

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE AMALGAMATED TRANSIT UNION

LOCAL 1572

Effective October 1, 2005

Expiry September 30, 2008

03774(11)

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 Director of Transit or his/her 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 for 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 even 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 be 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 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, an 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.

6.07 Upon resolution of a grievance between the Company and the Union, the Company shall, within fifteen (15) working days, implement the resolution.

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 11 - Union Representation

- 11.01 The Union shall appoint or otherwise select a committee of up to six (6) employees to represent the Union in meetings with the company concerning the negotiation or administration of the 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 eight (8) Stewards to be recognized by the Company at any one (1) time. 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.
- (h) During the term of this Collective Agreement, the Company will consider each suspension case to determine whether it is appropriate to:
 - i) suspend with pay
 - ii) suspend without pay
 - iii) reassign duties
- (i) Generally, discipline that is imposed shall be progressive in nature, save and except, discipline imposed as a result of a vehicle collision.

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, he/she shall retain their seniority within the bargaining unit for a period of up to nine (9) months. During the nine (9) 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 nine (9) 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 two safety committees: one (1) committee for the Malton garage, and one (1) committee for the Central Parkway garage and all other transit facilities. The committees shall be 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 equipment and it is expected that all employees comply with all legislation including 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 30th or December 31st 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 Company invokes Article 13.02 (b) through 13.02(f) for any employee, the employee shall not suffer any loss of regular pay. If the employee qualifies for W.I., the employee shall reimburse the company from the first day of qualification of W.I.
- (h) If the employee is found fit by the Medical Specialist (d) the employee will be reimbursed for the medical re-examination cost (c) in accordance with 22.01 (f).

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 32l, 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 (a) Regular Operators shall be issued a basic Transit uniform every twelve (12) months on or before their anniversary date.
- (b) Newly hired Operators shall be issued a full operator uniform consisting of 2 pairs of pants, 5 shirts, 1 sweater, 1 windbreaker, (2) ties (optional, year round), and one (1) 5 in 1 parka.
- 14.02 (a) The basic operator uniform shall consist of:

- 2 Pairs of pants (choice of cotton or polyester)
- 3 Shirts (choice of long sleeve or short sleeve)

Note: Female Operators will have a choice of skirts or pants

Following the first full year of employment, and on every anniversary date, each Operator will be allotted 100 points in addition to the above basic uniform items. Operators will be able to acquire additional quantities or items of uniform through the points system.

The following is the list of additional uniform items available and eligible to be acquired through the points system. Operators may also purchase additional items at cost.

Additional Items:

Golf Shirt	Baseball Cap
5 in 1 Parka	Winter Toque
Parka lining	Sweater (vest or cardigan)
Windbreaker	Tie (choice of clip-on or regular)
Shorts	

- (b) The Company will provide a Dry Cleaning Allowance of three hundred and

sixty dollars (\$360) 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, 2006 the allowance will be increased to three hundred and seventy dollars (\$370) and effective October 1, 2007, the allowance will be increased to three hundred and eighty dollars (**\$380**).

- 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 Replacement or additional articles of clothing may be purchased from the Company at cost.
- 14.06 (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) Regular maintenance employees shall be issued a basic maintenance uniform each year on or before July 1st.
- (c) Newly hired maintenance employees shall be issued 5 long or short sleeved T-shirts, 2 pairs of work pants and one (1) 5 in 1 parka.
- (d) The basic maintenance uniform shall consist of:
- 2 pairs of work pants
 - 3 T-Shirts (long or short sleeve)
 - 1 5 in 1 Parka

Following the first full year of employment and each year on or before July 1st, each maintenance employee will be allotted 100 points in addition to the above

basic uniform items. Maintenance employees will be able to acquire additional quantities or items of uniform through the points system. The following is the list of additional uniform items available and eligible to be acquired through the points system. Maintenance employees may also purchase additional items at cost.

Additional Items:

T- Shirt (long or short sleeve)	Winter Toque
Sweatshirt	Windbreaker
Parka lining	Baseball Cap

- (e) Once every three years, one pair of insulated coveralls or vest and one winter hat will be provided to employees in the Mechanic and Building & Route classifications.
 - (f) Once every three (3) years, one pair of winter weight lined trousers or vest will be provided to employees in the General Service Person classification.
 - (g) Upon completion of the probationary period and on July 1, 2006 the Company will provide, per annum, an annual safety boot allowance of one hundred and ten (\$110) dollars towards the purchase of one pair of green patch safety boots/shoes, CSA approved. This allowance will be increased to one hundred and twenty (\$120) dollars effective July 1, 2007, and one hundred and thirty (\$130) dollars effective July 1, 2008.
- 14.07 (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.
- 14.08 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.
- 14.09 The Company will provide a tool allowance of six hundred and fifty (\$650) dollars, per annum, to all Mechanics and apprentices. This allowance will be increased to seven hundred

(\$700) dollars effective April 1, 2006, to seven hundred and fifty (\$750) dollars effective April 1, 2007, and to eight hundred (\$800) dollars effective April 1, 2008.

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.

- 14.10 The Company shall supply all tools, deemed necessary by the Company, to be used by Building & Route Servicemen.
- 14.11 Employees who require Province of Ontario certification in the various motor vehicle repair fields will be reimbursed by the Employer fifty percent (50%) for each certification renewal fee for each of the two required Mechanic certificates, and the required Bodymen certificate, upon the employee presenting evidence of payment to the Province of Ontario per three (3) year period.

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 six (6) 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 thirty (30) days 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 twenty-four (24) months, if such employee's driver's licence is suspended. During the leave of absence the employee may apply for consideration to posted vacancies. The provisions of this clause may be exercised by an employee on one (1) occasion only.

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) kilometers from Mississauga Ontario.

If during the term of this Collective Agreement, the Corporation amends the bereavement policy for any City employee, save and except Fire, the policy in its entirety, will replace current article 16.01 if such amendments are desired by the Union.

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. 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 of 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 from 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	Labour Day	Good Friday
Thanksgiving Day	Victoria Day	Christmas Day
Canada 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 two (2) weeks in advance of the holiday to be observed, to determine th 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 nine (9) 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.
 - (d) An employee who has completed sixteen (16) 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.

- (e) An employee who has completed twenty-four (24) 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.
- (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 0day 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 st <u>2005</u>	Effective Apr 1 st <u>2006</u>	Effective Oct 1 st <u>2007</u>
General Service	\$10.00	\$10.43	\$10.85
Subway Cashier	\$10.13	\$10.56	\$10.98
Building & Route	\$10.49	\$10.93	\$11.36
Mechanic's Helper	\$10.49	\$10.93	\$11.36
Mechanic/Bodyman	\$14.76	\$15.21	\$15.66
Operator	\$12.31	\$12.81	\$13.32
Newly Hired Operator			
@ 60%	\$7.39	\$7.69	\$7.99
@ 80%	\$9.85	\$10.25	\$10.65
@ 90%	\$11.08	\$11.53	\$11.99

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, be allocated daily and weekly on an equal opportunity 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, 2005, and September 30, 2008, 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. Effective January 1, 2007 the benefit will increase to three hundred and twenty five (\$325), and will increase to three hundred and fifty (\$350) dollars effective January 1, 2008.
 - 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. WI benefits will be effective for the first three days of an illness claim in the same manner as is currently the case for an accident claim. The Weekly Indemnity Benefit rates will be 85% of the applicable regular hourly rate as follows:

	Weekly Indemnity	Modified Work	Weekly Indemnity	Modified Work	Weekly Indemnity	Modified Work
Classification	Oct 1, 2005 @ 85%	Oct 1, 2005 @ 90%	Oct 1, 2006 @ 85%	Oct 1, 2006 @ 90%	Oct 1, 2007 @ 85%	Oct 1, 2007 @ 90%
General Service	\$17.01	\$18.01	\$17.73	\$18.77	\$18.44	\$19.52
Subway Cashier	\$17.22	\$18.23	\$17.95	\$19.01	\$18.66	\$19.76
Building & route	\$17.83	\$18.88	\$18.58	\$19.67	\$19.31	\$20.45
Mechanic's Helper	\$17.83	\$18.88	\$18.58	\$19.67	\$19.31	\$20.45
Mechanic/Bodyman	\$25.09	\$26.57	\$25.85	\$27.37	\$26.61	\$28.18
Operator	\$20.93	\$22.16	\$21.77	\$23.05	\$22.64	\$23.97
Operator: New Hire@ 80%	\$16.75	\$17.73	\$17.42	\$18.44	\$18.11	\$19.17
Operator: New Hire@ 90%	\$18.84	\$19.94	\$19.59	\$20.75	\$20.37	\$21.57

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.

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.

Employees who are on an approved and detailed return to work program (work hardening) where the employee is working towards eight (8) hours in their regular classification and who are performing at least two (2) hours in their regular classification will be paid at 100% their regular wage rate while performing modified work.

Employees on weekly indemnity who participate in an approved modified work program will

have their twenty-six (26) week entitlement extended by the number of modified hours worked.

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

- Effective April 1, 2005 - 2004 ODA Fee Schedule Rates
- Effective April 1, 2006 - 2005 ODA Fee Schedule Rates

- Effective April 1, 2007 - 2006 ODA Fee Schedule Rates and for each April 1st 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.

- (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 as follows.

Retirees, up to age 65, may purchase units of \$10,000 of Life Insurance, subject to evidence of insurability, to a maximum of five (5) units or \$50,000.

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, 2005 – September 30, 2008), 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. Effective January 1, 2006, the fifty percent (50%) co-insurance amount will be revised to five thousand dollars (\$5,000).
- (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.

22.06 The Company agrees that the benefits, as administered by the Insurance Carrier through the Health and Life Master Insurance Policy, shall be in accordance with Article 22 of the Collective Agreement.

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 st <u>2005</u>	Effective October 1 st <u>2006</u>	Effective Sept. 30 th <u>2007</u>
General Service	\$20.01	\$20.86	\$21.69
Subway Cashier	\$20.26	\$21.12	\$21.95
Building & Route	\$20.98	\$21.86	\$22.72
Mechanic's Helper	\$20.98	\$21.86	\$22.72
Mechanic/Bodyman	\$29.52	\$30.41	\$31.31
Operator	\$24.62	\$25.61	\$26.63

Newly Hired Employee:

Training Rate*	60% of Operator's Rate
Probationary Rate (1 - 9 Months)	80% of Operator's Rate
10 - 12 months	90% of Operator's Rate

* Date of Hire to completion of the Initial Training Period

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

23.02 Employees who are selected by the Company and who agree to assist with on the job training for new Operators will be paid a premium of seventy-five (75) cents per hour while so instructing.

- 23.03 Lead Hands, Acting Lead Hands and any other employees acting in a position of responsibility will be accountable to ensure all work is carried out in accordance with the Company's safety policies and all applicable legislation including the *Occupational Health & Safety Act*.

These duties shall not include powers of disciplinary action nor will any reports from a lead hand be used to support disciplinary actions save and except for issues of harassment and workplace safety violations.

Lead Hands and Acting Lead Hands shall receive a premium of one dollar (\$1) per hour.

- 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 45 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 days as per Article 15.04, Section v), the 45 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) A shift premium of eighty five (85) cents per hour shall be paid to Maintenance employees for all shifts commencing at 3:00 p.m. or later.
- (b) A shift premium of ninety-five cents per (.95) hour shall be paid to maintenance 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 workingday, 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 will be based on the philosophy that our employees are innocent until proven guilty and 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 - 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 30 - 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 31 - Term of Agreement

32.01 This Agreement shall become effective on the 1st day of October 2005 and shall remain in full force and effect until the 30th day of September 2008 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 day of , 2005.

FOR THE CITY OF MISSISSAUGA

FOR THE AMALGAMATED TRANSIT UNION, LOCAL 1572:

MAYOR HAZEL McCALLION

VITO TOMAS
PRESIDENT/BUSINESS AGENT

C. GREER
CITY CLERK

ROBERT McFARLANE
VICE PRESIDENT

M. POWELL
COMMISSIONER, TRANSPORTATION
& WORKS

NICHOLAS BYE
FINANCIAL SECRETARY/
TREASURER

W. C. CUNNINGHAM,
DIRECTOR OF TRANSIT

JERRY KEPKA
BOARD MEMBER FOR
OPERATIONS

E. DRAYCOTT,
DIRECTOR OF HUMAN RESOURCES

TIBERIO DIPRONIO
BOARD MEMBER FOR
MAINTENANCE

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

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, 2005 to September 30, 2008.

Agreed to by:

For the Union

For the Company

Date: _____

LETTER OF UNDERSTANDING

APPENDIX B

BETWEEN

MISSISSAUGA TRANSIT (The Company)

AND

Amalgamated Transit Union Local 1572 (The Union)

Re: Heating/Defrosting of Buses

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.

Agreed to by:

For the Union

For the Company

Date: _____

Letter of Understanding
between

APPENDIX C

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

RE: Replacement of CSA Approved Prescription Safety Lenses and Frames

This letter will confirm the understanding reached between the Company and the Union concerning the replacement of CSA approved prescription safety lenses and frames for employees in the Maintenance Section due to the nature of their employment duties. The parties agree that maintenance section employees may submit receipts to the Company, once every twelve month period, for the reimbursement of costs as identified below as incurred by the employee for CSA approved prescription safety lenses and frames which are to be worn while working.

January 1, 2006 - \$220.00 (CSA approved frames and lenses)

January 1, 2007 - \$110.00 (CSA approved lenses)

January 1, 2008 - \$220.00 (CSA approved frames and lenses)

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

Agreed to by:

For the Union

For the Company

Date: _____

Letter of Understanding

APPENDIX D

between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

RE: Apprenticeship Program for Mechanics

Both Automotive Service Technicians and the Truck and Coach Technicians are restricted certified trades regulated by the *Apprenticeship and Certification Act*. A person working in these trades must hold a valid Certificate of Qualification or be registered as an apprentice. Upon the successful completion of the apprenticeship program, a person working in these trades is entitled to a Certificate of Apprenticeship and can challenge the trade examinations to achieve a Certificate of Qualification. The Company will support first the Truck & Coach Certification with the Automotive Service Technician Certification optional as determined by the Company. Failure to achieve the certificate of qualifications will result in the Apprentice being removed from this classification.

It is agreed between the parties that capable and qualified members from within the bargaining unit will have first consideration in the selection process for the apprenticeship program. The requirements for the position will be posted and the qualifications will be outlined in a job description. An apprentice's seniority shall begin in the mechanic's classification from the date of the Ministry accepting their registration as an Apprentice. If the employee is returned to his/her former classification due to an inability to complete the program, the employee will be returned with full seniority as though they had not left the former classification.

Notwithstanding the above, in the event that an existing member of the bargaining unit has been the successful applicant for an apprenticeship vacancy, and he fails to progress past his start period to the next period in the program the Company will return the employee to his/her former classification.

When an existing member of the bargaining unit is a successful applicant for an apprenticeship vacancy, the Company may fill the vacated position on a temporary basis until such time as the incumbent successfully completes the first full level of the apprenticeship program. The temporary incumbent will not be included in the calculations for the purposes of Article 2.01 Recognition.

Apprentices will be covered by the terms of this collective agreement except as modified in this Letter of Understanding

In the event an external applicant apprentice fails to progress to the next period in the program, the Company has the right to terminate the employee. The apprentice shall not have the right to grieve or arbitrate his/her termination in these circumstances.

The rate of wages to be paid the apprentice(s) who have been appointed from outside the bargaining unit shall be as follows:

- a) 1st period of apprenticeship; 65% of the journeymen mechanic's rate
- b) 2nd period of apprenticeship; 70% of the journeymen mechanic's rate

- c) 3rd period of apprenticeship; 80% of the journeymen mechanic's rate
- d) 4th period of apprenticeship; 85% of the journeymen mechanic's rate
- e) 5th period of apprenticeship; 90% of the journeymen mechanic's rate

In every instance, the rate of wages to be paid to the apprentice(s) who have been appointed from within the bargaining unit shall be maintained at their current rate until such time as they achieve the progress to the corresponding level of the program.

An employee shall not progress to the next pay level until she/he has successfully completed both the practical and academic components of the preceding period.

When an apprentice has to attend school as part of his training, the Company shall pay the apprentice her/his normal rates while attending the course. Normal deductions will be made from this allowance. Should the Apprentice not successfully complete the course requirements or who may chose to leave the company during such Apprenticeship, will be responsible for reimbursing the full cost of both the tuition and wages for the course(s) attended.

- 1st year apprentice – full cost of wages while attending course and cost of course
- 2nd year apprentice – full cost of wages while attending course and cost of course
- 3rd year apprentice – full cost of wages while attending last two (2) courses and the cost of the last course
- 4th year apprentice – full cost of wages while attending last two (2) courses and the cost of the last course
- 5th year apprentice – full cost of wages while attending the last two (2) courses and the cost of the last course

While in the apprenticeship program, apprentices shall not be permitted to apply for job postings. Once qualified, should the Mechanic voluntarily leave the company reimbursement of costs will be as follows:

- within one year of certification: 75% of all costs associated with wages and course tuition while attending all academic sessions
- within 2 years of Certification: 50 % of all costs associated with wages and course tuition while attending all academic sessions
- within 3 years of Certification: 25% of all costs associated with wages and course tuition while attending all academic sessions
- within 4 years of Certification: 10% of all costs associated with wages and course tuition while attending all academic sessions

An apprentice's tool allowance shall be paid in full as per Article 14.10 of the Collective Agreement. An apprentice, who resigns employment with the Company during the year, will either return the tools purchased in that year or the allowance received for that years' entitlement.

Externally hired Mechanics who possess a valid Automotive Service Technician Qualification may be accepted into the Apprenticeship program for the Truck & Coach Certification at the 80% rate. Upon the successful completion of all the 1st level requirements these Apprentices will proceed to the 90% rate and remain at this rate until such time as they achieve their Truck & Coach Certificate of qualification.

Agreed to by:

For the Union

For the Company

Date: _____

between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

RE: Flexible Work Schedule

The Company and the Union wish to explore whether a more flexible work arrangement may improve working conditions, improve quality of life for employees and improve service efficiencies. It is the intent of both parties to work cooperatively to establish a trial flexible work arrangement for a period of six months.

The trial flexible work arrangement will be established by a joint committee consisting of three (3) Company representatives and three (3) Union members. This committee will meet within 15 days of the date of ratification to develop its terms of reference. The joint committee will determine and agree upon the parameters of the trial, in a Letter of Intent which will include the number of targeted crews, geographical location, and the number of employees required to establish the trial flexible work schedule. It is agreed that relief from certain articles in the collective Agreement will be required during the establishment of a trial flexible work schedule. This will be done through mutual agreement.

The Company and the Union anticipate that by July 2006, but no later than September 2006, a defined trial period will be implemented.

Agreed to by:

For the Union

For the Company

Date: _____

Letter of Understanding

APPENDIX F

between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

RE: Overs/Unders

Cash overs/unders of any amount must be reported on a daily basis to the Supervisor. Supporting documentation must be provided along with an explanation to the supervisor for all cash discrepancies.

Subway Cashiers are also required to deposit all cash overs on the day received. Subway Cashiers are not required to repay any cash unders from personal monies; however, they must be diligent when completing cash transactions to avoid cash overs/unders as much as possible.

Corporate and Departmental cash handling policies must be adhered to at all times to ensure compliance. The supervisor will monitor /audit the cash overs/unders to address same.

Agreed to by:

For the Union

For the Company

Date: _____

Letter of Understanding

APPENDIX G

between

Mississauga Transit (The Company)

and

Amalgamated Transit Union Local 1572 (The Union)

RE: Investigations

It is agreed by the parties that upon request by the Union, for the purpose of investigations, the Company shall supply the Union with an original, signed copy of the Supervisor's Observation Report as attached.

Agreed to by:

For the Union

For the Company

Date: _____

**Mississauga Transit
Supervisor's Observation Report**

Date of Occurrence:

Time:

M.T. Unite:

Badge/Employee #:

Operator's Name

Supervisor's Synopsis:

Date of Report:

Supervisor's Name:

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.

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.

MECHANIC

A member of the bargaining unit who possesses a valid Motor Vehicle Repair Certificate.

MECHANIC'S HELPER

A member of the bargaining unit engaged in mechanical repairs, within the limits defined by the Department of Labour.

OPERATOR

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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