

# Collective Agreement

Between

National Automobile, Aerospace, Transportation and  
General Workers Union of Canada  
Local 222- CAW Canada

and

Oshawa Transit Commission

Begins:

03/01/2003

Terminates:

02/28/2006

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# **THIS COLLECTIVE AGREEMENT**

Made in duplicate this 1<sup>st</sup> day of March 2003

BETWEEN:

## **OSHAWA TRANSIT COMMISSION**

hereinafter referred to as the "Commission"

of the first part,

- and -

## **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), AND ITS LOCAL 222**

Employees of Oshawa Transit Commission

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 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 1987, and who have completed their probationary period shall become and remain members of the Union by signing a Union card.

No employee shall lose his/her employment as a result of the denial 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 and initiation fees from the pay of each employee covered by this Agreement. Initiation fees will be deducted upon notification from the Union. Union dues 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 15<sup>th</sup> 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.

### **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, and 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.

## **ARTICLE 5 UNION REPRESENTATIVES**

### **5.1.1 Stewards**

The Commission recognizes that one of the four Stewards will be the Unit Chairperson:

Skilled Trades – one

Servicepersons, Serviceperson/Tireperson,  
Stockkeeper, Storeperson, Cleaners – one.

Inspectors, Coach Operators, Operations Clerk,  
Planning & Marketing Assistant and Transit  
Secretary – two.

The Union will submit the names of the Stewards and the four alternate Stewards, in writing to Management within 30 days of their appointment.

### **5.1.2 Labour Relations**

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 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 eight consecutive hours without pay in a calendar month, provided they give Management 48 hours' notice.

### **5.1.5**

Management will endeavor to provide a Union representative with the necessary time off to investigate a grievance, as set out in Article 6. Union representatives will be allowed to bank personal time used for such meetings to be used as lieu days. Management must be advised in writing by each Union representative prior to such time being banked.

### **5.1.6**

Representatives on the Union's Labour Relations Committee shall be allowed time off to attend contract negotiation meetings with the Commission or Management.

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

### **5.1.9**

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.

### **5.1.10 UNIT CHAIRPERSON**

**I )** The Unit Chairperson will work on an existing shift for their classification that provides the maximum number of hours that would be consistent with standard office hours, Monday to Friday. New shifts **will** not be created to accommodate this schedule.

This will be handled as follows:

**(a)** If the Chairperson comes from Operations, he/she will have first pick of posted assignments.

**(b)** If the Chairperson comes from Maintenance and he/she is a:

**(i)** Skilled Tradesperson, he/she will be removed from the

rotating shift schedule and placed on a steady day shift, Monday to Friday.

(ii) Serviceperson, he/she will have first pick from the posted shift schedule.

2) When the employee is no longer the Unit Chairperson, he/she reverts to the regular signing procedure in his/her classification for shift selection.

3) In a downsizing situation only, the Commission recognizes the Unit Chairperson as having top seniority in the bargaining unit, resulting in him/her being the last person to be displaced.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

### **6.1.0**

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 grievance, which is raised by the Commission or Union.

### **6.1.1 Employee Grievances**

#### Definition

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.

### Problem Resolution

Any employee or group of employees having a complaint shall first take the matter up with their Supervisor directly. Employees shall have seven days from the date of the occurrence to raise the issue. Employees may be assisted by the Union, if requested.

The Supervisor will have two days to respond.

Employees may proceed to file a grievance within five days of the receipt of the response if unsatisfied with the Supervisor's decision.

### Grievance Procedure

#### Step 1

A hearing will be held by the Supervisor within five days of receipt of the grievance. The employee will be accompanied by his/her Steward. The Supervisor will respond in writing within two days of the hearing.

Employees may proceed to the next step within five days of the receipt of the Step 1 response if unsatisfied with the decision.

#### Step 2

A hearing will be held by the General Manager or his designate within five days of receipt of the grievance being forwarded to the second step. The employee will be accompanied by the Union, limited to a maximum of two representatives. At this and subsequent steps, the Union may be assisted by a National Representative of the

Canadian Auto Workers and/or the President of the Local Union.

A written response will be given within two days by the Commission to the Union. The Union will respond within five days.

### **6.1.2 Policy Grievances**

**a)** The Union shall have 15 days following the date of the occurrence to submit a Policy Grievance. It will be submitted at Step 2 of the Grievance Procedure. The regulations in Step 2 will prevail. Failure of an individual employee to file a grievance shall not be considered precedent setting.

The Union, if not satisfied with the response, may take a Policy Grievance to the Commission. They must forward the grievance to the Commission within five days of the receipt of the response at Step 2.

The Commission will hear the Policy Grievance at its next regularly scheduled monthly meeting following receipt of the grievance.

The Union shall have their case presented by the Unit Chairperson accompanied by no more than two Union officials.

A written response will be provided by the Commission within five days of the hearing.

**b)** The Commission shall have **15 days following the date** of occurrence to submit a Policy Grievance. It shall be submitted to the Unit Chairperson.

The Union will hear the grievance at its next regularly scheduled monthly meeting. **A** written response will be provided by the Union within five days of the hearing.

**c)** If a Policy Grievance is not settled satisfactorily, either party may proceed to arbitration.

The term 'days' shall mean working days which excludes Saturday, Sunday, Paid Holidays and Vacation Days. Also, time limits shall not include days, in which the particular Commission and/or Union official is absent from the Commission's premises.

### **6.1.3**

Time limits for a hearing may be extended by agreement in writing between the Commission and Union. Permission for extensions will not be unreasonably withheld. When no such request has been made or the extension has expired:

- i) the Union may proceed to the next step
- ii) the Commission may consider the grievance abandoned.

## **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/or the Unit Executive Board/Unit Chairperson, 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.

The Parties agree to use the following list of five arbitrators on a rotational basis for grievances that are referred to arbitration. The selection of an arbitrator will begin with the first arbitrator and continue down the list as the need arises:

Howard Brown, Kevin Burkett,  
Gail Brent, W. B. Rayner and Bob Howe.

This list will remain in effect during the term of this agreement. In the event that an arbitrator must be replaced, the parties will mutually agree to the replacement.

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 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 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**

An employee 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 designate or through proper book-off procedures 45 minutes in advance. Failure to report may result in **loss** of pay. 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 General Manager.

#### **9.1.3**

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

#### **9.1.4**

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. for Operations employees and 12:00 midnight for all other employees.

#### **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. If the duration of the course plus travel time to and from the location exceeds eight hours, the additional hours will be paid at straight time.

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.

Traveling 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.

#### **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 negotiation 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 designated authority. 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 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 Drivers Licences – Class ‘B’, ‘C’ and ‘D’**

When the Commission requires an employee to obtain a driver's licence reclassification; or when the Ministry of Transportation, Ontario requires an employee requiring a Class ‘B’ or ‘C’ (Coach Operators, Skilled Trades and Inspectors) or ‘D’ (Serviceperson & Serviceperson/ Tireperson) 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 straight time rates.

All tests for renewal of an employee's work related licence will be taken at the Transit Commission facility. If the

employee elects to take this test at the Ministry of Transportation, Ontario, it will be at his/her own expense.

### **9.1.15**

Except the Skilled Trades classification, employees may bank overtime hours at overtime rates to a maximum of forty (40) hours of straight time per calendar year (e.g. 26.67 hours of overtime equals 40 hours of straight time), instead of receiving cash payment, for the purpose of taking paid lieu time off.

Employees must indicate if they wish to bank overtime for this purpose by the end of January of each year. Employees may opt out at any time during the calendar year in which the overtime is being accumulated, but may not after December 31<sup>st</sup> of that year.

Banked time will be earned throughout the current calendar year. Time off in lieu is to be taken in the following calendar year, during the prime summer months as per the posted schedule. The program will be implemented January 1, 2004 (for accumulation of overtime) with time taken in lieu in 2005.

An annual lieu time pick for banked lieu time will take place during the first quarter of the year in which it will be taken and will follow the regular vacation sign-up. Selection of time off will be in accordance with seniority.

Time off will be taken in five consecutive days with no breakup into individual days.

The number of employees eligible will be limited to increments of 10 employees in Operations and 8 employees in Maintenance who can be accommodated with time off during the pick process.

For those who signed up and cannot be accommodated for lieu time because of insufficient banked hours (must have banked 40 hours at straight time), pay-out will occur as soon as possible in the new year. For those who signed up and cannot be accommodated for lieu time because the increment criteria has not been met, pay-out will occur as soon as possible following the pick process.

## **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 bus to the garage after completion of the run, the assignment will end five minutes after scheduled arrival at the garage.

### **9.2.2 Picks for Operators**

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

- all Operators will pick in a five day block according to the posted pick schedule excluding Saturday, Sunday and Holidays.
- the Operator pick schedule will be posted at least five days prior to the date of selection process excluding



Saturday, Sunday and Holidays.

- no more than one choice of assignments will be picked at one time except for the Summer and Christmas picks.
- an annual schedule of nine picks will be posted.
- Operators unable to attend will be allowed to leave written choices.

- Operators who do not attend, do not leave choices or do not sign according to 9.2.2 c) below will be assigned work by the Supervisor designate according to available and similar previously selected work with the following priorities applied: i) days off ii) start/finish times iii) route.

**b)** A list of assignments will be posted by Management at least 21 days in advance of its effective date.

**c)** Coach Operators will sign for their choice of assignments according to the date and time on the operator pick schedule. Operators failing to sign within a reasonable period of time will be signed by the Supervisory designate.

**d)** An assignment for which no employee has been signed up will be filled by the junior 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 General Manager or supervisory designate 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 Commission Rules when required and will be compensated therefore as follows:

Coach Operators will be allowed 15 minutes at straight time rates if their service is required once or twice through each **24** hour period commencing at **4:00** a.m. Operators require 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 work 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 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 of straight time rates beyond the normal eight-hour workday 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 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.

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 assignment 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 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 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 as per 9.4.5.

## **9.4.0 COACH OPERATORS ON SPARE BOARD 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

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 the rest days, vacation, sick leave or leave of absence, **may** telephone the Operations office between the hours of 2:00 p.m. and 4:30 p.m. to obtain their assignment for the following day.

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.

#### **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.

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 last 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, 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:

1. due to sudden illness;
2. due to vacation or lieu day request;
3. due to special work assignments;
4. due to special weekly schedules.

### **9.5.0 CLERKS AND PLANNING & MARKETING ASSISTANT**

#### **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 and the Planning & Marketing Assistant will be from 7:30 a.m. to 4:30 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.

### **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**

The employees, 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**

An employee who, due to sudden illness or for other reasons, is unable to report for work at the scheduled time shall notify the Supervisor 45 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 General Manager.

### **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 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**

The employees 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.

### **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 #3 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.

#### **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 on their scheduled day to work, 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 45 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 General Manager.

#### **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 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 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 **driver's licence** will be taken at the Transit Commission facility. If an Inspector elects to take this test at the Ministry 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 #3.

Management will designate the hours of standby duty.

### **9.6.13**

Inspectors, who work four or more hours overtime in



addition to their work, will be paid a meal allowance of \$8.00.

## **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 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 Shift Picks for Garage Staff**

**a)** Garage shift schedules will be posted for the various classifications.

Maintenance staff will be permitted to make their choice of assignments as follows:

- Employees will pick in a 10 day block according to seniority on the posted schedule excluding Saturday, Sunday and Holidays.
- The schedule will be posted at least five days prior to the date of selection process excluding Saturday, Sunday and Holidays.
- There will be a schedule pick for Servicepersons every two months excluding July and August.
- When a permanent change occurs or when there is a vacancy, which Management assumes will exist for 30 days or more, a new shift pick will be posted.
- The junior Serviceperson may be reassigned on 24 hours notice.
- Staff who do not sign according to c) below will be assigned work by the Supervisory designate according to available and similar previously selected work with the

following priorities applied: i) Days off ii) Start/finish times.

**b)** A list of assignments will be posted by Management at least 21 days in advance of its effective date.

**c)** Employees will sign for their choice of assignments according to the date on the pick schedule. Those failing to sign at the end of the scheduled day to sign will be signed by the Supervisor designate.

### **9.7.5 Stockroom**

1. The hours of work for the Stockkeeper and Storeperson will be from 7:00 a.m. to 3:30 p.m., Monday to Friday, with a one-half hour lunch break, for a total of 40 working hours.

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.

#### **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 straight time 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 requiring a Class "B" or "C" (Coach Operators, Inspectors and Skilled Trades) or "D" (Serviceperson & Serviceperson/Tireperson) 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 straight time rates.

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

#### **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**

Maintenance 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 Commission and Union representative.

### **9.7.15**

The master Seniority List will be used to select the junior available employee in that classification 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 classification, seniority provisions and all other 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 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 possesses a valid Province of

Ontario trade certificate, which must be submitted for posting in the workplace.

## **GENERAL**

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

The Commission agrees to co-operate with its employees to enable them to make application for the issuance of CAW Journey person 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 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 endeavor to assist the Skilled Trades employees with necessary specifically related training, provided that the trades involved have the qualifications to receive this training.

A registered apprenticeship program was implemented in 2000 and is being paid at the Service person's rate of pay until the licence is obtained. This paragraph applies to the

implementation of one registered apprentice and may be considered in future collective agreements.

A registered apprentice, while attending training for Certificate of Qualification will have his/her Employment Insurance benefits supplemented with an event payment to equal his/her normal rate of pay. The apprentice will be required to submit documentation on the benefits paid by Employment Insurance. The event payment will be subject to all mandatory deductions. The event payment, which will be paid upon his/her return to work, will be paid out on a separate cheque from the regular payroll cheque.

## **SKILLED TRADES CLASSIFICATIONS**

- A) Lead Hand**
- C) Mechanic T or S License**
- B) Mechanic T&S License**
- D) Body Person**

A Lead Hand position will be filled by the most senior Skilled Trades employee on a regularly scheduled shift.

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 agree upon between Management and the Union's representative, 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 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 from 7:00 a.m. to 3:30 p.m., Monday to Friday with a one-half 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 employee who is called in to work one hour before 7:00 a.m. 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.

### **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**

In Operations, vacation will be picked by January 1. In Maintenance, employees will pick their vacation by March 1. Employees must select entire vacation entitlement except for the one week of individual vacation days for those who are covered in 10.1.2. If an employee has any unselected eligible time remaining at their deadline date, it will be assigned by the Commission.

### **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 accordance 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
- 30 years service, to 35 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 the year because of disability and is in receipt of Sick Leave pay or Workplace Safety & Insurance 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.

Vacation selections shall not exceed three weeks in the prime summer vacation period during the initial round of vacation sign-up except in special circumstances and with the approval of the General Manager or supervisory designate. 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, Planning and Marketing Assistant and Transit Secretary. A Relief Inspector may be assigned to cover the single days' vacation of the Clerks.

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 called "lieu days" may be taken as single day(s) and deferred to a date not later than one year from the occurrence.

If Lieu Days are not taken within the one year window, they will be paid out.

Employees absent from work in excess of 130 continuous working days as a result of:

- illness or injury excluding while receiving sick pay or W.S.I.B. Total Temporary Benefits and LTD (notwithstanding Article 26)
- leave of absence excluding Union Leave
- collecting E.I. Sick Benefits excluding Maternity, Parental & Adoption Leave shall receive paid Vacation pro-rated according to the following formula:

number of continuous days off – 130 x eligible weeks  
260

in the calendar year of entitlement. Partial days will be rounded to the employee's benefit..

### **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 pro-rated 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. Employees 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 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.

Employees who are eligible and select to retire will be allowed vacation pay based on the following formula:  $2\% \times \text{annual vacation entitlement} \times \text{total wages earned in the current year}$ ; pro-rated from January 1 to the date of retirement.

### **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

The employee's birthday holiday will be used as a floater. If the employee request to have the day off on his/her birthday, it will be granted. To be entitled to the birthday holiday, an employee must be a Commission employee for at least six months prior to his/her birthday.

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 March Break 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.

If floating holidays are not taken within one year they will be paid out.

Employees absent from work in excess of 130 continuous working days as a result of:

- illness or injury excluding while receiving sick pay or W.S.I.B. Total Temporary Benefits and LTD (notwithstanding Article 26)
- leave of absence excluding Union leave
- collecting E.I. Sick Benefits excluding Maternity, Parental & Adoption Leave shall receive paid Floating Holidays pro-rated according to the following formula:

$$\frac{\text{number of continuous days off}}{260} - 130 \times \text{eligible days}$$

in **the** calendar year of entitlement. Partial days will **be** rounded to the employee's benefit.

### **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 Workplace Safety & Insurance 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.

#### **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

- a) he/she does not wish to work; or
- b) 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.

### **11.1.10**

Garage pick for Statutory Holidays will occur one month in advance of the holiday except for Christmas Day, Boxing Day and New Year's Day.

## **ARTICLE 12 ABSENCE FROM DUTY**

### **12.1.0 BEREAVEMENT**

#### **12.1.1**

When death occurs in an employee's immediate family as defined below, the employee on request, will be excused for five normally scheduled working days of his/her choice at the time of death or the funeral.

The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister.

To include spousal equivalent pursuant to the Ontario Human Rights Act.

#### **12.1.2**

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 three days off work without loss of pay at the time of death or the funeral.

### **12.1.3**

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 Commission.

## **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 of two hours. Necessary actual expenses while away from the Commission's premises will be allowed. Any fee or mileage occurring 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 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, PARENTAL AND ADOPTION LEAVE**

### **12.4.1**

The Commission agrees to comply with the requirements of the ESA 2000 for leaves.

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
- 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 date.

#### **12.4.2**

Parental Leave may begin no more than 52 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.

Employees who take pregnancy leave are entitled to take up to 35 weeks of parental leave. All other new parents are entitled to take up to 37 weeks of parental leave. An employee may end his or her parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

#### **12.4.3**

During pregnancy leave or parental leave, an employee 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. The employer continues to pay its share of the premiums for any of these plans. Credits continue to accrue towards seniority, service and length of

employment for an employee on pregnancy or parental leave.

#### **12.4.4**

A pregnant or nursing employee may request workplace accommodation due to medical concerns arising from the pregnancy which may pose a risk to her health and that of her fetus or child. Her medical practitioner must provide written support for such concerns and outline the restrictions, which require accommodation.

#### **12.4.5**

Vacation credits continue to accumulate during the leave of absence, and provided the employee returns to work following the leave, he/she will be entitled to the earned vacation time off with pay.

#### **12.4.6**

The Commission will supplement Employment Insurance benefits for maternity and parental leave with a \$1,000 lump sum event payment for employees taking the maximum leave available to them.

### **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.

If a situation arises where an employee's driver's licence may be suspended for a period in excess of one year, the employee may apply to the General Manager for an extension of leave of absence beyond the one year period.

### **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 request 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 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.

### **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 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 straight time 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 months' pay.

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 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 Workplace Safety & Insurance Board (WSIB) benefits, the Commission will

augment WSIB 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 is in receipt of WSIB benefits, 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 WSIB benefits in the case of the death of the employee, permanent disability payment 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 Commission informed of the nature of the WSIB payments and any changes therein.

The Workplace Safety & Insurance 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 Workplace Safety & Insurance 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 WSIB benefits.
3. The employee must sign a waiver indicating that repayment of the advances will begin immediately upon receipt of WSIB benefits.
4. If the WSIB claim is not approved, sick leave credits 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 counseling which are not covered by other plans in this Agreement, with the stipulation that these services are provided within Canada.

The Green Shield deductible will increase to **\$15/\$30** effective January 1, 2004.

- Charges in excess of **the** equivalent generic product are not covered unless the doctor specifies in writing that no substitution for the prescribed drug may be made, effective March 1, 2004.
- Green Shield Semi-Private Hospital Accommodation Plan.
- Ontario Health Insurance Plan.
- Extended health benefits to cover dependent 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 \$2500.00 "Limit in the lifetime of each individual" and Crown and bridge work to a maximum of **\$1500.00** at the current Ontario Dental Association Schedule of Fees, effective the first of the month following signing of the agreement. Effective March 1, 2005, the Orthodontic "Limit in the lifetime of each individual" coverage will increase to **\$3000.00**.

### **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 \$250.00 per family member over a 24 month period, on the purchase of prescription glasses and/or contact lenses, by an employee and insured family member. Effective March 1, 2004 Vision Care provides maximum payment of \$300.00 per family member over a 24 month period. This maximum benefit amount may be applied to prescription glasses, contact lenses or laser surgery.

#### **13.2.4**

- a) The Commission will provide and pay for Ontario Health Insurance Plan and supplementary health insurance coverage for their retired employees and/or their surviving spouses.
- b) The Commission will guarantee retirees' benefits.
- c) The Commission will provide the same medical benefits for the survivors of deceased employees.

#### **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 World Access Canada (WAC) travel insurance.

### **13.2.9**

Management will cover the cost of doctors' notes required by the Commission, to a maximum of \$20.00.

### **13.2.10**

The Commission will provide combined chiropractic coverage, acupuncture coverage and massage therapy to a maximum of \$800.00 per year, for employees and insured family members.

### **13.2.11**

The Commission will provide orthotic inserts if required, up to a maximum of \$500.00 per year, for employees and insured family members.

### **13.2.12**

The Commission will provide P.S.A. Test for employees and insured family members.

## **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 his/her 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**

Management will post service/seniority list on a semi-annual basis.

### **14.1.3**

Seniority shall always be given utmost consideration in

making promotions, demotions and transfers, and when skill and ability are relatively equal, seniority will prevail.

The General Manager or designate shall personally interview each applicant for the position. If requested by the employee, notification of the reasons why an employee fails to receive any appointment shall be given in writing by the General Manager.

#### **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 to the satisfaction of Management.

Any person bumped out of a position will be offered first right of refusal to that position, should it become vacant.

#### **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 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 laid off due to a reduction in the work volume shall retain the seniority with which 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.

**b)** An employee who is hired on a temporary basis to replace an employee during Maternity/Parental Leave shall not exceed the duration of the leave **plus** applicable training time 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 plus applicable training time, 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 be 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 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. Termination to be based on just cause for temporary employees.

If considered satisfactory by Management, the employee shall be placed 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 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 permanent staff, his/her seniority shall date from the first day of continuous service with the Commission.

#### **14.1.10**

A 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 General Manager, he/she 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 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 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 General Manager, 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**

Employees coming on the staff will not gain seniority within the Union unless they are in a classification listed in Schedule "A". 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.

The Commission will allow a maximum of two Service-persons the opportunity to be Coach Operators for Summer Vacation Relief. Time off will include the summer vacation pick period plus applicable training time immediately prior to the prime summer vacation period. Those employees wishing to take advantage of this opportunity must provide written notification by November 15 for inclusion in the Operations vacation sign-up.

For all relief positions, total service in all classifications listed in Schedule " A , except Skilled Trades, will apply for pick of assignments and for choice of vacation.

### **15.1.2**

A regular employee who is awarded a job vacancy with 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.

### **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.

**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 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.

## **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**

Administration will keep a list of current clinics and treatment centers in the area that are under contract to the Workers' Safety & Insurance Board to take patients within three to five days of referral. Any initial assessments are covered by WSIB. Any assessment requested by the Commission would be subject to a \$20.00 deductible under our extended health plan. **All** the clinics meet WSIB requirements for diagnosis and treatment of injured workers.

## **ARTICLE 19 CLOTHING AND TOOLS**

### **19.1.1**

The point system as agreed to between Management and the Union will be protected during the life of this agreement.

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

- a) Two stores smocks 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 as follows:

\$600.00 – 1<sup>st</sup> year of contract (2003)

\$600.00 – 2<sup>nd</sup> year of contract (2004)

\$600.00 – 3<sup>rd</sup> year of contract (2005)

e) The Commission will provide insurance coverage for Skilled Tradespersons' tools up to a maximum of \$7000.00 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, Serviceperson, 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)

(1 Vest may be selected in lieu of Parka).

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

**i)** 1 Pair of rubber boots for all employees whose work necessitates their use (replaced when considered necessary by Management).

### **19.2.1**

Oshawa Transit Commission will provide heavy duty safety footwear of a type that meets CSA Standards to a maximum value of \$175.00 to the employees listed in the classifications below effective March 1, 2003 to February 28, 2006:

- Skilled Tradesperson
- **Serviceperson/Tireperson**
- Serviceperson
- Cleaner
- Stockkeeper
- Storeperson
- Clerk
- Inspector

### **19.3.1**

The Commission will provide each permanent employee with an annual issue of uniform clothing. Once annually, employees may order items from the following list to a maximum value of 363 points. Points do not accumulate or carry over to subsequent years. The Commission may

approve each order so that a reasonable standard of uniform dress is achieved.

Inspector/Coach Operator:

<b>Item</b>	<b>Point Value</b>	<b>Item</b>	<b>Point Value</b>
Tunic	126	Slacks/Trousers	43
Culottes	42	Bermuda Shorts	29
Blue Blouse/Shirt-Short Sleeve	16	Blue Blouse/Shirt-Long Sleeve	16
Golf Shirt-Blue	13	Golf Shirt-White	13
Sweater-Long Sleeve	33	Sweater-Sleeveless	27
Sweater-Cardigan	41	Socks	5
Tie/Bow Tie	4	Wind Breaker	48
Winter Parka	64	Trench Coat	120
Summer Cap	13	Winter Toque	13

New employees will be provided with the following, one time only, issue of clothing (value of 405 points):

- 2 pairs of trousers/slacks
- 1 pair bermuda shorts
- 3 shirts/blouses, short sleeved
- 3 shirts/blouses, long sleeved
- 1 sweater, long sleeved
- 3 pairs of socks
- 2 ties/bow ties
- 1 windbreaker
- 1 winter parka
- 1 summer cap
- 1 winter toque

Seasonal clothing items are to be worn in accordance with the Commission policy.

#### **19.4.1**

The current issue of clothing supplied by the Commission is to be worn only *on* duty or while going to and *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.

Concerns regarding the quality of the clothing issue will be discussed at Labour Relations Committee meetings and will be shared with the Purchasing staff for follow-up.

#### **19.5.1**

Coach Operators and Inspectors will be paid a dry cleaning allowance of \$175.00 per year effective March 1, 2003 to February 28, 2006.

### **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 will be provided by the Commission.

## **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.

### **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 upholstery 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 engaged 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 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 for Skilled Trades CFC and Skilled Trades licence fees for employees required by Management to hold such licenses.

### **21.3.6**

The Commission will provide Collective Agreements to employees within 90 days of ratification of Collective Agreement. If special books are required, the **cost** will be shared equally between the Commission and the Union. The Commission will also provide benefit booklets to each employee.

### **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 Commission employees will be made available.

### **21.3.12 WORKPLACE HARASSMENT**

The Union and the Commission recognize that workplace harassment is an unlawful employment practice in violation of the Ontario Human Rights Code.

Oshawa Transit and the Canadian Auto Workers Union are committed to the concept that it is essential to provide a work climate that respects the dignity and worth of individuals in an atmosphere free of intimidation or harassment.

It is the responsibility of each and every one of us to interact with one another in the spirit of decency, respect and supportiveness.

Complaints of alleged harassment by members of the Bargaining Unit will be handled with confidentiality by the Joint Anti Harassment Committee, consisting of members from the Bargaining Unit and Management.

Oshawa Transit Commission will adopt CAW Human Rights Policy.

### **21.3.13 SUSPENSION WITH PAY**

If an employee is suspected or charged with an offense under a law of Canada, or of a province or territory, or is

suspected of misconduct, the General Manager may suspend him/her with pay.

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

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

An employee will not use Commission issued credit cards, clothing, tools or equipment while suspended.

If an employee is convicted of an offense and sentenced to a term of imprisonment, the General Manager 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.

#### **21.3.14 CAW-CANADA LEGAL SERVICES PLAN**

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

### **21.3.15 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.

### **21.3.16 PARKING UPTOWN**

Parking uptown will be arranged by the Commission

### **21.3.17 SUCCESSOR RIGHTS**

a) Should the Oshawa Transit Commission sell or contract out all of **its** business to a successor employer, the Commission agrees that the successor employer will recognize the Union and apply the terms and conditions of this Agreement to the pari or all of the business in question.

b) The words “sell” and “business” have the meanings given them by the Legislature in the Ontario Labour Relations Act 1995.

c) In the event that the successor employer breaches the Collective Agreement, the Union agrees **that** the Commission **will** not be liable for damages in any such breach.

### **21.3.18 FITNESS FACILITY**

Covered by Letter of Understanding.

### **21.3.19 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.

### **21.3.20 WINTER HOLIDAYS**

Management will continue with existing policy.

### **21.3.21 JOB DESCRIPTIONS**

Management will provide job descriptions for the entire bargaining unit.

### **21.3.22 YEAR PER YEAR SERVICE FOR SENIORITY**

A five year cap will apply for layoffs only.

### **21.3.23**

Maintenance employees will have the ability to take four hours lieu time.

### **21.3.24**

Minutes of regular Commission meetings, public portion only, will be provided to the Union.

### **21.3.25**

Sick Days bank amount and Lieu Days amount will be provided to each employee on a semi-annual basis.

## **ARTICLE 22 PAY DAY**

### **22.1.1**

Pay day shall be every Thursday. Direct deposit is standard for all employees.

## **ARTICLE 23 DURATION OF AGREEMENT**

### **23.1.1**

This Agreement shall be construed as having come into force on the 1<sup>st</sup> day of March 2003 and shall continue in force up to and including the 28<sup>th</sup> day of February 2006 and thereafter, until terminated as hereinafter provided. Such termination may be effected on the 28<sup>th</sup> day of February 2006, 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**

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 1992 = 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 March 2003, June 2003, September 2003, December 2003, March 2004, June 2004, September 2004, December 2004, March 2005, June 2005, September 2005, December 2005 and March 2006.

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 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 March 2003 shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for December 2002, January 2003 and February 2003, exceeds the base.

The adjustment in June 2003 shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for March 2003, April 2003 and May 2003 exceeds the base.

The adjustment in September 2003 shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for June 2003, July 2003 and August 2003 exceeds the base.

The adjustment in December 2003 shall be one cent (1 cent) for each full .075 points that the average Consumer Price Index for September 2003, October 2003 and November 2003 exceeds the base.

The adjustment for March 2004 shall be inclusive of the adjustment for December 2003. 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 LONG TERM DISABILITY**

A summary of details is as follows:

- Vesting time will be unfrozen effective March 1, 1998 (not retroactive);
- 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 employee's 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;
- 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 employees on LTD.



## **ARTICLE 27 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 employs 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 objections. Union participation in such meetings will be compensated for by the Commission.

## **ARTICLE 28 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 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 problems 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.

In the event that a route is changed or eliminated, that does not cause a layoff or elimination of a position(s), the Commission will give three month's notice in writing to the Union.

### **SCHEDULE "A"**

When an employee below the rank of 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 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.

**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATE SCHEDULE**  
 March 1, 2003 – February 29, 2004  
 (\$.76 COLA rolled into base rate plus 1% wage increase)

<u>Classification</u>	<u>Hourly Rate \$</u>	<u>Classification</u>	<u>Weekly Rate \$</u>
Skilled Trades		Clerk	865.88
Lead Hand	27.71	3 <sup>rd</sup> 6 months	793.73
Mechanic T&S License	26.16	2 <sup>nd</sup> 6 months	721.58
Mechanic T or S License	25.78	1 <sup>st</sup> 6 months	649.43
Body Person	26.16		
Lead Hand Serviceperson	21.64	Administration	
Serviceperson/Tireperson	20.83	Transit Secretary	877.80
Serviceperson	20.42		
Student Serviceperson (90% of reg servp)	18.38	Relief Driver Trainer Premium Rate	\$1.20/hr
Stockkeeper	22.47	Inspector's Standby Rate	\$5.00/hr
Storeperson	22.47		
Cleaner	20.17	Coach Operators Training Students	\$0.25/hr
Inspector	24.96		
Relief Inspector	24.96	<u>Shift Premiums</u>	
Planning & Marketing Assistant	23.48	Evening Shift Differential- \$0.50 from 3:00 p.m. – 12:00 midnight	
1 <sup>st</sup> 12 months (90% of reg rate)	21.13		
Coach Operator	22.47	Night Shift Differential - \$0.60 from 12:00 midnight – 7:00 a.m.	
2 <sup>nd</sup> 6 months	22.09		
Probationary (Temp Rate)	21.67	Temporary employees paid fringe benefits in accordance with Employment Standards Act	
In Training (50% of probation rate)	10.84		
Student Coach Operator (90% of reg coach)	20.22		
In Training (50% of probation rate)	10.84		

**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATE SCHEDULE**  
 March 1, 2004 – February 28, 2005  
 (1% wage increase)

<u>Classification</u>	<u>Hourly Rate \$</u>	<u>Classification</u>	<u>Weekly Rate \$</u>
<b>Skilled Trades</b>		<b>Clerk</b>	874.54
Lead Hand	27.99	3 <sup>rd</sup> 6 months	801.67
Mechanic T&S License	26.42	2 <sup>nd</sup> 6 months	728.80
Mechanic T or S License	26.04	1 <sup>st</sup> 6 months	655.92
Body Person	26.42		
		<b>Administration</b>	
Lead Hand Serviceperson	21.86	Transit Secretary	886.58
Serviceperson/Tireperson	21.04		
Serviceperson	20.62		
Student Serviceperson (90% of reg servp)	18.56	Relief Driver Trainer Premium Rate	\$1.20/hr
Stockkeeper	22.69		
Storeperson	22.69	Inspector's Standby Rate	\$5.00/hr
Cleaner	20.37		
		Coach Operators Training Students	\$0.25/hr
Inspector	25.21		
Relief Inspector	25.21	<b>Shift Premiums</b>	
Planning & Marketing Assistant	23.71	Evening Shift Differential - \$0.50 from 3:00 p.m. – 12:00 midnight	
1 <sup>st</sup> 12 months (90% of reg rate)	21.34		
Coach Operator	22.69	Night Shift Differential- \$0.60 from 12:00 midnight – 7:00 a.m.	
2 <sup>nd</sup> 6 months	22.31		
Probationary (Temp Fate)	21.89	Temporary employees paid fringe benefits in accordance with Employment Standards Act	
In Training (50% of probation rate)	10.95		
Student Coach Operator (90% of reg coach)	20.42		
In Training (50% of probation rate)	10.95		

**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATE SCHEDULE**  
**March 1, 2005 – February 28, 2006**  
 (1% wage increase)

<u>Classification</u>	<u>Hourly Rate \$</u>	<u>Classification</u>	<u>Weekly Rate \$</u>
Skilled Trades		<b>Clerk</b>	883.29
Lead Hand	28.27	3 <sup>rd</sup> 6 months	809.69
Mechanic T&S License	26.68	2 <sup>nd</sup> 6 months	736.09
Mechanic T or S License	26.30	1 <sup>st</sup> 6 months	662.48
Body Person	26.68		
Lead Hand Serviceperson	22.08	Administration	
Serviceperson/Tireperson	21.25	Transit Secretary	895.45
Serviceperson	20.83		
Student Serviceperson (90% of reg servprsn)	18.75	Relief Driver Trainer Premium Rate	\$1.20/hr
Stockkeeper	22.92		
Storeperson	22.92	Inspector's Standby Rate	\$5.00/hr
Cleaner	20.57		
Inspector	25.46	Coach Operators Training Students	\$0.25/hr
Relief Inspector	25.46		
Planning & Marketing Assistant	23.95	<b><u>Shift Premiums</u></b>	
1 <sup>st</sup> 12 months (90% of reg rate)	21.55	Evening Shift Differential- \$0.50 from 3:00 p.m. – 12:00 midnight	
Coach Operator	22.92		
2 <sup>nd</sup> 6 months	22.53	Night Shift Differential- \$0.60 from 12:00 midnight – 7:00 a.m.	
Probationary (Temp Rate)	22.11		
In Training (50% of probation rate)	11.06	Temporary employees paid fringe benefits in accordance with Employment Standards Act	
Student Coach Operator (90% of reg coach)	20.63		
In Training (50% of probation rate)	11.06		

## **SCHEDULE "B"**

### **HOURS OF WORK FOR ALL EMPLOYEES OF THE MAINTENANCE DEPARTMENT**

**These are the general guidelines, but all personnel must work to the posted schedules.**

#### **Night Shift**

**All night shifts begin at 11:00 p.m. the night before the scheduled day.**

The hours of night shift are from 11:00 p.m. to 7:00 a.m., with a 20 minute paid lunch.

#### **Day Shift**

All day shifts are from 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid lunch.

#### **Evening Shift**

All evening shifts are 5:00 p.m. to 1:00 a.m., with a 20 minute paid lunch.

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

50<sup>TH</sup>  
ANNIVERSARY  
1937 - 1987

JOHN SINCLAIR  
President

CAW  TCA  
CANADA

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 & Cuke

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 grievor's the writer Al Morgan, Shop Steward
For the Commission:	Cal Cathmoir, Superintendent Art Jennings, Shop Foreman

The following was agreed upon between the parties:

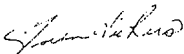
Contracting out of in-shop work would be kept in-plant unless an emergency situation arose. An emergency situation would be, for instance, needed mechanic and body work which would have an adverse effect on the Commission operation to maintain regular Service. It would be at this point that the Commission 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.

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


Yours truly,

A handwritten signature in black ink, appearing to read "Cord Vickers". The signature is written in a cursive style with a large initial "C".

**Cord Vickers, Chairman,  
Oshawa Transit Unir,  
Local 222. C.A.W.**

GV/sp  
caw1136





Oshawa Transit

710 Raleigh Ave.  
Oshawa, Ontario  
L1N 3T2

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

January 16, 1990

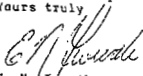
Mr. G. Vickers  
Chairperson  
Oshawa Transit unit  
Local 222, C.A.W.  
27 Cloverfield  
Group 26, Box 65  
BOWMANVILLE, Ontario  
L1C 4A6

Dear Mr. Vickers:

RE: GRIEVANCE ON CONTRACTING OUT. LUNDHILL & LUKE

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

Yours truly



E. N. Tweedle  
Manager of Transit

ENT:mk



**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  
L1G 4A6

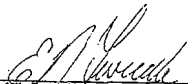
Dear Mr. Vickers:

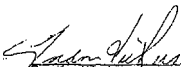
RE: FITNESS FACILITY - Transit

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. Tugedla  
Manager of Transit  
Oshawa Transit

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



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710 Raleigh Ave.  
Oshawa, Ontario  
L1H 3T2  
Telephone: 905-579-2471  
Fax: 905-579-1050

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March 7, 2001

## LETTER OF UNDERSTANDING

Mr. Ian Beattie, Unit Chair  
CAW Oshawa Transit Unit

Dear Mr. Beattie:

Re: Complaints from the Public

Further to discussions for the renewal contract between Oshawa Transit Commission and CAW, Local 222, Oshawa Transit Unit effective March 1, 2001, the following conditions outline the procedures for follow-up concerning complaint allegations received from the public against employees:

- to be valid, the complaint must be in writing; the complaint must be initiated within 21 calendar days of the incident.
- the Commission will thoroughly research the complaint by interviewing the complainant and the employee involved and obtaining information from witnesses, if applicable, in an effort to determine authenticity of the complaint and details of the allegation,
- if the results of the investigation favours the complainant and the matter is deemed to be of a severe nature, disciplinary action against the employee may be taken.
- if the disciplinary action is extreme, the employee may request relevant details of the investigation; the Commission will supply information with the proviso that it does not contravene the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990.

Page 2  
March 7, 2001

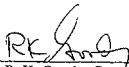
Mr. Ian Beanie, Unit Chair  
CAW Oshawa Transit Unit

The employee may obtain the information by following the rules as set out in the Act and its regulations (O.R. 22/96)

This letter supercedes the letter of Understanding dated March 19, 1992 and which formed pan of the previous collective agreement.



Ian Beanie, Unit Chair  
CAW Oshawa Transit Unit



R. K. Goody, General Manager  
Oshawa Transit Commission



710 Raleigh Ave.  
Oshawa, Ontario  
L1H 3T2  
Telephone. 905-579-2471  
Fax. 905-579-1050

March 7, 2001

## LETTER OF UNDERSTANDING

Mr. Ian Beattie, Unit Chair  
CAW Oshawa Transit Unit

Dear Mr. Beattie:

Re: Benefit Carrier – Green Shield Canada

With respect to discussions for the renewal contract between Oshawa Transit Commission and CAW, Local 222, Oshawa Transit Unit effective March 1, 2001, the following agreement has been reached:

OTC wishes to search the marketplace for various benefit suppliers as outlined in Article 13.2, sub-sections .1, .2, 5, .6, .7 and .8. Whereas the present carrier, Green Shield, is named specifically, the Commission is prohibited from researching costs for coverage of equal or better levels, it is agreed that the Union is willing to consider alternative sources. If through the search process a new, mutually agreed benefit supplier is selected, the Union is willing to waive the named Green Shield supplier as the supplier of choice and to accept coverage from the new carrier until the expiry date of the new contract or for a shorter time-frame as mutually agreed, but not less than one full year.

Ian Beattie, Unit Chair  
CAW Oshawa Transit Unit

R. K. Goody, General Manager  
Oshawa Transit Commission

## LETTER OF UNDERSTANDING

BETWEEN

OSHAWA TRANSIT COMMISSION

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) @ ITS LOCAL 222

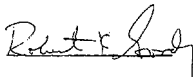
### RE: HUMAN RIGHTS IN-HOUSE TRAINING

The parties agree that in the event the CAW Human Rights Training Program is revised that the CAW will provide In-house training that will be delivered by both Management and the Union.

For the Union



For the Company



Date: 02 March 18

amop6iu343

**THIS AGREEMENT** becomes operative when signed by the duly authorized representatives of Oshawa Transit Commission and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), and its Local 222.

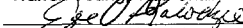
In Witness Whereof the parties hereto have affixed the signature of their proper officers in execution of this Agreement.

Dated at OSHAWA, this 17<sup>th</sup> day of March 2003

**OSHAWA TRANSIT COMMISSION**

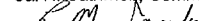
  
\_\_\_\_\_  
Nester Pidwerbecki, Chair


  
\_\_\_\_\_  
Warren Young, Vice Chair


  
\_\_\_\_\_  
Councillor Joe Kolodzie

  
\_\_\_\_\_  
Councillor Louise Parkes


  
\_\_\_\_\_  
Cal H. Cathmor, Commissioner


  
\_\_\_\_\_  
Larry Jacula, Commissioner


  
\_\_\_\_\_  
Andrew Lauer, Commissioner

  
\_\_\_\_\_  
Gary D. Noakes, Interim General Manager  
& Supervisor of Operations


**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW -  
CANADA), AND ITS LOCAL 222**

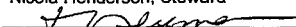
  
\_\_\_\_\_  
Michael Shields, President

  
\_\_\_\_\_  
Mike Reuter, National Representative

  
\_\_\_\_\_  
John Johnson, Chairperson

  
\_\_\_\_\_  
Brian Steeves, Vice-Chairperson

  
\_\_\_\_\_  
Nicola Henderson, Steward

  
\_\_\_\_\_  
Ted Neuman, Steward