

1995 - 1996 COLLECTIVE AGREEMENT

between

OSHAWA PUBLIC UTILITIES COMMISSION

- and -

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA (CAW-CANADA), and its LOCAL 222**

Employees of

**Oshawa Public Utilities Commission
Transit Department**

March 1, 1995 to February 29, 1996

SOURCE	Co.
EFF.	950301
TERM.	960229
No. OF EMPLOYEES	92.
NOMINRE DIEMPLOYÉS	SD

07909605

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THIS COLLECTIVE AGREEMENT

Made in duplicate this day of 1995

BETWEEN

OSHAWA PUBLIC UTILITIES COMMISSION

hereinafter referred to as the "Commission"

of the first part,

- and -

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA), AND ITS LOCAL 222

Employees of Oshawa Public Utilities Commission Transit
Department

hereinafter referred to as the "Union"

Of the second part.

ARTICLE 1 COVERAGE

1.1.1 This Agreement shall apply to all employees of the Commission covered by the classifications listed in "Schedule A" of this Agreement. In the event a new classification is established in Schedule "A" during

1.1.1 (continued)

the life of this Agreement, negotiations for a wage rate and any working conditions covered by this Agreement shall be commenced before notice of the vacancy is posted.

If the Union and the Commission fail to reach an agreement on the wage rate or classification, a Union Policy Grievance may be filed. The arbitrator will have the authority to set the wage rate, classification and award the redress.

ARTICLE 2**RECOGNITION**

2.1.1 The Commission hereby recognizes the Union as the sole Collective Bargaining Agency for the employees coming within the coverage of this Agreement in respect to wages, hours of work and all other working conditions.

2.1.2 There shall be no discrimination by the Commission or the Union or its members, against any employee because of membership or non-membership in any lawful Union, or according to the Ontario Human Rights Code.

ARTICLE 3

UNION SECURITY AND CHECK OFF

3.1.1 All employees to whom **this** Agreement applies who **are** hired after March 1, 1987, **and** who have completed their probationary **period** shall become **and remain** members of the Union.

No employee shall lose **his/her** employment **as** a result of the denial of or loss of Union membership **except** by reason of his/her failure to pay the **regular** Union dues levied on **members** of the Union.

3.1.2 The Commission agrees to deduct **Union** dues from the pay of each employee covered by **this** Agreement. **Deductions** shall be made **from** each employee's pay for the four pay periods ending on or after the first day of the **month**, **and** the total amount so **deducted** **remitted** to the **Union** not later **than** the **15th** of the following month. **The** Union **will** inform the Commission in writing of the amount to be deducted for each employee and the **name** of the person responsible for **receiving** the **funds** on behalf of the Union. When changes occur in dues deductible, **30 days'** notice shall be given the Commission before such changes become effective.

In consideration of the deduction and forwarding **service** by the Commission, the Union agrees to indemnify and save **harmless** the Commission against any claim or liability arising out of or **resulting from** the collection and forwarding of the **regular monthly Union dues**.

ARTICLE 3

UNION SECURITY AND CHECK OFF

- 3.1.3** There shall be no Union activity of any kind on the Commission's time other than that provided for in this Agreement or that specifically authorized by Management.

ARTICLE 4

MANAGERIAL RIGHTS

- 4.1.1** The Commission has and shall retain the exclusive right and power to manage its business and direct its working forces including but without restricting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote and discipline any employee for just cause. Any employee who feels he/she has been subjected to unfair treatment shall have the right to seek redress in accordance with the Grievance Procedure Article 6.

This article shall not be inconsistent with provisions of this Agreement.

ARTICLE 5

UNION REPRESENTATIVES

- 5.1.1** Stewards

The Commission recognizes that one of the four

ARTICLE 5

UNION REPRESENTATIVES

5.1.1 Stewards (continued)

Stewards will be the Unit Chairperson:

Skilled Trades - one.

Servicepersons, Serviceperson/Tireperson,
Stockkeeper, Storeperson, Maintenance Clerk,
Cleaners - one.

Inspectors, Coach Operators, Operations Clerks,
Transit **Secretary** - two.

The Union **will** submit **the names** of the **Stewards** in writing to Management within 30 days of their appointment.

5.1.2 Labour Relations Committee

During formal contract negotiations With the Commission or **Management**, the **Union** may be **assisted** by a National Representative **and** President of the Local Union **and** may be represented by a committee of four persons. At **all** other meetings with Management or the Commission, Union representation will be **limited** to three employees. The **Union** will submit to Management the names of the representatives **and** the Unit Chairperson, **within** 30 days of their appointment.

5.1.3 Leave of absence without payment of wages, insofar

ARTICLE 5

UNION REPRESENTATIVES

5.1.3 (continued)

as the operation of the Commission's system will permit, shall be granted to duly appointed Union delegates to attend Conventions when such leave is applied for to Management in writing by the Union at least two weeks in advance, if possible, but in any event, not less than three days in advance. The benefits of the Union delegates will be paid provided the delegates earn on the job wages in the calendar month.

5.1.4 a) The Unit Chairperson and/or the Vice Chairperson will be allowed up to eight hours without pay, to be taken one day per week, to attend to Union business. The Unit Chairperson and/or Vice-Chairperson will provide Management with 24 hours' notice of which day they wish to use for Union business each week.

b) Four Union officials will be allowed to meet for four consecutive hours without pay, in a calendar month, provided they give Management 48 hours' notice.

5.1.5 Management will endeavour to provide a Union Representative with the necessary time off to investigate a grievance, as set out in Article 6, and that time off will not be unreasonably

ARTICLE 5

UNION REPRESENTATIVES

5.1.5 (continued)

withheld subject to the workload **and scheduling**.

5.1.6 Representatives on the Union's Labour Relations Committees shall **be allowed time off** to attend contract negotiation meetings **with** the Commission or Management when they are held **during working hours**.

5.1.7 Union representatives shall not **be paid for the time they** are absent from duty except that:

a) In following the steps of the Grievance Procedure **during** meetings with Management **or** the Commission, the Commission will pay all normal time lost from **work** of up to **two recognized Union officials and** the grievor. The Commission will **not** pay for time spent **while** in Arbitration.

b) During negotiations for renewal of this Collective Agreement, **the Commission will pay up to six days' pay** for **four** employees for **time lost** from work. The Commission **will not** pay for time spent in Conciliation.

5.1.8 The Commission will allow a maximum **of two** employees at any given time, elected **or** appointed to an Office in the Union, **a leave of** absence without **loss** of service and reinstatement to his/her former position,

5.1.8 (continued)

provided **the** Commission does not have to **pay** for **any** wages or benefits.

5.1.9 Except **as** set out in Article 5.1.5, or for prearranged **meetings with** Management, Stewards **will** not leave the job site **to** carry out their duties **as** Union officials.

5.1.10 A **Labour** Relations Committee comprised of Management **and up** to four Union officials **agree** to hold monthly meetings in order to promote good relations between the parties.

ARTICLE 6**GRIEVANCE PROCEDURE**

6.1.1 For the purposes of this Agreement, a grievance is defined **as** a difference **between** the parties **arising from** the interpretation, application, ~~administration~~ or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable.

Under **this** Agreement, ~~there~~ are considered to **be** two **types** of grievances. The first type is a grievance raised by **an** individual employee or a group **of** employees. **The** second type is a policy

ARTICLE 6

GRIEVANCE PROCEDURE

6.1.1 (continued)

grievance which is **raised** by the Commission **or** Union.

For an employeé grievance to **be** considered valid, Step I of the Grievance **Procedure** must take place within one **week** of the time of **the occurrence** of the conditions or circumstances causing **the grievance**, **with** the exception **that an employee who** is legitimately absent from work **may raise a grievance within** one **week** of his/her return to work, where **the** conditions or circumstances causing the grievance occurred during his/her absence.

- 6.2.2** The Commission's or the Union's grievance, to be considered valid, must be **submitted to the other** party **within 15** calendar **days** of the **date** of the occurrence.
- 6.2.3** Where a grievance arises from layoff or dismissal, the Union shall present the grievance on **the** employee's behalf **at Step 2** of the Grievance Procedure.
- 6.2.4** The **time** limits imposed on Commission officials and/or Union officials in the Grievance **Procedure** shall not include days in which the particular official is absent from the Commission's premises.
- 6.2.5** In following out the steps of the Grievance Procedure, if no Foreperson or Supervisor's position exists, or in the event of their absence which **may** result in the time

6.2.5 (continued)

limits for processing a grievance being exceeded, **the** employee **may** contact the next higher level of supervision.

6.2.6 If **at** any time the Commission representative fails to supply a written answer **to** a written **grievance** **within** the **time** specified in each step, then the grievance shall be considered settled pursuant to the Union written **quest** .

6.3.1 GRIEVANCE PROCEDURE

Any employee having a complaint, or **a** group of employees having a complaint, shall first take the matter up **with** their immediate Supervisor.

Step 1

Failing to resolve the complaint, a grievance can be **filed**. The employee must be accompanied by his/her Steward.

A written decision shall be rendered **within** two working **days** of the grievance meeting. **A** copy of the decision **will** be **given** to the Unit Chairperson and the **Steward**.

ARTICLE 6

GRIEVANCE PROCEDURE

6.3.1 (continued)

Step 2

Failing satisfactory adjustment at Step 1, the **grievance shall** be presented to the Manager of Transit, who **may** hear the case personally or delegate **his** authority. **At this and subsequent steps of the Grievance Procedure, Union representation will be limited to three employees.** The grieving **employee** need not be present throughout the hearing, but **he/she shall be** available in **case his/her** presence is required. **A decision shall be given in writing within five working days of the hearing, or such other time as may be mutually agreed upon at the time of the hearing. A copy of the decision will be given to the Unit Chairperson and Steward.** At this and subsequent steps, the Union **may be assisted by a** National Representative of the **Canadian Auto Workers and the President of the Local Union.**

Step 3

If the grievance is not settled at Step 2, it shall be referred **to the Commission at** a regular or emergency **meeting, which shall take place within 14 working days of the date of the request for the meeting, or at a time mutually agreeable to both parties.** Up to two **Union officials and the Unit Chairperson** shall present the case. The employee having the grievance **need** not be present; but shall be available in case his/her presence is required.

6.3.1 (continued)

Step 3 (continued)

The Commission shall render its decision in **writing** within five days of the hearing, provided **all** pertinent information **and** evidence is available at **the time** of the said **hearing**. A copy shall **be** given to *the* Unit Chairperson and **steward**.

6.4.1 A policy grievance originating with the Union or the Commission will be submitted **at Step 2** of the Grievance Procedure. **Failure of an** individual employee to file a grievance shall not be considered precedent setting.

The Union's grievance will be presented to the Manager of Transit, **and** the grievance will be processed **as** outlined in Step **2 and Step 3** of the Grievance Procedure.

The Commission's grievance will be submitted to **the** Unit **Chairperson** of the Union, and the **time limits** as outlined in Step **3** will apply. If such grievance is not settled to the satisfaction of both parties, then it may be processed to arbitration.

ARTICLE 7

ARBITRATION

7.1.1 Both parties agree that if any difference should arise between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable, either party, after exhausting the grievance procedure applicable under the terms of this Agreement, may request a meeting of the Commission with the Labour Relations Committee of the Union at the earliest opportunity in an effort to adjust such matters, and the Union shall have the right to have their Union Representative with them, and if no settlement of the matter at issue can be reached, then the Commission and the Union may apply within 10 working days after receipt of the decision received from the Commission or Union, either party can refer the outstanding issues to a single Arbitrator or in accordance with Section 45 of the Labour Relations Act for the final and binding settlement, without stoppage of work.

Both parties shall bear an equal share of the expenses of the single Arbitrator.

7.1.2 The Commission and the Union agree to abide by the Labour Relations Act with respect to strikes and lockouts.

ARTICLE 8

DISCIPLINARY ACTION

8.1.1 The Union shall be notified in writing within 24 hours

ARTICLE 8

DISCIPLINARY ACTION

8.1.1 (continued)

excluding Saturdays, Sundays and Statutory Holidays of any action which may result in an employee being disciplined, discharged or laid Off.

An employee of the Commission who is about to be discharged or suspended and is required to leave the Commission's premises, must first be allowed an interview with one appropriate Union official.

The Union recognizes that in cases involving suspension or discharge, there may arise a time in which immediate removal of an employee from the workplace is the only way to deal with the matter.

- 8.1.2 All entries on an employee's record relating to discipline will be removed and destroyed after two years from the date of entry. The Unit Chairperson, appropriate Steward and the employee will be informed in writing of all entries to an employee's record relating to discipline. This will be done within 24 hours' notice excluding Saturdays, Sundays and Statutory Holidays.**

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.1.0 GENERAL

9.1.1 An employee who reports for **work** on his/her off duty **day** will be paid a **minimum**, the equivalent of four hours pay at straight time **rates**, for a first and second call-in. No minimum **shall** apply on a call-in where the employee is stopped before leaving home, except **when** the employee is called prior to 8:00 a.m.

9.1.2 A Coach Operator who, due to **sudden illness** or for other reasons, is unable to report for work **at** the scheduled time shall notify **his/her Supervisor** or Night Person 45 minutes in advance and Garage **staff** notify their Supervisor **30** minutes in advance. If absent for two consecutive working days without notice being given, the employee **shall be considered to** have left **the** service of **the** Commission. Reinstatement **shall be** dependent upon a **satisfactory** explanation being given to the Manager of Transit.

9.1.3 Overtime **rates** shall be one **and** one-half **times** the straight time **rates**.

9.1.4 All classifications of employees on **regular** assignments who work overtime **shall be paid at** double the **normal** rate for **that** portion of such overtime which is **more** than 14 hours in each 24 hour period commencing at 4:00 a.m.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.1.5 When an employee is Sent on a training course by the Commission, the hours of the course shall be considered **as** the regular hours of work for the purpose of payment of wages. No overtime **shall** be paid for **course** attendance or for travelling to **and** from the course location, and no **regular** time shall be lost.

Depending on the starting time and the distance to **the** training **course**, **the** employee at the **discretion** of Management, may stay over the night **before** the course.

If the employee is **required** to attend the course on his/her normal day off work, he/she shall be **allowed** an equivalent amount of time off at a later date, to be taken **at** a time acceptable to the Supervisor. **Such time** off **will** not **exceed** eight hours per **day** of course attendance. Employees on **training** course of one week or more **duration**, **will** be reimbursed for one three minute telephone call home, **per** week.

Travelling **expenses** in accordance **with** the Commission's established policy **will** be allowed.

9.1.6 The Commission will pay for courses required due to technological change. The courses to be taken and paid for will be at the discretion of **Management**.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.1.7** An employee will not work more than 12 hours in one 24 hour period unless agreed to after discussion between Management and the bargaining committee.
- 9.1.8** In the event the Commission obtains charter rights for points beyond the present City limits, it is agreed that negotiations will be undertaken to establish a rate of pay and accommodation allowances, etc., for this type of work.
- 9.1.9** Employees resuming duty after illness or leave of absence for other reasons shall report for duty to the proper officer. If a Coach Operator's run is booked out, he/she will be placed on the Spare Board list.
- 9.1.10** A meal allowance may be paid in advance only when an employee requests and receives the meal allowance at the transit facility.
- 9.1.11** The meal allowance will be as follows:
Breakfast - \$4.50
Dinner - \$8.00
- 9.1.12** Employees will be paid 15 minutes at straight time rates for an accident report.
- 9.1.13** Employees who must report to the police station

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.1.13 (continued)

when off duty regarding an accident they were involved in while driving a Commission vehicle, will be paid for one hour at their basic rate of pay.

9.1.14 When *the* Commission requires an employee to obtain a driver's licence reclassification; or when the Ministry of Transportation, Ontario requires an employee to take a test and/or medical or renewal of his/her licence, *the* Commission will pay for the cost of the medical and any driver test. If it is necessary for the employee to take time off from work for this purpose, the time lost will be paid at straight time rates; or if it is necessary for the employee to take the above noted test and/or medical on his/her off duty hours, then he/she will receive two hours pay at straight time rates.

All tests for renewal of an employee's work related licence will be taken at *the* Transit Department. If the employee elects to take this test at the Ministry of Transportation, Ontario, it will be at his/her own expense.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.0 COACH OPERATORS GENERAL

9.2.1 The hours of assignment for Coach Operators who are required to go to the garage to **take** out a bus will commence **five** minutes prior to the **time** required to leave the garage for the initial **starting** point of the **run**, **and** if required to take the coach to the garage after completion of **run**, the assignment will end five **minutes** after scheduled arrival at **the garage**.

9.2.2 a) Coach Operators will be permitted to make their choice of assignments:

- **when an** assignment is **changed** for a period of 30 days or more.
- when the number of regular assignments are to increase for a period of 30 **days or** more.
- when the number of assignments **are** to be **reduced**, except on a recognized Holiday.
- when there is a **vacancy** which Management **assumes** will exist for **30** days or more.
- when a Coach Operator resumes duty subsequent to leave of absence for **any** reason, provided that such Coach Operator is unable to ~~run~~ to his/her previous assignment due to a choice of assignments having been made **as** a result of such leave of absence

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.2 a) (continued)

having been granted.

- at the expiration of a period of two months from a previous choice of assignments, except for the summer assignment, which may extend for a period of up to three months from the previous choice of assignments.

b) A list of assignments will be posted by Management at least 17 days in advance of its effective date. This time period may be reduced provided the employees are personally contacted and allowed adequate time to make their choice of assignment. Signing must be completed by midnight of the Thursday before it goes into effect.

c) Coach Operators shall sign for their choice of assignment at the first opportunity after the list is posted. Operators failing to sign within a reasonable period of time may be requested to sign by an official of the Commission. Operators failing to sign within one hour of such a request shall be assigned to the Spare Board.

d) An assignment for which no employee has been signed up will be filled by the junior

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.2 d) (continued)

Coach Operator.

e) A Coach Operator who **resumes** duty subsequent to authorized leave of absence **and** who does not hold a regular assignment will be **assigned to** the Spare **Board** pending the next choice of assignments.

f) **ALL** vacancies between choices of assignment will be filled by **an** employee assigned to the Spare **Board**.

g) A Coach Operator who signs for or is **assigned** to a regular assignment, must **remain** on such assignment until the next choice of assignments takes place, unless otherwise mutually agreed upon between the Manager of Transit and the Union representatives of **the** employee, or unless a Coach Operator is **assigned** to the position of Relief Inspector.

h) Coach Operators will complete their assignments **as** they appear in the assignment book; both **as** to route and **as** to the time allowed, unless they have proper authorization to do otherwise.

9.2.3 Coach Operators will **carry** out the duties laid down under Reporting Duties in the Transit Department Rules when required and will be compensated therefore **as follows:**

9.2.3 (continued)

Coach Operators will be allowed 15 minutes at straight **time** rates if service is required once or twice through each 24 hour period commencing at 4:00 a.m. Operators required to provide a **third service will** be allowed an additional 15 minutes pay at straight time ~~rates~~. Report **time** shall not exceed 30 minutes during any 24 hour period commencing at 4:00 a.m. and to qualify for report time, **an** Operator must be on duty for **a total** of three hours or more during *this* period.

9.2.4 Coach Operators must report 10 minutes ahead of assignment starting time. Failure to do so may **result** in loss of their assignment **and** associated report time.

9.2.5 ~~Coach~~ Operators **will** be paid one **and** one-quarter times their straight time rate for scheduled work on Sundays.

9.2.6 Coach ~~Operators~~ must have eight hours off **between the** finish of **any** assignment **and the** start of the next day's assignment.

9.2.7 Coach Operators **who work** four hours or more

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.2.7 (continued)

overtime in addition to their day's work **will** be paid an \$8.00 **meal** allowance.

9.2.8 All Coach Operators picking assignments **that require** Saturday and/or Sunday work shall be **allowed** to pick their Saturday **and** Sunday **work** separately **from the** main assignment. Coach Operators whose assignment includes a Sunday **run, must pick their Saturday** work to allow eight hours off duty before **the start** of the Sunday run.

9.3.0 COACH OPERATORS ON REGULAR ASSIGNMENTS

9.3.1 Coach Operators on regular **assignments** shall be paid a minimum of eight hours for each day's assignment. The number of hours in **an** assignment shall be computed from **the** time of first reporting for duty until completion of the assignment, **exclusive** of lunch periods, **and** off time periods in **excess** of 20 minutes between tours of duty.

9.3.2 An extension period at straight time **rates** beyond the normal eight hour working day is **agreed** upon for the purpose of establishing more satisfactory lengths of assignments. Overtime rates will commence **at the end** of a regular assignment or after eight hours **and** fifteen

9.3.2 (continued)

minutes of **working** time, whichever is the shorter period.

9.3.3 The "work week" for Coach Operators on **regular** assignments **shall mean** a period of five days, exclusive of rest days, beginning on the first day on which the assignment goes into effect. The work **week** shall consist of 40 hours exclusive of extension periods, **and** time worked in excess of this **shall** be paid for at overtime rates.

9.3.4 a) Coach Operators on regular assignments called for work before or **after** but not continuous with their regular assigned hours, shall be allowed a minimum of two hours at overtime rates for which **two** hours service may be required. If held in excess of two hours, compensation will be **allowed** on the **minute** basis at overtime rates, except in the case of unscheduled overtime which will be computed to the next even 10 **minute** period. However, employees may be compensated **as** if on continuous duty if conditions justify. This clause does not apply to employees who are stopped before leaving home, except when the employee is called prior to 8:00 a.m.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.3.4 (continued)

b) Coach Operators on regular assignments who **work** overtime shall be paid at double the normal rate for that portion of such overtime which is more than 14 hours in each 24 hour period commencing at 4:00 a.m.

9.3.5 Coach Operators **on** regular assignments finishing after 12:00 Midnight, except on **Sundays** and Holidays, **shall** be relieved for **meals** for one-half hour without **reduction** in pay. When **full** regular hourly **service** is implemented **on Sundays** and Holidays, the exception for **these** days will no longer apply.

9.3.6 Management shall designate the hours of assignment.

9.3.7 Rest days shall be consecutive **as far** as possible, consistent with the establishment of regular relief assignments. Preference shall be given to Saturday **and** Sunday **and** then to Sunday **and** Monday. **Where** non-consecutive rest days **are** assigned, it shall be incumbent upon Management to show that such departure is necessary to meet operation requirements.

9.3.8 Coach Operators on regular assignments who wish to perform extra work should signify **this** and **they** will be called in accordance with the rotating roster for overtime work. When insufficient Coach Operators have been obtained using the rotating roster for

9.3.8 (continued)

overtime work, the work will be covered in accordance with ~~the~~ following procedure:

1. **The** master Seniority List will be **used** in selecting ~~the~~ junior employee when it is necessary to have **a** Coach Operator work **an** overtime assignment when he/she does not wish to do **so**.
2. **Step 1:**
When it is determined by **Operations** personnel **that** none of ~~the~~ available Coach Operators wish to **take** the assignment, then ~~the~~ junior Coach Operator **who is working** that day and whose assignment **will allow him/** her to do the extra work, **will be asked** to take the assignment. If he/she has a good **reason for** not being able to **work** or **cannot** be reached **by** phone, then the next senior employee will be contacted.
3. **step 2**
If none of the drivers working that day are available to do ~~the~~ overtime, then procedure **similar** to Step 1 will be followed, **starting with** ~~the~~ junior employee on his/her off duty day.
4. Overtime work already allocated may be

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.3.8 (continued)

4. (continued)

changed by Operations personnel provided the change is acceptable to the employee or employees involved in the change.

5. A Union representative ~~will~~ be **advised** of any emergencies.

- 9.3.9 Runs that require travelling between **starting** and finish locations shall provide at least 30 minutes clear **time** for a lunch period, in addition ~~to~~ the travelling time.

- 9.3.10 Coach Operators who miss their assignments, shall be placed on *the Spare Board* for that **day**.

9.4.0 **COACH OPERATORS ON SPAREBOARD ASSIGNMENTS**

- 9.4.1 Coach Operators on Spare Board assignments shall be paid for the actual time on duty computed ~~from~~ the time the assignment commences ~~until~~ the assignment ends with a minimum ~~of~~ two hours for each tour of duty **and** no less ~~than~~ eight hours per day, plus report time, **as** in Article 9.2.3 a). The work ~~week~~ for Spare Board Operators shall be five days a week. Operators shall be paid at straight time rates for the first eight hours of

9.4.1 (continued)

compensated service in each 24 hour period commencing at 4:00 a.m. and overtime **rates** thereafter.

9.4.2 Clauses **9.3.1**, **9.3.2**, and **9.3.4 a) and b)** shall apply to Coach Operators on Spare **Board** duty who are filling a regular assignment.

9.4.3 Assignment sheets of Spare Board work shall be posted at the **Operations** Office not later than 2:00 p.m. each day for the following day, except that Monday's assignment sheet shall be posted not later than 4:00 p.m. on Friday. Management shall designate and assign the hours of work, due regard being taken to keep the spread time as **low as possible** and the hours of **work as evenly distributed** among Spare **Board** Operators as is reasonable in each pay period. Employees whose **names** appear thereon must personally sign for such work before midnight on that day, except that employees whose day's **work is** completed uptown, on their rest **days**, vacation, sick leave or leave of absence, may telephone the Operations **Office** between the **hours** of 2:00 p.m. and 5:00 p.m. to obtain their assignment for the following day.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.4.3 (continued)

Employees who are on duty ~~until~~ after midnight must sign before going home ~~after~~ the completion of their day's work.

9.4.4 ~~Off~~ days shall be assigned by Management. Where practical, off days shall be assigned as a consecutive pair. If a Coach Operator ~~transfers~~ to Spare Board during a Pick of ~~Runs~~, Spare Board regulations regarding off days shall apply. ~~Off~~ days will be posted at the beginning of a Pick of ~~Runs~~ for the duration of the pick for all Operators. In any event, no grievance shall be submitted in connection with the assigning of off days.

9.4.5 An employee failing to appear for his/her original assignment will be assigned to Spare Board, shall have the eight hour guarantee cancelled and shall be paid only for time worked.

9.4.6 a) The Commission will pay an \$8.00 meal allowance to a Spare Board Coach Operator when he/she while at work, is assigned to an emergency replacement run with less than one hour off duty before he/she commences the new work assignment. A one-half hour lunch period, clear of travelling time between starting and finishing locations, will be provided without pay.

- 9.4.6** b) Any Spare Board Coach Operator not on stand-in **called** out **before** 7:00 a.m. to cover a regular run for the day, **will** be paid an \$8.00 **meal allowance**.
- 9.4.7** Spread time for the purpose of this agreement **means** the **period** of time between the commencement of the first work performed after 4:00 a.m. **and the time** of the termination of the fast assignment in the 24 hour period. **Spare Board** Coach Operators will be paid at the **rate** of double time for all work **performed** after a spread time of 12 hours.
- 9.4.8** If an Operator on Spare Board **has** completed eight hours on an assigned crew, he/she **will** not be assigned overtime. **Overtime will** be assigned **to the Rotating Overtime List**. However, an **Operator** on Spare Board who is on stand-in or **who has** operated a piece of **work** of up to three hours duration, may still be assigned to a regular crew.
- 9.4.9** A Spare Board Coach Operator can **work** up to **a maximum** of **five and one-half** consecutive hours before being **allowed** a minimum meal period of one-half hour duration, except that when he/she is assigned to a regular assignment,

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.4.9 (continued)

he/she will take the scheduled meal period. The **meal** period **will** not be paid for.

9.4.10 Relief Inspectors may be assigned to cover for regular **Inspectors** under the following guidelines, without reference to Article 9.2.2 a) or b):

1. due to sudden **illness**;
2. due to unscheduled vacation or lieu day requests;
3. due to special work assignments.

9.5.0 CLERKS

9.5.1 Except **as** otherwise **agreed** upon between the Management and the **Union's** representative, eight consecutive hours of **service** exclusive of the meal period, shall constitute **a day's work**. **Time** worked in excess of regularly assigned hours on **any day** **shall** be paid for at overtime rates, **computed** to **the** next even 10 minute **period**.

9.5.2 The hours of **work** for the Clerks will be from 8:00 a.m. to **5:00 p.m.**, **Monday** to Friday, with **a** one hour lunch break, for a total of 40 working hours.

Management shall designate the hours of **shifts** after discussion with the bargaining committee.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.5.3** Overtime shall be covered on the basis of accumulated hours. The master Seniority List will be used in selecting the junior employee when it is necessary to have a Clerk work an overtime assignment when he/she does not wish to do so.
- 9.5.4** Clerks who work four hours or more overtime in addition to their day's work, will be paid an \$8.00 ~~meal~~ allowance.
- 9.5.5** A Clerk who, due to sudden illness or for other reasons, is unable to report for work at the ~~scheduled~~ time shall notify his/her supervisor 30 ~~minutes~~ in advance. If absent for two consecutive working days without notice being given, the employee ~~shall~~ be considered to have left the service of the Commission. Reinstatement shall be dependent upon a satisfactory explanation being given to the Manager of Transit.
- 9.5.6** Clerks will pick vacation according to seniority. Three weeks may be taken in prime time, which is from ~~the~~ end of June until Labour Day. **Any remaining** vacation may be taken within prime time provided it is available, otherwise the rest of the vacation must be taken outside of prime

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.5.6 (continued)

time. Only one Clerk may be on vacation at any given time.

9.5.7 Rest days shall be consecutive **as far as possible**, consistent with the establishment of **regular shifts**. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest days **are** assigned, it shall be incumbent on Management to show that such departure is necessary to meet operation requirements.

9.5.8 Clerks shall be entitled to two rest periods during an eight hour shift of **not more** than 15 minutes **duration** each. The time the rest periods are **taken** shall be at the discretion of the person in charge.

9.6.0 INSPECTORS

9.6.1 The "work week" for Inspectors shall consist of five days of eight hours each to give a total of **40 working** hours. Time **worked** in **excess** of regularly assigned hours on any day shall be paid for at overtime rates, computed to the next even 10 minute period.

Management will designate the hours of shifts.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.6.2 Inspectors rotating shift schedules **are** posted in the Operations office. Inspectors will sign for the shift of their choice in seniority order.

The Inspectors will be **allowed ten** working days excluding Saturdays, Sundays **and** Statutory **Holidays** to sign for **the** shift of their choice in **seniority** order. This time period may be **reduced** provided the employees are personally contacted **and** allowed adequate time to **make** their choice of shifts.

The Inspector on Shift #4 **may** be reassigned on **12 hours'** notice.

There will be a shift schedule pick for Inspectors every **two months**, excluding July and August.

9.6.3 Overtime is covered in accordance with the rotating roster for overtime work. The master **Seniority** List is used in **selecting** the junior employee when it is necessary to have an Inspector **work an** overtime assignment when he/she does not wish to do so.

9.6.4 Overtime rates shall be one and one-half **times** the straight time rates.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.6.5** An Inspector who reports for ~~work~~ on his/her ~~off~~ duty day will be paid a minimum, the equivalent of four hours pay at **straight** time rates, for the first and second call-in.
- 9.6.6** Inspectors called in for overtime, will be allowed a minimum of two hours of overtime **rates** for which two hours' service may be required'
- 9.6.7** An Inspector who, due to sudden illness or for other reasons, is unable to report for work at the scheduled ~~time~~ shall **notify** his/her supervisor 30 **minutes** in advance. If absent for two consecutive working days without notice being given, the employee shall be considered to have left ~~the~~ service of the Commission. Reinstatement shall be dependent upon a satisfactory explanation being given to the Manager of Transit.
- 9.6.8** Inspectors will pick vacation according to seniority. Three weeks may be taken in prime time, which is from the end of June ~~until~~ Labour **Day**. Any remaining vacation may be taken within prime time provided it is available, otherwise ~~the~~ rest of the vacation must be taken outside of prime time. Two Inspectors may be on vacation during prime **time**.
- 9.6.9** Rest days ~~shall~~ be consecutive **as far as** possible, consistent ~~with~~ the establishment of regular shifts. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive

ARTICLE 9

HOURS OF WORK AND OVER ——— REGULATIONS

9.6.9 (continued)

rest days are assigned, it shall be incumbent on Management to show that such departure is necessary to meet operation requirements.

9.6.10 Inspectors shall be entitled to two rest periods during an eight hour *shift* of not more than 15 minutes duration each. The time the rest periods are taken shall be at the discretion of the person in charge.

9.6.11 When the Commission requires an employee to obtain a driver's licence reclassification; or when the Ministry of Transportation, Ontario requires an employee to take a test and/or medical or renewal of his/her licence, the Commission will pay for the cost of the medical and any driver test. If it is necessary for the employee to take time off from work for this purpose, the time lost will be paid at straight time rates; or if it is necessary for the employee to take the above noted test and/or medical on his/her off duty hours, then he/she will receive two hours pay at straight time rates.

All tests for renewal of an Inspector's licence will be taken at the Transit Department. If an Inspector elects to take this test at the Ministry

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.6.11 (continued)

of Transportation, Ontario it will be at his/her **own** expense.

9.6.12 The following regulations shall apply to standby duty:

- a) *All* eligible employees shall take **their** turn on standby duty. **An** employee **shall** be exempt **from** standby duty only with the Supervisor of Operation's approval.

- b) Employees designated for standby duty shall be available for contact by Maintenance personnel on duty. **This** will be accomplished by standby employees informing Maintenance personnel of contact either **by** telephone, radio or pager.

- c) Employees on standby duty may exchange **their** duty with other **qualified** employees, provided they notify their supervisor and that the arrangement is satisfactory to all concerned.

- d) The tour of duty **will** be **assigned** in conjunction **with** the Inspectors' Shift #4.

Management will designate the hours of standby duty.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.7.0 GARAGE EMPLOYEES

9.7.1 ~~Except as otherwise agreed upon~~ between the Management and the Union's representative, eight consecutive hours of service exclusive of the meal period, shall constitute a day's work. ~~Time worked in excess of regularly assigned hours on any day shall be paid for at overtime rates, computed to the next even 10 minute period.~~

9.7.2 The work week for Garage employees shall consist of five days of eight hours each to give a total of 40 working hours. Time worked in excess of this will be paid for at overtime rates. A Lead Hand will be paid overtime at the Lead Hand rate. ~~An~~ employee working overtime does not automatically become the Lead Hand if he/she is the most senior employee on that shift.

9.7.3 Garage employees will be called in for overtime on the basis of accumulated hours, except that when an employee is to be called in early in the morning, the call-in will be assigned to the Garage employee starting at 7:00 a.m. Employees will be allowed a minimum of two hours of overtime rates for which two hours service may be required. If held in excess of two hours, compensation will be allowed on the

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.7.3 (continued)

minute basis at overtime rates, except in the case of unscheduled overtime which will be computed to **the** next even 10 minute period. However, employees may be compensated **as** if on continuous duty if **conditions justify**. This clause does not apply to employees stopped before leaving home. (See also Article 9.1.1)

9.7.4 Garage shift schedules will be posted for the various classifications. When a permanent change **occurs**, or if **an** employee is unable to work for a **period** of 30 days or more, a new schedule commencing at the end of a pay period will be posted for **that** classification, and **the** employees will be allowed ten calendar days excluding Saturdays, Sundays and Statutory Holidays to **sign** for the shift of their choice in **seniority** order. **This** time period may be reduced provided the employees are personally contacted and allowed **adequate** time to make their choice of **shifts**. The junior Serviceperson available may be reassigned on 24 hours' **notice**. **There will** be a shift schedule pick for Servicemen every **two months** excluding **July** and August.

9.7.5 Stockroom

1. The hours of work for **the** Stockkeeper **and** Storeperson will be from 8:00 a.m. to 5:00 p.m., Monday to Friday with a one hour lunch **break**, for a **total** of 40 working hours.

ARTICLE 9 HOURS OF WORK AND OVERTIME REGULATIONS

9.7.5 (continued)

2. Stockroom staff shall be entitled to two rest periods during **an** eight hour shift of not more **than** 15 minutes duration each. The time the rest periods are taken shall be at **the** discretion of the person in charge.
3. Management reserves **the** right to change or modify these **shifts** at its discretion after discussion **with the** bargaining committee.
4. Stockroom staff **will** be entitled to **a** training **rate** of 25¢ per hour for a total of 80 hours while training a **new** employee.

9.7.6 Employees shall not **be** required by the Commission to forfeit any part of their normal working hours in order to **work** an overtime period.

9.7.7 Rest days shall be consecutive **as far as** possible consistent with the establishment of regular shifts. Preference shall be given to Saturday and **Sunday and** then to Sunday and Monday. Where non-consecutive rest days are assigned, it shall be incumbent upon Management to show that such departure is **necessary** to meet operation requirements.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.7.8 The Commission will pay \$4.50 for the breakfast of **an** employee who is called in to work before 7:00 a.m. The **meal recess**, which shall not normally exceed one-half hour, **shall** be paid for.
- 9.7.9 Garage **employees** will be paid one and one-half times their straighttime rate for **scheduled work** on Sunday.
- 9.7.10 **Garage** employees who **work** four hours or more overtime in addition **to** their day's work, will be paid **an** \$8.00 **meal** allowance.
- 9.7.11 When the Commission requires **an** employee **to** obtain a driver's licence reclassification; or when the **Ministry** of Transportation, Ontario requires **an** employee to take a test and/or medical for renewal of his/her **licence**, the Commission will pay for the cost of the **medical and any** driver **test**. If it is necessary for the employee to **take time** off from work for **this** purpose, **the time** lost will be paid at straight **time rates**; or if it is **necessary** for the employee to take **the** above noted test and/or medical on his/her off **duty** hours, then he/she will receive two hours pay at straighttime **rates**.

All tests for renewal of **an** employee's driver's **licence** reclassification will be taken at the Transit Department. If a Garage employee elects to take this test **at** the Ministry of Transportation, Ontario it **will** be **at** his/her own expense.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

- 9.7.12** The Commission will allow a five minute period for wash-up prior to lunch and quitting time for Garage staff.
- 9.7.13** Garage staff shall be entitled to two rest periods during an eight hour shift of not more than 15 minutes duration each. The time the rest periods are taken shall be at the discretion of the person in charge.
- 9.7.14** Garage staff should have eight hours off between the finish of one shift and the start of the next shift. Any exception to this will be mutually agreed to between the parties involved.
- 9.7.15** The master seniority list will be used to select the junior available employee when it is necessary to have an employee's shift covered by overtime, when others do not wish to work the overtime or when other employees cannot be contacted to cover the minimum staffing levels on a shift.

9.8.0 SKILLED TRADES

PREAMBLE

1. The purpose of this article is to define classifications, seniority provisions and all other

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.0 (continued)

matters dealing with the Skilled Trades work classifications covered by this agreement.

2. The provisions of the general agreement shall apply to employees in the Skilled Trades classifications except as altered by the provisions of this article.
3. The Skilled ~~Trades~~ covered by ~~this~~ article constitute those trades for which a valid Province of Ontario Certificate pertaining to those ~~trades~~ must be held.

JOURNEYPERSON

Journeyman in any of the designated Skilled ~~Trades~~ shall mean any person who:

has served a bona fide apprenticeship (four years -- 8000 hours) and possesses proof of such an apprenticeship service. The onus is on ~~the~~ employee to provide verification of such hours served and be substantiated with a Province of Ontario trade certificate. This is a must.

GENERAL

Copies of documentation and papers for all new tradespersons will be presented to the Skilled Trades representative prior to the employee being hired.

9.8.0 (continued)

The Commission agrees to cooperate with its employees to enable them to **make** application for the issuance of **CAW** Journeyman qualification card.

The Commission agrees to deduct dues for the Canadian Region Skilled Trades Council from the Skilled Trades employees, upon receipt of their individual authorization cards signed by such employees at **time** of hire. First deduction **to** be made from the employees from the first **pay** received after completion of the probation period. **Future** deductions to be made in **January** of succeeding years.

Where the Commission acquires new equipment, the maintenance and operation which is to be done by **Skilled Trades** employees, the Commission wherever practicable will endeavour to assist the **Skilled Trades** employees with necessary **specifically** related training, provided that the **trades** involved have the qualifications **to** receive **this** training.

SKILLED TRADES CLASSIFICATIONS

- A) Lead Hand Mechanic
- B) Mechanic A, Diesel Endorsed
- C) Mechanic A
- D) Body Person

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.0 (continued)

All other articles in the Collective Agreement pertain to the Skilled ~~Trades~~ unless stated otherwise in ~~this~~ Collective Agreement.

9.8.1 Except as otherwise **agreed** upon between Management **and** the Union, eight hours of service exclusive of the meal period, shall constitute a **day's** work. **Time** worked in excess of regularly **assigned** hours on **any** day shall be paid for at overtime rates, computed to the next even 10 minute period.

9.8.2 The "work ~~week~~" for Skilled Trades employees shall consist of five days of eight hours each to give a total of 40 working hours. Time worked in excess of this will be paid for at overtime rates. A **Lead Hand** will be **paid** overtime at the Lead ~~Hand~~ rate.

9.8.3 ~~Skilled Trades~~ employees will be called in for overtime on the basis of accumulated hours, except that when an employee is **called** in early in the morning, the **call-in** will be assigned to the employee **starting** at 7:00 a.m. Employees ~~will~~ be allowed a minimum of two hours of overtime ~~rates~~ for which two hours service may be required. If held in excess of two hours, compensation will be allowed **on the minute basis** at overtime rates, except in the case of unscheduled overtime which ~~will~~

9.8.3 (continued)

be computed to the next even 10 minute period. However, employees may be compensated **as if** on continuous duty if conditions justify. This clause does not **apply** to employees stopped **before** leaving home, except when **an** employee is called prior to 8:00 a.m. (**See** also Article 9.1.1)

9.8.4 Garage **shift** schedules will be posted for the various Skilled Trades classifications. When a permanent change occurs, a **new** schedule commencing at the end of the pay period **will** be posted for that classification, and the employees **will** be allowed ten calendar days to sign for the shift of their choice in seniority order. **This** time period may be **reduced** provided the employees **are** personally **contacted** and allowed adequate **time** to **make** their choice of shifts. The junior person in that **classification** may be reassigned to cover a **shift** for emergency reasons, provided 24 hours notice is given.

9.8.5 Body Persons

1. The hours of work for the Body Persons will be

SI

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.5 (continued)

from 8:00 a.m. to 5:00 p.m., Monday to Friday with a one-hour lunch break, for a total of 40 working hours.

2. The Body Persons shall be entitled to two **rest** periods during an eight hour shift of not more than 15 minutes duration each. **The** time the rest periods **are** taken shall be at the discretion of the person in charge.

3. Management **reserves** the right to change or modify these **shifts** at its discretion after discussion with the bargaining committee.

9.8.6 Employees shall not be **required** by the Commission to forfeit **any** part of their normal working hours in order to work **an** overtime **period**.

9.8.7 Rest days shall be consecutive as far **as** possible consistent with the establishment of regular relief assignments. Preference **shall** be given to Saturday and Sunday and then to Sunday and Monday. Where non-consecutive rest days are assigned, it **shall** be incumbent upon Management to show **that** such departure is **necessary** to meet operation requirements.

9.8.8 The Commission will pay \$4.50 for the breakfast of an

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.8 (continued)

employee who is called in to work before 7:00 am. The meal recess, which shall not normally exceed one-half hour, shall be paid for.

9.8.9 Skilled Trades employees will be paid one and one-half times their straight time rate for scheduled time on Sunday.

9.8.10 Skilled Trades employees who work four hours or more overtime in addition to their day's work will be paid an \$8.00 meal allowance.

9.8.11 Management will endeavour to allow Skilled Trades employees to start their shift (evening) early on Christmas Eve and New Year's Eve where operating schedules permit.

9.8.12 When a Skilled Trades employee is forced to work on a Holiday, all names above that employee's name on the holiday list will move to the bottom of the holiday list prior to the next holiday pick

9.8.13 The Commission will allow a five minute period for wash-up prior to lunch and quitting time.

ARTICLE 9

HOURS OF WORK AND OVERTIME REGULATIONS

9.8.14 Skilled Trades shall be entitled to two rest periods during an eight hour shift of not more than 15 minutes duration each. The time the rest periods **are** taken **shall** be at the discretion of the person in charge.

ARTICLE 10

VACATION

10.1.0 Vacation will **be** picked by **January 1**. All Maintenance employees will pick their vacation **by March 1**.

10.1.1 Employees with less than one year of service will be entitled to one day of vacation per month of service up to **and** including 10 months in **according** with 10.1.4

Regular employees after one year of continuous service in accordance with 10.1.6 shall be entitled to annual vacation of 10 days. **Thereafter**, their annual vacation entitlement shall increase **as** follows, in the calendar year in which they complete:

3 years service, to 15 days

9 years service, to 20 **days**

16 years service, to 25 days

24 years service, to 30 days

All vacation shall be taken in the calendar year of entitlement except where **an** employee with **unused** vacation entitlement is absent from **work** at **the** end of

ARTICLE 10

VACATION

10.1.1 (continued)

the year because of disability and is in receipt of Sick Leave pay or Workers' Compensation Board temporary total disability benefits. An employee on Sick Leave has the option of substituting vacation pay for Sick Leave pay in order to use up the vacation entitlement in the appropriate calendar year and thereby saving the Sick Leave credits.

Except in special circumstances and with the Transit Manager's approval, vacation entitlement exceeding three weeks shall not be taken consecutively with the first three weeks. It shall be taken at a time most suitable to the Commission's operations.

10.1.2 Employees shall not split up their vacation into periods of less than one full week, except that the following classifications may take one week of vacation as individual days at times approved by the respective Supervisor: Skilled Trades employees, Stockkeeper, Storeperson, Serviceperson/ Tireperson, Servicepersons, Cleaners, Inspectors, Clerks and Transit Secretary. A Relief Inspector may be assigned to cover the single days' vacation of the Clerks.

ARTICLE 10 VACATION

10.1.2 (continued)

When a paid holiday or holidays fall in an employee's scheduled week of vacation, **only** the number of days taken off in addition to the holiday(s) ~~shall~~ be charged against the employee's vacation credits. When **an** employee takes a week of vacation which includes a paid holiday or holidays, the unused day(s) of vacation may be taken **as** single day(s) and deferred to a date not later than one **year** from ~~the~~ occurrence.

10.1.3 Hourly rated employees will be Compensated on the basis of eight hours for their job classifications, except for employees who have been assigned to higher paid occupations for more ~~than~~ 86 working days during the vacation accrual period. Vacation pay for these employees will be prorated accordingly.

10.1.4 A ~~week~~ of vacation shall consist of not more than **five** regular working days, along with any normal off ~~duty~~ days. Employee & on shift work in the Garage will have their vacation scheduled to commence at the beginning of the pay period.

10.1.5 Vacation accrual periods shall be from **January 1** to **December 31**. Employees taken on the ~~staff~~ between these dates will be entitled to **a** vacation in accordance with 10.1.1 at the starting date of the next accrual period. For each day of vacation entitlement, employees

ARTICLE 10 VACATION

10.1.5 (continued)

leaving ~~the staff~~ will be allowed 4% of their total wages ~~earned from~~ the completion date of the last accrual period to the time of leaving.

10.1.6 Employees will pick vacation according to seniority. ~~Three weeks~~ may be taken in prime time, which is ~~from~~ the end of June until Labour Day. Any ~~remaining~~ vacation may be taken within prime time provided it is available, otherwise ~~the~~ rest of the vacation must be taken outside of prime time.

ARTICLE 11 HOLIDAYS

11.1.1 The following days shall be recognized as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Employee's Birthday

The employee's birthday holiday may be used as a floater. To be entitled to the birthday holiday, an employee must be a Commission employee for at least six months prior to his/her birthday.

11.1.1 (continued)

In addition, employees will be allowed two floating holidays per year, to be taken at a time approved by Management.

To be entitled to the first floating holiday, a probationary employee or ~~an employee~~ leaving the employment of ~~the~~ Commission must be ~~a~~ Commission employee on Easter Monday; and to be entitled to the second floating holiday, the probationary employee or an employee leaving the employment of the Commission, must ~~be~~ a Commission employee on Remembrance Day. Where practicable, the floating holidays may be taken during the ~~Easter~~ or ~~Christmas~~ school vacation, or consecutive ~~with~~ an employee's annual vacation or other off-duty days.

If and when the ~~Federal~~ Government declares Heritage Day ~~as~~ a Statutory Holiday, this day will be ~~granted as~~ a paid holiday.

11.1.2 To qualify for payment for ~~the~~ holidays listed in 11.1.1, employees must have worked their last scheduled work day prior to ~~the~~ holiday and their first scheduled work day ~~after~~ the holiday.

Employees who are absent from work on either or both of these days, but are in receipt of basic wages from the Commission, ~~and~~ employees who are absent from work on either, but not both of these days ~~and are~~ in receipt of

ARTICLE 11

HOLIDAYS

11.1.2 (continued)

Workers' Compensation Board benefits for that day, shall be entitled to the holiday pay.

Employees who are not in receipt of wages and are absent from work on either or both of these days due to circumstances considered by Management to be beyond their control, shall be entitled to the holiday pay.

11.1.3 Hourly rated employees will be compensated on the basis of eight hours for each holiday listed in 11.1.1 at the *straight time* rates for their job classification. Higher rates for temporary assignments and/or shift differentials will not apply.

11.1.4 Employees may be permitted to have a qualified replacement work for them either their working day before or their working day after the holiday, in order that they may have an extended period off, provided a change slip is received 24 hours in advance.

11.1.5 Employees required to work on the above named holidays will be paid at one and one-half times the *straight time* rate for all time worked. A minimum of four hours pay at *straight time* rates shall apply.

ARTICLE 11

HOLIDAY

- 11.1.6 ~~Necessary~~ service on holidays will be ~~staffed~~ in accordance with a rotating list. Each name ~~will~~ revert to the bottom of the list after the employee indicates that
- he/she does not wish to work; or
 - after receiving a minimum of four hours ~~work~~.
- Employees eligible for holiday duty include ~~those~~ on assigned rest days.
- 11.1.7 In the event no employee signs for work on a holiday, such ~~work~~ must be protected by junior employees in the various classifications required, commencing at the bottom of the master Seniority List.
- 11.1.8 ~~An~~ employee scheduled to work a holiday for which he/she would be entitled to receive holiday pay under 11.1.1 and 11.1.2 shall not be ~~allowed~~ such pay if he/she fails to report for duty on such holiday without proper authorization.
- 11.1.9 Work performed on ~~an~~ assignment commencing at any time ~~after~~ Midnight on the holidays specified above, shall be considered as ~~work~~ performed on a holiday.

ARTICLE 12

ABSENCE FROM DUTY

12.1.0 BEREAVEMENT

- 12.1.1 When death occurs in ~~an~~ employee's immediate family as

12.1.1 (continued)

defined below, the **employee** on request, will be excused for **three** normally scheduled **working** days of **his/her** choice **at** the time **of the** funeral, provided the employee attends the funeral.

The immediate family for the purpose of this paragraph is defined **as** including:

Husband, **Wife**, Children, Step-children, **Parents**, **Step-parents**, Father-in-law, Mother-in-law, **Brother**, Sister, **Step-brother**, Step-sister, Half-brother, Half-sister.

12.1.2 If due to distance the employee is unable to attend the funeral of:

Parents, **Children**, Sister or Brother,
the employee shall be allowed off **work** the day of the funeral without loss of pay.

12.1.3 In the event of the death **of**:

Grandmother, Grandfather, Grandchild,
Sister-in-law or Brother-in-law,
of **an** employee **on** the permanent staff, the employee shall be allowed one day off work **without** loss of pay to attend the funeral,

ARTICLE 12

ABSENCE FROM DUTY

12.1.4 Upon request, an employee **will** be granted one day personal time off to act as a pallbearer at the funeral of an employee or a **retired** employee of Oshawa **Transit**.

12.2.0 COURT APPEARANCES

12.2.1 a) Employees who lose time by reason of being required to attend Court, Coroner's inquest or to appear as witnesses, in cases in which the Commission is involved, **will** be paid for time so lost. If no time is lost, they will be paid for the actual time held with a minimum two hours. Necessary actual expenses while away from the Commission's premises **will** be allowed. Any fee or mileage accruing shall be assigned to the Commission.

b) Employees who lose time by reason of being required to attend Court, Coroner's inquest, or to appear as witnesses, in cases in which the Commission is not involved, but in which the employee's involvement arises out of the performance of his/her job, will be paid for time so lost. Any fees accruing for the time paid for by the Commission **shall** be assigned to the Commission.

12.3.0 JURY DUTY

12.3.1 If an employee has to report for jury duty when he/she would normally be working, the Commission **will** make up the difference between the daily jury fee paid by the

12.3.1 (continued)

Court and the amount the employee would have **normally earned**, up to a maximum of eight hours pay per day, exclusive of shift premium or overtime.

When **dismissed** early from jury duty, employees must report back to work. Employees called for jury duty must notify their Supervisor of the call **as soon as** possible and must furnish satisfactory evidence that **he/she performed** jury duty.

12.4.0 MATERNITY LEAVE/PARENTAL LEAVE

12.4.1 The Commission agrees to comply with the minimum requirements of the Employment Standards Act relative to maternity and parental leave.

An employee may **begin** pregnancy leave no earlier than **17 weeks before** the expected birth date.

The employee must give the employer:

- a)** at least two weeks' written notice of the date the leave is to begin; **and**

ARTICLE 12

ABSENCE FROM DUTY

12.4.1 (continued)

b) a certificate from a legally qualified medical practitioner stating the expected birth date.

The pregnancy leave of an employee who is entitled to take parental leave ends 17 weeks after the pregnancy leave began.

The employee must give the employer at least four weeks' written notice of that day.

12.4.2 Parental leave may begin no more than 35 weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

The employee must give the employer at least two weeks' written notice of the date the leave is to begin.

Parental leave ends 18 weeks after it began or on an earlier day if the employee gives the employer at least four weeks' written notice of that day.

12.4.3 During pregnancy leave or parental leave, an employee

12.4.3 (continued)

continues to participate in each type of benefit plan that is related to his/her employment, unless he/she elects in writing not to do so,

12.4.4 Seniority continues to accrue during pregnancy leave or parental leave.

12.5.0 LICENCE SUSPENSION

12.5.1 Upon written request by an employee who requires a valid driver's licence in the **performance** of his/her job, having five or more **years of continuous service at the time of such request**, the Commission agrees to grant a leave of absence for up to one year without break in **seniority** or loss of job classification when the employee's driver's licence has been suspended, provided no such prior leave has been granted during his/her employment with the Commission.

12.5.2 Where an employee is granted a Leave of Absence in accordance with 12.5.1 above, such leave **shall** be without payment of wages and benefits provided by the Collective Agreement.

12.6.0 UNION EDUCATION

- 12.6.1** A Leave of Absence without pay for Union Education purposes will be **granted** to two employees for **a** maximum of four **weeks** each. **The** notice of such Leave of Absence must be in the form of writing at least two weeks prior to **the requested** leave.
- 12.6.2** The Commission shall contribute on the basis of **3¢/hour** per employee, for **a normal work week**, on a quarterly basis towards Union Education **Leave**.

12.7.0 PUBLIC OFFICE LEAVE

- 12.7.1** The Commission **will allow** an employee, at **any** given time, **a** Leave of Absence to hold public office without payment of **wages** or benefits. The employee **will** not lose seniority, continue to accrue **service** and when the Leave is over, be **reinstated** to **his/her** former job **at the** current **rate** of pay, provided he/she is able to do the job. The employee must pay the full cost of his/her pension **premiums** at the end of each calendar **year**.

12.8.0 GENERAL

- 12.8.1** Where **an** employee is granted time off for personal

ARTICLE 12

ABSENCE FROM DUTY

12.8.1 (continued)

reasons other ~~than~~ bereavement (as in 12.1.1, 2 and 3), **sickness** or vacation, and where his/her position must be filled during his/her absence, the employee is expected to **arrange** for a qualified replacement who will not be paid **more than** the absent employee. In **an** emergency situation ~~where time does~~ not permit the employee to arrange for a qualified replacement, Management **shall** assume the responsibility for finding a replacement.

12.8.2 Up to two employees shall be **allowed** time off without pay to attend the Cenotaph Service on Remembrance Day.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1.0 The Commission agrees to the following **Sick Leave Plan**:

13.1.1 a) Sick leave credits will accumulate at the rate of one and one-half days per month.

b) **Sick** leave credits to date will be calculated ~~from~~ length of service with the Commission at

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1.1 b) (continued)

the rate of one and one-half days per month. **All** days absent due to sickness will be deducted from this total.

c) Hourly rated employees will be compensated on the basis of eight hours for each day of sick leave taken, at the straighttime rates for **their** job classifications.

Higher rates for temporary assignments and/or shift differentials **will** not apply.

d) On termination of employment due to retirement, death, resignation or permanent layoff, after five years of service, **an** employee on the regular staff prior to August 1, 1979, or his/her estate will receive 50% of the unused sick leave credits calculated at the wage rate in effect at the time up to a maximum of six month's pay, less past **service** payment for the pension plan in accordance with Article 17.1.2, where the employee elects to **make** past service payment from his/her sick leave vesting.

e) Sick leave pay is for bona fide employee disability because of illness or non-occupational injury, except that, where **an** employee obtains approval in advance from Management, and schedules appointments to keep the **time away** from work to a minimum, time lost for

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1. 1 d) (continued)

treatment or ~~tests~~ prescribed by a doctor, and ~~time lost~~ for routine dental or ~~medical appointments~~ will be paid for from the employee's sick leave credits. Management may request a doctor's certificate at any time to be completed by the doctor for any time an employee is off on sick leave.

- 13.1.2 a) While an employee is receiving Workers' Compensation, the Commission will augment Compensation payments from the employee's sick leave credits up to a maximum of 10% of the employee's basic wage rate at the time the employee goes on Compensation, but in no case shall the combined payments exceed the employee's basic wage with income tax deducted, less the equivalent of \$7.50 per week. Such payments by the Commission shall not be applicable in conjunction with Compensation payments in the case of the death of the employee, permanent disability payments or lump sum settlements; or in the event the employee returns to work in any capacity with the Commission or elsewhere. In order to qualify for the Commission's payments, it is the employee's responsibility to keep the

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1.2 a) (continued)

Commission informed of the nature of the Compensation payments and **any** changes therein.

The Workers' Compensation Board supplement **will** be eliminated when the employee is already receiving 100% of his/her net pay **from** the Board.

b) In order to compensate for the delay in payments to employees from the Workers' Compensation Board, employees applying to the **Board** for benefits **will** be eligible for weekly pay advances, to **a** maximum of **six weeks** of advances, beginning with **the first full week** of time **missed**.

The following stipulations will apply to advances given:

1. The employee **must** have sick leave credits to cover the advance.
2. Advances will be processed on a **weekly** basis and will not exceed eligible WCB benefits.
3. The employee **must** sign **a** waiver indicating that repayment of the advances will begin immediately upon receipt of WCB benefits.
4. If the WCB claim is not approved, sick leave credits

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.1.2 b) (continued)

will be charged against the advances until they are repaid in full.

13.1.3 It is understood and agreed that additional benefits **granted** by the **Commission** in settlement of negotiations for renewal of the current Agreement satisfied the rebate requirements outlined in the Unemployment Insurance Act, 1971, Section 64(4) and the Ontario Hospital Insurance Commission Act.

13.2.0 HEALTH BENEFITS

13.2.1 The Commission will pay 100% of medical and hospital premiums for the following:

- Green Shield \$10/20 Deductible Extended Health Service Plan "OU", with a rider to pay the full cost of Employee Assistance Plan Referrals for Counselling which are not covered by other plans in this Agreement, with the stipulation that these services are provided within Canada.
- Green Shield Semi-Private Hospital Accommodation Plan.
- Ontario Health Insurance Plan.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.2.1 (continued)

- Extended health benefits to cover dependant children of **any** age who are physically or mentally challenged.

The Commission to cover the difference between OHIP **daily** allowance for **a** nursing home **and** the semi-private rate for active employees and **their** families. Only nursing homes and homes for the aged which are approved by **the** Ministry of Community **and** Social Services will be covered.

13.2.2 The Commission will **pay 100%** of the premium for the Green **Shield** Basic Dental **Care Plan 14 and** Orthodontic **\$1500.00** "Limit in the lifetime of **each** individual" and **Crown and** Bridge work to a maximum of **\$1,000.00** at the current **Ontario** Dental Association Schedule of **Fees**, effective **the** first of the month following signing of the agreement.

13.2.3 The Commission will provide **a** Vision **Care Plan** consistent with the rules **and** regulations of **the** carrier, which **shall** provide for the reimbursement of up to **a maximum** of \$200.00 per family member over a **two** year period, on the purchase of **prescription** glasses by an employee and insured family member.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

- 13.2.4** a) The Commission will provide and pay for Ontario Health Insurance and supplementary health insurance coverage for their retired employees and/or their surviving spouses in accordance with *the* Commission's By-law, No. 39.
- b)** The Commission will provide the same medical benefits for *the* survivors of deceased employees, according to Commission policy.
- 13.2.5** The Commission will provide Green Shield Hearing Aid Plan (Audio Plan H-1) to cover the cost of a hearing aid per family member, over a three year period.
- 13.2.6** The Commission will provide Green Shield Out-of-Province coverage.
- 13.2.7** The Commission will provide Green Shield coverage for students up to the age of 25.
- 13.2.8** The commission will provide Medex Deluxe package.
- 13.2.9** Management will cover the cost of doctors' notes required by the Commission, to a maximum of \$15.00.

ARTICLE 13

HEALTH AND WELFARE BENEFITS

13.3.0 GROUP LIFE INSURANCE

13.3.1 The Commission will pay the full premium of the group life insurance policy for regular and probationary employees who are in receipt of basic wages from the Commission, and will continue to pay said premiums for an employee based on Mer former rate of earnings in the event:

- a) the employee is absent due to disability resulting from illness or injury, until the disability waiver of premiums clause of the group life insurance policy takes effect.
- b) the employee suffers a layoff because of reduction in work volume. Such payment of premiums will continue for one year provided the employee does not claim Sick Leave Vesting or refund of pension contributions during that period. Coverage may be extended beyond one year at the discretion of the Commission.
- c) the employee enters active military service in the Canadian Armed Forces when Canada is at war, provided the employee does not claim Sick Leave Vesting or refund of pension contributions.

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS ,ETC.

- 14.1.1** Seniority shall commence from the time and date that an employee begins work for the Commission in accordance with clauses 14.1.11, and 14.1.12. below.
- 14.1.2** Seniority lists will be kept posted on the main bulletin board at the Transit Department.
- 14.1.3** Seniority shall always be given utmost consideration in making promotions, demotions and transfers, and when skill and ability are equal, seniority will prevail.

Unless seniority is to be followed, the Manager of Transit shall personally interview each applicant for the position. If requested by the employee, notification of the reasons why an employee fails to receive an appointment shall be given in writing by the Manager of Transit.

- 14.1.4** The principle governing layoffs is the last employee hired is the first employee laid off. The employee declared surplus can bump a less senior employee provided the employee has the job skills and can perform the job duties to the satisfaction of Management.

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.5 When an employee transfers to a new classification, his/her seniority shall include:

a) total service in all classifications listed in Schedule "A" except Skilled Trades, for promotions **and** choice of shifts and/or pick of assignments.

b) total service within the Bargaining Unit for choice of vacation date..

c) total service within the **Bargaining** Unit in accordance with 14.1.11 shall apply in the following cases:

- application for job openings in other classifications.
- layoff, subject to the following:

Full seniority shall apply only **after the employee has** completed the trade progression, or after completion of one year's service in a classification where no progression exists. If the employee **becomes** subject to layoff before ~~these~~ time periods have elapsed, he/she may return to his/her previous classification and there exercise full seniority.

14.1.6 **An** employee temporarily laid off due to a reduction in the work volume shall retain the seniority with which

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.6 (continued)

he/she left the Commission, provided that the period of layoff is less than five years, and provided that the person is available for work within 10 days of a registered letter being sent to his/her last known address. To qualify for rehiring, a person shall be fit to carry out the work, and if considered advisable by the Commission, may be required to take a medical examination. A person who is not available for work within 10 days or who is rehired after more than five years, shall start work with no seniority.

14.1.7 Where an employee is granted a Leave of Absence for reasons other than sickness, his/her seniority shall include the first year of his/her absence, but shall not include any additional period during which he/she is not being paid by the Commission, except where 5.1.8 and 12.7.1 apply.

14.1.8 a) An employee who is hired on a temporary basis shall be classed as a temporary employee. The length of employment for all temporary employees, except as it applies to 14.1.8 b) and c), shall not exceed six months.

11

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS, ETC.

- 14.1.8 b) **An** employee who is hired on a **temporary basis** to replace an employee during maternity/parental leave shall not exceed nine months in **terms** of length of employment.
- c) An employee who is hired on a temporary **basis** to replace **an** employee on Leave of Absence in **accordance** with 12.5.1, shall not exceed **12** months in **terms** of length of employment.
- d) If mutually agreed by the **Commission** and the Union, any period of temporary employment may be extended by a further period of up to **six months**. Seniority rights shall not apply during temporary employment, but should the employee be taken on permanent staff, his/her seniority shall date back to **the** first day of continuous service with the Commission.
- e) All temporary employees **whose** employment is extended beyond **six** months, shall be eligible to receive the appropriate employment benefits **as** provided by the Commission.
- 14.1.9 **A** person other than a Commission employee, or a temporary employee of the Commission, appointed to a vacancy on the regular staff shall be classed **as** a probationary employee. Such **an** employee may undergo a six month period of probation **while** his/her qualifications are determined. During this period, he/she

PROMOTIONS, ETC.**14.1.9** (continued)

shall be paid ~~the~~ wage rate applicable to the classification in which he/she is placed. If at any time during ~~this~~ period the employee is found to be unsatisfactory, his/her employment shall be terminated.

If considered satisfactory by Management, the employee ~~shall~~ be placed on permanent staff at the end of the ~~six month~~ period. However, a person who ~~has~~ worked a full six months ~~as~~ a temporary employee in the ~~same~~ classification as that to which he/she ~~has~~ been appointed will be considered ~~as~~ being on the regular staff.

Seniority rights shall not apply during this six month period, but should the employee be taken on to the permanent staff, his/her seniority shall date from the first day of continuous service with the Commission.

14.1.10A new employee in training for a Coach Operator position shall be in training for a **maximum** period of 130 hours, for which he/she will be paid at a rate **equal** to one-half the probationary Coach Operator's rate.

After his/her period of training is completed to the satisfaction of the Manager of Transit, he/she shall be taken on the Commission's staff **as** a

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.10 (continued)

temporary or probationary employee **and** shall be treated in accordance with clause 14.1.8 or 16.1.1 respectively, except that on being taken on the permanent **staff**, his/her seniority shall date from the first day of his/her training period.

A permanent employee transferring to a Coach Operator position will be trained at his/her current rate, except that the training rate will not exceed the Coach Operator's rate.

14.1.11 A new employee in **training** for a Maintenance

Department position shall be in training for a **maximum** period of 80 hours, for which he/she will be paid at a rate **equal** to the rate of the position **for** which the employee **has** been hired. After the training is completed to the satisfaction of the Manager of Transit, the employee shall be taken on the Commission's staff as a temporary or probationary employee **and** shall be treated in accordance with clause 14.1.8 or 16.1.1 respectively, except that on **being** taken on the permanent staff, his/her seniority **shall** date from the first day of the training period. A permanent employee transferring to the Maintenance Department **will** be trained at his/her current rate, except that the training rate will not exceed the base rate in the job classification the employee is being trained.

14.1.12 New employees coming on the **staff** after January 1,

ARTICLE 14

SENIORITY RIGHTS, PROMOTIONS, ETC.

14.1.12 (continued)

1966, ~~will~~ not **gain** seniority within the Union unless they **are in** a classification listed in Schedule "A". After this date, when **an** employee **transfers** to a classification not listed in Schedule "A", his/her seniority within the Union shall include only the first **year** spent in the new classification. This seniority ~~will~~ be retained while in the Commission's **employ**.

ARTICLE 15

JOB POSTINGS

15.1.1 Notice of job openings in **any** of the classifications in Schedule "A" and temporary **job** openings of at least six months duration shall **be** posted **on all** bulletin boards advising of such vacancies and **the** wage rate applicable to the job. The **notice** shall be posted for a period of not less **than** seven calendar days.

Employees on the staff at the **time** of such notice **are** to have preference in filling the vacancy. The Commission shall post on the bulletin boards **the** names of the successful applicants.

Management will endeavour to **fill** the position within 30 days of the notice of the award.

ARTICLE 15

JOB POSTINGS

15.1.1 (continued)

The Commission will allow a maximum of two qualified Servicepersons, during the summer period for a minimum of ~~three~~ months, the opportunity to be Coach Operators. Total service in all classifications listed in Schedule "A" will apply for pick ~~of~~ assignments and for choice of vacation.

15.1.2 A regular employee who is awarded a job **vacancy** within the Commission shall have a **trial** period of 30 calendar days in the new position. At **any** time during the trial period, ~~if~~ the regular employee proves unsatisfactory or the employee finds himself/herself unable to perform the duties of ~~his/her new~~ position, he/she shall be returned to his/her former position. **Any** other employee promoted or transferred because of the rearrangement of positions shall also be **returned** to his/her former position. In the event the former position no longer exists, the return shall be dealt ~~with~~ under Article 14.1.5.

ARTICLE 16

INCAPACITATED EMPLOYEES

16.1.1 An employee **who cannot** perform his/her **regular** duties because of age, accident or medical reasons, shall be given a position, provided such **a** vacancy exists **and** that he/she is capable of **fulfilling** it, and shall receive the wage rate applicable to his/her new position.

ARTICLE 16 INCAPACITATED EMPLOYEES

16.1.2 Seniority to reflect seniority bumping rights for physically or mentally challenged employees in any classification.

ARTICLE 17 PENSIONS

17.1.1 Regular and probationary employees shall be covered by the Ontario Municipal Employees Retirement System (OMERS) basic pension which provides:

a) Final Average Earnings (FAE) pensions to age 65 of 2% of the average of their best five years' earnings, times years of service, to a maximum of 35 years, integrated with Canada Pension Plan and the Municipal Hydro-Electric Pension Plan prior to 1966, where applicable.

b) Optional Unreduced Early Retirement, up to 10 years before age 65, for members whose combined age and service total 90 (90 Factor).

Regular and probationary employees who were on staff and entitled to OMERS Type 3 benefits on December 31, 1982 will continue to have the additional alternative of Type 3 supplementary pension benefits which provide optional unreduced early retirement, up to 10 years

ARTICLE 17

PENSIONS

17.1.1 b) (continued)

before age 65, **for** employees **who** have 30 or ~~more~~ years' service.

This clause provides **a** general description of pension benefit available to employees covered by the **Agreement**. Individual retirement benefits will be in accordance with OMERS Act **and** Regulations.

17.1.2 The Commission **will** purchase past **service** benefits for all **employees on the staff** on January 1, 1969, who had service with the Commission prior to that date. Employees receiving past service benefits **who** were covered by the Confederation **Life** Association Group #45 Pension Plan will contribute towards the cost of these benefits by paying to the Commission **an** amount equal to the premiums paid **to** the Pension **Plan** during the period from January 1, 1952 to December 31, 1965, inclusive. Until **this** amount is **paid** to the Commission it will be subject to 5% interest compounded annually, with effect from January 1, 1969. Employees may at their own option discharge **this debt** in either of the following ways:

a) at any time prior to separation **or** retirement, by making a cash payment to the Commission **of** the full amount of the debt plus accrued interest to the time of **84** payment, or

ARTICLE 17

PENSIONS

17.1.2 (continued)

b) at the time the employee becomes eligible for the payment of Sick Leave **vesting**, by accepting a **reduction** in the amount of Sick Leave vesting **equal** to the amount **of** the debt plus **accrued** interest **to** that time.

An employee selecting this method of payment shall be liable **for** the debt only **up to the full** amount of the **Sick** Leave vesting for which he/she is eligible.

ARTICLE 18

MEDICAL EXAMINATION

18.1.1: Prior to being placed on the permanent staff, each prospective employee shall be **examined** by a doctor designated and paid for by the **Commission**. The Commission will provide the names of **three qualified** practitioners. Employees on the permanent **staff** shall undergo examinations on the same basis, **as** considered necessary **by** the Commission.

18.1.2 All the clinics listed on the next page are under contract from WCB to take patients within three to five **days** of **referral**. Any initial assessments are covered by WCB. Any **assessment** requested **by** the Commission would be subject to a \$20.00

ARTICLE 18

MEDICAL EXAMINATION

18.1.2 (continued)

deductible under our extended **health plan**. *All* the clinics meet **WCB** requirements for diagnosis and treatment of **injured workers**.

East

Early Treatment Centre East Oshawa

1415 Highway 2

Oshawa **723-9675**

- **Initial** assessment **fee** \$50.00

West

Early Treatment Centre (PHS Oshawa)

210 - 1614 Dundas St. East

Whitby **725-5055**

Associated with the above clinic.

Whitby

Whitby **Injury Recovery** Clinic

220 Dundas St. West

Whitby **668-0414**

- **Initial** assessment **fee** \$50.00

North

Oshawa **Injury Recovery** Clinic

1400 Ritson Rd. North

Oshawa **432-9100**

Associated with the above clinic.

18.1.2 (continued)**Ajax**

Ajax/Pickering Physiotherapy Clinic

375 Finley Ave.

Ajax 683-9595

- Initial assessment \$25.00 and up.

ARTICLE 19**CLOTHING AND TOOLS**

19.1.1 The **Commission** will supply the following items for the employees indicated:

- a) Two stores **socks** to employees in the Stockkeeper and Storeperson classifications. These items ~~will~~ be replaced as necessary.
- b) Skilled Tradespersons, Servicepersons, Serviceperson/Tireperson, **and** Cleaners, two changes of coveralls per week.
- c) Work gloves for all employees whose **work** necessitates their use.
- d) Skilled Tradespersons will provide their own tools to the extent normally expected of their trade and they will be given a tool maintenance allowance of \$450.00 per year.

ARTICLE 19

CLOTHING AND TOOLS

19.1.1 (continued)

e) The Commission will provide **insurance** coverage for Skilled Tradespersons' tools up to a maximum of \$7,000.00 with a \$500.00 deductible.

Skilled Tradespersons must provide a complete list of tools in order to be eligible for **this** insurance coverage.

f) Tools required to carry out the work performed by other classifications. Tools **issued** to the employee will be the responsibility of the employee **receiving** same and where loss or malicious damage occurs, they **shall** be replaced by the employee at his/her own expense.

In order to receive a replacement, the employee must return the worn out or broken article. Any employee leaving the service of the Commission or changing his/her classification must **turn** in all tools or equipment issued to him/her.

g) Skilled Tradespersons, Serviceperson/Tireperson, Servicepersons, Cleaners, **Stockkeeper** and Storeperson - three shirts and **three** pair of **pants** every year.

h) Each regular employee on the Garage staff will be provided with the following: ·

1 Parka (replaced every two years or when considered necessary by Management.) ·

19.1.1 h) (continued)

(1 Vest may be selected in lieu of ~~Parca.~~)
1 Spring Jacket (replaced when considered necessary by Management).

19.2.1 Oshawa Transit will provide heavy duty safety footwear of a type that meets CSA Standards to a maximum value of \$130.00, to the employees listed in the classifications below for the period March 1, 1995 to February 29, 1996:

- Skilled Tradespersons
- Serviceperson/Tireperson
- Servicepersons
- Cleaners
- Stockkeeper
- Storeperson
- Maintenance Clerk
- Clerks
- Inspectors
- Transit Secretary

19.3.1 ~~Uniforms~~ will be supplied by the Commission as follows:

To Inspectors

1 Tunic, every two years (initial issue - 2 tunics)
3 Pair Trousers, every two years
6 Shirts, every two years

ARTICLE 19

CLOTHING AND TOOLS

19.3.1 (continued)

- 4 Ties, every two years
- 1 Pullover Sweater, every two **years**
- 1 Vest (replaced when considered **necessary** by Management)
- 2 Caps, every two years
- 1 Top Coat (replaced when considered necessary by Management)
- 1 Winter Coat (replaced when considered necessary by Management)
- 1 Winter Hat (replaced when considered necessary by Management).

To Coach Operators

a) Male

- 1 Tunic, every two years (initial issue - **2** tunics)
- 3 **Pair** Trousers, every two years
(1 Pair of shorts may be selected in lieu of 1 pair of trousers, if requested. Initial issue - 1 pair **of** shorts, if **requested**. Two pair of socks will be provided if shorts **are** selected.)
- 6 Shirts, every two years
- 4 Ties, every two years
- 1 Pullover Sweater, every two years
- 1 Cap, every **two** years if requested by the employee
- 1 Top Coat (replaced when considered necessary **by** Management)
- 1 Winter Coat (replaced when considered necessary **by** Management)
- 1 Summer Jacket (replaced when considered necessary

19.3.1 (continued)

by Management).

b) Female

1 Tunic, every two **years** (initial issue - 2 tunics)

3 ~~Pair~~ Trousers, every two years (2 Culottes
may be selected in lieu of 1 pair of trousers.
Initial issue - 2 culottes.)

6 Blouses, every two years

4 Ties, every two years

1 Pullover Sweater, every two years

1 Cap, every two years if **requested** by employee

1 Top Coat (replaced when considered necessary
by Management)

1 ~~Winter~~ **Coat** (replaced when considered
necessary by Management)

1 Summer Jacket (replaced when considered
necessary by Management).

The time limits specified are approximate.
Seasonal **item** will be **issued** at the appropriate
time.

19.4.1 The current issue of clothing supplied by ~~the~~
Commission is to be worn only on duty or while
going to or from **work**. The current issue of
clothing shall be turned in if requested by the
Commission, when the employee's work no
longer requires that type of clothing or when the
employee leaves the service of the Commission.

ARTICLE 19 CLOTHING AND TOOLS

19.5.1 Coach Operators and **Inspectors** will be paid a dry cleaning allowance of \$130.00 per year.

ARTICLE 20 HEALTH AND SAFETY

20.1.1 A Health **and** Safety Committee comprised **of** four members of **the** Bargaining Unit **and** representatives of **the** Commission **will** meet on a monthly basis to consider and discuss any matters relating to **safety** within the Commission's **premises**. The function of **this** Committee shall be to make recommendations to the Commission on **any matters** it considers **should be dealt** with to provide safe working conditions.

A CAW Safety Representative **will** be **allowed** to inspect property provided proper **notice** is given.

20.1.2 Safety certification for all members of **the** Health and Safety Committee.

ARTICLE 21 GENERAL

21.1.1 RULES AND REGULATIONS

Rules and Regulations shall not be inconsistent **with this** Agreement. **Any** changes **will** be meaningfully **discussed** with the Union before publication subject to the Grievance Procedure. 92

ARTICLE 21 GENERAL

21.2.1 CONTRACTING OUT

All contracting out must be by mutual agreement with the Union.

All work being performed on Commission vehicles will continue to be performed by bargaining Unit members, provided such work is carried out in a competitive cost comparison.

21.3.1 The upholstering work will be done by a member of the Bargaining Unit.

21.3.2 The Commission shall supply notice boards at convenient locations for the posting of their own notices and any notices of the Local Union signed by their properly authorized signing officials.

21.3.3 The Commission and the Union agree that it is most undesirable to have Commission employees engage in work for hire outside the Commission, both from the point of view of taking employment from others who need it more urgently and from the reflection it may cast on the Commission. If, in spite of the above statement, an employee engages in work for hire, the employee shall not be eligible for any of the benefits provided by the Collective Agreement in the event that injury, illness or lost time results from such employment. However, Union'

ARTICLE 21

GENERAL

21.3.3 (continued)

officials will be eligible for any of the benefits provided in the Collective Agreement in the event that **injury**, illness or lost time results while they are working on official Union **business**.

21.3.4 If the Union provides a lawyer to represent employees in court proceedings, the Commission will pay the cost of the lawyer's fee where **all** the following circumstances apply:

- a) an employee is **charged** by **the** police **as** a result of an accident in which he/she **was** involved, while operating a Commission vehicle.
- b) the case is successfully defended and **the** employee is acquitted.
- c) **the** Union's lawyer **meets** with the approval of the Commission.

21.3.5 The Commission will pay to the appropriate Provincial authority, special Mechanic's Propane Licence fees for employees **required** by Management to hold such **licences**.

21.3.6 The Commission will provide **Collective** Agreements

ARTICLE 21

GENERAL

21.3.6 (continued)

unless special books are required, then the costs will be shared accordingly. The Commission will also provide six loose leaf binders of the benefit package.

21.3.7 The Commission will provide a filing cabinet for the Union.

21.3.8 The Commission will pay summer students for Statutory Holidays commencing their third summer of employment.

21.3.9 Probationary employees will be allowed up to two hours with pay for orientation with a Union official regarding the Collective Agreement. This orientation does not apply to students.

21.3.10 The Commission agrees to allow employees one minute silence at 11:00 a.m. on April 28 of each year in observance of those workers killed on the job.

21.3.11 A permanent bus pass for retired Oshawa Transit employees will be made available.

ARTICLE 21

GENERAL

21.3.12 SEXUAL HARASSMENT

The Union and Commission recognize that Sexual Harassment is an unlawful employment practice in violation of the Ontario Human Rights Code, which defines it as:

".....A course of vexatious comments or conduct or sexual advance or solicitation that is known, or thought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker.....".

Complaints of alleged harassment by members of the **Bargaining** Unit will be handled with **all** possible confidentiality by a joint committee **consisting** of the Local President and/or Unit Chairperson of the Union and the Manager of Transit and/or Personnel Manager of the Commission.

21.3.13 HUMAN RIGHTS

Oshawa Transit will adopt **CAW Human Rights** Policy. **CAW** will provide inhouse training.

21.3.14 SUSPENSION WITH PAY

If an employee is **suspected of** or charged **with** an offence under **a law** of Canada, or of a **province or** territory, or is **suspected** of misconduct, the Manager of Transit may suspend him/her with pay.

ARTICLE 21

GENERAL

21.3.14 (continued)

The Manager of Transit may revoke the suspension and later reimpose it, if it is considered appropriate.

Unless the Manager of Transit revokes the suspension it shall continue until the final disposition of the proceeding in which the employee's conduct is at issue.

While suspended, an employee will not use clothing or equipment that was issued to him/her in that capacity.

If an employee is convicted of an offence and sentenced to a term of imprisonment, the Manager of Transit may suspend him/her without pay, even if the conviction or sentence is under appeal.

If an employee is suspended with pay, the pay for the period of suspension shall be reduced by the amount that he/she earns from other employment during that period. This does not apply to earnings from other employment that was commenced before the period of suspension.

Suspension of a disciplinary nature will be without pay.

ARTICLE 21

GENERAL

21.3.15 CAW-CANADA LEGAL SERVICES PLAN

Commission will pay additional premium cost after 6¢ per employee per hour.'

21.3.16 SUMMER STUDENTS

Summer students will be hired for the purpose of covering vacation entitlements during prime times re summer ~~and Christmas~~ periods; for all departments.

21.3.17 PARKING UPTOWN

Parking uptown will be **arranged** by the Commission.

21.3.18 AFFIRMATIVE ACTION

Commission will comply with the law.

21.3.19 SUCCESSOR RIGHTS

In the event of sale, transfer or downsizing of Oshawa Transit, the Commission and the **Union** agree to meet to discuss the possibility of implementing options **of** employee protection.

21.3.20 FITNESS FACILITY

Covered by Letter of Understanding.

ARTICLE 21 GENERAL

21.3.21 DISCIPLINE

All ~~current disciplinary~~ notations on employees' files to be removed **90** days after signing of the collective agreement on the condition that there are no further occurrences ~~within~~ this time frame ~~re the employee~~ affected.

21.3.22 WINTER HOLIDAYS

~~Management~~ will continue with existing policy.

21.3.23 JOB DESCRIPTIONS

~~Management~~ will provide job descriptions for the entire bargaining unit at its earliest convenience.

21.3.24 YEAR PER YEAR SERVICE FOR SENIORITY

A five year cap will apply for layoffs only.

ARTICLE 22 PAY DAY

22.1.1 Pay day shall be every Thursday. Direct deposit is available for all employees. **99**

ARTICLE 23

DURATION OF AGREEMENT

23.1.1 This Agreement shall be construed **as** having come **into** force on the 1st day of March, 1995 and shall continue in force **up to and including the 29th day of February, 1996** and thereafter, until terminated **as** hereinafter provided. Such termination may be effected on the 29th day of February; 1996, or at **any** later date but only by notice in **writing** being given by either party to the other at least two months prior to such date of termination.

ARTICLE 24

COLA

24.1.1 Job classifications and wage **rates** are set out in Schedule " A to this Agreement. In addition **to** the rates of pay outlined in Schedule "A ", a Cost-of-Living Allowance (**COLA**) of one cent (1 cent) per hour for each full .075 point increase in **the** Consumer **Price** Index (CPI 1986=100), based on the three month average in the Consumer Price Index **as** published by **Statistics** Canada will be determined and adjusted up or down and become payable in September 1995, December 1995 and March 1996.

Based on every **three** months, **the** COLA will be paid on all hours worked, vacation pay, holiday pay, jury duty pay, bereavement pay and paid absence **allowance**.

In determining **the** **three** month average of the Indexes for a specified **period**, the computed average shall be

100

ARTICLE 24

COLA

24.1.1 (continued)

rounded to *the* nearest 0.1 Index point. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation on the basis on which the Cost-of-Living Allowance has been determined.

The adjustment in September 1995, shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for June 1995, July 1995 and August 1995, exceeds the base.

The adjustment in December 1995, shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for September 1995, October 1995 and November 1995, exceeds the base.

The adjustment in ~~March~~ 1996, shall be one Cent (1 cent) for each full .075 points that the average Consumer Price Index for December 1995, January 1996 and February 1996, exceeds the base.

The adjustment for ~~March~~ 1996, shall be inclusive of the adjustment for ~~December~~ 1995. Subsequent adjustments shall follow this pattern.

ARTICLE 25

PICKET LINE

The Commission acknowledges the Union's philosophy of solidarity for those unionized workers engaged in legal ~~strike~~ action. In recognition of ~~this, members~~ covered by the Collective Agreement ~~will~~ not be required to cross legal picket lines. The Commission will attempt to temporarily relocate bus service where ~~necessary~~ to comply with this article.

ARTICLE 26

JOB POSTINGS

Job postings at the P.U.C. and Oshawa Transit to be agreed upon.

ARTICLE 27

LONG TERM DISABILITY

A summary of ~~the~~ details is as follows:

- ◆ vesting and sick leave will be frozen on the date of the implementation of the plan;
- ◆ vesting will be paid at the current ~~rate~~ at retirement;
- ◆ employees will continue to receive 18 sick ~~days~~ per year;
- ◆ unused sick ~~days~~ will be transferred into the employees' sick ~~bank~~ only to a maximum of six months;
- ◆ employees using sick days which depletes the sick bank to a level ~~less~~ than six months will be allowed to build the sick bank upwards to the six month level using the 18 days per year unused portion;

ARTICLE 27

LONG TERM DISABILITY

- ◆ the waiting period for LTD start is six months,
- ◆ 70% of gross pay;
- ◆ 75% maximum from all sources;
- ◆ all benefits to be paid by Commission while employee on LTD.

ARTICLE 28

MUTUAL OBJECTIVES

The Commission and the Union share a mutual objective increasing ridership, improving transit service and increasing the standard of living for its employees. These objectives are of benefit to CAW Local 222 members the Commission employes, and the public it serves.

In recognition of this, the parties will meet on a regular basis for the purpose of establishing ways in which to satisfy our mutual objectives. Union participation in such meetings will be compensated for by the Commission.

ARTICLE 29

DISCONTINUANCE OF OPERATIONS

The Commission shall advise the Union at least six months in advance of any contemplated, partial or total discontinuance of operations that

ARTICLE 29

DISCONTINUANCE OF OPERATIONS

will affect the employees. Such notice shall be in writing **and** indicate the reason for the action.

The Union **and** the Commission **will meet** immediately to discuss the contemplated partial or total discontinuance of operations with a view to providing a solution to the problem or jobs for the employees **involved**.

Should **it be** necessary to **terminate** any employee as a result of partial or total discontinuance of operations, each employee shall be provided with **the following** allowances and benefits in addition to the requirements of the **law**:

- Six **months** to four years -- one **month's** pay.
- Five to 10 years -- in addition, two **weeks'** pay for each **year**.
- Ten **years** and over -- in addition, **three weeks'** pay for each **year**.

All insurance benefits covered under this agreement will continue in full, with the Commission paying **the** premiums for up to one **year**.

If the above should happen, e.g. partial or total discontinuance of operations, the Commission and the Union agree to meet to negotiate the possibility of implementing the above.

SCHEDULE "A"

When an employee below the rank of Foreperson or Supervisor is assigned to a higher paid position, he/she will be paid the rate applicable to the job. The rate paid to the employee acting as a Foreperson or Supervisor will not necessarily be the rate paid to the person replaced, but will be the rate that would be paid if the person was permanently promoted.

A Lead Hand will be paid overtime at the Lead Hand rate.

The Storeperson classification will become the same wage classification as the Stockkeeper, effective March 1, 1992.

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SCHEDULE "A"
JOB CLASSIFICATION AND WAGE RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rates</u>	<u>March 1, 1995</u>	<u>Classification</u>	<u>Weekly Rates</u>	<u>March 1, 1995</u>
Skilled Trades			Clerk		\$714.40
Sub-Foreperson Mechanic		\$22.63	3rd 6 months		646.40
Mechanic A, Diesel Endorsed		21.16	2nd 6 months		578.41
Mechanic A		20.80	1st 6 months		510.42
Bodyperson		21.16			
 			Administration		
Sub-Foreperson Serviceperson		17.86	Transit Secretary		\$734.96
Serviceperson/Tireperson		17.09			
Serviceperson		16.71			
 			Inspector's Standby Rate - \$5.00/hr.		
Stockkeeper		18.64			
Storeperson		18.64	Additional rate for Coach Operators training students - \$0.25/hr.		
Maintenance Clerk		16.47	Evening Shift Differential - \$0.35/hr. from 4:00 p.m. - 12:00 midnight		
Cleaner		16.47	Night Shift Differential - \$0.43/hr. from 12:00 midnight - 8:00 am.		
Inspector		20.98	Temporary employees paid fringe benefits in accordance with Employment Standards Act.		
Relief Inspector		20.98			
Coach Operator		18.64			
2nd 6 months		18.28			
Probationary		17.89			
In Training		9.43			

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SCHEDULE "3"
GARAGE STAFF HOURS OF WORK

WEEKDAYS -- Monday through Friday

Night Shift

12:00 midnight - 8:00 a.m. - Servicepersons only.

Day Shift

6:00 a.m. - 3:00 p.m. - Cleaner (Tuesday - Saturday)

7:00 a.m. - 3:00 p.m. - Mechanic only

7:00 a.m. - 4:00 p.m. - Cleaner only

8:00 a.m. - 4:00 p.m. - Mechanic only

8:00 a.m. - 5:00 p.m. - Mechanics, Body Persons, Stockkeeper, Storeperson,
Serviceperson/Tireperson

8:00 a.m. - 5:00 p.m. - Serviceperson (Tuesday - Saturday)

Evening Shift

4:00 p.m. - 12:00 midnight - Serviceperson only

4:30 p.m. - 12:30 a.m. - Mechanic only (Lead Hand)

5:00 p.m. - 1:00 a.m. - Mechanic and Serviceperson

6:00 p.m. - 2:00 a.m. - Serviceperson only

WEEKENDS -- Saturday and Sunday

Night Shift

12:00 midnight - 8:00 a.m. - Serviceperson only

Day Shift

Saturday

7:00 a.m. - 4:00 p.m. - Cleaner (Tuesday - Saturday)

8:00 a.m. - 4:00 p.m. - Mechanic only

8:00 a.m. - 5:00 p.m. - Mechanic

8:00 a.m. - 5:00 p.m. - Serviceperson (Tuesday - Saturday)

Sunday

8:00 a.m. - 4:00 p.m. - Mechanic only

Evening Shift

Saturday

5:00 p.m. - 1:00 a.m. - Serviceperson only

5:30 p.m. - 1:30 a.m. - Serviceperson only

Sunday

4:00 p.m. - 12:00 midnight - Serviceperson only

Evening Shift Differential - \$0.35/hr. - 4:00 p.m. - 12:00 midnight

Night Shift Differential - \$0.43/hr. - 12:00 midnight - 8:00 a.m.

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Management reserves the right to change or modify these shifts at its discretion.

THIS AGREEMENT becomes operative when signed by the duly authorized representatives of Oshawa Public Utilities Commission and National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), Local 222.

In Witness Whereof the parties hereto have affixed the signature of their proper officers in execution of this Agreement.

OSHAWA PUBLIC UTILITIES COMMISSION

NATIONAL, AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA), and its Local 222

Gordon D. Burnett, Chairperson

John Kovacs, President

Don Powless, Vice-Chairperson

Dawn Cartwright, National Representative

(Declared Conflict of Interest)

David Broadbent, Commissioner

Gordon Vickers, Chairperson

Albert Taylor, Commissioner

Lanny Joseph, Vice-Chairperson

Nancy Diamond, City Representative

Randy Fulling, Skilled Trades Steward

E. Norman Tweedle, Manager of Transit

Alex Kennedy, Serviceperson Steward

Gary D. Noakes, Supervisor of Operations

Lorne S. Marshall, Human Resources Manager

Roy Atkinson, Chief Financial Officer

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Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H 3T2

Telephone (416) 579-2471
Fax (416) 579-1050

March 19, 1992

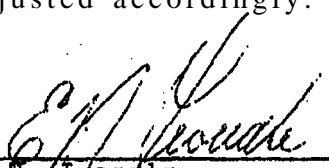
LETTER OF INTENT

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

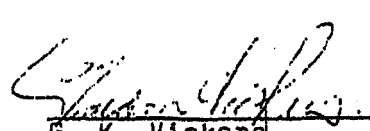
Dear Mr. Vickers:

This Letter of Intent supercedes that on Pages 70/71 of the 1989-1992 Collective Agreement between the Oshawa Public Utilities Commission and CAW-Canada, Local 222.

1. There will not be a Pick of Runs from the middle of November to the first of January. The 30 day clause will be waived.
2. Garage staff may resume duty as soon as they are able after illness or a leave of absence for other reasons.
3. A Coach Operator will receive training every three year8 or in accordance with the Ministry of Transportation, Ontario rules and regulations and/or requirements and as deemed necessary by the individual's driving record.
4. In accordance with current Ministry of Transportation, Ontario regulations. class "D" licences only will be required for employees to qualify for the position of Serviceman in the Oshawa Transit Maintenance Department. If the Ministry's requirements change, the Commission's requirements will be adjusted accordingly.


E. N. Tweedle

Manager of Transit


G. K. Vickers

Chairperson, Local 222

**50TH
ANNIVERSARY
1937 - 1987**

**CAW  TCA
CANADA**

JOHN SINCLAIR
President

LOCAL 222
44 BOND STREET EAST
OSHAWA, ONTARIO L1G 1B1
PHONE (416) 723-1187

THOMAS HOAR
Financial Secretary

November 17, 1987.

Mr. Cal Cathmoir,
Superintendent,
Oshawa Transit,
710 Raleigh Ave.,
OSHAWA, Ontario.
L1H 3T2

Re: Grievance On Contracting Out, Lundhill & Luke

Dear Sir:

This letter is a **follow-up** of the discussion that took place in your office on November 13, 1987. Present at this meeting were:

for the Union:	the grievors the writer Al Morgan, Shop Steward
For the Commission:	Cal Cathmoir, Superintendent Art Jenning, Shop Foreman

The following was agreed upon between the parties:

Contracting out of in-shop work would be kept in-plant unless an emergency situation arose.. An emergency situation would be, for Instance, needed mechanic and body work which would have an adverse effect on the Commission operation to maintain regular service. It would be at this point that the Commission would contract out in order to meet the needs of service. This was with the understanding that, wherever possible, could our people maintain the needed service, it would be done in-shop. Should the situation arise to contract out in-shop work, the Union would be notified. This would allow the Union to discuss with Management a possible solution to keeping work in-plant rather than contracting out.

It was further agreed that extra work required by the Commission to maintain service would be made available to the Mechanics and Bodymen in order to keep work in-plant. It was also noted between the parties that a problem existed in the shortage of on-hand stock, causing delays of needed repairs by our Skilled Tradesmen in order to maintain service.

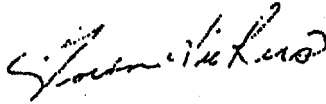
A meeting between the parties is to follow to look at a possible solution to the stockroom shortages.

(Cont'd...)

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Acceptance of this letter will mean the dropping of the grievance.

Yours truly,



Gord Vickers, Chairman,
Oshawa Transit Unit,
Local 222, C.A.W.

GV/sp
caw1136

///



Oshawa Transit

710 Raleigh Ave,
Oshawa, Ontario
L1H 3T2

Telephone (416) 579-2471
Fax (416) 579-1090

January 16, 1990

Mr. G. Vickers
Chairperson
Oshawa Transit Unit
Local 222, C.A.W.
27 Cloverfield
Group '26, Box 65
BOWMANVILLE, Ontario
L1C 4A6

Dear Mr. Vickers:

RE: GRIEVANCE ON CONTRACTING OUT; LUNDHILL a LUKE


This letter is to advise you that I accept the conditions outlined in your letter dated November 17, 1987, addressed to Mr. Cal Cathmoir, on the above noted subject.

Yours truly


E. N. Tweedle
Manager of Transit

ENT mk

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Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H3T2

Telephone (416) 579-2471
Fax (416) 579-1050

March 19, 1992

LETTER OF UNDERSTANDING

Mr. G. K. Wickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

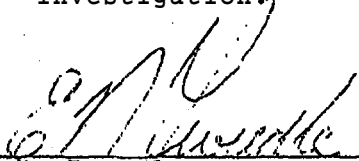
Dear Mr. Vickers:

RE: PUBLIC COMPLAINTS AGAINST EMPLOYEES

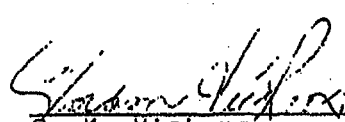
This Letter of Understanding takes effect as of the date of this letter.

All complaints other than of a minor nature will be treated as follows:

1. All complaints, to be considered as valid, must be submitted in writing by the complainant within 21 calendar days of the incident.
2. When e written complaint is received, Management will make every endeavour to pursue the complaint with the complainant to ensure verification. Upon completion of the investigation and verification of the complaint, disciplinary action, if deemed necessary by Management will be taken.
3. If, after investigation and verification of the complaint, Management is of the opinion that the situation is extremely serious which may result in severe disciplinary action being taken, the Union, at its request, will be supplied details of all pertinent information relative to the incident and the investigation.



E. N. Tweedle



G. K. Wickers

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Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H 3T2

Telephone (416) 579-2471
Fax (416) 579-1050

March 19, 1992

LETTER OF INTENT

Mr. E. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

Dear Mr. Vickers:

RE: **1992 PROPOSED AMENDMENTS TO THE COLLECTIVE AGREEMENT
PAGE 15, NUMBER 21 ADDITIONAL PROPOSALS
"TRAVEL ALLOWANCE" - COMPENSATION FOR SUCH**


With reference to the above topic on travel allowance, during the course of contract negotiations, it was agreed that this topic will be open for discussion after the implementation of the new service plan *scheduled for May 4, 1992.*

It was further agreed that an operating period of at least 60 days of the new service plan will be allowed in order to properly determine what problems exist, if any, with reference to travel allowance.

If it is determined by both Management and Union that definite problems do exist, it is agreed that steps will be taken by Management, with Commission approval, to alleviate these problems.



E. N. Tweedle
Manager of Transit



G. K. Vickers
Unit Chairperson, Local 222

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Oshawa Transit

710 Raleigh Ave.
Oshawa, Ontario
L1H 3T2

Telephone (416) 579-2471
Fax (416) 579-1050

April 30, 1993

LETTER OF UNDERSTANDING

Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

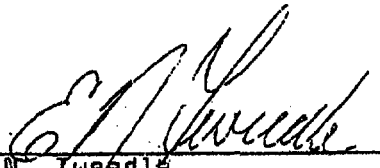
Dear Mr. Vickers:

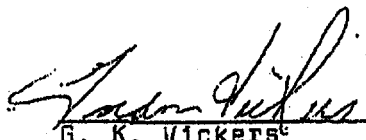
RE: FITNESS FACILITY - Transit

This will serve to confirm an understanding reached between Management and Union. That understanding is as follows:

When Oshawa Transit is successful in obtaining either a major upgrade to its existing facility or the construction of a new transit facility, a fitness area will be incorporated into the design.

Input into the design of the fitness facility will include Union representation from Local 222.


E. N. Tweedle
Manager of Transit
Oshawa Transit


G. K. Vickers
Unit Chairperson
CAW - Local 222 Oshawa Transit

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April 4, 1995

LETTER OF INTENT

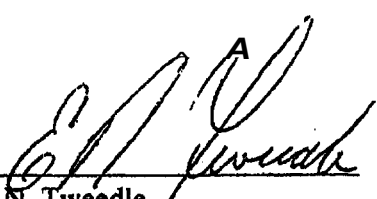
Mr. G. K. Vickers
Unit Chairperson
CAW-Canada, Local 222
27 Cloverfield
COURTICE, Ontario
L1C 4A6

Dear Mr. Vickers:

Re: Employment Equity

The Oshawa Public Utilities Commission and CAW Local 222, have a joint responsibility in achieving their Employment *Equity* objective in accordance with the Ontario Employment Equity Act.

A Co-ordinating Committee will meet and discuss their joint responsibilities in implementing a plan.


E. N. Tweedle
Manager of Transit


G. K. Vickers
Unit Chairperson, Local 222