

TRANSIT WINDSOR

AND

AMALGAMATED TRANSIT UNION
LOCAL 616

COLLECTIVE AGREEMENT

OCTOBER 1, 2002 – SEPTEMBER 30, 2005

SECTION 1 – GENERAL STATEMENTS

PREAMBLE

The parties are committed to the success of Transit Windsor, founded upon principles of tolerance and respect between management and the union and recognition of the value of every employee. As partners, Transit Windsor and Amalgamated Transit Union, Local 616 will make as a top priority, the creation of an organization that is both dedicated to the empowerment of employees and to the continuing improvements in productivity and quality.

In order to manage change the parties commit to on-going consultation, problem solving, and discussion between the employer and the union. To this end, the employer is committed to providing the union with the opportunity to participate in decisions related to change as early as possible.

Both parties recognize the fundamental importance of service to Transit Windsor's customers and agree to work together towards the continued viability and continuity of this service.

GENDER

The parties hereto agree that whenever the singular term or masculine gender is used throughout this Collective Agreement, they shall be deemed to include the plural or feminine gender where the context, or the parties hereto, so require.

APPLICABLE LAWS

This agreement is subject to all applicable Laws, Acts and Regulations made under the Government of Canada, the Province of Ontario, and the U.S. Department of Transportation for Drug and Alcohol.

LENGTH OF AGREEMENT

This Agreement shall continue in effect and be binding on both parties from **October 1, 2002 until the 30th day of September 2005.**

SECTION 2 – UNION RIGHTS

RECOGNITION OF UNION

2.01 The Employer recognizes Local 616 of the A.T.U. as the sole and exclusive bargaining agent affecting all matters pertaining to all employees covered by this Agreement.

“Employee” as used in this Agreement shall mean those persons described in and set forth in Appendix “A” of this Agreement.

2.02 In order that the general public shall be aware of the benefits of a unionized public service, the A.T.U. union label shall be displayed as prominently as possible throughout the service. All uniforms supplied by the employer and vehicles of the employer, shall bear the union label.

2.03 Other than termination, an employee will be furnished with a photocopy of his yearly (Year at a Glance) record maintained under clause 13.04 (a) hereof, and a photocopy of medical certificates when requested by the President **or any member of the executive of A.T.U. Local 616** on a standard form authorized by the employee. In the event of termination, an employee will be furnished with a photocopy of his complete Personnel record when requested by the President **or any member of the executive of A.T.U. Local 616** on a standard form authorized by the employee.

2.04 UNION MEMBERSHIP IN GOOD STANDING CONDITION PRECEDENT

All employees who are members of the Union shall, as a condition precedent to continued employment with the Employer, be and remain members in good standing. Provided, however, that no employee shall be dismissed through violation of this Clause 2.04 without the approval of the Employer.

2.05 UNION SUSPENSION

In the event that any employee is for any reason suspended from the Union, the facts and circumstances leading to his suspension shall be immediately submitted to the General Manager or designate of the Employer, who shall investigate the same, and if said person agrees that such suspension from the Union was justified, the Employer shall honour the decision of the Union.

2.06 CHECK-OFF

The Employer agrees to the check-off of all dues, fines, special assessments and initiation fees levied by the Union on its members, and will deduct from wages all such dues, fines, special assessments and initiation fees, and remit same to the Financial Secretary-**Treasurer** of the **A.T.U. Local 616**.

The Financial Secretary-**Treasurer** of the **A.T.U. Local 616** agrees to furnish the Employer with a list of those persons from whom dues, fines, special assessments and initiation fees are to be collected.

This list is to be provided to the Employer seven (7) calendar days prior to completion of the payroll by the **Administration department**.

The Employer agrees to furnish the Financial Secretary-**Treasurer of A.T.U. Local 616** with a list of those persons from whom dues, fines, special assessments and initiation fees have been collected and the reasons why any dues, fines, special assessments and initiation fees have not been collected. **Lists should be provided two (2) days prior to the scheduled pay-day.**

2.07 BULLETIN BOARD

Bulletin boards, **supplied by the Employer**, for Union bulletins **will be made available at all Transit Windsor locations.**

2.08 UNION INFORMATION for NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off.

A new employee shall be advised of the names of his Union executive. The Employer agrees that the designated Union Executive shall be given the opportunity to interview each employee, within **regular working hours for one hour, in the garage/maintenance area and transportation department within the first seven (7) days of employment, and operators in the last week of their training period**, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. The steward will provide the new employee with a copy of the collective agreement.

2.09 UNION COMMITTEE AND OFFICERS SPECIAL DAYS OFF

(i) Employees who are members of any committee of the employees, or are officers of any Association of the employees, or delegates to a convention of street railwaymen, shall be entitled to a leave of absence for the purpose of attending the convention or of doing any such committee work without losing any privilege, if they give notice to the Employer which is reasonable in the opinion of the Employer or his Department Head or Assistant Department Head stating that they desire to be relieved of their runs or other work, and if the Company, or his Department Head or Assistant Department Head is satisfied that said runs may be filled or other work performed without disturbing the service or business of the Employer. The Employer recognizes the Union President's responsibility to conduct Union business.

(ii) Any employee elected to the office of International Officer in the International Association, known as the Amalgamated Transit Union, the duties of which International Officer require his absence from Company work, shall retain his seniority rights, and upon such employee's retirement from such international office such employee shall be allowed to return to the Company's employ, subject, however, to qualification at the time of his application to return to the Employer's employ.

(iii) A day's work for the Union on any of his designated work days, by an employee granted leave of absence under Section 2, Subsection 2.09 (i) hereof, shall be considered a designated day's work and the Employer agrees to recognize such day as a day worked for all benefits under this Agreement, including premium (overtime) payments for all hours worked on his designated day and/or days off, providing that the granted leave of absence is a result of meetings requested by Management and/or Union for reasons other than grievances, discipline cases.

(iv) For the purpose of this Agreement, the Employer will recognize the following elected officers of Local 616:

- President/Business Agent
- Vice-President/Recording Secretary
- **Financial Secretary/Treasurer**
- Operators' Committeeman
- Garage Committeeman

- Benefit Representative
as being the only persons entitled to benefits under the provisions of this Section.

(v) Any day absent from work on Union business to attend the regular monthly meeting of Local 616 shall be considered as a designated work day for all benefits except wages for the day in question, provided such day is a designated work day for the individual involved, and provided further, that such days shall be limited to one per month and total of twelve (12) to attend monthly meetings held monthly each year during the life of this Agreement.

(vi) At no time will the Employer bill the Union for any time off at overtime rates.

(vii) Upon taking office, Local Union Officers shall be credited with top departmental seniority for the purposes of lay off and recall. Such credited seniority shall terminate when an official ceases to hold office.

SECTION 3 MANAGERIAL RIGHTS

3.01 The Union acknowledges and recognizes the right of the Employer to hire, promote, determine qualifications, demote, transfer, suspend, or otherwise discipline and discharge an employee, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.02 The Union further recognizes the right of the Employer to operate and manage its business in all respect in accordance with its commitments and responsibilities. The Company is also acknowledged to have the right from time to time to make or alter rules and regulations which are deemed necessary for the safe, continuous and efficient operation of services entrusted to its care provided that no such rule or regulation shall be inconsistent with the terms of this agreement.

3.03 The management's rights as set out in this Agreement must be exercised fairly and without discrimination. The Employer agrees that in exercising its managerial rights, it shall do so in a fair and reasonable manner.

SECTION 4 EMPLOYEES

4.01 PROBATIONARY EMPLOYEES: NEW EMPLOYEES

(A) All employees to whom the provisions of this agreement apply shall be on probation for the first twelve (12) months of their active employment.

Nevertheless, all said full time employees shall become members of the Union **immediately**. **The Employer shall notify the Union of new employees immediately**. All new employees shall be entitled to and eligible for all fringe benefits within Section 27 and any other section of this Agreement related to employee fringe benefits plans subject to conditions and limitations as

defined in the collective agreement and benefit plans and shall become effective as close as possible to three (3) month (90 calendar days) of continuous employment.

PROVIDED, FURTHERMORE, that nothing in this clause shall affect the employees' standard probation period.

(B) All probationary employees within the scope of this agreement will be issued with new articles of clothing (re: Section 36, Subsection 36.01), boot allowance (re: Section 36, Subsection 36.04), and/or any other items that may be necessary to perform their duties as soon as possible.

PROVIDING HOWEVER, if any probationary employee ceases employment within the probationary period, the following rules and regulations shall apply:

- (i) If probationary employee ceases employment with the Employer for any reason(s) whatsoever of his own accord then he shall:
 - a) reimburse the Employer financially for the cost of said new articles of clothing issued under Section 36, Subsection 36.01;
 - b) reimburse the Employer financially for all moneys advanced to him under Section 36, Subsection 36.04;
 - c) upon fulfillment of (a) and (b) of (i) above, to the Employer, all articles purchased shall become the property of said probationary employee-except the Transit Windsor insignia on any articles of clothing must be removed and returned to the Employer.
- (ii) If probationary employee ceases employment with the Employer, during his probationary period, by the Employer, the following rules and regulations shall apply:
 - a) all articles of clothing issued under Section 36, Subsection 36.01, shall be returned to the Employer at no financial cost to said probationary employee;
 - b) reimburse the Employer financially all moneys advanced to him under Section 36;
 - c) upon the fulfillment of (b) of small (ii) of this section, all articles so mentioned shall become the property of said probationary employee.

C) (i) All probationary employees both Shop and Transportation with the exception of skilled trades will receive wages at 75% of the applicable base hourly rate of pay from date of hire.

After twelve (12) completed calendar months of employment, full base hourly rate for their particular classification will be in effect.

(ii) Skilled trades shall receive 90% of the applicable base hourly rate of pay from date of hire. After three (3) calendar months of employment, full base hourly rate for skilled trades will be in effect. Licensed mechanics shall be required to maintain both a 310 (s) and 310 (t).

Mechanics possessing either one of these licenses shall receive 90% of the applicable base hourly rate for the first year. Employees having completed 12 calendar months of training, shall receive 95% of the applicable base hourly rate for the duration of their training program. After successful completion, full base hourly rate shall apply.

(iii) Apprentices not possessing the appropriate license shall be subject to the grid system relative to the following time frames from date of hire and subject to the successful competency as per the appropriate ministry guidelines.

Start	70% of base rate
After 12 months	80% of base rate
After 24 months	95% of base rate

After successful attainment of the appropriate license full base hourly rate shall apply. It is understood that the Employer will pay for tuition, books, wages and benefits for regularly scheduled hours for all Employer approved training.

4.02 PART-TIME EMPLOYEES

(i) The term “part-time” employee, when used in this Agreement shall mean an Administrative Employee or **Customer Service Clerk**, who is regularly scheduled to work for not more than twenty-four (24) hours per week.

(ii) Permanent part-time employees will accumulate seniority on the basis of hours worked. The Employer shall maintain a seniority list for each classification and shall update **such list when any changes in seniority standing or additions or deletions to the number of permanent part-time employees occurs. A seniority list will be posted on appropriate bulletin boards and forwarded to the Financial Secretary -Treasurer of A.T.U. Local 616 at least once per year.**

(iii) All part-time employees shall accumulate seniority based on hours worked. Standard probation period shall be determined as **600 hours** or one calendar year, **whichever is shorter**, and shall be calculated based on date of hire.

Nevertheless, all said part-time employees shall become members of the union **immediately**.

4.03 TEMPORARY EMPLOYEES

(i) Temporary employees may be hired up to 120 consecutive calendar days. A maximum of two of these work periods may occur within twelve consecutive months. No temporary employee shall be employed if a permanent job opening exists within that department or if such employment causes or results in a lay-off, or prevents a laid off employee who has the right to be recalled, from being recalled. Temporary employees may be made permanent employees at the discretion of the Employer. If, however, a temporary employee works more than 120 calendar days in his second occurrence of employment in twelve consecutive months, that employee will then become a permanent employee. Such employee will have Union seniority only backdated to his first date of consecutive employment. Benefits will become effective on his first day of the month following the date on which he became permanent. Time worked during one or both 120 day durations of employment as a temporary employee will be credited towards the standard 12 months probationary period.

(ii) Temporary employees performing work shall be paid the rate of 75% of the rate set forth in this agreement and shall become members of Local 616, A.T.U. **immediately**.

SECTION 5 CONDUCT AND DISCIPLINE

5.01 Employees shall conduct themselves in a respectable manner, be courteous to the passengers and traveling public, and work at all times in the best interest of the Transit System. They shall strictly comply with all rules and regulations of the Employer and obey all orders of respective supervisory personnel.

Deliberate abuses/vandalism, theft or sabotage of the Employer's equipment and property or property under the care and control of the Employer, by employees will not be tolerated by either union or management.

5.02 Supervisory staff conversing with employees covered by this collective agreement for any reason shall use proper care not to embarrass or humiliate the employee in front of the public or other employees. **The parties recognize the right of refusal under the Canada Labour Code Part II.**

5.03 Bulletins, notices, orders and special instructions, issued from time to time will be posted on bulletin boards, accessible to **employees** at all locations. A copy of all bulletins will be furnished to the Financial **Secretary-Treasurer** of the Union.

It is the responsibility of all employees to make themselves aware, on a daily basis, of all bulletins, notices, orders and special instructions, such that the applicable instructions, notices, orders and regulations will be complied with by all employees.

It is the responsibility of management personnel to post all such notices, bulletins, orders and special instructions at the locations mentioned.

5.04 The Employer, through its proper officers, will deal with employees through the accredited representatives appointed by the Union or with the designated Union Committee in respect of all differences, which may arise between the parties by reason of and during the term of this agreement.

5.05 The Employer shall immediately notify in writing the Union President **or his designate** whenever an employee is dismissed or suspended or otherwise penalized. A suspension of more than one day shall be consecutive working days, unless otherwise mutually agreed by the Employer and the Union. "Immediately" is defined as by the next regular work day excluding Saturdays, Sundays and Holidays, unless mutually agreed.

5.06 If an incident is so serious that it warrants an immediate suspension, the employee is to be suspended with pay, pending the outcome of a meeting. The meeting regarding the suspension is to be held within three (3) calendar days of the occurrence, unless otherwise mutually agreed upon. In all cases, the employee is entitled to Union representation. After discussing the event with the employee, in the presence of the Union, it may be determined that a suspension is not warranted, that other disciplinary measures are more appropriate, or that no discipline is warranted. By following the stated procedures, the employee has not been unjustly punished

before he has the opportunity to present his case. However, if after the meeting, management deems that a suspension is warranted, then the date of suspension shall fall subject to section 5 and 6 of this agreement.

5.07 Employees shall have the right to have his/her union representative present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee and the Union in advance of the purpose of the interview and provide any documentation available at the time.

5.08 SUPERVISORY PERSONNEL ORDERS TO BE OBEYED

(i) TRANSPORTATION

Every operator and transportation clerk shall obey the order of the Operations Supervisors or Transportation Supervisory personnel, so that the service shall not be in any way held up. Such orders are subject to the provisions of the Canada Labour Code Part II, Occupational Health and Safety. If an operator is entitled to a grievance by reason of such order, he may discuss it with the Operations Supervisor giving the order. Such discussion is subject to time availability at the supervisor's discretion. If a satisfactory conclusion cannot be reached, he may take it up later with his **Union Representative**.

(ii) MAINTENANCE

All **maintenance employees** shall obey the orders of all Maintenance Supervisory personnel, so that the shop operation shall not be in any way held up. Such orders are subject to the provisions of the Canada Labour Code Part II, Occupational Health and Safety. If any **maintenance employee** is entitled to a grievance by reason of such order, he may discuss it with the Maintenance Supervisory personnel giving the order. Such discussion is subject to time availability at the supervisor's discretion. If a satisfactory conclusion cannot be reached, he may take it up later with his **Union Representative**.

(iii) ADMINISTRATION

Every administrative employee shall obey the directive of the Department Heads and Supervisors so that the service shall not be in any way held up. If an administrative employee is entitled to a grievance by reason of such directive, he may discuss it with the Department Head or Supervisor giving the directive. Such discussion is subject to time availability at the supervisor's discretion. If a satisfactory conclusion cannot be reached, he may take it up later with his **Union Representative**. Such directives are subject to the provisions of the Canada Labour Code Part II, Occupational Health and Safety.

5.09 DISCIPLINARY RECORD

A written disciplinary action imposed upon an employee shall be purged from the employee's personnel file and invalid for the purposes of further disciplinary action twenty-four (24) months after imposition.

SECTION 6 GRIEVANCE AND ARBITRATION

6.01 CHARGES AGAINST EMPLOYEES

Any employee against whom charges may be received shall be required to report to his immediate non-Union supervisor but not on his designated days off unless agreed upon by the employee. It is understood and agreed that employees who agree to report on their day off, or are required to report prior to their normal start time, or after their normal completion time shall be paid a minimum of two (2) hours pay at the applicable rate. It is further understood and agreed that this minimum pay shall not apply if the employee required to attend does so less than 20 minutes prior to commencement or within 20 minutes of completion of his normal shift or hours of work. His case shall be considered and dealt with according to the rules and regulations of the Employer and according to provisions of the Collective Agreement. An employee's complaint shall not be received as a grievance until his immediate non-union supervisor has had an opportunity to adjust the complaint. Such employee may bring with him a member of the appointed or designated union committee as defined in Section 5.

6.02 GENERAL REQUIREMENTS

No grievance shall be considered or be subject to the Grievance Procedure unless:

- a) it is presented in writing on a Standard Grievance Form properly indicating:
 - date of presentation;
 - nature of grievance;
 - remedy sought
 - clauses of this Agreement allegedly violated or the alleged occurrence said to have caused the grievance.
- b) it is presented in writing within ten (10) calendar days after the occurrence of the incident upon which the grievance is founded to the **Director of Administration or designate.**
- c) it is signed by the grievor and/or the Union representative.
- d) Grievance forms shall be available to all Union employees (supplied by the Employer).

6.03 GRIEVANCE PROCEDURE

STEP ONE

A designated management person, other than the person who initiated the charge against the grievor shall hear, discuss, and consider the grievance in the presence of the grievor who shall be assisted by a member of the appointed or designated Union committee (as defined in Section 5). Failing immediate settlement, after investigation, a decision shall be given in writing to the grievor and Union within five (5) calendar days following the day upon which the grievance is received.

STEP TWO

If the decision at Step One is not considered satisfactory to the grievor, or to the Union, an appeal in writing within ten (10) calendar days may be filed with the General Manager or his

designate who agrees to hear, discuss and consider the grievance in the presence of the grievor and members of the appointed or designated Union Committee (as defined in Section 5). Failing immediate settlement, after investigation and hearing pertinent witnesses, if any, a decision shall be given in writing to the grievor and the Union within ten (10) calendar days after receipt thereof. The failure to communicate the Management decision to the Union within the aforementioned time period will automatically result in the grievance being upheld.

STEP THREE – Unbinding Mediation

If the decision at Step Two is not considered satisfactory to the grievor, or to the Union, an appeal in writing within ten (10) calendar days to the Infrastructure General Manager or his designate who agrees to hear, discuss and consider the grievance in the presence of the grievor and members of the appointed or designated Union Committee. Failing immediate settlement, after investigation and hearing pertinent witnesses, if any, a decision shall be given in writing to the grievor and the Union within ten (10) calendar days after receipt thereof.

6.04 CONDITIONS

- a) It is expressly understood that the time limits noted may be extended by agreement in writing between the grievor and/or the members of the appointed or designated Union Committee as defined in Section 5 and appropriate management personnel. When no such agreement has been made or when an agreed upon extension has expired:
 - i) the grievor and/or designated Union Representative, may proceed to the next step of the procedure if the designated management official exceeds the time allowed.
 - ii) The Employer may consider the grievance abandoned if the grievor and/or Union Committee exceeds the time limits in which to act.
- b) Any grievance upheld solely on the basis of running past time limits shall not be considered as setting a precedent with respect to the contents of the grievance.
- c) The decision of the Employer shall be final, subject however to the provisions of the arbitration clause contained in the agreement.
- d) Employer personnel hearing the grievance shall not consider a grievance at more than one step.
- e) If upon investigation it is proven to the Employer that there was not sufficient cause for the employee's suspension or dismissal, he shall be reinstated in his former position and paid for all lost time at scheduled rates unless otherwise agreed upon by Union and Management.
- f) The Union reserves the right to waive the normal grievance procedures and commence proceedings at Step Two (2) in grievances pertaining to the termination of an employee's employment and Policy grievances.

6.05 ARBITRATION

- a) 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, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. At this time both parties will attempt to come to agreement on selecting a single arbitrator.

In the event the parties are unable to agree on a single arbitrator, the Minister of Labour of the Government of Canada shall be asked to appoint an arbitrator.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee or employer affected by it.

- b) Notwithstanding anything contained in this Agreement neither party hereto shall have any right to apply for arbitration under Clause 6.05 of this Section 6 unless it has, within thirty (30) calendar days after it has received notice of the other party's final decision with regard to the grievance with respect to which arbitration is to be applied for, served on the other party notice in writing of its intention to apply for arbitration and has formally requested the Minister of Labour to begin arbitration proceedings.
- c) **As an alternative to the formal arbitration process set out in the foregoing sections the following outlines the expedited arbitration process:**

The parties shall determine by mutual agreement, those grievances suitable for expedited arbitration. Failing mutual agreement, the terms of the collective agreement will apply. Those grievances agreed to be suitable shall be scheduled as soon as possible. The location of the hearings will be mutually agreed to by the parties.

In the event the parties are unable to agree on a single arbitrator, the Minister of Labour of the Government of Canada shall be asked to appoint an arbitrator.

The sides will present an agreed upon statement of facts. All presentations shall be short and concise with jurisprudence cited only as directly related to the issue. Witnesses will only be called to give evidence relative to facts in dispute or enter expert testimony. The arbitrator will determine the duration of each witness' testimony. Hearsay evidence and extrinsic evidence will only be admissible if ruled so by the arbitrator. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, costs may be dealt with in accordance with Section 116 of the Canada Labour Code.

The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing. The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. All decision of the arbitrator are to be limited to application of that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceedings. The costs of expedited arbitration will be shared equally between the parties.

SECTION 7 STRIKES AND LOCKOUTS

There shall be no strikes or lockouts so long as this agreement continues to operate.

7.01 The President of Local 616 or his designate during his absence, may institute a policy grievance on behalf of the Local, subject to Section 6.

7.02 The Employer recognizes the obligation of the Union to observe other union's legal picket lines. The Employer supports the Union's position not to cross a legal picket line and that no employee shall be disciplined and/or discriminated against for his/her failure to cross established picket lines. The Union will endeavour to ensure that the decisions made with respect to support of legal picket lines will not significantly impede or disrupt service to Transit Windsor customers.

SECTION 8 SENIORITY

8.01 In the event of layoff or elimination of any Union job in any of the classifications listed in 10.02, the person so affected may exercise seniority in the following manner:

a) If they were previously in other classifications, they have the right to revert back to such classifications according to their overall Union seniority within those specific classifications.

OR

b) they may exercise their overall Union seniority in any classification after applicable training period.

OR

c) may exercise their overall union seniority in any of the classifications listed below if they meet the qualifications of the position:

- 1) Licensed motor mechanic
- 2) Licensed body technician
- 3) Machinist
- 4) Accounting clerk
- 5) Planning Analyst

8.02 Employees who have been laid off from any classification or transferred from such classification due to lack of work will be entitled to recall to that department when the Employer again adds to the number of employees therein; laid-off employees so restored are not to be considered as probationary. Those laid off or transferred in such case will be restored to the classification according to their seniority therein. No employee shall be hired by the Employer until each laid-off employee entitled to recall in the classification concerned, and able to do the work, has been recalled.

8.03 Recall right shall be lost if:

- i) An employee is discharged and such discharge is sustained;
- ii) An employee quits his employment;
- iii) An employee refuses any work offered which may reasonably be expected to exceed ninety (90) days in duration;
- iv) An employee with less than two (2) years of service as of date of lay-off is on continuous lay-off for two (2) years;
- v) An employee with more than two (2) years of service will lose his recall right when the lay-off exceeds his years of service from the time of lay-off to a maximum of five (5) years.
- vi) At the time of recall the employee cannot be reached at his last address provided by the Union or does not report his intention to return to work within five (5) working days after notification.

SECTION 9 JOB POSTINGS AND TRANSFERS

9.01 Whenever there is a job opening in the bargaining unit classifications, as defined in **Appendix A**, including Leader, the Employer will post a notice for a minimum of seven (7) calendar days, giving any employee who desires to apply for said job the privilege of doing so and subject to the qualifications of the Employer, the Employer will fill the vacancy from those who applied in order of seniority **in the following order:**

- 1) Full time from the department where the opening exists.**
- 2) Full time from the overall main bargaining unit.**
- 3) Part time customer service clerks.**
- 4) Casino shuttle workforce.**

By mutual consent between the Employer and the union the seven (7) day notice to post will be waived for maintenance jobs and positions will be filled by seniority.

The most senior qualified applicant applying for any job posting within the bargaining unit classification will be given the opportunity to perform said job.

The successful applicant **from the main bargaining unit** will be subject to a 30-day trial period, which may be extended by mutual agreement.

9.02 **A) PERMANENT EMPLOYEES – RECLASSIFICATION**

Reclassified employees returning to a former classification will receive full base rate.

Transportation and Maintenance

In the event that a permanent employee is successful in a job posting and is reclassified to a new permanent or temporary position, he will receive pay as follows:

Wages

- i) If the employee is going from a LOWER rate to a HIGHER rate, he shall receive 95% of the new rate, or the previous rate, whichever is greater. After three (3) completed months in the reclassified position, full base hourly rate will be in effect.
- ii) If the employee is going from a HIGHER rate to a LOWER rate he shall receive the full new rate.

Working Conditions

Employees successful in a reclassified position will not be eligible to apply for another vacancy until after four (4) months time. Additionally, re-classified employees may return to their former position at any time between three (3) and four (4) months. After the four (4) months, he may not return to his former position unless a vacancy exists and he is successful through the job posting application procedure. This section does not prohibit a permanent employee in a temporary position from applying for any permanent vacancy.

B) TEMPORARY TRANSFER TO DIFFERENT UNION CLASSIFICATION IN GARAGE ONLY

The Employer reserves the right to fill temporarily any job vacancy in the garage immediately. All temporary vacancies in this bargaining unit, excluding service line, shall be posted immediately.

The temporary vacancy can be filled for a period of fourteen (14) days from the date posted, by the most senior maintenance employee, excluding service line, who is willing to do so. On the 15th day, if the Employer fills the job, it must be filled according to the posting.

It is understood and agreed that when an employee is welding other than Transit Windsor's fleet, they will be paid at the welder's rate of pay.

It is understood and agreed that temporary vacancies, which are filled with the most senior maintenance employee on days that is willing to do the work, will be filled for no less than eight (8) hours and for no more than fourteen (14) days. It is also agreed that while filling the tireman position the mechanic may still do mechanical work on buses provided he remains tireman for that day.

Temporary vacancies on the service line that cannot be covered by the spare men, first shall be offered to the spare men according to seniority; and if they decline, the position shall be posted for a period of seven (7) days and awarded at the beginning of the work week following the eighth (8th) day to the senior bidder. Upon acceptance of the opening, the incumbent will remain until the absentee returns or the next sign-up.

Should any employee assigned to the position, apply for, but not be successful for the position, he shall revert to his former position.

Wages

Any garage employee who is temporarily transferred to a different job classification within his department to relieve an employee absent shall be paid while so employed as follows:

- i) if the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay; if the rate of pay in the classification to which he is transferred is higher than the employee's regular rate of pay, he shall receive the higher rate for the job while so engaged.
- ii) If the transfer is at the request of the employee through a job posting and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate. If the employee is going from a lower rate to a higher rate, he shall receive 95% of the new rate, or the previous, whichever is greater. After thirty (30) calendar days in the reclassified position, full base hourly rate will be in effect.

Working Conditions

Such placement of a union employee in a temporary position will not preclude that employee from applying for a permanent position, which may be posted.

No union employee will at any time, be asked to fill temporarily a management position.

(C) ADMINISTRATION AND TRANSPORTATION CLERKS

In the event that a permanent employee is successful in a job posting and is reclassified to a new permanent or temporary position he will receive pay as follows:

Wages

- i) If the employee is going from a LOWER classification to a HIGHER classification, he shall receive the entry level rate of the higher classification or the step in the new range next lower to his existing rate, whichever is greater.
- ii) If the employee is going from a HIGHER classification to a LOWER classification he shall receive the entry level rate of the lower classification.
- iii) Permanent employees successful in obtaining a cash office clerk position will be paid at the applicable benchmark.

Working Conditions

- a) Will not be eligible to apply for another vacancy until after four (4) months.
- b) May return to their former position at any time between three (3) and four (4) months. After the four months, he may not return to his former position unless a vacancy exists and he is successful through the job posting application procedure.

- c) If the transfer is to a lower classification and is for the convenience of the Company as a result of an unfilled job posting, the employee shall maintain his existing rate of pay.

This section does not prohibit a permanent employee in a temporary position from applying for any permanent vacancy.

9.03 REVERSION RIGHTS

Any employee transferring from the union to a non-union position will retain union seniority accumulated for one hundred and twenty (120) calendar days. If at a point within this time period he reverts back to his union classified position, he returns to the level of seniority at the time of transfer.

Such reversion rights shall be lost after one hundred and twenty (120) calendar days. Anyone wishing to return to the union after said one hundred and twenty (120) calendar days will be at the bottom of the seniority list, but will retain their company seniority for vacation and pension purposes.

Said vacation will be time allotted only and will signed for in their new union seniority slot.

Any union member using Section 9.03 will be required to pay union dues for said one hundred and twenty (120) calendar days.

SECTION 10 JOB SECURITY

10.01 Recognizing the value of every employee, the Employer agrees to retain as many of its employees as possible in employment. The Employer further agrees that when filling vacancies within the bargaining unit preference according to seniority, shall be given to existing employees.

10.02 Incumbents of new positions created by the Employer, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of law.
(Canada Labour Code)

10.03 Where a new job is established, or where existing job duties are changed, the appropriate classification, wage rate, and progression shall be negotiated and the applicable conditions of this agreement shall apply.

10.04 The Employer agrees that there will be no new contracting out for the period of this agreement.

10.05 The Employer will not contract out any work that is performed by employees in the bargaining unit.

10.06 All employees covered by this agreement as of **January 1, 1999** shall continue to be employed by Transit Windsor and will not be subject to layoff during the life of this agreement.

10.07 In order to provide job security for the members of the bargaining unit the Employer will make every effort to secure the retention of the employees affected in the event of any technological change.

10.08 **Merger and Amalgamation – Representation Rights** – The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor of the Company. In the event there is a merger with another Company or Department of another Company in which the covered employees therein are represented by another union in such Company, the representation rights and status quo of Local 616 shall be maintained.

In case of merger or amalgamation or the combining of any of it's operations or functions with another company or corporation or should any company or corporation take over any of the operations or functions, the Employer agrees to give the Union notice in writing one hundred and twenty (120) days prior to any intent by the Employer to implement the above.

10.09 In the event that the Employer plans technological change(s), the Employer shall give the union, a minimum of **one hundred and twenty (120) days** notice prior to implementation. In the event that the Employer plans reorganization, the Employer shall give the Union a minimum of **ninety (90) days** notice prior to implementation. The Employer and the Union agree to hold timely, constructive and meaningful consultations in an effort to reach agreement or solution to the problems arising from this intended change and on measures to be taken by the Employer to protect the employees from any adverse effects. The Employer and the union agree to bargain in good faith on all aspects of the intended change.

10.10 **Technological Change** – includes the introduction by the Employer of a change in his work, undertaking or business, or a change in his equipment or material from the equipment or material previously used by the employer, or a change in the manner in which the Employer carries on his work, undertaking or business related to the introduction of such equipment or material and any change in work methods and operations affecting one or more employees.

10.11 **Severance Pay**

Subject to the seniority provisions of this agreement, employees who become permanently displaced as a result of the company closing, or as a consequence of technological change, shall be entitled to a severance allowance. The amount of severance allowance to which an employee shall be entitled is as follows:

Under 1 - 2 years employment	5 days
3 years	6 days
4 years	8 days
5 years	10 days
over 5 years	2 days wages for each completed year of employment

SECTION 11
HOURS OF WORK – OPERATORS

“EMERGENCY CALL-IN PROCEDURES”
TRANSPORTATION REPORTING FOR EXTRAS WHEN NOTIFIED

11.01 In the event of an emergency, the Employer shall have the right to require any operator to work, provided that no operator shall be required to work unless:

- (i) no volunteer is available (volunteer – all operators who have booked for extra work);
- (ii) no volunteer is available through direct solicitation of operators on their days off;
- (iii) no operator then working is available;
- (iv) the call-in is done in inverse order of seniority on their days off (irrespective of Spare Board or Regular Operator classification).

11.02 EMERGENCY – TRANSPORTATION

Emergency shall exist in the event of:

- (i) sudden demand for service of buses within the 24 hour period, and this service to cover only City fare structure:
or
- (ii) conditions over which the Employer has no control, such as acts of God, including adverse weather conditions (i.e. snow, ice, storms, hurricanes and floods);
or
- (iii) seven and one half percent (7 ½ %) or more operators of a completed staff absent by virtue of illness or accident.

A completed staff consists of the number of operators required to fill the scheduled pieces of work contained on the “signed runs”, “signed extras”, “unsigned extras”, and vacation relief.

It is further agreed that operators on Long Term Disability shall not be considered as part of the complete staff for the purposes of this section.

Emergency is also referenced in 23.14 (iii) and 24.

11.03 LUNCH RELIEF FOR OPERATORS

The Employer will endeavour to provide lunch relief within five (5) hours whenever possible, however, in no case shall an operator work more than five hours and 30 minutes without a lunch relief.

However, in no case shall the Employer pay less than twenty (20) minutes of whatever lunch relief time maybe determined by the Employer to apply to any particular run.

Lunch relief will take place where a washroom is available and there is a suitable and clean place to eat, not a vehicle. Such twenty (20) minute lunch relief shall be taken in full.

11.04 HOURS OVERTIME FOR OPERATORS AND MISCELLANEOUS RE: DAY'S WORK FOR OPERATORS

- (i) A day's work for bus operators on regular runs shall not be more than nine (9) hours, and the Employer shall use its best endeavours to keep the hours as close as possible or practicable to the minimum, which shall be eight (8) hours. Regardless of the number of hours in a run which has been signed for, no guarantee shall exceed eight (8) hours pay. The Employer shall endeavour to see that a day's work is completed within eleven (11) consecutive hours wherever it is possible and practicable to do so. Subject to all other provisions to the contrary contained in this section, all work exceeding eight (8) hours completed in any one (1) day shall be paid at the overtime rate, and no overtime shall be paid to any operator until he has performed eight (8) hours work in one (1) day.

PROVIDED, HOWEVER, that any operator on a regular run who has completed said regular run, and in the same day is called back to take out an extra or tripper, which is not part of his regular run, shall be paid overtime for the extra work. Twelve o'clock midnight shall be considered to be the end of a day except with regard to the unexpired portion of any regular or extra run started prior to midnight. No operator on a regular run, after finishing his run, will be required to do extra work unless, in the opinion of the Employer, it is absolutely necessary. The Employer will endeavour at all times to provide sufficient extra men so that regular men will not be required to do extra work except when it is necessary.

- (ii) PROVIDED, FURTHERMORE, and notwithstanding anything contained in this Agreement, for the purpose of subsection 11.04, in calculating the overtime rate in any one day where charter work and regular work are combined in a day's work, the computation of the initial eight (8) hours of work shall be a combination of either.
- (iii) Should any operator work on his designated off day or days, he shall receive pay of time and one half at his basic rate for all time worked on his day or days off.

SECTION 12 SIGN-UP ABSENTEE

12.01 REGULAR

Operators shall select their runs strictly in accordance with seniority in the service. The five (5) regular sign-ups of approximately equal duration shall be in approximately January, March,

June, August and November. Failure to comply with the above-noted time periods regarding the January, March and November sign-ups will result in a special sign-up between the regular sign-ups.

After a new and major run cut, schedules and runs shall be presented to the Union Committee thirty (30) days previous to the sign-up; and fifteen (15) days for repeat sign-ups.

Schedules and runs shall be posted at all locations ten (10) days previous to the sign-up and signed up in accordance with seniority.

In the event the requirement for on-street transit service is reduced immediately as a result of external events the Employer has no control over, a line sign-up will take place immediately and will go into effect in conjunction with the two (2) week sign-up. Upon resumption of regular transit service, operators will revert back to the work signed for at the last major sign-up, if applicable. This reversion will take effect in conjunction with the two (2) week sign-up.

Transfers and other supplies may be obtained at **Transit Windsor, its terminals and at** such other places and in such other manner as the Company may from time to time determine.

The Employer shall post a complete list of all operators and runs that they have signed for in the Operator's room in the Transit Centre and at all locations where operators take relief.

12.02 **ABSENTEE OPERATORS**

If an **operator** is off duty during a major sign-up and cannot be present, and has not left a choice, the Employer and the Union representative administering the sign-up shall make a choice for him immediately, **which shall be as consistent with the previous sign-up as possible and** he shall work the run so chosen until the next major sign-up. **At any time when the Employer is recruiting operators that result in additional choices being available for sign-up, the Employer agrees to make those additional choices available prior to the completion of the training period. If any employee being trained as an operator fails to complete the training and a choice is not filled it will revert back to the next two -week sheet as a UFO.**

12.03 **REFUSALS**

Any man refusing to sign-up will revert to a position on the Spare Board to which his seniority entitles him according to Section 23.10; provided, however, that such reversion to the Spare Board shall not be allowed unless there are sufficient regular men left to sign all regular runs.

The Union will be allowed to determine the sequence with which the two week Spare Board crews will be assigned. If the Union does not provide Transit Windsor with the sequence, Transit Windsor will determine the order of Spare Board assignments. In the event of refusals to sign, Transit Windsor will assign the work in order of seniority to the Spare Board under Clause 23.10; and then will assign regular runs.

SECTION 13 MISSES

13.01 **Operators who do not report by their scheduled reporting time are considered to have missed. Operators are requested to call in if they realize that they are not going to report for a scheduled shift. However, it is noted that extenuating circumstances may not allow access to a phone;**

1. **An operator who misses and can take over their crew shall be allowed to do so after reporting.**
2. **In such cases, the platform value of the crew will be reduced by the amount of work missed and spread and overtime allowances adjusted accordingly.**
3. **The Show Up operator so replaced will return to their designated location within the established travel time and will be replaced on OSO at the return time to complete the remainder of his eight (8) hour consecutive shift.**
4. **A Show Up operator who misses but reports will be replaced on Show-up at the time they arrive in their seniority slot. If arrival is at the same time as the next scheduled Show up operator they shall be placed immediately behind that Show up operator.**

All misses are deemed to be violations of attendance. Management retains the right to evaluate overall work records as it pertains to the number and frequency of **misses**. Both the Employer and the union will ensure confidentiality of employee records.

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in the most extreme cases, discipline or discharge for cause will be preceded by a documented record of counselling, warnings (written or verbal), and/or suspensions. It is further recognized that to achieve this purpose the union president or his designate must be present at all disciplinary meetings and to be copied on all disciplinary notations.

13.02 Any employee missing for any reason will not be marked off the following day providing he reports to the office on the day of the miss.

FURTHER, any employee missing and failing to report after twenty-four (24) hours shall be considered to be absent without leave.

13.03 Any night operator reporting sick and not reporting by ten o'clock a.m. the following day will be marked off that day and every day thereafter until he does report for work.

13.04 The Employer will maintain a written record with respect to each employee's attendance, punctuality and such other violations and incidents as the Employer deems advisable to record. These records will be reviewed from time to time. Employees whose records indicate, in the opinion of the Employer, an unusual number of lates, absences from work, reporting sick, or violations, may be interviewed, in which case a Union representative will be present. If the employee is unable, in the opinion of the Employer, to justify his record, the employee may be warned that if his practices continue, he may

be suspended and/or discharged. If after such warning is given, such practices continue, the Company may, in its sole discretion, dismiss such employee. Discipline shall be justly applied in all cases.

- 13.05 Operators shall be entitled (upon request) to 10 hours of sleep time between two (2) days of work. Any operator working a p.m. run and called back for an a.m. run, shall not be subject to a penalty (written or monetary) in case he should miss. Sleep time is not applicable in cases of voluntary overtime unless mutually agreed.

SECTION 14

HOURS OF WORK ADMINISTRATION & TRANSPORTATION CLERKS

- 14.01 The provisions of this section are without prejudice any portion of it may be changed at any time at the discretion of the Employer. Hours of work may be flexed based on mutual agreement between the employee, Employer and the Union.

All shifts will not be more than 7 hours (exclusive of an unpaid lunch of one hour of duration). The normal day shift hours will not commence before 7:00 a.m. or finish after 5:00 p.m. Shifts for Customer Service (Transportation) Clerks will include as follows:

- 7:30 a.m. to 3:30 p.m.
- 8:30 a.m. to 4:30 p.m.
- 9:00 a.m. to 5:00 p.m.
- 10:00 a.m. to 6:00 p.m.
- 5:00 p.m. to 1:00 a.m.

The lunch period shall be taken no later than five (5) hours after the start of the shift.

14.02 HOURS OVERTIME – ADMINISTRATION & CUSTOMER SERVICE CLERKS

- (i) The Employer shall determine hours of work and work locations. Based on seniority and qualifications employees shall select hours of work as posted. The Employer will pay **two (2) dollars per hour extra to each employee temporarily filling a management position**. Such position will be offered to employees in order of seniority and will not exceed four (4) weeks.
- (ii) Overtime work shall be allotted by seniority. Work which involves two (2) hours or less may be allotted to any employee at the discretion of the Employer within each department.
- (iii) Should any employee work on his designated off day or days, he shall receive pay of time and one-half at his basic rate for all time worked on his day or days off.
- (iv) A sign-up shall be held approximately every three (3) months for those full-time employees that are required to work on shifts. Personnel shall select work strictly in accordance with seniority.
- (v) Shift premium see Appendix B.
- (vi) Employees shall be granted a 15 minute rest period without loss of pay during each half of each shift as near to the mid-point of the shift as practicable.
- (vii) It is understood and agreed the Administration staff and Transportation clerks may accumulate overtime for the purpose of using these banked hours to take off

as paid time. Such time will be accumulated and taken off at **time and one-half hours**. If lieu time cannot be granted, these banked hours will be paid out at a rate of time and one-half.

- (viii) When additional work requires the Employer to expand work locations, the work shall be allotted strictly by seniority.
- (ix) Temporary vacancies in customer service shall be filled on the basis of seniority by full-time employees, prior to utilizing part-time staff. Definition of a temporary vacancy is an absence that exceeds three (3) days.
- (x) In the event of refusals to sign, Transit Windsor and the Union will assign work as deemed appropriate.

14.03 **PART-TIME EMPLOYEES ADMINISTRATION & TRANSPORTATION CLERKS**

At least ten (10) days prior to entering into each two-week period, the Employer shall post a schedule of all work which it considers available for assignment on other than a daily basis to part-time customer service staff to be performed within the said two-week period, and each clerk shall thereupon be entitled to indicate on a selection sheet to be provided by the Employer his choice or choices of the work available on said schedule. The Employer shall assign in accordance with seniority work to the said part-time clerks who signify their choice thereof as far as the work will go at least five (5) days prior to the commencement of the relevant work period.

14.04 **EMERGENCY – ADMINISTRATION – REPORTING WHEN NOTIFIED**

In the event of an emergency, the Employer shall have the right to require any employee to work, provided that no employee shall be required to work unless;

- ii) no volunteer is available (volunteer – all employees who have booked for extra work);
- iii) no employee is available through direct solicitation of employees on their days off;
- iv) no employee then working is available;
- v) the call-in is done in inverse order of seniority on their days off.

EMERGENCY shall exist in the event of:

- i) sudden demand for services within the 24 hour period
or
- ii) conditions over which the Employer has no control such as equipment and/or systems failures.

SECTION 15 WORK WEEK FOR ALL HOURLY RATED SHOP EMPLOYEES

- 15.01 The normal workday for this group shall be eight (8) hours per day, and the work week shall consist of five (5) designated work days at eight (8) hours per day, forty (40) hours per week. Each member of this group shall be entitled to two (2) consecutive days off after working five (5) consecutive days.

15.02 In all cases of overtime in Maintenance, no man shall be required and/or forced to work if he is on his designated day off.

15.03 OVERTIME PREMIUM PAY

- i) All work performed over eight (8) hours in any one (1) day shall be deemed as overtime and paid at time and one-half (1 ½) of the basic rate of pay.
- ii) All work performed over the forty (40) hour week shall be deemed as overtime and paid at the premium overtime rate of pay applicable to THAT DAY'S WORK.
- iii) Notwithstanding anything hereinbefore and/or hereinafter contained in this Agreement to the contrary, any and all work performed by an employee of the Collective Agreement on his designated day and/or days off shall be paid the premium rate of time and one-half (1 ½) of his basic rate of pay.

15.04 ASSIGNMENT OF WORK IN GARAGE

Overtime worked in the **maintenance department** shall include the following:

- 1) Statutory Holiday work
- 2) Posted overtime work
- 3) Unscheduled overtime work-Service Line Only
- 4) Unscheduled overtime work – (a) Call ins
(b) Service calls

1) Statutory Holiday Work

- i) The Employer shall **post a notice fourteen (14) days prior to the Statutory Holiday requiring men to work in any of the classifications in the maintenance department. The completed list shall be posted five (5) days in advance of the Statutory Holiday.**
- ii) The work shall be assigned strictly by seniority within each classification.
- iii) On all statutory holidays, **one (1) mechanic and one (1) Service line employee will work on the 6:30 a.m. to 2:30 p.m. shift.**
- iv) **A maximum of two (2) persons will work on the Service line on the 2:00 p.m. to 10:00 p.m. shift.**
- v) **A maximum of two (2) persons will work on the Service line on the 6:00 p.m. to 2:00 a.m. shift.**
- vi) **If no one applies to work within the classification then employees outside the classification shall be asked, provided they have previous experience for the work. The work will be filled strictly by seniority from the qualified employees. If employees fail to apply for any of the posted overtime work, the Employer shall have a right to assign the work via inverse overall seniority within the classifications. In such case unfilled work shall be selected on the basis of overall seniority.**

2) POSTED OVERTIME WORK

If and when the Employer posts a notice, requiring men to work overtime in any of the classifications in the garage, the work shall be assigned strictly by seniority. If no one agrees to work within the classification, then employees outside the classification shall be asked, provided they have previous experience for the work. The work shall be filled strictly by seniority from the qualified men.

3) UNSCHEDULED OVERTIME WORK – SERVICE LINE ONLY

If and when the Employer requires men to work overtime, other than posted overtime or statutory holiday overtime, the work shall be assigned strictly by seniority.

If no one agrees to work within the classification then employees outside the classification shall be asked, provided they have previous experience for the work. The work shall be filled strictly by seniority from the qualified men.

4) UNSCHEDULED OVERTIME WORK – Call-ins

a) If and when the Employer requires any garage employee to take a call-in after his regular shift ends or on any of his designated off days, the work shall be filled strictly by seniority.

b) Unscheduled Overtime Work – Service Calls (after hours)

If and when the Employer requires any garage employee to perform on-street repairs or towing, the work will be filled strictly by seniority.

When an emergency arises and a service call is desired, the selection of employees will be in order of seniority, but may be restricted to garage employees who live within the City of Windsor. Any time the emergency clause listed in Section 15.04 (4) (b) is utilized, the Union will receive a report detailing the following:

- 1) Date of occurrence
- 2) Man/Men utilized
- 3) Starting and finishing time
- 4) Emergency situation causing the service call
- 5) Company official requesting service call

“Emergency”: any situation that arises within the service of the Company that causes the traffic to be impeded or causes a dangerous situation.

Employees ineligible for overtime:

- i) on paid/unpaid leave
- ii) on S&A/ W.S.I.B.
- iii) cannot be reached via telephone

c) In fulfillment of sub-clause (b), of Subsection 4 of Section 15.04, the Employer and/or on-duty Operations Supervisor shall make the service call and furnish said garage employee with sufficient money to cover his road out of pocket expenses, namely a ten dollar (\$10.00) meal allowance for the aforesaid service call of five hours duration and commencing with the tenth (10th) hour of the same service call for a second meal allowance shall be paid of ten dollars (\$10) and furthermore, sufficient moneys shall be supplied to cover fuel, toll charges, etc. for Company vehicles being used on the aforesaid service call.

15.05 Whenever a shop employee is called in to work, he shall be paid a minimum of three (3) hours at the applicable rate of pay for that day.

15.06 If a member of this group is called in to work on or before 11:59 p.m. on any given day, the hours of work shall be construed to be that day's work.

15.07 **SHOP EMPLOYEES HOURS OF WORK AND BREAK PERIODS**

The provisions of this section are without prejudice and any portion of it may be changed at any time at the discretion of the Employer with regard to shifts and said periods, after consultation with the Union. Until further notice the following are to be the lunch and break periods with regard to shop employees:

DAY SHIFT (Other than Service Line)

9:50 a.m. to 10:00 a.m. (break)

11:50 a.m. to 12:10 p.m. (lunch)

2:55 p.m. to 3:00 p.m. (wash up)

The following are the **SERVICE LINE SHIFTS. Lunch relief for all service line shifts shall be taken between the fourth and fifth hour of each shift.**

Job # 1 – 5:00 a.m. to 1:00 p.m.

Job # 2 – 9:00 a.m. to 5:00 p.m.

Job #3 – 6:00 p.m. to 2:00 a.m.

Job #4 – 6:00 p.m. to 2:00 a.m.

Job # 5 – 6:00 p.m. to 2:00 a.m.

Job #6 – 6:00 p.m. to 2:00 a.m.

Job #7 – 5:00 p.m. to 1:00 a.m.

Job #8 – 5:00 p.m. to 1:00 a.m.

Job #9 – 7:00 p.m. to 3:00 a.m.

Job #10 - 3:00 p.m. to 11:00 p.m.

Sat & Sun 5:00 a.m. to 1:00 p.m.

Job #11- 3:00 p.m. to 11:00 p.m.

Sat & Sun – 12:00 p.m. to 8:00 p.m.

PROVIDED, HOWEVER, if an unforeseen mechanical breakdown occurs during lunch or break period, maintenance employees may be directed to delay or interrupt their lunch or break period to remedy the breakdown and in the case of a lunch break shall be entitled to an uninterrupted lunch break immediately thereafter to comply with the

Canada Labour Code Part III, Division I. Said direction to delay or interrupt may only come from the appropriate supervisory personnel or leader in charge of the particular shift in question.

Shop and Maintenance personnel who leave the property during their lunch or break, other than for authorized work purposes, must punch their time card accordingly and will not be paid for the duration of time.

15.08 **SHOP SIGN-UP**

A shop sign-up shall be held approximately every three (3) months for those sections that are required to work on shifts other than a standard day shift. Personnel shall select work strictly in accordance with seniority. Upon mutual agreement the Employer and the Union may call for a special sign-up between the regular sign-ups.

If a man is off duty during a sign-up and cannot be present, the Employer and the Union shall make a choice for him, and he shall work the shift so chosen until the next sign-up. Probationary mechanics will not be subject to the sign-up procedure for the first three (3) months of their active employment. Upon completion of this training period he will revert to the shift his seniority entitles him to. The standard training period may be altered upon mutual agreement between Union and Management.

No shift will be offered for sign-up that requires a man to work two consecutive shifts, unless agreed to by the employee. Personnel shall select their shifts according to their seniority and once signed, their days off shall remain as signed for the duration of the sign-up, except those who signed spare with variable days off.

If at any time the Employer desires to change any Spare Serviceman's shifts, he will be given a minimum of forty-eight (48) hours notice of such change. A notice of less than forty-eight (48) hours may be agreed to by the employee.

SECTION 16 WAGES

16.01 **OPERATORS' WAGES**

See Appendix A and Appendix B

Provided that,

- i) For proper completion of assigned checking cards, operators shall receive forty (40) cents per hour.
- ii) Operators' overtime shall be paid at the rate of time and one-half **with the exception of Christmas Day, which shall be paid at double time.**
- iii) When training prospective operators, operators shall receive fifty (50) cents per hour.

16.02 **WAGES FOR MAINTENANCE AND OTHERS**

See Appendix A and Appendix B

i) The Employer will pay seventy-five (75) cents per hour extra to each employee of the Shop and Maintenance classifications described in 16.02 and 16.03 , if and while such employee is designated Leader.

Leaders will be chosen based on seniority. The time during which he is to be used as a Leader, will be at the sole discretion of the Director of Maintenance or the Maintenance Manager, subject to the provisions of Section 9.01 hereof.

All shop personnel shall follow the work assignment instruction issued by the Leader.

ii) **SUBSTITUTE LEADERS**

Employees who are appointed from time to time as substitute Leaders will receive Leaders' regular rate of pay while acting in such capacity after being appointed by the Employer as such. PROVIDED, HOWEVER, that any such employee who performs the duties of a Leader without having been appointed by the Employer as such will assume no responsibility as a Leader.

16.03 WAGES FOR MAINTENANCE AND STORE CLERKS

See Appendix A and Appendix B

16.04 NIGHT DIFFERENTIAL – MAINTENANCE, ADMINISTRATION & TRANSPORTATION CLERKS

All employees of the shop, administrative classifications and transportation clerks described in 16.02 who work regularly on their assigned shift shall be paid the following:

- Effective October 1, 1998 Administrative, Transportation Clerks and Shop employees shall receive seventy-five (75) cents per hour above his regular hourly rate for all hours worked on the 3 p.m. to 11 p.m. shift.
- Effective October 1, 1998 Administrative, Transportation Clerks and Shop employees shall receive one dollar (\$1.00) per hour above his regular hourly rate for all hours worked on the 11 p.m. to 7 a.m. shift

**SECTION 17
OPERATOR WORK**

17.01 FILLING PERMANENT VACANCY

In the event of a permanent vacancy, which must be posted at the next two-week sign-up, the senior Spare Board operator, who is not already holding a permanent run, will be entitled to hold the vacant run until the next major sign-up.

If no Spare Board operator accepts, the work will be assigned to the least senior Spare Board operator until the next major sign-up. All vacancies will be filled initially

according to Section 23.18 Filling Temporary Vacancy until the beginning of the next two-week sign-up.

17.02 CHANGE IN SCHEDULES REDUCING RUNS AND RUNS NOT GUARANTEED

In the event of a change in schedules on any line causing the number of runs to be reduced, increased, starting or finishing time of any run, a line sign-up will be held giving the operators on that line their choice of runs, according to seniority, on the new schedule, and such line sign-up shall take effect simultaneously with the regular two week sign-up.

AND PROVIDED FURTHERMORE, operators on that line not desiring or not able to sign back on under the new schedule change, will revert to the spare board in his seniority slot, and any unsigned run on that line shall be posted for signing within the time hereinbefore limited. Operators affected by new sign-up changes shall not be subject to any monetary loss.

In the event the requirement for on-street transit service is reduced immediately as a result of external events the Employer has no control over, a line sign-up will take place immediately and will go into effect in conjunction with the two week sign-up. Upon resumption of regular transit service, operators will revert back to the work signed for at the last major sign-up, if applicable. This reversion will take effect in conjunction with the two week sign-up.

17.03 (i) Runs not posted by the Employer as guaranteed runs are not guaranteed runs, and the amount of time thereof may be increased or decreased at any time at the Employer's discretion; such discretion shall take effect simultaneously with the regular two week sign-up.

(ii) Unsigned runs and/or extras not posted by the Company as guaranteed runs are not guaranteed runs, and the amount of time thereof may be increased or decreased at any time at the Employer's discretion; such discretion shall take effect simultaneously with the regular two week sign-up.

17.04 (i) The Employer will not offer for sign up work that will require the operator to report more than twice in one day.

(ii) The Employer will not assign work that requires an operator to report more than twice in one day.

17.05 (A) DEFINITION OF A REGULAR RUN

A regular run shall mean either one of the following runs, which will be posted as a regular run on the sign-up sheet:

- (i) a straight day run;
- (ii) a straight night run; OR
- (iii) a split run with over 7 ½ hours work and consisting of not more than two pieces of work.

(B) **DEFINITION OF A SPLIT RUN**

A split run shall mean: a split shall mean any two (2) pieces of work that contain more than sixty (60) continuous minutes of unpaid time.

- 17.06 (i) All runs posted as regular runs shall pay not less than eight (8) hours' time;
- (ii) All regular runs over seven (7) but under seven and one-half (7 ½) are to be paid **per the guarantee hours under Section 23.17.**
- (iii) All regular runs over seven and one-half (7 ½) are to be paid eight (8) hours.
- (iv) All regular runs developed under (iii) shall not exceed ten (10) percent of the regular runs existing in categories (i) and (ii) unless mutually agreed.
- (v) All regular runs created in categories (ii) and (iii) may have the inclusion of O.S.O. time.
- (vi) The Employer remains committed to creating as many regular runs as possible.
- (vii) The Employer agrees to conduct two (2) experimental run cuts during the life of this agreement.

17.07 **SPREAD PREMIUM**

See Appendix "B"

SECTION 18
REPORT AND PULL-IN ALLOWANCE

The following allowances for report, pull-out, street relief and pull-in shall be made as straight time except when the total time in a day's work including the allowances in a, b and c, exceeds eight (8) hours. The operator shall be entitled to overtime payment computed on this basis.

Lunch relief is never to be rated as overtime.

- a) For the first report and pull-out from the Garage – 10 minutes.
- b) For the second report and pull-out from the Garage – 5 minutes.
- c) For each relief at College Avenue, the Waiting Room and Tecumseh Mall – 5 minutes.
- d) For properly making out and filing an accident, incident or miscellaneous report to the Company – 20 minutes.

PROVIDED, HOWEVER, drivers submit reports promptly and the Employer supplies the needed information at each location; eg Serial #s, Forms.

SECTION 19
ASSIGNMENT OF WORK ON HOLIDAYS –OPERATORS

If and when any special holiday schedule is put into effect on a publicly declared holiday causing the amount of work to be changed or reduced, the following provisions shall apply.

- 19.01 A notice advising that a special Holiday Schedule is to be put into effect shall be posted at least fourteen (14) days previous to the date on which the said special schedule comes into effect.
For the purposes of assignment of work on holidays and for that purpose only, all operators are deemed to be Spare for that day, except operators who are on their designated day off.
- 19.02 All operators shall by the date specified in such notice, inform the Company on the appropriate forms which shall be made up in duplicate and initialled by appropriate management personnel, provided that they do wish to work on the holiday in question. Operators will select their shifts in accordance with seniority.
- 19.03 Insofar as the holiday schedule is concerned and only for that purpose (if fewer operators apply for work than there is work available to do), operators needed to work will be called into work in their inverse order of seniority and then assigned work in accordance with their overall seniority from the remaining unfilled work, **if forced in, seniority will dictate earliest finishing time from remaining pieces of work.** All operators whose day off falls on the holiday upon which a special schedule is to go into effect will not be assigned work on his day off until work has been assigned to all operators who are not on a designated day off; thereafter, holiday work may be assigned to those operators working on their day off in accordance with their seniority.
- 19.04 The Employer shall post the Daily "Holiday" Work Sheet five (5) days prior to the holiday.
- 19.05 a) Any operator who has been assigned work on a statutory holiday will have the privilege of booking off the holiday assignment and will be allowed off providing:
i) a volunteer operator is available to fill the vacancy;
ii) he is entitled to be off according to his seniority;
iii) he advises the Operations Supervisor, Department Head or Assistant Department Head in writing twenty-four (24) hours prior to the commencement of the holiday.
b) Any operator using the provisions of this subsection 19.05 (a) (i), (ii) or (iii) may do so without any penalty in any manner whatsoever within the complete scope of this section.
- 19.06 The procedure to apply to assigning work on Sundays and Statutory Holidays is as per daily assignment in Sections 23.04 through 23.12.
- 19.07 On U.S. Only Holidays, regular Tunnel Bus operators will have the option of maintaining their signed run if shifts are similar. If similar (**similar shall mean a start and finish time within thirty (30) minutes of his regular signed work**) shifts are not available, regular Tunnel Bus operators affected will revert to Unsigned Spare Board according to their seniority for the day.

SECTION 20

BOOKING OFF OPERATORS BY EMPLOYER

- 20.01 No Regular Operator shall be booked off his signed run and no Spare Board Operator shall be booked off his assigned work except when special schedules are put into effect by the Employer, or for training, retraining, instances involving litigation, or for other mutually agreed Employer related purposes. In all cases the operator shall be paid at the applicable rates.
- 20.02 Training
For the purpose of this agreement “training” means any theoretical and/or practical training given by the Employer with a view to enabling the employees to perform effectively, a function, a duty, or a set of functions and duties. All training provided for in this section shall be given during regular hours of work, shall be considered as time worked, and paid at applicable rates of pay for each classification.
- 20.03 At no time will the Safety and Training Officer operate a bus without prior written communication to the President of Local 616 or his designate.

SECTION 21 SHOW UP

- 21.01 Show-up time will be counted as time worked. Any Show-up time, for which an operator is entitled to payment under this clause, shall be paid for at the regular rate established by this agreement for operators. **Show-up shall be considered an eight (8) hour continuous piece of work, unless the operator is covering a split run caused by a miss.**
- 21.02 “Early a.m. Show-up” shall be deemed to be Show-up at any time in the morning before 8:00 a.m.
“Late day Show-up” shall be deemed to be Show-up between 8:01 a.m. and 11:00 a.m.
“Twilight Show-up” shall be deemed to be Show-up between 11:01 a.m. and 2:00 p.m..
“Night Show-up” shall be deemed to be Show-up from 2:01 p.m. and after.
At no time will Show-up be booked out as a split.
- 21.03 Any operator who, after notification, attends for Show-up, and who receives no run of any kind, shall be allowed his actual Show-up time, with a minimum of not less than three (3) hours pay at his regular rate for each such attendance.

SECTION 22 EXTRAS

Any operator operating an extra, a charter, a regular run, or any unassigned run, shall be accredited with a minimum of two (2) hours, except when the run is consecutive with another piece of work or except where the next or previous piece of work terminates within the guaranteed period, then the guarantee shall be limited to the intervening time between the pieces of work.

Intervening Time is defined as any elapsed time between two (2) pieces of work of sixty (60) minutes or less; it shall be paid time at the basic rate of pay applicable at the time, for the sixty (60) minutes and/or any fraction thereof of the aforesaid sixty (60) minutes of elapsed time.

CALL-IN

In all cases of call-in to work the operator will be guaranteed that such call-in will pay him a minimum of three (3) hours at his regular rate of pay OR two (2) hours pay at his overtime rate of pay.

SECTION 23 SPAREBOARD

23.01 This Section 23 shall apply only to Spare Board operators and the parties recognize two classifications thereof:

i) Signed Spare Board Operators

Spare Board operators who are assigned some work described in an Employer prepared two-week schedule of work are hereinafter referred to as Signed Spare Board operators, and

ii) Unsigned Spare Board Operators

Spare board operators who are assigned work on a daily basis as referred to in clause 23.03.

iii) a) All Signed and Unsigned Spare Board operators may be required to work a maximum of eight and one-half (8 ½) hours per day and said work shall be completed within thirteen (13) consecutive hours. Any work offered and performed beyond the restrictions noted, shall be on a voluntary basis.

b) Show-Up – when show-up is involved and an operator is assigned a STRAIGHT run, the operator may be required to work a maximum of ten (10) consecutive hours. **If overtime is required to finish said piece of work , show-up operator may request to be relieved after eight (8) hours , should an operator be available.**

c) All above-mentioned time limits shall include any and all time paid.

23.02 i) At least **fourteen (14) days** prior to entering into each two-week work period, the Employer shall post a schedule of all work which it considers available for assignment on other than a daily basis to Spare Board operators to be performed within the said two-week period, and each Spare Board operator shall thereupon be entitled to indicate on a selection sheet to be provided by the Employer his choice or choices of the work available shown on said schedule. The Employer shall assign in

accordance with seniority the said work to the said operators who signify their choice thereof as far as the work will go at least **seven (7)** days prior to the commencement of the relevant work period.

ii) Should an operator not be entitled by reason of lack of seniority to any work he has indicated as his choice or his failure to make a choice on the selection sheet, he shall be assigned the first available Signed Spare run and to Unsigned Spare thereafter.

iii) For all work, which has not been assigned under the preceding paragraphs 23.02 (i) and 23.02 (ii) the Employer shall assign operators in inverse order of seniority.

iv) All work scheduled pursuant to this Section 23.02 shall provide for five (5) designated work days and two (2) designated days off in each seven (7) day week of work assigned.

v) The Employer will not offer for sign up work that required an operator to report more than twice in one day.

vi) The Employer shall not assign work that requires an operator to report more than twice in one day.

vii) Any operator who reports for work more than twice in any one day shall be paid for the shortest intervening time between the three (3) report times for that day at his applicable basic rate of pay. Operators who volunteer for additional work and report three times will not be eligible for intervening time.

viii) For a split, when work exceeds five (5) hours in one portion, a minimum fifteen (15) minute break will apply.

ix) The Employer will not assign any night splits.

DAILY ASSIGNMENT AND ALLOTMENT OF WORK FOR UNSIGNED SPARE BOARD OPERATORS

23.03 **GENERAL**

Work for Unsigned Spare Board operators shall be assigned and allotted in the following manner to give effect to the following priorities based upon the principle of seniority.

For book out purposes all work exceeding seven (7) hours (regular runs, signed extras, unsigned extras) will be assigned in their category as defined in Sections 23.04 to 23.09 inclusive.

23.04 **EARLY DAY RUNS**

At all times, early day runs (runs that start at 8:00 a.m. or earlier) will be allotted so that the most senior Spare Board operator is assigned the earliest finishing time, and

subsequent runs will be assigned to operators in the order of seniority, the most senior operator to get the earliest finishing time.

23.05 EARLY A.M. SHOW-UP

At all times, early a.m. show-up (at or before 8:00 a.m.) will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clause 23.04) is assigned the earliest starting time, and subsequent early a.m. show-up (at or before 8:00 a.m.) will be assigned to the operators (to whom work has not been assigned under clause 23.04) in order of seniority, the most senior operator to get the earliest starting time.

However, when there are two or more Early A.M. Show-up men available for work, the senior Early A.M. show-up man has the option to accept or decline available work until all other Early A.M. Show-up men have been utilized. **For book out purposes only, Early A.M. Show-up shall be deemed as eight (8) hours in duration. Show-up shall be considered an eight (8) hour continuous piece of work unless the operator is covering a split run caused by a miss.**

23.06 LATE DAY RUNS; LATE DAY SHOW-UP; SIGNED SPLIT RUNS

Late day runs, late day show-up, signed split runs, signed and unsigned extras exceeding 7 hours of work will be booked out in conjunction with each other such that the senior operator has the earliest finishing time. Show up will be deemed 8 hours in duration for book-out purposes only. In the event that two (2) pieces of work have the same finishing time. The senior man will be assigned the piece with the least amount of work.

23.07 TWILIGHTS

At all times, Twilights (runs that start at 11:01 a.m. to 2:00 p.m.) will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clauses 23.04 to 23.06 inclusively) is assigned the earliest finishing time, and subsequent runs will be assigned to operators (to whom work has not been assigned under Clauses 23.04 to 23.06 inclusively) in the order of their seniority, the most senior operator to get the earliest finishing time.

23.08 TWILIGHT SHOW-UP

At all times, Twilight Show-up (11:01 a.m. to 2:00 p.m.) will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clauses 23.04 to 23.06 inclusively) is assigned the earliest finishing time, and subsequent Twilight Show-up (11:01 a.m. to 2:00 p.m.) will be assigned to operators (to whom work has not been assigned under Clauses 23.04 to 23.06 inclusively) in the order of their seniority, the most senior operator to get the earliest finishing time. However, when there are two or more Twilight Show-up men available for work, the senior Twilight Show-up man has the option to accept or decline available work until all other Twilight Show-up men have been utilized. For book out purposes only, Twilight Show-up will be deemed **eight (8)** hours in duration. Twilights and Twilight Show-up will be booked out in conjunction with the senior operator to get the earliest finishing time.

23.09 NIGHT RUNS

At all times, Night Runs (any run starting at 2:01 p.m. and after) will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clauses 23.04 to 23.08 inclusively) is assigned the earliest finishing time, and subsequent night runs will be assigned to operators (to whom work has not been assigned under Clauses 23.04 to 23.08 inclusively) in the order of their seniority, the most senior operator to get the earliest finishing time.

23.10 **SIGNED EXTRAS AND UNSIGNED EXTRAS**

At all times, Signed Extras and Unsigned will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clauses 23.04 to 23.08 inclusively) is assigned work as follows:

- a) if work is to finish **BEFORE 5:00 p.m.** the most senior operator to receive the least amount of work hours;
- b) if work is to finish **AFTER 5:00 p.m.** the most senior operator to receive the earliest finishing time.

Subsequent work will be assigned to operators (to whom work has not been assigned under Clauses 23.04 to 23.08 inclusively) in the order of their seniority as follows:

- a) if work is to finish **BEFORE 5:00 p.m.** the most senior operator to receive the least amount of work hours;
- b) if work is to finish **AFTER 5:00 p.m.** the most senior operator to receive the earliest finishing time.

Provided, however:

- that in the assignment of extras, overtime becomes involved, then the signed extras may be allotted ahead of unsigned extras **with the most amount of work to the senior man before 5:30 p.m. and the earliest finishing time after 5:30 p.m.**
- any Signed Spare Board run that is between seven (7) and eight (8) hours duration, for book out purposes only will be assigned as a regular run in the order of Section 23, Daily Assignment and Allotment of Work for Unsigned Spare Board Operators.
- Any signed extra with less than seven (7) hours and starting after 11.01 a.m. will be booked out in conjunction with Twilights and Twilights Show-up with the most senior operator to get the earliest finishing time.

Operators may be required to work special events after going on O.S.O. (Operations Supervisors' Orders) up to his eight and one half (8 ½) and thirteen (13) hour spread in accordance with seniority.

23.11 **NIGHT SHOW-UP**

At all times, Night Show-up (work starting at 2:01 p.m. and after) will be allotted so that the most senior Spare Board operator (to whom work has not been assigned under Clauses 23.04 to 23.10 inclusively) is assigned the earliest finishing time, and subsequent night show-up(2:01 p.m. and after) will be assigned to operators (to whom work has not

been assigned under Clauses 23.04 to 23.10 inclusively) in the order of their seniority, the most senior operator to get the earliest finishing time.

However, when there are two or more night show-up men available for work, the senior night show-up man has the option to accept or decline available work until all other night show-up men have been utilized. For book out purposes only, Night Show-up will be deemed as **eight (8) hours** in duration.

Night runs and Night Show-up will be booked out in conjunction with the senior operator to get the earliest finishing time.

23.12 SURPLUS (UNFILLED) WORK

At all times unfilled work will be allotted to members of the Spare Board (to whom work has not been assigned under Clauses 23.04 to 23.11 inclusively) on their day off in accordance with seniority (work to be assigned in the order of Clauses 23.04 to 23.11 inclusively).

23.13 SURPLUS (UNFILLED) WORK –REGULAR OPERATORS

Unfilled work will not be assigned to a regular operator who wishes to work on his day off until work has been assigned to the entire Spare Board (including Signed Spare Board operators); thereafter unfilled work may be assigned to regular operators working on their day off in accordance with their seniority (work to be assigned in the order of Clauses 23.04 to 23.11 inclusively). If any unfilled work remains, operators on their scheduled day of work may be assigned additional work in accordance with their seniority (work to be assigned in the order of Clauses 23.04 to 23.13 inclusively).

23.14 Unsigned Spare Board operators (herein referred to as “operators”) shall perform the work assigned to them on five (5) days in a seven (7) day week and shall take off such two (2) days contained in their seven-day week as ascertained by application of the following principles:

- i) Operators shall be entitled according to seniority to the work available for the Unsigned Spare Board operators.
- ii) Whenever the first (1st) and seventh (7th) days are given as days off in a week, they shall be assigned to the most senior operator.
- iii) In cases of emergency, as defined under Section 11.02 of this agreement, the Company may refuse days off and require an operator to work and, if he is required to work due to an emergency on a day or days normally designated as his day or days off, such day or days shall be deemed to be premium days and paid at premium rates

23.15 OVERTIME AND GENERAL

Should an operator work on his designated off day or day, he shall receive pay of time and one half his basic rate for all overtime worked on his day or days off.

23.16 SAVINGS CLAUSE

- a) Notwithstanding anything herein contained in this Section 23 to the contrary, a piece of work which involves three (3) hours or less may be allotted to any operator at the discretion of the Company, whether such operator be a Signed Spare Board operator, an Unsigned Spare Board operator, or a Regular operator.
- b) Provided furthermore, that at no time may the extras as presently posted be split into A.M. and P.M. work, until all Signed and Unsigned Spare Board operators have been given work on their regular work day.
- c) Any work exceeding three (3) hours will be booked out in its category as described in 23.04 to 23.14 inclusive.
- d) **Signed and unsigned extras working less than seven (7) hours, will be booked out as most senior operator will receive the most amount of work before 5:30 p.m. and the earliest finishing time after 5:30 p.m., when overtime is involved.**

23.17 GUARANTEE

- i) Extras or Spare Board operators will be guaranteed a minimum of thirty-seven (37) hours pay in any five days per week at his basic rate, **effective January 1, 2003 thirty-eight (38) hours pay in any five days per week at his basic rate, effective October 1, 2003 thirty-nine (39) hours pay in any five days per week at his basic rate, effective October 1, 2004 forty (40) hours pay in any five days per week at his basic rate**, PROVIDED, he reports for work on time and carries out the duties assigned to him.
- ii) If, however, in a five (5) day work week he Misses, his guarantee will be reduced by the actual hours assigned to him at the basic hourly rate of pay on the day of the misdemeanour. PROVIDED, HOWEVER, the guarantee shall not be reduced by more than eight (8) hours for said misdemeanour.
Operators will receive pay for all hours worked.
- iii) For a second (2nd) failure to report for work in the same five (5) day work week, any such operator shall forfeit his guarantee for that week.
- iv) The provisions for a weekly guarantee as described in section 23.17 has no bearing on the two-week pay period.
- v) The pay for all work done by an operator on designated off days shall be deemed to be in addition to the said guarantee.
- vi) In weeks in which special holiday schedules occur, the Company may use the pay for statutory holidays as a credit on the **guarantee**. The work done on a day during the week containing the holiday which has been assigned in place of the holiday, shall be paid for at the basic hourly rate and such payment shall be deemed to be in addition to the **guarantee**.
- vii) Notwithstanding the provisions of the foregoing paragraph (vi) of Section 23.17 and Section 34.03, if an operator performs his five (5) scheduled days work in the week containing the statutory holiday, the eight (8) hour statutory holiday pay will be in addition to the **weekly guarantee**.
- viii) Any operator working the Spare Board that performs more than eight (8) hours work in any one day will not have the excess hours placed in the guarantee.

23.18 FILLING TEMPORARY VACANCY

In the event of a temporary vacancy, Unsigned Spare Board operators will be eligible to fill the vacancy according to their seniority. Operators will be contacted and the vacancy will be filled within three (3) working days. The operator accepting the vacancy will be entitled to hold the run on a weekly basis until the next regular two week sign up, unless the absentee operator returns to work. If no one accepts, the least senior Unsigned Spare Board operator will be assigned the work until the next two week sign up.

“Temporary Vacancy” is defined as an absence, which exceeds three (3) consecutive days in duration.

SECTION 24 REGULAR OPERATORS

Operators signing for regular runs shall perform their work on such of those five (5) days contained in a seven (7) day week as the Company designates, and shall take off such of those two (2) days contained in a seven (7) day week as the Employer designates; but in case of emergency as defined under Section 11.02 of this Agreement, the Employer may refuse such days off, in which case the Employer will pay to each operator required to work on either of the said two (2) days to be taken off in accordance with this clause time and one-half for the time worked thereon.

SECTION 25 CHARTERS

Notwithstanding anything hereinbefore contained, the following rates, rules and regulations shall apply to charter operations through Transit Windsor or any subsidiary companies:

- 25.01 All Charter work will be paid forty (40) cents more per hour than the operators’ rate for regular work.
- 25.02 Charters greater than three (3) hours duration will be booked out as per daily book-out.
- 25.03 **ALL CHARTER AND/OR VEHICLES FOR TRANSPORTING BAGGAGE**
All charter and/or baggage assignments are to be performed by Unsigned Spare Board operators (unless an operator is requested in writing) in accordance with the Spare Board seniority.
- 25.04 **REQUESTED OPERATORS ON CHARTER AND/OR BAGGAGE ASSIGNMENT**
 - i) Special requests for a particular operator must be in writing from the charter party within three (3) days of placing order, and the requested operator must indicate his acceptance or refusal of the charter and/or baggage assignment at the time the written request is received by the Employer, and furthermore, the Union shall receive a copy of the written request within the aforesaid three (3) day period from the Employer. In

cases of short notices charter orders where a driver is requested, the verbal request will be honoured.

HOWEVER,

- ii) The chartering party may request only one operator per charter per bus, and if requested operator is unavailable, then the aforesaid charter will be filled by the Unsigned Spare Board seniority list by the Employer from the qualified charter operators' list if available.
- iii) No request shall be honoured and/or accepted from a tour and/or booking agency for a specified operator for any charter unless authorized by the Employer.

25.05 **QUALIFIED CHARTER AND/OR BAGGAGE- ASSIGNMENT OPERATORS**

- i) No operator shall be allowed an over-the-road charter and/or baggage assignment until he has completed a minimum of six (6) months of his probationary period.
- ii) The amount by which wage rates paid to an operator pursuant to the section for charter and /or baggage assignment operations exceeds the amount such operator would have received at the regular or basic rate from time to time prescribed for operator by Section 16.01 shall not be deducted from any amount payable by the Company to such operator in fulfilling the guarantee by the Employer pursuant to Section 23.17.

25.06 Allocation of charter work to be changed at any time on mutual agreement of the Employer and Local 616.

25.07 All deadheading shall be paid at the charter hourly rate.

25.08 **MEAL ALLOWANCE**

- i) One meal allowance for a charter of eight (8) hours duration.
- ii) Commencing with the tenth (10th) hour of the same charter, a second meal allowance shall be paid and every successive five (5) hours thereafter, a further meal allowance will be paid.
- iii) An operator on a charter operation beyond a sixty (60) mile radius of Windsor which does not permit the operator to carry on his normal work on the following day and any subsequent days will be granted meal and lodging allowance as follows:
 - a) Motel accommodation at the prevailing commercial rate at an establishment where the charter is booked:
 - b) Meal allowance – ten dollars (\$10.00);
 - c) Meal allowances will be paid in advance for all charter work. Meal allowances for U.S. charters will be paid in U.S. currency if lunch relief is taken in U.S.

25.09 An operator on a charter operation beyond a 60 mile radius of Windsor which does require the operator to be absent from work on the following day or any subsequent days

will be paid for actual driving time or eight (8) hours for each such day, whichever is the greater.

- 25.10 Christmas Day Charters – The Employer will not book any charters on Christmas Day without the concurrence of the Union.

SECTION 26 WORK BUS

- i) The Employer remains committed to improving working conditions for operators.
- ii) The Employer agrees to jointly develop and maintain a work bus between Transit Centre and the satellite locations for start and finish of operator work. The work bus will operate, within existing resources, from approximately 9:00 a.m. to 5:00 p.m., Monday to Friday and will be developed on a sign-up basis to most effectively accommodate individual driver requirements. A.T.U. executive and Transit Windsor transportation staff will coordinate the implementation plan following each major sign-up. The early morning and late night work buses will be maintained as required.
- iii) The committee of A.T.U. executive and Transit Windsor transportation staff will meet to consider a service plan for operators working on Saturdays.

SECTION 27 BENEFITS

27.01 DEFINITION OF ACTIVELY AT WORK

“Actively at work” means the employee is actually at work for the Employer on a full-time, full pay basis at his customary place of work.

Based upon this definition: “benefit levels for life, sickness and accident and long term disability are frozen based on the last day actively at work”.

27.02 BENEFIT COVERAGE NOTICE

The Employer is responsible for paying 100% of the premiums for the benefits listed. The administration and determination of eligibility for benefits is the sole discretion of the provider. The general statements listed in the following section are a summary of some of the provisions of the Master Policies. They are not necessarily part of the Master Policies and are not intended to cover all the terms of the Master Contracts. The Plan Administrator will provide the Union Benefit Representative with copies of Master Contracts and any subsequent amendments as required:

BENEFITS

1. Group Life

- a) Active Employees: \$40,000 basic insurance
\$40,000 A.D.&D.

b) **Retired Employees, retiring after August 15, 1981 and before March 1, 1988, \$2,000. Effective October 1, 2004, \$3,000.**

c) Retired employees, retiring after February 29, 1988, \$3,000.

d) Retired employees, retiring after September 30, 1995: fifty (50) percent of active employee's coverage at the time of retirement to age sixty-five (65).

2. **Group Health Care Benefits**

a) **Sickness & Accident Benefits:** Waiting period – 0 days for accident or emergency hospitalization; three (3) days for sickness. Benefit amount is 75% of earnings to a ceiling of \$500 per week. **Effective October 1, 2003 benefit amount 75% of earnings to a ceiling of \$600 per week with primary offsets.** Benefit period is 0 to 36 weeks.

b) **Long Term Disability:** Waiting period – 36 weeks (252 days). **Benefit amount will be \$1,500 per month with primary offsets.** Benefit period to the first month following a member's sixty-fifth (65th) birthday.

c) **Hospital:** Hospital coverage as per the Employer Health Tax plus semi-private coverage for active employees, retirees, their spouse and the surviving spouse (see Section 27.02) of active or retired employees.

d) **Drug Plan:** As per the provincial formulary. Employees and dependents to pay \$1.00 and retirees and dependents to pay thirty-five (35) cents per prescription for eligible drugs as per plan upon presentation of the Employee Identification Card. Retirees, their spouse and the surviving spouse (See Section 27.02) of active or retired employees to be included unless they qualify for Ontario Drug Benefit Plan which must be equal to existing Transit Windsor Plan.

e) **Extended Health:** **The benefits will be equivalent to the current benefits offered by the current insurer.** Employees and dependents to pay for covered services and to submit receipts to the insurance company. Retirees, their spouse, and the surviving spouse (see Section 27.02) of active or retired employees to be included unless they qualify for Ontario Drug Benefit Plan, which must be equal to existing Transit Windsor plan and utilized as the first carrier. Out of country coverage is for active employees only. **Hearing aid coverage to \$500 per year effective January 1, 2003.**

- f) **Vision : All active employees are entitled to \$150 per family member every two years. Employees retired after January 1, 1996 will be entitled to \$150 every two years. Effective October 1, 2004 \$200 every two years.**
- g) **Dental Plan: Benefit is the current year O.D.A. rates minus one as per the suggested fee guide for general practitioners for active employees only. Effective October 1, 2004, increased orthodontic coverage to \$2,000 per lifetime. Caps, crowns covered at 50% reimbursement to \$500 per year effective October 1, 2004.**

27.03 **TERMINATIONS**

The Employer may terminate employment when an employee has not been actively at work for a continuous period. His seniority rights are terminated and his benefits cease, save and except his right to receive benefits under the long term disability coverage.

The Employer may terminate the employment of such employees as follows:

- i) An employee with six (6) years of service (calculated as of the date last worked) or less, if the said employee has not been “actively at work” for a continuous period of two (2) years or more.
- ii) An employee with over six (6) years but less than twelve (12) years of service (calculated as the date last worked) if the said employee has not been “actively at work” for a continuous period of three (3) years or more.
- iii) An employee with over twelve (12) years of service (calculated as the date last worked) if the said employee has not been “actively at work” for a continuous period of five (5) years or more.

27.04 Retirees having been retired by the Employer after September 28, 1969 to August 14, 1981 a lump-sum death benefit of two thousand (\$2,000) dollars is paid through the pension fund.

27.05 Upon retirement the retiree will receive proof of death benefit coverage and by whom.

27.06 Group life insurance benefits shall apply to all employees on long-term disability, unless terminated under Section 27.03.

SECTION 28 OTHER BENEFIT ISSUES

28.01 Part-time employees may purchase benefits by paying the percentage of premiums based on their hours worked. Part-time employees agreeing to purchase benefits must purchase the entire package, and at any time they choose to opt out of the benefits they will not be able to opt back in.

Retirees may purchase benefits through the Employer by paying the premium costs including any percentage increases levied by the carrier based on experience.

28.02 The surviving spouse shall be covered until their death subject to the following:

- The Ontario Drug Plan is FIRST, then the Transit Windsor plan is utilized based upon existing coverage;
- Benefit plans through the surviving spouses' employment are used first, if available;
- Coverage stops upon remarriage.

SECTION 29 SAME SEX BENEFITS

The parties agree that, except for where statutory provisions of Canada stipulate otherwise, employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common law relationships for **all section of the collective agreement that relate to spousal and family benefits.**

SECTION 30 PENSIONS

It is agreed that all employees covered by this Agreement shall terminate their employment with the Employer on the first (1st) day of the month following their sixty-fifth (65th) birthday or at the employee's option at any time prior to age sixty-five (65) with the benefits accrued as per the pension plan. Early retirement will be subject to three (3) months minimum notice to the Employer if possible.

The parties agree that the following amendments will be made to the Transit Windsor Pension Plan:

- **Effective January 1, 2000 the responsibility for accruing all future pension responsibilities will be transferred to the Ontario Municipal Employees Retirement System (OMERS) Pension Plan, as authorized by By-law 2577. The contribution by the Employer and employees shall be in accordance with the provisions of the OMERS Act and Regulations thereto, as amended from time to time. The Employer contribution shall be set at 100% of the employee contributions.**
- **As a result of a very large surplus in the OMERS pension plan, the Employer and employee contributions will not be required for the years 2000, 2001 and 2002. Reinstatement of contributions and the level of contributions will be determined by the OMERS Board of Directors and will be binding on both the Employer and employees.**
- **The existing contributory pension plan for Transit Windsor is amended as at December 31, 1999 to freeze all benefits accrued to date. All past service responsibilities including responsibilities for our current pensioners will remain**

with our existing plan that will continue to be administered by the joint Pension Review Committee, which shall be comprised of an equal number of union and management/non-union employees. The investment surplus not required to be used for funding deficit may create reserves for future pension improvements in the frozen Transit Windsor plan. Any improvements recommended by the PRC must be forwarded to the Board of Directors of Transit Windsor for approval.

SECTION 31

Notwithstanding anything herein contained, the Employer shall not be obligated to provide or pay for Ontario Health Services Insurance Plan, Ontario Hospital Services Commission Plan, including the enrolment for Blue Cross semi-private coverage, presently describes as Supplementary Code 33 or Group Life Insurance, or the Green Shield Plan No. 3+EH Plan A1, for any employee to whom this agreement applies during any period of time during which any of the employees to which this agreement applies are on strike or engaged in a walkout or work stoppage, unless each employee provides the Employer with sufficient funds at his expense to pay for same during the time of any said strike, walkout or work stoppage, PROVIDED HOWEVER, that during any such event the Company shall, if duly authorized in writing on a form satisfactory to the Employer by an employee, keep the same fully paid and in effect for him until the expiration of such event. Thereupon the Company shall deduct from the next payment of wages to which such employee is entitled the amount paid on his behalf, and , if any such employee does not return to work for the Employer after the expiration of the said event, the Employer may recover from him any sum paid on his behalf as aforesaid.

N.B. This will apply to any carrier by name, in relation to those described above.

SECTION 32

TOOLS – SHOP EMPLOYEES

The Employer will agree to provide the cost of fire insurance in an amount sufficient to cover the value of tools required by personnel **which include the following employees – licensed mechanics, licensed body technicians, apprentices and machinist.** The value of the aforementioned tools shall be determined in the following manner:

- i) Each employee covered by the provision of this clause shall be required to submit an inventory together with the date of purchase and value of tools to be covered by such policy. **This coverage shall include replacement cost.**
- ii) Such inventory will be approved by the Maintenance Manager prior to coverage being placed upon said tools.
- iii) It shall be the responsibility of each employee to revise the original inventory with deletions or additions and submit the same to the Maintenance Manager annually for approval and the Employer shall bear no responsibility for the cost of any item, which does not appear on a revised list and is lost by fire.

SECTION 33

VACATIONS & STATUTORY HOLIDAYS

33.01 For the purpose of this Agreement it is hereby agreed that vacations shall be granted in the calendar year next following the calendar year in which the same were earned.

33.02 Each employee subject to this agreement shall be entitled to vacation with pay on the following basis:

i) For less than twelve (12) months service, vacations with pay will be granted in accordance with the following table:

HIRED on/or BEFORE	VACATION IN CALENDAR DAYS	AMOUNT OF HOURS
January 31 st	2 weeks	80 hours
February 28 th	1 week, 4 days	72 hours
March 31 st	1 week, 3 days	64 hours
April 30 th	1 week, 2 days	56 hours
May 31 st	1 week, 1 day	48 hours
July 31 st	1 week	40 hours
August 31 st	4 days	32 hours
September 30 th	3 days	24 hours
October 31 st	2 days	16 hours
November 30 th	1 day	8 hours

ii) After one complete calendar year of service, an employee shall be entitled to two (2) weeks (14 calendar days) vacation with:

- a) eighty (80) hours pay at his regular rate (Transportation and Maintenance)
- b) two weeks pay at his regular rate (Administration & Transportation Clerks)

iii) After four (4) complete calendar years of service, an employee shall be entitled to three (3) weeks (21 calendar days) vacation with:

- a) one hundred and twenty (120) hours pay at his regular rate (Transportation and Maintenance)
- b) three weeks pay at his regular rate (Administration & Transportation Clerks)

iv) After eight (8) complete calendar years of service, an employee shall be entitled to four (4) weeks (28 calendar days) vacation with:

- a) one hundred and sixty (160) hours pay at his regular rate (Transportation and Maintenance)
- b) four weeks pay at his regular rate (Administration & Transportation Clerks)

v) After fifteen (15) complete calendar years of service, an employee shall be entitled to five (5) weeks (35 calendar days) vacation with:

- a) two hundred (200) hours pay at his regular rate (Transportation and Maintenance)
- b) five weeks pay at his regular rate (Administration & Transportation Clerks)

- vi) After twenty four (24) calendar year of service, an employee shall be entitled to six (6) weeks (42 calendar days) vacation with:
 - a) two hundred and forty (240) hours pay at his regular rate (Transportation and Maintenance)
 - b) six weeks pay at his regular rate (Administration & Transportation Clerks)

- vii) After thirty (30) calendar years of service, an employee shall be entitled to seven (7) weeks (49 calendar days) vacation with:
 - a) two hundred and eighty (280) hours pay at his regular rate (Transportation and Maintenance)
 - b) seven weeks pay at his regular rate (Administration).

33.03 i) **TRANSPORTATION AND MAINTENANCE**

The Employer shall on or before the first day of December designate the number of employees who will be permitted to take vacations during each month of the following year. All employees shall sign for their vacations in the order of seniority and having signed, shall take their vacations in accordance with such signing. At the end of each day during the vacation sign-up, the Employer will update a listing, which specifies available vacation weeks.

ii) **ADMINISTRATION & TRANSPORTATION CLERKS**

The Employer shall, on or before the first day of December in each year, post a notice in each Department that all employees must choose the date of their vacations. The Employer will grant their requests according to departmental seniority, within each unit, providing there are sufficient employees qualified to staff the operation of each department. Vacation schedules, once approved by the employer, may be changed by mutual agreement between employee and employer.

33.04 Those employees who do not work a total of 216 days in the qualifying year shall not be granted the full vacation period to which he would otherwise be entitled under this Section. In such case, the vacation pay therefore will be reduced to the percentage thereof which the total of days worked together with the relevant days specified in Clause 33.05 is of 216 days. Any vacation days reduced under this section will be granted as unpaid vacation time at the request of the employee.

33.05 Days not to be excluded from the computation referred to in Clause 33.04 are as follows:

- i) The number of days vacation which such employee received in the qualifying year.
- ii) Time taken off with the consent of the Employer on designated regular work days, by not more than six (6) employees of the Company who are duly elected officers or duly elected members of the Bargaining Committee of the Union necessary for the sole purpose of transacting Union business arising out of the Union's relations with the Employer.
- iii) It is understood and agreed that the 216 day formula will not be applied to any employee on Workers' Compensation. It is also understood and agreed that the 216 day formula will not apply to any employee's floating holiday allotment.

- 33.06 Each employee to whom this agreement applies shall upon termination of his employment with the Employer have his vacation entitlement adjusted in accordance with past practice in effect prior to the date thereof.
- 33.07 No employee shall be permitted to take more than two (2) weeks of his vacation in any year between June 15th and September 15th.
- 33.08 Notwithstanding Section 33.01 through 33.07 every employee shall take a minimum of two (2) weeks vacation if earned. Any employee earning more than two (2) weeks vacation may be offered, as an option to the employee and when manpower requirements dictate, payment for the balance of the earned vacation in place of time off up to a maximum of two (2) weeks. This will be offered on a seniority basis.
- 33.09 (i) Administration, Maintenance and Transportation Clerks will be allowed to break up to one (1) week of their vacation entitlement in units of not less than half (1/2) days.
(ii) Operators will be allowed to break up to one (1) week of their vacation entitlement in units of not less than one (1) day.

33.10 **SERVICE LINE**

Section 33.07 of the collective agreement states that no employee shall be permitted to take more than two (2) weeks of his vacation between June 15 and September 15.

When a week of vacation becomes vacant by way of cancellation, that week shall be offered to employees in order of seniority. Any employee that takes the cancelled week must be subject to section 33.07 of the collective agreement.

In the event that no employee wishes the cancelled week according to section 33.07 each employee will have the opportunity, in order of seniority, to take the week and section 33.07 will not apply.

In the event that no employee wishes the cancelled week and the work remains vacant, first come first serve basis will apply.

Each employee, on the date of sign-up will be given the opportunity to book his/her vacation days in order of seniority. This in no way means that each employee has to book his/her vacation days at this time, but will ensure that employees get the days they need provided they are the highest seniority employee to book for that day. After the day of sign-up vacation days will be booked on first come first serve basis.

33.11 **Vacations re Transferred Employees**

Employees transferring to another department will not necessarily have their approved vacation request transferred to the new department. The vacation request will be based on the new department's previously approved schedule and the efficient operation of the department.

33.12 **Vacations: Service Line only**

Two (2) service line employees will be allowed off for vacation entitlement during the months of July, August, March break and Christmas break.

**SECTION 34
STATUTORY HOLIDAY**

34.01 Each employee subject to this agreement who works New Year's Day, Good Friday, Canada Day, Labour Day, Thanksgiving Day, Boxing Day, Victoria Day, Civic Holiday, Easter Sunday, shall receive pay at time and one-half his basic rate for all hours or portion of hours worked on any of the said days plus:

- a) eight (8) hours pay at his basic rate (Transportation and Maintenance)
- b) one days pay at his basic rate (Administration & Transportation Clerks)

Christmas Day ONLY shall be paid at double (2x) time his basic rate for all hours or portion of hours worked on this said day plus a) or b) above.

34.02 Each employee subject to this agreement who does not work and has not been required to work due to a holiday schedule on New Year's Day, Good Friday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Victoria Day, Civic Holiday, Easter Sunday.

- a) eight (8) hours pay at his basic rate (Transportation and Maintenance)
- b) one days pay at his basic rate (Administration & Transportation Clerks)

When work has not been assigned to an employee on a Statutory Holiday, Floating Holiday as one of his designated five (5) work days contained in his seven (7) day work week, the Employer agrees to recognize such day as a day worked for all benefits under this agreement.

34.03 Employees who are absent due to sickness or on leave of absence will not be eligible to receive pay for such holiday, and provided, however, that to be eligible for such holiday pay the employee must establish entitlement to wages on at least fifteen (15) days during the thirty (30) calendar days immediately preceding a general holiday.

34.04 Provided, however, that when an employee is on vacation and a holiday with pay occurs during his vacation period, such employee will be entitled to one (1) more day's vacation or a day's pay in lieu thereof. If the employee's selected day is inconvenient to the department, the Company shall select another day. If this day is not acceptable to the employee, the Company shall reimburse the employee one (1) day's pay in lieu thereof. Any additional days off will be scheduled within fifteen calendar days following the Statutory Holiday. If the statutory holiday falls on an employee's regularly scheduled day off, lieu time off can be granted if covered by the spare board at straight time.

34.05 **FLOATING HOLIDAYS**

Each permanent employee subject to this agreement, and probationary employees having completed six (6) months of continuous service, will be allowed three (3) days during the calendar year as Floating Holidays, **effective January 1, 2005 four (4) days**, and will be paid:

- a) eight (8) hours pay at his regular rate for each Floating Holiday (Transportation and Maintenance)
- b) One (1) days pay at his regular rate for each Floating Holiday (Administration)

Employees that have earned Floating Holidays will be granted, upon request by the employee, payment for earned Floating Holidays in place of time off. Floating holidays will be taken in the year in which they are earned. These Floating Holidays are to be taken at a time selected by the employee, PROVIDED, HOWEVER, at least fourteen (14) days' notice is given, and the time selected is approved in writing by the Department Head or Assistant Department Head. A minimum of five (5) operators per day will be eligible to be scheduled off.

34.06 PROVIDED, HOWEVER, if or when the Federal Government declares an additional Statutory Holiday, none of the Floating Holidays will be utilized for that purpose.

**SECTION 35
LEAVE OF ABSENCE**

BEREAVEMENT

- 35.01 In the event of the death of a member of an employee's immediate family, an employee is entitled to and shall be granted **five (5)** days bereavement leave, with pay, on any of the employee's normal working day. "Immediate family" shall mean the husband, wife, son, daughter, mother, father, brother, sister, stepmother, stepfather, stepson, stepdaughter and grandchildren, mother-in-law, father-in-law and any relative permanently residing in the employee's household or with whom the employee resides.
- 35.02 In the event of the death of an employee's son-in-law and daughter-in-law, an employee is entitled to and shall be granted two (2) days bereavement leave, with pay on any of the employee's normal working days.
- 35.03 In the event of the death of an employee's brother-in-law, sister-in-law, grandmother and grandfather an employee is entitled to and shall be granted one (1) day bereavement leave, with pay, on any of the employee's normal working days.
- 35.04 Bereavement leave that occurs during an employee's scheduled vacation or while on any period of paid leave, will be extended by the time lost, with pay.
- 35.05 If an employee is absent because of bereavement as provided under Clauses 35.01, 35.02, 35.03 and 35.04 of this section on any of his designated working days, the Company agrees to recognize such day as a day worked for all benefits under this Agreement.

35.06 In recognition that circumstances, which call for bereavement leave, are based on individual factors the Employer, on request, may grant additional bereavement leave without pay.

35.07 OTHER – LEAVES OF ABSENCE

The Union Committee will apply to the Employer for a leave of absence for any employee who is a member of the Union. Upon hearing such application, the Employer will, before making its decision, take into consideration all circumstances at the time of the application, which shall include the following:

- is the Company short of employees?
- is the employee making the application one whose record would influence the Company to grant a limited leave of absence?
- what are the bona fide reasons for the leave of absence?

The Employer recognizes the Ministry of Transportation's penalties imposed with respect to driving offences. As such an employee with five (5) years or more of service will be granted a leave of absence equal to the penalty received to a maximum of twenty-four (24) months without pay or benefits for loss of his driver's license as a result of off-duty occurrences. Such leave will be granted only one time and a second occurrence will subject him to dismissal. In applying for this leave of absence, it is understood that Transit Windsor will maintain the following employee benefits: Prescription Drug Plan, Extended Health, Dental Plan and Life; however, Transit Windsor will be reimbursed within three (3) months of return to work, through payroll deduction.

It is understood that there is no wage replacement insurance (Sickness and Accident Insurance, Long Term Disability) for any claims starting during the leave and continuing on beyond the expected return date. In addition, the pension is frozen with no contributions by either the employee or transit Windsor until return. Furthermore, if a Statutory Holiday falls within the leave of absence time frame noted above, the employee is not eligible for Statutory Holiday pay notwithstanding the provisions as set out in the Canada Labour Code.

Benefit levels for Life, Sickness and Accident and Long Term Disability are frozen based at the last day actively worked.

Should separation occur during said leave, benefits are due and payable immediately.

35.08 JURY DUTY OR CROWN WITNESSES

i) Employees who are called to service as jurors shall receive the difference between their regular shift at straight time normally worked and the payment received from the Court after presentation of proof of service and the amount of pay received .

- OR -

ii) in criminal or civil courts as a direct result of their employment, employees shall receive the difference between their regular shift at straight time normally worked and the payment received from the Court after presentation of proof of service and the amount of pay received.

SECTION 36 UNIFORMS

36.01 OPERATORS

- i) The Employer shall supply a complete list of uniform items, approved by the uniform committee and available for selection by operators each year.
- ii) Employees will select various items according to personal requirements. Each operator will be entitled to 215 points per calendar year. **Effective October 1, 2004 each operator will be entitled to 250 points per calendar year.** Each point shall carry a value of one dollar (\$1.00) and unused points may be carried over to the following year. The initial uniform allotment for new operators shall be 399 points.

36.02 The supply of uniform clothing shall require the employee to whom it is issued to be properly, cleanly and smartly dressed while on duty.

- 36.03
- i) Upon termination, permanent operators are required to turn in their entire previous issue of clothing.
 - ii) In the year of retirement, permanent operators will be issued a prorated reduced issue based upon their month of retirement.
 - iii) An employee who transfers to the transportation department on any job posting and does not remain in the position for more than one hundred and twenty (120) days must return the uniform supplied by the Employer.

36.04 SHOP

- i) The Employer shall supply a complete list of uniform items, approved by the uniform committee and available for selection by maintenance employees each year.
- ii) Employees will select various items according to personal requirements. Each maintenance employee shall be entitled to 150 points per calendar year. **Effective October 1, 2004 each maintenance employee shall be entitled to 185 points per calendar year.** Each point shall carry a value of one dollar (\$1.00) and unused points may be carried over to the following year.
- iii) A safety footwear allowance will be paid on the second (2nd) pay of each year to each maintenance employee required to wear C.S.A. approved safety footwear. The allowance will be one hundred and twenty-five (\$125) dollars except for service line who will receive one hundred and seventy-five (\$175) dollars and skilled trades employees who shall receive the sum of two hundred and seventy-five (\$275) dollars.
- iv) Permanent employees successful in a job posting and reclassified to a new permanent position in the maintenance department will be entitled to uniform and boot allowance as per 36.04 of this agreement, provided however, if any employee ceases his position and reverts back to his former position he shall reimburse the employer all money advanced to him through payroll deductions.
Permanent employees successful in a temporary job posting and reclassified to a new position in the maintenance department will be issued \$50 towards the purchase of protective footwear and two (2) coveralls deemed necessary to perform his duties.
- v) **New employees will be provided with a storm jacket in addition to their uniform in their first year.**

**SECTION 37
HEALTH & SAFETY**

37.01 SAFE WORKING CONDITIONS

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees.

Should an employee believe that there exists an unsafe, unhealthy or dangerous condition with respect to the area in which he is working, or the equipment or vehicle that he is operating, other than the normal hazards in his work, he shall have the right and the responsibility to stop working and shall report the condition immediately to his supervisor who shall investigate the condition and take steps necessary to correct it.

37.02 HEALTH & SAFETY

The employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

The employer agrees to the establishment of a joint health and safety committee comprised of equal representation of the union and the employer.

The joint committee will be co-chaired, with chairing of the meetings alternating between union and employer. Minutes of the meetings will be kept and copies distributed to all committee members, the union and the employer. Both chairpersons will sign the minutes unless there is dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of disagreement.

The employer and the committee shall conduct investigations deemed necessary to determine the circumstances surrounding the work injuries and health hazards arising in the workplace including third party premises. The employer shall provide the employee concerned, the union, and the joint health and safety committee with a copy of the work accident report.

The employer agrees to continue their program of air sampling.

**SECTION 38
RELIEF FOR SICK, INJURY OR OTHERWISE**

38.01 Every employee requesting relief when sick or injured shall be relieved from duty as soon as possible. Every said employee must keep the Employer advised weekly as to his condition, the name, address and telephone number of the attending physician, and his own whereabouts including a telephone number where the Employer can contact the employee; and shall submit to examination by the Employer's doctor at such time and as often as the Employer desires so long as he is being relieved on account of sickness. In

addition, the employee must have a "Wellness Certificate" completed at the option of the Employer.

Employees will be reimbursed for the physician's charges for completing a Transit Windsor "Wellness Certificate" upon rendering a receipt.

- 38.02 Relief for reasons other than sickness may be granted to an employee with the consent of his respective supervisory personnel on duty. If such permission is granted there shall be no payment of any incurred overtime by said employee seeking relief. In such case the employee will not be subject to any penalty at the time of the approved absence but overall attendance is still subject to Section 13.04 (a).
- 38.03 It is understood and agreed that the Union will be involved in general discussion with the carrier with respect to the benefit administration for those employees covered by this agreement.

SECTION 39 INJURY ON JOB

- 39.01 Any employee injured on the job and unable to continue his normal duty for that day shall be paid for the balance of the shift in which the injury occurred.
- 39.02 If the injury occurs on a regular work day, he shall be paid for the balance of his shift at the straight time hourly rate.
- 39.03 It is the responsibility of the employee, upon sustaining a personal injury on the job, to thoroughly and accurately complete a "Personal Injury Report" form and submit it to the Employer within twenty-four hours of occurrence provided the injury does not prevent him from doing so.
- 39.04 Employees, upon request, will receive **financial assistance equal to the current weekly S&A rate, on the normal payday, while awaiting payment for either S&A or W.S.I.B. The employee will be required to sign a promissory note agreeing to reimburse the company through deduction from S & A or W.S.I.B. or from their normal wages (only if their claim is denied from S&A or W.S.I.B) upon return to work at the same level as was paid out.**
- 39.05 All employees covered by this agreement who have suffered a work related injury shall have reinstatement rights , with no loss of seniority as follows:

1 - 5 years	2 years reinstatement rights
6 - 14 years	3 years reinstatement rights
15 - 24 years	4 years reinstatement rights
25 plus	5 years reinstatement rights

SECTION 40 EQUALITY, PRIVACY AND HUMAN RIGHTS

40.01 The Employer agrees that it will not discriminate against employees in respect to their training, upgrading, promotions, transfer, layoff, discharge, or otherwise because of race, **ancestry**, creed, colour, nationality, origin, age, gender, sexual orientation, **religion**, **marital status**, **disability** or because of membership, activity in the union, or the carrying on any union activities. **All terms used in this section are as defined by the Canada Human Rights Code.**

40.02 **CONFIDENTIALITY OF HEALTH INFORMATION**

The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Both Employer and Union representatives who have access to this information will ensure its confidentiality.

The Employer further agrees that medical information of employees will not be divulged to a third party without proper authorization. The Employer will store employee health information separately and securely, and that access thereto shall be given only to those persons directly involved with administering that information.

40.03 Surveillance cameras and related equipment presently installed by the Employer is to protect critical areas of the employers' premises from theft and/or to enhance personal safety of employees. Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area, and of A.T.U. Local 616. The Employer will not be allowed to use surveillance cameras to monitor the work of employees and no information obtained through use of this equipment shall be used against employees at any time unless such information constitutes evidence of criminal acts.

40.04 **HARASSMENT POLICY**

No individual should be exposed to harassment at work, based upon that person's race, ancestry, origin, colour, citizenship, creed, gender, disability, age, sexual orientation, religion, marital status, political affiliation or conviction for which a pardon has been granted. Harassment is a course of conduct or comment that offends a person on any of the grounds stated above, where such behaviour is know or ought reasonably be known to be offensive and unwelcome. **All terms used in this section are as defined by the Canada Human Rights Code.**

Sexual harassment is a particularly objectionable type of discriminating conduct or comment which cannot be tolerated. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender-based comments, gestures and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he or she has been subjected to

harassment as defined above to immediately report such concerns to a designated union or management representative. All allegations will be fully investigated in a confidential manner **by a contracted outside source**. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation, is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

This policy along with the names of the designated representatives will be posted on all employee bulletin boards.

SECTION 41 MISCELLANEOUS

- 41.01 **SALT TRUCKS AND SNOW PLOWS** - When Transit Windsor trucks are used, the trucks are to be operated only by **unionized** maintenance personnel on the premises of Transit Windsor and its terminals.
- 41.02 Transfers and other supplies may be obtained at **Transit Windsor, its terminals and at** such other places and in such other manner as the Company may from time to time determine.
- 41.03 All employees covered by this Collective Agreement will be **provide with an employee identification card, identifying them as an employee of Transit Windsor.**
- 41.04 All retired employees covered by this Collective **Agreement will be provided with an employee identification card, identifying them as a past employee of Transit Windsor.**
- 41.05 Should the retired employee have a spouse on the day of retirement, the Company will provide the spouse with an annual **identification card, identifying them as a spouse of a retiree from Transit Windsor,** subject to the following conditions and limitations:
- 1) A spouse is defined as both a legal spouse or a common law spouse.
 - 2) The issuance of **an identification card** is for the spouse at time of the employee's retirement only. Any future spouse will not **receive an identification card.**
 - 3) The **identification card** will be issued annually for the lifetime of the qualifying spouse.
 - 4) The **identification card** will be revoked should the spouse re-marry or enter into a new common law relationship regardless of the length of Co-habitation.
- 41.06 Employees may request payroll deduction for Motorco Credit Union and the Credit Union Ltd. Windsor City Centre.

41.07 The Employer will forthwith after the signing of this Agreement cause the same to be printed and a copy thereof to be delivered to each employee to whom this Agreement applies. **The font size and the book form to be agreed to by the parties.**

**SECTION 42
COST OF LIVING ALLOWANCE (C.O.L.A.)**

i) The intent of this Section is to allow for a payment to be made as an equalization to the effects of inflation based upon the Consumer Price Index movement. At no time during the life of this Agreement shall the calculation in this Section reduce base hourly rates.

ii) The term base Index (C.P.I. established by Statistics Canada **1992 = 100**) shall be defined as follows:

For the period from October 1, **2002** to September 30, **2003**, the base index shall be the C.P.I. index as at October 1, **2002** as published in November **2002**.

For the period from October 1, **2003** to September 30, **2004**, the base index shall be the C.P.I. index as at October 1, **2003** as published in November **2003**.

For the period from October 1, **2004** to September 30, **2005**, the base index shall be the C.P.I. index as at October 1, **2004** as published in November **2004**.

iii) Allowance of two (2) cents per hour for each .250 point change, or portion thereof, beyond 4% in the said index over the applicable base index as defined in Section 42 ii) applied to hours worked or guaranteed within the applicable quarter.

iv) C.O.L.A. payments will be made on a quarterly basis commencing with October, **2002**, C.P.I. figure published in November, **2002**.

The quarters are:

October, November, December	1st quarter
January, February, March	2nd quarter
April, May, June	3rd quarter
July, August, September	4th quarter

Adjustments to the C.O.L.A. for each quarter made from October 1, 2002 to September 30, **2004** will be after the following publication dates:

January C.P.I.	- published in February
April C.P.I.	- published in May
July C.P.I.	- published in August
October C.P.I.	- published in November

Separate payroll adjustments will be generated on the first full pay period following the close of each quarter.

v) No adjustment will be made as a result of any decline in the said Index below the applicable Base Index.

vi) No adjustment retroactive or otherwise shall be made to any revision which may later be made in the published Index for any relevant period on the basis of which the allowance paid therefore has been determined.

Appendix A

POSITION	Oct 1, 2002	Oct. 1, 2003	April 1, 2004	Oct. 1, 2004	April 1, 2005
Operator	19.96	20.26	20.56	20.87	21.18
Licensed Mechanic *	22.00	22.83	23.17	23.52	23.87
Machinist *	22.00	22.83	23.17	23.52	23.87
Licensed Body Technician *	22.00	22.83	23.17	23.52	23.87
Maintenance Stores	19.34	19.63	19.92	20.22	20.53
Maintenance Janitor	19.96	20.26	20.56	20.87	21.18
Licensed Facilities Maintenance Mechanic*	19.96	20.76	21.07	21.39	21.71
Serviceman. "B" Inspection	19.15	19.44	19.73	20.03	20.33
Tireman	19.72	20.01	20.31	20.62	20.93
Welder	22.21	22.54	22.88	23.22	23.57
Cash Office Clerk **	32,741	33,232	33,730	34,236	34,750
Customer Service Clerk**	32,741	33,232	33,730	34,236	34,750
Marketing Representative **	32,741	33,232	33,730	34,236	34,750
Accounting Clerk**	36,942	37,496	38,058	38,629	39,208
Planning Analyst **	39,461	40,054	40,654	41,264	41,883
Maintenance Clerk	17.99	18.26	18.53	18.81	19.09
Administration Clerk **	32,741	33,232	33,730	34,236	34,749
Part-time Clerk	11.73	11.91	12.09	12.27	12.45

***Skilled trades premium folded into base effective October 1, 2003.**

**Salaries noted are TOP RATES. The grid system functions relative to the following time frames from the date of hire, subject to successful performance.

START	80%
AT SIX (6) MONTHS	85%
AT TWELVE (12) MONTHS	90%
AT EIGHTEEN (18) MONTHS	95%
AT TWENTY-FOUR MONTHS	100%

This is a per Pay Equity Letter of Understanding effective January 1, 1990.

APPENDIX "B"
PREMIUM RATES

PERTAINING TO OPERATORS:

PROVIDED FURTHERMORE:

Spread Premium:

- 1) For all work performed between the 11th and 12th hour, the premium shall be paid at a rate of \$1.75 per hour above the base rate.
- 2) For all work performed between the 12th and 13th hour, the premium shall be paid at the rate of \$2.00 per hour above the base rate.
- 3) For all work performed over the 13th hour, the premium shall be paid at the rate of \$2.25 per hour above the base rate.
- 4) Pay for spread premium shall be calculated from the posted scheduled sheets.
- 5) Spread premium shall apply to all signed runs, signed extras, and unsigned extras.

OPERATOR NIGHT PREMIUM

Fifty (.50) cents per hour extra; Night Premium is effective for any regular run beginning after 2:01 p.m.; no pyramiding on Sundays.

OPERATOR SUNDAY PREMIUM

Fifty (.50) cents per hour extra; Sunday Premium is effective for all work on Sunday. No pyramiding of premiums.

CHARTER:

All Charter work will be paid forty cents (\$0.40) more per hour than the operators' rate for regular work.

CHECKING:

For proper completion of assigned checking cards, operators shall receive forty cents (\$0.40) per hour.

TRAINING:

When training prospective operators, operators shall receive fifty cents (\$0.50) per hour.

Costs of medicals for all employees for Employer required licenses once every three years to a maximum of \$50.00 per medical effective October 1, 2004.

PERTAINING TO SHOP PERSONNEL

PROVIDED FURTHERMORE:

SHOP NIGHT PREMIUM

Effective October 1, 1998

Shop employees and Administrative/ Transportation Clerk Employees shall receive seventy-five (.75) cents per hour above his regular hourly rate for all hours worked on the 3 p.m. to 11 p.m. shift and one (1.00) dollar per hour above his regular hourly rate for all hours worked on the 11 p.m. to 7:00 a.m. shifts as per Section 16.04 of this agreement.

SUNDAY SHOP PREMIUM

Effective October 1, 1998

Fifty (50) cents per hour extra; no pyramiding of premiums.

LEADER:

Seventy-five (75) cents per hour extra as per Section 16.02 (i) of this agreement.

SKILLED TRADES PREMIUM:

Effective October 1, 1995

Ten (10) cents per hour for Licensed Motor Mechanics, Licensed Body Technicians, Machinists and Welders.

Effective October 1, 2003

Fifty (50) cents per hour for Licensed Motor Mechanics, Licensed Body Technicians, Machinists, Welders and Facilities Maintenance Mechanics holding a valid license rolled into base rate as per Appendix "A".

Costs of medicals for all employees for Employer required licenses once every three years to a maximum of \$50.00 per medical effective October 1, 2004.