

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE AMALGAMATED TRANSIT UNION

LOCAL 1572

Effective October 1, 2008

Expiry September 30, 2011

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

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

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

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

The Union agrees to save the Company harmless

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

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

- 5.01 The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union, or by virtue of holding office in the Union, or by reason of any lawful activity or lack of lawful activity 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 I:** 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 II - Union Rerepresentation**

11.01 The Union shall appoint or otherwise select a committee of up to seven (7) employees plus the President 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 ten (10) 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 signup.
- 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. Effective October 1, 2008, the allowance for medical examinations will be one hundred and twenty (\$120) dollars.

Such allowance will be paid either by June 30<sup>th</sup> or December 31<sup>st</sup> whichever date occurs after their licence has been renewed.

- (b) Any employee covered by this Agreement who in the opinion of the Company has attendance or work performance problems which may be the result of a medical condition, may be required to undergo a complete medical examination as a condition of continued employment in order to determine their fitness to carry out assigned duties. The cost of such examinations shall be

borne by the Company and the employees shall not suffer any **loss** of regular earnings for the day while attending medical appointments. The Company shall arrange such medical appointments on the employee's regular working day.

- (c) Where an employee, in complying with the above provisions, is found unfit to carry out his/her duties, such employee may request re-examination by a qualified medical doctor of his/her choice. The cost of re-examination shall be borne by the employee.
- (d) If a difference of opinion occurs as to the employee's condition, the employee shall be referred to a medical specialist for further examination. The medical specialist will be mutually agreed upon by the Company's and the employee's medical doctor. The decision of the medical specialist shall be final and binding on all parties involved.
- (e) The cost of the medical specialist referred to above shall be paid by the Company.
- (f) The medical appointment [13.02(b)] will be set up by the Company within ten (10) days after the initial discussions with the employee.



If the employee is found to be unfit for duty, the employee should apply for W.I. Should the employee dispute the medical findings and wishes to proceed with 13.02 c & d), the appointments and findings should be completed within twenty (20) days after the initial medical examination.

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

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

- (g) If the 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 (9).

- 13.03 In the case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, which results in the employee losing time, the Safety Officer and the Safety committee shall be notified for the purpose of investigating the cause of the injury and to recommend corrective measures.
- 13.04 In accordance with the ONTARIO HEALTH AND SAFETY ACT, the revised Statutes of Ontario, 1980, Chapter 321, as amended, the Company agrees to ensure that all industrial equipment shall be maintained in a safe operating condition.
- 13.04 (a) Upon written request to the Manager, 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.

### 13.06 Physical Assault

Where an employee is absent from work by reason of an on-duty serious physical assault, by a member of the public, confirmed by Police and is admitted to a hospital, such an employee will be treated as follows:

1. The Company will pay the employee their regular pay until WSIB adjudicates the claim, and first payment is received. The employee shall reimburse the Company.
2. While WSIB continues to approve the claim, the Company will then, each pay period, issue payment to the employee representing the difference between the employee's regular pay and the WSIB amount. This will continue to a maximum of twenty four (**24**) months while the employee continues to be an employee of the Company.
3. Should the employee's absence continue beyond twenty four (**24**) months the Company will meet with the Union to review the case and to evaluate the next steps."

**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
<b>5 in 1 Parka</b>	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 ninety five dollars (**\$395**) 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 31<sup>st</sup>, of each succeeding year.

Effective October 1, 2009 the allowance will be increased to four hundred and five dollars (**\$405**) and effective October 1, 2010, the allowance will be increased to four hundred and fifteen dollars (**\$415**).

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 1<sup>st</sup>.

(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 1<sup>st</sup>, 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, 2009 the Company will provide, an annual safety boot allowance of one hundred and fifty (\$150) dollars towards the purchase of one pair of green patch safety boots/shoes, CSA approved. This allowance will be increased to one hundred and sixty (\$160) dollars effective July 1, 2010, and one hundred and seventy (\$170) dollars effective July 1, 2011.

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 As Mechanics and Apprentices are required to supply tools to perform their job, and to compensate the employees, the Company provides a taxable tool allowance paid on the employee's fourth (4th) pay of the year. The tool allowance is as follows:

January 2009 - eleven hundred (\$1,100) dollars

January 2010 - eleven hundred and **fifty** (\$1,150) dollars

January 2011 - twelve hundred (\$1,200) dollars

- 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 one hundred percent (100%) 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.
- 14.12 All allowances will be made by direct deposit.

#### **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.
- (iv) If the employee is denied LTD by the insurance carrier and submits medical from a specialist stating the employee is totally disabled to Employee Health Services, a leave of absence will be granted for up to three (3) months subject to exigencies of services. With appropriate conformation of continued total disability, the leave of absence maybe renewed.

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 forty (40) days leave per contract year.
- 15.05 (i) 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.
- (ii) The Company agrees to provide female employees of the ATU Local 1572 the current non-union Maternity Benefit Supplement Policy.
- 15.06 The Company may grant an employee a leave of absence, not to exceed thirty six (36) 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.

- 15.07 Employees will be entitled to either a one (1) eight (8) hour shift, or two (2) four (4) hour shifts off, with pay, to attend personal medical appointments for themselves. Such an employee utilizing this leave must provide notice as per the standard practice instruction (SPI). **An** SPI will address the process for the application, use and approval

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

- 16.01 (a) **An** employee shall be allowed a maximum of five (5) 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

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

Brother, Sister, Mother in-Law, Father in-law,  
Foster Parent

- (c) **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

- (d) 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 950 Burnhamthorpe Road, 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
Family Day		

- 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 the employees working on the Statutory or Designated holiday. If sufficient employees do not sign to cover the work available, employees with the least seniority shall be assigned to complete the required crews.

- 18.06 An employee required to work on any of the Statutory or Designated holidays specified above shall be paid at time and one-half (1-1/2) his/her regular hourly rate for all hours worked.
- 18.07 If any of the Holidays referred to in this Article are renamed they shall be recognized under the terms of this Agreement, but under no circumstances shall the total number of paid holidays exceed twelve (12) during each year of this Agreement.
- 18.08 Any of the Statutory or Designated Holidays that fall on an employee's day off, but for a vacation day, will be recorded by the Company as an unpaid lieu day under the employee's name.

#### **Article 19 - Vacation with Pay**

- 19.01 **An** employee covered by this Agreement shall be entitled to an annual vacation with pay, calculated on the previous calendar year's gross earnings, and based on their employment anniversary date, as follows:
- (a) An employee who has completed more than one (1) year of service based on his anniversary date shall be entitled to two (2) weeks vacation and shall receive vacation pay on the basis of four per cent (4%) of the previous year's gross earnings.

- (b) **An** employee who has completed two (2) years of service based on his anniversary date, shall be entitled to three (3) weeks vacation entitlement and shall receive vacation pay on the basis of six per cent (6%) of the previous calendar year's gross earnings.
- (c) An employee who has completed 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 (l) 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 signup;

- (d) Employees shall be required to sign-up for a minimum of one (1) week's vacation entitlement at any one (1) time. When an employee's entitlement is less than one week, such employee shall be required to take his/her full entitlement.
- (e) Effective with the vacation sign-up, a separate vacation sign-up will be held for Rebuild Shop employees in the Maintenance Division.

19.05 Where a paid holiday as outlined in Article 18.01 above falls during an employee's vacation, the employee may request an extra day of vacation with pay, in lieu of the paid holiday. Such day must be requested in writing on an approved form provided by the Company prior to the employee's vacations and will be subject to approval of the Department Manager.

19.06 The Company shall continue to issue vacation pay benefits, on request, and separate deduction summaries, in accordance with the present system. Vacation pays will not be issued prior to pay number two (2) of each year other than those employees who actually will be taking their scheduled vacation.

19.07 In the event of termination of employment, for any reason whatsoever, the terminating employee shall



receive his/her full vacation pay credits accrued since the last day upon which vacation pay was calculated.

- 19.08 An employee who is off work and receiving Workers' Compensation due to an injury suffered while in the employ of the Company, or who is absent due to a certified illness, in excess of ten (10) working days, at one (1) time, shall have such time off counted as time worked for the purpose of computing vacation pay at the applicable rate for the next vacation period only. In order to qualify for this provision, an employee must work a minimum of one hundred and twenty (120) days during the vacation calculation period.

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

- 20.01 Except when an Act of God prevents the normal operation of the Company, an employee who reports for work on his normal shift shall be guaranteed eight (8) hours pay at his appropriate hourly rate. Employees who report for work late or who take time off for any reason, shall not be entitled to the guarantee.
- 20.02 (a) The normal hours of work for all employees covered by this Agreement shall be eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.

- (b) Employees required to work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked in excess of eight (8) in any one (1) day, or forty (40) in any one (1) week.
  - (c) Work performed on an employee's assigned day of rest shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate, provided; such employee works his/her regularly scheduled work week. Work on the employee's day of rest shall be on a voluntary basis, provided that sufficient experienced employees are available to perform the required work. Where sufficient experienced employees are not available, experienced employees with the least seniority shall be assigned the work.
  - (d) Maintenance Department employees shall be entitled to one (1) paid fifteen (15) minute break period for each half of an eight hour shift and one (1) ten (10) minute personal wash up period to be observed before the completion of the shift.
- 20.03 (a) During any week in which a Statutory or Designated Holiday occurs, as contained in Article 18, Section 18.01, the weekly limit as

defined above shall be reduced to thirty-two (32) hours. In the case of two (2) Statutory Holidays occurring in any one (1) week, the weekly limit shall be reduced to twenty four (24) hours.

- (b) Time worked on a Statutory or Designated Holiday, for which the employee is paid time and one-half (1-1/2) shall not be counted for the purpose of calculating weekly overtime.

- 20.04 (a) Employees required to work on a Sunday shall be paid the following premium rates per hour in addition to their regular hourly rate. Effective April 1, 2003, the Sunday Premium Rates will be increased to half time rates. The Sunday Premium Rates follows:

<u>Classification</u>	Effective Oct. 1 <sup>st</sup> <u>2008</u>	Effective Apr 1 <sup>st</sup> <u>2009</u>	Effective Oct 1 <sup>st</sup> <u>2010</u>
General Service	11.24	11.65	12.08
Subway Cashier	11.36	11.76	12.18
Building & Route	11.77	12.20	12.64
Mechanic's Helper	11.77	12.20	12.64
Mechanic/Bodyman	16.21	16.78	17.54
Operator	13.79	14.27	14.77

Newly Hired Operator

@60%	8.27	8.56	8.86
@80%	11.03	11.41	11.82
@90%	12.41	12.84	13.29

- 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, 2008, and September 30, 2011, 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 and fifty (\$350) dollars effective January 1, 2008.

Effective April 1, 2010 the vision care benefits **will** be revised to four hundred dollars (\$400) every two (2) years and the eye exam reimbursement will be increased to seventy-five dollars (**\$75**).

Hearing Care with a benefit of three hundred (\$300) dollars per person per family once every two (2) years.

Effective April 1, 2010, the hearing care benefit will be increased to five hundred (\$500) dollars per person 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. 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, 2008 @ 85%	Oct 1, 2008 @ 90%	Oct 1, 2009 @ 85%	Oct 1, 2009 @ 90%	Oct 1, 2010 @ 85%	Oct 1, 2010 @ 90%
General Service	\$19.11	\$20.23	\$19.80	\$20.96	\$20.53	\$21.74
Subway Cashier	\$19.31	\$20.45	\$19.99	\$21.17	\$20.70	\$21.92
Building & Route	\$20.01	\$21.19	\$20.73	\$21.95	\$21.49	\$22.75
Mechanic's Helper	\$20.01	\$21.19	\$20.73	\$21.95	\$21.49	\$22.75
Mechanic/Bodyman	\$27.55	\$29.17	\$28.52	\$30.20	\$29.81	\$31.56
Operator	\$23.43	\$24.81	\$24.25	\$25.68	\$25.11	\$26.59
Operator: New Hire@ 80%	\$18.75	\$19.85	\$19.40	\$20.54	\$20.09	\$21.27
Operator: New Hire@ 90%	\$21.09	\$22.33	\$21.83	\$23.11	\$22.60	\$23.93

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

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.

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 1<sup>st</sup> when the previous year's ODA Schedule of Fees will be implemented.
- Effective 30 days from the date of ratification. - 2007 ODA Fee Schedule Rates
  - Effective April 1, 2009 - 2008 ODA Fee Schedule Rates
  - Effective April 1, 2010 - 2009 ODA Fee Schedule Rates and for each April 1<sup>st</sup> thereafter, the previous year's ODA Fee Schedule will go into effect.

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

- (h) A Long Term Disability Plan, as outlined in the Master Policy with a twenty-six (26) 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.

- (1) If during the term of this agreement (October 1, 2008 - September 30, 2011), 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 to provide a detailed list of health care benefits to the Secretary of the Local not later than January 31<sup>st</sup> 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.



Classification	Effective October 1st 2008	Effective October 1st 2008 with Wage Adjustment	Effective October 1st 2009	Effective October 1st 2009 with Wage Adjustment	Effective October 1st 2010	Effective October 1st 2010 with Wage Adjustment
General Service	\$22.34	\$22.48	\$23.15	\$23.29	\$23.99	\$24.15
Subway Cashier	\$22.61	\$22.72	\$23.40	\$23.52	\$24.23	\$24.35
Building & Route	\$23.40	\$23.54	\$24.25	\$24.39	\$25.12	\$25.28
Mechanic's Helper	\$23.40	\$23.54	\$24.25	\$24.39	\$25.12	\$25.28
Mechanic/Bodyman	\$32.25	\$32.41	\$33.38	\$33.55	\$34.56	\$35.07
Operator	\$27.43	\$27.57	\$28.39	\$28.53	\$29.38	\$29.54

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 one dollar and fifty (\$1.50) 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 ~~fifty~~ **five (55)** hours of pay calculated on a yearly basis commencing on December 1<sup>st</sup>, 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) Effective Oct. 1, 2009 a shift premium of one (\$1.00) dollar per hour shall be paid to Maintenance employees for all shifts commencing at 3:00 p.m. or later.
- (b) Effective Oct. 1, 2009 a shift premium of one dollar and ten cents (\$1.10) per hour shall be paid to maintenance employees for all shifts commencing between 11:00 pm. and 12:01 am.
- (c) Effective Oct. 1, 2010 shift premium of fifty cents (\$0.50) per hour shall be paid to Operators for all shifts commencing after four (4) p.m. or later.

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

- 25.01 The Company agrees to adjust all pay errors, in excess of three (3) hours pay at regular rate within a forty-

eight (48) hour period of being advised and confirming same, excluding Saturdays, Sundays and Statutory or Designated Holidays.

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

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

### **Article 27 - Complaints**

27.01 The procedure regarding the investigation of complaints from members of the public will be based on the philosophy that our employees are innocent until proven guilty and shall be as follows:

1. (a) 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.

(b) If a complaint is to be considered for disciplinary action, it must be received in writing and be signed by the complainant to Mississauga Transit within thirty (30) working days of the incident in question. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline. A photocopy will also *so* be presented to a member of the Union Executive subject to number three (3) below.

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.
3. 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.

4. 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.
5. Any incident reports required by the Company shall be completed by the employee in accordance with Article 31.01
6. 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.
7. Customer complaints where no discipline is imposed shall not be placed in an employee's personnel file.
8. 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.

9. 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 - Changeoffs**

- 29.01 The Company will attempt to have all vehicle changeoffs performed by bargaining unit members. In the event such a member is not available, the change-off will be performed by a staff member and the Union will be duly notify.

## **Article 30 - Accident Reports**

- 30.01 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**

- 31.01 This Agreement shall become effective on the 1st day of October 2008 and shall remain in full force and effect until the 30<sup>th</sup> day of September 2011 subject to the provisions of Section 32.02 of this Agreement.

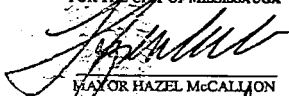


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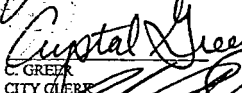
31.02 Either party to the Collective Agreement may send written proposals for amendment of the Agreement to the other party by registered mail within a period of ninety (90) days, but not less than **sixty (60)** days, prior to the expiry date of the Agreement. In the event that no such notice is given 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 8 day of December 2008.

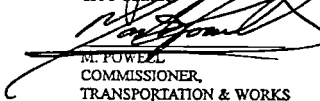
FOR THE CITY OF MISSISSAUGA



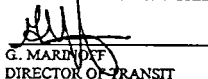
MAYOR HAZEL McCALLION



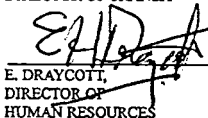
CRYSTAL GREER  
CITY CLERK



M. POWELL  
COMMISSIONER,  
TRANSPORTATION & WORKS

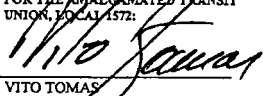


G. MARINDOFF  
DIRECTOR OF TRANSIT

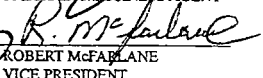


E. DRAYCOTT,  
DIRECTOR OF  
HUMAN RESOURCES

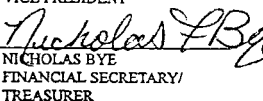
FOR THE AMALGAMATED TRANSIT  
UNION, LOCAL 1572:



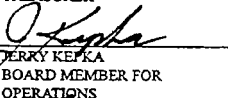
VITO TOMAS  
PRESIDENT/BUSINESS AGENT



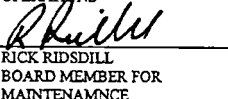
ROBERT MCFARLANE  
VICE PRESIDENT



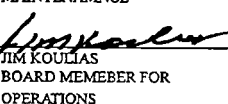
NICHOLAS BYE  
FINANCIAL SECRETARY/  
TREASURER



JERRY KEPKA  
BOARD MEMBER FOR  
OPERATIONS



RICK RIDSDILL  
BOARD MEMBER FOR  
MAINTENAMNCE



JIM KOULIAS  
BOARD MEMEBER FOR  
OPERATIONS

Document Execution  
Authorized by  
City of Mississauga

By-Law No. 0008-2009

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, 2008 to September 30, 2011.

Agreed to by:

  
For the Union

  
For the Company

Date: December 8, 2008

**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.

( in

Agreed to by:

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Company

Date: December 8, 2008

between

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, 2009 - \$140.00 (CSA approved lenses)

January 1, 2010 - \$240.00 (CSA approved frames and lenses)

January 1, 2011 - \$140.00 (CSA approved 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: December 8, 2008

Letter of Understanding  
between

APPENDIX D

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 **hill** 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/she 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:

The rate of pay and the progression through the levels for an Apprentice Mechanic shall be:

Registered Apprentice - 65% of the Mechanic's rate

- Registered in Apprentice Program
- Working towards the completion of the hours required to enter the Session 1 academic program
- Attendance at Session 1 Academic program

Level 1 - 70% of the Mechanic's rate

- Successful completion of Session 1 Academic program
- Working towards completion of the hours required to enter the Session 2 Academic program
- Attendance at Session 2 Academic program

Level 2 - 80% of the Mechanic's rate

- Successful completion of Session 2 Academic program
- Working towards completion of the hours required to enter the Session 3 Academic Program
- Attendance at Session 3 Academic program

Level 3 - 85% of the Mechanic's rate

- Successful completion of Session 3 Academic program
- Working towards completion of required hours (pre-requisite to writing licence exam)

Pre-Mechanic - 90% of the Mechanic's rate

- Successfully obtain Licence (either Automotive Service or Truck and Coach)
- Remain at 90% until successful completion of **all** secondary licence requirements are met, and successfully obtained (either Automotive Service or Truck and Coach) within a six (6) year period.

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 is attending school, in accordance with the above, the Company shall pay the apprentice *her/his* normal rate of pay and will pay the tuition costs of the required courses. 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.

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:

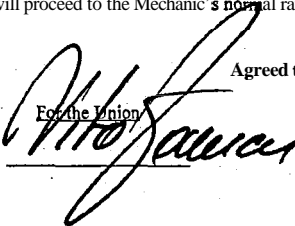
10% of all **costs** associated with wages and course tuition while attending all academic sessions

An apprentice's tool allowance shall be paid in full as per Article 14.09 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 or a valid Truck and Coach Qualification may be accepted **into** the Apprenticeship program for the **secondary** qualification at the 90% rate. Upon the successful completion of all qualification requirements, these Apprentices will proceed to the Mechanic's **normal** rate of pay.

Agreed to by:

For the Union



For the Company



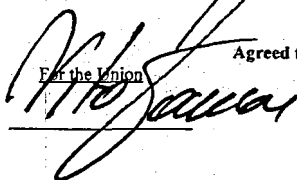
Date: December 8, 2008

Letter of Understanding APPENDIX E  
between  
Mississauga Transit (The Company)  
and  
Amalgamated Transit Union Local 1572 (The Union)  
RE: Sign Ups

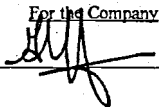
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The parties agree that on a trial basis, for 2009, there will be a nine (9) week sign up from the 1st Monday in July to the last Monday in August.

If such trial is successful the parties may mutually agree to continue the practise for the next summer period(s).

For the Union  


Agreed to by:

For the Company  


Date: December 8, 2008

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: December 8, 2008

Mississauga Transit (The Co —

and

Amalgamated Transit Union Local 1572 (The Union)

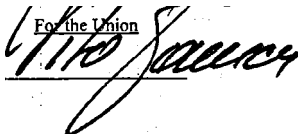
RE: Investigations

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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 Observati eport as attached.

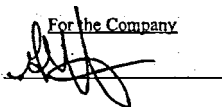
Agreed to by:

For the Union



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For the Company



---

Date: December 8, 2008

betweenMississauga Transit (The Company)andAmalgamated Transit Union Local 1572 (The Union)**RE: Single Vacation Days**

---

Over the course of this agreement the Company and the Union agree to a trial period for using single vacation days in accordance with the following:

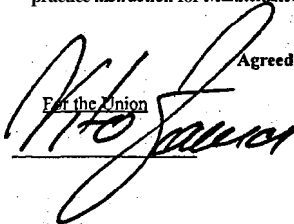
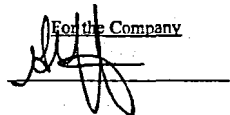
1. Commencing for the 2009 vacation sign up, employees must declare their intention to use one-week of vacation entitlement as single vacation days at the annual vacation sign up.
2. For the 2009 entitlement year, employees will declare the use of one-week vacation entitlement as single vacation days on a seniority basis up to the yearly maximum as outlined in the allotment groups. In subsequent years, the use of single vacation days will be offered to the next most senior employees in each identified allotment group (Central Parkway Operators; Malton Operators; Maintenance - all classifications/locations and Subway Cashiers) up to the yearly maximums, who have not been offered the use of single vacation days in the previous selection year. In each vacation year, this rotation continues down the seniority list for each allotment group beginning with the next most senior employees.
3. The yearly maximums per allotment group is:

Operators - Central Parkway	50
- Malton	14
Maintenance (all classifications/locations)	6
Subway Cashiers	1
4. The Company and the Union agree to establish a working group to develop the Standard Practice Instruction (SPI) for the use of single vacation days. The SPI is to be completed by November 14, 2008, and is

to address the process for the application, use, and approval of single vacation days.

5. Six employees in Maintenance, by seniority not classification, can select a week of single day vacation. Single day vacations are taken from the floater/lieu day quota for the individual's classification. A standard practice instruction for Maintenance will be created as per 4 above.

Agreed to by:

For the Union  For the Company 

Date: December 8, 2008

Letter of Understanding  
between  
Mississauga Transit (The Company)

**APPENDIX I**

and

Amalgamated Transit Union Local 1572 (The Union)

**RE: Primetime Vacation/Floaters**

---

The following daily allotments have been agreed.

<b>Operators</b>	<b>CPY</b>	<b>Malton</b>
Vacation	50 (from <b>45</b> )	14 (from <b>12</b> )
Floaters	5 (from 5 Sat & Sun)	3 (from 2 Sat & Sun)
	10 (from 7 Mon - Fri)	3 (from 2 Mon - Fri)
Single Vacation Days	2	1

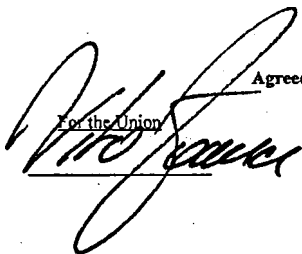
<b>CPY - Maintenance</b>	<b>Vacation</b>	<b>Floater/Lieu</b>
Mechanics	5 (from <b>4</b> )	1
Bodyman	1	1
Apprentice Mechanics	1	1
Mechanic Helper	1	1
General Service Person	3	1
Building & Route	2	1

<b>Malton - Maintenance</b>	<b>Vacation</b>	<b>Floater/Lieu</b>
Mechanics	2	1
Bodyman	0	0
Apprentice Mechanics	0	0
Mechanic Helper	0	0
General Service Person	1	1
Building & Route	1	1

For Maintenance employees only floater/lieu and/or single day vacation **days** may be used where the full vacation allocation has not been reached.

Agreed to by:

For the Union

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around.

For the Company

A smaller, more compact handwritten signature in black ink, written over a horizontal line. It consists of several sharp, overlapping strokes.

Date: December 8, 2008



**Mississauga Transit  
Supervisor's Observation Report**

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**Date of Occurrence:**

**Time:**

**M.T. Unite:**

**Badge/Employee #:**

**Operator's Name**

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Supervisor's Synopsis:

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Date of Report:

Supervisor's Name:

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## 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.

### POSITION

The bargaining unit employee's job classification.

### RUN

The travelled distance between the terminus points on a given route.

### SENIORITY

**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.

### SHIFT

One (1) complete day of work, as detailed in the Signup.

### SIGN-UP

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.

### SPLIT SHIFT

**A** transit employee's shift which is not continuous.

**SUBWAY CASHIER**

**A** member of the bargaining unit employed at a subway station selling Transit fares and performing related duties.

**TRAVEL TIME**

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 Mississauga Transit.

# LOCAL BY-LAWS



## LOCAL UNION 1572 MISSISSAUGA, ONTARIO

TRANSIT/A.T.U.  
HANDBOOK



***mississauga***  
***transit***

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## **BY-LAWS**

### **AMALGAMATED TRANSIT UNION LOCAL 1572 MISSISSAUGA, ONTARIO, CANADA**

#### **THE PREAMBLE**

It is proposed to promote the success of the Local Union and to advance the interests of its members, in conformity with principles which should regulate human action, among which are duty, truth and justice by securing the formulation of policy and the direction of action by the acceptance of By-Laws which enable executive action to be kept within legislative authority while giving the executive the scope necessary for efficient administration.

It is proposed to secure these ends, progressively, upon resolutions adopted after debate and deliberation by the Local Union, by collective bargaining, negotiations, conciliations, arbitrations, or by any other method consistent with the maintenance of the best interests of society in general and of the Local Union in particular.

It is proposed to defend the rights of the members of this Local Union as these rights are, or may be, established by law and to cooperate with all persons charged with the responsibility of

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the administration of any office or offices concerned with the preservation of these rights.

It is proposed, moreover, to provide opportunity for the Local Union to assist in the establishment of order, in the insurance of harmony, in the securing of the blessing of friendship and the advantage of equality among men.

It is proposed further, to preserve the rights of individuals and of groups within the Local Union without destroying the integrity of the Local Union itself.

## BY-LAWS

### Article 1 - NAME

This Local shall be know as Local Union 1572 of the Amalgamated Transit Union.

### Article 2 - DEFINITIONS

In these By-Laws:

Constitution shall mean the Constitution and General Laws of the Amalgamated Transit Union. By-Laws shall mean any one of the Article which make up these By-Laws.

Local shall mean Local Union 1572 of the Amalgamated Transit Union.

Secretary unless otherwise specified shall mean the Financial Recording Secretary.

Recognition 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.

### Article 3 - SUPREMACY OF CONSTITUTION

The Constitution shall, at all times and in every way have precedence over the By-Laws of the Local

Union, and if there be any conflict between the Constitution and the By-Laws, the Constitution shall govern.

#### **Article 4 - PURPOSE**

The purpose of this Local Union shall be consistent with and based upon the statement, to be known as the Preamble, and may briefly be stated to be the advancement of the members of the Local Union having due consideration of the needs of society, of the place of the Local Union within society and of the contribution made by persons not now living.

#### **Article 5 - MEMBERSHIP**

Membership in this Local Union shall be limited to those persons who meet the qualification of members stated in the Constitution and who have been duly admitted to membership through this Local.

#### **Article 6 - RIGHTS OF MEMBERS**

Members retiring on pension from the Mississauga Transit and who continue in good standing, will be entitled to the following rights or benefits:  
They will have a voice but no vote on any matters

affecting the Local Union except that they shall be permitted to vote at the election of officers and delegates to conventions. Retired Members shall not be eligible to be candidates for, or hold office in the Local Union. For the purpose of the above, Shop-Stewards shall be considered to be officers.

Members leaving the Mississauga Transit for reasons other than retirement on **pension** and desiring to retain their membership in this Local Union shall have the right to do so providing they do not enter employment that is detrimental to the interests of the Union.

They will have no voice or vote on any matter affecting the Local Union, except that they may be permitted to vote at the election of officers and delegates to convention.

Seniority will prevail **at** all times.

No seniority regulation under the jurisdiction of Local Union 1572 shall be amended in whole or in part, without a two-thirds vote of the membership, in attendance, in the department in which the regulation pertains to, at the General Meeting or other meeting in which the proposition is referred to or by referendum vote.

**A** member who accepts a position with the Mississauga Transit outside the bargaining unit, but wishes to retain his membership and remain in good standing with the Local Union, by the payment of dues, shall have his seniority rights protected to the extent of his probationary period outside the bargaining unit. While outside the bargaining unit he will be terminated from the Local and will lose all seniority rights.

No employee who holds an elected position in the Union will be permitted to accept a Lead Hand vacancy or any other vacancy where the employee is regularly scheduled to substitute for a Supervisory Employee.

**Grievance Procedure:**

1. Member may take grievance to Supervisor.
2. Member takes grievance to steward.
3. Member or Steward takes grievance to Board Member.
4. Member or Board Member takes grievance to Vice-president.
5. Vice-president takes grievance to President.
6. Member writes to or appears before Executive Board.
7. Member appeals to General Meeting.
8. Member takes appeal to International Union.

## **Article 7 - DATE OF BEGINNING OF MEMBERSHIP**

Membership in this Local Union shall be held to have begun on the date recorded on the Certificate of Membership issue by Local Union 1572.

## **Article 8 - RESPONSIBILITY FOR INFORMATION CONCERNING CHANGE OF ADDRESS OF A MEMBER**

A member is required to keep the Financial Recording Secretary informed of his place of residence, in accordance with Section 21.8 of the Constitution.

## **Article 9 - DUES**

The method by which dues may be received shall be determined by the President and Financial Recording Secretary, subject to any agreement which may exist with the Mississauga Transit. Any change in amount of dues, in method or in time of receipt shall be made only to a General Meeting of the Local Union and then only upon Notice of Motion given specifically excluding any per capita increased. No refund of union dues will be made if a member is receiving some form of compensation for the first twenty-six (26) weeks. Thereafter members will



have to pay all per capita, until they return to regular duties and/or modified work. It will be the responsibility of the Financial Recording Secretary to ensure that all monies owing (e.g. union dues) are paid promptly to the Local.

Initiation fees for new members will be limited to \$300.00. Union due will be collected per member, per pay period, based on 26 pay periods in a calendar year.

As per Notice of Motion dated February 12, 1982, Union Dues calculation shall be based to the nearest whole dollar of two hours pay per month of drivers current rate and/or any assessment approved by the membership through a notice of motion.

## **Article 9.1 - DUES**

Union Dues calculations for Part-Time employees shall be based to the nearest whole dollar of one hour pay per month of Concession Attendants current rate and/or any assessment approved by the membership through a notice of motion.

**Article 10 - AUTHORITY FOR THE EMPLOYMENT OF AND PAYMENT TO A PERSON OR PERSONS, NOT A MEMBER OR MEMBERS OF THE LOCAL UNION**

The Executive Board may authorize the employment of any person or persons, not a member or members of the Local Union who are needed to advise, or otherwise to facilitate the work of the Local Union, and shall determine the conditions of employment, and the amount to be paid for such services as well as the method of payment.

This decision of the Executive Board shall be ratified by the General Meeting next following the meeting of the Executive Board at which the decision was made.

**Article 11 - AUTHORITY FOR EMPLOYMENT OF MEMBERS ON BUSINESS OF THE LOCAL UNION**

The Executive Board may authorize the President/Business Agent, the Vice-president, the Financial Recording Secretary, acting jointly or individually, to seek assistance of a member or of members of the Local Union in doing the work of the Local Union. Such authorization to be obtained

in consultation with the Executive Board Members. Upon the granting of this authority, the Executive Board shall set limits to the use of authority.

## **Article 12 - FUNERAL BENEFITS/RETIREE BENEFITS**

A fund shall be established to be used to pay a Funeral Benefit to members in good standing.

The monies so used shall be provided by a portion of the regular Union Dues of two dollars (\$2.00) per month per member and ten dollars (\$10.00) per member from the initiation fees.

This fund shall pay all expenses incurred by Local 1572 relating to funerals such as expenses in establishing claims, sending wreaths or flowers, payment of Executive Board Members for lost time, etc. Such fund shall be established in conjunction with the International Funeral Benefit and all Laws Governing International Funeral Benefit regarding payment to heirs shall apply to the Local Funeral Benefits.

This fund shall be administered by Local Financial Recording Secretary and the Laws governing the

International Secretary-Treasurer in administering International Funeral Benefit shall apply to the Local Financial Recording Secretary.

The Financial Recording Secretary is authorized to spend **up** to the maximum of the Executive Board recommendation on flowers or a chanty of a member's choice upon the death of a member's spouse, common-law spouse, mother, father, children, mother-in-law, father-in-law, brother, sister providing proper notification has been given to the Financial Recording Secretary at the time of death.

## **Article 12 - FUNERAL BENEFITS / RETIREE BENEFITS**

Members of this Union, after one year of continuous membership in the Union, shall be entitled to two hundred fifty dollars (\$300.00) Funeral Benefit with no regard of age. The method of payment shall be as per Constitution and general Laws of the International Union. Heirs shall be as provided in the Constitution and General Laws of the International Union.

## Article **12b - RETIREE BENEFITS**

Any members who retire from Local 1572 shall be entitled to the following:

5 to 7 years of service: A plaque.

8 to 12 years of service: A gift value to \$150.00 or monetary equivalent.

13 to 17 years of service: A gift value to \$150.00 or monetary equivalent and a dinner for two (\$100.00)

18 to 22 years of service: An ATU gold watch and a dinner for two(\$150.00)

23 to 27 years of service: An ATU gold watch **and** a dinner for two (\$200.00)

28 to 32 years of service: An ATU gold watch and a dinner for two (\$250.00)

A retiree reunion/members Christmas party will be held yearly between the months of November and December. The date of the Christmas party shall be determined by the Local Union Executive Board.

## Article **12.1 - DEFENCE FUND**

Local 1572 shall establish a Defense Fund of one hundred and **fifty** thousand dollars (\$150,000), to be used for contract negotiations, WSIB and WI. This fund shall be established by assessment of two dollars and **fifty** cents (\$2.50) per member per pay

until the fund reaches one hundred and fifty thousand dollars (\$150,000). Once the fund reaches one hundred and fifty thousand dollars (\$150,000) the assessment will be deferred to the building fund.

Should the defense fund be depleted to less than one hundred and thirty thousand dollars (\$130,000), the assessment of two dollars and fifty cents (\$2.50) per member shall be deferred from the building fund to the defense fund until again the fund reaches one hundred and fifty thousand dollars (\$150,000). Additional funding will be made by monthly amounts of one dollar (\$1.00) per member from the general fund and forty dollars (\$40.00) per member from the initiation fees. **All** arbitrations will be assessed in accordance with Article 21:15 of the International Constitutions and General Laws. All arbitrations will be by way of secret ballot at the meeting called for.

### **Article 13 - AUDITS**

Each year in January and July, an audit shall be made of the **books** and accounts of the Financial Recording Secretary by a Certified Chartered Accountant of unquestionable professional integrity.

## **Article 13.1 -AUDITORS' REPORT**

At the Annual Meeting (held in March) each year, a Certified Chartered Accountant who is in professional practice in the Province of Ontario shall be appointed, by motion until the following annual meeting.

The auditors shall forward a complete copy of their report to the International Office and will **fill** out the regular report blanks of the International Union. If the auditors find any shortage, discrepancies, or irregularities in the **books**, they shall report same at once to the Members and the President shall make a report of the same to the Union and any neglect of this upon the part of the auditors shall subject them to censure and removal from office. A copy of the Audit Report will be made available to union member, upon request, with reasonable time limit.

## **Article 14 - MEMBERSHIP OF THE EXECUTIVE BOARD**

The Executive Board shall consist of Senior Officers.

1. President/Business Agent
2. Vice - President

3. Financial Recording Secretary
4. Executive Board (Transportation for Central Parkway Division)
5. Executive Board (Transportation for Malton Satellite Division)
6. Executive Board (Maintenance)

### **Article 14.1**

An Executive Board Member shall attend the funeral of a deceased member and perform such duties as may be required, where circumstances and location permit.

### **Article 15 - MEETINGS OF EXECUTIVE BOARD**

There shall be a meeting once in each calendar month, the meeting being called at a time and a place to be decided by the Executive Board.

A Special Meeting may be called whenever, in the opinion of the President or majority of the Executive Board, such a meeting is necessary, it being provided that the time and place of the meeting shall be decided upon by the President and that the members of the Executive Board shall be notified, if possible by letter, of the purpose for which the meeting is



called and that the deliberations be kept within the scope of the purpose for which the meeting is called.

**Article 16 - THE ORDER OF BUSINESS OF THE MEETING OF THE EXECUTIVE BOARD**

1. Call to order by President.
2. Roll call of members of the Executive Board.
3. Reading & confirming of minutes of previous meeting.
4. Report by Financial Recording Secretary of duties delegated **by** General Meeting of the Local Union.
5. Report of Officers and of Committees within the Board.
6. Correspondence.
7. Accounts and bills.
8. Unfinished Business.
9. Good and Welfare of Local Union.
10. Adjournment.

A majority of the Executive Board or any Standing or Special Committee shall constitute a quorum.

**Article 17 - THE BONDING OF OFFICERS**

The instructions contained in the Constitution in reference to the bonding of Officers, or of other

persons, shall be observed by this Local Union as to officers or to other persons to be bonded, information to be submitted with application for bonding and cost of bonding, and as to any other matter set forth in the Constitution it being provided that the Executive Board at its first meeting held subsequent to Annual Meeting, shall determine what other officers or other persons, if any, in addition to the President, Vice-president and Financial Recording Secretary shall be bonded.

### **Article 18 - DESIGNATION OF OFFICERS THE PRESIDENT/BUSINESS AGENT**

The President/Business Agent shall preside over all meetings of Local Union, of the Executive Board, and of all Committees; he shall call meetings of every duly authorized Committee; he may call a Special Meeting of the Local Union, or Executive Board, for which authority to do so has been granted him by the Executive Board, or upon request in writing signed by one-third or more of the members of the Local Union. He shall name the members of every Committee for which membership has not otherwise provided; he shall be a member of every Committee. He shall call meetings of the Shop-Stewards at least twice yearly.

He shall, in conjunction with the Financial Recording Secretary, sign all cheques and other negotiable papers, after having assured himself of their correctness, and of the authority under which payments are made or obligations incurred. He shall perform such duties as are provided for in the By-Laws.

He shall have a right to vote in secret ballot votes, at the same time and along with other members, who cast votes. Otherwise, he shall have a right to vote only in case of a tie, when there is a standing or hand vote, whereupon he shall have the deciding vote.

The President/Business Agent shall supervise all the business of the Local Union. He shall see that all officers are fully trained to perform their respective duties. He shall direct and control the organization by which the Local Union expresses itself and achieves its purpose.

The President/Business Agent shall attend all conventions, except political, by virtue of his office. The President/Business Agent shall in each year in which an International Convention is held, call for a By-Laws Committee of four members to renew

and/or amend such By-Laws.

The President/Business Agent shall be elected to one office only.

## **Article 19 - THE VICE-PRESIDENT**

The Vice-president shall perform the duties of the President during the absence of the President. If a vacancy in the office of the President occurs, the Vice-president shall perform the duties of President until the vacancy **is** filled by an election. While assuming the duties of the President, he shall assume all the rights and privileges of Presidency.

The Vice-president shall sign all cheques and negotiable papers in the absence of the President or Financial Recording Secretary. The Vice-president shall in the event of sickness or vacation of the Financial Recording Secretary assist the President in performing his duties and shall report to the Executive Board and Membership. He shall attend whenever possible, all meetings of the Mississauga Transit.

He shall attend all meetings and perform other services as assigned him by the President or Executive Board. He shall report to the Executive

Board and General Meeting on request.

The Vice-president shall be elected to one office only.

## **Article 20 - FINANCIAL RECORDING SECRETARY**

The Financial Recording Secretary shall attend all meetings of the Local Union and of the Executive Board. He shall keep a correct and comprehensive record of the proceedings of all such meetings. He shall be responsible for the keeping of a record of membership in a form satisfactory to the Executive Board and membership. He shall conduct the correspondence of the Local Union.

The Financial Recording Secretary shall receive all monies and arrange for their safe-keeping; he shall be responsible for maintaining adequate and proper records of the finances of the Local Union; he shall present all books, proceedings, records and documents for audit or for examination by a person having proper authorization and shall make available for examination by the auditor or some other authorized persons, all bonds, inventories and other assets upon receipt of authority to do so.

The Financial Recording Secretary shall, in conjunction with the President, sign all cheques and all other negotiable papers and documents, the correctness of which he is satisfied and for which authority to sign has been given and he shall be responsible for the preservation of all the necessary records and documents and for the custody of bonds and other assets.

The Financial Recording Secretary shall have charge of the seal of the Local Union and he shall be responsible for its safety and for delivering the seal to his successor when his successor takes office. The Financial Recording Secretary shall place all complaints and grievances, pertaining to his office, submitted by membership to him before the Executive Board.

The Financial Recording Secretary shall perform such other duties as are provided in the Constitution and in the By-laws and shall exercise the authority pertaining to the duties which may be delegated to him by a meeting of the Local Union or by a meeting of the Executive Board.

In the event of a vacancy or temporary absence of the Financial Recording Secretary, the vacancy shall be filled by the President and he shall make

available to the President all keys, documents and **files.**

The financial Recording Secretary shall make a report monthly to the Executive Board, giving name or names of member or members who have been employed on business of Local Union, the time devoted by each, and the remuneration payable to each.

The Financial Recording Secretary shall be second delegate to International Convention and ballot should so state.

The Financial Recording Secretary shall be elected to one office only.

## **Article 21 - EXECUTIVE BOARD MEMBERS**

The Board Members (Transportation/Maintenance) shall attend all meetings of the Local Union, Executive Board and Shop-Steward meetings in their respective departments, unless excused by the President.

The Board Members (Transportation/Maintenance) shall make reports to the Executive Board and General Membership of all grievances received, resolved and unresolved. It will be the responsibility

of each Department Board Member to contact **all** Shop-Stewards for the necessary information pertaining to any grievances or other matters prior to each Executive Board Meeting. The Board shall perform such duties as assigned by the President or the Executive Board.

## **Article 22 - EXECUTIVE BOARD ALLOWANCES**

No lost time for the Good and Welfare of the members shall be paid except as authorized by the President.

Members/Delegates travelling on Union Business (Convention etc.) Shall be paid hotel accommodation, plus one hundred dollars (\$100.00) per day US or CDN funds depending on which country **is** travelled or legitimate expenses that are authorized by the membership at the General Meeting.

Members/Delegates attending convention shall be paid lost time on travel days. Members/Delegates attending convention shall be paid in advance for their airfare, hotel accommodation and per diem.

The Financial Recording Secretary will call a local travel agent and determine the cost of airfare to and from for the period of the convention.



At the same time the Financial Recording Secretary will determine the cost per night for suitable accommodation. The financial Recording Secretary will then make up a convention expense report. Each Members/Delegates will receive a cheque for the cost of the convention.

Lost time Executive Board.

- (a) **A** special book shall be allotted to each Executive Board Member, and
- (b) Lost time shall be recorded in this book for explicit duties performed.
- (c) **A** member wishing to examine an Executive Member's Book must come forward at a General Meeting requesting such action and stating reasons. Board Members shall be given the opportunity to reply at the next General Meeting.

## **Article 23 - SHOP-STEWARDS**

- 23.01** Shop-Stewards shall be established in departments and/or locations where the Executive Board deems it necessary.
- 23.02** When making any decision in relation to establishing a Shop-Steward's position, the Executive Board shall consider the needs of the Membership for Union representation and shall take into account relevant

factors, such as whether there is a community of interest among the employees in any one location, the remoteness of the location, Departmental considerations and any special needs of the members.

- 23.03** The Executive Board will endeavour to ensure that there is at least one Shop-Steward in each permanent location where the Company comes on its business, provided that the number of employees in the said location, warrants the establishment of such a position.
- 23.04** In order to ensure effective representation of employees in all permanent locations and departments, if a Shop-Steward is elected to hold the position at a particular location or within a particular department, and the said steward transfer, or is transferred from the particular location or department, at any time during the three (3) year term he shall be deemed to have resigned his position upon the date on which the transfer actually takes place.

The Executive Board, will recommend the appointment of a Shop-Steward from among the employees in the particular location or within the said department to fill the resulting vacant position

for the balance of the term. This appointment must be approved by the membership at the first General Meeting following the resignation of a Shop-Steward due to a transfer from a particular location or department.

**23.05** Each Shop-Steward shall:

- a) attempt to resolve grievances of employees for whom he is responsible, directly with the immediate supervisor of the grieving employee;
- b) make reports to the member of the Executive Board for the Department concerned, on a timely basis, of all grievances received, resolved and unresolved. Unresolved grievances shall be turned over to the said Executive Board Member for processing under the terms of the Grievance Procedure;
- c) attend all Shop-Steward meetings, which shall be called by the President as required or as regularly scheduled, at the time and place stated in the notice of such meetings;
- d) following the election of Shop-Stewards, a meeting shall be called by the President at which time they will be instructed in their respective duties.

- 23.06** The term of office for elected Shop-Stewards shall be three (3) years, in accordance with Article 42.
- 23.07**
- a) In case of a Shop-Steward being absent from his regular duties due to illness or injury, the Executive Board may at any time appoint an interim Shop-Steward for a period of up to ninety days (90);
  - b) should the recuperation period be beyond that time, the position of Shop-Steward shall become vacant;
  - c) the Executive Board shall at this time appoint a Shop-Steward for the duration of the term.
- 23.08** Any Shop-Steward who fails to attend three (3) consecutive General Meetings shall be considered as having resigned from his position.

## **Article 24 - RESIGNATIONS**

Any officer or other member of the Executive Board, with the exception of the Financial Recording Secretary shall, if desiring to resign, present his resignation in writing to the Financial Recording Secretary, who shall present the resignation at the Executive Board Meeting next, following the time of

receipt by him of the resignation, with a report to be made at the next General Meeting.

The Financial Recording Secretary, if desiring to resign, shall present his resignation to the President in writing, who shall present the resignation at the Executive Board Meeting next, following the time of receipt by him of the resignation, and the decision upon the resignation shall be reached at this meeting. An officer resigning from the Executive Board of the Local, shall not run for office for the period in which he was active. (ie: until that term has ended).

In compliance with Section 14.10 of the Constitution and General Laws. In case of illness, a leave of absence shall be granted for the period of recuperation. This period not to exceed ninety days (90). If the recuperation is for more ~~than~~ ninety days (90), the office shall become vacant. (As per Article 26) Any member of the Executive Board who fails to attend three (3) consecutive General Meetings shall be considered as having resigned from his position.

## **Article 25 - FILLING OF ANY OFFICE OR POSITION VACANT DUE TO RESIGNATION OR DEATH**

The meeting, which has the authority under these By-Laws to receive a resignation and which has

resolved upon acceptance of the resignation, shall authorize arrangements for the holding of an election to be held to fill a vacancy caused by resignation or death. These arrangements to be consistent with the provisions of the Constitution and of these By-Laws.

**Article 26 - INCAPACITY OF OFFICERS OR SOME OTHER MEMBER OF EXECUTIVE BOARD OR A MEMBER OF COMMITTEE**

The President shall appoint a member to the position on an interim basis.

The incapacity of any member of any committee shall be reported by the member of the Local Union who is aware of the incapacity through the Financial Recording Secretary to the meeting of the Executive Board next following the time of receipt by the Financial Recording Secretary of this information, and this meeting shall act in reference to the event as it sees fit, having due regard for the provisions of the Constitution and these By-Laws.

**Article 27 - MEETINGS OF LOCAL UNION**

The meetings of the Local Union shall be of two (2) kinds namely;

1. General
2. Special

The General Meeting;

This meeting to be held on the First Sunday of every month, in the morning, shall be known as the General Meeting and shall be the meeting at which the business of the Local Union maybe resolved.

In the event that a statutory holiday falls on a day when a Union meeting is to be held, disposition of said meeting shall be referred to the Executive Board.

## **Article 28 - ORDER OF BUSINESS GENERAL MEETINGS**

Where no By-Laws is provided by the Constitution covering any point in contention the General Law and Constitution of the International Union shall be the Guide; however, where not otherwise provided, Robert's Rules of Order shall govern the meetings of this Local Union.

1. Call to order by President.
2. Roll Call of Officers.
3. Reading of Minutes of Previous Meeting.
4. Notices of Motion to be called for.
5. Report of Committees.
6. Nomination and Election of Officers.
7. Financial Recording Secretary's Report.
8. President/Business Agent's Report.

9. Unfinished Business.
10. New Business and Welfare of Local Union.
11. Installation of Officers.
12. Adjournment.

## **Article 29 - THE SPECIAL MEETING**

The special meeting may be held at the call of the President, who, in doing so, shall act with the authority of the Executive Board, or a two-thirds majority of a General Meeting. A special meeting shall keep within the limits of that for which it was called and shall have power of decision. A special meeting called during negotiations between the Local Union and some person or persons or some corporate body with which negotiations are in progress, shall have the power of decision concerning this subject or these subjects only, and then within the limits stated in the notice calling for such a meeting.

## **Article 30 - ORDER OF BUSINESS FOR A SPECIAL MEETING**

1. Call to order by President.
2. Examination of Members by Warden.
3. Roll Call of Officers.
4. The reading of the Notice calling the Special Meeting.



5. Formulation of Recommendations or Resolutions.
6. Adjournment.

### **Article 31 - DISCIPLINE**

Discipline shall be exercised in accordance with the provisions of the Constitution and by the method authorized therein.

### **Article 32 - CONDUCT OF MEMBERS AT ALL MEETINGS**

The decorum of the meeting shall be maintained by all members.

### **Article 33 - THE POSTPONEMENT OR CANCELLATION OF A MEETING**

A meeting called for a certain time at a certain place, and the number of members necessary for a quorum not being present at thirty (30) minutes after the time at which the meeting was to have been called to order may be postponed.

The calling of the postponed meeting to be left to the Executive Board.

## Article **34 - DURATION OF SPEECH DURING DEBATE**

The duration of any speech upon any question at any meeting shall not exceed three (3) minutes except with permission of the chair.

## Article **35 - QUORUM**

Fifteen (**15**) members shall constitute a quorum of a meeting of the Local Union. The attendance book shall be closed one hour after official time for which the meeting has been called.

## Article **36 - ORDER OF PRECEDENCE OF ROUTINE MOTIONS**

When a question is before a meeting of the Local Union, no motion, other than the motions following, shall be in order.

1. The Motion to Adjourn.
2. The Motion to Adjourn and Debate.
3. The Previous Question.
4. Motion of Referral.

One of these motions, being moved and seconded, no other motion may be presented, until the meeting decides concerning this question of routine and the

decision shall be made without debate. On a motion to refer, Robert's Rules of Order shall prevail.

### **Article 37 - NOTICES OF MOTION**

Notices of Motion shall be given at a General Meeting only. The member moving the motion must attend said meeting.

Should such a motion be found to be illegal, the President shall inform said member in writing. In such cases, the member may appeal to the next General Meeting. The debate on such a motion shall not take place until the next General Meeting from first presentation and there disposed of.

### **Article 38 - RECONSIDERATION AFTER RESCINDING**

Reconsideration of any question formerly resolved is possible only after rescinding of the resolution relating to that question and after any person or persons who has or have acted in good faith upon the resolution to be rescinded, has been or have been protected by resolution of the meeting at which the rescinding occurs. If the rescinding occurs at the same meeting at which the resolution to be rescinded, came into being, the mover of the motion

to rescind must be one of those who voted in favour of the resolution to be rescinded, but if the rescinding occurs at a meeting subsequent to that at which the resolution to be rescinded came into being, any member may move the motion to rescind. The rescinding of a resolution shall not be resolved upon unless and until two-thirds (2/3) or more of the members present vote in favour of rescinding.

### **Article 39 - COMMITTEES**

The President reserves the right to appoint any and all committees. By-Laws Committee shall be a standing committee for the term of the current Executive Board.

### **Article 40 - ORDER OF BUSINESS OF THE COMMITTEE**

1. Call to order by Chairman.
2. Roll Call of members of the committee.
3. Reading of Minutes of Previous Meeting.
4. Determination of Action.
5. Adjournment.

### **Article 41 - REWARD FOR ASSAULTS**

In the event of a serious assault on any member of

the Local Union, the President shall be empowered with the concurrence of the Executive Board to offer a reward of up to five hundred dollars (\$500.00) for the arrest and conviction of the assailant(s), such action to be reported at the next Executive Board meeting of Local 1572. Any increase in the above, other than that specifically spelled out shall be subject to the approval of the Executive Board and General Membership meeting.

#### **Article 42 - GENERAL VOTE**

Whenever there is submitted to the Local Union any question which, in the opinion of the Executive Board requires resolution by all members, the Executive Board shall give authority for the preparation of the Ballot, and shall arrange for the voting of all members.

#### **Article 43 - NOMINATIONS AND ELECTION OF OFFICERS/SHOP-STEWARDS**

1. As per Article 14.1 of the Constitution. The term of office for elected Officers/Shop-Stewards shall be for three (3) years.
  - 1a. Any member seeking an elected position of the Local Union shall be in compliance of Article 14.02

of the International Constitution and General Laws  
of The Amalgamated Transit Union

2. Nomination to be held at the November General Meeting.
3. Nomination papers to be made available and properly filled with the Financial Recording Secretary ten (10) days in advance of the nomination meeting. Providing eligibility as per our Constitution and By-Laws are met.
4. Voting to take place on the third Thursday following the November General Meeting.
5. **An** advance poll will be conducted at the Union Office between the hours of 9.00 a.m. and 5.00 p.m., on the second Thursday following the November General Meeting. The advance poll will be conducted by the Chief Returning Officer. **At** the close of voting a seal bearing the imprint of Local 1572 **ATU** and the signature of the Chief Returning Officer and a witness **must** be affixed over the slot.
6. Board Membersishop-Stewards from Transportation, Maintenance and Shelter Groups to be elected by and from their department only. Shop-Stewards for location to be elected by the entire membership with

respect to their department.

7. Voting to take place in each division between the hours of 7.30 a.m. to 7.30 p.m.
8. The Executive Board shall appoint one Chief Returning Officer and two Election officers for each division where the voting will take place. The election officers will be instructed in their duties.
9. There shall be two (2) members for the ballot at each division. One from transportation and one from maintenance.
10. **All** elections shall be conducted in accordance with the Canadian Voting System (simple majority) where two (2) or more qualified members are nominated for an office, the member receiving the most votes shall be declared elected.
11. When no qualified members are nominated and two (2) or more unqualified members are nominated for an office, the member receiving the most votes shall be declared elected.
12. No election will be held if only one (1) qualified member is nominated, but that qualified member shall be acclaimed to the office.

13. When no members are nominated for a position, the President shall have the authority to appoint a member to the position.
14. On balloting, where there is one (1) to be elected, the elector shall vote for one (1) only. In case of two (2) or more to be elected, the elector shall vote for up to the number to be elected and each such vote shall count as one (1) vote for each candidate so indicated.
15. A ballot, on which the elector has voted for more than the number to be elected, where erasure or other changes show, shall be deemed a spoiled ballot.
16. A legal ballot shall be a ballot clearly marked in the space provided up to the number of candidates to be elected.
17. No ballots shall be mailed to any member.
18. It will be the responsibility of the Financial Recording Secretary to provide all Candidates and the Chief Returning Officer with a copy of the Rules and Regulations as per Local 1572 By-Laws pertaining to the election, no later than the following day of the nomination.



## Article **43.1 Duty of** Tellers

The following procedures must be strictly observed by all tellers:

1. Tellers must sign procedure sheet when receiving ballots.
2. Ballots and other materials must be checked by tellers.
3. After both tellers are satisfied that the box is empty, the box must be locked. Ballot boxes must not be unlocked for any reason until they are returned to the counting location.
4. The tellers must make sure that there are no candidate cards anywhere near the ballot box and that candidates do not linger in the vicinity of the polling area.
5. No Returning Officer or Teller shall advise any member on the merits of any candidate or issue.
6. If the status of any member is in doubt his/her name must be checked with the Returning Officer who is on call at the Union Office during polling hours.

7. Members' names must be struck off the nominal roll when they receive a ballot(s).
8. Two (2) tellers must be present when voting is in progress; ballots must not be issued when only one (1) teller is present at the ballot box.
9. Spoiled ballots must not be destroyed. These must be retained and placed in an envelope marked ASpoiled Ballots@. Replacement ballots will be issued and spoiled ballots must be returned with the unused ballots to the counting location.
10. At the close of voting the seals bearing the imprint of Local 1572 ATU and the signatures of the tellers and the Assistant returning Officer must be affixed over the slot and the opening seams of the boxes. The boxes will be delivered to the counting location promptly by both tellers and the Assistant returning Officer.
11. The only form of campaign material permitted in any Local 1572 election shall be a sheet/cardboard no larger than 8 1/2 x 11 inches at each location.
12. All campaign material must be submitted for posting by 4.30 p.m. no later than ten (10) days following nominations to the Returning Officers. The

Returning Officer will post all campaign material by 4.30 p.m. at each location on the following day. No exceptions, additions or removals will be allowed after this date. All campaign material will be posted alphabetically within their respective nominated positions.

13. All ballots for voting shall contain each candidate's surname first, followed by the first given name.
14. Pensioners shall only vote for the President/Business Agent, Vice-president and Financial Recording Secretary.
15. There will be ~~two~~ **(2)** six (6) hour shifts for the teller positions. These shifts will pay a regular hourly rate of eight (8) hours depending on job classification. The first shift of tellers will work from 7:30 am to 1:30 pm. The second shift of tellers will work from 1:30 pm to 7:30pm All ballots will be of tear off design in booklet form. The stub of the ballot will be on the left hand side of the booklet and bear a serial number to track the number of ballots distributed in total. The ballot will only bear the names of nominated candidates and the position in which they where nominated.
16. **All** ballots will be put out to tender.

## Article 43.2 - COUNTING, SCRUTINEERS

1. The counting of ballots shall be done at the Union Office. No candidates will be allowed in the office when the counting is been held.
2. When an election of Local Union Officers/Shop-Stewards is held a candidate shall have the right to use inside and outside scrutineers at the polls and one (1) only at the counting of ballots. Such request must be made in writing to the Chief Returning Officer seven (7) days prior to the election. **All** scrutineers must be in possession of credentials signed by the Chief Returning Officers. Scrutineers shall refer all questions only to the Chief Returning Officer, who shall instruct all scrutineers on their rights and privileges before counting of ballots begin.
3. At the counting of ballots, all scrutineers shall be permitted to observe the manner in which the ballots are being counted. Scrutineers shall be permitted to examine spoiled ballots.
4. The Chief Returning Officer decides if any ballot is to be accepted or rejected and the decision is only subject to review on recount.

### **Article 43.3 Balancing of the Ballots and Electoral Lists**

1. The Chief Returning Officer will delegate the Assistant returning Officers to balance the number of ballots issued with the number of voters off the electoral lists.
2. The number of ballots, the number of voters and the total numbered-ballot booklet stubs must balance according to the formula supplied to the Chief Returning Officer after the nominations have been completed.

### **Article 44 - RECOUNT**

A request for a recount shall be made in writing to the Financial Recording Secretary, the request to reach the Financial Recording Secretary not later than one (1) week after the posting of results of the election.

This request for recount shall be placed by the Financial Recording Secretary before the General Meeting of the Local Union next following the time of receipt by him of request.

This meeting shall decide if a recount shall be taken, and if the decision provides for a recount, the

meeting shall decide the time of recount, the method by which the recount shall be taken and shall name by resolution the person or persons who shall be responsible for the recount. The cost of any recount that is approved by a membership meeting shall be borne by Local Union 1572.

## **Article 45 - DELEGATES TO CONVENTIONS**

1. Delegates to any Convention that takes place in the country of Canada other than the ATU International Convention shall be determined at the General Meeting at which Convention call is read. Only members of the Executive Board and Shop-Stewards are eligible to attend as Delegates.
2. Delegates to the ATU International that takes place in any country shall be determined by way of election as per Article 43, 43.1 & 43.2 set out in the local bylaws. Any member in good standing within the Local Union shall be entitled to be nominated and run for (one) 1 Delegate position.

Each Local Union is allowed a predetermined number of Delegates under the ATU International Constitution and General Laws by way of total membership.

All Local Union members who accept the nomination for the position of Delegate to the ATU International Convention shall be required to declare the numbered position in which he or she chooses to run for.

Monies obtained from the Canadian Council for airfare to these Conventions must be returned to Local 1572.

Delegates elected to attend conventions and/or Union functions in the USA shall be paid in US currency and/or Canadian currency, whichever is higher. Delegates/Alternates to all Conventions, will, on each and every day of such convention report to the President, at a time and place designated by the President, and there receive instructions as to their duties for the day, and at the first General Meeting following his return from the Convention, the President shall report to the membership as to whether or not the Delegates carried out their assigned duties conscientiously and to the limit of their abilities.

#### **Article 46 - DELEGATES TO LABOUR SPONSORED EDUCATION COURSES**

Delegates wishing to attend Labour sponsored

educational courses, such as C.L.C. etc; if qualified by meetings, and obtaining permission from the a General membership Meeting, prior to course beginning, shall be reimbursed for cost of course, upon attending seventy-five percent (75%) of classes.

#### **Article 47 - PAY OR ALLOWANCES**

Any Officer of Local Union 1572 attending any ATU functions, ie: Intemational Executive Board, Canadian Council, Eastern Canadian Joint Council and receiving pay and/or allowances for attending such functions shall have the right to elect to **take** which ever pay and or allowances is greater than allowed him under the By-laws of Local Union 1572 and in NO case shall he be entitled to both.

#### **Article 48 - NEGOTIATIONS BETWEEN THE LOCAL UNION AND MISSISSAUGA TRANSIT**

The Local Union, upon resolution of a general Meeting, or of a Special Meeting called during negotiations for a purpose which permits the resolution, authorize the method of negotiation, including conciliation or arbitration, in reference to a difference to which the Local Union may be a party.



The President shall elect from the Executive Board, members needed to assist him negotiations.

## **Article 49 - CHANGES TO BY-LAWS**

Any amendment or change to these By-Laws shall be submitted in writing and read at two (2) regular meetings of the Local Union before adoption and shall require a two-thirds (2/3) vote of the membership in attendance at the second meeting. After adoption by the Local Union, the By-Laws, rules or amendments so adopted shall be forwarded to the International President before going into affect.

The By-Laws Committee, when reporting to Membership for its approval of any proposed changes shall do so at a Regular Meeting.

All changes in the By-Laws may be sent to the printers and shall be inserted into the By-Laws.

The Executive Board will present its recommendations to the By-Laws Committee whenever it is convened.

These By-Laws are subject to review yearly, and must be done so in the year of the International Convention.

## Article 50 - BUILDING FUND

The amount of two dollars (\$2.00) per member, per month and one hundred forty dollars (\$140.00) per member from the initiation fees be allocated to a building fund from the Local Union 1572 general funds, to be reassessed on a yearly basis in accordance with article 13.5 of the Constitution and General Laws.

The President shall at the last or first general meeting of each year make a report to the membership on the welfare of the building fund.

## Article 51 - CHARITABLE DONATIONS

No Charitable Donations to exceed three hundred dollars (\$300.00) unless the Executive Board recommends and approval of the general membership or Notice of Motion. Limit of two (2) recognized charities per year.

### Article 51.1 SPECIAL DONATIONS

The power to resolve concerning any decision of special donations will reside in a general meeting through notice of motion.

## Article 52 HONORARIUM

Vice-president	-20 hours
Financial Recording Secretary	-20 hours
Board Member Transportation	-15 hours
Board Member Maintenance	-15 hours
Shop-Stewards Transportation	-10 hours
Shop-Stewards Maintenance	-10 hours

Any member of the Executive Board or any Shop-Steward who fails to attend a General Meeting without proper notification to the President shall forfeit their Honorarium for the following month.

## Article 53 - FULL TIME SALARIED OFFICERS

The President's salary shall be five percent (**5%**) higher than the highest classification rate of pay amongst union members.

The salaries of the full time Officers shall be increased on the percentage gained in contract negotiations.

The salaries of the full time Officers shall be paid on a five day work basis. **All** other expenses shall apply under the Local Union 1572 By-Laws. The pay period is to be the same as the Company payroll.

The benefits of the full time Officers shall be the same as the Benefits provided by the Transit department as per the Local Union 1572 collective Agreement. Any or all Benefits paid by the transit Department shall be borne by the Local Union 1572.

The full time Officers shall pay Union dues as per Local Union 1572 By-Laws.

The salaries of the full time Officers shall cease if there is a strike or lockout.

The full time Officers will not be entitled to the monthly honorarium.

The full time Officers' hours shall be from 8:30 am through 4:30 pm except when authorized by the President/Business Agent.

**53.1** The Full Time Officers shall consist of:  
President/Business Agent

#### **Article 54-Half-Time/Full-Time Officer**

The Financial Secretary Treasurer shall be a half-time/full-time Officer.

The salaries of the half-time/full-time Officer(s) shall be increased on the percentage gained in contract negotiations.

The salaries of the half-time/full-time Officer(s) shall be paid on a five day work basis. All other expenses shall apply under the Local Union 1572 By-Laws. The pay period is to be the same as the Company payroll.

The benefits of the half-time/full-time Officer(s) shall be the same as the Benefits provided by the Transit department as per the Local Union 1572 collective Agreement. Any or all Benefits paid by the transit Department shall be borne by ATU Local 1572.

The half-time/full-time Officer(s) shall pay Union dues as per Local Union 1572 By-Laws.

The salaries of the half-time/full-time Officer(s) shall cease if there is a strike or lockout.

The half-time/full-time Officer(s)' hours shall be 8 hours per day. Each work day will consist of four hours minimum per day or as close as possible of regular company duties and the balance of hours

shall be to perform union business, except when authorized by the President/Business Agent.

#### **Article 54.1- Vice-president Half-Timemart-Time Officer**

The Vice-president shall be a half-time/full time Officer as of August 4, 2003.

The salaries of the half-time/full-time Officer(s) shall be increased on the percentage gained in contract negotiations.

The salaries of the half-time/full-time Officer(s) shall be paid on a five day work basis. All other expenses shall apply under the Local Union 1572 By-Laws. The pay period is to be the same as the Company payroll.

The benefits of the half-time/full-time Officer(s) shall be the same as the Benefits provided by the Transit department as per the Local Union 1572 collective Agreement. Any or all Benefits paid by the transit Department shall be borne by ATU Local 1572.

The half-time/full-time Officer(s) shall pay Union dues as per Local Union 1572 By-Laws.

The salaries of the half-time/full-time Officer(s)

shall cease if there is a strike or lockout.  
The half-time/full-time Officer(s)' hours shall be 8 hours per day. Each work day will consist of four hours minimum per day or as close as possible of regular company duties and the balance of hours shall be to perform union business, except when authorized by the President/Business Agent.

## **Article 55 - VACATIONS**

Full time salaried Officers shall have annual vacations corresponding to their entitlement as per the Local Union 1572 Collective Agreement. Periods of vacation to be determined by the Officers themselves. Vacations shall be completed in the year of entitlement.

When a Statutory or Designated Holiday falls within a salaried Officers' vacation period, he shall be entitled to an extra day pay or time off in lieu.

When a full time salaried Officer elects to retire on the 31st of December, he shall be paid vacation pay by Local Union 1572.

# RULES AND REGULATIONS



## LOCAL UNION 1572 MISSISSAUGA, ONTARIO

TRANSIT/A.T.U.  
HANDBOOK



*mississauga  
transit*



# **RULES & REGULATIONS**

## **FOR MEMBERS OF LOCAL 1572, ATU**

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## 1.0 Introduction:

- 1.1. Mississauga Transit (the Company) has the responsibility to provide the public with a safe, courteous, convenient, and reliable transit system. **As an** employee, you share these responsibilities and therefore you have an obligation to exercise good judgement and conduct yourself in a professional manner in order to provide the best quality service to our customers and the public.
- 1.2. The following rules and regulations are in place *so* that employees may know what is expected of them and help to ensure that Mississauga Transit consistently maintains a safe, courteous, and reliable service to its customers and the public.
- 1.3. These rules and regulations are intended as guidelines on the Company's expectations of an employee's performance and responsibilities and it should be understood that occasions and situations will arise that are not covered specifically in these Rules and Regulations. Should such an occasion or situation occur, you are expected to exercise good judgement, and to conduct yourself in a professional manner. In addition and from time to time, the Rules and Regulations will be supplemented, amended, and

revised by general instructions, bulletins or special notices to meet changing conditions.

- 1.4. **All** employees have been supplied with, and it is your responsibility to be familiar with, all rules and regulations, policies, general instructions, bulletins, and special notices. The lack of knowledge, or failure to familiarize yourself with these guidelines, will not be accepted as an acceptable reason to excuse negligence **or** breach of regulations. Any concerns or questions should be directed to your immediate supervisor.
- 1.5. Where an employee has failed to comply with these Rules and Regulations, or when an employee's conduct or behaviour is unacceptable to the Company, appropriate disciplinary action may result.
- 1.6. **All** disciplinary action will, where appropriate, be progressive in nature, dependent on the circumstances and severity of the incident, and range from a verbal warning, written warning, or suspension, up to and including, dismissal. It is understood that each situation will be considered individually and each instance where disciplinary measures are taken will be based on the severity of the employee's actions, prior work record, discipline record, the individual

circumstances, and the requirement of the Company to take appropriate and suitable disciplinary action.

## **2.0 Accident/Incident Reporting**

- 2.1. In order to fully protect the health, safety, well being, and interests of passengers, the public, employees, third parties and the Company, it is mandatory that all accidents and all incidents be reported to the Company immediately and all pertinent information be obtained regarding the circumstances of the accident or incident.

It is a Company requirement that:

- 2.2. **All** accidents and all incidents must be reported to the employee's Supervisor or the Transit Control office (Control) immediately by use of radio, telephone, **or** any other reasonable means. This would include accidents or incidents involving personal injury, third-party injury, damage to equipment or damage to property, on Company property, in a Company vehicle, or while otherwise representing the Company.
- 2.3. All employees are required to remain at the scene of an accident **or** incident in which they are involved, no matter how minor, unless otherwise instructed by a Supervisor, Control **or** Police.

- 2.4. The employee is required to co-operate in the investigation and provide a written report setting out all facts related to the accident or incident and is required to do **so** prior to going off duty, unless prevented by personal injury.
- 2.5. Further details are included in the Standard Operating Procedures for accidents.
- 2.6. Failure to comply with the above requirements may result in disciplinary action up to and including dismissal.

### **3.0 Driving Behaviour**

- 3.1. It is a Company requirement that all employees operating Company vehicles must be familiar with and obey local laws and traffic regulations, including those **of** the Highway Traffic Act, the Commercial Vehicle Operators' Registration regarding the operation of motor vehicles, and adherence to local by-laws. Employees operating Company vehicles must practice defensive driving together with all other factors related to the safety of the driver, passengers, the public, third parties, and the vehicle.  
In addition, all employees must:
- 3.2. Not unnecessarily delay service while operating a

Company vehicle, which includes schedule adherence, not maintaining the designated speed limit, deadheading or travel time, allocation assignment or change off assignments.

- 3.3. Not smoke in any prohibited areas such as in the bus, doorway of the bus, terminals, shelters, stations and washrooms, or any other restricted location or structure as detailed in the Standard Operating Procedure regarding “The Smoke Free Workplace”.
- 3.4. Have full attention for driving the bus, boarding/alighting customers, and answering enquiries.
  - 3.4.1. Not read newspapers, magazines, books, etc. at any location other than when on a scheduled lay-over time at a specified location or terminal.
  - 3.4.2. Not operate a Company vehicle while using or being in the possession of ear phones, scanners, other radio systems, telephones, walkman’s, audio, visual, and any other technology.
- 3.5. Comply with **all** posted signage and instructions regarding the operation, parking, or use of all Company vehicles.
- 3.6. Employees must report in a timely manner **all** defects

that are known or ought to be known in all Company vehicles and equipment by completing a Vehicle Condition Report (VCR) in a clear, legible and descriptive manner. The VCR must be void of any personal comments.

- 3.7. Failure to comply with the above requirements may result in disciplinary action up to and including dismissal.

#### **4.0 Licence Requirements**

It is a Company requirement that all employees required to hold a specified driver's licence as a condition of continued employment must:

- 4.1. Ensure that their licence is valid, appropriate for their classification and in good standing at all times, and notify the Company of anything that may impact this.
- 4.2. Have this licence in their possession at all times while on duty.
- 4.3. Produce this licence for inspection when requested to do so by authorized Company personnel.
- 4.4. Failure to produce a valid, specified driver's licence will result in immediate suspension from duties

without pay until the employee is able to produce the appropriate documentation and may result in disciplinary action up to and including dismissal.

- 4.5. Failure to qualify, maintain, or renew a valid, drivers licence for their classification, including instances where an employee's licence is suspended, will result in an overall performance review and may result in disciplinary action up to and including dismissal.

## **5.0 Attendance**

The Company has an Attendance Management Program designed to ensure that the City of Mississauga has a reliable Transit system, and as far as possible, all employees understand the importance of an acceptable record with regard to attendance and punctuality. In addition to the details of the Attendance Management Program, it is a requirement that:

- 5.1. On a daily basis all employees must notify the Company when they are unable to report for duty. A minimum of one (1) hour notice, prior to an employee's report time, is required when reporting any absence.
- 5.2. Any employee who has been absent from work due to illness or injury for an extended period (three (3) days or more) must submit their supporting medical documentation within (3) three days of the start of their



absence; and, the employee:

5.2.1. must notify their Supervisor or Manager of their intention to return to work at least twenty-four (24) hours prior to their return; and

5.2.2. shall provide the Company with a Medical Certificate prior to their return to work. Medical documentation acceptable to the Company may be requested for absences of a shorter duration at the discretion of the employee's Supervisor or Manager. Cost for such documentation is to be borne by the employee.

5.3. **All** employees are required to co-operate, and regularly communicate, during office hours with the Company throughout their recovery and to provide information necessary for an early and safe return to work when:

5.3.1. the employee is in receipt of or qualifying for benefits;

5.3.2. participating in a return to work plan; and,

5.3.3. participating in an accommodation plan.

5.4. Employees engaging in any occupation or performing

any work for compensation or profit, while absent from work due to illness or injury, without written authorization, will be subject to immediate dismissal. Any employee in receipt of benefits must not engage in any activities inconsistent with the reason for their absence.

**5.5.** All employees are expected to be on time for their assigned report time. All incidents of lateness will be addressed by a Supervisor or Manager.

**5.5.1.** Employees reporting late for work shall be allowed to finish the remaining portion of their shift, providing that such employee reports no later ~~than~~ one (1) hour from the regular report time. The employee shall be paid from the time of their actual report time to the finish of the shift.

**5.5.2.** Employees reporting later than one (1) hour for their assigned duties may not be permitted to start work at the discretion of Management. Anyone not permitted to start work will be recorded as a no show for that shift.

**5.6.** Once an employee has reported for their assigned shift, he/she shall not leave work before the completion of assigned duties or prior to a scheduled punch-out time

without proper authorization from the appropriate Supervisor or Manager.

- 5.7. Failure to comply with the above requirements may result in disciplinary action up to and including dismissal.

## **6.0 Conduct**

- 6.1. The public's image of Mississauga Transit depends largely on the conduct of all employees of Mississauga Transit. Employees are engaged in a public service in which they will be called upon to exercise considerable patience, tolerance and self-control. Employees shall be expected to extend every consideration towards passengers, the public, fellow employees and management. Every employee is expected to treat everyone with respect, tact, and good public relations, to enhance the service at every opportunity.
- 6.2. An employee will adhere to the City's workplace behavior policies including but not limited to: Fraud & Theft, Conflict of Interest, Internet Access & Acceptable Use, Electronic Mail, Standard of Behavior and Respectful Workplace.

Disciplinary Action - Up to and including dismissal

- 6.3. **An** employee will not consume, use, or have in his/her possession any intoxicants, narcotics, or other harmful drugs or substances while on duty or on Company property.

Disciplinary Action - Immediate Dismissal

- 6.4. **An** employee will not report for work under the influence of any intoxicants, narcotics, or other harmful **drugs** or substance, which may prohibit the safe performance of his/her duties.

Disciplinary Action - Up to and including dismissal

- 6.5. **An** employee will not consume, use, or be under the influence of intoxicants, narcotics, or other harmful drugs or substance while wearing the Company uniform in full or pari or while displaying the Company insignia in public.

Disciplinary Action - Up to and including dismissal

- 6.6. **An** employee shall immediately advise the Company of a medically prescribed treatment, drug or substance that may affect or impair the employee in the safe performance of their duties.

Disciplinary Action - Up to and including dismissal

- 6.7. Theft of transit fares or other revenues, City owned equipment or property, or the property of others will result in immediate dismissal.
- 6.8. Willful, deliberate damage, tampering, or destruction of City owned equipment or property, or the property of others by any employee will result in disciplinary action up to and including dismissal.
- 6.9. Any employee, who deliberately falsifies any reports or time keeping records submitted to the Company, will be subject to disciplinary action up to and including dismissal.
- 6.10. **All** operators are to ensure that customers pay the proper fare or have presented valid tickets, transfers or passes and are expected to follow all instructions with regard to the proper collection of fares and transfers. It is understood that, after a reasonable effort to enforce fare collection, an operator may use their discretion in this regard.

Any incidents of neglect of duty in this area **will** be addressed and disciplinary action may be taken according to the individual circumstances.

- 6.11. All operators are required to follow all instructions with regard to the proper operation of fare collection

equipment and the recording of ridership information.  
Disciplinary Action • Up to and including dismissal

- 6.12. While on duty, all employees will not use or be in the possession of ear phones, scanners, other radio systems, walkmans, audio or visual equipment or other devices which would impede the safe operation of their vehicle or the proper execution of their duties.

Disciplinary Action • Up to and including dismissal

- 6.13. The use of a cell phone while operating a Company vehicle is strictly forbidden.

Disciplinary Action • Up to and including dismissal

- 6.14. Every employee is expected to appropriately use Company communication equipment effectively. Any misuse of Company communication equipment may be cause for disciplinary action up to and including dismissal.

- 6.15. Employees are expected to deal with customers and the public in a professional and courteous manner. All incidents of inappropriate behavior in this area will be addressed and disciplinary action may be taken according to the individual circumstances, up to and including dismissal.

- 6.16. Every employee will follow all reasonable verbal and written instructions issued by Report & Allocation staff, Supervisors or Managers. All incidents of insubordination, by word, act or demeanor will be subject to disciplinary action up to and including dismissal.
- 6.17. Any employee engaging in any act of assault or altercation, and/or any verbal or implied threat, will be subject to disciplinary action up to and including dismissal.
- 6.18. An employee shall not obstruct emergency service personnel in the carrying out of duties. All incidents of inappropriate behavior in this area will be subject to disciplinary action up to and including dismissal.
- 6.19. Any employee who violates the Ontario Human Rights code or the Canadian Charter of Rights and Freedom will be subject to disciplinary action up to and including dismissal.

## **7.0 Dress Code (Operators and Cashiers)**

- 7.1. The uniform and uniform insignia identify the wearer as a Mississauga Transit employee. All employees required to wear a uniform will only wear the authorized, issued uniform which will be neat and

clean in appearance. It is important to understand that the public may not know if an employee is on duty, finished their shift, or are on the way to or from home. By following the dress code, employees portray to the public a pride in their image and project a professional appearance.

It is a requirement of the Company that:

- 7.2. Only Company issued items of uniform clothing may be worn while on duty. No personal substitutions of any item may be worn.
- 7.3. **All** operators and cashiers must report to work in a clean, well maintained and neat uniform.
- 7.4. Operator neck ties are optional; however, when not wearing a neck tie only the top button of the shirt may be left undone.
- 7.5. Summer dress regulations will become effective the second Monday in May up to the first Sunday in October. During this period, operators may wear company-issued shorts and golf shirts.
- 7.6. Shoes must be clean **and** meet safe driving standards. Open toes and heels or running shoes are not acceptable. **All** shoes should be black, navy, or charcoal



grey in colour. **All** personal accessories (including but not limited to: belts, suspenders, gloves, socks, turbans, etc.) must be black, navy, or charcoal grey in colour, and management reserves the right to approve the wearing of such items.

- 7.7. **All** head wear must be Company issued or approved and worn appropriately. **A** peaked cap or hat must be worn with the peak facing forward.
- 7.8. Winter footwear may consist of any winter style boot, and must be kept clean and in good repair. Winter footwear must be black, navy, or charcoal grey in colour. Toe rubbers or other overshoe rubbers are acceptable in cold or wet weather, and must be black, navy, or charcoal grey in colour.
- 7.9. **All** operators and cashiers must report for work, clean shaven with their hair well trimmed and neat in appearance.
- 7.10. Beards must be neat, trimmed and groomed. Operators and cashiers may only grow a beard while absent from work for a minimum of seven (7) calendar days.
- 7.11. **All** employees must not wear accessories that are non business related.

- 7.12. All operators must wear their employee identification badge in an appropriate, visible location, while on duty, or while on Company property.
- 7.13. Company-issued mock turtlenecks may only be worn under Company-issued, long-sleeve shirts.
- 7.14. Failure to comply with the above requirements may result in disciplinary action up to and including dismissal.

## **8.0 Maintenance Employees**

- 8.1. Tools and equipment requisitioned from the Stores Section shall be requested on the proper form and signed by the employee requesting the tools/equipment. All tools and equipment drawn on a Tool Tag must be returned to the Stores at the completion of the task(s) or the employees shift.
- 8.2. All employees shall be properly dressed, ready for work, and commence work at their scheduled starting time.
- 8.3. Employees working overtime must have the overtime approved by their Supervisor and must complete the appropriate forms as required by overtime policies.

- 8.4. Work orders shall be prepared on all work to be performed by the maintenance staff. **All** maintenance staff shall comply with the Transit work order and time recording instructions.
- 8.5. Mechanics, mechanics helpers, and/or apprentices shall be required to check the oil, transmission fluid, wheel indicators, and coolant of any vehicle that is in the garage for repair before it leaves.
- 8.6. **All** forms, work orders, and/or reports shall be properly and correctly completed by employees.
- 8.7. No unauthorized vehicles, employees, or other persons shall be allowed in the maintenance areas (including wash or garage areas).
- 8.8. Il licenced mechanics must have and display in the garage, a current Certification of Qualification for Truck and Coach Technician and Automotive Service Technician as issued by the Ontario Ministry of Education and Training, and all apprentices must be registered and in good standing with the Department of Labour.
- 8.9. **All** mechanics, body persons, and apprentices must own a set of hand tools, which enables them to perform their assigned duties efficiently, and shall be required

to maintain their tools and equipment in working order. **An** employee's tool inventory in the workplace is subject to audit by supervision and/or management.

- 8.10. Failure to comply with the above requirements may result in disciplinary action up to and including dismissal.

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