

SOURCE	COMP		
EFF.	98	07	01
TERM.	01	06	30
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	110		

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL #966**

**FROM: July 1, 1998**

**TO: June 30, 2001**

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THIS AGREEMENT made this 7<sup>TH</sup> day of December, A.D., 1998.

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 1 - 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 2 - Definitions**

2.01 “City Manager” shall mean the head of the municipal administration of the Corporation.

“Classification” shall mean the positions listed in Schedules “ A and “B”.

“Employee” shall mean an employee coming within the bargaining unit described in Article 3.

“General Manager” shall mean the head of the Transportation and Works Department of the Corporation, or his designate.

“Manager” shall mean the Transit Manager or in the case of building and equipment maintenance personnel occupying the positions set forth in Schedule “B” attached hereto, the Manager - Facilities and Equipment, or their designates.

“Student” shall mean a person who is employed sometime during the period April 15th to September 15th and who is a full-time student at a school, college, university or other educational institution prior to becoming employed by the Corporation, and who demonstrates to the Corporation an intent to return to school on a full-time basis at the end of the vacation period. Student employees shall not accumulate seniority, service or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 15th.

“Supervisor - Equipment” shall mean the Supervisor of equipment maintenance personnel occupying the positions set forth in Schedule “B” attached hereto.

**Article 2 - Definitions - Continued**

"Supervisor - Operations" shall mean the Supervisor of operating personnel occupying the positions set forth in Schedule " A attached hereto.

- 2.02 The gender clause shall mean that where for the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice versa as applicable.

**Article 3 - 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.

- 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 3 - Union Recognition Continued**

3.04 The Corporation acknowledges the right of the Union to appoint Shop Stewards together with alternate Shop Stewards. A Shop Steward from the Facilities and Equipment Division (or an Operator on their own time at no additional cost to the Corporation) will be allowed time during working hours to provide and acquaint new employees to the Collective Agreement.

**Article 4 - 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.

**Article 5 - Probationary Period**

5.01 All new employees hired into positions falling under the jurisdiction of the ATU bargaining unit will be on probation for a period of nine (9) months during which time the employee may be discharged for unsuitability. It is understood that such discharge may be processed through the grievance procedure.

During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Corporation. It is agreed that, at the employee's request, a Shop Steward may be in attendance at such evaluations. 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

## **Article 5 - Probationary Period - Continued**

will be forwarded to the Union within fourteen (14) days, for record purposes.

## **Article 6 - 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 Division will be subject to the provisions of this Article after thirty (30) days have expired.

## **Article 7 - 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 commencement 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.

## **Article 7 - Leave of Absence - Continued**

- 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.
- 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 will grant a leave of absence, without pay, in the case of the first loss of licence by an employee (1 year impaired charge). In the case of the second or subsequent impaired driving conviction of one year, immediate termination will result.
- 7.07 The Corporation agrees to administer Pregnancy and Parental Leave as per the current provisions of the Employment Standards Act of Ontario.

## **Article 8 - Grievance Procedure**

- 8.01 A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. An earnest effort shall be made to

Article 8 - Grievance Procedure - Continued

settle all grievances fairly and promptly in accordance with the following procedures:

Step No. 1

The aggrieved employee(s) will submit the grievance to his Union Representative. If the Union Representative in consultation with the Grievance Committee considers the grievance to be justified, he shall first seek to settle the dispute orally with the employee's appropriate non-union Supervisor. The non-union Supervisor shall not consider a grievance where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the non-union Supervisor's receipt of the grievance. The non-union Supervisor will render a decision within seven (7) full working days after hearing the grievance. At each step of the grievance procedure, where a meeting is required, the grievor, if he so chooses, shall be entitled to be present along with his Union Representative.

Step No. 2

Failing satisfactory settlement at Step No. 1, the Union Representative will submit to the Manager or designate within seven (7) full working days following the Step 1 decision, a written statement of the particulars of the grievance and the redress sought. The Manager or his designate shall render his decision seven (7) full working days after hearing the grievance. At the Manager's discretion, a meeting may or may not be required with the grievor and the Union Representative.

Step No. 3

Failing satisfactory settlement at Step No. 2, up to two (2) Union Representatives, per grievance, shall within five (5) working days following the Step 2 decision submit the grievance to the City Manager or his designate. The City Manager or designate will render his decision within ten (10) working days following the hearing of the grievance. A meeting will

## **Article 8 - Grievance Procedure - Continued**

be held at this level, which will include the above mentioned parties and any other persons deemed necessary by management. Failing a satisfactory settlement being reached at Step 3, the Union may refer the dispute to Arbitration within thirty (30) working days thereafter, but not later. The thirty (30) working days shall commence following receipt, by the Union executive, of the written decision.

### **8.02 Policy/Group Grievance**

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a grievance involves a group of employees, Step Nos. 1 and/or 2 of the grievance procedure may be bypassed.

**8.03** The time limits in this grievance procedure may be extended by agreement of the parties. The time limits shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays.

Failure of the Union or the employee to meet the time limits will cause the grievance to be abandoned and that specific grievance shall not be further considered or reintroduced by that specific employee or the Union on his behalf.

### **8.04 Management Grievances**

Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within three (3) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within five (5) working days after receipt of the grievance, and thereafter will render a decision five (5) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in

## **Article 8 - Grievance Procedure - Continued**

Article 9 below, within twenty (20) working days after the Union's decision has been rendered.

## **Article 9 - 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 (½) 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 10 - 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.



## **Article 10 - Management Rights - Continued**

- 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 11 - 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 12 - 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 Divisions. Life passes are to be issued to all employees upon retirement and to their spouses.

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 12 - Transportation - Continued**

12.02 Four (4) parking spaces will be made available at the south and north terminals for lunch relief Operators.

## **Article 13 - Appointments**

13.01 All vacancies shall be posted for at least seven (7) working days and shall appear on the pay cheque stub, prior to the closing date. All applicants must thoroughly complete the application form, particularly with respect to their stated qualifications in relation to the specific job tasks, or they will be disqualified from the job competition.

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore, when filling posted vacancies or considering transfers, preference will be given to the most qualified applicant, considering such factors as skill, ability, experience, attendance and work record. Where two (2) applicants are found to be relatively equal in terms of the above, seniority shall govern.

13.02 (a) Employees recommended for appointment to positions in response to job postings or who are transferred to another position shall be given up to one hundred and thirty (130) work days training time in which to determine their suitability and capability prior to appointing them to the position. If an employee fails to complete this trial period, he shall be returned to their former position(s) without loss of seniority or benefits. Employees wishing to do so may revert to their former position within a thirty (30) working day period following commencement in the position.

(b) When an employee is on a temporary leave from the Union filling a management position, his time of leave shall be for a period of up to twelve (12) consecutive months before which he will be returned to his former position, unless the temporary vacancy is caused by long term illness, or

## Article 13 - Appointments - Continued

Workplace Safety and Insurance (WSIB), in which case the period referred to above will read twenty-four **(24)** months.

- 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 14 - Sick Leave

- 14.01 (a) Employees hired prior to January 1, 1982 who did not join the insured sick leave plan at that time will be entitled to receive one and one-half (1 1/2) accumulated sick leave credits per month, but will not be entitled to sick leave protection as described below in part (b).
- (b) The Corporation shall provide a disability plan for eligible full-time employees governed exclusively in accordance with the 1996 plan agreement between the Corporation and the adjudicator. The plan agreement shall not form part of this collective agreement, and contents and administration of same and shall not be made the subject of a grievance pursuant to this collective agreement.

The plan agreement will provide Short Term Disability (STD) 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 Long Term Disability (LTD) benefits of seventy-five percent (75%) of normal straight time pay, taxable, from the seventy-sixth (76th)

## Article 14 - Sick Leave - Continued

working day of absence due to illness or non-work related disability, inclusive of any Workplace Safety and Insurance Board (WSIB) benefits, Canada Pension Plan benefits (exclusive of dependent benefits) and OMERS disability pension until the sooner of recovery or retirement.

Effective January 1, 1999, the Corporation will grant all full-time employees, employed in classifications within Schedules "A" and "B" except those employees who continue to be on the sick leave plan prior to January 1, 1982, six (6) noncumulative casual sick days on January 1st of each year (or a prorated amount based on one (1) day for each two (2) months of service in the event an employee commences employment during the year).

The Employer is responsible for reimbursing the medical costs incurred by the employee's in supplying medical information as is required pursuant to the above-mentioned plan and the full cost of any compulsory medical examinations required under the regulations of the Ministry of Transportation or any other medical examination required by the Corporation to determine eligibility for continuance of employment as stated in the qualifications of the current job description. Employees will be required to make the initial payment for the medicals and will be reimbursed by way of direct deposit upon proof of receipt of payment..

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 Pre-Retirement Leave

(a) An employee may use his vested sick leave credits along with his vacation and statutory credits to leave or immediately prior to his retirement.

## **Article 14 - Sick Leave - Continued**

retirement age of sixty-five (65) years or prior to the point of an unreduced early retirement under the most current OMERS qualifying provision to the extent that such credits or any portion thereof will bring him to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision. 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 14.

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.

14.04 Every employee claiming sick pay pursuant to Article 14.01 (a), or noncumulative casual sick days, may be required by the Employer to produce a certificate signed by a qualified medical practitioner certifying that the employee is unable to perform his normal duties and, where possible, indicating a return to work date.

14.05 The Employer may require certified medical information which indicates to what extent an employee is able to perform any work in relation to modified work programs. Any employee who fails to comply with any of the conditions of this Article or who attempts to wrongfully obtain sick pay benefits will be subject to disciplinary action.

## **Article 15 - Workers' Compensation**

15.01 At the option of the employee, the Corporation will top up Workplace Safety and Insurance Board (WSIB) benefits as long as WSIB is paid.

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

Employees may use vested 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.

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 16 - 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 traveling time where the burial takes place outside the District of Thunder Bay.

## **Article 16 - Bereavement Leave - Continued**

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 17 - Jury and Witness**

17.01 Employees who are called to serve as jurors or are subpoenaed as a witness in legal proceedings:

- (a) Will be granted leave of absence for such purpose provided that, on completion of their jury or witness service, such employees will present to their appropriate non-union Management representative 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 traveling allowances.
- (c) Upon being released from jury or witness service in the forenoon of any day, immediately telephoning their division for instructions respecting their return to work and will, upon receiving such instructions, comply with the same.

**.Article 18 - Medical, Hospital, Dental & Group Life Insurance Plans**

18.01 The Corporation agrees to pay one hundred percent (100%) of the billed premiums of the Blue Cross Semi-Private Plan or equivalent, 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 Extended Health Care benefits, or equivalent, on the basis of \$25.00 - \$50.00 deductible (effective on the first day of the seventh continuous month of employment); and a Dental Plan No. 9, or equivalent, (effective on the first day of the seventh continuous month of employment). 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 dependent 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 on the basis of one and one-half (1%) times the employee's annual salary which is based on the regular hourly rates times 2,080 hours (effective on the first day of the thirteenth continuous month of employment).

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 In lieu of the Employment 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



**Article 18 - Medical, Hospital, Dental & Group Life Insurance Plans - Continued**

and/or lenses, repairs and contact lenses) up to a total amount of one hundred and twenty dollars (\$120.00) each two (2) calendar years per person (employee, spouse and dependent children) when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

**Article 19 - Vacation With Pay**

19.01 a) Vacation Entitlement

- 1) All employees with one (1) year or more of completed continuous service will be entitled to ten (10) working days annual vacation with Pay.
- 2) All employees with three (3) years or more of completed continuous service will be entitled to fifteen (15) working days annual vacation with pay.
- 3) All employees with eight (8) years or more of completed continuous service will be entitled to twenty (20) working days annual vacation with pay.
- 4) All employees with sixteen (16) years or more of completed continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

Effective January 1, 1999

All employees who have completed sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth above in 19.01 (a), will be entitled to one additional day for each year of completed service after twenty-one (21) years of completed continuous service as follows:

**Article 19 - Vacation With Pay - Continued**

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>WORKING DAYS ANNUAL VACATION WITH PAY</b>	<b>ADDITIONAL VACATION DAY(S) WITH PAY</b>
21	25	0
22	25	1
23	25	2
24	25	3
25	25	4
26	25	5
27	25	6
28	25	7
29	25	8
30	25	9
31	25	10
Thereafter	25	10

Note: Make it clear that the one additional day does not kick in until the employee is working in their 22nd year of employment and the additional day is allocated at the beginning of the calendar year when the employee will be completing his 22nd year of employment. Also, limit the additional days to 10 which is in line with the rest of the Corporation.

Employees who are currently receiving ten (10) or more additional vacation days will be entitled to continue to receive the vacation entitlements of the expired June 30, 1998 collective agreement.

## Article 19 - Vacation With Pay - Continued

b) Pay For Annual Vacation

For the purpose of Article 19, pay for annual vacation will be reduced proportionately by the extent to when an employee was on unpaid leave of absence as per Article 7, 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.

(c) Schedule "A" Employees

Three 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. 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 October 1st. Six (6) 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 by number of vacation weeks per column. 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

## **Article 19 - Vacation With Pay - Continued**

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.

Vacation pay will be based on a forty (40) hour week, and seniority will govern the selection of vacation periods, with rotation of vacation blocks in succeeding years.

### **19.01 (d) Schedule "B" Employees**

Any employee 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.

**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 and claiming sick pay or WSIB benefits, then the vacation period will be extended by the number of vacation 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 respective Supervisor 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.

## **Article 19 - Vacation With Pay - Continued**

Employees who are in receipt of Sick Leave, STD/LTD or WSIB benefits for the full vacation period January 1 to December 31 each year will be deemed to have been paid for their vacation during that time off.

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 Divisions 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 20 - Accident Review**

20.01 (a) All employees, provided they are able, will be required to promptly notify the Corporation of accidents resulting in injuries involving themselves or passengers and Corporation property. Thereafter, all employees (or a Transportation and Works Department - Transit and/or Facilities & Equipment Supervisor or designate if the employee is unable) shall submit a written report of the accident to the Corporation in a prompt manner.

(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

## **Article 20 - Accident Review - Continued**

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 Division.

## **Article 21 - Discharge and Discipline Cases**

21.01 Disciplinary action is defined, but not limited to:

- (a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- (b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- (c) a suspension; or,
- (d) a discharge for just cause.

21.02 Discipline or discharge grievances shall be processed to Step #2 of the grievance procedure with a written statement lodged with the Manager within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- (a) confirming 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 personnel file during office hours. Upon permission of the employee, the Union may

## **Article 21 - Discharge and Discipline Cases - Continued**

have access to his personnel file. An employee shall have the right to respond in writing to any document contained therein and such reply shall form part of the permanent record.

- 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 management employee 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 22 - Hours of Work, Statutory Holidays, Seniority and Wage Rates**

- 22.01 Schedule "A" attached hereto sets out the provisions relating to statutory holidays, overtime, working conditions, seniority and wage rates relating to Operators.
- 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 23 - 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, legislated training or upgrading courses.

### **Article 24 - 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 25 - 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



## Article 25 - Automation and Technological Change - Continued

will be governed by the capability of the employee to be retrained and the availability of a suitable position with the Corporation.

## Article 26 - 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 and schedule, displacing a junior employee, provided that he has sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period.

If an employee cannot bump as the above, said employee may bump the junior employee in another group and schedule, provided that the employee about to bump has sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period. The carryover of seniority is only applicable for vacation and layoff purposes.

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

## Article 26 - Layoffs and Rehires - Continued

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.

**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 27 - 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, 1998 to June 30, 2001 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.

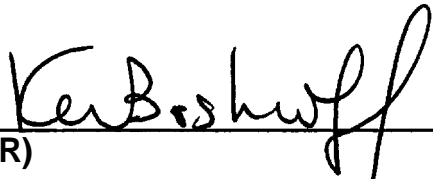
### **Article 28 - Mutually Agreed Changes**

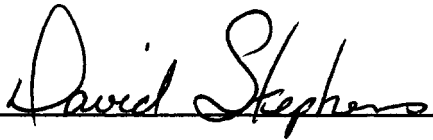
28.01 This Agreement may be amended by the mutual consent of the Parties during the lifetime of this Agreement and any amendments thereto will form part of this Agreement and be subject to the grievance and arbitration procedure.

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

THE CORPORATION OF THE  
CITY OF THUNDER BAY

THE AMALGAMATED TRANSIT  
UNION, LOCAL 966

  
\_\_\_\_\_  
(MAYOR)

  
\_\_\_\_\_

  
\_\_\_\_\_  
(CITY CLERK)

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

**Article 29 - 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 Traveling 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 traveling 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 relief 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.

**Article 30 - 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

**Article 30 - Statutory Holidays - Continued**

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 (½) day before Christmas and the half (½) 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 7 - Leave of Absence.

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.

### **Article 30 - Statutory Holidays - Continued**

If an employee is absent on sick leave covered by the STD/LTD insure plan or on Workplace Safety and Insurance (WSIB), 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 double time (2X) 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.

All guaranteed Spare Board Operators working on a Statutory Holiday will be allowed to accumulate the holiday if they so desire.

- 30.05** All work not covered by the spareboard will be distributed by seniority. An "Available for Overtime" list will be posted daily.

### **Article 31 - Regular Days Off**

- 31.01** Every Operator will be paid at the rate of time and one-half (1%) for work performed on his regular day off.

### **Article 32 - Spread Time**

- 32.01** Operators will be paid seventy cents (\$.70) per hour, for non-working hours between scheduled daily runs, but not on overtime after scheduled runs.

### **Article 33 - Overtime**

- 33.01** Overtime will be paid at the rate of time and one-half (1½). 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 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 Clauses 29.01 to 29.03, if applicable, payable at straight time rates.

### **Article 34 - 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 35 - 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.

### **Article 36 - Seniority**

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 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. Seniority lists will be posted once per year.

36.02 (a) Operators will sign up for runs at the rate of six **(6)** per day. The sign-up schedule will be posted at the same time as the sign-up is given to the Union. Operators will sign within their allocated time, or the next employee 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 city limits of the City of Thunder Bay. Any other absences from the work site will be the responsibility of the employee to leave his preference with either Management or the Union will sign on the employee's behalf.

(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.

## **Article 36 - Seniority - Continued**

6.03 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 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 spareboard. 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, the Operator filling that vacant run will return to his signed position.

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 36 - Seniority - Continued**

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

## **Article 37 - 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 38 - 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. An Operator who reports to work less than one (1) hour after the start of their run will be allowed to take over the rest of his/her run but, would be subject to disciplinary action for tardiness. 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 requesting to book off will contact the Controller before booking off in order to permit arrangements for a relief Operator.

Operators will be subject to disciplinary action as per the attached Memorandum of Transit Operator Tardiness.

### **Article 38 - Reporting Time - Continued**

The Management may approve booking off for 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 Division. Runs will be posted not later than 2:30 p.m. each day except in case of emergency.

- 38.02 All Operators who have booked off duty for any reason will book back on duty before 12:00 hours on the day prior to the day on which they are returning to duty.

### **Article 39 - 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.
- 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. Relief Operators will be employed when necessary to eliminate as far as possible other Operators

### **Article 39 - Guarantee - Continued**

working overtime, but these relief Operators will not be covered by the guarantee as provided in Article 39, Clause 39.01.

### **Article 40 - 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: a punch with such equipment to remain the property of the Transit Division and to be returned to the Division 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 41 - 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) trousers; and two (2) ties. The winter uniform will consist of a tunic, two (2) trousers; a vest or pullover 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.

## **Article 41 - Uniforms - Continued**

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.

However, the Corporation is prepared on a without prejudice basis to meet within thirty (30) calendar days of signing of the Memorandum of Settlement to discuss the standards of clothing and any other related issues regarding the Uniform Allowance.

Upon agreement between the parties to establish clothing standards within the time frame specified above, the Corporation is prepared to compensate Operators two hundred and seventy-five dollars (\$275.00) which is to be used to purchase uniforms for the 1998 year. If an agreement cannot be established within the time frame established above, we will revert to the language in the expired June 30, 1998 collective agreement.

If agreement is reached, the collective agreement language will be amended to read as follows:

Effective July 1st, 1999, and every July thereafter, a uniform allowance of two hundred and seventy-five dollars (\$275) per calendar year per Operator will be provided to all Operators subject to the clothing standards established by the uniform committee.

## **Article 42 - Wages**

42.01 An Operator, while filling the position of Controller on a temporary basis will be paid one hundred and six percent (106%) of the Operator's regular straight time hourly rate of pay. Wherever possible, Operators who are presently in workplace accommodation programs will be utilized first before other Operators are used.

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 43 - 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 "B" employees will be eight (8) hours between 7:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of a one-half (1/2) hour unpaid meal break.

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 44 - 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.

## **Article 44 - Statutory Holidays And Regular Days Off - Continued**

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 (2X) 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.

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



Article 44 - Statutory Holidays And Regular Days Off - Continued

**44.03** When any of the above-named Statutory Holidays fall on a Saturday or 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 Workplace Safety and Insurance (WSIB), 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 (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 45 - Overtime and Sunday Work**

**45.01** Employees will be paid at the rate of time and one-half (1½) for the first four (4) hours of overtime after a regular shift and double (2X) time after the four (4) hours up to the commencement of the next regular shift, and time and one-half (1½) for all hours worked on the sixth day of their regular work week, and double (2X) 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** A meal allowance to a maximum of seven dollars and fifty cents (\$7.50), will be allowed when an 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 46 - Shift Differential**

46.01 A shift differential of forty-five cents (\$0.45) per hour will be paid for all hours performed on the evening shift and as described in 43.02 and 43.03, but will not be payable when the overtime rate is in effect.

### **Article 47 - 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 on December 1st 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 winter of 1999 (December 1, 1999).

### **Article 48 - Tool Allowance**

48.01 Effective January 1, 1999, a tool allowance of one hundred and thirty dollars (\$130.00) per calendar year will be applicable when required to all employees holding the positions of Heavy Duty Mechanic and Body Repairer Painter.

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 Supervisor - Equipment or a duly authorized representative of Management.

**Article 49 - 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 50 -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.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**RE: FULL-TIME "TEMPORARY" SERVICE TECHNICIAN "A"**

The Corporation may appoint persons to full-time temporary Service Technician " A positions which will be covered by the collective agreement and will be paid at appropriate rates of pay and receive paid benefits. However, such employees will not accumulate seniority.

When it becomes known that a sick or injured full-time worker will not return to his or her position as a Service Technician " A , and such vacancy must be filled, it will be posted as a regular full-time vacancy for a period of not less than seven (7) working days for bid by the employees.

The temporary employees will be terminated when the position is filled as a regular full-time vacancy, and will not be covered by the provisions of Article 26 - Lay-offs and Rehires. However, nothing shall prevent the temporary employee from applying for full-time vacancies.

Where two (2) or more applicants meet the minimum qualifications 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 20<sup>th</sup> DAY OF November, 1998.

FOR THE CORPORATION

Rick Maki  
\_\_\_\_\_

FOR THE UNION

David Stephens  
Stephens  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**RE: RELIEF OPERATORS**

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., E.I., 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 1/2X) 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 20<sup>th</sup> DAY OF November, 1998.

FOR THE CORPORATION

Rick Maki

FOR THE UNION

David Stephens  
Stephens

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

**RE: HEAVY DUTY MECHANIC VACANCY**

The Corporation will post a vacancy for a Heavy Duty Mechanic caused by a long term absence covered under Long Term Disability (LTD).

The position will be filled as "regular full-time" and the successful applicant will receive all the benefits of the collective agreement.

Should the employee whose absence caused the vacancy return to work prior to the expiration of twenty-four (24) months on a Long Term Disability (LTD) Claim, the individual filling this posted position shall be terminated.

SIGNED THIS 20<sup>th</sup> DAY OF November, 1998.

FOR THE CORPORATION

Rick Maki  
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FOR THE UNION

David Stephen  
Stewart  
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## LETTER OF UNDERSTANDING

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
hereinafter referred to as the "Corporation"

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
hereinafter referred to as the "Union"

### **RE: TRANSIT OPERATOR TARDINESS**

With respect to Transit Operators' tardiness and the steps to be followed which have been agreed to by the Executive Committee of A.T.U. and Transit Management.

The following procedure is to be followed regarding employee tardiness:

<b>OFFENSE</b>	<b>ACTION</b>
1ST Offense	Verbal warning
2ND Offense	Consultation and a written warning
3RD Offense	Consultation and one (1) day suspension
4TH Offense	Consultation and three (3) day suspension
5TH Offense	Consultation and five (5) day suspension
6TH Offense	Will result in termination unless investigation indicates that other steps will result in satisfactory resolution of the problem.

Further that the time frame for the above steps be based on the following:

Upon each occurrence of lateness that occurs within three months of a previous occurrence the next step of the discipline procedure will be followed.

Should more than three months lapse between occurrences the discipline will revert back one step in the discipline procedure for each three months between occurrences.

#### Example

An employee who receives a three day suspension for his fourth offense would follow the following schedule of discipline for subsequent offenses:



**RE: TRANSIT OPERATOR TARDINESS - Continued**

A recurrence within three months of the last offense: Five day suspension.

A recurrence between three months and six months of the last offense: Three day suspension.

A recurrence between six months and nine months of the last offense: One day's suspension.

A recurrence between nine months and twelve months from the last offense: Written warning.

A recurrence over twelve months would be a verbal warning.

In the case of an employee who has received a five day suspension for a fifth offense that employee must serve a six month probationary period during which any further offenses may result in dismissal and subsequent to which the discipline will revert back one step as per the above schedule.

SIGNED THIS 20<sup>th</sup> DAY OF November, 1998.

FOR THE CORPORATION

Rick Maki

FOR THE UNION

David Stephen

Stewart

## LETTER OF UNDERSTANDING

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

### **RE: EXTENDED HOUR WORK SCHEDULE FOR TRANSIT SERVICE CREW**

1. The Union and the Corporation agree to introduce an extended hour work schedule for the transit service crew.
2. Overtime will be paid to service crew members after 44 hours worked per week. The hours of work will be averaged over a period of two weeks to determine the hours of overtime.
3. Shift differential will be paid at the rate established in the collective agreement for all hours worked from 4:00 p.m. to 8:00 a.m.
4. Current and future vacation entitlement will be calculated in hours. (i.e. - one day of vacation entitlement will represent 8 hours of vacation). The extra vacation time for an employee who receives one additional day of vacation for each year of completed service after twenty-three (23) years of completed continuous service will be calculated as eight (8) hours per one (1) day of vacation entitlement. Any improvements to Article 19.01 will apply to the employees covered by this letter.
5. The extended work schedule will require service crew members to work from 8:00 a.m. to 8:00 p.m. with two lunch periods. The first lunch period will be paid and the second will be unpaid. Service crew employees who work the full regular shift will be paid for 11.5 hours.
6. If a service crew member is required to work on a statutory holiday, he/she will receive double time for all hours worked, plus eight (8) hours pay for the day. An employee may elect to accumulate the eight (8) hours pay as lieu time rather than receiving pay for the day provided he/she does not accumulate more than forty (40) hours of lieu time per calendar year to a maximum accumulation of eighty (80) hours to be taken at times agreed upon between the employee and the supervisor.

**RE: EXTENDED HOUR WORK SCHEDULE FOR TRANSIT SERVICE CREW -**  
**Continued**

The maximum amount of payment or lieu time that can be earned by an employee is ninety-six (96) hours per year based on twelve (12) Statutory Holidays times eight (8) hours per each Statutory Holiday.

7. If a service crew member is not required to work on a statutory holiday, he/she will receive (8) eight hours statutory holiday pay provided that they have met the entitlement provisions outlined in the collective agreement. Statutory holidays for students will be as per the Employment Standards Act.
8. Students and Relief Operators will be used throughout the year to cover for employees who are off on short term sickness, long term disability, or any other leaves for which employees need to be replaced. The Corporation will endeavour to obtain available students for replacement of employees wherever possible. Students will be paid at the rate of 85% of the full-time classification start rate. Students will not receive wage increases above the start rate. Students will not be paid at overtime rates except as required under the Employment Standards Act. Students will be defined as those individuals actively working towards a degree, diploma or certificate on a full time or part-time basis.

A student or Relief Operator will only be called in to work when the number of full-time employees on shift drops to one full-time employee and a replacement has to be brought in for the absent full-time employee.

9. As per Clause 14.01 (b), all full-time employees shall receive forty-eight (48) hours of casual sick leave on January 1st of each year. An employee who has to use casual sick time can use the forty-eight (48) hour bank as they see fit, but any excess casual sick time beyond forty-eight (48) hours will either be without pay or accumulated lieu time or vacation time.
10. As per Article 16, an employee who requires bereavement leave will be paid on the basis of eleven and one half (11.5) hours for each day on bereavement leave which is a regularly scheduled day of work. It should be noted that an employee only receives paid bereavement leave and/or funeral leave. Bereavement leave starts immediately upon notification by the employee to the Supervisor and may be without pay if the employee is on his days off.

SIGNED THIS 20<sup>th</sup> DAY OF November, 1998.

FOR THE CORPORATION

Rick Maki

FOR THE UNION

David Stephens

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

**RE: ARTICLE 19 -VACATION WITH PAY**

1. The Union and the Corporation agree to introduce an addition to Article 19 of the present collective agreement. The addition will be numbered 19.01 (c) paragraph 3 & 4.
2. The addition shall read as follows:

In the event that an Operator should be on authorized leave for the entire calendar year, or leave the employ of the Corporation; any unused vacation time will be posted for five (5) days, for bid by vacation seniority at the time of official notice to the Corporation.

Exchanges of vacation will not be allowed for Operators on authorized leave of absence, or sick leave (STD/LTD, WSIB) until such time as they return to work. These Operators will have the option to retain their vacation time or give it up for bid. When the Operator returns to work, any vacation time that was put up for bid will have to be rescheduled.

3. This Letter of Understanding is agreed to for a trial period of one (1) year. It then will become part of the collective agreement upon mutual agreement at the next negotiations.

SIGNED THIS 20<sup>th</sup> DAY OF November, 1998

FOR THE CORPORATION

FOR THE UNION

Rick Maki

David Stephens  
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**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**TRANSIT OPERATORS**

The rate of wages for a fully qualified Operator will be in accordance with the following Schedule:

<u>Classification</u>	<u>July 1, 1998</u>	<u>July 1, 1999</u>	<u>July 1, 2000</u>
Training Rate (60% of 1st 6 Months)	\$8.03	\$8.20	\$8.36
1st 6 Months (80% of Thereafter)	13.39	13.66	13.93
2nd 6 Months (90% of Thereafter)	15.07	15.36	15.67
Thereafter	16.74	17.07	17.41

Operators in training for the position of Operator will be paid sixty percent (60%) of the starting (1st 6 Months) Operator's rate from the commencement of training.

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.

<b><u>Classification</u></b>	<b><u>July 1, 1998</u></b>	<b><u>July 1, 1999</u></b>	<b><u>July 1, 2000</u></b>
Maintenance Electrician	\$20.31	20.72	21.13
Automotive Electrician	19.01	19.39	19.78
Heavy Duty Mechanic	19.86	20.26	20.67
Body Repairer Painter (Apprentice)			
Step 1	10.00	10.20	10.40
Step 2	11.92	12.16	12.40
Step 3	15.89	16.21	16.54
Step 4	17.89	18.25	18.62
Body Repairer (Journeyman)	19.86	20.26	20.67
Tire/Battery Technician "A"	18.14	18.50	18.87
Tire/Battery Technician "B"	16.84	17.18	17.52
Storekeeper	16.50	16.83	17.17
Warehouse Person - 1st Year (90% of Thereafter)	14.16	14.44	14.72
Warehouse Person - 2nd Year (95% of Thereafter)	14.94	15.24	15.54
Thereafter	15.73	16.04	16.36
Lubricator - 1st 6 Months (95% of Thereafter)	15.68	15.99	16.31
Thereafter	16.50	16.83	17.17
Bus Cleaner	11.90	12.14	12.38

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.

<b><u>Classification</u></b>	<b><u>July 1, 1998</u></b>	<b><u>July 1, 1999</u></b>	<b><u>July 1, 2000</u></b>
Service Technician " A - 1st 6 Months (80% of Thereafter)	\$ 13.05	\$ 13.31	\$ 13.58
Service Technician " A - 2nd 6 Months (90% of Thereafter)	14.68	14.98	15.27
Thereafter	16.31	16.64	16.97
Service Technician "B" - 1st 6 Months (80% of Thereafter)	12.60	12.86	13.11
Service Technician "B" - 2nd 6 Months (90% of Thereafter)	14.18	14.46	14.75
Thereafter	15.75	16.07	16.39

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.

**STUDENT RATES**  
**SCHEDULES "A" AND "B"**

The rate of wages for Student employees will be in accordance with the following schedule:

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

<b><u>Classification</u></b>	<b><u>July 1, 1998</u></b>	<b><u>July 1, 1999</u></b>	<b><u>July 1, 2000</u></b>
Operator	11.38	11.61	11.84
Maintenance Electrician	17.26	17.61	17.96
Automotive Electrician	16.16	16.48	16.81
Heavy Duty Mechanic	16.88	17.22	17.57
Body Repairer Painter (Apprentice)			
Step 1	8.50	8.67	8.84
Step 2	10.13	10.34	10.54
Step 3	13.51	13.78	14.06
Step 4	15.21	15.51	15.82
Body Repairer (Journeyman)	16.88	17.22	17.57
Tire/Battery Technician " A	15.42	15.73	16.04
Tire/Battery Technician "B"	14.31	14.60	14.89
Storekeeper	14.03	14.31	14.59
Warehouse Person	12.04	12.27	12.51
Lubricator	13.33	13.59	13.86
Bus Cleaner	10.12	10.32	10.52
Service Technician " A	11.09	11.31	11.54
Service Technician "B"	10.71	10.93	11.14



