

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE AMALGAMATED TRANSIT UNION

LOCAL 1572

Effective October 1, 2002

Expiry September 30, 2005

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This agreement is by and between:

The Corporation of the City of Mississauga, Transit Department (hereinafter referred to as the "Company")

and

The Amalgamated Transit Union, Local 1572 (hereinafter referred to as the "Union").

**Article 1 - Purpose of this Agreement**

1.01 The Company and the Union each represent that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedures and conditions of employment.

**Article 2 - Recognition**

2.01 The Company recognizes the union as the sole collective bargaining agent for all line bus drivers, garage maintenance and service employees engaged in the operation, as referred to in the wage classifications contained in Article 23, save and except school bus operators, inspectors, dispatchers, supervisors, office and clerical staff (including parts clerks) and persons working less than twenty four (24) hours per week.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined in Section 2.01 above, unless the context otherwise provides.

2.03 Wherever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa, and wherever the singular is used, it shall be deemed to include the plural and vice versa.

2.04 The Union agrees that it shall not hold meetings on the property or in Company vehicles or during working hours without the express permission of the General Manager or his designate. The Company shall, on request from the Union, endeavour to provide a private area for designated officials for the Union to interview employees with regard to official grievances, or to conduct other official business of the Local.

- 2.05 The company 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 order that this may be carried out, the Union will supply the employer with the names of its officers or appointed representatives. Likewise, the employer shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

### **Article 3 - Management's Rights**

- 3.01 The Union recognizes that the Company has the exclusive right:
- (a) To maintain order, discipline and efficiency;
  - (b) To hire, classify, direct, assign, promote, demote, transfer, suspend and discharge employees and to increase and decrease working forces, provided that a claim of discrimination, improper transfer, discipline or suspension, or a claim by an employee that he has been discharged without cause, may become the subject of a grievance and shall be dealt with as hereinafter provided;
  - (c) Generally to manage the Company and without restricting the generality of the foregoing, to determine the number and the location of establishments, the methods and processes to be used, schedules of work, kinds and locations of machines, tools and equipment to be used, selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;
  - (d) To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this Agreement. The Company's rules and regulations, as issued to all employees, shall not be altered until such time as the Union is provided the opportunity to make representations with regard to the proposed alterations. The alterations shall not be effective before such representations are submitted and answered within a thirty (30) working day period.
  - (e) When unusual circumstances arise, after the normal maintenance shift commences, the Union recognizes that the Company may temporarily assign work to employees outside their regular classification, and the Company will ensure that the Union Representative on shift is advised of such arrangements. Such reassignments will not occur for pre-planned absences except in the case of emergency circumstances. Prior to the start of the wash fuel's normal shift, the overtime list will be used if the Company determines additional staff are required.

#### **Article 4 - Union Security and Union Dues**

- 4.01 (a) All employees covered by this Agreement shall, as a condition of continued employment, maintain their Union membership.
- (b) All new employees covered by this Agreement shall, upon completion of the probationary period referred to in Article 12, become Union members and maintain their membership as a condition of continued employment.
- 4.02 The Company shall deduct from the pay of all employees covered by this Agreement, including probationary employees, on the first pay of each calendar month, a fixed sum of money authorized as the monthly Union dues, and shall remit same prior to the end of each month to the Secretary-Treasurer of Local 1572. The Union initiation fees shall be deducted from a new employee's pay upon completion of three (3) months of employment.
- 4.02 (b) The Company shall deduct from the pay of each employee special assessments as directed by the Union. The Company shall be provided with true copies of any Union resolutions authorizing the establishment of such assessment and shall be advised in writing of the amount and duration of all deductions and/or assessments.
- 4.03 All present Union members, and all employees who hereafter become members of the Union, shall retain membership in the Union as a condition of their employment. Every employee in the bargaining unit shall be a member in good standing of the Union, as a condition of employment. The Union will contact the employer when the member or members are not in good standing because they have failed to pay union dues in accordance with Article 12.09. No employee will lose his or her seniority under this clause until thirty (30) days written notice has been given by the Union to the Company and the employee concerned of the completion of the Union's internal procedures dealing with members not in good standing.

The Company will remit by cheque to the Financial Secretary - Treasurer of the Local Union the total of the deductions made for the prior pay period.

In the event that an employee does not receive a pay cheque in the pay period in which Union dues are deducted, the outstanding dues shall be deducted as agreed by the Company and the Financial Secretary-Treasurer.

The Company will submit to the Financial Secretary-Treasurer of the Local a complete list of all bargaining unit employees, with the dues cheque, designating opposite of each name of each employee, the employee's number, and the amount so deducted.

The Union will notify the Company when an employee has been exempted from paying their initial initiation fee.

The Company, no later than the beginning of March of each year, will supply to the Union a list of all bargaining unit employees showing their current name, employee's number, address, phone number, social insurance number and the total amount of union dues deducted for the previous year. The Company shall record on the T-4 slip of each employee, the actual amount of Union dues deducted during the previous year.

The Union agrees to save the Company harmless against any and all liability which may arise by reason of the check off by the Company of Union dues, initiation fees, fines and assessments from the employees wages in accordance with the Agreement.

#### **Article 5 - Non-Discrimination**

- 5.01 The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union, or by virtue of holding office in the Union, or by reason of any lawful activity or lack of lawful activity in the Union.
- 5.02 The Union agrees that neither its officers, members or persons employed directly or indirectly by the Union, shall discriminate or intimidate employees who are not members of the Union.
- 5.03 The Company and the Union agree that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practice with respect to any employee concerning any of the provisions of the Collective Agreement or otherwise by reason of age, race, colour, creed, national origin, religion, political affiliation, or activity, sexual orientation, gender, marital status, place of residence, physical handicap, nor reason of his/her membership or activity in the Union, nor for any reason prohibited by the Human Rights Legislation.

#### **Article 6 - Adjustment of Grievances**

- 6.01 Should any differences arise between the Company and an employee from the interpretation, application, administration or alleged violation of the provisions of this agreement, and earnest effort will be made by both parties to resolve such differences without undue delay. The Company is willing to meet any employee with a Union representative, or a Union representative for the purpose of discussing grievances with the objective of reaching a satisfactory conclusion.

When an employee is required to attend a disciplinary meeting with their Management, he will be advised of this right to have Union representation. Waiver forms shall be supplied by the Union to the Company and will be signed by the employee if they decline Union representation. Such forms will be administered and maintained by the Company with a copy forwarded to the Financial Secretary-Treasurer of the Union

- 6.02 (a) It is understood and agreed that nothing in this Agreement shall prevent an employee from discussing a problem or complaint with his/her immediate Supervisor without recourse to the formal Grievance Procedure.
- (b) It is further understood and agreed that nothing in this Agreement shall prevent an employee and his/her Union Steward from discussing a problem or complaint with his/her immediate Supervisor without recourse to the formal Grievance Procedure.
- 6.03 It is mutually agreed that all grievances must be instituted within five (5) working days of the event giving rise to the complaint or the matter may be considered abandoned.
- 6.04 In the event of any misunderstanding or difference of opinion as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, or in the event a problem or complaint has not been satisfactorily resolved, it may be reduced to writing on an approved form provided for that purpose, properly signed and completed by the employee and presented to their respective Manager and/or his Designate and shall be processed in the following manner:
- Step 1:* Within five (5) working days of receipt of the official written grievance by the Company, the aggrieved employee, with a Union Steward and a management representative shall meet to discuss the grievance. Following this meeting, within a further two (2) working days the management representative shall give his reply in writing, then if the matter is not settled:
- Step 2:* The aggrieved employee and a Union Steward and the Executive Board member shall, within a further two (2) working days of managements Step 1 reply, meet with a management representative. Following this meeting, within a further two (2) working days, the management representative, shall give his reply in writing. If not satisfactorily adjusted, then:
- Step 3:* The Union Committee and the Director of Transit and/or his Designate, within five (5) working days of managements Step 2 reply, together with such other representatives as the Company may designate, shall meet to discuss the grievance. At this meeting, an International District representative of the Union may be requested to attend. The Director of Transit and/or his Designate, shall reply in writing, within five (5) working days of this meeting.
- 6.05 If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above; then either party may within seven (7) working days, refer the grievance to arbitration in accordance with the provisions of Article 9.
- 6.06 Any reference to "Working Days" contained in this Article shall mean Monday to Friday inclusive, but shall not include statutory or designated holidays or employee days off.

## **Article 7 - Discharge Grievances**

- 7.01 If a permanent employee is discharged, the matter may be submitted in writing as a special grievance, dated and signed, at Step 3 of the Grievance Procedure. Any such grievance must be submitted within three (3) working days after the employee is discharged. An answer to the grievance shall be given within a further three (3) working days. Thereafter, the arbitration procedure contained in article 6.05 and Article 9 shall apply.

## **Article 8 - Policy Grievances**

### 8.01 *COMPANY* GRIEVANCES:

If the company has a complaint with respect to the conduct of the Union, its officers, committeemen or stewards, or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company shall submit such complaints to the Union, and they shall be taken up between the parties as a policy grievance commencing at Step 3 of the Grievance Procedure within ten (10) working days of the circumstances causing the grievance. If not satisfactorily resolved, the grievance may be referred to arbitration within five (5) working days.

### 8.02 *UNION* GRIEVANCES:

If an alleged violation of this Agreement affects a whole Department or a majority of the employees, then the Union may submit a policy grievance commencing at Step 3 of the Grievance Procedure, within ten (10) working days of the circumstances causing the grievance. Such grievances shall contain the names of all affected employees. It is understood that no matter may be grieved in this manner to circumvent the requirements of the Grievance Procedure. If the matter is not satisfactorily resolved, the grievance may be referred to arbitration within five (5) working days.

## **Article 9 - Arbitration**

- 9.01 (a) When either the Company or the Union requests that a grievance be submitted to arbitration, such request shall be in writing, addressed to the other party to this Agreement, and at the same time shall advise the name of their nominee to the Board of Arbitration. Within seven (7) days, thereafter, the other party shall also advise in writing the name of their nominee to the Board of Arbitration.
- (b) The *two* (2) nominees selected, in accordance with the above, shall attempt to select, by agreement, a Chairman and if they are unable to do so in seven (7) days, they shall then request the Minister of Labour for the Province of Ontario to assist in selecting a Chairman.

- (c) Notwithstanding the provisions of 9.01 (a) and (b) above, either party may request a single arbitrator in accordance with the Ontario Labour Relations Act, Revised Statutes of Ontario 1980, Chapter 228, Section 45.
- 9.02 It is understood and agreed that no person may be appointed or selected as an Arbitrator or Nominee who has been directly or indirectly involved in an attempt to settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly processed through the steps of the Grievance Procedure.
- 9.04 Each of the parties to this Agreement shall bear the expense of their appointed nominee and the parties shall jointly bear the expense of the Chairman of the Arbitration Board.
- 9.05 This Arbitrator or Arbitration Board selected in accordance with this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of the provisions contained in this Agreement or deal with any matter not contained herein. The decision of the Arbitrator or a majority decision of the Arbitration Board shall be final and binding on all parties involved.

#### **Article 10 - No Strikes or Lockouts**

- 10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the processing of grievances, the Union agrees that, during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, for any reason, and the Company agrees that there shall be no lockout for any reason.
- 10.02 The Company shall have the right to discipline employees who take part in or instigate any strike, stoppage of work or slowdown covered by Section 10.01 but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 of this Agreement.
- 10.03 The Union agrees that it shall not involve the Company in any dispute between itself and another employer or in any dispute between any other employer and the employees of such employer, or in any dispute between the Union and another bargaining agent.
- 10.04 Employees will not be required to cross a legal picket line.



## **Article II - Union Representation**

- 11.01 The Union shall appoint or otherwise select a committee of up to five (5) employees to represent the Union in meetings with the Company concerning the negotiation or administration of this Agreement. In addition, the Company shall recognize the International representative of the Union if in attendance at the meeting.
- 11.02 The Union shall appoint or otherwise select a total of six (6) Stewards to be recognized by the Company at any one (1) time and for any new satellite or garage the Union shall appoint or otherwise select one (1) steward to be recognized by the Company at any one (1) time.
- 11.03 The Union shall advise the Company of the names of all Union Executive Members, Officers and Stewards and the Company shall not be required to recognize same until properly informed, in writing.
- 11.04 Nothing in this Article shall be interpreted so as to prevent an employee who is a Steward from acting on the Union Committee. It is, however, understood that an employee shall not be eligible to act as a member of the Union Committee, or as a Steward until completion of the probationary period referred to in Article 12.
- 11.05 (a) The Union acknowledges that Stewards, members of the Union Committee and such other Union Officers that may be chosen from among the employees covered by this Agreement, have regular duties to perform as employees of the Company, and that such persons shall not leave their regular duties for the purpose of conducting any business on behalf of the Union without first obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld. On assuming their regular duties, such employees shall report to their Supervisor and shall, if requested give any reasonable explanation for time spent away from work.
- (b) In consideration of Stewards, members of the Union Committee and other Union Officers who are employees, complying with the terms of (a) above, the Company shall pay such employees for normal time spent in handling grievances of employees or attending other meetings with representatives of the Company during their regular hours of work.
- (c) The Company shall provide the employee and the Union with a copy of all disciplinary notations which are to be a part of an employee's file.
- (d) The Company agrees that there shall be one main personnel file for each employee.

- (e) Employees may file a written request to view their personnel file in the presence of an authorized Company representative. Such request will be granted within 5 (five) working days. A Union representative may attend at the request of the employee.
- (f) No disciplinary measure in the form of a notice of discipline, suspension, or discharge, or in any other form shall be imposed on any employee without sufficient, just and reasonable cause. Discharge shall be handled in accordance with Article 7.01.
- (g) The Company, in the normal handling of discipline cases is not entitled to consider the discipline record of an employee beyond the previous twenty-four (24) months.

11.06 Any employee accepting a full-time appointment or elected position in the Amalgamated Transit Union, or any subordinate body thereof, shall be granted a leave of absence for the duration of such elected or appointed position. Such employee shall have his/her name retained on the seniority list, without loss of seniority. Under such circumstances an employee may continue coverage for the OMERS pension plan and the optional benefits coverages by contributing 100% of the required premiums. All benefits contained in the collective agreement may be purchased from the City at cost. On retirement from such office, the employee shall be given his/her former position with the Company, including seniority, provided such employee is qualified following completion of the normal retraining period required, to fill the former position.

### **Article 12 - Seniority**

- 12.01 (a) Seniority will prevail at all times in governing lay-offs, recalls, work sign-ups and vacation entitlement.
- (b) In the event of a reduction of the work force, covered by this Agreement, the Company shall apply the principle of "last on, first off" insofar as it is consistent with the Company's obligation to maintain an efficient and experienced work force. Following a lay-off, rehiring shall be executed conversely to the outlined lay-off procedure.
- (c) The Company shall endeavour, where possible, to give the Union a minimum of thirty (30) days notice of any permanent or temporary lay-off of five (5) or more regular employees.
- (d) When employees voluntarily change classifications or departments within the bargaining unit, they shall retain all continuous seniority earned in all departments for the purpose of layoff, pension, and vacation entitlement. Departments are defined as Maintenance and Operations. An employee who voluntarily changes their classification will be considered a new employee for wage rates only and

will follow the normal progression to the job rate. If an employee does not meet the requirements for the new classification hired into, or should an employee wish to return to their previous classification during the first 40-day calendar period, the employee will be returned to his previous classification and will maintain his accumulated seniority in his returning classification.

12.02 The Company shall prepare a seniority list on which the name and employment date of all employees covered by this Agreement shall be recorded. The Company shall post a copy of the list to Bulletin Boards in January of each year. Revisions and/or amendments to the seniority list shall be posted and forwarded to the Union prior to each sign-up.

12.03 In all cases of promotions within a Department (other than appointments to supervisory positions), demotions, lay-offs and assignments to senior shifts, preference shall be given to the employee with the greatest seniority, provided the employees concerned are, in the opinion of the Company, relatively equal in merit, skill, reliability and efficiency.

12.04 **An** employee shall be considered probationary for the first nine (9) months of active employment, during which time he may be released from the Company's service without recourse. After nine (9) months, if an employee is retained in the employ of the Company, he shall be placed on the seniority list and his seniority shall date back to the date his employment began. A probationary employee shall have the right to bid on an Operation crew or Maintenance shift at the time of sign-up in accordance with his/her length of service with the Company.

If a probationary employee is absent from work for any reason during their nine (9) month probationary period, or if the employee is unable to perform their full regular duties, the probationary employee's probationary employment will be extended by a period equal to the number of absent days and/or the number of days when the employee did not perform their full regular duties.

12.05 An employee's seniority and employment shall be terminated for any of the following reasons:

- (a) If the employee voluntarily quits;
- (b) If the employee is discharged and not reinstated pursuant to the grievance procedure or arbitration provisions of this Agreement;
- (c) If the employee has been laid off and fails to return to work in accordance with the following procedure. If the employee is not working elsewhere and is contacted personally, he/she must return to work within twenty-four (24) hours. If the employee is working elsewhere or cannot be contacted personally, he/she must return to work within seven (7) days of the receipt of registered notice to return.

Note: It shall be the responsibility of the employee to keep the Company advised at all times of his/her current telephone number and address of which shall be

processed in accordance with article 4.03.

- (d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence, or if he/she takes employment other than that declared and agreed upon when applying for leave of absence;
- (e) If an employee is laid off and not recalled to work for a period extending beyond twelve (12) consecutive months.
- (f) If an employee is absent in excess of twenty-six (26) weeks due to an illness or non-occupational injury and the employee is unable to meet the eligibility requirements of the Long Term Disability (LTD) Plan referred to in Article 22 of this Agreement.

12.06 The Company shall post a notice of all vacancies in each department, for a minimum of five (5) working days, to allow employees opportunity to make application for such positions. It is understood and agreed that the final right or decision, as to the appointment of any employee to a posted position, is the sole and exclusive responsibility of the Company.

12.07 When an employee is transferred to a position within the City which is outside of the bargaining unit, with the exception of the modified work plan, they shall retain their seniority within the bargaining unit for a period of up to six (6) months. During the six (6) month period the employee shall pay union dues and assessments.

The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period. Thereafter, the employee may return to the bargaining unit without seniority provided there is a vacancy in the classification the employee is returning to.

12.08 Once seniority has been established, the company recognizes that the union has sole discretion with respect to administering the provisions of Article 12.

12.09 Employees on LTD, W.I., or an unpaid LOA must pay union dues. Refusal to pay union dues will jeopardize the employees' seniority entitlement.

### **Article 13 - Safety and Health**

13.01 There shall be a safety committee composed of three (3) nominees from the Company and three (3) from the Union who shall meet periodically to investigate and discuss matters related to the safety and health of all employees. Such meetings shall be as required, but not less often than once a month. Any results from these meetings shall be forwarded to the Union and the Company.

- (a) The Company will respond to all recommendations put forward by the Joint Health and Safety Committee as set forth in Article 13, no later than 30 days from the date that the Minutes have been received.
  - (b) The Company acknowledges that employees are responsible for the safe operation of Company vehicles, and it is expected that all employees will comply with the Highway Traffic Act.
- 13.02
- (a) All employees covered by this Agreement are required to comply with Provincial Government requirements for medical examinations regarding licencing. The cost of such medical examinations will be borne by the employee who will also be responsible for arranging the appointment. Any loss of earnings as a result of attending and arranging these exams must be borne by the employee. Employees who, as a condition of continued employment, require a medical examination for the renewal of a required driver's licence will be provided with an allowance of one hundred dollars (\$100) in the year that such a renewal is required. Such allowance will be paid either by June 30<sup>th</sup> or December 31<sup>st</sup> whichever date occurs after their licence has been renewed.
  - (b) Any employee covered by this Agreement who in the opinion of the Company has attendance or work performance problems which may be the result of a medical condition, may be required to undergo a complete medical examination as a condition of continued employment in order to determine their fitness to carry out assigned duties. The cost of such examinations shall be borne by the Company and the employees shall not suffer any loss of regular earnings for the day while attending medical appointments. The Company shall arrange such medical appointments on the employee's regular working day.
  - (c) Where an employee, in complying with the above provisions, is found unfit to carry out his/her duties, such employee may request re-examination by a qualified medical doctor of his/her choice. The cost of re-examination shall be borne by the employee.
  - (d) If a difference of opinion occurs as to the employee's Condition, the employee shall be referred to a medical specialist for further examination. The medical specialist will be mutually agreed upon by the Company's and the employee's medical doctor. The decision of the medical specialist shall be final and binding on all parties involved.
  - (e) The cost of the medical specialist referred to above shall be paid by the Company.
  - (f) The medical appointment [13.02(b)] will be set up by the Company within ten (10) days after the initial discussions with the employee.

If the employee is found to be unfit for duty, the employee should apply for W.I.

Should the employee dispute the medical findings and wishes to proceed with 13.02 c & d), the appointments and findings should be completed within twenty (20) days after the initial medical examination.

If the issue is not resolved within the time frame, the Company will make up the difference in wages between W.I. and the employee's regular earnings until the issue is resolved.

The difference of wages will be paid from the initial medical appointment, however, should the employee be found unfit by the specialist, the money paid out by the Company will be recovered from the employee.

- (g) If the employee is found fit by the Medical Specialist(d), the employee will be reimbursed for the medical re-examination cost ( c ) and the three day waiting period prior to W.I. payment.

13.03 In the case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, which results in the employee losing time, the Safety Officer and the Safety committee shall be notified for the purpose of investigating the cause of the injury and to recommend corrective measures.

13.04 In accordance with the ONTARIO HEALTH AND SAFETY ACT, the revised Statutes of Ontario, 1980, Chapter 321, as amended, the Company agrees to ensure that all industrial equipment shall be maintained in a safe operating condition.

13.04 (a) Upon receipt of appropriate medical documentation, to be reviewed by the City's Medical Consultant, the Company agrees to supply one (1) pair of anti-vibration gloves annually to employees classified as Mechanic, Bodyman or Mechanic Helper

13.05 The Company shall indemnify and defend its employees for liability arising out of acts or omissions done or made by them in their capacity as an employee. The only exception to this coverage is conduct which is criminal or malicious in nature and results in a conviction.

#### **Article 14 - Uniforms, Work Clothing, Tool & Cleaning Allowance**

14.01 Upon completion of the probationary period and upon acceptance as a full-time employee, an Operator shall be issued a standard Transit uniform, thereafter the Company shall endeavour to supply a new uniform every twelve (12) months on or before the anniversary date of each operator.

14.02 (a) The standard Transit uniform shall consist of

- 1 tunic or Springjacket. Effective for the 2000 uniform issue, Spring Jacket will become Spring Jacket - City Style
- 2 pairs of trousers - summer or winter weight (Note: employee may choose two extra trousers in lieu of tunic after their first uniform issue only).
- 5 shirts (choice of L.S. or S.S.)
- 3 ties
- 1 cap (every two years optional). Effective for the 2000 uniform issue, cap will become Cap - choice of winter cap or baseball cap
- 1 sweater vest (L.S. or N.S.)
- 1 nylon parka or long dress top coat (every two years)

Female Operators may have the choice of skirts or female-designed slacks.

- (b) The Company will provide a Dry Cleaning Allowance of three hundred dollars (\$300) dollars per year for Operations Department employees. The allowance will be calculated on the basis of active employment i.e. for every month of inactive employment the allowance will be reduced by 1/12th. Payment will be made on or before October 31st, of each succeeding year.

Effective October 1, 2003, the allowance will be increased to three hundred and twenty-five (\$325) dollars and effective October 1, 2004, the allowance will be increased to three hundred and fifty (\$350) dollars.

- 14.03 All last issued uniform clothing and accessories supplied at the Company expense shall remain Company property and shall be recoverable on demand. Should a Driver leave the employment of the Company, all uniform items and accessories (i.e. badge, punch, etc.) must be returned *dry* cleaned to the Company prior to issuance of the employee's final pay cheque.
- 14.04 In the event that any item of clothing or any accessory should become unserviceable or unsatisfactory in appearance due to negligence or abuse on the part of the employee to whom it was issued, the Company shall provide replacement therefor at such employee's expense.
- 14.05 The Company may, if it desires, provide a new employee, at no cost, with a clean used uniform or part(s) thereof and such new employee shall attend, as directed, to have any alterations required, at no cost to the employee.
- 14.06 Replacement or additional articles of clothing may be purchased from the Company at cost.

14.07 (a) Maintenance employees and servicemen shall be supplied up to five (5) clean changes of coveralls per week. Such coveralls are the property of the Company and shall only be worn during working hours. When new coveralls are provided they ~~will~~ not be distributed to employees during the months of May, June, July and August.

(b) Upon the completion of the probationary period and upon acceptance as a full-time employee, a maintenance employee shall be issued the following ready-made work clothing:

- 4 shirts
- 1 blue jacket and 1 Springjacket. Effective for the 2000 clothing issue, Spring Jacket becomes Spring Jacket - City Style
- 2 pairs of trousers
- 1 sweater (choice of S.S. or L.S.)
- 1 parka (choice of cloth or nylon)

Employees unavailable for more ~~than~~ 4 weeks during measuring will not receive their issue unless they appear for measuring or arrange with the supplier through the Company to be measured on his/her overtime at the convenience of the supplier.

(c) The Company shall each year on or before July 1, supply at Company's expense, ready made work clothing to maintenance employees consisting of:

- 4 shirts
- 1 blue jacket or 1 Springjacket. Effective for the 2000 clothing issue, Spring Jacket becomes Spring Jacket - City Style
- 2 pair trousers
- 1 sweater (choice of SS or LS)
- 1 parka (Choice of cloth or nylon)

Under this provision the Company will permit employees to obtain new items of clothing on the following basis:

- 2 shirts for 1 jacket or 1 pair trousers
- 1 jacket for 2 shirts or 1 pair trousers
- 1 pair trousers for 2 shirts or 1 jacket
- Once every three years, one **pair** of insulated coveralls and one winter hat will be provided to employees in the Mechanic and Building & Route classifications.
- Effective April 1, 2000, once every three (3) years, one pair of winter weight lined trousers will be provided to employees in the General Service Person classification.

14.07 (d) Upon completion of the probationary period and by July 1st of each year the Company will provide, through the Company's shoe supplier, a one hundred and five (\$105) dollar credit once per contract year towards the purchase of one pair of



green patch safety boots/shoes, CSA approved.

- 14.08 (a) All last issued work clothing and accessories supplied at the Company's expense shall remain Company property and shall be recoverable on demand. Should a maintenance employee leave the Company, all last issued clothing items and accessories must be returned to the Company prior to issuance of the employee's final pay cheques.
- (b) In the event that any item of clothing or accessory should become unserviceable or unsatisfactory in appearance due to negligence or abuse on the part of the employee to whom it was issued, the Company shall provide a replacement item at such employee's expense.
- (c) Replacement or additional articles of work clothing may be purchased from the Company at cost.

14.09 Where necessary, maintenance and servicemen shall be provided with safety rubber boots, rain hats, coats, gloves and parkas. Such clothing is the property of the Company and shall, with exception of parkas, only be worn at work and shall not be removed from the premises.

14.10 The Company will provide a tool allowance of five hundred and **fifty** (\$550) dollars per annum to all Mechanics and apprentices.

Effective April 1, 2003 the tool allowance will be increased to six hundred (\$600) dollars **per** annum, and effective April 1, 2004 the tool allowance will be increased to six hundred and fifty (\$650) dollars per annum.

To qualify for this allowance, each employee must provide, to management, a receipt of proof of purchase of appropriate tools. Payment will be made by separate cheque.

14.11 The Company shall supply all tools, deemed necessary by the Company, to be used by Building & Route Servicemen.

#### **Article 15 - Leave of Absence**

15.01 The Company may grant leave of absence to employees without pay and without loss of seniority providing:

- (i) All the requests for leave of absence are submitted in writing seven (7) working days prior to the date such leave is to commence;
- (ii) Where the request is for personal reasons, the leave is in the Company's opinion, for good and legitimate reasons and does not interfere with the efficiency of operations.
- (iii) The requested leave does not exceed thirty (30) calendar days in any one (1)

calendar year.

- 15.02 All approved leaves of absence shall be in writing. The Company may give special consideration to the provisions of Section 15.01 if, in its opinion, an emergency situation exists.
- 15.03 An employee granted a leave of absence in accordance with the provisions of this Article, shall not engage in any other employment during such leave unless authorized to do so in writing by the Company and the Union.
- 15.04 The Company shall grant leave of absence to employees, with normal pay and without loss of seniority to attend functions of the Union, providing:
- (i) that the requested leave does not exceed ten (10) days;
  - (ii) that not more than four (4) employees shall request such leave at any one (1) time;
  - (iii) that the leave is requested, in writing, at least one (1) week in advance of the date it is to commence;
  - (iv) that the approval of the Director of Transit or his Designate has been granted in writing;
  - (v) that the total leave of absence granted in accordance with this Section shall not exceed a maximum of twenty (20) manday leave per contract year.
- 15.05 A pregnancy/parental leave of absence shall be granted in accordance with the Employment Standards Act and regulations thereunder. The Company will pay 100% of its normal contribution for health and life benefits during approved maternity leave.
- 15.06 The Company may grant an employee leave of absence, not to exceed fifteen (15) months, if such employee's driver's licence is suspended. Consideration of any such leave shall depend on the seriousness of the offence and the employee's employment record. It is understood and agreed that the final right or decision to grant such leave of absence is the sole and exclusive responsibility of the Company.

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

- 16.01 (a) An employee shall be allowed a maximum of three (3) working days' leave with pay, to make arrangements for and to attend the funeral, in the event of the death of his/her:

Mother, Father, Spouse, Child, Sister,  
Brother, Mother-in-Law, Father-in-Law, Foster Parent

- (b) An employee shall be allowed a one (1) working day leave with pay, to attend the funeral, in the event of the death of his/her:

Daughter-in-law, Grandchild, Grandparent  
Sister-in-law, Son-in-law, Brother-in-law

- (c) The Company shall allow an employee one (1) concurrent additional working day's leave of absence, with pay, to attend the funeral of his/her immediate family, where such funeral is outside the Province of Ontario or three hundred (300) kilometres from Mississauga Ontario.

16.02 The Company may require proof of death under the provisions of this Article.

16.03 In complying with the provisions of this Article, the Company shall pay the employee, granted such leave, for normal working hours lost only, and all leave shall end on the day of the funeral, however, an employee may, by written request, be granted additional leave without pay.

16.04 Where an employee is on vacation and would, but for being on vacation, be entitled to bereavement leave, the employee will be granted the applicable bereavement leave period which will be added to and commence immediately upon conclusion of the employee's vacation.

16.05 Subject to exigencies of services, the Company shall grant two (2) union officers time off their regular shift to attend the funeral service of a Local 1572 fellow employee or retiree of Local 1572. Such time off shall be without loss or regular pay.

### **Article 17 - Jury Duty**

- 17.01 (a) If an employee is called for jury duty, or summoned as a witness to attend in any court or other legal proceeding except an arbitration hearing held under the terms of this Collective Agreement, the parties agree that the hours spent in the Court or other adjudicative body will be treated as hours worked and that the Company will rearrange, where necessary, the employee's hours of work for the day of leave in order to ensure that an employee has a proper period of rest before or after the appearance. If an adjustment is required, the employee's shift will be deemed to commence at the time the employee is due in court as verified by the court summons or other document and the shift will be deemed to end 8 hours thereafter.

- (b) Where an employee is required to be in court for at least five hours in any day, this will be considered a full day of work and he will be entitled to 8 hours pay. If any employee attends court for less than 5 hours he will be required to report back to work for an additional period of time to complete the 8 hour day.
- (c) Travel time to the transit terminal as may reasonably be required will be included in the calculation of the 8 hour day, and without limiting the generality of the foregoing, the following times will be provided:
  - (i) 30 minutes from Provincial Court (Civil or Criminal) at 424 Hensall Circle, Mississauga;
  - (ii) 45 minutes from the District Court, 7755 Hurontario Street, Brampton OR Tom Provincial Court (Criminal Division), 141 Clarence Street, Brampton;
- (d) Where the combination of time worked, time spent in court and travel time exceeds the total of 8 hours in any day, the amount of time beyond 8 hours will be paid at the appropriate overtime rate.
- (e) Transit staff are required to instruct all employees who attend court to obtain a certificate from the clerk of the court or the lawyer who caused the summons to be issued, which will verify the exact times of their court attendance.
- (f) No compensation will be payable to any employee who is required to attend court on his off day.
- (g) In consideration of the payments being made above, each employee will also be required to refund to transit, any payment he received from the court, excluding any allowance for meals or travelling expenses.

**Article 18 - Statutory and Designated Holidays**

18.01 The following days shall be recognized as Statutory or Designated Holidays for the purposes of this Agreement:

New Year's Day  
Thanksgiving Day

Labour Day  
Victoria Day

Good Friday  
Christmas Day

Dominion Day

Boxing Day

Civic Holiday

- 18.02 (a) If the appropriate governmental authority provides an additional paid Statutory Holiday, during the term of this agreement, the Statutory and Designated Holidays section of Article 18 shall be amended to provide such holiday.
- (b) In addition to the above, the Company shall provide, in each calendar year, 2 floating paid holidays provided the employee has completed the probation period referred to in Article 12, Section 12.04. Each employee shall request the day, to be observed as the floating holiday, thirty (30) days in advance of the day to be taken. All Floaters must be taken by January 31st of the year following the year in which they (the Floaters) are earned or the employee will forfeit the day(s).
- 18.03 Employees covered by this Agreement, subject to the conditions below, shall be entitled to eight (8) hours regular pay, excluding all premium rates, for any of the above holidays:
- (a) Provided the employee was not at work due to absence recognized by the WSIB; an official State of Emergency declared by the City of Mississauga; a Bereavement Leave as defined in Article 16.01; on a single day approved unpaid leave of absence on the day before or after the statutory holiday; reporting late for work up to one hour, or provides medical documentation which clearly states the medical restrictions that prevented the employee from attending work.
- 18.04 The Company, the Union and the employee recognize that service to the public is essential and, therefore, agree it shall be necessary that sufficient qualified employees work on the holidays, referred to herein, to permit satisfactory operations.
- 18.05 A special sign-up shall be posted a week in advance of the holiday to be observed, to determine the employees working on the Statutory or Designated holiday. If sufficient employees do not sign to cover the work available, employees with the least seniority shall be assigned to complete the required crews.
- 18.06 An employee required to work on any of the Statutory or Designated holidays specified above shall be paid at time and one-half (1-1/2) his/her regular hourly rate for all hours worked.
- 18.07 If any of the Holidays referred to in this Article are renamed they shall be recognized under the terms of this Agreement, but under no circumstances shall the total number of paid holidays exceed twelve (12) during each year of this Agreement.
- 18.08 Any of the Statutory or Designated Holidays that fall on an employee's day off, but for a

vacation day, will be recorded by the Company as an unpaid lieu day under the employee's name.

#### Article 19 - Vacation with Pay

19.01 An employee covered by this Agreement shall be entitled to an annual vacation with pay, calculated on the previous calendar year's gross earnings, and based on their employment anniversary date, as follows:

- (a) An employee who has completed more than one (1) year of service based on his anniversary date shall be entitled to two (2) weeks vacation and shall receive vacation pay on the basis of four per cent (~~4%~~) of the previous year's gross earnings.
- (b) An employee who has completed two (2) years of service based on his anniversary date, shall be entitled to three (3) weeks vacation entitlement and shall receive vacation pay on the basis of six per cent (6%) of the previous calendar year's gross earnings.
- (c) An employee who has completed ten (10) years of service based on his anniversary date, shall be entitled to four (~~4~~) weeks vacation entitlement and shall receive vacation pay on the basis of eight per cent (8%) of the previous calendar year's gross earnings.  
Effective for the January, 2004 vacation year, four (4) weeks of vacation will be granted after nine (9) years of service.
- (d) An employee who has completed seventeen (17) years of service based on his anniversary date shall be entitled to five (5) weeks vacation and shall receive vacation pay on the basis of ten per cent (10%) of the previous calendar year's gross earnings.  
Effective for the January, 2004 vacation year, five (5) weeks of vacation will be granted after sixteen (16) years of service.
- (e) An employee who has completed twenty-five (25) years of service based on his anniversary date, shall be entitled to six (6) weeks vacation entitlement and shall receive vacation pay on the basis of twelve per cent (12%) of the previous calendar year's gross earnings.  
Effective for the January 2004 vacation year, six (6) weeks of vacation will be granted after twenty-four (24) years of service.
- (f) New employees who have not completed one year of service, but who will be entitled to vacation during the calendar year, may have to select a vacation period prior to their Anniversary date.

19.02 Upon completion of three (3) years service with the Company, an employee shall be

permitted to request once in every four (4) year period, a carryover of vacation entitlement subject to the following conditions:

- (a) The request must be in writing and presented to the Department Director. The request must be made at the time of the Vacation Sign-up in the year prior to the Vacation Sign-up for the year in which the accumulation is desired.
- (b) The employee may carry forward any portion of a year's vacation entitlement subject to the Company's approval.
- (c) The request must be approved by the Department Manager in both Vacation Sign-up periods referred to in Part (a).
- (d) The number of employees on vacation at one time will not exceed the normal vacation quota for the period.
- (e) No carry over of vacation pay will be permitted under this provision.

19.03 The Company, the Union and the employees recognize that service to the public is essential and, therefore, it is necessary that the Company determine the number of employees off on vacation at any one (1) time.

19.04 The Company shall post separate vacation sign-up schedules in the Operations and Garage Departments on or before October 1st of each year to determine the allotment of vacation entitlement. The sign-up procedure shall be as follows:

- (a) The sign-up requesting a specific vacation period, in accordance with the employee's entitlement, shall commence on November 1st of each year;
- (b) In recognition of seniority, employees shall be allotted a date and time to sign his/her vacation preference.
- (c) Where an employee fails to sign on or before the allotted time, such employee's name shall be by-passed and the allotment of vacation entitlement shall be made from dates remaining at the time the employee reports for sign-up;
- (d) Employees shall be required to sign-up for a minimum of one (1) week's vacation entitlement at any one (1) time, When an employee's entitlement is less than one week, such employee shall be required to take his/her full entitlement.
- (e) Effective with the vacation sign-up, a separate vacation sign-up will be held for Rebuild Shop employees in the Maintenance Division.

19.05 Where a paid holiday as outlined in Article 18.01 above falls during an employee's vacation, the employee may request an extra day of vacation with pay, in lieu of the paid

holiday. Such day must be requested in writing on an approved form provided by the Company prior to the employee's vacations and will be subject to approval of the Department Manager.

- 19.06 The Company shall continue to issue vacation pay benefits, on request, and separate deduction summaries, in accordance with the present system. Vacation pays will not be issued prior to pay number two (2) of each year other than those employees who actually will be taking their scheduled vacation.
- 19.07 In the event of termination of employment, for any reason whatsoever, the terminating employee shall receive his/her full vacation pay credits accrued since the last day upon which vacation pay was calculated.
- 19.08 An employee who is off work and receiving Workers' Compensation due to an injury suffered while in the employ of the Company, or who is absent due to a certified illness, in excess of ten (10) working days, at one (1) time, shall have such time off counted as time worked for the purpose of computing vacation pay at the applicable rate for the next vacation period only. In order to qualify for this provision, an employee must work a minimum of one hundred and twenty (120) days during the vacation calculation period.

## **Article 20 - Hours of Work**

- 20.01 Except when an Act of God prevents the normal operation of the Company, an employee who reports for work on his normal shift shall be guaranteed eight (8) hours pay at his appropriate hourly rate. Employees who report for work late or who take time off for any reason, shall not be entitled to the guarantee.
- 20.02 (a) The normal hours of work for all employees covered by this Agreement shall be eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.
- (b) Employees required to work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked in excess of eight (8) in any one (1) day, or forty (40) in any one (1) week.
- (c) Work performed on an employee's assigned day of rest shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate, provided; such employee works his/her regularly scheduled work week. Work on the employee's day of rest shall be on a voluntary basis, provided that sufficient experienced employees are available to perform the required work. Where sufficient experienced employees are not available, experienced employees with the least seniority shall be assigned the work.
- (d) Maintenance Department employees shall be entitled to one (1) paid fifteen (15) minute break period for each half of an eight hour shift and one (1) ten (10) minute personal wash up period to be observed before the completion of the shift.



- 20.03 (a) During any week in which a Statutory or Designated Holiday occurs, as contained in Article 18, Section 18.01, the weekly limit as defined above shall be reduced to thirty-two (32) hours. In the case of two (2) Statutory Holidays occurring in any one (1) week, the weekly limit shall be reduced to twenty four (24) hours.
- (b) Time worked on a Statutory or Designated Holiday, for which the employee is paid time and one-half (1-1/2) shall not be counted for the purpose of calculating weekly overtime,
- 20.04 (a) Employees required to work on a Sunday shall be paid the following premium rates per hour in addition to their regular hourly rate. Effective April 1, 2003, the Sunday Premium Rates will be increased to half time rates. The Sunday Premium Rates follows:

<u>Classification</u>	Effective Oct. 1 <sup>st</sup> <u>2002</u>	Effective Apr 1 <sup>st</sup> <u>2003</u>	Effective Oct 1 <sup>st</sup> <u>2003</u>	Effective Sept 30 <sup>th</sup> <u>2004</u>	Effective Oct 1 <sup>st</sup> <u>2004</u>
General Service	\$4.56	\$9.13	\$9.36	\$9.36	\$9.59
Subway Cashier	\$4.63	\$9.25	\$9.48	\$9.48	\$9.72
Building & Route	\$4.79	\$9.58	\$9.82	\$9.82	\$10.07
Mechanic's Helper	\$4.79	\$9.58	\$9.82	\$9.82	\$10.07
Mechanic/Bodyman	\$6.44	\$12.88	\$13.51	\$13.51	\$13.85
Operator	\$5.55	\$11.09	\$11.37	\$11.54	\$11.83
Probationary Operator					
1-6 Months	\$4.44	\$8.87	\$9.09	\$9.23	\$9.47
7-12 Months	\$4.99	\$9.98	\$10.23	\$10.39	\$10.65

- 20.04 (b) Employees required to work in excess of eight (8) hours on a Sunday shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate.
- 20.05 Employees called back to work after the regular designated punch out time shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) their regular hourly rate.
- 20.06 (a) It is understood and agreed that overtime work shall, insofar as it is practical to do so, be allocated daily and weekly on a seniority basis.
- (b) Employees shall not be required to lay-off during regular assigned hours in order to absorb overtime. A minimum of eight (8) hours will be paid to employees when asked to cover a complete assigned shift.
- (c) An employee shall not be required or volunteer to work an additional shift until such time as he/she has a rest-break of at least eight (8) hours following the completion of his/her last assignment, with the exception of the effective day of a new sign-up period.

- 20.07 (a) The parties, hereto, agree that separate sign-ups shall be posted for bid at maximum intervals, every eight (8) weeks in the Operations and Maintenance Departments. Employees shall be assigned to the crew of their choice in accordance with their seniority.
- (b) The procedure to be followed, with regard to sign-ups, during the term of this Agreement, shall be the existing procedure as posted, unless changed by mutual agreement. No regular sign-up period shall start two (2) weeks in either direction of Christmas Day. The parties agree that separate sign-ups shall be posted for during the Christmas/New Year's period, when a two (2) week selection shall be made. Vacation quotas shall be adjusted accordingly during this period to reflect service/workforce requirements.
- (c) It is further agreed that all new schedules shall commence on the beginning of the closest pay period.
- 20.08 All split shifts shall be completed within twelve (12) hours and one (1) minute of their daily starting time. For time worked in excess of ten hours and thirty one minutes an allowance of one quarter time for a total of one and one quarter times the hourly rate will be paid.
- 20.09 In the event a vacancy occurs caused by a termination, voluntary or otherwise, on a crew, such vacancy shall be posted on the sick relief sign up.
- 20.10 Operators shall be supplied transportation to and from relief points and the garage.
- 20.11 (a) Operators shall be provided with ten (10) minute reporting allowance to: Report in, draw and prepare required documents, prepare vehicle for schedule departure and return all documents. When required to work split shifts, an additional ten (10) minutes reporting allowance for the second part of the split shift will be allowed.
- (b) Report time will be paid at regular hourly rates and the time will not be calculated as part of the scheduled hours as referred to in Article 20.02 (b).

## **Article 21 - Temporary Help**

- 21.01 The Company may use temporary persons for vacation fill-ins, absenteeism and for emergency purposes, but such persons shall not be used to deprive regular employees of their normal hours of work, nor shall they be used to an extent where it would deprive the gainful employment of a regular employee provided such is available. The Company shall not use temporary employees as Operators before discussions are held with the Union.

21.02 Temporary persons shall receive one dollar (\$1.00) per hour less than the maximum rate in the classification hired into, but are otherwise not covered by the terms of this Agreement. Such employees shall pay the regular monthly Union dues.

**Article 22 - Group Insurance Plan**

The parties agree that should the City provide, to other employee groups other than fire, health and life benefits of the type described in Article 22 of the Collective Agreement, but for Articles 22.01 (f) and (h), during the period between October 1, 2002, and September 30, 2005, which constitute a revision to the benefits such as major medical or dental then, the Company shall meet with the Union Executive for the purpose of providing the union with the details of the revisions and allow the union the opportunity of having such revisions granted in their entirety to their union members.

22.01 The Company shall pay the full cost (100% of premiums) to provide the following benefits, providing the employee completes the necessary application cards and meets all eligibility requirements for enrollment:

- (a) Ontario Hospital Insurance Plan;
- (b) Extended Health Benefit Plan including semi-private hospital insurance coverage under the group policy and the following:
  - Vision Care - with a benefit of three hundred (\$300) dollars per person per family once every 2 years.
  - Hearing Care - with a benefit of three hundred (\$300) dollars per person per family once every two (2) years.
- (c) Group Life Insurance Plan with coverage equal to two (2) times the employee's salary to the next highest multiple of one (1) thousand up to a maximum of \$400,000.00.
- (d) An Accidental Death and Dismemberment Benefit equal to two (2) times the employees salary to the next highest multiple of one (1) thousand up to a maximum of \$400,000.00.
- (e) A paid-up Life Insurance policy of two Thousand Dollars (\$2,000), upon approved retirement after five (5) years continuous service with the Company;
- (f) A Weekly Indemnity Plan providing benefits for a maximum of twenty-six (26) weeks. Effective January 6, 2003 the Weekly Indemnity Benefit rates will increase to 85% of the applicable regular hourly rate as follows:

<u>Classification</u>	Effective Oct. 1 <sup>st</sup> @ 75% <u>2002</u>	Effective Jan. 6 <sup>th</sup> @ 85% <u>2003</u>	Effective Oct. 1 <sup>st</sup> @ 85% <u>2003</u>	Effective Sept 30 <sup>th</sup> @ 85% <u>2004</u>	Effective Oct 1 <sup>st</sup> @ 85% <u>2004</u>
General Service	\$548	\$621	\$636	\$636	\$652
Subway Cashier	\$555	\$629	\$645	\$645	\$661
Building & Route	\$575	\$651	\$668	\$668	\$684
Mechanic's Helper	\$575	\$651	\$668	\$668	\$684
Mechanic/Bodyman	\$773	\$876	\$918	\$918	\$941
Operator	\$665	\$754	\$773	\$785	\$804
Probationary Operator					
1-6 Months	\$532	\$603	\$618	\$628	\$644
7-12 Months	\$599	\$679	\$696	\$706	\$724

Income tax will be deducted from the foregoing weekly benefit rates by the insurance carrier prior to issuance.

Benefits are payable beginning with the first day of disability caused by non-occupational accident and the fourth day of disability caused by illness. Effective January 6, 2003 the first three days of an illness claim will be paid in the same manner as is currently the case for an accident claim.

Effective January 6, 2003, any employee eligible for Weekly Indemnity Benefits, who *is* employed in a modified work program will be compensated on the basis of 90% of their applicable regular hourly rate

22.01 (g) A Preventative Care Dental Plan will be provided with the ODA Schedule of Fees being increased each **April 1<sup>st</sup>** when the previous year's ODA Schedule of Fees will be implemented.

- Effective April 1, 2003 - 2002 ODA Fee Schedule Rates
- Effective April 1, 2004 - 2003 ODA Fee Schedule Rates
- Effective April 1, 2005 - 2004 ODA Fee Schedule Rates and for each April 1<sup>st</sup> thereafter, the previous year's ODA Fee Schedule will go into effect.

Denture coverage and root canals to be 100% paid for by the Company.

22.01 (h) A Long Term Disability Plan, as outlined in the Master Policy with a twenty-six week elimination period and benefits payable to age 65. Benefit level to be sixty-six and two thirds percent (66-2/3%) of employee's normal earnings.

(i) Each employee will be provided with an out of the country extended benefit plan equivalent to a Blue Cross World Assistance Card Plan.

- (j) Employees retiring on an OMERS pension after ten (10) years of service will be offered coverage to age 65 for the following:

**Life Insurance** - \$10,000 maximum coverage, 66-2/3% employer paid;

**Major Medical** health coverage similar to that for active employees not including private ward coverage or out of country coverage.

**Reimbursement** will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year; 100% employee paid

**Basic** dental coverage similar to that for active employees.

**Reimbursement** will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year. There is a \$25 single and \$50 family deductible on this coverage.

**Optional Major Restorative/Orthodontic** dental coverage similar to that for active employees. Reimbursement will be as per active employees.

- (k) Employees with at least 10 years of full time service with the Company who are 55 or older and not eligible for an unreduced pension will be eligible to apply for the following early retirement benefits coverage upon acceptance of an OMERS retirement pension.

Coverage is for a maximum of 10 years or until age 65, whichever occurs first.

The full premium cost for coverage will be paid by the employee.

The coverage will consist of:

1. Major Medical health coverage similar to that for active employees not including private ward or semi private ward coverage or out of country coverage.  
Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year. There will be no \$25 annual deductible on this coverage.
2. Basic dental coverage similar to that for active employees.

Reimbursement will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.

Optional Major Restorative/Orthodontic dental coverage similar to that for active employees. Reimbursement will be as per active employees.

- (l) If during the term of this agreement (October 1, 2002 to September 30, 2005), additional retiree benefits are provided to non union employees, the City shall simultaneously provide such improved benefits to members of the Union.

22.02 The Company will provide the following options to the Group Insurance Plan.

- (a) Additional units of \$10,000 of Life Insurance coverage. All additional amounts will be subject to evidence of insurability. Additional amounts are paid by the employee.
- (b) Survivor income benefit. Employees presently covered for the benefit may continue to do so if they wish.
- (c) The Transit Department will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those employees who desire such coverage. The coverage will be subject to the various restrictions, deductibles, etc., offered under the previous Option #1, as per the Master Insurance Policy.
- (d) Dependent Group Life Insurance - fully employee paid.

22.03 Newly hired employees shall qualify for the above coverage after the following service:

- (a) Three (3) months for Weekly Indemnity.

- (b) Two (2) months for all other coverage except LTD which requires six (6) months of service.

22.04 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12ths) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

22.05 The Company agrees that copies of the Health and Life Master Insurance policies will be provided to the Secretary of the Local not later than January 31st of each calendar year. In addition, copies will also be provided following any change in insurance carriers.

**Article 23 - Classification and Rates of Pay**

23.01 The following classifications and rates of pay shall apply during the term of this Agreement:

<u>Classification</u>	Effective October 1 <sup>st</sup> <u>2002</u>	Effective October 1 <sup>st</sup> <u>2003</u>	Effective Sept. 30 <sup>th</sup> <u>2004</u>	Effective October 1 <sup>st</sup> <u>2004</u>
General Service	\$18.25	\$18.71	\$18.71	\$19.18
Subway Cashier	\$18.50	\$18.96	\$18.96	\$19.43
Building & Route	\$19.16	\$19.64	\$19.64	\$20.13
Mechanic's Helper	\$19.16	\$19.64	\$19.64	\$20.13
Mechanic/Bodyman	\$25.75	\$27.01	\$27.01	\$27.69
Operator'	\$22.18	\$22.73	\$23.08	\$23.66
Probationary Operator:				
1 - 6 months	\$17.74	\$18.18	\$18.46	\$18.93
7 - 12 months	\$19.96	\$20.46	\$20.77	\$21.29

23.01 NOTE: Apprentice Mechanics shall be paid the applicable hourly rate in accordance with present Company policy and procedures.

23.02 Operators shall be required to assist in the training of new Operators with on-the-job instructions. A premium of sixty-five (65) cents per hour shall be paid to the Operator who is instructing the trainee.

23.03 The Company may select certain employees to act as Lead Hands who shall receive a sixty (60) cents per hour premium for each hour while performing certain supervisory type duties. These duties shall not include powers of disciplinary action nor will any reports from a lead hand be used to support disciplinary action.

23.04 An employee who is hurt while performing his assigned duties shall not suffer any loss in regular earnings on the day of the injury, provided medical treatment by an M.D. is received and the employee checks with his supervisor following such treatment. The provisions of

this Article apply for new injuries only.

- 23.05 In lieu of scheduled work breaks, each Operator and Subway Cashier will receive 40 hours of pay calculated on a yearly basis commencing on December 1st, and each year thereafter. The pay will be calculated on a weekly basis. If an Operator or Cashier is off work for three regular scheduled days out of the five regular scheduled work days for any reason (other than vacations, and the twenty Union man days as per Article 15.04, Section v), the 40 hours lieu pay per year will be reduced by the number of work weeks absent (1/52 per work week). The work break pay will be calculated according to the above formula with the payments being made within the first two weeks of December.

#### **Article 24 - Shift Premiums**

- 24.01 A shift premium of eight (80) cents per hour shall be paid to Garage employees for all shifts commencing at 3:00 p.m. or later.
- 24.01 Effective April 1, 2000, a shift premium of ninety (90) cents per hour shall be paid to garage employees for all shifts commencing between 11:00 pm. and 12:01 am.

#### **Article 25 - Pay Errors**

- 25.01 The Company agrees to adjust all pay errors, in excess of three (3) hours pay at regular rate within a forty-eight (48) hour period of being advised and confirming same, excluding Saturdays, Sundays and Statutory or Designated Holidays.

#### **Article 26 - Training Course**

- 26.01 The Company will permit selected Union, Maintenance employees to attend certain Company chosen and approved training courses that it deems suitable. Where tuition fees are involved, the employee will be responsible for their initial cost. However, they will become refundable upon presentation to the Company of documented successful completion of the training course. Where courses occur during the regular working day, the attending employee shall not suffer any loss of regular earnings, and the full cost of the training course will be borne by the Company, so long as tuition fees are not involved as referred to above.

#### **Article 27 - Complaints**

- 27.01 The procedure regarding the investigation of complaints from members of the public shall be as follows:
1. A complaint means a complaint received by the Company by any means including verbally, by telephone, in written or electronic form, from a member of the public regarding the inappropriate conduct of an employee.

2. After or as part of the investigation and prior to taking any disciplinary action, the Company may schedule an interview with the employee with the view of reaching a satisfactory resolution of the complaint.

The employee will be entitled to union representation at such a meeting and he/she shall be entitled to know the essential details of the complaint and the allegations contained therein, prior to the meeting and have an opportunity to discuss same with the union representative.

3. Should disciplinary action be deemed necessary by the Company, a disciplinary meeting will be scheduled with the employee and a Union representative. At this meeting, a copy of the complaint, with the identity of the complaint deleted, shall be made available to the employee and the Union.
4. Any incident reports required by the Company shall be completed by the employee in accordance with Article 31.01
5. The employee shall be notified of any discipline deemed necessary by the Company within 5 working days after the disciplinary meeting, excluding allegations of a criminal nature.
6. Customer complaints where no discipline is imposed shall not be placed in an employee's personnel file.
7. Tracking of customer complaints is necessary to determine performance problems with the view of correcting inappropriate and repetitive situations, through non-disciplinary counselling and the like. A record of all complaints received by the Company will be kept for a period of twelve (12) months. Beyond this period, a record will be **kept** of any complaint which disciplinary action has been taken by the Company.
8. Any attendance at a customer relations course, driver training course or counselling session, which is deemed necessary by the Company, as a result of a complaint where disciplinary action was taken is mandatory and will be scheduled on Company time.

#### **Article 28 - Successor Clause**

- 28.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event of the sale, transfer, or lease of the Company, or in the event the Company is taken over by sale, lessee, transfer, assignment, receivership or bankruptcy proceeding, such operations shall continue to be subject to the terms and conditions of the Agreement for the like thereof. The Company shall give notice of the existence of this Agreement to any purchaser, lessees, assignees, or in the event of a transfer etc. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.



**Article 29 - Cashier Allowance**

29.01 An allowance of two hundred and fifty dollars (\$250) per year will be paid to each Subway Cashier to defray float shortages. This allowance shall be reduced on a pro-rated monthly basis for employees who enter or leave this classification after December 1 and before November 30 of each year. Each cashier will be responsible to make up Within ten (10) working days, any shortages discovered during audits. Such allowance will be paid, by separate cheque, prior to December 15 of the current year.

**Article 30 - Change-offs**

30.01 The Company will attempt to have all vehicle change-offs performed by bargaining unit members. In the event such a member is not available, the change-off will be performed by a staff member.

**Article 31 - Accident Reports**

31.01 The Company will pay Operators who must complete accident reports for accidents involving a third *party* or personal injury up to 30 minutes at regular rate, if the accident report cannot be completed prior to the end of their assigned shift.

For all other accidents and incident reports, which cannot be completed prior to the end of their assigned shift, operators will be paid fifteen minutes at regular rate.

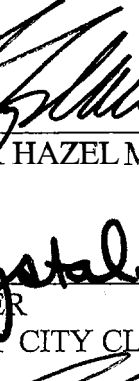
**Article 32 - Term of Agreement**

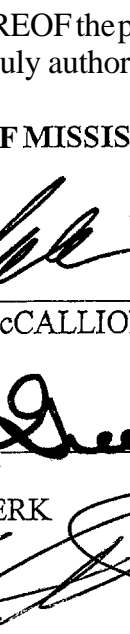
32.01 This Agreement shall become effective on the 1st day of October 2002 and shall remain in full force and effect until the 30<sup>th</sup> day of September 2005 subject to the provisions of Section 32.02 of this Agreement.


32.02 Either party to the Collective Agreement may send written proposals for amendment of the Agreement to the other **party** by registered mail within a period of ninety (90) days, but not less than sixty (60) days, prior to the expiry date of the Agreement. In the event that no such notice is given within the time specified herein, the Agreement shall continue in force and effect from year-to-year thereafter.

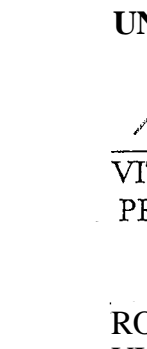
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed before their respective Officers duly authorized hereunder this **13** day of **August**, 2003.

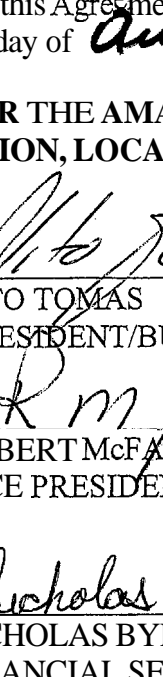
**FOR THE CITY OF MISSISSAUGA**

  
MAYOR HAZEL McCALLION


  
C. GREER  
DEPUTY CITY CLERK

  
M. POWELL  
COMMISSIONER, TRANSPORTATION  
& WORKS


  
W. C. CUNNINGHAM,  
DIRECTOR OF TRANSIT

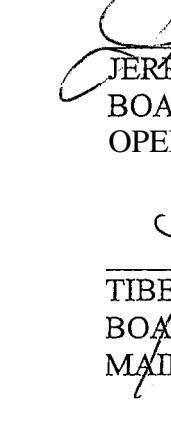
  
E. DRAYCOTT  
DIRECTOR OF HUMAN RESOURCES

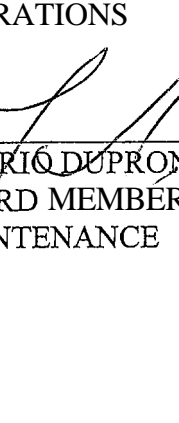
**FOR THE AMALGAMATED TRANSIT UNION, LOCAL 1572:**

  
VITO TOMAS  
PRESIDENT/BUISNESS AGENT

  
ROBERT McFARLANE  
VICE PRESIDENT

  
NICHOLAS BYE  
FINANCIAL SECRETARY/  
TREASURER

  
JERRY KEPKA  
BOARD MEMBER FOR  
OPERATIONS

  
TIBERIO DUPRONIO  
BOARD MEMBER FOR  
MAINTENANCE

(Ratified by the City of Mississauga  
(By-law **0280-2003**)

LETTER OF UNDERSTANDING

APPENDIX A

BETWEEN

MISSISSAUGA TRANSIT (The Company)

AND

Amalgamated Transit Union LOCAL 1572 (The Union)

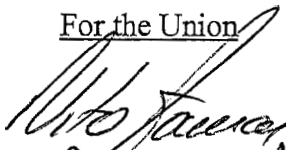
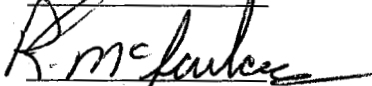
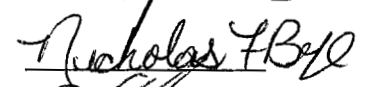
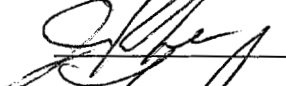
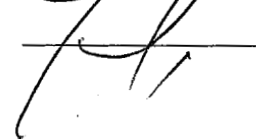
**Re: Articles 2.01, 21.01, 21.02 and 11.05**

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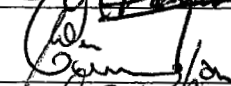
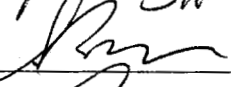
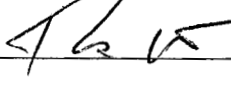
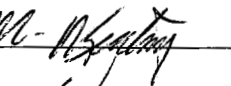
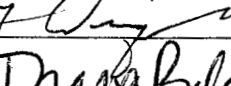
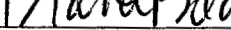
The Company agrees not to invoke Articles 21.01, 21.02 or 2.01 on a without prejudice or precedent basis during the term of the agreement from October 1, 2002 to September 30, 2005.

**Agreed to by:**

For the Union

For the Company

Dated, \_\_\_\_\_, 2003

BETWEEN

MISSISSAUGA TRANSIT (The Company)

AND

Amalgamated Transit Union Local 1572 (The Union)

This letter is to confirm the understanding reached between Mississauga Transit and Local 1572, A.T.U. concerning the following items of the Collective Agreement.

Heating/Defrosting of Buses

Heating and defrosting systems will be mechanically maintained so as to enable the heat level within all buses to remain at an acceptable level in relation to weather conditions.

Cleanliness of Bus Interiors

Within 60 days from the date of ratification, the Company will meet with the union to discuss the development of a standard of cleanliness for the driver's area of the bus and an implementation plan.

**Agreed to by:**

For the Union

*[Handwritten signatures for the Union: 5 signatures]*

For the Company

*[Handwritten signatures for the Company: 7 signatures]*

Dated \_\_\_\_\_, 2003

Letter of Understanding  
between

**APPENDIX C**

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

**RE: Replacement of Prescription Safety Lenses**

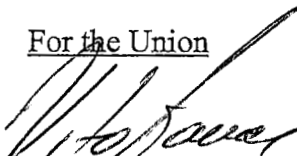
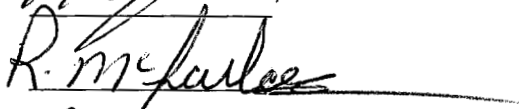
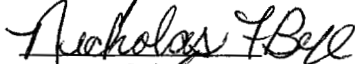
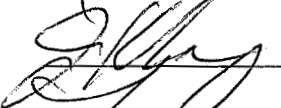
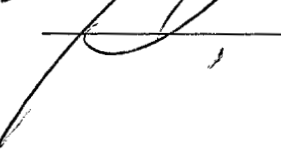
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This letter will confirm the understanding reached between the Company and the Union concerning the replacement of prescription safety lenses for employees in the maintenance department due to the nature of their employment duties. The parties agree that, effective upon the date of ratification of this Collective Agreement, maintenance employees may submit receipts to the Company, once every twelve month period, for the reimbursement of reasonable costs incurred by the employee for prescription safety lenses which are to be worn while working.

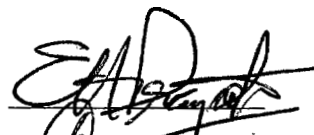
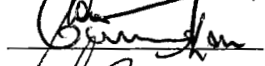

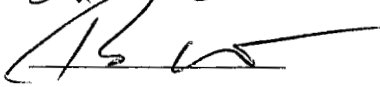
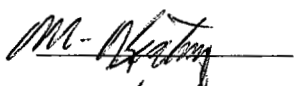
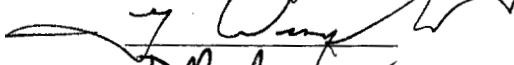

This arrangement will not affect entitlement to the Major Medical Program - Vision Care Benefit

**Agreed to by:**

For the Union

For the Company

Dated , 2003

between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

**RE: Shuttle Bus Hourly Rate**

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This letter will confirm the understanding reached between the Company and the Union concerning the establishment of an hourly rate for shuttle bus operations. The parties mutually agree that they will meet as soon as possible but not later than thirty (30) days following ratification of this Collective Agreement, for the purpose of completing discussions regarding the hourly rate of pay to be paid to shuttle bus operators

**Agreed to by:**

For the Union

For the Company

Dated , 2003

## DEFINITIONS

### AGREEMENT

A legal document which is binding on both Union and Management. In general, the document will contain the rights of both parties, grievance procedures, and administrative and financial obligations.

### APPRENTICE

A person, at least sixteen years of age, who has entered into a contract with the Ministry of Colleges and Universities and an employer under whom he is to receive training and instruction in a trade.

### BODYMAN

A member of the bargaining unit who possesses a valid Body Vehicle Repair Licence.

### BUILDING & ROUTE SERVICEMAN

A member of the bargaining unit engaged in the maintenance of bus routes, shelters terminals, buildings, and other related duties.

### CALENDAR YEAR

The period of time between January 1st and December 31st of a given year.

### CONTRACT YEAR

The period of time between the effective date of a contract and twelve continuous months' later (July 1, 1985 to June 30 1986; July 1, 1986 to June 30, 1987; July 1 1987 to September 30, 1987).

### CREW

One (1) complete work week, as detailed in the Sign-Up.

### GENERAL SERVICEMAN

A member of the bargaining unit engaged in the general maintenance of transit and other vehicles and related equipment.

### GRIEVANCE

A complaint or concern which has been reduced to writing.

### MAINTENANCE EMPLOYEE

A member of the bargaining unit employed in the Maintenance Department.

<u>MECHANIC</u>	A member of the bargaining unit who possesses a valid Motor Vehicle Repair Certificate.
<u>MECHANIC'S HELPER</u>	A member of the bargaining unit engaged in mechanical repairs, within the limits defined by the Department of Labour.
<u>OPERATOR</u>	A member of the bargaining unit who possesses a valid licence to operate a transit vehicle.
<u>POSITION</u>	The bargaining unit employee's job classification.
<u>RUN</u>	The travelled distance between the terminus points on a given route.
<u>SENIORITY</u>	A period of time that defines the length of service with the Company, and permits the individual to exercise the rights contained in the Agreement.
<u>SHIFT</u>	One (1) complete day of work, as detailed in the Sign-up.
<u>SIGN-UP</u>	The breakdown of work by shifts covering one work week, detailing specific hours of work and days' off, and effective for a stated period of time.
<u>SPLIT SHIFT</u>	A transit employee's shift which is not continuous.
<u>SUBWAY CASHIER</u>	A member of the bargaining unit employed at a subway station selling Transit fares and performing related duties.
<u>TRAVEL TIME</u>	The time interval from the terminal area to a starting or relief point and/or return.

These definitions were tentatively agreed to by the Amalgamated Transit Union, Local 1572, and by Mississauga Transit on June 8th, 1984.



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