



THIS AGREEMENT
Entered into this 1st day of
October, 2015
Until the 30th day of
September 2019
Between
TRANSIT WINDSOR
And
LOCAL 616
OF THE
AMALGAMATED
TRANSIT UNION

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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 ongoing 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, 2015 until September 30, 2019.**

SECTION 2 – UNION RIGHTS

RECOGNITION OF UNION

2.1 The Employer recognizes Local 616 of the ATU as the sole and exclusive bargaining agent affecting all matters pertaining to all current and any future Employees covered by this Agreement.

The Employer shall not bargain with or enter into an agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees in the Bargaining Unit shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an Employee or group of Employees of the Bargaining Unit, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its officers or appointed representatives. Likewise, the Employer shall supply the Union with a list of its Transit Supervisory personnel.

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

2.2 In order that the general public shall be aware of the benefits of a Unionized public service, the ATU 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.

2.3 Other than termination, an Employee will be furnished with a photocopy of their yearly (Year at a Glance) record maintained under clause 13.4, hereof, and a photocopy of medical certificates when requested by the President or any member of the Executive of ATU Local 616 on a standard form authorized by the Employee. In the event of termination, an Employee will be furnished with a photocopy of their complete Personnel record when requested by the President or any member of the Executive of ATU Local 616 on a standard form authorized by the Employee.

2.4 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 2.4 without the approval of the Employer.

2.5 UNION SUSPENSION

Seniority is under the jurisdiction of the Amalgamated Transit Union Local 616.

The Union shall advise the Employer in writing when a member or members lose seniority or are not in good standing because they have failed to pay Union Dues, fines, or assessments or other reasons deemed by the membership of ATU Local 616.

2.6 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 ATU Local 616.

The Financial Secretary-Treasurer of ATU 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 ATU 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.

2.7 BULLETIN BOARD

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

2.8 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 their Union Executive. The Employer agrees that, at their expense, the designated Union Executive shall be given the opportunity to interview each new Employee, within regular working hours, for two (2) hours 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 Union Executive will provide the new Employee with a copy of the collective agreement.

2.9 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, 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 their Department Head or Assistant Department Head stating that they desire to be relieved of their runs or other work, and if the Company, or their 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 their absence from Company work, shall retain their 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 their application to return to the Employer's employ.

(iii) A day's work for the Union on any of their designated work days, by an Employee granted leave of absence under Section 2, Subsection 2.9 (j) 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 their 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 ATU Local 616 as being the only persons entitled to benefits under the provisions of this Section-

- President/Business Agent
- Vice President/Recording Secretary
- Financial Secretary-Treasurer
- Operators Representative
- Garage Representative
- Benefit Representative

(v) Any day absent from work on Union business to attend the regular monthly meeting of ATU 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.

(viii) The Employer agrees to cover all benefits including wages for four hundred and twenty-five (425) hours per year to conduct Union business. Book-off for these purposes will be at the discretion of the Union President or their designate and reasonable notice will be given to the Employer.

(ix) The Employer agrees that the full-time Union President's position and the half-time Union Representative's position shall not be included in Section 2.9 (viii) regarding the amount of hours per year. The half-time Union Representative's position will be at the discretion of the Union President.

SECTION 3 MANAGERIAL RIGHTS

3.1 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.

3.2 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.

Amendments to this Agreement shall be in the form of a Letter of Understanding and shall be signed by both parties; that being the President and one other officer of ATU Local 616 and the Executive Director or their designate. Such letters that are duly signed shall be included in and form part of the Agreement as of the date of the letter.

When new rules or regulations are to be adopted by the Company, the Company shall discuss with and forward such rules to the Union, and advise all Employees prior to implementation. These rules and regulations shall be subject to the grievance and arbitration process.

3.3 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

4.1 - PROBATIONARY EMPLOYEES: NEW EMPLOYEES

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) months (90 calendar days) of continuous employment.

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

All probationary Employees within the scope of this agreement will be issued with new articles of clothing (re: Section 34), boot allowance (re: Section 35.1), 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:

If probationary Employee ceases employment with the Employer for any reason(s) whatsoever of their own accord, then they shall:

(i) Reimburse the Employer financially for the cost of said new articles of clothing issued under Section 34;

(ii) Reimburse the Employer financially for all monies advanced to him under Sections 34 and 35;

(iii) Upon fulfillment of (i) and (ii) of above, to the Employer, all articles purchased shall become the property of said probationary Employee. The Transit Windsor insignia on any articles of clothing must be removed and returned to the Employer.

If probationary Employee ceases employment with the Employer, during their probationary period, by the Employer, the following rules and regulations shall apply:

(iv) All articles of clothing issued under Section 34, shall be returned to the Employer at no financial cost to said probationary Employee;

(v) Reimburse the Employer financially all monies advanced to him under Sections 34 and 35;

(vi) Upon the fulfillment of (iv) or (v) of this Section, all articles so mentioned shall become the property of said probationary Employee.

4.1.1 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.

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 310S and 310T.

Mechanics possessing either one of these licenses shall receive 90% of the applicable base hourly rate for the first year. Employees having completed twelve (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.

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.

4.2 - 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. It is understood and agreed that when a part-time Employee is filling a full-time vacancy, they shall receive the wages of the full-time vacancy. Any part-time Employee who is filling a temporary vacancy, and such vacancy exceeds six (6) months, that Employee will then become eligible for and entitled to all benefits afforded to a full-time Employee while filling that position. It is agreed that part-time Employees may be scheduled greater than twenty-four (24) hours with the agreement of the Union.

(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. The seniority list will be posted on February 1st and July 1st each year and a copy forwarded to the Financial Secretary-Treasurer of ATU Local 616. In situations where seniority is a determining factor for job postings, the seniority will be as of the last pay prior to the posting and supplied to the Union at that time.

(iii) All part-time Employees shall accumulate seniority based on hours worked. Standard probation period shall be determined as six hundred (600) hours or one (1) 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.

4.3 - TEMPORARY EMPLOYEES

(i) Temporary Employees may be hired up to one hundred and twenty (120) consecutive calendar days. A maximum of two (2) of these work periods may occur within twelve (12) consecutive months. The Employer will ensure that every temporary Employee hired will be made aware of the day and date that their period of employment will expire in writing. This document must be presented to the Employee and the Union. No temporary Employee shall be employed if a permanent job

opening exists 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. If the temporary Employee is the successful candidate for a full-time position while a temporary Employee, they will be credited with Union seniority as well as all applicable benefits. The Employer agrees that when hiring temporary Employees, consideration will be given to interested Employees who have retired and who have not yet reached the age of sixty-five (65). They will be paid at the applicable rate of pay.

(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 ATU Local 616 immediately.

(iii) If at any time a temporary Employee goes over the two hundred and forty (240) day allotment, they will revert back to their previous position as per the collective agreement. If hired from another department, they will revert back to that department, if they are a new hire, their employment will expire, unless openings exist as per the collective agreement (re: Section 9.1).

SECTION 5 CONDUCT AND DISCIPLINE

5.1 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 follow 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.

5.2 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.

5.3 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, provided that it does not violate safety regulations or standards.

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

5.4 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.

5.5 The Employer shall immediately notify in writing the Union President or their 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.

5.6 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 they have the opportunity to present their 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.

5.7 Employees shall have the right to have their 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.

5.8 - SUPERVISORY PERSONNEL ORDERS TO BE FOLLOWED

TRANSPORTATION

Every Operator and Transportation Clerk shall follow 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, they 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, they may take it up later with their Union Representative.

MAINTENANCE

All Maintenance Employees shall follow 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, they 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, they may take it up later with their Union Representative.

ADMINISTRATION

Every Administrative Employee shall follow 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, they 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, they may take it up later with their Union

Representative. Such directives are subject to the provisions of the Canada Labour Code Part II, Occupational Health and Safety.

5.9 - DISCIPLINARY RECORD

The record of any disciplinary action or any adverse notation shall not be referred to or used against an Employee at any time after twenty-four (24) months following such action.

In the event that an adverse notation is placed in an Employees' personnel file, a copy of such notation shall be given to the Employee. The Union shall be forwarded a copy of any adverse notation.

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 talk to(s), warnings (written or verbal), and/or suspensions. Counselling is not to be considered a form of discipline, but any Employee counsels will be forwarded to the Union in writing. It is further recognized that, to achieve this purpose, the Union President or their designate must be present at all disciplinary meetings, and to be copied on all disciplinary notations.

SECTION 6 GRIEVANCE AND ARBITRATION

6.1 - CHARGES AGAINST EMPLOYEES

Any Employee against whom charges may be received shall be required to report to their immediate Non-Union Supervisor but not on their 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 twenty (20) minutes prior to commencement or within twenty (20) minutes of completion of their normal shift or hours of work. Their 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 their 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 5.4.

6.2 - GENERAL REQUIREMENTS

No grievance shall be considered or be subject to the grievance procedure unless:

(i) The grievance defines the article(s) of the Collective Agreement or past practice that has been violated. It is also understood that all applicable articles relating to the grievance are included.

(ii) It is presented in writing within ten (10) calendar days after the occurrence of the incident, or the Union became aware of the violation, upon which the grievance is founded, to the Director of Corporate Services or designate.

(iii) It is signed by the grievor and/or the Union representative.

(iv) The grievance is submitted on the appropriate grievance form that shall be available to all Union Employees and supplied by the Employer.

POLICY GRIEVANCE

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, the Union may initiate a Policy Grievance at Step 2 or 3 of the Grievance Procedure.

6.3 - GRIEVANCE - STEP ONE

In the event that an Employee covered under this collective agreement believes that they have cause to file a grievance, a meeting shall take place with the Union Executive and the Management person from the appropriate department in an attempt to reach a resolve. Failure to reach a resolve acceptable to both parties shall result in the grievance proceeding to Step II of the Grievance Process.

GRIEVANCE - 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 Executive Director, **Transit Windsor** who shall 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 5.4). 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.

GRIEVANCE - STEP THREE

If the decision at Step Two is not considered satisfactory to the grievor or to the Union, an appeal in writing shall be made within ten (10) calendar days to a mutually agreed upon designate, who shall 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.

6.4 - CONDITIONS

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 5.4 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.

(iii) 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.

(iv) The decision of the Employer shall be final, subject however to the provisions of the arbitration clause contained in the agreement.

(v) Employer personnel hearing the grievance shall not consider a grievance at more than one step.

(vi) If upon investigation it is proven to the Employer that there was not sufficient cause for the Employee's suspension or dismissal, they shall be

reinstated in their former position and paid for all lost time at scheduled rates unless otherwise agreed upon by Union and Management.

(vii) The Union reserves the right to waive the normal grievance procedures and commence proceedings at Step Two in grievances pertaining to the termination of an Employee's employment and Policy grievances.

(viii) The President of Local 616 or their designate during their absence, may institute a policy grievance on behalf of the Local, subject to Section 6.

6.5 - ARBITRATION

(i) 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 to be brought to arbitration 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.

(ii) Notwithstanding anything contained in this Agreement, neither party hereto shall have any right to apply for arbitration under Clause 6.5 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.

(iii) 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 decisions of the arbitrator are to be limited to application of that particular dispute and are without prejudice. These decisions shall have no precedent 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.

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

7.2 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 their 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

8.1 Overall Union seniority will be considered when bumping in the event of a lay-off. At no time will the transfer affect any other member with more overall Union seniority. In the event of layoff or elimination of any Union job, **inclusive and covered by this agreement**, the person so affected may exercise seniority in the following manner, they may exercise their overall Union seniority in any classification after applicable training period or 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

(i) Any Employee who has left the bargaining unit for a Non-Union position and subsequently returns to a bargaining unit position will do so subject to Section 9.3.

(ii) In the event an Employee accepting a permanent job posting in a different classification, their seniority shall start at the bottom of the

seniority list in the new classification for work selection. An Employee accepting a permanent job posting in a different classification shall have their seniority in the previous classification frozen up to the date of the transfer (not withstanding any other clauses in this agreement) and shall not accumulate any further seniority in that classification. If such Employee later returns to the previous classification, they will again return with the previous frozen seniority and once again continue to accumulate seniority from the date they resume the position in that classification.

(iii) Seniority is under the jurisdiction of ATU Local 616.

8.2 Employees who have reclassified (re: Section 8.1) due to a layoff from any classification or transferred from such classification due to lack of work will be recalled to that department when the Employer again adds to the number of Employees therein; reclassified Employees so restored are not to be considered as probationary. Those reclassified in such case “will be restored” to the classification according to their overall Union seniority. No Employee shall be hired in any classification by the Employer (*with the exception of those listed below) until each laid-off or reclassified Employee entitled to recall, has been recalled.

*1) Licensed Motor Mechanic

*2) Licensed Body Technician

*3) Machinist

*4) Accounting Clerk

*5) Planning Analyst

8.3 Recall rights, pertaining to Employees laid-off and not actively at work for the Employer, shall be lost if:

(i) An Employee is discharged and such discharge is sustained;

(ii) An Employee quits their 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 their

recall right when the lay-off exceeds their 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 their last address provided by the Union or does not report their intention to return to work within fifteen (15) calendar days after notification.

SECTION 9 JOB POSTINGS AND TRANSFERS

9.1 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 shall fill the vacancy as follows, from the following groups, who applied in order of the most senior Employee from the following:

- 1. Group A** - the most senior full-time Employee from the department where the opening exists.
- 2. Group B** – the most senior full-time Employee from the overall main bargaining unit.
- 3. Group C** – part-time Customer Service Clerk Employees, provided they have completed their probationary period.
- 4. Group D – Part-time Customer Service Clerks, who have not completed their probationary period, or temporary Employees (seniority in Group D will be determined by the earliest hire date). Should the part-time Customer Service Clerk not have completed their probationary period, their probationary period shall recommence upon the placement into the new position.**

Skilled trades Employees will also be allowed the opportunity to apply for any openings/vacancies in their classification for the purpose of changing shifts (eg: afternoons to days, days to afternoons). 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.

As it pertains to maintenance department, the following vacancies will be posted and filled –

Midnight Janitorial – if the Employer is aware that the vacancy will be less than five (5) calendar days, the Employer agrees to canvass any Employees in facilities maintenance classification, in order of seniority, who may be interested in moving to that shift for the short term vacancy. If no one agrees to fill the short term vacancy, it will be completed with existing resources on the day shift. If the vacancy exists with or without prior notice, and is vacant for five (5) calendar days or more, it will be posted as per the collective agreement. Any scheduled vacancies will be posted and filled as per the collective agreement.

Service Line – will be filled as per *Section 15.4*.

Tireman – if the Employer is aware that the vacancy will exceed **fourteen (14)** calendar days, it will be posted on the **seventh (7th)** calendar day and filled on the **fifteenth (15th)** calendar day. If the vacancy exists for **fourteen (14)** calendar days, without prior notice the seven (7) day posting requirement may be waived by the Union President or their designate and it will be filled immediately.

Facilities Maintenance Mechanics – if two or more positions are vacant at the same time, one will be posted and filled. If one position is vacant and the Employer is aware the vacancy will exceed **fourteen (14)** calendar days, it will be posted on the **seventh (7th)** calendar day and filled on the **fifteenth (15th)** calendar day. If the vacancy exists for **fourteen (14)** calendar days, without prior notice, the **seven (7)** day posting requirement may be waived by the Union President or their designate and it will be filled immediately. These positions will be filled as janitorial work.

Stock Room – at all times there will be two (2) Stock Room Employees on the day shift. When one is absent, the Maintenance/Store Clerk will fill. If two (2) positions are vacant, the practice of offering the vacancy to the Senior Mechanic will continue so that the shift is filled.

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 shall be subject to a thirty (30) day trial period, which may be extended by mutual agreement.

9.2 - PERMANENT EMPLOYEES – RECLASSIFICATION

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

In the event that a permanent Employee is successful in a job posting and is reclassified to a new permanent position, they will receive pay as follows:

Wages:

If an Employee changes classifications, they shall be paid the higher rate of either classification. The applicable rate will apply after four (4) months if the Employee remains in that classification.

Working Conditions:

Re-classified Employees may return to their former position at any time between three (3) and four (4) months. After the four (4) months, the Employee may not return to their former position unless a vacancy exists and the Employee 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 or temporary vacancy. No Union Employee will at any time, be asked to fill temporarily a Management position, unless it is part of their job description (Accounting Clerk, Planning Analyst, Leader Position), or the result of a job posting.

9.2.1 - TEMPORARY TRANSFER TO DIFFERENT UNION CLASSIFICATION- 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 fifteenth (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 they remain Tireman for that day.

Temporary vacancies on the Service Line 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.

All temporary vacancies on the Service Line should be filled according to Section 15.4 until the vacancy is filled.

Should any Employee assigned to the position, apply for, but not be successful for the position, they shall revert to their former position.

Wages:

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

If an Employee changes classifications in a temporary posting, they shall be paid the rate **for that** classification.

Working Conditions:

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

No Union Employee will at any time, be asked to fill temporarily a Management position, unless it is part of their job description, (Accounting Clerk, Planning Analyst, Leader position), or the result of a job posting.

9.2.2 - PERMANENT EMPLOYEE TO A TEMPORARY RECLASSIFICATION

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

In the event that an Employee is successful in a temporary job posting and is reclassified to a temporary position, they will receive pay as follows:

Wages:

If an Employee changes classifications in a temporary posting, they shall be paid the rate **for that** classification.

Working Conditions:

Re-classified Employees may return to their former position at any time between three (3) and four (4) months. After the four (4) months, the Employee may not return to their former position unless a vacancy exists and they are successful through the job posting application procedure. This Section does not prohibit a permanent Employee in a temporary position from applying for any permanent or temporary vacancy. No Union Employee will at any time, be asked to fill temporarily a Management position, unless it is part of their job description, (Accounting Clerk, Planning Analyst, Leader position), or the result of a job posting.

9.3 - REVERSION RIGHTS – NON-UNION TO UNION POSITION

If an Employee who is covered by the terms of this Collective Agreement on or after the effective date of this agreement, accepts a position within Transit Windsor but outside the Bargaining Unit, on a permanent or temporary basis, the Employee shall retain their seniority in their former job classification for the first one hundred and twenty (120) days worked, provided the Employee pays dues, fines and assessments to the Union during this one hundred and twenty (120) day period. Anyone wishing to return to the Union after the one hundred and twenty (120) day period shall be placed at the bottom of the seniority list, provided there is a vacancy and they do not violate any member's seniority in the Bargaining Unit. If the Employee requests to return to their former classification before they have completed one hundred and twenty (120) days in their new job, the Employee shall be credited with their seniority accrued prior to their transfer from ATU Local 616, provided

the Employee paid their dues, fines and assessments to the Union. This opportunity shall not be given more than once to any Employee. Anyone wishing to return to the Bargaining Unit, after one hundred and twenty (120) days from a Non-Union position, will retain their Company service for vacations, floaters and pension purposes.

Vacation and floaters shall be time allotted and will be signed in their new Union seniority slot.

9.4 - REVERSION RIGHTS – UNION TO UNION DEPARTMENT

All Union Employees being successful in applying for a reclassification shall retain their overall Union seniority for vacation, floater and pension purposes. They will be allowed to book vacation and floaters in their overall Union seniority at the sign-up. At any time other than the sign-up floaters will be booked out on a first come, first served basis.

SECTION 10 JOB SECURITY

10.1 - 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.

10.2 - 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).

The Employer and the Union shall meet to negotiate the status of the new Union position. If no agreement is reached regarding wage rates, progression rates and applicable conditions, the dispute shall be subject to the grievance and arbitration process.

10.3 - 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. If no agreement is reached between wage rates, progression rates and applicable conditions, the dispute shall be subject to the grievance and arbitration process.

10.4 - The Employer agrees that there **shall** be no contracting out **except for the rebuild of engines and transmissions.**

10.5 - The Employer **shall** not contract out any work that is performed by Employees in the bargaining unit **with the exception of the rebuild of engines and transmissions.**

10.6 - All Employees covered by this agreement as of **September 30, 2007** shall continue to be employed by Transit Windsor and will not be subject to layoff during the life of this agreement.

10.7 - 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.

10.8 - 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, seniority and status quo of ATU Local 616 shall be maintained. In case of merger or amalgamation or the combining of any of its 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 eighty (180) days prior to any intent by the Employer to implement the above.

10.9 – 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 their work, undertaking or business, or a change in their 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 their 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

11.1 - 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 (5) hours and thirty (30) minutes without a lunch relief. However, in no case shall the Employer pay less than twenty (20) minutes of a guaranteed minimum thirty (30) minute lunch relief.

The improvement in the lunch relief listed above will be done in conjunction with a new run cutting session listed in Section 11.2.

Lunch relief will take place where a washroom is available and there is a suitable and clean place to eat, not a vehicle. The Employer agrees that all Operators are entitled to their full scheduled lunch in the event they are late or may take pay at the applicable rate.

11.2 - HOURS OVERTIME FOR OPERATORS AND MISCELLANEOUS

RE: DAY'S WORK FOR OPERATORS

A day's work for bus Operators on regular runs shall not be more than eight and one-half (8½) hours as outlined in the *Letter of Intent*. Regardless of the number of hours in a run which has been signed for, no guarantee shall exceed eight (8) hours pay. The Company agrees to conduct a run cut with the complete participation of the Union, exploring all options to create runs that would work eight (8) hours per day with the shortest possible spread time, subject to cost. It is understood that the work day will not exceed eight and one-half (8½) and twelve (12) hours per day. 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 they have performed eight (8) hours work in one (1) day.

PROVIDED, HOWEVER: any Operator operating an extra, a charter, a regular run, or any unassigned run, over and above their regular daily work assignment, shall be guaranteed a minimum of two (2) hours at the applicable rate from the end of their shift, unless the Operator requests relief before the minimum is met. 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 their run, will be required to do extra work.

PROVIDED, FURTHERMORE, and notwithstanding anything contained in this Agreement, for the purpose of subsection 11.2, 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. Should any Operator work on their designated off day or days, they shall receive pay of time and one-half at their basic rate for all time worked on their day or days off.

SECTION 12 SIGN-UP ABSENTEE

12.1 – 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.

12.2 - 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 they 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.

12.3 – REFUSALS

Any Operator refusing to sign-up will revert to a position on the Spare Board to which their seniority entitles him according to Section 23.1;

provided, however, that such reversion to the Spare Board shall not be allowed unless there are sufficient regular Operators 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 Section 23.1 and then will assign regular runs.

SECTION 13

MISSES

13.1 - 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;

(i) An Operator who misses and can take over their crew shall be allowed to do so after reporting.

(ii) In any absence, the Employee's wages will be reduced by the amount of work missed and spread and overtime allowances adjusted accordingly.

(iii) 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 their eight (8) hour consecutive shift.

(iv) 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 they pertain to the number and frequency of misses. Both the Employer and the Union will ensure confidentiality of Employee records.

13.2 - Any Employee missing for any reason will not be marked off the following day providing they report 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.

13.3 - 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 they do report for work.

13.4 -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 their record, the Employee may be warned that if their practices continue, they 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.

13.5 -Operators shall be entitled (upon request) to ten (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 they should miss. Sleep time is not applicable in cases of voluntary overtime unless mutually agreed.

Any Operator invoking this clause will be allowed to exercise their right to:

(i) take over their scheduled crew upon reporting and finish that days work at the scheduled time;

-OR-

(ii) if so desired they may revert to OSO at the scheduled finishing time in order to accumulate eight (8) hours pay.

SECTION 14
HOURS OF WORK
CLERICAL POSITIONS

14.1 - The Employees covered under Section 14 will include the Administration Clerk, Marketing Clerk, Customer Service Clerk, Transportation Clerk, Cash Office Clerk, Accounting Clerk and Planning Analyst except where otherwise stated. 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. Hours of work for full-time Employees may be flexed based on the Customer Service needs. Effective October 1, 2009, all shifts will not be more than 8 hours (inclusive of a paid lunch of one-half (½) hour in duration). The normal shifts and days of work will be set as per the requirements of the customers. The Employer agrees that no less than three (3) full-time positions will have Saturday and Sunday as their days off. The lunch period shall be taken no later than five (5) hours after the start of the shift.

14.2 - HOURS OVERTIME – CLERICAL

(i) The Employer shall determine hours of work and work locations. The new work locations will be offered to those Employees in the classification that is being moved to the new work location by order of seniority. For this purpose the classifications of Clerks are as follows:

- Customer Service Clerk
- Transportation Clerk
- Marketing Clerk
- Cash Office Clerk

(ii) The Employer will pay two (2) dollars per hour extra to each Employee temporarily filling a non-Union position. Such positions will be offered to those Employees who have the skills and qualifications to fill the positions as determined by the Employer. Such positions will not exceed one hundred and twenty (120) days.

(iii) The Employer will pay one (1) dollar per hour when Administration and Customer Service Clerks are training other Employees to do their job.

(iv) Overtime work shall be allotted by seniority. In the event of short notice, work which involves two (2) hours or less shall be allotted, at the

discretion of the Employer, to any Employee within each department. Overtime will be paid at time and one-half (1½) the basic rate of pay for the position. Overtime work is defined as an extension of the workday due to deadline commitments or workloads of the individual Employees. The manager must approve overtime prior to it being incurred. Sales of passes for large sale volume periods and special event sales will be offered first to part-time Employees and then to full-time Employees by seniority.

(v) Work on a day off shall be compensated at time and one-half (1½) the basic rate for all time worked.

(vi) The Employer will offer Customer Service Clerks an opportunity once every three (3) months to sign for a different shift. Such shifts will be chosen strictly by seniority. The Transportation Clerk, Marketing Clerk, Cash Office Clerk, Accounting Clerk and Planning Analyst will not be considered in this type of sign-up.

(vii) Shift premium see Appendix B.

(viii) Employees shall be granted a fifteen (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. These rest periods cannot be broken up and must be taken as fifteen (15) minutes in total. Failure to take a rest period does not constitute overtime worked.

(ix) The Administrative staff identified in (i) above 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 (1½) hours. If lieu time cannot be granted, they will be paid out at a rate of time and one-half (1½) hours based on the actual hours worked.

(x) Temporary vacancies and vacation postings will be filled on the basis of part-time Employees, prior to transferring full-time staff. If the vacancy is in the Customer Service classification, the vacancy will be offered to full-time Employees in that classification (Customer Service Clerks) before being offered to part-time. It is understood and agreed that vacations and temporary vacancies in the Transportation Clerk position and the Cash Office will be posted and filled. Definition of a temporary vacancy is an absence that exceeds three (3) days.

14.3 - PART-TIME EMPLOYEES – CLERICAL

At least ten (10) days prior to entering into each **five to six** 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 **five to six** week period, and each Clerk shall thereupon be entitled to indicate on a selection sheet to be provided by the Employer their 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.

SECTION 15 - WORK WEEK FOR ALL HOURLY RATED SHOP EMPLOYEES

15.1 - (i) 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.

(ii) Employees with a skilled licence, Maintenance/Store Clerk, and Stock Room Employees whom currently work **all** day shifts (Monday to Friday), shall continue to keep these hours and days off.

(iii) In the event that a position, presently available on the day shift, becomes a permanent vacancy or there is an increase in the complement of **Employees**, the Employer **shall** have the right, to fill that position on the afternoon shift (1500 hrs – 2300hrs), **or the midnight shift (2300 hrs – 0700 hrs)**. The Employer agrees that the afternoon **shift or midnight shift** positions created **shall** not outnumber the amount of positions on the day shift in **all** of the above classifications.

(iv) The filling of vacancies on all shifts shall be as follows –

- 1. The vacancy shall be filled internally by the most qualified senior applicant.**
- 2. The vacancy created by filling that shift shall then be filled internally by the most senior qualified applicant.**

This procedure shall be repeated until there is no qualified internal applicant(s) to fill the vacancy. The Employer then can fill the vacancy externally.

(v) If an Employee wants to trade their shift they shall have a right to do so.

(vi) The hours for the Maintenance/Store Clerk shall be 0500 hrs to 1300 hrs (Monday to Friday).

If and when the Employer offers other shifts or days off to any in the above group, then the conditions of Section 15.8 (Shop sign-up) shall apply.

15.2 - In all cases of overtime in Maintenance, no Employee shall be required and/or forced to work if they are on their designated day off.

15.3 - 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 (1½) of the basic rate of pay.

(ii) 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 their designated day and/or days off shall be paid the premium rate of time and one-half (1½) of their basic rate of pay.

(iii) For purposes of this Section, half vacation days or float days used on the day of the overtime will be deemed work performed.

15.4 - 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

Statutory Holiday Work

(i) The Employer shall post a notice fourteen (14) days prior to the Statutory Holiday requiring Employees 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) Holiday work will be offered to those on their regular day to work first then day off by seniority, within their classification.

(iii) On all statutory holidays, one (1) Mechanic will work 7:00 a.m. to 3:00 p.m., and one (1) Service Line Employee will work on the 5:00 a.m. to 1:00 p.m. shift.

(iv) One Service Line person will work on the 12:00 p.m. to 8:00 p.m. shift.

(v) One Service Line person will work on the 7:00 p.m. to 3:00 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 as per (ii) above. 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. At no time will any Employee on their regularly scheduled day off be forced into work.

(vii) The hours of work listed in iii), iv), and v) (excluding Mechanic) are subject to change following a review of Service Line requirements, after mutual agreement between the Company and the Union.

POSTED OVERTIME WORK

If and when the Employer posts a notice, requiring Employees to work overtime in any of the classifications in the garage, the work shall be assigned first to Employees on their regular day off by seniority and then offered to Employees on their regular day to work 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 Employees.

UNSCHEDULED OVERTIME WORK – SERVICE LINE ONLY

For the purposes of this agreement, unscheduled overtime shall mean any job on the Service Line that becomes open due to any absence. It is the intent of both parties to attempt to fill all jobs in the interest of bus cleanliness and workloads. Any additional overtime can be deemed by

the Employer.

The Employer will fill all unscheduled overtime work in the following manner: All options are in order of seniority and must not conflict with Work Rest Rules –

- 1. If the absence results in a vacancy in servicing buses, the Employer shall have the right to move the Employee fulfilling interior wash duties, on the same shift, to the vacancy servicing buses caused by the absence and the Employer shall not be required to fill the interior wash duties vacancy.**
- 2. Offer job to Employees on their day off by seniority.**
- 3. Offer job to Employees on their regular day to work, without conflicting with their regular shift.**
- 4. Split the eight (8) hour shift between two (2) Employees that are able to work it, first a six (6) hour and two (2) hour split, if that is not possible a four (4) hour and four (4) hour split.**
- 5. Offer job to Employees outside the classification, who have the experience and training to do the job.**

UNSCHEDULED OVERTIME WORK –

Call-ins

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

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

If and when the Employer requires any Maintenance 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, work will be offered first to the Employee on their regularly scheduled day off by seniority, and then to the Employee on their regular day to work in order of seniority. Any time the emergency clause listed in Section 15.4 is utilized, the Union will receive a report detailing the following:

- Date of occurrence
- Employee(s) utilized
- Starting and finishing time

- Emergency situation causing the service call
- 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:

- On paid/unpaid leave
- On S&A/ W.S.I.B.
- Cannot be reached via telephone

(iii) In fulfillment of Section 15.4, the Employer and/or on-duty Operations Supervisor shall make the service call and furnish said Maintenance Employee with sufficient money to cover their road out of pocket expenses, namely a ten dollar (\$10) 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 a ten dollar (\$10) and furthermore, sufficient monies shall be supplied to cover fuel, toll charges, etc. for Company vehicles being used on the aforesaid service call.

15.5 Whenever a Maintenance Employee is called in to work, they shall be paid a minimum of three (3) hours at the applicable rate of pay for that day.

15.6 If a member in the maintenance department 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.

15.7 - MAINTENANCE 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 meaningful discussion with the Union. The following are to be the lunch and break periods with regard to Maintenance Employees:

DAY SHIFT – 0700 to 1500 - (Other than the Service Line or Facilities Maintenance.)

0900 to 0910 (break)

1110 to 1130 (lunch)

1320 to 1330 (break)

1445 to 1500

(10 minutes to clean area and 5 minutes for wash up)

This pattern will apply to any Mechanic or body shop personnel shift.

If a shift from 0500 hours to 1300 hours is offered, the Employer **will determine the number of Mechanics required** (up to five (5) Mechanics) **to work** this shift, on a voluntary basis, by seniority or sign-up.

FACILITIES MAINTENANCE – 0500 TO 1300 (any changes to these hours must be mutually agreed between the parties)

AFTERNOON SHIFT – 1500 TO 2300 – (Other than the Service Line)

HOURS OF WORK

All shifts other than the 0700 to 1500 will follow a similar pattern for breaks and lunches including Service Line.

If and when the Employer offers other shifts or days off to any of the above group, then the conditions of Section 15.8 (Shop sign-up) shall apply.

SERVICE LINE HOURS

JOB#01 – 0700 to 1500 – Sunday/Saturday off

JOB#02 – 0900 to 1700 – Sunday/Saturday off

JOB#03 – 2300 to 0700 – Sunday/Saturday off

JOB#04 – 1800 to 0200 – Sunday/Saturday off

JOB#05 – 1800 to 0200 – Sunday/Saturday off

JOB#06 – 1700 to 0100 – Sunday/Saturday off

JOB#07 – 1700 to 0100 – Sunday/Saturday off

JOB#08 – 2300 to 0700 – Thursday/Friday off

JOB#09 – 0900 to 1700 – Thursday/Friday off

JOB#10 – 1500 to 2300 – Monday/Tuesday off

Any changes to the above hours shall be mutually agreed to between the parties.

For skilled trade Mechanics Holiday work will be offered to those on their regular day to work first then day off by seniority. (shift seniority for Holiday work).

On all statutory holidays, one (1) Mechanic will work 7:00 a.m. to 3:00 p.m. shift.

One (1) Mechanic will work on the 3:00 p.m. to 11:00 p.m. shift.

One (1) Mechanic will work on the 11:00 p.m. to 7:00 a.m. shift.

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 break, other than for authorized work purposes, must punch their time card accordingly and will not be paid for the duration of time.

15.8 - MAINTENANCE SIGN-UP

A maintenance 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. Employees 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 any Employee is off duty during a sign-up and cannot be present, the Employer and the Union shall make a choice for the Employee and the Employee 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, the Employee will revert to the shift the Employee's seniority entitles the Employee 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 an Employee to work

two consecutive shifts, unless agreed to by the Employee. Employees 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.

SECTION 16 WAGES

16.1 - 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.

16.2 - WAGES FOR MAINTENANCE AND OTHERS

See Appendix A and Appendix B.

(i) The Employer shall pay one dollar and fifty cents (\$1.50) per hour, for all paid hours, extra to the Maintenance Employee designated as Leader.

Leaders shall be chosen based on seniority.

(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.

(iii) PREMIUM FOR LICENSED FACILITIES MAINTENANCE MECHANIC

Effective October 1, 2009 increase of fifty (50) cents per hour.

16.3 - WAGES FOR MAINTENANCE AND STORE CLERKS

See Appendix A and Appendix B.

16.4 - NIGHT DIFFERENTIAL –

MAINTENANCE, ADMINISTRATION AND TRANSPORTATION CLERKS

All Employees of the Maintenance, Administrative and Transportation Clerks departments, who work regularly on their assigned shift shall be paid the following:

- Effective October 1, 2009 Maintenance Employees shall receive one dollar and twenty-five cents (\$1.25) per hour over and above their regular hourly rate for all hours worked after 3:00 p.m.
- Effective October 1, 2009, Administration and Transportation Clerks whose shift starts after 12:00 p.m. shall be paid one dollar and twenty-five cents (\$1.25) per hour over and above their regular hourly rate for all hours worked after 3:00 p.m.
- Effective October 1, 2009 Maintenance Employees shall receive one dollar and fifty cents (\$1.50) per hour over and above their regular hourly rate for all hours worked after 11:00 p.m.

16.5 - PAY ERRORS

The Company agrees to adjust all pay errors, in excess of two (2) hours pay at applicable rate within a forty-eight (48) hour period of being advised and confirming same, excluding Saturday, Sunday and Statutory or Designated Holidays.

SECTION 17 OPERATOR WORK

17.1 - 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 23.14* Filling Temporary Vacancy until the beginning of the next two-week sign-up.

17.2 - 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 their seniority slot, and any unsigned run on that line shall be posted for signing within the time hereinbefore limited. Operators affected by the 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.

17.3 - (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.

17.4 - (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.

17.5 - DEFINITION - 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 seven and one-half (7 ½) hours of work and consisting of not more than two pieces of work.

DEFINITION OF A SPLIT RUN

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

17.6 - (i) All runs posted shall pay not less than eight (8) hours' time; per the guarantee hours under Section 23.13.

(ii) The Employer remains committed to creating as many regular runs as possible.

(iii) The Employer agrees to conduct two (2) experimental run cuts during the life of this agreement.

SECTION 18

REPORT AND PULL-IN ALLOWANCE

18.1 - 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 (i), (ii) and (iii), 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.

(i) For the first report and pull-out from the Garage – 10 minutes.

(ii) For the second report and pull-out from the Garage – 5 minutes.

(iii) For each relief at a designated Transit Terminal – 5 minutes.

(iv) 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.

19.1 - 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.

19.2 - 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.

19.3 - Where 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 their 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.

19.4 - The Employer shall post the Daily “Holiday” Work Sheet five (5) days prior to the holiday.

19.5 - Any Operator who has been assigned work on a statutory holiday, will have the privilege of booking off the assignment and will be allowed off providing:

(i) A volunteer Operator is available to fill the vacancy;

- (ii) They are entitled to be off according to their seniority;
- (iii) They advise the Operations Supervisor, Department Head or Assistant Department Head prior to the commencement of the holiday.
- (iv) Any Operator who would like to book off New Year's Eve **or Easter Monday** will have the opportunity to do so at the appropriate sign-up. The Employer will make a list at the sign-up and floaters will be awarded as per the collective agreement. Anyone over the allotment will stay on the list and be allowed off as volunteers are found. The Employer agrees to pay overtime to volunteers if necessary to cover anyone wanting off New Year's Eve **or Easter Monday**. Anyone deciding to book off New Year's Eve **or Easter Monday** after the sign-up will be placed on the list at a first come basis. Employees booking off New Year's Eve **or Easter Monday** with no floaters available will have their pay deducted by the appropriate hours booked off. If Employees have available floaters they may use them to offset their pay loss after filling out the appropriate buy back form.

Any Operator using the provisions of this subsection 19.5 (i), (ii) or (iii) may do so without any penalty in any manner whatsoever within the complete scope of this Section

19.6 - The procedure to apply to assigning work on Sundays and Statutory Holidays is as per daily assignment in Sections 23.4 through 23.12.

19.7 - On U.S. holidays only, regular Tunnel Bus schedule will be maintained (effective July 01, 2010).

SECTION 20 - BOOKING OFF OPERATORS BY EMPLOYER

20.1 - No Regular Operator shall be booked off their signed run and no Spare Board Operator shall be booked off their 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.

20.2 - 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 hours of work, unless agreed upon by the Employer and Employee, after consultation with the Union. This shall be considered as time worked and shall be paid at the applicable rates of pay for each classification.

The Company will provide training to Maintenance Employees for new equipment, vehicles, and tools in order to meet the operational needs of the department. Prior to any new equipment being introduced or changes being made to refresher training, the Company will meet with the Union to discuss appropriate training.

In the event of an off property training session, the participants will be obligated to hold on property training sessions when they return, to inform all other Employees in that classification of any new information. They will be allowed the required time to train the remaining Employees in that classification. When practical, all members of the classification will be allowed to attend off property training. The selection process will allow different Employees in their classification to be chosen for each off property training session.

20.3 - At no time will anyone who is not a member of ATU Local 616, perform Bargaining Unit work. The exception to this is the Driver Trainers, for training purposes only. Prior to commencing training, the Employer will notify the President of ATU Local 616 or their designate.

SECTION 21 SHOW-UP

21.1 - 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. At all times show-up will be assigned in conjunction with runs in that category with the earliest finishing time to the senior Operator. Show-up shall be considered an eight (8) hour continuous piece of work.

21.2 - "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.

SECTION 22 EXTRAS

22.1 - Any Operator operating an extra, a charter, a regular run, or any unassigned run, over and above their regular daily work assignment shall be guaranteed a minimum of two (2) hours at the applicable rate from the end of their shift, unless the Operator requests relief before the minimum is met.

INTERVENING TIME

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 two (2) hours at the overtime rate.

SECTION 23 SPARE BOARD

23.1 - This Section 23 shall apply only to Spare Board Operators and the parties recognize two classifications thereof:

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

Unsigned Spare Board Operators

Spare Board Operators who are assigned work on a daily basis as referred to in clause 23.3.

All Signed and Unsigned Spare Board Operators may be required to work a maximum of eight and one-half (8½) hours per day and said work shall

be completed within a maximum of twelve (12) consecutive hours. Any work offered and performed beyond the restrictions noted, shall be on a voluntary basis.

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.

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

23.2 - (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 their 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 they have indicated as their choice or their failure to make a choice on the selection sheet, they 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 23.2 (i) and 23.2 (ii) the Employer shall assign Operators in inverse order of seniority.

(iv) All work scheduled pursuant to this Section 23.2 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 their 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

23.3 - 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 six (6) hours (regular runs, signed extras, unsigned extras) will be assigned in their category as defined in Sections 23.4 to 23.8 inclusive.

23.4 - EARLY DAY RUNS AND EARLY DAY SHOW-UP (see 23.5)

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.

23.5 - SHOW-UP

At all times, show-up, when utilized, will be filled in conjunction with runs in that category, with the earliest finishing time to the most senior Operator and subsequent runs will be assigned to Operators in order of seniority, the most senior Operator to get the earliest finishing time. It is the Employer's intent to have an early a.m. show-up from Monday to Saturday to cover work. However, there may be special circumstances that the Employer may not be able to provide an Early a.m. show-up. Early a.m. show-ups shall not be created after the Daily Worksheet has been posted. When there are two or more Show-up Operators available for work, the senior show-up Operator has the option to accept or decline

available work until all other show-up Operators 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.

23.6 - LATE DAY RUNS; LATE DAY SHOW-UP (Re: 21.1) SIGNED SPLIT RUNS

Late day runs, late day show-up, signed split runs, signed and unsigned extras that exceed six (6) hours will be booked out in conjunction with each other such that the senior Operator has the earliest finishing time. Show-up will be deemed eight (8) hours in duration for book-out purposes only and booked out in conjunction with the senior Operator getting the earliest finishing time. In the event that two (2) pieces of work have the same finishing time, the senior Operator will be assigned the piece with the least amount of work.

23.7 - TWILIGHTS, NIGHT RUNS, TWILIGHT AND NIGHT SHOW-UP (21.1)

At all times, Twilights and Night runs (runs that start at 11:01 a.m. or later) will be booked out in conjunction so that the most senior Spare Board Operator (to whom work has not been assigned under Clauses 23.4 to 23.6 inclusively) is assigned the earliest finishing time, and subsequent runs will be assigned to Operators (to whom work has not been assigned under Clauses 23.4 to 23.6 inclusively) in the order of their seniority, the most senior Operator to get the earliest finishing time.

23.8 - SIGNED AND UNSIGNED EXTRAS

At all times, Signed and Unsigned Extras will be booked out in their categories and allotted so that the most senior Spare Board Operator (to whom work has not been assigned under Clauses 23.4 to 23.8 inclusively) is assigned work to receive the earliest finishing time.

Operators may be required to work special events after going on O.S.O. (Operations Supervisors' Orders) up to a maximum of eight and one half (8½) hours within a maximum of twelve (12) consecutive hours in accordance with seniority.

23.9 - SURPLUS (UNFILLED) WORK

Unfilled work will be assigned to Operators on their day off in accordance with their seniority (work to be assigned in the order of Clauses 23.4

to 23.8 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 23.4 to 23.8 inclusively).

23.10 - All Operators shall perform the work signed by them on five (5) days in a seven (7) day week and shall take off such two (2) days contained in their seven (7) day week as per the following:

(i) Work which includes Sunday as one day off will be accompanied by any other day off.

(ii) Work that does not include Sunday as a day off shall be two (2) consecutive days off.

23.11 - OVERTIME AND GENERAL

Should an Operator work a regular run on their designated day off, they shall receive pay at the rate of time and one half (1½) of their basic rate for the total posted time of the run (minimum eight (8) hours). All other work will be paid at the applicable rate for all hours worked.

23.12 - SAVINGS CLAUSE

Notwithstanding anything herein contained in this Section 23 to the contrary, a piece of work which involves three (3) hours or less shall be assigned to the most senior Operator available at all times. In the event of a short notice situation and the above procedure cannot be followed, the Employer will have the right to detail the work to any Operator at their discretion.

Provided furthermore, that at no time may any work as presently posted be split into A.M. and P.M. work.

Only when overtime is involved and all manpower available for work has been properly assigned, the Employer then has the option to split the work if needed.

Any work exceeding three (3) hours will be booked out in its category as described in Clauses 23.4 to 23.10 inclusive.

Signed and unsigned extras working less than six (6) 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.

23.13 - GUARANTEE

Spare Board Operators will be guaranteed a minimum of forty (40) hours pay in any five (5) days per week at their basic rate, all Operators will be paid a minimum of eight (8) hours a day, unless absent, at which point the Operator will be deducted only the time they were absent on that day. All other pay clauses will pertain to Spare Board Operators the same as any other Employee as per the relevant Sections of this agreement.

23.14 - 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 on the third (3rd) day of the vacancy, and the vacancy filled on the fourth (4th) day. The Operator accepting the vacancy shall be entitled to hold the run for the remainder of that week. If the vacancy is active for a second week, before the two week sheet is posted, it will be offered to the most senior spare board Operator on that week, provided said Operator is Unsigned Spare for the week, unless the absentee Operator returns to work. If no one accepts, the least senior Unsigned Spare Board Operator shall 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. The vacancy shall be filled until the Employee returns to work.

SECTION 24 REGULAR OPERATORS

24.1 - 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.

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:

25.1 - All Charter work will be paid forty (40) cents more per hour than the Operators' rate for regular work.

25.2 - Charters greater than three (3) hours duration will be booked out as per daily book-out.

25.3 - 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.

25.4 - REQUESTED OPERATORS ON CHARTER AND/OR BAGGAGE ASSIGNMENT

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 their 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;

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.

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.

25.5 - QUALIFIED CHARTER AND/OR BAGGAGE - ASSIGNMENT OPERATORS

No Operator shall be allowed an over-the-road charter and/or baggage assignment until they have completed a minimum of six (6) months of their probationary period.

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 16.1 shall not be deducted from any amount payable by the Company to such Operator in fulfilling the guarantee by the Employer.

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

25.7 - All deadheading shall be paid at the charter hourly rate.

25.8 - MEAL ALLOWANCE

One meal allowance for a charter of eight (8) hours duration.

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.

An Operator on a charter operation beyond a sixty (60) mile radius of Windsor which does not permit the Operator to carry on their normal work on the following day and any subsequent days will be granted meal and lodging allowance as follows:

(i) Motel accommodation at the prevailing commercial rate at an establishment where the charter is booked:

(ii) Meal allowance – ten dollars (\$10.00);

(iii) 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.

25.9 - 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

The parties agree in the general principal that all pieces of work are to start and finish at the same location and will attempt to achieve this through the run cutting sessions with equal input from both parties.

If this is not achievable, then, late day, splits and twilights shall start and finish at the same location.

In the event of a new run cut because of a master plan, the parties agree to a joint run cutting session to achieve the goals and objectives set out above, if this is not achievable due to a new run cut, the Employer agrees to have a work bus for all Employees who do not start and finish at the same locations immediately before or after their scheduled shift. The joint committee shall determine if the work bus is before or after the Employee's shift.

If there are changes in the schedule that require another run cut, both parties will meet to ensure the above objectives are maintained.

The joint committee between the Union Executive and Transit Windsor Management shall meet to implement a work bus schedule and service plan for Operators who do not start and finish at the same location working Saturday. It is already agreed that all Sunday and Holiday work will continue to start and finish at the same location.

SECTION 27 BENEFITS

27.1 - 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 their 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”.

If an Employee on L.T.D. is deemed unable to work with this Employer and secures other employment, the Employee will be subject to the provisions of Section 27.3 of the Collective Agreement. Section 27.3 does not apply to an Employee on W.S.I.B.

27.2 - 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 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 when requested by the Union.

It is understood and agreed that the Union will have the right to meet with the carrier/broker in order to be involved in general discussions with respect to the benefit administration for the Employees covered by this agreement. It is agreed that there will be no changes or deletions to the contents of the Master Policy for the life of this agreement as it relates to the Employees covered by this agreement. The Union will notify the plan administrator in writing requesting to meet with the carrier/broker and such will be forwarded to the carrier/broker who will ensure such request is honoured. If the Employer should change carriers for benefits during the term of this agreement, coverage shall be equivalent to the previous carrier's coverage. It is understood and agreed that when the current benefit contract expires and negotiations take place with any carrier, the Union President or their designate(s) will be included in those negotiations to provide input.

BENEFITS

Group Life

(i) Active Employees: \$40,000 basic insurance; \$40,000 A.D.&D.

(ii) All retired Employees effective January 1, 2006, \$10,000.

(iii) 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).

Group Health Care Benefits

(i) 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 \$800 per week with primary offsets.

Sick & Accident benefits at 75% of earnings to a ceiling of \$825 in 2015, 75% of earnings to a ceiling of \$850 in 2016, 75% of earnings to a ceiling of \$875 in 2017, 75% of earnings to a ceiling of \$900 in 2018.

(ii) Long Term Disability: Waiting period – 36 weeks (252 days). Benefit amount will be \$2,000 per month with primary offsets. Benefit period to the first month following a member's sixty-fifth (65th) birthday. Effective October 1, 2010 benefit amount will be \$2,500 per month with primary offsets. Effective October 1, 2011 benefit amount will be \$3,000 per month with primary offsets.

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 27.2) of active or retired Employees.

Drug Plan:

As per the provincial formulary. **Active** Employees and dependents to pay **\$2.00** 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 27.2) 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. Changes to the formulary will include blended pills and blended creams prescriptions, male E.D. prescriptions, and smoking cessation prescriptions, insulin and insulin pumps.

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 27.2) 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.

Effective January 1, 2006 out of country coverage is for active Employees and for those Employees under 65 years of age who have retired after October 1, 2005.

Hearing aid coverage \$700.00 per year.

Chiropractor care to be increased from \$250 per year to \$500 per year.

Speech pathologist – maximum \$3,000 per calendar year.

Blood pressure monitor – 50% coverage, one per term of the collective agreement, to a maximum of \$100.00.

Orthotics – one (1) pair per calendar year up to a maximum of \$400 per pair.

Vision:

All active Employees are entitled to \$300.00 per family member every two years plus the eye exam cost. Employees retired after January 1, 1996 will be entitled to \$300.00 every two years plus the eye exam cost.

Vision coverage effective upon ratification shall be \$350 every twenty-four (24) months, effective October 1, 2017 -- \$375 every twenty-four (24) months, effective October 1, 2018 -- \$400 every twenty-four (24) months, and may be used for laser eye surgery.

Dental Plan:

Benefit is the current year O.D.A. rates as per the suggested fee guide for general practitioners for active Employees and for retired Employees under the age of 65. Orthodontic coverage **60% paid by the Employer** to a maximum of **\$4,000** per lifetime. Caps and crowns covered up to 80% of \$1,500.00 per year, plus lab costs for the above procedures to be covered in full.

The parties agree to form a committee, comprised of the City Clerk/ License Commissioner, Corporate Leader of Public Engagement and Human Services or designate, and another management representative, and two (2) union representatives, to meet to resolve any differences on the administration of the benefits. Failing any agreement, the Union reserves the right to file a grievance as per the terms of the collective agreement.

27.3 – TERMINATIONS

The Employer may terminate employment when an Employee has not been actively at work for a continuous period. Their seniority rights are terminated and their benefits cease, save and except their 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.

27.4 - Upon retirement the retiree will receive benefit coverage policy by the Company/carrier.

27.5 - Group life insurance benefits shall apply to all Employees on long-term disability.

SECTION 28 OTHER BENEFIT ISSUES

28.1 - Part-time Employees may purchase benefits by paying the percentage of premiums based on their hours worked. Part-time Employees may purchase applicable benefits offered to full-time Employees. If the Employee chooses to opt out they will not be able to opt back in during the term of this collective agreement.

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

28.2 - 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.

28.3 - An Employee assistance program administered by a third party will be provided to all Employees and their families, upon request. The program provides for six (6) counselling sessions per year per family member. If the Employee requests more sessions from the provider, or the provider determines that additional sessions are required, the provider will contact the **Corporate Leader for Public Engagement and Human Services/City Clerk (City of Windsor)** for approval. The program is offered to all active and retired Employees and their families, upon request.

28.4 - 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 described 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 their 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 them 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 their 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 them any sum paid on their behalf as aforesaid.

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

28.5 - POST RETIREMENT BENEFITS

Current Employees

Members of ATU Local 616 who are regular full time employees of Transit Windsor hired on or before September 30, 2012, upon their

retirement as per Transit Windsor eligibility requirements, including eligible surviving spouses and eligible dependants, shall be entitled to 100% Employer paid lifetime retiree benefits as outlined in the Transit Windsor Benefit Plan applicable to retirees, eligible spouses and eligible dependants, as negotiated in the collective bargaining process from time to time. It is agreed that this eligibility to lifetime retiree benefits shall not be removed in any subsequent negotiations.

Casino Workforce

Members of ATU Local 616 who are employees of Transit Windsor referred to in Schedule A (on file for reference) and are offered a permanent full time position in the future, regardless of any break in service and subsequently complete their probationary period, upon their retirement, if so eligible as per OMERS eligibility requirements, including the spouse as per Section 28.2, shall be entitled to 100% employer paid lifetime retiree benefits as outlined in the collective agreement for retirees at the time of retirement. Should any of the employees listed in Schedule A (on file for reference) be offered and decline a full time permanent driving position at Transit Windsor, they will no longer be eligible for any retirement benefits.

Part-Time Employees

Members of ATU Local 616 who are employees of Transit Windsor referred to in Schedule B (on file for reference) and were hired on or before September 30, 2012 and are successful in obtaining a full time position prior to September 30, 2014 shall be entitled, upon their retirement, if so eligible as per the OMERS eligibility requirements, including the spouse as per Section 28.2, to 100% employer paid lifetime retiree benefits as outlined in the collective agreement for retirees at the time of retirement. If the employee ceases to work for Transit Windsor, they are no longer entitled to exercise this option.

New Hires

Members of ATU Local 616 who are newly hired to Transit Windsor as regular full time employees on or after October 1, 2012 and subsequently complete their probationary period, including spouses as per Section 28.2 and eligible dependants, shall be entitled, upon their retirement if so eligible as per the OMERS eligibility requirements, for an unreduced

pension which is in place at the time of retirement, to 100% employer paid retiree benefits as outlined in the collective agreement and Transit Windsor Benefit Plan applicable to retirees, eligible spouses as per Section 28.2 and eligible dependants, up to the last day of the month in which the Employee attains or in the case of death, would have obtained the age of 65 years.

SECTION 29 SAME SEX BENEFITS

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

SECTION 30 PENSIONS

30.1 - It is agreed that all Employees covered by this Agreement **should retire subject to the Federal Guidelines on mandatory retirement age**. 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.

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. This committee will meet **on a yearly basis**, or at any other

such time as required. 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 Pension Review Committee must be forwarded to the Board of Directors of Transit Windsor for approval.

Subject to the Federal guidelines on **mandatory** retirement age.

SECTION 31 - VACATIONS AND STATUTORY HOLIDAYS

31.1 - 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.

31.2 - 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 31st	2 weeks	80 hours
February 28th	1 week, 4 days	72 hours
March 31st	1 week, 3 days	64 hours
April 30th	1 week, 2 days	56 hours
May 31st	1 week, 1 day	48 hours
July 31st	1 week	40 hours
August 31st	4 days	32 hours
September 30th	3 days	24 hours
October 31st	2 days	16 hours
November 30th	1 day	8 hours

(ii) After one (1) completed calendar year of service, an Employee shall be entitled to two (2) weeks (fourteen (14) calendar days) vacation with:

- Eighty (80) hours pay at their regular rate (Transportation and Maintenance)

- Two (2) weeks' pay at their regular rate (Administration and Transportation Clerks)

(iii) After four (4) completed calendar years of service, an Employee shall be entitled to three (3) weeks (twenty-one (21) calendar days) vacation with:

- One hundred and twenty (120) hours pay at their regular rate (Transportation and Maintenance)
- Three (3) weeks' pay at their regular rate (Administration and Transportation Clerks)

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

- One hundred and sixty (160) hours pay at their regular rate (Transportation and Maintenance)
- Four (4) weeks pay at their regular rate (Administration and Transportation Clerks)

***Commencing January 1, 2017:**

(iv) After seven (7) completed calendar years of service, an employee shall be entitled to four (4) weeks (twenty-eight (28) calendar days) of vacation with

- **One hundred and sixty (160) hours pay at their regular rate (Transportation and Maintenance)**
- **Four (4) weeks pay at their regular rate (Administration and Transportation Clerks)**

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

- Two hundred (200) hours pay at their regular rate (Transportation and Maintenance)
- Five (5) weeks pay at their regular rate (Administration and Transportation Clerks)

***Commencing January 1, 2017:**

(v) Fourteen (14) completed calendar years of service, an employee shall be entitled to five (5) weeks (thirty-five (35) calendar days) of vacation with:

- **Two hundred (200) hours pay at their regular rate (Transportation and Maintenance)**
- **Five (5) weeks pay at their regular rate (Administration and Transportation Clerks)**

(vi) After twenty four (24) completed calendar year of service, an Employee shall be entitled to six (6) weeks (forty-two (42) calendar days) vacation with:

- **Two hundred and forty (240) hours pay at their regular rate (Transportation and Maintenance)**
- **Six (6) weeks pay at their regular rate (Administration and Transportation Clerks)**

***Commencing January 1, 2017:**

(vi) After twenty-two (22) completed calendar years of service, an employee shall be entitled to six (6) weeks (forty-two (42) calendar days) vacation with:

- **Two hundred and forty (240) hours pay at their regular rate (Transportation and Maintenance)**
- **Six (6) weeks pay at their regular rate (Administration and Transportation Clerks)**

(vii) After thirty (30) completed calendar years of service, an Employee shall be entitled to seven (7) weeks (forty-nine (49) calendar days) vacation with:

- **Two hundred and eighty (280) hours pay at their regular rate (Transportation and Maintenance).**
- **Seven (7) weeks pay at their regular rate (Administration and Transportation Clerks).**

***Commencing January 1, 2017:**

(vii) After twenty-seven (27) completed calendar years of service, an employee shall be entitled to seven (7) weeks (forty-nine (49) calendar days of vacation with:

- **Two hundred and eighty (280) hours pay at their regular rate (Transportation and Maintenance).**
- **Seven (7) weeks pay at their regular rate (Administration and Transportation Clerks).**

***Commencing January 1, 2017:**

Each employee covered by this agreement who is eligible for at least four (4) weeks of vacation shall be permitted to defer up to two (2) weeks of their vacation for one (1) calendar year. The employee may defer each year but not to be accrued year to year. Deferred weeks will be used first in the next year.

Effective October 01, 2009:

(viii) In the year of retirement, each retiring Employee will be entitled to vacation allotted in the following manner:

- One (1) week vacation for each completed month of service to the maximum number of weeks entitled to the retiring Employee under the terms of this collective agreement.

31.3 - 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.

31.4 - ADMINISTRATION AND 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. The posted vacation schedule will allow for a minimum of one (1) Employee from each classification the availability to choose from any week in the calendar year, with the exception of the last week of August and the first week of September. The second last week of August, not less than one (1) from all classifications may be off.

31.5 - Those Employees who do not work a total of two hundred (200) days in the qualifying year shall not be granted the full vacation period to which they 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 32.6 is of two hundred (200) days. Any vacation days reduced under this Section will be granted as unpaid vacation time at the request of the Employee.

31.6 - Days not to be excluded from the computation referred to in Clause 32.5 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 two hundred (200) day formula will not be applied to any Employee on Workers' Compensation. It is also understood and agreed that the two hundred (200) day formula will not apply to any Employee's floating holiday allotment.

31.7 - Each Employee to whom this agreement applies shall upon termination of their employment with the Employer have their vacation entitlement adjusted in accordance with past practice in effect prior to the date thereof.

31.8 - No Employee shall be permitted to take more than three (3) weeks

of their vacation in any year in prime time. Prime time is defined as the eleven (11) weeks prior to Labour Day.

31.9 - Notwithstanding Section 32.1 through 32.8 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.

31.10

(i) Administration, Maintenance and Transportation Clerks will be allowed to break up to two (2) weeks 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.

31.11 - SERVICE LINE

Section 31.8 of the collective agreement states that no Employee shall be permitted to take more than three (3) weeks of their vacation in any year in prime time. Prime time is defined as the eleven (11) weeks prior to Labour Day.

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 31.8 of the collective agreement.

In the event that no Employee wishes the cancelled week according to Section 31.8 each Employee will have the opportunity, in order of seniority, to take the week and Section 31.8 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 their float/vacation days in order of seniority. This in no way means that each Employee has to book their float/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. The

Employer agrees that they shall allow a minimum of two (2) members of the Service Line to be off on floater/vacation days on any given day.

31.12 – VACATIONS RE: TRANSFERRED EMPLOYEES

Employees transferring to another department will have their approved vacation request transferred to the new department providing that the transfer is for a minimum of one (1) month or more in duration. If less than one (1) month, the Employee will have the option of rescheduling their vacation.

31.13 – VACATIONS: SERVICE LINE ONLY

Two (2) Service Line Employees will be allowed off for vacation entitlement during prime time (eleven (11) weeks prior to Labour Day), March break and Christmas break.

SECTION 32 STATUTORY HOLIDAY

32.1 - Each Employee subject to this agreement who works New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, **Christmas Eve Day**, Boxing Day, shall receive pay at time and one-half their basic rate for all hours or portion of hours worked on any of the said days.

(i) Eight (8) hours pay at their basic rate (Transportation and Maintenance).

(ii) One (1) day's pay at their basic rate (Administration and Transportation Clerks).

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

32.2 - 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, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, **Christmas Eve Day**, Christmas Day, Boxing Day

(i) Eight (8) hours pay at their basic rate (Transportation and Maintenance)

(ii) One (1) day's pay at their basic rate (Administration and Transportation Clerks)

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

32.3 - 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 seven (7) calendar days during the thirty (30) calendar days immediately preceding a general holiday.

32.4 - Provided, however, that when an Employee is on vacation and a holiday with pay occurs during their vacation period, such Employee will be entitled to one (1) more day's vacation or a day's pay in lieu thereof. The Employer agrees that if any of the Holidays (as listed in Section 32.1) fall in any Employees vacation time, the Employee will have the right to bank the lieu day, and the banked day will be considered as a float day to be used at any time. The Employee agrees to notify the Employer a minimum of two (2) weeks prior to the holiday of their intent to bank the holiday as a floater. The Employee also recognizes payment for the holiday will be made when the said floater is taken.

If the statutory holiday falls on an Employee's regularly scheduled day off such Employee will be entitled to one (1) more day off in lieu of. 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 (15) calendar days before or after the Statutory Holiday. If the Employee fails to qualify for a Statutory Holiday and has used a lieu day prior to the Holiday, the Employer shall deduct such earnings from the Employee on the following pay.

32.5 - FLOATING HOLIDAYS

Each permanent Employee subject to this agreement, and probationary Employees having completed six (6) months of continuous service, will be allowed five (5) days during the calendar year as floating holidays. A minimum of eight (8) Operators per day will be eligible to be scheduled off.

Effective January 01, 2017, each permanent Employee subject to

this agreement, and probationary Employees having completed six (6) months of continuous service, will be allowed **six (6) days** during the calendar year as floating holidays. A minimum of eight (8) Operators per day will be eligible to be scheduled off.

- If requested, Employees shall have their float days paid out eight (8) hours pay at their regular rate for each Floating Holiday.
- Employees that have earned Floating Holidays will be granted, upon request by the Employee, payment for earned Floating Holidays in place of time off. These Floating Holidays are to be taken at a time selected by the Employee.

32.6 - All Employees covered by this agreement, will receive another day off with pay when the Federal or Municipal Government, receives an additional Statutory Holiday, and such Holiday will be included in Section 32.2.

No Employees Floating Holidays shall be substituted for any additional Statutory Holiday when declared by the above Government bodies.

32.7 - All Employees will be given their birthday off with pay. If the Employee's birthday falls on a holiday, vacation, or day off, the Employee will have the option of taking a day's pay or an additional floating day.

SECTION 33 - BEREAVEMENT AND LEAVES OF ABSENCE

BEREAVEMENT

33.1 - 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 days. "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, son-in-law, daughter-in-law, and any relative permanently residing in the Employee's household or with whom the Employee resides.

33.2 - In the event of the death of an Employee's grandparent, an Employee is entitled to and shall be granted three (3) days' bereavement leave, with pay, on any of the Employee's normal working days.

33.3 - In the event of the death of an Employee's brother-in-law or

sister-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.

33.4 - 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.

33.5 - If an Employee is absent because of bereavement as provided under Clauses 33.1, 33.2, 33.3, and 33.4 of this Section on any of their designated working days, the Company agrees to recognize such day as a day worked for all benefits under this Agreement.

33.6 - 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.

33.7 - 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 and Criminal Code penalties imposed with respect to driving offences. As such, an Employee with three (3) years of service will be granted a leave of absence without benefits for loss of their driver's license or other driving restrictions as a result of off duty occurrences. It is recognized that a single occurrence may result in more than one interruption in driving privileges, for instance road side suspension, suspension upon conviction, and restrictions on probation.

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.

33.8 - JURY DUTY OR CROWN WITNESSES

(i) Employees who are called to service as jurors shall receive their regular shift at straight time normally worked after presentation of proof of service.

- OR -

(ii) In criminal or civil courts as a direct result of their employment, Employees shall receive their regular shift at straight time normally worked after presentation of proof of service.

If an Employee is required to attend as described in (ii) above and attendance is required on their day off or during a period of vacation, they will be reimbursed at time and one half their applicable rate of pay, or extend their vacation by the day(s) lost.

An Employee who is charged with an offence for any act or omission arising out of carrying out the Employee's duties shall have their legal costs paid by the Employer.

SECTION 34 UNIFORMS

34.1 – OPERATORS

Prior to the Employer issuing a tender for uniforms, three (3) Employees
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as designated by the Union President shall meet with equal number of staff to form a uniform committee for the purpose of discussing fabric blends and winter/summer fabric weights. Recommendations of the uniform committee will not be unreasonably denied.

Employees will select various items according to personal requirements. Each Operator covered by this collective agreement, with the exception of temporary Employees, shall be entitled to thirty (30) points for the purchase of a uniform supplied by the Employer.

Uniforms shall meet a standard of quality acceptable to the uniform committee.

The uniform selection as below is from the items as presented in 2004.

Article	Points Required
Pants	3 points each
Shorts	2 points each
Skorts	3 points each
Shirts (golf, long/short sleeve)	2 points each
Sweatshirts	2 points each
Sweater	2 points each
Spring jacket (all weather)	3 points each
Winter parka or 3 in 1 jacket	10 points each
Blazer	5 points each
Raincoat	4 points each
Carryall bag	2 points each
Toque/cap	1 point each
Lunch bag (cooler bag)	1 point each

Temporary Employees will be provided with uniform items that are deemed required for the weather conditions (i.e. no coat required for summer employment).

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

34.3 - Upon termination, permanent Operators are required to turn in their entire previous issue of clothing.

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.

34.4 - UNIFORMS MAINTENANCE DEPARTMENT/CASH OFFICE

The uniform selection and point system is as follows:

Article	Points Required
Pants	4 points each
Shorts	2 points each
Shirt	2 points each
Sweatshirt	5 points each
Coveralls	6 points each
Hat/toque	1 point each
Insulated coveralls	12 points each
Bomber jacket	13 points each
Light jacket	7 points each
Shop coat	3 points each

All uniform orders are to comply with the Canadian Standards Association (CSA) for High Visibility Safety Apparel.

Uniforms shall meet a standard of quality acceptable to the Uniform Committee.

Unused points shall be carried over for only one year.

Points will be awarded as follows:

Skilled Trades, Service Line, Facilities Maintenance, Stock Room: 45 points

Cash Office: 10 points

A Uniform Committee with representation from the Maintenance Department and Management will review and make recommendations regarding uniform items to be offered each year. The Uniform Committee will have equal representation from Union (as designated by the Union President) and Management.

**SECTION 35
FOOTWEAR
ALLOWANCE/UNIFORM/TOOL
INSURANCE**

35.1 - 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 two hundred (\$200) dollars except for Service Line who will receive two hundred and fifty (\$250) dollars, Facility Maintenance Employees to receive **five hundred (\$500)** dollars and Skilled Trades Employees who shall receive the sum of **one thousand (\$1,000)** dollars **and Tireman Employees to receive four hundred (\$400) dollars.**

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 34.4 and 35.1* of this agreement, provided however, if any Employee ceases their position and reverts back to their former position they shall reimburse the Employer all money advanced to them through payroll deductions.

Permanent Employees successful in a temporary job posting and reclassified to a new position in the Maintenance Department will be issued **one hundred dollars (\$100)** towards the purchase of protective footwear and two (2) coveralls deemed necessary to perform their duties.

35.2 - 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 36

HEALTH AND SAFETY

36.1 - 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 they are working, or the equipment or vehicle that they are operating, other than the normal hazards in their work, they shall have the right and the responsibility to stop working and shall report the condition immediately to their Supervisor who shall investigate the condition and take steps necessary to correct it.

36.2 - HEALTH AND 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. The Union members of the Joint Health and Safety Committee will be involved in the testing and consultation procedures on the results of the tests. The Committee shall review the ventilation system on the premises on an ongoing basis so as to monitor and continually work towards an improved air quality in the workplace.

SECTION 37 RELIEF FOR SICK, INJURY OR OTHERWISE

37.1 - Every Employee requesting relief when sick or injured shall be relieved from duty as soon as possible. Every said Employee shall keep the Employer advised about their condition on a regular basis. The Employer may request the Employee submit to examination by the Employer's doctor, paid by the Employer, when the illness exceeds thirty (30) days or more. This does not preclude requests from the Employer for doctor's notes for periodic absence where there is just cause or the Employee(s) have been notified. The Employee must submit a "Wellness Certificate" in order to return to work after a STD, LTD or WSIB claim if requested by the Employer. Employees will be reimbursed for the costs of the "Wellness Certificates" upon rendering a receipt.

37.2 - Relief for reasons other than sickness may be granted to an Employee with the consent of their 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 13.4.

SECTION 38
INJURY ON THE JOB

38.1 - Any Employee injured on the job and unable to continue their normal duty for that day shall be paid for the balance of the shift at the applicable rate at the time of which the injury occurred.

38.2 -If the injury occurs on a regular work day, they shall be paid for the balance of their shift at the straight time hourly rate.

38.3 - 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 (24) hours of occurrence provided the injury does not prevent them from doing so.

38.4 - 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 WSIB. The Employee will be required to sign a promissory note agreeing to reimburse the Company through deduction from S&A or WSIB or from their normal wages (only if their claim is denied from S&A or WSIB) upon return to work at the same level as was paid out.

38.5 - 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 39
EQUALITY, PRIVACY
AND HUMAN RIGHTS

39.1 - 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.

39.2 - CONFIDENTIALITY OF HEALTH INFORMATION

The confidentiality of health and medical information of Employees is recognized by the Employer and the Union. The 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 in Human Resources directly involved with administering that information. Only that information strictly required to implement an accommodation will be disclosed by **Corporate Leader for Public Engagement and Human Services/City Clerk (City of Windsor)** to other managerial personnel.

39.3 -

a) The Employer believes that the installation of surveillance cameras is a critical measure in improving the safety of our Employees, Customers, and protection of Company property.

b) This Section shall confirm the Employer's intent that the use of surveillance cameras is for the public safety, crime prevention, and for protection of its Employees and assets only.

c) Cameras installed on Company vehicles or property shall be for security purposes and shall not be used to monitor an Employee's performance or for entrapment. The Employer agrees it cannot use camera surveillance to discipline Employees or in arbitration hearings for a complaint that does not result in criminal charges. Employees should be advised that surveillance records may be reviewed to confirm a complaint of a criminal nature, to confirm a complaint to Human Rights Commission, or in response to a request by the police. The President of ATU Local 616 or their designate shall be notified and given the opportunity to review the tape.

39.4 – 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 known 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 they have 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 mutually agreed upon 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 40 MISCELLANEOUS

40.1 - 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.

40.2 - 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.

40.3 - All Employees covered by this Collective Agreement will be provided with an Employee identification card, identifying them as an Employee of Transit Windsor.

40.4 - 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.

40.5 - 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:

- A spouse is defined as both a legal spouse or a common law spouse.
- The issuance of an identification card is for the spouse at time of the Employee's retirement only. Any future spouse will not receive identification card.
- The identification card will be issued annually for the lifetime of the qualifying spouse.
- The identification card will be revoked should the spouse re-marry or enter into a new common law relationship regardless of the length of cohabitation.

40.6 - Employees may request payroll deduction for **Motor City Community Credit Union**.

40.7 - 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. The Employer agrees to pay the wages for one (1) Union representative, appointed by the President of ATU Local 616, to work with the Employer for the necessary time required to ensure accuracy and promptness in completing the final draft before printing and proof reading after printing.

SECTION 41
COST OF LIVING ALLOWANCE

(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 41 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:

Oct., Nov., Dec. 1st quarter
Jan., Feb., March 2nd quarter
April, May, June 3rd quarter
July, Aug., Sept. 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. 1/15	Oct. 1/16	Apr. 1/17	Oct. 1/17	Apr. 1/18	Oct. 1/18	Apr. 1/19
(+%)	(1.9%)	(1.0%)	(1.0%)	(1.0%)	(1.0%)	(1.25%)	(1.0%)
Operator	28.20	28.48	28.76	29.05	29.34	29.71	30.01
Licensed Mechanic*	32.37	32.69	33.02	33.35	33.68	34.10	34.44
Machinist*	32.37	32.69	33.02	33.35	33.68	34.10	34.44
Licensed Body Technician*	32.37	32.69	33.02	33.35	33.68	34.10	34.44
Maintenance Stores	28.20	28.48	28.76	29.05	29.34	29.71	30.01
Maintenance Janitor	28.20	28.48	28.76	29.05	29.34	29.71	30.01
Licensed Facilities Maintenance Mechanic*	28.88	29.17	29.46	29.75	30.05	30.43	30.73
Serviceman "B" Inspection	27.10	27.37	27.64	27.92	28.20	28.55	28.84
Tireman	27.88	28.16	28.44	28.72	29.01	29.37	29.66
Welder	30.10	30.40	30.70	31.01	31.32	31.71	32.03
Cash Office Clerk**	28.64	28.93	29.22	29.51	29.81	30.18	30.48
Customer Service Clerk**	25.97	26.23	26.49	26.75	27.02	27.36	27.63
Marketing Co-ordinator	29.48	29.77	30.07	30.37	30.67	31.05	31.36
Marketing Representa- tive**	25.97	26.23	26.49	26.75	27.02	27.36	27.63

Accounting Clerk**	30.52	30.83	31.14	31.45	31.76	32.16	32.48
Planning Analyst**	30.52	30.83	31.14	31.45	31.76	32.16	32.48
Maintenance Clerk	28.20	28.48	28.76	29.05	29.34	29.71	30.01
Transportation Clerk**	25.97	26.23	26.49	26.75	27.02	27.36	27.63
Part-time Clerk	17.48	17.65	17.83	18.01	18.19	18.42	18.60

(*) – Skilled Trade base wage rate effective September 30, 2019 - \$34.94

APPENDIX “A” REFERENCE:

*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 (24) months 100%

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

APPENDIX “B” - PREMIUM RATES

PERTAINING TO OPERATORS:

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 Operator's 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.

PERTAINING TO SHOP PERSONNEL

SUNDAY SHOP PREMIUM:

Effective October 1, 1998

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

LEADER:

One dollar and fifty cents (\$1.50) per hour extra as per Section 16.2 (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, 2010

Fifty (.50) cents per hour for Licensed Motor Mechanics, Licensed Body Technicians, Machinists, Welders holding a valid license.

Effective September 30, 2012

Fifty (.50) cents per hour for Licensed Motor Mechanics, Licensed Body Technicians, Machinists, Welders holding a valid license.

A Skilled Trades premium of .50 cents per hour effective October 1, 2018. On September 30, 2019, this premium will be rolled into their base wage rate.

Effective October 1, 2011

Twenty-five (.25) cents increase to a total of seventy-five (.75) cents per hour for Facility Maintenance Mechanic.

EMPLOYEE PREMIUM:

Each Employee will receive one hundred dollars (\$100.00) per calendar year to use towards any costs associated with any expenses for any medical purposes. This amount will be paid out to the Employee in the first pay of the calendar year.

LETTER OF UNDERSTANDING

It is agreed that the successful candidates for the current vacant (1) Planning Analyst, (1) Licensed Mechanic, and (1) Licensed Body Technician/Licensed Mechanic will be positions eligible for post retirement benefits as outlined in the Collective Agreement at the time of retirement, even if the recruitment process for these three vacant positions extends beyond September 30, 2012.

Dated this 18th day of September 2012, in the City of Windsor.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Tony Houad
Director of Corporate Services

**TRANSIT WINDSOR/ATU LOCAL 616 AGREEMENT REGARDING
PASSPORTS**

Starting June 1, 2009, a proposed U.S. law will require Canadians to present a valid passport to enter the United States by water or land.

Transit Windsor will pay for the cost of passports and subsequent passport renewals that are required to enter into the United States by land as follows:

- 1. Cost of a new/renewal passport for any employees required to have a passport to perform their job. This includes all operators required by the employer to travel to the United States.**
- 2. The passport itself constitutes proof of purchase. Reimbursement will be done through the payroll system only.**
- 3. Reimbursement will include the cost of a basic five year passport, as charged by the Government of Canada, plus \$18.00 for a photo.**
- 4. Employees without a valid passport and not in the Drug and Alcohol pool cannot sign for any work in the U.S. or spare board.**
- 5. Assuming the term of the new collective agreement will be October 1, 2015 to September 30, 2019, anyone who requests reimbursement for a passport will be in the pool for the term of the collective agreement.**
- 6. All employees hired prior to September 30, 2012 have the right to opt in or out of the pool at any sign-up effective October 01, 2015.**
- 7. Any employee hired after September 30, 2012 will be required to have a valid passport, as a condition of their continued employment, and remain in the Drug and Alcohol pool, until the end of the collective agreement. The company will reimburse the employee for the cost of the passport, after the employee has completed their probation.**
- 8. In all instances the end of the collective agreement is understood to mean the new collective agreement.**

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

**LETTER OF INTENT
BETWEEN
AMALGAMATED TRANSIT
UNION – LOCAL 616
(UNION)
AND
TRANSIT WINDSOR
(EMPLOYER)
EMPLOYMENT INSURANCE /
PAYMENT REDUCTION**

It is understood and agreed that the E.I. Premium Reduction Program, which has been used annually to upgrade Employee benefits and sponsor Employee events, will no longer be used for this purpose.

Effective March 01, 1991, the annual amount of the premium reduction savings will be shared with the Employees of Transit Windsor in the form of wages to be applied directly to the hourly base rate for all years of the contract and to provide a vision care plan. It is understood that the amount is incorporated in the hourly base rate for only as long as the government continues this program.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

**LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION – LOCAL 616
(UNION)
AND
TRANSIT WINDSOR
(EMPLOYER)
DRUG AND ALCOHOL**

The parties agree that any Employee testing positive under the Drug and Alcohol policy, who is subsequently returned to work, will only be subject to follow-up testing for the periods that they are part of the random pool due to their availability to work in the tunnel service.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

LETTER OF INTENT

The Union confirms and agrees to waive our rights with respect to the Federal Statutory Holiday, Remembrance Day, for **2015, 2016, 2017 and 2018** in exchange for the Civic Holiday and will execute such documentation as may be required to obtain Labour Canada's approval of this agreement pursuant to the Canada Labour Code.

This letter of intent will terminate concurrently with the Collective Agreement, September 30, 2019.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

LETTER OF INTENT

The parties agree to the following with respect to Overtime Book Out Procedures:

Standard procedures as per the collective agreement will prevail for scheduling of overtime work for the daily worksheet from the Scheduler's desk. The Scheduler will endeavour to schedule the senior Operator requesting O/T to at least 8 hours before giving work to the next available person.

The following rules will apply from the Control Room:

Operators on the OFF-days will be offered work ahead of those on regular workdays who desire O/T.

- Begin by approaching Operators who only have partial shifts (less than 8 hours) in order of seniority so as to build up their daily overtime allotment to at least 8 hours.

- If an Operator does not have 8 hours work and additional work becomes available that will bring him to their 8 hour shift, but is in conflict with their existing schedule, they will be asked if they would like to be rescheduled on new work if the conflict is 2 hours or greater. If they refuse they will stay in their seniority slot until a piece(s) of work that does not conflict with their existing schedule is offered to him. If the conflict were less than 2 hours the next Operator would be eligible under the above conditions. If an Operator refuses a piece(s) of work that would bring him to 8 hours or better, they will go to the bottom of the all day seniority list for any additional work that day.

- In the event of a last minute call in (less than one hour) the Employer can fill the new work with the next person in line for overtime and not offer a reschedule to a person already working.

- this process continues each time new work is filled; you continue to ask Operators who are on their OFF-days first and not yet at 8 hours. When an Employee reaches 8 hours overtime in any combination of work their name will be moved to the bottom of the regular workday list. When the day off list has been exhausted via rescheduling, or no one accepts work offered; then you can proceed to ask those Operators who are on regular work day list and desire overtime hours.

The eight (8) hour flag is to be used as follows:

If an Employee reaches 8 hours or better due to a combination of pieces of work – (e.g. 6 hour piece and a 4 hour piece) they can complete both pieces if willing but would then go to the bottom of the all day list because they have reached 8 hours OT.

- the number of hours you build up before going to someone else (e.g. am & pm extra or full run is 8 hours).
- If an Employee has reached 8 hours in OT on their day off they cannot be asked for additional OT until all other Employees have been asked (days off first then regular day to work).
- Overtime will be booked out by seniority on days off as well as regular day to work.

Work rest rules may affect the above overtime book-out procedure.

Any changes must be mutually agreed to by both parties.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

**LETTER OF INTENT
BETWEEN
AMALGAMATED TRANSIT
UNION – LOCAL 616
(UNION)
AND
TRANSIT WINDSOR
(EMPLOYER)**

SECTIONS 11.1, 11.2, 23.1, AND 23.8

The parties agree to the following with respect to the experimental run cut:

1. The run cut will provide a guaranteed minimum thirty (30) minute lunch, twenty (20) minutes of which will be paid.
2. In order to improve the working conditions for Operators, the Employer and the Union are committed to exploring the feasibility of shortening the work day and the spread time. With the full participation of the Union, the Company will conduct all run cuts to create the shortest work day possible with the work day being **eight (8) hours** and the spread being between **eight (8) and no greater than ten (10) hours**. Notwithstanding that for efficient scheduling a small number of runs may exceed the eight (8) hour maximum, but will not exceed the maximum by more than ten (10) minutes.
3. The parties agree that attaining the shortest work day possible will be predicated on little or no incremental cost.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

LETTER OF UNDERSTANDING
Memorandum of Agreement
Between
Transit Windsor (Employer)
And
The Amalgamated Transit Union, Local 616 (The Union)

UNION REPRESENTATIVE

- (1) The Employee (Union Representative) will be available for four (4) hours, if needed, with the starting time to be determined by mutual agreement. If the Union Representative is away from work for any reason, this piece of work shall not be filled. It is also agreed that this piece of work shall no longer exist if the Union Representative decides not to work half-time on Union business.
- (2) The Employee (Union Representative) shall continue to be a full-time Employee working for the Employer, however, they shall be working half-time (4 hours) on Union business.
- (3) The second four (4) hours of the Employee (Union Representative) shift constitutes Union leave but shall not be included in the hours allocated in Section 2.9 (viii) as hours used.
- (4) The Employee (Union Representative) shall continue to receive all benefits and privileges, uninterrupted as per the Collective Agreement.
- (5) This agreement shall be renewed, unless either party negotiates this clause out in the Collective Bargaining process.
- (6) The Employer agrees if the Employee (Union Representative) makes trades to accumulate time-off, the person fulfilling the trade will do so as straight spare in the Union Representatives seniority slot.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

**LETTER OF UNDERSTANDING
Memorandum of Agreement
Between
Transit Windsor (Employer)
And
The Amalgamated Transit Union Local 616 (The Union)**

UNION PRESIDENT/BUSINESS AGENT

1. The Employer shall pay the Union President / Business Agent the current top rate and premium in the Collective Agreement, and as it changes from time to time, while the President / Business Agent carries out their functions as President / Business Agent. During this period, the President / Business Agent shall remain an Employee, but shall not be required to perform the normal duties of an Employee.
2. The President / Business Agent shall be paid the rate x 2080 hours per year.
3. The President / Business Agent shall receive OMERS pension and group benefits on the basis the Employer pays the full amount for all benefits.
4. The President / Business Agent shall be entitled to vacation and sick leave in the amounts allowable under the Collective Agreement.
5. The President / Business Agent shall be entitled to take vacation and statutory holidays according to the Collective Agreement.
6. When the President / Business Agent is on vacation, they shall inform the Employer of who may represent the Union in their absence.
7. The President / Business Agent is expected to meet with the Employer upon reasonable request. The President / Business Agent may decline to meet due to other obligations or issues related to other ATU units, or if on any scheduled time off, etc.
8. All hours by the President / Business Agent shall not be included in the hours allocated to the Union under Section 2.9 (viii) of the Collective Agreement.
9. The President / Business Agent shall be entitled to a uniform issue as per the Collective Agreement.
10. This agreement shall be renewed, unless either party negotiates this clause out in the Collective Bargaining process.

For the Union:

For the Corporation
(Transit Windsor)

Dragan Markovic
President of ATU
Local 616

Patrick Delmore
Executive Director

MEMORANDUM OF UNDERSTANDING

The parties agree to the revision of the Job Description for Maintenance Stores as follows:

MAINTENANCE STORES

The following qualifications are to be added to the Job Description for any employee interested in becoming qualified to fill this position:

- Must have an Ontario Secondary School Graduation Diploma, or Ontario Ministry of Education equivalency**
- Must follow City Purchasing By-Laws when procuring parts on Visa, SPO's and other purchase**
- Must possess a knowledge of tools, parts and equipment used in the transit industry**
- Must have knowledge of parts, accessories and related materials needed to operate a large specialized equipment repair shop in the transit environment**
- Must be able to maintain records necessary to cross reference interchangeability of parts**
- Must be able to work in computerized environment and possess the necessary skills to operate the Fleet Management system**
- Must have good communication and interpersonal skills.**
- Must be able to read and interpret manufacturer parts catalogues**
- Must be able to determine correctness of parts delivers**
- Must have knowledge of the changing transit field and of recommending parts to be stocked**
- Must be physically capable of performing the duties of the position**

Appendix A – Wages will be revised as follows:

October 1, 2012.....	\$26.61
October 1, 2013.....	\$27.13
October 1, 2014.....	\$27.67

Dated this 19th day of October 2012, in the City of Windsor

For the Union:

**For the Corporation
(Transit Windsor)**

**Dragan Markovic
President of ATU Local 616**

**Patrick Delmore
Executive Director**

MEMORANDUM OF SETTLEMENT

**Between
TRANSIT WINDSOR**

And

AMALGAMATED TRANSIT UNION - LOCAL 616

The parties herein agree to the terms of this Memorandum as constituting full settlement of the Collective Agreement. The parties herein agree that the term of the Collective Agreement shall be from **October 1, 2015 to September 30, 2019**. Previous signed off sheets form part of this memorandum. All other Sections not previously signed off, job descriptions as per the **2012** Collective Agreement, and Letters of Intent are agreed to be per the existing Collective Agreement which expired on September 30, 2015. This Memorandum of Settlement will not be binding on the parties until this agreement has been ratified by the respective parties' principles.

AMALGAMATED TRANSIT UNION - LOCAL 616

Per: _____
Dragan Markovic, President

Per: _____
Ed Janisse, Vice-President

Per: _____
Mel Young,
Financial Secretary-Treasurer

Per: _____
Sean Muir, Operators Representative

Per: _____
Tholl Hem, Garage Representative

Per: _____
Tim Guy,
Benefits Representative

TRANSIT WINDSOR

Per: _____
Patrick Delmore
Executive Director

Per: _____
Carolyn Brown
Corporate Leader