or other educational institution prior to becoming employed by the Corporation, and who is intending to return to school at the end of the vacation period (October 1st). Student employees will not accumulate seniority.

- 2.02 Wherever the masculine is used in this Agreement, it shall be considered as if the feminine has been used where the context of the party or parties hereto so require. This provision will also apply to any position titles set forth under Schedule "A" and "B" forming part of this Agreement.

Article III - Union Recognition

- 3.01 The Corporation recognizes the Amalgamated Transit Union, Local #966, as the sole and exclusive bargaining agent for those employees occupying the positions or **job** classifications set forth in Schedules "A" and "B" attached hereto, and forming part of this Agreement.

- 3.02 Employees covered by this Agreement will maintain membership in good standing in Amalgamated Transit Union, Local #966 and new employees, with the exception of temporary student help, will become members of the Union after completion of thirty (30) calendar days of employment.

Article III - Union Recognition Cont'd

- 3.03 The Corporation will recognize a Union Negotiating Committee of not more than five (5) members, with a minimum of one (1) maintenance person to be part of the committee plus an International Representative. The Corporation will pay the Union Committee as per Clause 7.02 of the Collective Agreement while in the process of re-negotiating a Collective Agreement.

The Corporation's Negotiating Committee will be limited to five (5) persons except during Conciliation and/or Mediation when the Corporation's Policy must apply.

Article IV - No Discrimination

- 4.01 The Management does not object to any employee being a member of this Union, and will not discriminate against any employee because of his connection with the same.
- 4.02 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

Article V - Probationary Period

- 5.01 All employees of the Corporation will be on probation for a period of nine (9) months during which time the employee may be discharged without recourse to the grievance procedure.

Periodic formal evaluations will be made at the end of



Article V - Probationary Period Cont'd

the first, fifth and eighth month of employment which will be discussed with the employee either during working hours or immediately prior to or after a shift, in which case the employee will be reimbursed at straight time rates for the time required for evaluation. After satisfactory completion of the probationary period, seniority will be effective from the original date of employment. A copy of each evaluation will be forwarded to the Union within fourteen (14) days, for record purposes.

Article VI - Union Dues Check-Off

- 6.01 The Corporation agrees to the check-off of all Union dues and assessments levied by the Union and will deduct from the wages all such dues and assessments from all employees covered by this Agreement and remit same to the Union Financial Secretary, together with a current master list of members' names and deductions. New employees, and those defined as temporary student help, on becoming employed by the Department will be subject to the provisions of this Article after thirty (30) days have expired.

Article VII - Leave of Absence

- 7.01 Reasonable Leave of Absence may be granted to any employee without remuneration provided such leave can be arranged without additional cost to the Corporation, and a request in writing for such Leave of Absence is provided to the Corporation at least fourteen (14) calendar days prior to the proposed date of commence-

Article VII - Leave of Absence Cont'd

ment of the Leave of Absence unless the employee could not reasonably have known of this requirement for a Leave within this time limit. If approved, notice in writing of such Leave of Absence will be given to the Union forthwith. Any employee engaged in any occupation for gain during his leave of absence will be terminated, unless permission for engaging in such occupation for gain has been given to the employee on a basis mutually agreeable to the employee, the Union and the Manager.

7.02 Any representative of the Union, who is in the employ of the Employer will, while attending meetings with the Employer held within working hours, does so without loss of remuneration from the Employer.

7.03 Any employee who is delegated to represent the Union at a Conference, seminar or other Union business, will be granted reasonable time off from his duties, with pay, in order to fulfill his mission, and the application of such an employee for leave of absence will be given preference over applications from other employees for leave of absence. It is further agreed that the Corporation will bill the Union for this time plus administration charges.

7.04 The Corporation will grant a leave of absence, with pay, up to a total of ten (10) days per calendar year, to the Union to allow members of the Executive to attend Conventions and/or Seminars.

Article VII - Leave of Absence    Cont'd

- 7.05      An employee who is elected or appointed to an office within the Union may, upon application in writing to the Department Head, be granted a Leave of Absence without pay up to a maximum of one (1) year duration. Upon similar applications within the period of such Leave, an extension thereof upon similar terms may be granted.
- 7.06      The Corporation may grant a leave of absence, without pay, in case of temporary loss of licence by an employee. Such leave of absence will be considered only after joint consultation by Management and Union.
- 7.07      The Corporation agrees to administer Maternity Leave as per the Employment Standards Act, R.S.O. 1980, Part II, Section 35 - 39, or as amended.

Article VIII - Grievance Procedure

- 8.01      A grievance will be dealt with as speedily and effectively as possible in accordance with the following procedures provided it is filed at the first step of the grievance procedure within five (5) calendar days of the incident or circumstances giving rise to the grievance.
- (a)      An employee having a grievance, or one designated member of a group having a grievance, will first take the grievance up with his immediate Superintendent who will attempt to adjust it. Any employee may request the Superintendent to call the Union Steward to handle a specified grievance with the Superintendent. The Superintendent will send for the Steward without undue delay for further discussion of the grievance.

Article VIII - Grievance Procedure Cont'd

- (b) If the grievance is not adjusted by the Superintendent, within five (5) calendar days, it will be reduced to writing and signed by the employee involved and one (1) copy will be lodged by the Grievance Committee to the Manager within three (3) working days thereafter. The Manager will give his decision in writing to the employee or to such Grievance Committee not later than three (3) working days following the presentation to the Manager of the written grievance.

The Manager - Human Resources or his designate may be in attendance at any meetings relevant to the said grievance at the request of either party.

- (c) If the grievance is not adjusted by the Manager, then the next and final step will be to the Chief Administrative Officer or his Designate, who has not been previously involved in the grievance, and an appeal may be lodged by the Grievance Committee to the Chief Administrative Officer or his Designate within five (5) days thereafter. The Chief Administrative Officer or his Designate will give his decision in writing to the employee or to such Grievance Committee not later than ten (10) days following the presentation to the Chief Administrative Officer or his Designate of the written grievance.

Should the Union desire to take advantage of the procedure provided for in this Agreement for the settlement of grievances, each step in such procedure

Article VIII - Grievance Procedure Cont'd

up to and including the reference of the matter to arbitration will be taken by the Union, as the case may be, within the time limits prescribed herein or the grievance will be deemed to have been finally abandoned.

Article IX - Arbitration

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, within thirty (30) working days after exhausting the grievance procedure established by this agreement, notify the other party, in writing, of its desire to submit the difference or allegation to a single Arbitrator in accordance with the Ontario Labour Relations Act.

The Arbitrator will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employee affected by it. The Union and the Corporation will each be responsible for one-half ( $\frac{1}{2}$ ) of the expenses of and the fees payable to the Arbitrator and no costs of any arbitration will be awarded to or against either party.

Thirty (30) working days exclude Saturdays, Sundays and Statutory Holidays.

#### Article X - Management Rights

- 10.01 The Union recognizes the right of the Corporation to operate and manage its business in all respects, to maintain order and efficiency in its plants, and its methods and means of carrying on its business.
- 10.02 The Union further acknowledges that the Corporation has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with the provisions of this Agreement.
- 10.03 The employees, collectively or otherwise, will not interfere with or limit the Management's Rights to discipline or discharge any employee where sufficient reason can be shown.

#### Article XI - Payment of Wages

- 11.01 All employees will be paid their wages bi-weekly on every alternate Friday. In the event that a Statutory Holiday falls on a regular pay day, then employees will be entitled to be paid on the Thursday immediately preceding the normal pay day.

#### Article XII - Transportation

- 12.01 Free transportation will be provided by special passes to all employees covered by this Agreement, and their spouses, such passes to be proffered by and accepted from those to whom they are issued only, and only while such employees are in the employ of their respective Departments. Life passes are to be issued to all employees upon retirement and to their spouses.

Article XII - Transportation

Transportation will be provided for late night and early morning operators in emergencies only. Authorization to provide this service will be given by the dispatcher or controller on duty and maintenance personnel will provide the transportation. If this service cannot be provided within thirty (30) minutes, alternate transportation will be arranged by the dispatcher or controller, with reimbursement to an operator, if necessary.

Article XIII - Appointments

13.01 It is generally agreed that both parties recognize the principle of promotion within the civic service. All positions vacated or created within the Bargaining Unit will be bulletined for not less than seven (7) working days for bid by the employees. Promotions or transfers to higher paid jobs or to better jobs with equal pay within the Bargaining Unit will be based primarily on the skill, ability, experience and qualifications of the employees concerned but as between two (2) persons of approximately equal standing based on the above factors, length of continuous service within the bargaining unit as specified in Article III will govern.

13.02 (a) An employee may be transferred as per Clause 13.01 or on agreement in writing between the Union and the Manager on a six (6) month trial basis. If it is decided that the employee will return to his former position before the expiry of six (6) months, he will do so without loss of seniority and benefits.

Article XIII - Appointments Cont'd

- (b) When an employee is on a temporary leave from the union filling a management position, his time of leave shall not exceed twelve (12) months before which he will be returned to his former position or be appointed on a full-time basis to the management position, unless the temporary vacancy is caused by long term illness, or Workers' Compensation, in which case the period referred to above will read twenty-eight (28) months. The time limits described above may be extended by mutual consent of the parties.

- 13.03 An employee who is no longer capable of performing his full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting civic employees, may be placed in a suitable position in the civic service if such is available, without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union will be notified in advance of placements made under this provision of the Collective Agreement.

Article XIV - Sick Leave

- 14.01 After the expiration of three (3) months of continuous service with the Corporation, an employee will be entitled to sick leave with pay at the rate of one and one-half (14) days per month from the date of commencement of service.



Article XIV - Sick Leave Cont'd

Effective January 1, 1982, existing employees may voluntarily join an insured sick leave plan which will be implemented for new employees hired on or after that date.

The Corporation agrees to provide an insured sick leave plan for existing employees who have voluntarily joined the insured sick leave plan and for new employees hired after January 1, 1982.

The Plan will provide STD (Short Term Disability) benefits of seventy percent (70%) taxable of gross straight time pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and for LTD (Long Term Disability) pay thereafter in the amount of seventy-five percent (75%) taxable of an employee's normal gross straight time pay, inclusive of any Workers' Compensation pay and Canada Pension Plan disability benefit (exclusive of dependent benefits) until the sooner of recovery or until the employee is entitled to retire.

Full-time employees covered by the Corporation's Insured Sick Leave Plan shall receive two (2) noncumulative casual sick days each four (4) months, i.e. January 1 to April 30, May 1 to August 31, and September 1 to December 31.

Article XIV - Sick Leave Cont'd

14.02 An employee, after ten (10) years or more of continuous service with the Corporation, or his estate, will be eligible for fifty percent (50%) of any unused sick pay credits up to a total of one hundred and thirty (130) days, payable on termination, death, or retirement.

14.03 a) Pre-Retirement Leave

An employee may use his accumulated sick leave credits along with his vacation and statutory credits to leave work immediately prior to his normal retirement age of sixty-five (65) years to the extent that such credits or any portion thereof will bring him to age sixty-five (65), or employees who have reached aged fifty-five (55) may use accumulated credits along with his vacation and statutory credits to leave work immediately prior to retirement under the ninety (90) Factor to the extent that such credits or any portion thereof will bring him to the ninety (90) Factor. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article XIV. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

- b) An employee who retires after the signing of this Agreement as per the conditions outlined in Clause 14.03 (a), will receive Semi-Private, and Extended Health Care benefits, premiums one hundred per cent (100%) paid, from the date of retirement until the date Ontario legislation provides prescription coverage.

Article XIV - Sick Leave Cont'd

- 14.04 Every employee claiming sick pay under the provisions of this Article may be required, at the discretion of Management, to furnish either a statutory declaration or a certificate signed by a qualified medical practitioner, chiropractor, or dentist certifying that, during such period, such employee was unable to perform his duties due to personal illness. Any employee who fails to comply with any of the conditions of this paragraph or who attempts wrongfully to obtain sick pay benefits will be liable to immediate suspension but any employee so suspended will have the right to file a grievance as provided in this Agreement.

Article XV - Workers' Compensation

- 15.01 At the option of the employee, the Corporation will top up Workers' Compensation Benefits as long as WCB is paid.

Employees may use accumulated sick leave credits to make up the difference between the amount awarded and normal net pay.

Sick leave credits will be used in increments of one-half (1/2) hour, up to a maximum of two (2) hours per day; however, under no circumstances will the combined sick leave credits and the amount awarded exceed normal net pay.

Casual sick days provided to employees covered by the insured STD/LTD plan cannot be used to top up WCB benefits.

Article XIV - Sick Leave Cont'd

- 15.02 Where the Corporation has been successful in reclaiming losses from a third party, any sick leave credits used by an employee, as in 15.01 above, will be reimbursed to the employee's sick leave account.

Article XVI - Bereavement Leave

- 16.01 Employees will be allowed time off duty and will receive up to three (3) days pay in case of bereavement involving members of the immediate family. The immediate family will be interpreted to be Mother, Father, Wife, Husband, Children, Brother or Sister, Mother-In-Law, Father-In-Law, Sister-In-Law, Brother-In-Law, Daughter-In-Law, Son-In-Law, Grandparents and Grandchildren.
- 16.02 An additional two (2) days leave with pay will be allowed as travelling time where the burial takes place outside the District of Thunder Bay.
- 16.03 An employee will be entitled to one (1) day bereavement leave with pay to attend a funeral as a pallbearer provided he notifies and has the approval of his Supervisor. Pallbearer may include Honorary Pallbearer.

Article XVII - Jury and Witness

- 17.01 Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings;
- (a) Will be granted leave of absence for such purpose provided that, on completion of their jury or witness

Article XVII - Jury and Witness      Cont'd

service, such employees will present to their Department Head a satisfactory certificate showing period of such service.

- (b) Will be paid their full salary or wage for the period of such jury or witness service; provided that they will pay over to the Treasurer of the Corporation of the City of Thunder Bay the full amount of compensation received for such service and obtain an official receipt therefore it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Corporation or any monies received for meal allowance or travelling allowances.
- (c) Upon being released from jury or witness service in the forenoon of any day, immediately telephoning their department for instructions respecting their return to work and will, upon receiving such instructions, comply with the same.

Article XVIII - Medical, Hospital, Dental & Group Life Insurance Plans

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- 18.01      The Corporation agrees to pay one hundred percent (100%) of the billed premiums of the Blue Cross Semi-Private Plan, for all employees on the payroll with two (2) continuous months of service.
- 18.02      **The** Corporation agrees to pay one hundred percent (100%) of the billed premiums covering Blue Cross Ex-

Article XVIII - Medical, Hospital, Dental & Group Life Insurance  
Plans Cont'd

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tended Health Care benefits on the basis of \$25.00 - \$50.00 deductible or equivalent, and Blue Cross Dental Plan No. 9 for all employees on the payroll with six (6) continuous months of service. Benefits will be payable on the basis of the previous year's Ontario Dental Association Schedule of Fees.

A provision for reimbursement for Chiropractic Care - fifteen dollars (\$15.00) per visit - maximum of twenty (20) visits per year, per person (employee, spouse and dependant children).

- 18.03 The Corporation agrees to pay one hundred percent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees on the payroll with twelve (12) continuous months of service based on one and one-half (1½) times the employee's annual salary (based on the regular hourly rates times 2,080 hours).
- 18.04 The provisions of these plans will not apply to an employee when he resigns, is laid off, discharged or is on an extended leave of absence.
- 18.05 The Corporation will pay the full cost of any compulsory medical examinations required under the regulations of the Ministry of Transportation and Communications or any other medical examination required by the Corporation to determine eligibility for continuance of employment.

Article XVIII - Medical, Hospital, Dental & Group Life Insurance Plans

18.06 In lieu of the unemployment insurance premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eyeglasses (including frames and/or lenses, repairs and contact lenses) up to a total amount of one hundred dollars (\$100.00) -- effective on the first day of the second month following signing of the Collective Agreement, the Vision Care coverage will increase to one hundred and twenty dollars (\$120.00) per person (employee, spouse and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. This benefit becomes effective for new employees following six (6) calendar months of employment.

Article XIX - Vacation With Pay

19.01 a) Each employee, after completing one (1) year of service will be entitled to two (2) weeks' vacation with pay; after completing three (3) years of continuous service, will be entitled to three (3) weeks' vacation with pay; after completing eight (8) years of continuous service, will be entitled to four (4) weeks' vacation with pay; and after completing sixteen (16) years of continuous service, will be entitled to five (5) weeks' vacation with pay, plus one (1) day for each year of continuous service beyond twenty-three (23) years of continuous service.

Article XIX - Vacation With Pay    Cont'db) Pay For Annual Vacation

For the purpose of Article XIX, pay for annual vacation will be reduced proportionately by the extent to when an employee was on unpaid leave of absence as per Article VII, Clause 7.05 and 7.06 beyond one (1) calendar month or Union Leave beyond two (2) calendar months and in each instance for each continuous calendar month(s) thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

19.02      If an employee, while on vacation leave, becomes ill (substantiated by a doctor's certificate) or is hospitalized, and is forced to curtail his vacation, then the vacation period will be extended by the number of days involved, or reinstated for later use, as may be arranged between the employee and the supervisor.

19.03      In the event of a Statutory Holiday falling in an employee's vacation period, one (1) extra day will be allowed when requested, by extending the vacation period. Employees will notify the Operations Superintendent of their wish to take a holiday preceding or following their vacation period at the time of holiday sign up.

19.04      **For** the purpose of computing length of vacation, "employment" will include time actually worked and on vacation and time spent on sick leave with pay, but will not include time spent on leave of absence exceeding two (2) weeks. Vacation pay will be based on



Article XIX - Vacation With Pay Cont'd

a forty (40) hour week, and seniority will govern the selection of vacation periods, with rotation of vacation blocks in succeeding years. Any employee covered by Schedule "B" not making their vacation choice by March 31st each year, shall have their vacations scheduled at the discretion of Management. Vacation pay will be based on a forty (40) hour week and seniority will govern the selection of vacation periods.

Employees who are off the payroll and receiving Sick Leave, STD/LTD or WCB benefits for the full vacation period January 1 to December 31 each year will be deemed to have been paid for their vacation.

This agreement for 19.04 will not impact on 14.03 (a).

19.05 Vacation days will be taken during the vacation period January 1 to December 31. Payment for vacation will be at the rate of pay prevailing in accordance with the Collective Agreement.

19.06 New employees who leave the service of the Department before the expiration of one (1) year from the commencement of their employment will receive vacation pay at the rate of four percent (4%) of their earnings during their period of employment, in accordance with the Employment Standards Act. Employees with more than one (1) year's continuous service who leave the service or retire will receive vacation at the rate of one-twelfth (1/12) of normal annual vacation for each full month of employment after the last anniversary date of their service with the Corporation.

Article XX - Accident Review

20.01 (a) All employees, provided they are able, will be required to promptly notify the Corporation of Accidents involving themselves and Corporation property. Thereafter, all employees (or a Transit Department Official if the employee is unable) shall submit a written report of the accident to the Corporation, promptly.

(b) Subsequent to Part (a) above, if ordered to appear at Police Courts or Insurance Adjuster's offices or report again to Corporation premises, in connection with said accident, employees will first obtain authorization from the Manager or his designate and upon reporting be paid for hours spent at straight time rates (minimum three (3) hours pay) unless, in the opinion of the Accident Review Board, such accident is considered to have been preventable -- under such circumstances no remuneration for attendance will be paid. Employees may, if they so request, have an official of the Union to assist them, said official not to be paid by the Department.

Article XXI - Discharge and Discipline Cases

21.01 A claim by an employee who has satisfactorily completed the probationary period that he has been unjustly discharged will be treated as a grievance if a written statement of such a grievance is lodged by the employee with the Manager within five (5) days after the employee ceases to work for the Corporation. Such a grievance will be taken up by the Manager with the Union Committee.

Article XXI - Discharge and Discipline Cases    Cont'd

21.02     A claim by an employee that he has been discharged or suspended without cause will be treated as a grievance if a written statement of such grievance is lodged with the Manager within two (2) working days after the Union has received notification. Such special grievances may be settled by:

- a)    confirming the Management's action; or,
- b)    reinstating the employee with full compensation for time lost; or,
- c)    any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

21.03     The Corporation agrees that an employee will have access to his personal file during office hours.

21.04     The Corporation will reimburse an employee ordered to report, or called in, by an Officer of the Corporation in relation to an anonymous complaint against an employee, for time required, at regular rates of pay.

21.05     A supervisor will not reprimand an employee in public or in the presence of another employee.

21.06     Where the employee has been demoted for disciplinary reasons and is being retrained, the rate shall be the training rate.

Article XXII - Hours of Work, Statutory Holidays, Seniority and Wage Rates

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22.01     Schedule "A" attached hereto sets out the provisions relating to statutory holidays, overtime, working conditions, seniority and wage rates relating to Operators.

Article **XXII** - Hours of Work, Statutory Holidays, Seniority and  
Wage Rates Cont'd

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22.02      Schedule "B" attached hereto sets out the provisions relating to wage rates, hours of work, statutory holidays, overtime and seniority of employees engaged in building and equipment maintenance.

22.03      Any new classifications or amendments to existing classifications falling within the scope of this Agreement and Bargaining Unit involving changes in major tasks will be the subject of discussion between the parties to determine the appropriate rates of pay.

Article **XXIII** - Training

23.01      All employees covered by this Agreement will be paid by the Corporation at their appropriate rate of pay when required, by the Corporation, to attend any formal training or upgrading courses.

Article **XXIV** - Job Security

24.01      Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out will not result in the long-term or permanent lay-off of the employees covered by this Agreement who are regularly engaged in such work providing the employees are qualified to perform the work.

24.02      The Corporation will give notice of lay-off as per the Employment Standards Act, R.S.O., 1980.

Article XXV - Automation and Technological Change

- 25.01 Whenever possible the Corporation will give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on present manpower requirements.
- 25.02 Permanent or regular employees who may lose their jobs by virtue of automation or technological change will be given the opportunity to fill other vacancies in accordance with the Seniority and Lay-off provisions of this Agreement.
- 25.03 The Corporation will undertake to retrain any employee who has been displaced by automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position with the Corporation.

Article XXVI - Layoffs and Rehires

- 26.01 When reducing forces, senior employees with sufficient ability and qualifications to perform the work will be retained.
- 26.02 An employee whose position is abolished or who is displaced will be entitled to exercise his seniority rights within his seniority group, displacing a junior employee, provided that he has sufficient ability and qualifications to perform the work.

Article XXVI - Layoffs and Rehires Cont'd

26.03 Such employee will make his choice in writing within two (2) days and must commence work in the position of his choice within five (5) days of the date displaced unless prevented by illness or other cause for which bonafide leave of absence has been granted.

An employee who, having made his choice but fails to commence work in the position within five (5) days (unless prevented as above) will have his name removed from the seniority list. In case of an employee who was on leave of absence at the date of displacement, the time limits set forth in this Clause will apply from the date that he reports for duty.

26.04 A laid-off employee who desires to return to the service when work is available for him must keep the Manager and the accredited representatives of the Union informed of his address in order that he may be readily located.

26.05 A laid-off employee will, if qualified, be returned to service in order of seniority when staff is increased or when vacancies occur in his seniority group.

26.06 A laid-off employee who fails to report for duty after notification by registered letter, or to give satisfactory reason for not doing so within ten (10) days from the date of mailing of the notification, will forfeit his seniority rights under this Agreement and his name will be removed from the seniority list.

Article XXVI - Layoffs and Rehires Cont'd

26.07 Lay-offs and recalls after such lay-offs will be based on the following factors:

- a) seniority:
- b) skill, competence, efficiency, training, experience and general work record with the Corporation.

Where the qualifications in factor (b) are relatively equal, seniority will govern.

Article XXVII - Duration Of Agreement

27.01 The Corporation and the Union agree to abide by the terms of this Agreement upon its execution for the period commencing July 1, 1989 to December 31, 1992 and thereafter from year to year unless and until termination by either party by notice in writing given no earlier than ninety (90) days nor less than sixty (60) days prior to the expiration of the said Agreement, or any subsequent yearly period.

27.02 It is further agreed that the terms of this Agreement will continue in full force and effect until a new Agreement has been entered into.

Article XXVIII - Mutually Agreed Changes

28.01 This Agreement may be amended by the mutual consent of the Parties during the lifetime of this Agreement and any amendments thereto will form part of this Agreement and be subject to the grievance and arbitration procedure.

IN WITNESS WHEREOF the Parties hereto have caused their names to be subscribed by their duly authorized Officers and Representatives.

FOR THE CORPORATION OF THE  
CITY OF THUNDER BAY

THE AMALGAMATED TRANSIT UNION,  
LOCAL 966

J. B. Martin  
MAYOR

M. Elaine Battista  
DEPUTY CLERK

J. Adams  
Richard Harvey

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SCHEDULE "A" SETTING OUT THE PROVISIONS  
FOR STATUTORY HOLIDAYS, OVERTIME, WORKING  
**CONDITIONS, SENIORITY AND WAGE RATES**  
RELATING TO OPERATORS

Article XXIX - Hours Of Work

- 29.01 Operators will be entitled to two (2) days off consecutively. Ten (10) minutes reporting time will be paid to all Operators.
- 29.02 Travelling time by scheduled transportation will be paid from the depot to point of relief and points of relief back to the depot in accordance with the scheduling of individual runs for those Operators required to report to the Transit Maintenance facility. Operators who do not report to the Transit Maintenance facility will not be paid for travelling time.
- 29.03 A paid lunch period of not less than twenty (20) minutes and not more than forty (40) minutes will be allowed on all runs of approximately five (5) consecutive hours, in accordance with the scheduling of individual runs.
- 29.04 It is agreed that all work must be performed and employees on the regular spare, extra spare or overtime list must be available as needed to perform the required work. If required, the junior employees on the above lists will be designated to work.
- 29.05 Four (4) parking spaces will be made available at the south and north terminals for lunch relief Operators.

Article XXX - Statutory Holidays

30.01 The Corporation recognizes the following eleven (11) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day or Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day
	New Year's Day

Schedule "A" employees will receive one (1) additional day's pay on the last pay in November in lieu of the half ( $\frac{1}{2}$ ) day before Christmas and the half ( $\frac{1}{2}$ ) day before New Year's Day as additional Statutory Holidays.

30.02 Every Operator with thirty (30) or more days continuous service with the Corporation prior to a Statutory Holiday will be paid at the rate of eight (8) hours for each of the above-mentioned Statutory Holidays. When a Statutory Holiday falls on an employee's regular day off, a day off with pay, in lieu of the Statutory Holiday pay, will be allowed.

30.03 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is off on authorized leave other than provided for in Article VII - Leave of Absence.

Article XXX - Statutory Holidays Cont'd

## SCHEDULE "A"

Any sign-up encompassing a Statutory Holiday will have the work for that day designated for the sign-up at the time of signing.

An Operator whose run is booked on a Statutory Holiday is obligated to work unless otherwise arranged.

Accumulated lieu days will be used when "booking off" under Clause 38.01 and at times agreed upon between the employee and the Supervisor.

Lieu time will be considered to be included in the guarantee for the week in which the Statutory Holiday occurs.

If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workers' Compensation, they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

30.04 If an employee is required to work on a Statutory Holiday, he will receive pay for the day plus time **and** one-half **(1%)** (effective January 1, **1982**, double time **(2)**) for all hours worked. An employee may elect to accumulate a lieu day rather than receiving pay for the day provided he does not accumulate more than five (5) lieu days per calendar year to a maximum accumulation of ten (10) lieu days to be taken at times agreed upon between the employee and the Supervisor. Where the required work is less than eight **(8)** hours, he will receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

Article XXX - Statutory Holidays Cont'd

## SCHEDULE "A"

30.05 All work not covered by regular or extra spare Operators will be distributed by seniority. An "Available for Overtime" list will be posted one (1) week prior to Statutory Holidays.

Article XXXI - Regular Days Off

31.01 Every Operator will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for work performed on his regular day off.

Article XXXII - Spread Time

32.01 Operators will be paid sixty cents (60¢) per hour, (effective on signing collective agreement, seventy cents (\$ .70) per hour) for non-working hours between scheduled daily runs, but not on overtime after scheduled runs.

Article XXXIII - Overtime

33.01 Overtime will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ). Regular Operators will be entitled to overtime for time worked in excess of eight (8) hours (daily) and regular spare and extra spare Operators will be entitled to overtime for time actually worked in excess of forty (40) hours per week (exclusive of paid lunch periods, booking on and booking off time).

33.02 Regular run Operators who take out extra work in addition to the regular run will receive a minimum of two (2) hours added to the time worked on the scheduled run. If no scheduled run or only part of a scheduled run is worked, a minimum of three (3) hours at straight

Article XXXIII - Overtime Cont'd

## SCHEDULE "A"

time will be paid, the object being to allow the same time for regular run Operators as is allowed spare or extra spare Operators for similar work.

- 33.03** Operators who **work** on their regular days off will be governed by the conditions of Clause **29.01** to **29.03**, if applicable, payable at straight time rates.

Article XXXIV - Time For Spare Or Extras

- 34.01** Operators not **holding an assigned** run, if booked for spare or taking out extras or specials or working part of a run not signed for, will be allowed a minimum of three (3) hours at straight time. If such Operator is called for duty by a proper Official and is not required after reporting for duty, he will receive a minimum of three (3) hours pay at straight time.

Article XXXV - Premium For Instructors

- 35.01** Operators who are appointed by the Manager as instructors will be paid seventy-five cents (75¢) per hour extra for such time spent in training bus Operators.

- 
- 36.01** The seniority list will be compiled such that each individual employee will be placed in accordance with his term of continuous service. Effective January 1, 1978, seniority for new employees will be on the first day hired basis. Employees hired prior to that day will maintain their seniority date. Each employee must

Article XXXVI - Seniority Cont'd

## SCHEDULE "A"

choose his job in accordance with this seniority list, the preference of jobs, commencing with the employee who has the longest term of continuous service.

36.02 (a) Operators will sign-up for runs at the rate of four (4) per day between the hours of 6:00 a.m. and 10:00 p.m. with four (4) hours sign-up time each. The sign-up schedule will be posted at the same time as the sign-up is given to the Union. Where an employee does not sign-up within their allocated time, the next employee on the seniority list will be entitled to sign-up. The employer will contact employees who are on sick leave at the time of their sign-up and if necessary will have the sign-up delivered to them provided they are within the limits of the City of Thunder Bay. An employee applying for a Leave of Absence will leave with Management or a Union Officer his preference as to signing.

(b) Vacation relief man upon signing his choice of relief work available will stay with the run signed on that run for the duration of the sign-up, unless he bids on another run.

36.03 All runs will be posted once in every three (3) months or sooner for employees to make their selection as to the run they desire. Copies of each sign-up will be made available to the Union Executive two (2) weeks prior to selection. As many non-split runs as possible will be established. The proposed schedule will, whenever possible, be posted up not less than two (2) weeks before going into effect and the sign-up will be completed within this period. Positions on the spare

Article XXXIV - Seniority Cont'd

## SCHEDULE "A"

board are to be included in the Schedule. Any runs made vacant by any cause exceeding fifteen (15) consecutive days may be claimed by the next following senior Operator. If that Operator does not claim the run, the vacancy will be posted for five (5) consecutive days. If the posting is bid on, it will be filled according to seniority. If the posting is not bid on, the run will be assigned to the next extra spare Operator. Except when it is known that a run will be vacant and that it will be vacant for a period exceeding one (1) week, then it will be bulletined immediately and filled according to seniority and choice commencing with the Operator on the seniority list immediately following the Operator signed on the vacant run.

Upon return of the regular Operator or extra spare Operator, the extra spare Operator will return to his signed position on the extra spare list, or claim one (1) run being held by a junior extra spare Operator.

When an Operator begins double or triple bidding he must, with each bid, progress to a higher seniority position than the position he presently holds. In the event the Operator originally creating the vacancy returns to his run, the Operator who is temporarily filling the run will return to his own signed run. Spareboard work will rotate on the board daily, and regular spare man will be available for any work on that particular day and will be allotted such work if his duties for that day permit.

When making out the daily work sheet, extra work will be equalized as far as possible.

Article XXXVI - Seniority Cont'd

## SCHEDULE "A"

There will be a minimum of eight (8) hours rest between the termination of one day's work and the commencement of the next day's work for all Operators except by agreement between the Operator and Management.

36.04 Effective January 1, 1982, three (3) employee groups will be formed to be called Group "A", Group "B", and Group "C", for the purposes of determining vacation time. The top seniority holder will be placed in Group "A", the second most senior in Group "B" and the third most senior in Group "C", etcetera until all employees have been allocated a Group. In 1982, Group "A" will have first choice of vacation, Group "B" will have second choice and Group "C" will have third choice. Vacation periods will rotate each year with Group "B" moving to first choice of vacation period, Group "C" moving to second choice of vacation period, etcetera. It is agreed that sufficient blocks will be set aside in June, July and August to accommodate one full group. Vacation schedules will be posted by September 1st. Three (3) employees will sign up per day. The sign-up schedule will be posted one (1) week prior to the posting of the vacation sign-up. New employees will fill up the bottom of the groups in a manner to keep the groups proportionate. The vacation sign-up must be completed no later than November 30th or vacations will be scheduled at the discretion of management. The employer will contact employees who are on sick leave at the time of their sign-up and, if necessary, will have the sign-up delivered to them provided they are within the limits of the City of Thunder Bay. An employee, upon applying for a Leave of Absence will leave with Management or a Union Officer his preference as to signing.



Article XXXVI - Seniority Cont'd

SCHEDULE "A"

- 36.05** In the event of a vacancy on the regular spare Operators' list known to exceed fifteen (15) consecutive days, senior extra spare men will be put on the guarantee list as junior regular spare.

In the event of a run becoming vacant and not bid on, then the run will be filled by the Senior Extra Spare Man, in order to be placed on the guarantee list.

- 36.06** It **is** agreed that regular spareboard work and spare-for-the-day lists will be posted with each sign-up.

Article XXXVII - Extra Work

- 37.01** After the minimum weekly guarantee of hours has been provided, all extra work will be divided as evenly as possible among all Operators who indicate their desire for extra work on an available for overtime sheet which will be put up with the "sign-up".

Article XXXVIII - Reporting Time

- 38.01** Day Operators missing their runs and spare board Operators failing to report at the appointed time will forfeit work for that day but, if reporting in before noon, may be allotted other available work. Night Operators missing early morning extras will not forfeit their regular runs but will be required to report in before noon if available to take their regular run. Five (5) minutes grace will be allowed. In case of emergency, Operators desiring to book off will contact the Dispatcher before booking off in order to permit arrangements for a relief Operator.

Article XXXVIII - Reporting Time Cont'd

## SCHEDULE "A"

The Management may approve booking off for other reasonable cause if an employee requests such leave at least forty-eight (48) hours before such booking off, and such absence does not interfere with the efficient operation of the Department. Runs will be posted not later than 2:30 p.m. each day except in case of emergency. Operators are not permitted to book off on the daily Bus Starters' Report. No Operator is allowed to book off for less than three (3) hours except where the Operator has taken sick while on duty.

- 38.02 All Operators who have booked off duty for any reason will book back on duty before 1200 hours on the day prior to the day on which they are returning to duty.

Article XXXIX - Guarantee

- 39.01 (a) Operators bidding on runs or working exchange of *duty* days are to be paid at straight time rates when working in excess of forty (40) hours of their guarantee.

- (b) Regular spare Operators and signed run Operators are guaranteed forty (40) hours per week including paid time off. Operators who missed reporting for duty or who are out of service through any other cause will have that portion of missed duty reduced from the above guarantee.

- 39.02 When any regular spare Operator's working hours reach forty (40) hours in any week, he will not be called upon for further work until all other spare Operators have worked forty (40) hours in that same week.

Article XXXIX - Guarantee Cont'd

## SCHEDULE "A"

39.03 A minimum of twelve (12) regular spare Operators will be used, which number may be reduced during June, July, and August vacation times by reducing one regular spare for each additional employee, beyond twelve (12), allowed vacation leave at any one time. Extra spare Operators will be employed when necessary to eliminate as far as possible other Operators working overtime, but these extra spare Operators will not be covered by the guarantee as provided in Article XXXIX, Clause 39.01.

Article XXXX - Equipment

40.01 Operators should be made as comfortable as possible and bus equipped for safe and efficient operation. Equipment supplied to Operators will include: badge and punch, such equipment to remain the property of the Transit Department and to be returned to the Department on retirement or termination of Operator's employment. Operators will be responsible for loss or undue damage to such equipment and it is agreed that the replacement cost of such equipment will be deducted from the employee's regular pay cheque.

Article XXXXI - Uniforms

41.01 All Operators, in the Spring of 1980, and new Operators after three (3) months of service, will be supplied with a summer and winter uniform and with six (6) shirts in any combination of short or long sleeves, a male or female style cap and parka-type coat. (The summer uniform will consist of a tunic; two (2)

Article XXXXI - Uniforms Cont'd

## SCHEDULE "A"

trousers; and two (2) ties. The winter uniform will consist of a tunic, two (2) trousers; a vest or pull-over sweater-vest if requested; and a fur hat if requested.)

EACH YEAR THEREAFTER, the Operator will receive two (2) pair of trousers, (one (1) summer, one (1) winter weight), six (6) shirts in any combination of short or long sleeves, and two (2) ties. EVERY SECOND YEAR THEREAFTER, a tunic in either summer or winter weight. EVERY THIRD YEAR THEREAFTER, a parka-type coat. ON AN AS-REQUIRED BASIS, a vest or pullover sweater-vest, and a male or female style cap or fur hat. Uniforms will bear a Union label.

In order to qualify for additional years service for the purpose of uniform entitlement, an Operator must work a minimum of six (6) months in the previous year.

41.02 When an Operator is terminated, he will return all items of the uniform with the exception of shirts.

Article XXXXII - Wages

42.01 An Operator, while filling the position of Inspector or Dispatcher on a temporary basis in excess of two (2) working days, will be paid a differential of thirty cents (30¢) per hour retroactive to the first day.

SCHEDULE "B" SETTING OUT THE PROVISIONS  
OF WAGE RATES, HOURS OF WORK, STATUTORY  
HOLIDAYS, OVERTIME AND SENIORITY RELATING  
TO EMPLOYEES ENGAGED IN BUILDING AND  
EQUIPMENT MAINTENANCE

Article XXXXIII - Hours of Work

43.01 The regular hours of work for employees, except Service Technician "A" will be five (5) eight (8) hour shifts each week, Monday through Friday inclusive, followed by two (2) consecutive days off will be as follows:

8:00 a.m. to 4:30 p.m. with 1/2 hour  
unpaid lunch break:

4:00 p.m. to 12:00 Midnight with 20  
minutes paid lunch break:

NOTE: FOR SUMMER SCHEDULE (JULY 1 TO  
AUGUST 31) 8:00 A.M. TO 4:30 P.M.

43.02 The regular hours of work for Service Technician "A" will be from 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 Midnight and from 12:00 Midnight to 8:00 a.m.

43.03 It is agreed that the Corporation may hire part-time workers who will not work more than twenty-four (24) hours per week for the cleaning of the interior of buses only. The use of part-time workers will not result in the lay-off of regular staff. Such part-time workers will not become members of the Union, nor be covered by the terms of this Agreement.

Article XXXXIV - Statutory Holidays And Regular Days Off

44.01 The Corporation recognizes the following eleven (11) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day or Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day
	New Year's Day

In addition to the above, Schedule "B" employees except those holding the classification of "Service Technician" will be granted the one-half ( $\frac{1}{2}$ ) day before Christmas Day and the one-half ( $\frac{1}{2}$ ) day before New Year's Day as additional Statutory Holidays.

Employees holding the classification of "Service Technician" will receive one (1) additional day's pay on the last pay in November in lieu of the half ( $\frac{1}{2}$ ) day before Christmas and the half ( $\frac{1}{2}$ ) day before New Year's Day as additional Statutory Holidays.

44.02 Every employee with thirty (30) days or more continuous service with the Corporation prior to a Statutory Holiday will be paid at their appropriate rate of pay for each of the above-mentioned Statutory Holidays, and in addition, will be paid double (2) time for time worked on the above-mentioned Statutory Holidays.

**Shift workers** will be required to work on a Statutory Holiday which falls on their regularly scheduled shifts unless otherwise informed by Management.

Article XXXXIV - Statutory Holidays and Regular Days Off Cont'd

Employees other than shift workers will not be required to work on a Statutory Holiday unless officially requested by Management to do so.

44.03 When any of the above-named Statutory Holidays fall on a Saturday or a Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday will be deemed to be the holiday(s) for the purpose of this Agreement other than for shift workers who will observe and be paid for the holiday on the day that it falls.

44.04 When any of the above-named Statutory Holidays fall on an employee's scheduled day off, the employee will receive another day off at a time agreed upon between the employee and the employer.

44.05 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is ill, on authorized vacation or leave of absence.

If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workers' Compensation, they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

44.06 If an employee is required to work on a Statutory Holiday, days off in lieu of Statutory Holiday pay may be granted and allowed to accumulate up to five (5) days per calendar year to a maximum accumulation of ten

Article XXXXIV - Statutory Holidays and Regular Days Off Cont'd

(10) days, to be taken at times agreed upon between the employee and the Supervisor. When the required work is less than eight (8) hours, he will receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

Article XXXXV - Overtime and Sunday Work

45.01 Employees will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for the first four (4) hours of overtime after a regular shift and double (2) time after the four (4) hours up to the commencement of the next regular shift, and time and one-half ( $1\frac{1}{2}$ ) for all hours worked on the sixth day of their regular work week, and double (2) time for all hours worked on the seventh day of their regular work week. Shift employees regularly scheduled to work on a sixth or seventh consecutive day shall not be paid overtime rates.

Unscheduled overtime for absence replacement may be for peak periods only.

45.02 In the event of a call out for an emergency after regular working hours, an employee will be paid four (4) hours at regular rates of pay or at his applicable overtime rate, whichever is the greater.

45.03 Effective upon signing of collective agreement, a meal allowance to a maximum of seven dollars and fifty cents (\$7.50) (receipt required), will be allowed when an



Article XXXXV - Overtime and Sunday Work Cont'd

employee is required to work unscheduled overtime in excess of two (2) hours beyond their normal shift and every five (5) hours thereafter.

- a) if meal is eaten at work site, paid time will be allowed;
- b) if meal is eaten away from work site, all lost time, including transportation, will be absorbed by the employee.

Article XXXXVI - Shift Differential

**46.01** A shift differential of thirty cents (30¢) per hour will be paid for all work performed on the evening and night shifts and as described in **43.02** and **43.03**, but will not be payable when the overtime rate is in effect.

Effective on signing collective agreement increase Shift Differential fifteen cents (\$ .15) per hour.

Article XXXXVII - Protective Clothing

**47.01** All Maintenance personnel will be entitled to cloth and leather gloves, coveralls or shop coats, and rain-coats on an as-required basis.

**47.02** Hydro-type parkas will be supplied at the beginning of every third winter or on an "as required" basis due to damage incurred in the course of the employee's duties, at the discretion of Management beginning in the fall of 1981.

Article XXXXVIII - Tool Allowance

48.01 A tool allowance of one hundred dollars (\$100.00) per annum will be applicable when required to all employees holding the positions of Maintenance Electrician, Heavy Duty Mechanic and Body Repairer Painter.

Effective January 1, 1991, increase allowance to \$110.00 per annum.

48.02 The Corporation will supply a selection of necessary tools for the use of the Tire/Battery Technician "A", Tire/Battery Technician "B", Service Technician "A", Service Technician "B", and Lubricator as required.

48.03 The purchase of tools under the Tool Allowance by employees holding the above-mentioned positions will be subject to strict Management control and will be approved only on the recommendation of the Maintenance Superintendent or a duly authorized representative of Management.

Article XXXXIX - Safety Shoes

49.01 Safety shoes will be provided at the discretion of Management where required to a maximum of one (1) pair per year.

Article L - Wages

50.01 Employees who are at their maximum rate, performing duties on a temporary basis in a higher classification, will receive the next higher rate of pay for that classification, and employees working through their progression steps will not receive less than the rate they were receiving prior to the appointment.

Where two (2) or more applicants meet the minimum qualification;; as outlined in the Service Technician "A" position description, and have satisfactory work records, preference must be given to applicants who are full-time employees and A.T.U. members. If preference has been given to two (2) or more "full-time" A.T.U. members, seniority will govern.

DATED AT THUNDER BAY, ONTARIO, THIS 17<sup>th</sup> DAY OF December, 1990.

FOR THE CORPORATION

Gerald M. Gomer

FOR THE UNION

Richard Henry



The Corporation  
Of The City Of  
Thunder Bay

LETTER OF UNDERSTANDING

BETWEEN :

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 966

The Corporation and the Union agree to try a system of Relief Operators, who shall become Union members, for the duration and renewal of the collective agreement, who will only receive Statutory Benefits, being: C.P.P., U.I.C., EHT, 4% Vacation Pay paid bi-weekly, and the eight (8) Provincial Statutory Holidays, until such time as their accumulated days of work equal one hundred and ninety (190), after which they will receive one dollar (\$1.00) per hour in lieu of fringe benefits, being: Sick Leave, Life Insurance, the various Health Benefits currently provided through Ontario Blue Cross, the OMERS Pension Plan, the above Statutory Holidays and Paid Holidays.

Relief Operators shall be assigned work in accordance with their respective date of hire on a rotational basis.

When there is a vacancy to be filled the Relief Operator with the earliest date of hire will be given the opportunity to fill the vacancy.

Relief Operators will not be allowed to "sign up or bid" for runs. Relief Operators will only be used to fill a vacancy and work assignment that cannot be filled in the normal manner.

Relief Operators who work the Statutory or Paid Holidays listed in the collective agreement will receive one and one-half (1 1/2) times the regular rate of pay.

In return, the Corporation agrees to reclassify all current Extra Spare Operators to Regular Operators.

Wherever the term "Extra Spare Operator" appears in the collective agreement, it shall be read as "Relief Operator".

SIGNED IN THUNDER BAY, ONTARIO, THIS 17<sup>th</sup> DAY OF December, 1990.

FOR THE CORPORATION

FOR THE UNION

Ronald McNamee

Richard Barry



The Corporation  
Of The City Of  
Thunder Bay

LETTER OF INTENT

EXCHANGE OF VACATION GROUPING, SPECIFIED IN SCHEDULE "A", CLAUSE 36.04, TO ACCOMMODATE OPERATORS WHO HAVE SPECIFIC JUSTIFICATION, ACCEPTABLE TO MANAGEMENT, TO CHANGE SUCH GROUPING.

Operators wishing to change vacation grouping, will be responsible to arrange a lateral change with another Operator who has equal amounts of vacation credits.

Operators requesting an exchange of groups, will be placed into the appropriate group on a permanent basis.

Once an Operator has chosen his/her vacation period it may not be changed.

Requests to change vacation grouping, must be received by Management, one (1) month before posting of the vacation sign-up, September 1st, each year, duly signed by both parties concerned and an official of the Amalgamated Transit Union, Local 966.

This policy shall be effective with the vacation sign-up of September 1985, for the year 1986, and thereafter.

Should this policy be acceptable to both the Union and Management, then Management will permit an exchange of 1984 vacations between C. Veltri and J. Franklin.

This policy and arrangement is acceptable to the undersigned parties, who have affixed their signatures this 17<sup>th</sup> day of January, 1990.

FOR THE CORPORATION

Gerald McNamee

FOR THE UNION

Richard Barry



The Corporation  
Of The City Of  
Thunder Bay

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LETTER OF AGREEMENT

RE: CLAUSE 30.04

That all guaranteed Spare Men working on a Statutory Holiday will be allowed to accumulate the holiday if they so desire, as per Clause 30.04.

This letter is to include Regular Spare and guaranteed Extra Spare Operators.

SIGNED THIS 11<sup>th</sup> DAY OF December, 1990.

FOR THE CORPORATION

Arnold M. Gorme  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

J. J. Jones  
Richard J. Gorme  
\_\_\_\_\_  
\_\_\_\_\_

## WAGE SETTLEMENT - ATU, LOCAL 966

July 1, 1989 - 2.5%  
January 1, 1990 - 5.5%  
January 1, 1991 - 5%\*  
January 1, 1992 - 5%

\*

Plus a GST adjustment clause of fifteen cents (\$ .15) per hour for each full one percent (1%) increase on the December 31st, 1990, Consumer Price Index (CPI) for Thunder Bay plus five percent (5%), ending November 30, 1991, calculated as follows:

- Add to the **CPI** (Thunder Bay) for December 1990 an increase of five percent (5%) which will be deemed to be the "trigger point".
- When the **CPI** (Thunder Bay) reaches this "trigger point", then for each full one percent (1%) increase to that "trigger point" in the **CPI** (Thunder Bay) increase the hourly rates of pay by fifteen cents (\$ .15) on the commencement of the next full pay period commencing after the announcement of the **CPI** for Thunder Bay, for the previous month.

The last adjustment could occur for the month of November, 1991, and if so, will be adjusted on the last full pay in December 1991, and the GST adjustment clause will have no further effect and will be automatically deleted from the collective agreement on January 1, 1992.

SCHEDULE "B"JOB CLASSIFICATION AND WAGE RATESBUILDING & EQUIPMENT MAINTENANCE EMPLOYEES

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

<u>Classification</u>	<u>July 1</u> <u>1989</u>	<u>Jan. 1</u> <u>1990</u>	<u>Jan. 1</u> <u>1991</u>	<u>Jan. 1</u> <u>1992</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Maintenance Electrician	17.12	18.06	18.96	19.91
Automotive Electrician	16.02	16.90	17.75	18.64
Heavy Duty Mechanic	16.74	17.66	18.54	19.47
Body Repairer Painter (Apprentice)				
Step 1	8.43	8.89	9.33	9.80
Step 2	10.03	10.58	11.11	11.67
Step 3	13.38	14.12	14.83	15.57
Step 4	15.07	15.90	16.70	17.54
Body Repairer (Journeyman)	16.74	17.66	18.54	19.47
Tire/Battery Technician "A"	15.28	16.12	16.93	17.78
Tire/Battery Technician "B"	14.19	14.97	15.72	16.51
Storekeeper	13.91	14.68	15.41	16.18
Warehouse Person - 1st Year	11.93	12.59	13.22	13.88
(90% of Thereafter)				
Warehouse Person - 2nd Year	12.60	13.29	13.96	14.65
(95% of Thereafter)				
Thereafter	13.26	13.99	14.69	15.42
Lubricator -	13.21	13.95	14.64	15.37
1st 6 Months				
(95% of Thereafter)				
Thereafter	13.91	14.68	15.41	16.18
Bus Cleaner	10.03	10.58	11.11	11.67

STUDENT RATE - 85% of full-time classification at full-time start rate.



SCHEDULE "B"  
JOB CLASSIFICATION AND WAGE RATES  
BUILDING & EQUIPMENT MAINTENANCE EMPLOYEES

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

<u>Classification</u>	<u>July 1</u> <u>1989</u>	<u>Jan. 1</u> <u>1990</u>	<u>Jan. 1</u> <u>1991</u>	<u>Jan. 1</u> <u>1992</u>
	\$	\$	\$	\$
Service Technician "A" - 1st 6 Months (80% of Thereafter)	10.99	11.60	12.18	12.79
Service Technician "A" - 2nd 6 Months (90% of Thereafter)	12.37	13.05	13.71	14.39
Thereafter	13.74	14.50	15.23	15.99
Service Technician "B" - 1st 6 Months (80% of Thereafter)	10.62	11.20	11.76	12.35
Service Technician "B" - 2nd 6 Months (90% of Thereafter)	11.94	12.60	13.23	13.90
Thereafter	13.27	14.00	14.70	15.44

Service Technicians in charge of a shift will be paid four percent (4%) per hour over their regular rate of pay.

Service Technicians will be paid an additional ten cents (\$ .10) per hour for seat repairs.

STUDENT RATE - 85% OF FULL-TIME CLASSIFICATION AT FULL-TIME START RATE.

"REGULAR MEETINGS OF **LOCAL** 966  
ARE HELD ON THE FIRST WEDNESDAY  
OF **EACH** MONTH WITH THE MORNING  
MEETING AT 10:00 A.M. AND THE  
NIGHT MEETING AT 8:00 P.M."