

1998 Agreement

between

**The Hamilton Street
Railway Company**

and



**Amalgamated Transit
Union Local 1585**

A.F.L. - C.L.C.

Hamilton, Ontario

THIS AGREEMENT

Dated the 1st Day of April 1998

Between:

THE HAMILTON STREET RAILWAY COMPANY
Of the Regional Municipality of Hamilton-Wentworth
In the Province of Ontario
Hereinafter called the Company

OF THE FIRST PART.

-and-

THE AMALGAMATED TRANSIT UNION
LOCAL **1585**
Of the said Regional Municipality of Hamilton Wentworth
In the Province of Ontario
Hereinafter called the Union

OF THE SECOND PART.

AGREEMENT

CONDITIONS APPLICABLE TO ALL EMPLOYEES

ARTICLE 1 -PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees in order to facilitate the provision of effective and efficient public transit services, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this agreement.

1.02 Words importing the singular number or the masculine gender shall, unless the context otherwise requires, include the plural or the feminine gender as the case may be and vice versa.

ARTICLE 2 -RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agency for all of its salary-rated employees, coming within the job classifications as set out in schedule 'A'.

Notwithstanding the enumeration of the foregoing, the following classifications in both companies shall be exempt: General Manager of Transportation, Operations and Environment, Director of Engineering, Director of Operations, Director of Transportation Services, Manager Accounting Services, Manager Process Control, Garage Superintendent, Superintendent Street Operations, Maintenance Supervisor, Manager Manpower Planning, Manager Safety Service & Adjusters, Safety/Training Officer, Service Quality Manager, Manager Purchasing, Stores & Security, Manager Fare & Revenue Administration, Manager Service Performance, Programmer/Analyst, Route Supervisor, Supervisor Customer Service, Supervisor Planning/Operational Design, Systems Administrator, Employee Health Coordinator, Training Supervisor, Coordinator Transit Planning, Risk Management/Insurance Coordinator, Payroll Supervisor, Administrative Assistant I, Communications Officer, Recruiting/Benefits Coordinator, WSIB Claims Coordinator, Customer Service Representative, Income Protection/Records Coordinator, Programmer, Systems Support Coordinator, Administrative Assistant III, Administrative Assistant/Statistical Records, Chauffeur, Claims Assistant, Claims Representative, Service Manager, Administrative Assistant IV, Personnel Clerk, Safety/Training, Security Guard, Manager Human Resources, Medical Director and those above those ranks, persons regularly employed for not more than 24 hours per week, students

employed during **school vacation** periods, and casual or temporary labour hired for a definite term or task not to **exceed** 6 months.

Notification of the **start** date for all temporary persons hired will be furnished to **the** Union at the commencement of **the term** of employment. In no case shall a **temporary** person be employed for more than six months in any one year calculated from the first date of employment, unless **that** person is hired as a permanent employee.

NOTE: **There** is no intent to change the previous language of this clause. The changes are only an update to **reflect** the current job titles. (Nov. 22, 1996)

ARTICLE 3 -RELATIONSHIP

3.01 The parties mutually agree that any employee of the Company covered by this agreement must become a member of the Union.

3.02 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in the Union, or by reason of any activity or lack of activity in the Union.

3.03 The Union agrees it will not **discriminate** against, **coerce**, restrain or influence any employee because of his membership, his activity or lack of activity in the Union.

3.04 The Union will not engage in Union activities. or hold meetings on the **property** or in the vehicles of the Company, or during working hours without the permission of **the** General Manager of Transportation. **Operations** and Environment.

ARTICLE 4 -MANAGEMENT RIGHTS

4.01 The Union **recognizes** the right of the Company to operate and manage its business in all respects in accordance with commitments and **responsibilities**, the Operating schedules, the direction of the working forces, the right to decide on the number of employees required by the Company at any time. and jurisdiction over all operations, buildings, machinery, **tools**, equipment and employees are solely and exclusively **the** responsibility of the Company. The Company also has the right to make, alter and enforce from time to time Rules and Regulations to **be** observed by the employees, but before altering **any** such Rules. the Company must discuss same with the duly accredited officers of the Union, and give **them** an opportunity of making representations with regard to proposed alterations.

4.02 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

4.03 Without limiting the generality of the foregoing provisions it is expressly understood and agreed that reporting for work with an alcoholic breath, drunkenness or drinking intoxicants while on duty or on the Company property, or while in the Company uniform; or breach of trust including while acting in a fiduciary capacity; or knowingly failing to carry out lawfully assigned duties; or failure to meet bonding standards; or habitually gambling after being duly warned; or abuse of employees' passes; or unsatisfactory attendance or punctuality after being duly warned; or accidents through carelessness, negligence or disregard of ordinary safety precautions shall be deemed to be sufficient cause for the dismissal of an employee. Nothing herein contained shall prevent an employee from taking a discharge case through the Grievance procedure to determine whether or not the act complained of was committed.

An employee with 2 or more years' service, whose normal duties involve the operation of a Company vehicle will not be subject to dismissal for loss of his driver's license for a first off duty occurrence, but will be placed on lay-off without pay or benefits until his license is restored. A second such occurrence will subject the employee to dismissal as previously outlined for discharge cases and will make this exception inoperative.

4.04 In an effort to address concerns of the Union that privatization or mergers will adversely affect the existence of the Union, the Company and the Union agree that should the Hamilton Street Railway Company be sold, merged with another Company or change its ownership, the Union and Company agree that the A.T.U. will be the sole bargaining agent.

ARTICLE 5 - NEGOTIATION AND GRIEVANCE COMMITTEES

5.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee not exceeding 7 members. The Committee members shall be employees of the Company under the jurisdiction of The Regional Municipality of Hamilton-Wentworth who may be accompanied by an International Officer and/or an elected representative of the Union, provided, however, that the Company shall not be required to negotiate with any former employee of the Company regardless of his position, who is no longer in the

employ of the Company, unless such person left the employ of the Company voluntarily for the purpose of accepting a full-time position with the Union.

5.02 The Company further acknowledges the right of the Union to appoint or otherwise select a Grievance Committee not exceeding 7 members. The members of this Committee shall also be regular employees of the Company under the jurisdiction of the Regional Municipality of Hamilton-Wentworth, with at least 1 years' seniority, who may be accompanied by an International Officer and/or an elected representative of the Union. The Company will recognize and deal with the said Grievance Committee on any matter properly arising out of this agreement and the said Committee will cooperate with the Company in the administration of this agreement.

5.03 The Company undertakes to secure from its supervisory staff their cooperation with the Union and with all persons representing the union in an official capacity.

5.04 The Union undertakes to secure from its officers, committee persons and members, their cooperation with the Company, and with all persons representing the Company in any supervisory capacity.

5.05 Officers of Local 1585, members of the Negotiation and Grievance Committees shall be allowed a leave of absence from their duties without pay for the purpose of conducting necessary business of the Local Union, provided the request for such leave of absence is made to the Company at least 24 hours in advance, where possible, to permit rearrangement of work assignments, and that such leave does not unduly interfere with the continuance of efficient operations by the Employer.

ARTICLE 6 -GRIEVANCE PROCEDURE

6.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.02 No grievance shall be considered

- i) which takes over or displaces the function of management, or
- ii) where the circumstances giving rise to it occurred or originated more than 10 full working days before the filing of the grievance,
- iii) unless the employee has first given his immediate supervisor an opportunity to adjust his complaint.

6.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

The aggrieved employee shall present his personally signed grievance (which shall be stated in writing on a form supplied by the Union and approved by the Company) to the Division Head or his designate. The Division Head or his designate, with the assistance of the Superintendent/Manager or Supervisor or Inspector/Foreman, shall consider it in the presence of the grievor and a member of the Grievance Committee within 10 full working days if possible. The Division Head shall render his decision in writing within 4 working days of the interview or any longer period which may be mutually agreed upon. If no satisfactory settlement is reached, the next step in the grievance procedure may be taken at any time within 10 working days thereafter.

Step #2

The aggrieved employee may submit his grievance in writing to the full Grievance Committee of the Union. The Grievance Committee of the Union shall meet within 30 days with the General Manager of Transportation, Operations and Environment or his designate, the Division Head(s) concerned and the Manager of Human Resources or their designates, to consider the grievance. At this stage they may be accompanied by the aggrieved employee and/or a representative of the International Organization if his presence is requested by either party.

6.04 If final settlement of the grievance is not completed within 7 working days after deliberations with the General Manager of Transportation, Operations and Environment, or his representative, have commenced and if the grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 7 below, at any time within 30 working days after a decision has been reached but not later.

6.05 For the submission of grievances as provided above, working days shall be considered as the days on which the Company's Head Office is open to the public for transaction of regular business, otherwise days are calendar days.

ARTICLE 7 - ARBITRATION

7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in

Article 6 above, and which has not been settled, will **be referred** to a Board of Arbitration at the **request** of either of the parties hereto.

7.02 The Board of Arbitration will **be** composed of 1 person appointed by the Company, and 1 person appointed by the Union, and a third person to act as chairperson chosen by the other 2 **members** of the Board.

7.03 Within 7 days of the request by either party for a Board, each party shall **notify** the other of the name of its appointee.

7.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union, fail to agree on a third person within 7 days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate the chairperson.

7.05 The Board of Arbitration constituted in the above manner shall deal only with the matter in dispute, and the unanimous or majority decision of said Board shall be binding on both parties.

7.06 The Board of Arbitration shall not have any power to alter or change any of **the** provisions of this agreement or to substitute any new provisions for any existing provisions, nor to **give** any decision inconsistent with the terms and provisions of this agreement.

7.07 Each of the **parties** to this agreement will bear the expenses of the arbitrator appointed by it: and the parties will jointly bear the expense, if any, of the **chairperson**.

7.08 No person shall be selected as arbitrator who has been directly involved in **attempts** to negotiate or settle the grievance.

ARTICLE 6 -NEGOTIATIONS OF GRIEVANCES (GROUP AND UNION)

8.01 Group Grievances

If a group of employees have a complaint wherein each of them is similarly affected, it may be **submitted** on their behalf to **their** Immediate supervisor by a spokesperson, or a delegation of 3 employees from the affected group, all of whom shall **be named** in the statement of grievance. The grievance shall then **be** dealt with under the procedure provided in Article 6 in the same fashion as an individual grievance, with the spokesperson, or delegation, acting on behalf of **the** group aggrieved. assisted by a member of the Grievance **Committee**.

8.02 Union Grievances

If the Union has a complaint against the application or interpretation of the terms of this agreement by the Company, within 10 working days of the circumstances occurring which give rise to complaint the Union shall notify the General Manager of Transportation, Operations and Environment in writing outlining the complaint, that it wishes to meet with him to examine the nature of the complaint, either represented by one of its Officers or its Grievance Committee.

The Union Representative or Grievance Committee shall meet with the General Manager of Transportation, Operations and Environment or his representative, as soon as possible following receipt of the notification and shall deal with the grievance as provided under Article 6.04 of this agreement.

ARTICLE 9 -MANAGEMENT GRIEVANCES

9.01 If Management has a complaint against the application or interpretation of the terms of this Agreement by the Union, within 6 days of the circumstances occurring which give rise to the complaint becoming known to the Company, the Company shall notify the President of the Union in writing outlining the complaint, that it wishes to meet with him to examine the nature of the complaint, either represented by the General Manager of Transportation, Operations and Environment Services or his designate or the HSR Senior Management Team. The Management representative or Senior Management Team shall meet with the President of the Union, and/or his representatives as soon as possible following the receipt of the notification and shall deal with the grievance in a similar manner as provided under Section 6.04 of this Agreement. Where the meeting in question has been called by Management, the Company agrees to pay the members of the Grievance Committee - not exceeding 7 - for all time lost at straight time rates of pay for attending such meetings.

ARTICLE 10 -DISCHARGE CASES

10.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

10.02 All such grievances shall be taken up within 5 working days of the discharge with the General Manager of Transportation, Operations and

Environment, or in his absence, the Human Resources Manager. A grievance **meeting** shall be **held** within a **further** 5 working days and the General Manager of Transportation, Operations and Environment, or his representative, shall render a decision in **writing** within 5 working days of **the** grievance meeting. If **the final settlement** of the grievance is not arrived at it may be referred to a **Board of Arbitration**, as provided for in Article 7 within **30** working days of when the decision was rendered. All preliminary steps of the grievance procedure prior to step No. 3 will **be** omitted in such case.

10.03 Such special grievance may be **settled** by confirming the Management's action in dismissing the employee, or by reinstating the employee with full **compensation** for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring **parties**.

10.04 When an employee has been dismissed without notice, a member of the **Grievance Committee** shall have the right to interview the employee **before** they leave the Company's premises.

An employee who **declines** to be interviewed must sign a waiver **form**.

ARTICLE 11 -NO STRIKES -NO LOCKOUTS

11.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling 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 and the company agrees that there will be no lockout.

11.02 The Company shall have the right to discharge or otherwise **discipline** employees who take part in or instigate any strike, stoppage, or. slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in **Article 6** above.

11.03 The Union agrees that **it** will 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.

11.04 The Company agrees that **it** will not involve the Union in any dispute between **between itself** and another employer or in any dispute **between** any other employer and the employees of such employer.

ARTICLE 12 - SALARIES

12.01 During the term of this agreement, the Company and the Union agree that, subject to the other provisions in this Article, all payments of salaries will be based on the top salary rates set forth in Schedule 'A' hereto which is hereby made a part of this agreement.

12.02 The hiring salary rate for a new employee in any given occupation will be 84% of the top rate for Year 1; 88% of top rate for Year 2; 92% of top rate for Year 3; 96% of top rate for Year 4 and 100% for Year 5. This will not preclude the Companies from hiring an employee whose experience and qualifications so justify an intermediate rate and shortening the progression period accordingly.

In cases of promotion from an hourly-rated occupation to a salaried occupation, time served and experience gained in an acting capacity as an hourly-rated employee in that salaried occupation will serve to shorten the progression period to full salary.

When an employee is promoted to an occupation in a higher salary range, his initial salary rate to commence his qualifying period will be the greater of either the hiring salary rate for that occupation or his current salary rate.

12.03 The Companies agree to pay all salary-rated employees on a bi-weekly basis.

All employees are required to set up direct deposit (electronic transfer)

12.04 To ensure uniformity of treatment, any adjustment in pay required under this contract shall be calculated on the basis that 1/260 of 26 times the bi-weekly rate shall be the rate per day.

12.05(a) The Companies agree to pay all salary-rated employees covered by this agreement a Cost-of Living Allowance (calculated to the nearest dollar per month) of the same percentage to the nearest 1/10% as the percentage increase in the National Consumer Price Index issued by Statistics Canada (base 1971=100) above 246.9 in each year of the contract.

(b) Article 12.05 (a) shall remain inactive during the life of this agreement.

(c) The wage rates in effect on January 20, 1999 are as outlined in the attached Schedule 'A'.

Schedule "B"

The wage rates in effect March 31, 1991 and any adjustments thereafter will be made in accordance with the Letter of Understanding pertaining to Schedule "B".

12.06 Whenever an employee is required (in accordance with section 25.06) to perform the work of a higher paid classification for a continuous period of 4 working days or more, he shall receive the rate of pay of the higher classification. A Statutory (or designated) holiday falling within the four-day period will not be considered to break the continuous period of four (4) working days.

ARTICLE 13 - STATUTORY HOLIDAY

13.01 Each salary-rated employee not required to work on a statutory holiday as defined in Article 13.02 shall receive the day off with pay provided that he works his last scheduled working day preceding the holiday and upon his first scheduled working day succeeding such holiday except when permission has been granted by his Division Head in writing.

13.02 Statutory Holidays for all salary rated permanent employees of the Company shall be New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or the days in lieu thereof when so designated by the Ontario or Federal Governments. The Company shall also designate Easter Monday as a designated holiday.

In addition to the above the Company shall provide, in each calendar year one (1) floating paid holiday provided the Employee has completed the probation period referred to in article 20.04. Each Employee shall request the day, to be observed as the floating holiday, two (2) weeks in advance of the day to be taken, subject to operating requirements. This floating holiday must be taken in the year in which it was earned.

Holiday Pay shall be interpreted to mean pay granted under the provision of this contract on a designated holiday and for which no work is performed.

13.03 Each salary-rated employee who works on any statutory holiday as listed in 13.02 shall be paid at the rate of time and one-half for all time worked. Such employee shall have the option of receiving the payment for the statutory holiday as designated in 13.01 or a day off in lieu. For the purposes of this article, lieu days shall be taken as near to the holiday as is practicable and reasonable and as mutually agreed by the employee and the Company.

13.04 A salary-rated employee whose regular day off falls on the day on which a holiday is being observed shall be granted a day off in lieu or, alternatively, he may elect to be paid 8 hours at straight time.

13.05 When a holiday is observed during the course of a salary-rated employee's vacation he will be granted a day off in lieu or, alternatively, he may elect to be paid 8 hours straight time.

13.06 Probationary salary-rated employees will be eligible to qualify for statutory holiday benefits.

13.07 Statutory holiday service requirements in the Inspector group shall be provided first by the Inspectors normally required to work on the day on which the statutory holiday falls, provided they are qualified and capable of performing the required duties. If any such Inspectors request the day off, their requests will be allowed on a classification seniority basis if sufficient volunteers are available to meet the Company's service requirements.

The areas of selection are as follows:

- 1) route supervision
- 2) control room
- 3) dispatch office
- 4) spare (assigned as needed)
- 5) any combination of the above

ARTICLE 14 -VACATION WITH PAY

14.01 The level of vacation entitlement in any given calendar year shall be based on the length of continuous service on the books of the Company as a permanent employee as of June 30th of the year the vacation is taken with the exception noted in Section 14.04.

Number of Full Years' Service Completed on or Before June 30th Of the Vacation Year

<u>At Least</u>	<u>But less than</u>	<u>Vacation Entitlement</u>
1	2	2 weeks
2	8	3 weeks
8	15	4 weeks

15	20	5 weeks
20	25	6 weeks
25		7 weeks

14.02 All vacations granted shall be considered to start normally on a Sunday morning, but this can be varied if approved by the Head of the Division in which the employee works.

Continuous vacation of longer than 3 weeks will be granted only after the Division Head concerned has made representations to and received the permission of the General Manager of Transportation, Operations and Environment.

14.03 A new employee joining the Company who has not completed 1 full year's service prior to December 31st in the year preceding will be granted vacation with pay in accordance with the following table:
If he joined in the period:

January 1 to March 31 inclusive	2 weeks
April 1 to June 30 inclusive following anniversary date of enrolment	2 weeks
July 1 to August 31 inclusive	1 week
September 1 to September 30 inclusive	4 days
October 1 to October 31 inclusive	3 days
November 1 to November 30 inclusive	2 days
December 1 to December 31 inclusive	1 day

14.04 The amount of vacation entitlement in any given calendar year shall be adjusted for any employee in proportion to the amount of time he has actually worked during the preceding calendar year. 200 regularly worked days shall be required for full vacation entitlement. For each day short of 200 regularly worked days there shall be a reduction of 1/3 of 1 percent in vacation pay entitlement. Days off to conduct collective bargaining, or any paid leaves of absence, shall not be counted as absence from work for the purposes of this article.

14.05 Employees will be given an opportunity, based on seniority within their group or department or in their rotating cycle where applicable, to bid for the vacations with pay to which they are entitled, provided that the essential work is covered. Employees will not be permitted to exchange vacations, alter dates

after **selection** has been made. nor extend the vacation period, except in special **circumstances** as **approved** by their **Division Head**.

Blocks for **vacation** in a **given** year will **be** first posted for sign-up not later than **October 15th** of the **preceding** year, **provisional** sign-up to be completed by **1** calendar month later. Foremen and Inspectors are to be **permitted** to sign independently of the hourly-rated personnel.

It is agreed that the current **guidelines** will be amended to **allow a** minimum of 4 Inspectors off on vacation at any one time during the peak vacation periods, These periods are defined as two weeks at Christmas, one week during the March break and the Summer Board.

14.06(a)Where an employee who qualifies for sick leave is on vacation and is:

- (i) **Hospitalized**, or
- (ii) **Convalescing** following **hospitalization**, or
- (iii) **In home care** under **OHIP**,

there shall be no deduction from vacation credits for such absence if on or before the **third** day of such illness the employee **files** with the Manager of Human Resources, a **certificate** from a physician **licensed to practice** medicine setting forth the reason for such absence. If the employee fails to file such certificate such absence is to be deducted from his vacation credits. **Where** the said **certificate** is filed, the **period** of vacation so **displaced** shall either be added to the vacation **period** or reinstated at a later date at the employee's option.

(b) Vacations may not be carried over from one year to the next, however, it is **understood** that special circumstances may develop which would make it desirable for an employee to **carry** over up to **1** years' vacation entitlement to the following year. And in all cases an employee will be allowed to **carry** over their vacation **entitlement** from the year preceding their last year into the year of retirement.

14.07 A weeks vacation shall mean a calendar week of 7 days with 5 days pay. Each day's pay shall be based on the daily rate of pay in effect at the time the vacation is taken

ARTICLE 16 - LOSS OF TIME ON COMPANY BUSINESS OR ON JURY DUTY

16.01(a)All employees will be paid their salary:

- i) when required to attend any Court of Jurisdiction, whether or not under **subpoena**, including **pre-trial** hearings, wherein the Company is codefendant or plaintiff,
- ii) when required to appear under summons by the Crown as a witness in any matter,

on condition that any witness fee payable to the employee shall revert to the Company and on the further condition, so far as reasonably **practicable**, that they hold themselves available to the Company within their **normal** hours of work.

(b) **Off-duty** employees similarly required to attend any Court of Jurisdiction, whether or not under subpoena, including **pre-trial** hearings, wherein the Company is codefendant or plaintiff or when required to appear under summons by the Crown as a **witness** in any matter wherein the Company is involved shall be recompensed by the grant of equivalent **lieu time** off on condition that any witness fee payable to the employee shall revert to the Company.

16.02 All employees will be paid their **salary** when called for Jury Duty in any Court of Law, on condition that any fee payable for their normal work days shall revert to the Company and on the further condition that day-on employees shall, as Court **rules** permit, and so far as reasonably practicable, hold themselves available to the Company within their normal hours of work.

16.03 Legal aid may be provided by the Company to any employee who is charged with a violation of the Highway **Traffic** Act, the **Public Vehicle** Act, the Occupational **Health & Safety** Act, the Ontario Human Rights Code, or the Criminal Code while on duty or operating a Company Vehicle.

ARTICLE 17 -EMPLOYEE WELFARE BENEFITS

17.01 Income Protection Plan (**IPP**)

SECTION A: GENERAL

1. The Plan consists of both **Short Term** and Long Term benefits and is designed to provide the employee with an income if he/she cannot work due to **illness/non-occupational** injury.. This Plan is not intended to duplicate or **replace** Workplace Safety & Insurance Board Benefits. An Employee will be paid while he/she is disabled until the earlier of:

- a) the employee returns to normal duties; or
- b) the employee is offered suitable work; or
- c) the employee is on strike/locked out; or
- d) the employee is on a leave of absence; or
- e) the employee never intends to return to work, though able, or is employed elsewhere without the Company's knowledge; or
- f) the employee is laid off; or
- g) the employee retires, either at the normal retirement age or opts to retire early; or
- h) the employee exhausts this entitlements under either of the plans; or
- i) the employee dies.

2. For the purposes of this plan the following terms are defined:

Employee: An employee is one who is full time and covered by a contractual union agreement which includes the Income Protection Plan.

Short Term Disability: A period of disability resulting from illness/non occupational injury as determined by a qualified medical practitioner, which prevents an employee from attending work and which extends for a period of not more than twenty six (26) weeks.

Long Term Disability: A period of disability resulting from illness/non occupational injury, as determined by a qualified medical practitioner, which prevents an employee from attending work and which extends for a period of more than twenty six (26) weeks.

Pay. For Short Term Disability a weeks pay shall be the basic hours worked per week multiplied by the employee's standard rate per hour, paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. This will be calculated on a monthly basis for Long Term Disability.

Employee's Standard Rate: For Short/Long Term Disability, the employee's standard rate shall mean the rate of pay in effect on the date of disability.

3. To be eligible for IPP:

- i. a new employee shall commence coverage under the plan on the first working day following completion of three continuous months of service
- ii. an employee who is not at work on becoming eligible will commence coverage following his/her return to work

- iii. In order to be eligible for payment, medical proof of disability must be submitted in accordance with Company policy.
- 4. Service for all employees, for the purpose of the Plan, shall mean completed years of service with the employer as of January 1st in any year, and shall commence from the date of their employment with the employer and shall be based on full years of service.
- 5. Notwithstanding any other provisions of this contract the Company may, if deemed advisable, engage an employee who is drawing disability benefits, in rehabilitation employment for such hours, for such periods, and such rates of pay as may be deemed suitable on the merits of each case, and those provision dealing with pay guarantees or rates of pay in particular are waived. Employees participating in rehabilitative employment/work accommodation initiatives will be paid in accordance with the applicable work accommodation policies.
- 6. The employer will continue to pay fringe benefits costs including Dental, OHIP, Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty (30) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

SECTION B: Short Term Disability

- 1. Short term coverage will be paid in accordance with current policy for disability lasting up to twenty six (26) weeks as outlined in the following schedule:

Seniority Service - Prior to December 31, 1996

	<i>Amount Payable</i>	
	100% Of Pay	66 2/3% Of Pay
From me date of eligibility to December 31st	-----	plus 15 weeks
1st full year of service as at January 1st	2 weeks	plus 24 weeks
2nd full year of service as at January 1st	3 weeks	plus 23 weeks
3rd full year of service as at January 1st	4 weeks	plus 22 weeks
4th full year of service as at January 1st	5 weeks	plus 21 weeks
5th full year of service as at January 1st	6 weeks	plus 20 weeks

6th full year of service as at January 1st	7 weeks	plus	19 weeks
7th full year of service as at January 1st	8 weeks	plus	18 weeks
8th full year of service as at January 1st	10 weeks	plus	17 weeks
9th full year of service as at January 1st	10 weeks	plus	16 weeks
10th full year of service as at January 1st	11 weeks	plus	15 weeks
11th full year of service as at January 1st	12 weeks	plus	14 weeks
12th full year of service as at January 1st	13 weeks	plus	13 weeks
13th full year of service as at January 1st	14 weeks	plus	12 weeks
14th full year of service as at January 1st	15 weeks	plus	11 weeks
15th full year of service as at January 1st	16 weeks	plus	10 weeks
16th full year of service as at January 1st	17 weeks	plus	9 weeks
17th full year of service as at January 1st	18 weeks	plus	8 weeks
18th full year of service as at January 1st	19 weeks	plus	7 weeks
19th full year of service as at January 1st	20 weeks	plus	6 weeks
20th full year of service as at January 1st	21 weeks	plus	5 weeks
21st full year of service as at January 1st	22 weeks	plus	4 weeks
22nd full year of service as at January 1st	23 weeks	plus	3 weeks
23rd full year of service as at January 1st	24 weeks	plus	2 weeks
24th full year of service as at January 1st	25 weeks	plus	1 week
25th full year of service as at January 1st	26 weeks	plus	0 weeks

Seniority Service - After December 31, 1996

	<i>Amount Payable</i>
100% Of Pay	66 2/3% Of Pay

From the date of eligibility to Dec. 31st ----- plus 15 weeks
1st full year of service as at January 1st ----- plus 26 weeks

Regular employees, employed by the Company prior to November 22, 1996, shall have their entitlement of 100% weeks frozen at the level of entitlement in effect on December 31, 1996.

Effective January 1, 1997 all employees, who are entitled to Short Term Disability payments, will accrue one week of STD entitlement at 100% pay, to a maximum of 26 weeks, for each 12 month period which is STD absence free. The twelve (12) month periods will be based on a rolling calendar beginning initially on January 1, 1997 and subsequently from the date of return to work from each and every successive absence.

2. Benefits are not payable for the following.

- i. a disability where the employee is not under continuing medical supervision and treatment;
- ii. a disability caused by intentionally self inflicted injuries or illness;
- iii. a disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
- iv. pregnancy related disability during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the Corporation/Region;
- v. alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
- vi. disability due to a nervous, mental psychological or emotional disorder, not under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

3. Payments from the previous noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:

- i. from the first day of absence for the first two occasions of absence in a calendar year, and
- ii. from the second day of the third absence in the calendar year, and
- iii. from the third day of the fourth absence in the calendar year, and
- iv. from the fourth day of the fifth and subsequent absences in a calendar year.

When an employee can demonstrate to the employer that he/she can only attend medical appointments during his/her scheduled work, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the employee must provide the employer with documentation from his/her treatment provider at the commencement of the treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.

4. **Payments** will be made for a maximum of twenty six (26) weeks during any one continuous **period** of disability. **Successive** absences due to the same or a related cause will **be considered** one continuous period of disability unless separated by return to active employment for a **period** of three (3) months. A **disability** due to a different cause will be considered a new period after a return to active employment for one month.
5. An employee shall **be** provided up to two one half (1/2) day absences for doctor appointments in any calendar year. Each of these one half (1/2) day absences shall not **constitute** an **occasion** for the purpose of this plan.
6. Short term disability payments will be offset by any disability **benefits** payable to the employee from the Canada Pension Plan.

SECTION C: Long Term Disability Plan

1. This coverage is provided under the terms and conditions of Policy No 62329 issued by the Mutual Life of Canada Company or equivalent, which, if it is mutually agreed, shall be considered as incorporated in the agreement. The premiums will be paid in full by the Corporation/Region. All benefit payments from the Plan are taxable income.
2. Long term coverage will apply to the period of disability in excess of 26 weeks. Monthly benefits equal 66 2/3% of normal monthly **earnings**, reduced by income payable from any of the following sources:
 - i. Any other group insurance disability **benefits** arranged through the employer or any professional **association**.
 - ii. Governmental **disability** benefits
 - iii. Workers' Compensation benefits
 - iv. Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).
3. For greater certainty, the total of the amounts payable by Mutual Life of Canada or equivalent, integrated with Canada Pension throughout any **claim** for benefit shall be based on the total in **effect** at the **commencement** of disability will **be** reduced so that disability **income received** from all sources does not **exceed** 80% of your regular monthly earnings at the time you became disabled.
4. For an employee whose **claim** for benefit has been admitted after April 16, 1975, and **who** is a member of this Company's pension plan as **set** out in

Article 18, and who has a combined total of at least **65** points for attained age, minimum **45** years, plus completed years of paid service with the Company, minimum **10** years, all qualifications at the date disability commenced. the employee's standard and matching Company contributions to the pension plan throughout the **period** that full disability **benefits** are paid, integrated with the Canada Pension Plan at the rate of contribution in effect at the date disability commenced shall be borne by the Pension Plan, (Canada Pension Plan contributions may not be covered legally in this manner and are not so covered.)

5. The Company reserves the right to vary the **terms** and conditions in cases of inequity or abuse, whether on a group or on an individual basis. The Company agrees to discuss any **variations** with the Union before any changes are made.

17.02 The Company agrees to pay the assessment of each salary-rated permanent employee as required by the Ontario Health Insurance Commission for **standard** ward hospital care and basic medical and surgical coverage now **identified** as Ontario Health Insurance Plan.

17.03 It is agreed that major medical group insurance coverage will be provided under contract issued to the Company by Liberty Health, or equivalent. Individual premiums will be borne by the Company.

NOTE: Effective April 1, **1989**, the Company agrees to provide benefits outlined in **Articles 17.02** and **17.03** to the surviving spouse of an employee, **providing** the employee died on or after April 1, **1989**, under the following conditions:

- a) Maximum of 1 years' coverage for employees with less than 5 years' service on the date of death.
- b) Maximum of 5 years' coverage for employees with more than 5 years' service on the date of death.
- c) These benefits shall cease upon remarriage

17.04 **When** an employee is bereaved due to death of his wife (husband), child, mother step-mother, mother-in-law, father, step-father, ~~tether~~-in-law. he shall, upon application be granted leave-of-absence for up to 5 consecutive days, one of which must be the day of the funeral, and shall be paid their regular daily rate of pay for any or all of those 5 days that he normally would have worked.

When an employee is bereaved due to death of his grandchild, brother, ~~brother~~-in-law, sister, sister-in-law. grandparent, he shall, upon **application**, be granted leave-of-absence for up to 3 consecutive days, one of which must be the day of

the funeral, and shall be paid their regular **daily rate** of pay for any or all of **those** 3 days that he normally would have worked.

Where an employee is **unable to attend a** funeral due to distance **factors**, he will be granted **leave of absence** for up to 3 **consecutive** days, and shall be paid their regular rate of pay for any or all of those 3 days that he normally would have worked on the death of his mother, father, child.

Where an employee is **unable to attend a** funeral due to distance factors, he will be granted a 1 day's **leave of absence** on the death of any other relative **listed herein** and shall be paid their regular rate of pay for **that day**.

Where necessary due to distance factors, further **leave of absence** without pay may be granted upon **application**.

Maintenance Division employees whose regularly scheduled hours are different than **8** hours per day shall **receive** bereavement pay of their regularly scheduled hours at straight time, in accordance with rates of pay in Schedule "A" attached, subject to the conditions and restrictions **es** provided herein.

Employees who **are** absent from work, on extended **leave of absence**, absent **without leave**, or are in receipt of Workers' Compensation or sickness or accident **benefits** shall not be **eligible** for bereavement pay.

Where an employee is on vacation and would, but for being on vacation, be **entitled** to bereavement **leave**, he/she will be entitled to **substitute** bereavement **leave** in accordance with the provisions of this **article**, for vacation. The period of vacation so displaced shall be rescheduled to another time mutually agreed between the employee and the employer.

17.05 It is mutually agreed that the terms and conditions of the Company Group Life Insurance Plan as incorporated in Group Life Policy No. 10839 issued by Mutual Life of Canada, or equivalent, shall be considered **es** incorporated in this agreement. It includes the following features:

(a) The amount of **\$5,000** will be provided at Company expense for each salary rated, permanent employee on **completion of 6 months'** continuous service.

(b) An additional amount of insurance, such that the total coverage is equal to 1 times the employee's **annual salary** (taken to the nearest **\$1,000**) will be available to each **salary** rated employee on the completion of 6 months continuous service. The premiums for this additional **coverage** will be shared equally between the employee and the Company provided they are actively at

work on a full time basis as of the effective date. Such employees must also elect coverage within 31 days of the effective date.

Amounts of insurance not taken at the first opportunity will be available on a later date only upon submission of medical evidence satisfactory to the Insurance Company (at the employee's expense).

A further amount will be available such that the total coverage would be equal to 2 times the employee's annual salary (taken to the nearest \$1,000). Premiums for this additional coverage will be borne by the employee.

(c) Except as provided in 17.05(d) Group Life coverage will cease on termination of employment with the Company, subject to statutory limitations included in the contract between the Company and the Carrier.

(d) Upon retirement under the Company Pension Plans after completion of 25 years' service at work as shown on the books of the Company and attainment of age 55, the employee will be insured at Company expense for an amount of life insurance of \$3,000 if he did not elect the earnings-related schedule. or for an amount of life insurance equal to the annual salary, immediately prior to retirement, to the nearest \$100 subject to the maximum shown in the schedule, if he elected the earnings-related schedule.

Upon normal retirement under the Company's Pension Plans or upon premature retirement because of ill-health under the Company Pension Plans and after completion of 5 years' service but less than 25 years' service at work as shown on the books of the Company and after attainment of age 55, the Company at its own expense will continue to cover the employee for an amount of life insurance equal to 3 1/3 % of the maximum amount described in the preceding paragraph for each full year of service so completed provided that, in the case of premature retirements due to ill-health, the employee does not return to the work force.

17.06 During the lifetime of this agreement, the Company agrees to make duly authorized deductions from the employees' pay for transmittal to the Hamilton City Community Credit Union Limited on their behalf. These deductions shall be subject to certain limitations to be agreed upon by the officers of the Company and the Credit Union.

17.07

(a) Each salary-rated employee who retires under the company Pension Plan between the ages of 55 and 65, and has completed 10 years' service with the Company or who retires with a combined total of at least 85 points, minimum age 55 shall have Major Medical and Dental coverage maintained by the Company for the employee and his/her dependants until the last day of the month the

employee turns 65 or at the date of his/her death, if not covered under a government plan,

(b) At the date of retirement, the employee and his/her spouse, will be transferred to a special group providing Private Nursing Services which can only be performed by a Registered Nurse, with a lifetime maximum of \$65,000. The Company will pay the premiums to maintain this benefit during the lifetime of the employee and said spouse or until he/she remarries.

(c) Upon attainment of age 65 by the employee, his/her spouse, as defined on the date of retirement, will be provided with a drug benefit plan based on the Ontario Drug Benefit Plan Formulary provided to residents of Ontario over the age of 65. This benefit will be provided to the eligible spouse until the last day of the month he/she attains age 65. Spouse means the spouse of the retiree on the date of retirement.

(d) For an employee who has a combined total of at least 65 points for attained age, minimum 55 years, plus completed years of paid service with the Company, minimum 10 years, and who, due to serious ill-health or incapacity, qualifies for full payments under the Company's Long Term Disability Plan, and who as a consequence of which is obliged to retire before his normal retirement date, the benefits of Section 17.07 (a) (b) and (c) will be made available to him on the same basis, provided he remains qualified otherwise.

NOTE: The Company will pay premiums as required during the lifetime of employees who retired prior to December 31, 1998 in the respective groups, subject to group regulations, and for his said spouse for her lifetime or until she remarries.

17.08 It is mutually agreed that the terms and conditions of the Company Dental Plan as incorporated in Group Policy issued by Liberty Health, or equivalent, shall be considered as incorporated in this agreement.

Enrollment is compulsory for all new employees hired after October 1, 1975 on the first of the month following completion of 1 years' service.

Covered dental services will include (1) Routine Treatment; (2) Major Restorative; (3) Orthodontics. For (2) and (3) a \$25.00 deductible will apply to a maximum of \$75.00 for a family group. The Plan will pay 100% of eligible expenses under (1) Routine Treatment and 80% of eligible expenses under (2) Major Restorative and (3) Orthodontics after the deductible is satisfied. The Ontario Dental Association Schedule of Fees for general practice, as amended from time to time, will govern payments.

Premiums will be borne in full by the Company

There is reserved to the Company the **right** to integrate this plan with any Government plan that may **be legislated** hereafter, provided the basic terms governing eligibility and coverage are maintained at the **agreed levels**.

17.09 The Union agrees the Company may allocate the UI premium rebate received for each employee towards the annual cost of benefit plans.

17.10 In the event that, during the lifetime of this agreement, there is a change in the benefits carrier, the Company agrees to ensure that the new carrier provides benefits equivalent to that of the previous benefits **carrier**.

17.11 Private duty nursing coverage shall be **\$65,000** lifetime maximum per employee.

17.13 The Joint Management Union Benefits Advisory Committee shall meet as required to **discuss** any changes to the Policy and/or **outstanding** issues.

The Committee shall consist of two representatives from Local **1585** (to be appointed by the Union) and two representatives from the Company (appointed by the Company).

ARTICLE **18** -PENSION FUND

18.01 It is mutually agreed that the terms and conditions of the Company Pension Plan as incorporated in Group Pension Policy No. **253344**, so far as each applies, shall be **considered** as incorporated in this agreement. Membership shall be compulsory for all regular employees on the completion of 6 months **service**.

18.02 The Canada Pension Plan will be operated in conjunction with Group Pension Policy No. **253344** with combined contributions equal to **6%** of an employee's earnings as defined in the Pension Plan. Combined contributions were increased from **5%** to **5 1/2%** of an employee's earnings so defined on July **1, 1969**, and to **6%** effective January **1, 1970**, optional for members of the Plan who made the election by July **1, 1969**, requisite for any new employee entrants into the plan after that date.

As a **result** of further endorsements to the Group Pension Policy the combined contributions will be increased to **7.6%** effective July **1, 1980** and to **8.2%** effective April **1, 1981**. Effective April **1, 1989** the combined contributions will be reduced to **7.5%**.

(Refer to Letter Number 7 for current pension information)

18.03 The Company agrees to apply the following indexing formula (75% CPI) less 1.5% to the HSR pension fund. Indexing is applicable to all active employees of Local 1585 - A.T.U., at the time of ratification and all future employees of Local 1585 - A.T.U. Indexing does not apply to retired employees at this ratification date.

Indexing is effective the first day of the month following 6 complete months from the date of ratification of this collective agreement.

Indexing is capped at 6% per annum which is based on an inflation rate of 10% (CPI).

The level of indexing will be based on the percentage increase in the CPI for the preceding calendar year subject to a maximum indexing level of 6% per annum based on a CPI increase of 10%.

The level of increase in CPI used in determining the indexing percent is the increase as reported by Statistics Canada for all items for Canada for the preceding calendar year. Pension indexes will be applied May 1 of each year.

18.04 Current employees at the date of ratification whose Earliest Unreduced Pension Date falls beyond their 64th birthday and who elect to retire under the Pension Plan, whether early or normal after having attained the age of 55 years, will be paid the difference between the Bridging Enhancement benefit amount and the retirement gratuity amount. The calculation of the retirement gratuity will be as follows:

Having completed 15 years' service, retirement gratuity equivalent to 1 months' pay (calculated based on 22 working days per month) and in addition thereto 1/15 of 1 months' pay for each completed year of service above 15 years to a maximum of a further 1 months' pay.

18.05 Make-up and terms of reference of Advisory Committee to be determined.

ARTICLE 19 -FREE TRANSPORTATION

19.01 The Company agrees to provide free transportation for all its employees over the regular routes of the Company and in accordance with its published schedules of operation. Employees resident in areas served by the suburban routes operated by the Company will receive passes good for transportation to and from work on the route serving the area in which the employee is resident. All employees will receive an authorized pass issued by the Company to each

individual employee concerned. Employees riding on a pass must present their pass to the operator immediately on entering the vehicle. This paragraph shall not be interpreted to include any chartered or sightseeing equipment.

The Company will issue a transportation pass to all permanent employees upon retirement, provided the employee has completed at least 10 years' service.

ARTICLE 20 -SENIORITY

20.01 Seniority as used in this agreement shall be deemed to mean length of continuous service with the Companies as a full-time employee on the permanent staff. There is **also** a departmental **seniority** for length of continuous service with the Companies as a full-time salary-rated employee on the permanent staff in a particular employment classification.

20.02 A dual seniority list shall be prepared by the Company showing system **seniority** throughout the Company and copy given to the Union quarterly.

20.03 In all cases of promotions, preference shall be given to the employee with the greatest **seniority** as defined in Article 27.02, provided that the employees concerned are, in the opinion of the Company, **relatively** equal in merit, skill, reliability and **efficiency**.

In the event that relatively equal candidates have the same seniority **as** defined in Article 27.02, the applicant with the greatest Local 1585 seniority will **be** offered the promotion.

Those **with** the least **seniority** as defined in Article 20.06 shall be the first to be demoted, reassigned or laid off. Those with the greatest seniority as defined in Article 20.06 will be recalled first.

The Company will be **permitted** at its **option** to make INTER-DEPARTMENTAL **and/or** inter-company **transfers** due to the inability of an employee to perform his former duties in a **satisfactory** manner. This is not to be construed as a guarantee of continuing employment.

20.04 A new employee shall be considered probationary for the first 12 months during which time he may be released from the Company's service without recourse to the grievance procedure. After the expiration of the probationary period, if the employee is retained in the employ of the Company his name shall **be placed** on the seniority list and his seniority shall date back to the date his

employment began. Time lost during the **probationary** period must be added to **the time necessary** to attain increased pay status.

20.05 Employees who have been laid off will continue to receive full benefits, retain their **seniority** and a right of recall for up to 12 months. At the **expiry** of the 12 month **period**, if the laid off employee has not been recalled, any seniority and rights attendant upon that seniority will be extinguished. Full benefits shall not include STD, LTD. Any employee's pension contribution must **be made-up** within 120 days of reinstatement.

A full-time employee on lay-off who **returns** to temporary work for a minimum **period** of 5 **continuous** working days shall have their seniority, benefits and right of recall extended by the **period** of recall.

20.06

(a) When it becomes necessary, in the opinion of the Company, to reduce the **workforce**, the employee with the least amount of Local 1585 **seniority** in the affected job classification shall **receive** notice of layoff.

(b) The affected **employee** shall have the option of accepting the layoff or exercising their **seniority** rights as provided for in these **guidelines**. If more than one employee receives **notice** of layoff, the employee **with** the greatest Local 1585 **seniority** shall be the first to exercise **their** seniority rights.

(c) An employee exercising their **seniority** rights due to a layoff will be entitled to 'bump' into a job **classification** equal to or lower than their current job group, **provided** they have more Local 1585 **seniority** than at **least** one employee in the **chosen** job **classification**.

(d) It is further understood that **employees** who are currently a part of "Schedule B" will **be** entitled to "bump" from their job group **as outlined** in the 1988 collective agreement.

(e) An employee exercising their **seniority** rights due to a layoff will **also** be **entitled** to 'bump' into a higher **classification** provided the affected employee has held the job classification and successfully performed all the duties on a permanent basis for a **minimum** of **three** months.

(f) The employee, provided they meet the minimum qualifications for the chosen job classification, will be provided with a two week probationary period, which includes a **three** day overlap for **familiarisation** (not **training**), to demonstrate that they have **sufficient** knowledge and **ability** to do the job. No employee displaced as a **result** of another employee exercising their seniority rights will be required to train any such employee

(g) If, in the opinion of the Company, the employee has not demonstrated the **sufficient** knowledge and ability to perform the duties of the chosen job at the end of the two-week probationary period, the employee will be entitled to bump **into** another job classification or accept the layoff. The previous **incumbent** of the job classification will be provided the option of returning to their former **position** or **remaining** in their current position. Should the previous incumbent remain in their new position, their former position will be posted and filled in **accordance** with article 27 of the collective agreement.

(h) An employee who is displaced as a result of another employee "bumping" into their job **classification** will **be entitled** to their rights as laid out in these guidelines.

(i) An employee who has been issued a lay-off notice will be required to respond, in writing, of their "bump" choice within 7 calendar days. Failure to do so will be construed as acceptance of lay-off.

(j) The Company shall provide notices of layoff in accordance **with** the Employment Standards Act. A copy of these notices will be sent to the Union.

(k) In the case of recalls, the employee on layoff from the classification concerned who has the greatest Local 1585 seniority will be the **first** to be recalled. Should there be no employee currently on layoff from the required job classification, the employee on layoff with the greatest Local 1585 seniority will be the **next** to be recalled.

(l) Local 1585 employees currently on layoff will be given the opportunity to apply for **vacancies** in Local 1585 in accordance with the terms and conditions of article 27 of the collective agreement. No new employees will be hired into **positions** represented by Local 1585 until Local 1585 employees Currently on layoff have been considered as provided for in pad six of these guidelines.

(m) These interpretative provisions supplement but do not replace article 20.03 of the collective agreement.

20.07 Any employee *who* has been laid off, but who still retains his seniority, and who is **notified** by registered mail to return to work, will lose his **seniority** **unless** he **notifies** the Company within 5 days that he is intending to return to work, and **unless** he returns to work as soon as possible after receiving notice, and in any event within 7 days after the mailing or other communication of such **notice**.

The Company agrees to notify the Union in **writing** of any **re-call** as soon as it becomes known.

20.08 From the date end time of the commencement of any extended period of continuous absence, such as lay-off, prolonged sick leave, or protracted leave of absence, any fringe benefit conferred on any employee by this agreement ceases to have any effect unless the terms and conditions of the relevant Article expressly provide that such fringe benefit shall continue into a period of lay-off or other interruption of continuing employment.

20.09 An employee shall lose his seniority standing if he voluntarily quits his employment with the Company, if he is discharged for cause and is not reinstated pursuant to the provisions of Article 10; or if he is absent from work without leave for more than 5 consecutive days, unless there was reasonable justification for such absence satisfactory to the Company.

20.10

(a) Any employee covered by this agreement who is transferred to a position which requires him to become a member of Local 107 shall retain his full seniority in Local 1585 for the first 5 months in the 107 job classification, provided the employee continues to pay dues to Local 1585. If the employee returns to his former position in Local 1585 within the first 5 months in Local 107 the employee will be credited with his full Local 1585 seniority, including the period of time spent in Local 107.

After 5 months in Local 107, the employee shall not continue to accrue Local 1585 seniority. If the employee returns to Local 1585 after 5 months, he will be credited with the seniority accrued at the 5 months worked.

(b) When an employee covered by this agreement moves to a non-union salaried position in the Company, the employee shall retain and accrue seniority in Local 1585, and his former job classification, for the duration of the assignment, provided he continues to pay dues to Local 1585.

In any event, such assignment shall be limited in duration to the length of the absence of the employee who is being replaced due to illness or maternity/adoptive leave or in the case of a special assignment to a period no greater than 9 months. An employee may not be reassigned to another special assignment for a minimum of 6 months.

(c) In the event that an employee covered by this agreement takes up a full-time position with the Union, then in such case, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such capacity.

20.11

(a) The Company will consider applications for leave of absence but the Company will not grant leave of absence to any employee covered by this

agreement for a longer period than ~~sixty~~ days with retention to seniority without first discussing same with the Union ~~Grievance Committee~~. Where leave of absence is granted for reasons other than personal sickness or accident, the employee shall be liable to the Company for all benefit payments made on his behalf in any month in which less than 40 hours work is performed for the Company.

(b) During a period of sick leave wherein an employee qualifies for payment under Article 17.01, the Company agrees to make payments necessary to maintain in force the benefits provided under 17.01, 17.02, 17.03, 17.05 and 17.08. The employee will be responsible to reimburse the Company only for the employee's shared accrued.

In the case of an approved pregnancy or parental leave, the Company agrees to make payments necessary to maintain in force the benefits provided under Sections 17.02, 17.03, 17.05, 17.08 and 18.01, unless the employee gives notice in writing that they do not intend to pay their contributions, where applicable. Seniority continues to accrue during pregnancy or parental leave.

20.12 An employee who is absent due to illness or injury shall be required to submit a doctor's report within 10 days of the commencement of the absence. In addition, the employee must update the Company every two weeks thereafter should the absence continue.

ARTICLE 21 -DEDUCTION OF UNION DUES

21.01 During the lifetime of this agreement the Company shall deduct from the pay of all employees not excluded by Article 2.01 and are employed in classifications covered by this agreement whatever sum or sums may be authorized for Union dues and assessments.

Those excluded by Article 2.01 not to include those temporary employees who perform duties normally done by employees covered by this agreement.

21.02 Irrespective of the date of termination of this contract and any renewals of same, deductions shall be made bi-weekly, the sum to be remitted within 8 days of the end of the respective pay periods to the Secretary of the Union. The said sums shall be accepted by the Union as the regular dues and assessments of those employees who are members of the Union.

21.03 The parties acknowledge and agree to cooperate with the Labour Relations Board in its application of Section 47 of the Act.

21.04 Notwithstanding anything contained in Article 21.01, it is agreed that the Company will continue to deduct dues from those employees who are required to perform temporary supervisory duties in a job classification beyond the scope of this agreement.

ARTICLE 22 - MEDICAL EXAMINATION

22.01 All new employees engaged on a permanent basis, and any employees returning from an extended leave of absence, or recalled from extended lay-off, will be required to be cleared by the Company physician before commencing work

22.02 Where illness is claimed as a reason for extended absence, the Company reserves the right to have the employee assessed by the Company's physician at any time before further leave is extended.

22.03 In the event that the Company physician's assessment differs from that of the employee's treating physician with respect to the employee's ability to perform any and every duty pertaining to either:

- a) the employee's own occupation, or
- b) any occupation the employee has been placed in as a result of a work accommodation placement

the Company or the employee may request a third party opinion.

An independent medical consultant will be mutually agreed on between the Company and the employee's physician(s). The employee will report to the selected physician for a further medical examination in respect to his fitness to perform the duties of the occupation. The result of this independent medical assessment shall be binding on all parties.

If the employee requests the assessment, and should the original decision of the Company's physician be sustained, the employee will pay the consultant's charges. Should the decision be revised, the Company will defray the fee. The fee for assessments conducted at the Company's request will be paid for by the Company.

22.04 All employees **scheduled** for retirement will be required to attend a medical assessment by the Company's **Physician** before commencing retirement.

ARTICLE 23 - PUBLIC RELATIONS

23.01 It is agreed that the **safety** of and service to our patrons takes priority over any other **endeavors** at which the staff may be employed. Tact and patience are required at all **times** so that customer **satisfaction** is the end result.

ARTICLE 24 - ALLOWANCES

24.01 A meal allowance of **\$7.50** will be paid to a **salaried** employee required to work overtime from the end of his regular shift for a **further period** of 3 hours or more. This allowance will be paid with the next regular pay provided that the information **be received** in Accounting on or before **12:00** noon on the Monday of the pay week, otherwise it will be included on the following pay. Effective **April 1, 1992** the allowance will be **\$8.00**.

24.02 When a salaried employee is required to use his automobile to or from his assignment a mileage allowance of **.34** cents per kilometer for the first **5,000** kilometers and **.20** cents per kilometer thereafter will be paid for the use of said automobile.

It is further agreed that if the Regional mileage allowance changes this figure will be adjusted to equal this change.

24.03 A tool allowance will be paid on the **24th** pay each year to each eligible Foreman **provided** he has worked at least **9** months in the job **classification** in the previous **12** months. This allowance will **be** pro-rated over **9** months for any employee who has worked **less** than 9 months in the previous 12 months.

(a) A list of tools required will be **maintained** by the Director of Engineering

(b) Tool lists will **be** changed as required by the Director of **Engineering** and revalued once each year using **price** lists available on the **1st** day of November. The value will be an average of **Snap-On** and one other brand name price list chosen by the Director of Engineering.

(c) The tool allowance shall be 7% of the value of the applicable required tool list:

- i) providing the employee has maintained the required tools at his place of work during the year, end
- ii) can show receipts of purchase for at least the amount of the allowance. Receipts over the required amount in any given year may be carried over and used in either of the following 2 years. Conversely, any amount of the tool allowance not drawn in a given year may be carried forward for up to 2 years.

(d) Foremen who's tool kit does not contain at least the required tools will be paid an allowance based on the actual value as determined by the method used in 24.03(b).

(e) During the currency of this agreement, if it should become apparent that new revenue vehicles are becoming metric, then at time or times to be determined by the Director of Engineering after consultation with the Executive Stewards of the Union, an allowance equivalent to the allowance described in the preceding paragraph shall be paid to the eligible employees therein determined one time only, on a Shop basis, if that is warranted by the circumstances.

It is mutually agreed the above allowance will be integrated with any Governmental assistance received and will be fully waived or returnable, as the case may be, should such Governmental assistance be in excess of 75% of the cost of metric tools required.

24.04 A safety boot and rubber boot allowance of \$100.00 will be paid on the 24th pay each year to each salary-rated employee required by his Division Head to wear CSA approved safety boots provided the employee will have worked for the Company at least 9 months in the previous 12 months. This allowance will be pro-rated over 9 months for any employee who has worked less than 9 months in the previous 12 months.

24.05 A cleaning allowance of \$60.00 will be paid on the 24th pay each year to each salary-rated uniformed employee as per Article 29.02 provided the employee will have worked for the Company at least 9 months in the previous 12 months. This allowance will be pro-rated over 9 months for any employee who has worked less than 9 months in the previous 12 months. Effective April 1, 1992 this allowance shall be \$70.00. Effective April 1, 1993 this allowance shall be \$80.00.

ARTICLE 25 -HOURS OF WORK

25.01 Salaried employees will be required to work those hours necessary to perform the duties assigned to them so as to meet the respective laid-down timetables for completion of said duties.

Where mutually agreed by both the Company and Union, the workweek may be other than 5 days.

25.02 Under normal circumstances salaried employees will be required to work 5 days per week and will be given 2 consecutive days off. If the exigencies of the work require any employee to work overtime or on a regular day off, compensating lieu time (equivalent to time and one half) off will be granted as soon as possible thereafter, or, alternatively, elect to be paid at time and one half for prior-approved overtime in excess of 1 hour, except, in either case, if the employee is absent during the week. Overtime pay or pay in lieu time will only be effective for hours worked in excess of 40 hours per week.

25.03 Forty hours shall constitute a normal week's work in the case of employees in the Operations Division, Maintenance Division, (with the exception of clerical staff), Stockroom, Terminals, Mail Clerk and Telephone Information Clerk. 37.5 hours shall constitute a normal week's work for all other employees.

25.04 This Article is not to be construed as a guarantee of an annual wage or of 5 days' work many week.

25.05 Employees scheduled to commence work at or after 3:00 p.m. or before 3:00 a.m. will be paid a shift premium of .50 cents per hour.

25.06 Employees will be entitled to sign for hours of work and days off by seniority within their classification, within their department.

Assignments to work in a higher classification will also be offered by seniority within a job classification, within a department.

25.07 An Inspector will have the opportunity to select a shift in the following areas in accordance with his classification seniority provided he is qualified and capable of performing the required duties. The areas of selection are as follows:

- 1) *mute* supervision
- 2) control room
- 3) dispatch office
- 4) spare (assigned as needed)

5) any combination of the above

Overtime for Inspectors will be assigned by classification seniority in **accordance with mutually established guidelines.**

25.08 If and when **overtime** is required and an employee is not required to finish a particular job which he had started, then consideration will be given to the employee **with** the most seniority within his **classification**, within his department as established by the Company.

ARTICLE 26 - CALL-INS

26.01 When an employee is **called in** he will be allowed **equivalent** lieu time off at a **time** mutually convenient, minimum 4 hours. Alternatively, the employee may elect to be paid **straight** time for a **minimum** of 4 hours' pay or his regular rate including the **overtime** premium, where **applicable**, whichever is greater. When called in **early**, prior to start of **shift**, the time off or the **time** paid will be at time and one-half limited to the extra hours worked.

ARTICLE 27 -JOB POSTING

27.01 Whenever a vacancy occurs in a permanent position the job will **be** posted for bid by employees who may apply for such job. in writing, to the Manager of Human Resources within 5 working days of such posting. Provided **applicants** have the required qualifications. selection will be made in accordance with Article 20.03.

27.02 Applying employees with **seniority** in the department in which the vacancy occurs will be given preference, other things **being** equal.

27.03 Temporary requirements may be met **by** the Company without posting for a maximum period of 3 months (e.g. engaging former employees. commercial overload). If during this 3 month period it becomes known to the Company that the requirements will continue **an additional** 3 months or more from the time it **becomes known**, then the temporary requirement will be **posted** and filled in accordance with the provisions **contained** in Article 27.01.

Subsequent vacancies created as a **result** of filling a temporary requirement may **be** filled by the Company without posting, **unless otherwise** specified (e.g. engaging former employees, commercial overload).

When the Company receives confirmed information that a temporary requirement may eventually become a permanent requirement, the Union will be so advised and the vacancy and subsequent resulting vacancies will be posted on a temporary basis with the following note: "This temporary vacancy is of indefinite duration but in the event that it becomes a permanent vacancy the successful applicant and incumbent at that time will be confirmed in the position subject to the provisions of 27.04".

When an employee in a temporary position accepts another temporary posted position he shall automatically relinquish all rights to the previous temporary position.

27.04 There shall be a probationary period of no longer than 6 months during which the employee's performance will be assessed before the appointment is confirmed. This probationary period will also apply to employees transferring from Local 107.

27.05 Assignment of additional duties to an employee in a job classification so as to warrant his promotion to a higher category shall not be considered as providing a job opening.

ARTICLE 28 -WORKING FUNDS AND CASH RECEIPTS

28.01(a) Any employee entrusted with money or money's worth in the course of his duties is personally responsible for h's safekeeping and accountability. Employees concerned must produce the monies, tickets and/or passes, payment vouchers, deposit slips, etc. on demand for audit purposes at any time. Failure to do so may subject the employee to the penalties as provided in Article 4.03.

(b) Any employee handling cash shall be required to sign an undertaking confirming they will make full restitution in the event of a shortage. In all cases of shortages, restitution in full must be made prior to pay-off on discharge, or before regular duties are resumed unless the employee is otherwise instructed. Shortages to the value of \$100.00 will become a matter of record only. An employee may be disciplined for contributory negligence or repeated shortages.

ARTICLE 29 -UNIFORMS

29.01 Certain ~~salaried~~ employees are required in the ~~course~~ of their ~~duties~~ to ~~wear~~ uniform clothing. Therefore, it is the Company's intention to keep all uniformed employees neatly and comfortably ~~outfitted~~ in uniform clothing and supplied with the necessary accessories.

29.02 Uniform clothing, of prescribed design, shall include suits consisting of 1 blazer and 2 pairs of trousers, pullover sleeveless sweater or long sleeve cardigan sweater, cap (winter), shirts of winter or summer pattern, ties, spring jacket and parkas.

29.03 Accessories shall be deemed to mean badge, rank bands, service badges, and instruction manuals and will be furnished by the Company as and when applicable.

29.04 All uniform clothing and accessories supplied at Company expense will remain Company property, and shall be recoverable on demand, and shall be worn only at times and for purposes ~~authorized~~ by the Company and in the prescribed manner. Should an Inspector leave the employment of the Company the last issue of such uniforms, overcoats and ~~accessories~~ must be returned to the Company prior to pay-off, except in the event of death.

29.05 It is agreed that uniforms will be worn at all times while on duty and in the period in which they are issued, and will not ~~be~~ kept as a reserve for best clothing. The wearing of ties by Inspectors will be optional during the summer board.

29.06 The Company will furnish uniformed employees with uniform clothing as required.

29.07 Should any ~~item~~ of uniform clothing become unserviceable or unsatisfactory in appearance due to negligence or abuse by the employee, the Company will provide replacement at the employee's expense. At the expiration of the normal term of issue, such replacement will become the property of the employee concerned.

ARTICLE 30 -MAINTENANCE DIVISION EQUIPMENT

30.01 Sufficient rainwear (cap, jacket and pants) shall be made available for the use of foremen who are required to work under wet vehicles or perform their ~~duties~~ outside in stormy weather. Employees must ~~sign~~ for such equipment and will be charged replacement price of ~~same~~ if not returned.

30.02 Gloves will be available from the stockroom when required for jobs where hand hazards exist. After the initial issue they will be on an exchange basis unless **authorized** by the employee's supervisor.

30.03 The Company agrees to make available during the continuance of this agreement 6 **clean** suits of coveralls every 2 weeks to all Foremen, such coveralls to **remain** the property of the Company.

In lieu of the above, Foremen may be supplied with 6 **clean** sets of work shirts and pants every 2 weeks provided they are available under the rental and cleaning contract of the supplier firm.

It is mutually agreed that, when notice is duly posted, each Foreman may select coveralls or shirts and pants once only in the Spring and once only in the Fall.

As the contract for furnishing and cleaning the coveralls and shirts and pants is made with an outside firm, the Company shall not be considered in default under this Article in the event of strikes or failure to deliver beyond the control of the Company.

Should an employee leave, he will be responsible for turning in his coveralls or shirts and pants, or have the value thereof deducted from the balance of wages due. Should an employee lose the coveralls or shirts and pants issued to him, the Company will replace same and deduct from his current pay the value thereof.

30.04 The Company, at its own expense, agrees to furnish each Foreman with a new parka to the Company's specifications. The employee shall be responsible for its custody and cleaning and shall use it for Company purposes only. The employee will be financially responsible for the parka if lost, damaged, or destroyed, normal wear and tear excepted.

The Company agrees to furnish a replacement parka every 3 years thereafter provided the employee remains in the Company's **service**.

The parka remains Company property and should the employee leave the Company's service it must be returned prior to pay-off or the cost thereof will be deducted from any monies accruing to him except in the case of death.

ARTICLE 31 -ADMINISTRATION DIVISION EQUIPMENT

31.01 Sufficient rainwear (cap, jacket and pants) shall be made available for the use of Administration Division employees who are required to perform their duties outside in stormy weather. Employees must sign for such equipment and will be charged replacement price of same if not returned.

31.02 The Company at its own expense, agrees to furnish each Ticket Courier and Roadperson with a parka to the Company's specification. The employee shall be responsible for its custody and cleaning and shall use it for Company purposes only. The employee will be financially responsible for the parka if lost, damaged, or destroyed, normal wear and tear excepted.

31.03 The Company agrees to furnish a replacement parka every 3 years thereafter provided the employee remains in the Company's service.

The parka remains Company property and should the employee leave the Company's service it must be returned prior to pay-off or the cost thereof will be deducted from any monies accruing to him except in the case of death.

ARTICLE 32 - BULLETIN BOARDS

32.01 If the Union desires to post notices on the property, such notices shall be first submitted to the Management for approval. Neither the Company nor the Union shall make changes in such notices thereafter.

32.02 Bulletin Boards will be provided by the Company for notices and no notice shall be posted except on such Boards.

32.03 Except as above provided, there shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices, or any other kind of literature upon the Company's property except by permission of the Company's Management.

ARTICLE 33 - SAFETY COMMITTEE

33.01 The Union and the Company affirm their mutual desire to maintain high standards of health, safe working practices and conditions in the workplace.

The Union and the Company agree to cooperate in the establishment of a Health and Safety Committee to represent the Office and Stores employees. The Office Health and Safety Committee will consist of 2 employees appointed by Local

1585, and 2 members appointed by the Company. One person from each group of appointees shall serve as co-chairperson. In addition, the Supervisor of **Safety/Training**, shall act in the capacity of Advisor to the Committee, with no voting privileges. The Committee shall function in the manner from time to time prescribed under the terms and conditions of the Occupational Health and Safety Act.

The parties also agree that the importance of this committee is paramount and therefore, it is desirable to maintain a high level of continuity. Therefore, both parties shall endeavor to overlap representation in a fashion that ensures that both sides will avoid replacing more than 1 committee member at 1 time.

The President of the Local **1585** Union shall be represented on the Corporate Health and Safety Committee, which meets regularly to formulate rules and regulations relating to the safety and health of all employees.

ARTICLE 34 -EMERGENCIES

34.01 Nothing in this contract shall preclude the Company from assigning work to any employee within his capacity in cases of emergency or unusual circumstances.

ARTICLE 35 -COMPANY AND EMPLOYEE RELATIONS

35.01 If a serious complaint is turned in about a salaried employee the employee will be told of the complaint within 48 hours, where possible. A member of the Union and the aggrieved employee, in the presence of a Company representative, will have the right to interview the originator of a serious complaint.

35.02 When an employee is interviewed in connection with a complainant's allegations, he shall have the right of seeing the Company official concerned in private.

35.03 Employees will be given the opportunity to review their Company personnel file upon request.

35.04 The Company agrees to remove all discipline and complaint records from all employees file after 5 years provided there are no other records that are the same in nature within the last 5 years.

ARTICLE 36 -TECHNOLOGICAL CHANGES

36.01 A minimum of 60 days before the introduction of any technological change which directly affects the conditions and terms or security of employment, classifications or work loads, the Company shall notify the Union of the proposed changes. Any such changes shall be the subject of discussion between the Union and the Company. No employee with seniority shall be terminated by the Company providing he has availed himself of the Company's retraining program as soon as such retraining program becomes available, and the employee is able to perform the job for which he is retrained in a manner satisfactory to the Company within 3 months of being confirmed in the job. An employee who is not able to perform the job after retraining and the subsequent 3 month probationary period will be given the right to bump into any job which he is immediately able to perform and subject to the provision of Article 20.03

If the technological change results in a substantial increase or decrease in work load the position shall be reclassified. In the case of a downgrading of the position as a result of reclassification, then the rate of pay for the position will be red-circled for a period of 6 months, after which time the reclassified rate of pay will become effective.

ARTICLE 37 - TERMINATION

37.01 This agreement shall be effective as of the First day of April, 1998, and shall continue in full force and effect until the Thirty-first day of March, 2001, and from year to year thereafter unless in 2001 or in any year thereafter not more than 90 days and not less than 60 days before the Thirty-first day of March in such year either party shall furnish the other with written notice of termination or proposed revision of this agreement.

SCHEDULE "A"

Being attached to and forming part of the collective bargaining agreement between the Hamilton Street Railway Company and the Amalgamated Transit Union, Local Union 1585, dated the First day of April 1988. For the purpose of this Schedule, employees will be classified in job groups as follows:

APRIL 1, 1988

JOB GRP	JOB VALUE SPREAD	JOE VALUE	JOB CLASSIFICATION	BI-WKLY HOURS
21	947 - 984			
20	909 - 946			
19	871 - 908			
18	833 - 870	847 833 833 833	ELECTRONICS FOREMAN FOREMAN I FOREMAN II GENERAL REPAIR SHFT FORE	80 80 80 80
17	795 - 832			
16	757 - 794	793	INSPECTOR	80
15	719 - 756	· 737 725	VSC FOREMAN SR TECHNOLOGIST (SCHED) TRANSITTECH I	80 75 75
14	681 - 718	683 708 702	ACCOUNTING COORD TRANSIT TECH II TRANSITTECH III	75 75 75
13	643 - 680	663 644	SR. STOCKKEEPER SR TICKET AGENT	80 75
12	605 - 642	638 633	BUYER FOREMAN III	75 80
11	567 - 604	581 587	SHIPPR/RECR/ROADPERSON SR. ACCOUNTING CLERK	80 75
10	529 - 566			
9	492 - 528			
8	453 - 490	477	STOCKKEEPER	80

7	415 - 452	423	HSR TICKET AGENT	75
		407	DISBURSEMENTS CLERK	75
6	377 - 414	407	ACCOUNTING CLERK I (EXP)	75
		404	SR CLERK/TYPIST (PURH)	75
		398	FARE MEDIA COORDINATOR	75
5	339 - 376			
4	301 - 338	334	TICKET DELIVERER	75
		306	SR. GARAGE CLERK	75
		306	MAIL/REVENUE CLERK	75
3	263 - 300	296	CLK /TYPIST HSR CHARTERS	75
		280	CLERK TYPIST (PURCH)	75
		296	LEDGER CLERK (PURCH)	75
		280	CLERK/TYPIST (ENG ADMIN)	75
2	225 - 262	261	GARAGE CLERK I	75
		246	SWITCHBOARD/TYPIST	75
		244	INFORMATION CLERK	80
		238	CLERK/TYPIST (OPER)	75
	186 - 224	202	SR CHECKER	80
		202	CHECKER	80

****Pending JJEC Review**

SCHEDULE "B"

Effective January 20, 1999

JOB CLASSIFICATION	BI-WKLY HOURS	HOURLY RATE	BI-WKLY RATE
FOREMAN III	80	21.97	1,757.60
STOCKKEEPER	80	19.58	1,566.40
CLERK/TYPIST HSR CHARTERS	75	17.25	1,293.75

Effective March 31, 1999

JOB CLASSIFICATION	BI-WKLY HOURS	HOURLY RATE	BI-WKLY RATE
FOREMAN III	80	Refer to Schedule A	
STOCKKEEPER	80	19.73	1,578.40
CLERK/TYPIST HSR CHARTERS	75	17.38	1,303.50

Effective March 31, 2000

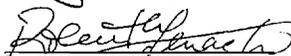
JOB CLASSIFICATION	BI-WKLY HOURS	HOURLY RATE	BI-WKLY RATE
STOCKKEEPER	80	19.88	1,590.40
CLERK/TYPIST HSR CHARTERS	75	17.51	1,313.25

*** Foreman III absorbed March 31, 1999**

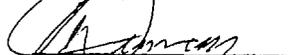
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under the hands of their duly authorized officers.

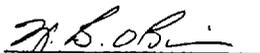
(for) THE HAMILTON STREET RAILWAY COMPANY


TERRY COOKE
Chairman, Board of Directors

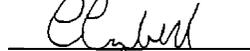

ROBERT MENAGH
Director of Labour Relations

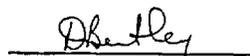

Don Hull
Director of Operations

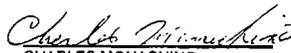

ROY DUNCAN
Director of Engineering


BILL O'BRIEN
Director of Transportation Planning

(for) AMALGAMATED TRANSIT UNION, LOCAL UNION 1686


CHRIS CAMPBELL
President


DOUG BENTLEY
Vice-President


CHARLES MONACHINO


GORD AITKEN

LETTER OF UNDERSTANDING #1

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Schedule B positions

The Company and the Union agree that this letter takes effect upon ratification of this agreement, and shall remain in effect until the last incumbent in a Schedule B position reaches the wage rate for their position outlined in Schedule A.

Incumbents in the positions listed below will be subject to the guidelines listed below with respect to compensation:

1. Employee will receive 50% of schedule contract increases as provided for in article 12.05(c) of this agreement until such time as the employee's rate reaches the wage rate for their position outlined in Schedule A.
2. In the event that in any calendar year the process outlined in section 1 is not required in its entirety, the employee shall, under no circumstances, drop below the wage rate outlined in Schedule A.
3. In the event that an employee employed in a Schedule B position on date of ratification, who has not yet reached the wage rate for their position as outlined in Schedule A, is laid off and exercise their rights under article 20.03 of this agreement, the employee shall not suffer a loss in wages greater than 5%. This shall only apply where an employee accepts the highest paying classification their seniority and qualifications entitle them to hold.
4. In the event that an employee employed in a Schedule B position on date of ratification has reached the wage rate for their position as outlined in Schedule A is laid off and exercise their rights under article 20.03 of this agreement to displace a junior employee in a position which remains in Schedule B the employee shall receive the Schedule B wage rate in effect at the time of the displacement.
5. When all incumbents in a Schedule B position have reached the Schedule A wage rate said position will be deleted from Schedule B.

6. Should any current Schedule B incumbents **move** to a **classification** within Schedule A, of their own volition, they shall **be subject to all** provisions of the **agreement** and this **letter of understanding** shall no longer apply.
7. If a schedule B employee who is laid off returns after a period of layoff to their former Schedule B position, they shall **be paid** at the Schedule B rate in effect on the date of their return.

LETTERS OF UNDERSTANDING #2

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Job Evaluation

The parties agree that the Job Evaluation Plan shall:

- (a) form the foundation from which to measure the contents of jobs
- (b) provide the means for **establishing** and maintaining an equitable wage structure using a weighted point factor system, as per Company policy.
- (c) provide a maintenance procedure to meet changing conditions and work requirements.

It is the purpose of the parties to examine, consider and evaluate job content and not the performance of any individual performing that job. The **parties** agree that existing wage **rates** and workloads are not a consideration of the evaluation process.

It is **agreed** that the development of Job Descriptions and the administration of the Job Evaluation Plan are the responsibility of the Company.

The Company agrees to inform the Union of any significant changes to job descriptions prior to implementation. The Company further agrees to supply the Union with a complete and updated list of all job descriptions and **organization** charts annually, or as required

In the event that the Company or the employee requests a **re-evaluation** of a position or in the event that the Company deems a new position to be included in Schedule 'A', the Joint Job Evaluation Committee shall convene within 30 days of the request in order to evaluate the position.

If the JJEC fails to reach an accord in the evaluation of a job position, it will be referred to the **Steering** Committee for resolution. If still unresolved, the matter will be referred to arbitration. Upon successful completion of the evaluation, the Joint Job Evaluation Committee shall submit a signed copy of the results to the Manager of Human Resources who will arrange to have the point values assigned.

Upon successful completion of the assignment of point values by Human Resources an audit of the points assignment shall be conducted by the President of the Union and the Manager of Human Resources; and signed Off.

There will be a full exchange of knowledge and information between the employer and the Union in the **administration** of the Job Evaluation Program. The Job Evaluation Committee may observe any job operation, documentation, work site, vehicle, **machinery** or office equipment, or may **interview** an incumbent and supervisor to obtain pertinent and factual information about a job.

The Steering Committee will consist of 3 representatives from the Union Executive from local 1585 and 3 Company Representatives.

The Job Evaluation Rating Manual and weighting system developed and used for Pay Equity will be used for and form a part of the Job Evaluation Program. Any and all changes to the rating manual or weighting system must be reviewed by the **Steering** Committee.

The Job Evaluation Committee will be **comprised** of six participants, **three** selected by and to represent the Union and three selected by and to represent the Employer for the purpose of addressing all jobs coming within the bargaining unit. All union members of the Committee will **receive** their normal pay and status while working on this committee. Replacements of the Job Evaluation Committee will **be** considered only after **written** notification to either party.

The voting procedures for the Job Evaluation Committee to reach an agreement is, five of the six members must concur in a decision.

In the event that a reevaluation results in an increase of 2 job groups the position will be posted and filled in accordance with article 27 of the collective agreement.

LETTER OF UNDERSTANDING #3

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

Re: Work Accommodation

During the course of negotiations the Company and the Union reached agreement on several issues relating to Work Accommodation. They are as follows:

- 1 The Joint Management/Union Vocational Rehabilitation Committee will continue to function as established.
- 2 The Union and the Company agreed that any Local 1585 employee who is temporarily placed in any Local 107 or non union position under the Work Accommodation Program will continue to accumulate Local 1585 seniority for up to one year.
- 3 The Union and the Company agree to amend the formula for calculating the offset provisions for rehabilitative income to provide for a limit of 90% of pre-disability earnings.
- 4 The Union and the Company agreed that an employee is considered to have a permanent medical restriction when there is a clearly identifiable medical pathology that can be linked to the employee's ability to perform the essential duties of the job in a safe, predictable manner without causing potential harm to himself or others.
5. The Company will continue to make a number of security guard positions available for permanent and temporary rehabilitated employees of HSR. These will be nonunion positions.

LETTER OF UNDERSTANDING #4

April 7, 1999

The Hamilton Street Railway Company
Local 1585, A.T.U.

Re: New Positions

During the course of negotiations the Union expressed concern regarding the establishment of new positions that are not specified in Schedule 'A'. As a result, the parties agreed that, if such a position is established in the future, they shall meet to discuss if such position is appropriate for inclusion in Schedule 'A'. If both Company and Union agree that the new position or classification is appropriate for inclusion in Schedule "A", then the Company agrees:

- a) That the rate for such position or job classification is subject to the job evaluation process.
- b) That the said position or job classification is to be included in and form pan of Schedule 'A'.
- c) That the said position is to be filled in accordance with Article 27 of the collective agreement.

LETTER OF UNDERSTANDING #5

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Definitions

During recent negotiations the parties agreed to the following definitions:

Company (Department)

Refers to the **Transit** department of the Region.

Division

Refers to the organisational parts of the Transit Department, which are currently **Operations**, Human Resources, Systems, Accounting, **Engineering/Maintenance** and Transportation Services. These are subject to change.

Section

Refers to the organisational pads of a Division and are generally headed by a Manager or Superintendent.

Group

Refers to the **organizational** parts of a Section and are generally headed by a Supervisor or **Officer**.

Department or Rotating Cycle

Refers to a work unit established by the Company, comprised of 1 or more persons who perform similar or related tasks or work on the same task.

LETTER OF UNDERSTANDING #6

April 7, 1999

The **Hamilton Street Railway Company**
Local 1585, ATU

To: The Union Negotiating Committee

Re: Attendance at Meetings

The Company agrees that employees required to attend meetings in regard to a Committee that is jointly attended by Management and the Union may be granted such time off without loss of wages, subject to work **requirements**. It is further agreed that this **applies** only to Company **recognized** committees.

LETTER OF UNDERSTANDING #7

April 7, 1989
The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Pension Fund

This letter will replace Article 18.02 and will be incorporated into the Pension Plan text

(a) Bridging Benefits

Would be available to any member who retired from active service at or after age 55 (it would *not* be available to any former member whose pension commenced hum 'deferred vested' status).

The other key features of this bridging benefit are:

- \$18.00 per month per year of service
- maximum 30 years service (hence, maximum bridge is \$540.00 per month)
- payable from retirement until age 65, (as a life-only benefit with no other options)
- non-indexed
- reduced commensurate with "lifetime: benefits if not attained 85-points.

(b) Early Retirement Discount Factor

An employee retiring prior to age 65 or not having attained the 85 points will have their pension benefit reduced as follows:

½% for each complete month up to 60 months by which your age at retirement precedes your 65th birthday or ½% for each complete month up to 60 months by which your points precedes 85 points, whichever is less.

Plus

1/3% for each complete month by which your retirement date precedes your 65th birthday in excess of 60 months, but not in excess of 120 months or 1/3% for each complete month by which your points precedes 85

points in excess of 60 months, but not in excess of 120 months, whichever is less.

(c) Pension Indexing

The following pension benefit increases will apply to all current pensioners paid from the plan (i.e. pre 1987 pensions 'purchased' from an Insurer are not to be indexed).

- May 1st, 1999 – 1% or current formula, whichever is higher
- May 1st, 2000 – 1% or current formula, whichever is higher
- May 1st, 2001 – 1% or current formula, whichever is higher

(d) Plan Administration and Funding

- Both company and union agree to equal sharing of required plan contributions
- Both company and union agree to a phase-in of required plan contributions
- Pension plan contributions for the next 3 years will be as follows:

1999 – 0% employee contribution, and 0% company contribution

2000 – 0% employee contribution, and 0% company contribution

2001 – 1% employee contribution (1% of total pensionable earnings);
company to match employees' contribution.

- The company and union agree to the following guiding principles for future plan adjustments:
 - (i) Contributions beyond 2001 to be phased-in using available surpluses and not to exceed 1% per year per person (unless required by the current Actuarial Evaluation) with a matching contribution by the company.
 - (ii) After determining the level of contributions and if further surpluses are available, the subsequent items will be addressed in the following order:
 - First, maintain a funding reserve equal to 5% of Pension Plan assets
 - Second, guarantee indexing of retiree benefits of 1% each year
 - Third, other plan enhancements.

LETTER OF UNDERSTANDING #8

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Statutory Holidays

For the duration of the current collective agreement, the parties agree to administer article 13 as follows:

Article 13.01

Where a statutory holiday as defined in article 13.02 occurs on an employee's scheduled work day and the employee is not required to work on the statutory holiday, the following rules apply:

- a) The employee shall be paid for the statutory holiday providing they work the last scheduled day before and first scheduled day after the statutory holiday.
- b) Notwithstanding paragraph (a) above, the employee shall not be denied statutory holiday pay if, on up to 2 occasions in a calendar year, they claim article 17 salary continuance in respect to one or both of the scheduled days before or after a statutory holiday.
- c) Notwithstanding paragraph (a) above, no employee will be denied statutory holiday pay for a statutory holiday falling on a scheduled work day if a claim for article 17 salary continuance commences more than 3 consecutive scheduled working days before the statutory holiday and continues up to the statutory holiday, or commences on the first scheduled working day after the statutory holiday continues for more than 3 consecutive scheduled working days. (This provision operates in addition to sub paragraph(b)).

Article 13.03

An employee who works on a statutory holiday, either because they were scheduled and required to report to work or as a volunteer, will only be paid time and one half for working on the statutory holiday. If, regardless of the reason, the employee does not work either their last scheduled working day before the statutory holiday or their first scheduled working day after the statutory holiday.

Article 13.04

Where a statutory holiday falls on an employee's day off, and the employee fails to work their last scheduled working day before or their first scheduled working day after the statutory holiday, regardless of the reason, the employee will not receive statutory holiday pay or the statutory holiday nor an alternate day off in lieu of the statutory holiday.

Article 13.05

When a statutory holiday is observed during the course of a salary rated employee's vacation they will be granted a day off in lieu or, alternatively, they may elect to be paid 8 hours straight time. Such employee shall not be denied pay or time off in lieu for the statutory holiday, only because the employee fails to work their last scheduled working day before their vacation or their first scheduled working day following their vacation. For greater clarity, this provision is separate and distinct from the interpretive provisions affecting article 13.01.

General

These interpretive provisions supplement but do not replace article 13 of the collective agreement. In the event of conflict this letter of understanding prevails. Both parties reserve the right to revise or revoke this letter of understanding as part of the next collective bargaining negotiations.

LETTER OF UNDERSTANDING #9

April 7, 1999

The Hamilton Street Railway Company
Local 1585, ATU

To: The Union Negotiating Committee

Re: Overtime for Inspectors

The Company and Union agree that during the term of this Agreement the following guidelines will be used for the allocation of overtime for Inspectors working their days off in accordance with article 25.07 of the Collective Agreement.

- 1) Inspectors requesting to work overtime will have an opportunity to sign a volunteer list for the six week board period at the same time the sign-up is conducted to select regular work shifts. This permits Inspectors to sign as volunteers in order of seniority.

- 2) Inspectors may sign as a volunteer for **additional** days at any time **during** the six week board providing they sign 3 *days prior* to the date indicated **as** available to work overtime. Inspectors signing in this manner will not be given priority based on seniority over any other names already signed.
- 3) If an Inspector works his/her first day-off as a volunteer and is the first name to work overtime on his/her second day-off. the available **overtime** will go to the **next signed** name.
- 4) Any Inspector working his/her day-off as a volunteer will be compensated as per **article 25.02** of the Collective Agreement. Lieu days will be granted **at a mutually agreed time**. Should a second (or subsequent) day off be worked in the same week. a lieu day will be granted.
- 5) In emergency or unusual circumstances, any Inspector may **be** selected to work overtime without following these guidelines.
- 6) An Inspector may withdraw his/her name as a volunteer provided reasonable notice is given (normally 3 days) to the **Superintendent of Street Operations**. when work is assigned to a volunteer, then that work must **be** accepted by the volunteer, provided there is 8 hours between the finish time and the next scheduled shift of the volunteer.
- 7) These guidelines **do not** preclude the assignment of Acting Inspectors by the Superintendent of Street **Operations** when deemed necessary. (i.e. budget restraints)

It is also agreed that any **terms** of this Letter of Understanding can be changed in whole or **part** with mutual agreement of both Company and Union.

LETTER OF UNDERSTANDING HO

April 7, 1999

Hamilton Street Railway Company
Local 1585, A.T.U.

To: The Union Negotiating Committee

Re: Major Medical Insurance Adjustments

The Company and union agree to make the following changes to the major medical insurance coverage:

1. Mandatory Generic Equivalent

- . Only generic drugs will be reimbursed.
- . Employee can purchase name brand drug however reimbursement will be based on the cost of the generic drug.
- . Name brand drugs will qualify if employee provides a doctor's note outlining medical reasons.
- . Effective January 1, 1997

2. Dispensing Fees

Maximum reimbursement for dispensing fees is \$9.00 per prescription. Effective October 7, 1996

3. Smoking Cessation

Employee may acquire smoking cessation aids only once per lifetime. Effective January 1, 1997

4. Semi-Private

Delete all coverage for semi-private.
OHIP will pay if semi-private or private room required for medical reasons
Effective October 7, 1996

LETTER OF UNDERSTANDING #11

March 16, 1999.

The Hamilton Street Railway Company
Local 1585 A.T.U.

Both parties agreed to the following changes with respect to the 1998 Collective Agreement:

1. Any reference to Commissioner of Transportation shall be changed to General Manager of Transportation, Operations and Environment.
2. Any reference to Commissioner of Human Resources shall be changed to General Manager of Human Resources.

3. Any ~~reference to WCB or Worker Compensation~~ shall be changed to ~~WSIB or Workplace Safety 8 Insurance Board/benefits~~.
4. Any ~~reference to Metropolitan Life~~ shall be changed to Mutual Life of Canada.

LETTER OF UNDERSTANDING #12

April 7, 1999

Hamilton Street Railway Company
Local 1585, A.T.U.

To: the Union Negotiating Committee

Re: Salary Adjustment

The following salary ~~increases~~ shall be incorporated into Schedule A:

- 1% January 20, 1999
- 1.5% increase on March 31, 1999
- 1.5% Increase March 31, 2000.

Also, all full-time employees to receive a WOO in lieu of 1998 retroactive increase.

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