



COLLECTIVE AGREEMENT

BETWEEN

DURHAM REGION TRANSIT COMMISSION

AND

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

LOCAL 222

MARCH 1, 2006 - FEBRUARY 28, 2009

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THIS COLLECTIVE AGREEMENT made in duplicate this 29th day of October, 2006.

BETWEEN

DURHAM REGION TRANSIT COMMISSION

Hereinafter referred to as the "Commission"

- and -

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

Hereinafter referred to as the "Union"

NEGOTIATED SETTLEMENT

October 29, 2006

March 1, 2006 to February 28, 2009

ARTICLE 1 GENERAL

1.01 Purpose

The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between Durham Region Transit Commission ("the Commission") and its employees in the provision of transit services, and to provide for the prompt and equitable disposition of grievances and to establish and maintain working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 RECOGNITION

2.01 The Commission recognizes the Union as the sole bargaining agent for all employees of the Commission in the Regional Municipality of Durham, save and except for financial analysts, marketing assistants, planning and marketing assistants, administrative assistants, inventory control analysts, transit contract administrators and corporate services coordinators, supervisors/managers, and persons above the rank of supervisor/manager.

2.02 In the event a new classification is established in "Schedule A" during the life of this agreement, the Commission and the Union shall meet to discuss the appropriate wage rate. If the parties are unable to agree on the rate then the Union may file a policy grievance and the Arbitrator shall have the authority to decide the rate and to award any retroactivity for that rate, if applicable.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of transit services and direction of the working forces are fixed exclusively in the Commission and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Commission to:

- (a) Maintain order, discipline and efficiency; hire, retire, assign, direct, promote, demote, classify, layoff, recall; and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (b) Determine the nature and kind of business conducted by the Commission, the methods and techniques of work, the schedules of work, number of personnel to be employed, to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Commission which shall remain solely with the Commission;
- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (d) Have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

3.02 These rights will not be exercised in a manner that is inconsistent with this Agreement.

ARTICLE 4 CHECK OFF OF UNION DUES

4.01 All employees to whom this Agreement applies 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.

4.02 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 two pay periods ending on or after the first day of the month, and the total amount so deducted remitted to the Union not later than the 15th of the following month. The Union will inform the Commission in writing of the amount to be deducted for each employee and the name of the person responsible for receiving the funds on behalf of the Union. When

changes occur in dues deductible, 30 days' notice shall be given to the Commission before such changes become effective.

4.03 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 and/or initiation fees.

4.04 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 5 UNION REPRESENTATIVES

5.01 Committee Persons

The Commission recognizes that there shall be one Unit Chairperson and representation as follows:

For each Division:

One Committee Person – Specialized Services Department

Two Committee Persons – Operations Department and Support Services Department

Two Committee Persons – Maintenance and Equipment Department (one of whom shall be a Skilled Trades person)

One of the above five Committee Persons shall be elected as the Divisional Vice-Chairperson.

5.02 For each Committee Persons there shall be an alternate Committee Person elected.

5.03 The Union will submit the names of the Committee Persons and the Alternate Committee Persons for all Committees, in writing, to the Commission within 30 days of their election/appointment.

5.04 Bargaining Committee

- (a) During the formal contract negotiations with the Commission, the Union may be assisted by a National Representative and President of the Local Union and may be represented by a Committee of six persons and the Unit Chairperson.
- (b) During negotiations for renewal of this Collective Agreement, the Commission will pay the daily straight time wages of the employees on the Bargaining Committee.

5.05 Management Union Objectives Committees

- (a) The Divisional Management Union Objectives Committee shall be comprised of the Divisional Managers, a representative from Human Resources, the Unit Chairperson and the five Committee Persons, which shall include the Divisional Vice Chairperson, for that particular Division. This Committee shall meet bi-monthly.
- (b) The Senior Management Union Objectives Committee shall be comprised of the General Manager, the Deputy General Managers of each Department, a representative from Human Resources, the Unit Chairperson, and the Divisional Vice-Chairpersons, and if necessary the National Representative and the Local President. This Committee shall meet bi-monthly on the opposite month of the above Committee.
- (c) The purpose of these meetings shall be to discuss the Commission and the Union's shared mutual objectives of increasing ridership, improving transit service, providing an efficient and effective transit service and increasing the standard of living for the Commission's employees. These objectives are a benefit to the CAW, the Commission and our community.

5.06 Union Leaves

Leaves of absence, without payment of wages, insofar as the operation of the Commission's system will permit, shall be granted to a maximum of three duly appointed Union delegates to attend any particular union related 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 wages in the calendar month. The above Article shall apply for a maximum of four conventions per calendar year.

5.07 The Unit Chairperson and the Committee persons will be allowed to meet for eight consecutive hours without pay in a calendar month, provided they give the Commission 48 hours' notice.

5.08 Union officials, who have requested and have been granted permission by their Supervisor, may leave their work place to conduct legitimate Union business during their working hours. They shall report back to their Supervisor upon the completion of such business.

5.09 Union officials, who are required by the Commission to attend at work outside of their normal hours of work to perform legitimate Union business, shall be paid at straight time or bank such time at the union official's option. Such officials shall report to the appropriate Supervisor at the start of and completion of such business in order to receive such compensation.

5.10 In following the steps of the Grievance Procedure, the Commission shall pay the grievor and up to two Union officials for any time spent in meetings with the Commission should the meeting occur outside of their normal workday.

5.11 Union Education

Subject to operational requirements, a leave of absence without pay for the purposes of Union education will be granted for a maximum of twelve weeks per calendar year for the entire bargaining unit. The written notice requesting such leave must be received by the Commission four weeks before the start of the leave.

5.12 Paid Education Leave

The Commission agrees to pay into a special fund, three (3) cents per hour per employee for the total number of employees, for the purpose of providing paid education leave. Such monies are to be paid on quarterly basis into a trust fund established by the National Union, CAW-Canada, and sent by the employer to:

CAW Education Leave Training Trust Fund
P.O. Box 897
Port Elgin, Ontario, NOH 2C5

ARTICLE 6 UNIT CHAIRPERSON AND DIVISIONAL VICE-CHAIRPERSON

6.01 (a) The Unit Chairperson and the Divisional Vice-Chairpersons will work on an existing shift for his/her classification that provides the maximum number of hours that would be consistent with consecutive standard office hours, Monday to Friday. New shifts will not be created to accommodate this schedule.

(b) This will be handled as follows:

- i) If the Unit Chairperson or Divisional Vice Chairperson comes from Operations, he/she will have first pick of the posted assignments.
- ii) If the Unit Chairperson or Divisional Vice Chairperson comes from Maintenance and Equipment, he/she is a:
 - A. Skilled Tradesperson, he/she will be removed from the rotating shift schedule and placed on a steady day shift, Monday to Friday.
 - B. Serviceperson, he/she will have first pick from the posted shift schedule.

6.02 When the employee is no longer the Unit Chairperson or the Divisional Vice-Chairpersons, he/she reverts to the regular signing procedure in his/her classification for shift selection.

6.03 In a downsizing situation only, the Commission recognizes the Unit Chairperson and then the Divisional Vice Chairpersons, (by seniority) as having the highest seniority in the bargaining unit, resulting in his/her being the last person to be displaced.

6.04 DRT Paid Unit Chairperson

DRT agrees to pay the Unit Chairperson's salary at the salary level of the classification that the Chairperson vacated. The Chairperson shall have the same entitlements as a regular employee under the Collective Agreement. The Unit Chairperson shall not carry over any unused vacation entitlements when he/she returns to the bargaining unit.

ARTICLE 7 DEFINITIONS

7.01 Regular Employee

The term "regular employee" shall mean a person employed in a permanent full-time position who normally works at least 40 hours per week and who has satisfactorily completed the probationary period of employment.

7.02 Part-time Employee

The term "part-time employee" shall mean a person employed in a permanent position that consistently is scheduled less than 40 hours per week averaged over the calendar year and who has satisfactorily completed the probationary period of employment.

7.03 Student

The term "student" shall mean a person enrolled in a post-secondary educational institution. Students will be hired for the purpose of covering vacation entitlements during prime times such as summers and Christmas periods in all departments. Students shall be on probation for the period of their employment.

7.04 Temporary Employee

The term "temporary employee" shall mean a person hired to perform work:

- a) that does not exceed six consecutive months;
- b) to replace an employee during maternity/parental leave which shall not exceed the duration of the leave plus applicable training time; or
- c) to replace an employee on leave of absence in accordance with Article 17, which shall not exceed twelve months plus applicable training time.

- d) If mutually agreed by the Commission and the Union a period of temporary employment may be extended by a further period of up to six months, Seniority rights shall not apply during temporary employment, but should the employee be taken on permanent staff, his/her seniority shall date back to the first day of continuous service with the Commission.
- e) All temporary employees whose employment is extended beyond six months shall be eligible to receive the appropriate benefits pursuant to Article 42 as provided by the Commission.

7.05 Probationary Employee

All new hires must begin as a probationary employee and successfully pass a probationary period. The probationary period shall be for 1040 hours worked. Probationary employees are not regular employees. Upon successful completion of the probationary period, employees shall be credited with seniority from the date of hire.

7.06 Crew

A work week schedule of assignments identified and organized by the Deputy General Manager, Operations or designate.

7.07 Spare Board

A work week schedule of daily assignments that supplements the crew assignments as directed by the Deputy General Manager, Operations or designate.

7.08 Work Week

A period of seven days, inclusive of rest days beginning at 12.01 am on Sunday morning.

7.09 Straight Time Rate

The hourly rate from "Schedule A" assigned to the particular classification held by the employee.

ARTICLE 8 NO DISCRIMINATION

8.01 There shall be no discrimination, restraint or coercion against any employee by the Commission, the Union or any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability in accordance with the Ontario *Human Rights Code*.

8.02 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 9 GRIEVANCE PROCEDURE

9.01 Definition

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.

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.

9.02 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 five days to respond,

9.03 Individual or Group Grievance

Employees, with the assistance of the Committee Person, may proceed to file a grievance, in writing which includes the sections of the collective agreement that were allegedly violated and the nature of the grievance, within five days of the receipt of the response if unsatisfied with the Supervisor's decision.

9.04 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 Committee Person. The Supervisor will respond in writing within five 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.

9.05 Step 2

A hearing will be held by the appropriate Manager or his designate within five days of receipt of the grievance being forwarded to the second step. The

grievor will be accompanied by the Unit Chairperson and no more than one other Union representative.

The Manager will respond in writing within five days of the hearing.

The Union may proceed to the next step within five days of the receipt of the Step 2 response if unsatisfied with the decision.

9.06

Step 3

A hearing will be held by the Commissioner of Human Resources or his designate within five days of receipt of the grievance being forwarded to the third step. The grievor will be accompanied by the Unit Chairperson and no more than two other Union representatives. At this and subsequent steps, the Union may be assisted by the National Representative of the Union and/or President of the Local Union.

A written response will be given within five days by the Commissioner of Human Resources to the Union.

9.07

Policy Grievance

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 the Union to file a Policy Grievance arising from circumstances, of which they were not aware, shall not be considered precedent setting.

The Union, if not satisfied with the response at Step 2, may take a Policy Grievance to Step 3 within five days at the receipt of the Step 2 response. The regulations in Step 3 will prevail.

9.08

Commission Grievance

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.

9.09

Time Limits

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.

9.10 For the purposes of this Article and the Arbitration Article, the word “days” shall exclude Saturday, Sunday, Paid Holidays and any days where the grievor is on vacation.

ARTICLE 10 ARBITRATION

10.01 If no settlement of the matter at issue can be reached at Step 3, then the initiating party, the Commission or the Executive Board/Unit Chairperson, may refer within 10 days after receipt of the decision received from the Commission or Union, the outstanding issues to a single arbitrator or in accordance with Section 48 of the *Labour Relations Act* for the final and binding settlement, without stoppage of work.

10.02 The Parties agree to use the following list of four 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:

Kevin Burkett, Gail Brent,

W. B. Rayner, Robert 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.

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

10.04 An arbitrator does not have the jurisdiction or power to add to, amend, or delete any part of this Agreement.

ARTICLE 11 DISCIPLINE

11.01 Sunset Clause

Discipline shall be removed from the personnel file after a period of eighteen months.

11.02 The Commission shall use all reasonable efforts to obtain an appropriate Union Committee Person to be in attendance at a meeting where an employee is to be disciplined.

The Union shall receive a copy of all discipline given to employees.

ARTICLE 12 SUSPENSION OF LICENSES AND QUALIFICATIONS

12.01 (a) 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.

- (b) 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.
- (c) In the event that an employment qualification of an employee is lost or temporarily suspended, the Commission may place the employee in an available position for which the employee has the required qualifications. The rate of pay shall be applicable to the position in which the employee is placed.

ARTICLE 13 SENIORITY

13.01 Probationary Period

The parties recognize that a probationary period provides the Commission with an opportunity to monitor and consider the suitability of an employee. Where the Commission determines that a probationary employee is not suitable for employment, it may terminate the employment relationship at its sole discretion. The probationary employee has no recourse to the grievance or arbitration process except where it is alleged that the Commission acted in a manner that was arbitrary, in bad faith or in violation of the Ontario Human Rights Code.

13.02 Seniority Rights

Seniority shall be calculated on a Commission wide basis. The Commission recognizes the service and seniority accrued under the former municipalities prior to the amalgamation.

13.03 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have been terminated if:

- (a) he/she quits his/her employment;
- (b) he/she retires;
- (c) he/she is discharged and such discharge is not reversed through the grievance or arbitration procedure;
- (d) he/she has been laid off for a period in excess of 36 months;

- (e) he/she is absent from scheduled work for a period of three consecutive working days without notifying the Commission of such absence and providing a satisfactory reason;
- (f) he/she uses an authorized leave of absence for a purpose other than the one it was granted for.

13.04 If an employee accepts a transfer to a permanent or temporary position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit up to a maximum of twelve calendar months from starting in the position. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining unit. An employee who has returned to the bargaining unit shall not leave the bargaining unit on a temporary basis for six months following his/her return. If an employee is outside the bargaining unit for more than one year or transfers during the six month period immediately following his/her return to the bargaining unit, he/she shall lose his/her seniority.

ARTICLE 14 JOB POSTING

14.01 Notice of job openings, permanent, temporary, or newly created, in any of the classifications in Schedule "A" and 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.

14.02 Commission Employees who apply at the time of such notice are to have preference in filling the vacancy.

14.03 Seniority shall always be given utmost consideration in making promotions, demotions, and transfers, and when skill and ability are relatively equal, seniority will prevail.

14.04 When no full-time applicant or transferred temporary applicant has the skills and abilities for the posted position, the Commission shall consider part-time applicants, temporary applicants and then outside applicants.

14.05 When required, the Commission shall personally interview each applicant for the position. If requested by the employee, notification of the reasons why an employee failed to receive any appointment shall be given in writing by the General Manager or his/her designate.

14.06 The Commission shall post on the bulletin boards the name of the successful applicant. Management will endeavour to fill the position within 30 days of the notice of the award.

- 14.07**
- (a) An employee who has successfully applied for a job vacancy shall serve a trial period of sixty (60) working days which may be extended for another sixty (60) working days by mutual agreement between the Union and the Commission.
 - (b) During this period, at the employee's option, or where he/she is deemed unsatisfactory by the Commission in the position, he/she will be returned to his/her former position without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her original position without loss of seniority. The return to the original positions would take place within twenty (20) days.
 - (c) The Commission may fill any vacancy resulting from Article 14.07(b) by appointing the next candidate pursuant to Article 14.03 without repeating the original competition.

14.08 When the Commission is posting one position, it may also post the successive probable resulting job vacancies which it projects will result from the movement of the projected successful applicant into the original job vacancy. The probable job vacancy postings results will then be used to fill the subsequent vacancies if the Commission correctly predicted the location of the vacancy caused by the successful applicants. If the Commission prediction was incorrect then the normal job posting will be undertaken.

14.09 Any person applying for the Truck and Coach Apprentice classification position must be a registered apprentice from an educational institution that has the ability to certify the apprentice.

14.10 When an employee has posted into a Division, then that Division becomes the employee's home Division.

14.11 Where a part-time employee posts into a full-time position, he/she shall not carry his/her seniority into the new position but will retain the seniority if he/she returns to a part-time position. Where a full-time employee posts into a part-time position, he/she shall not carry his/her seniority into the new position but will retain the seniority if he/she returns to a full-time position. In either situation, his/her service shall continue.

ARTICLE 15 LEAD HAND, DRIVER TRAINER AND RELIEF DUTIES

- 15.01**
- (a) The Commission shall use the job posting provisions in Article 14 to determine the employee who will fill the Driver Trainer or relief duties.
 - (b) A Lead Hand, who shall be the senior person on the shift, shall be paid a premium of \$2.00 per hour in addition to his/her straight time hourly rate for all hours worked as a Lead Hand.
 - (c) A Driver Trainer shall be paid a premium of \$2.00 per hour in addition to his/her straight time hourly rate for all hours worked as a Driver Trainer.

- (d) An employee performing relief duties shall be paid at the rate of the classification in which he/she is relieving in.

ARTICLE 16 LAY OFFS

- 16.01** The principle governing lay offs is the last employee hired is the first employee laid off. The affected employee can bump a less senior employee provided the employee has the job skills and can perform the job to the satisfaction of Management.
- 16.02** Any person bumped out of a position will be offered first right of refusal to that position, should it become vacant. The order of layoff shall be student, probationary, temporary, part-time, and then full-time.
- 16.03** 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 36 months 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 36 months shall start work with no seniority.

ARTICLE 17 LEAVE OF ABSENCE

- 17.01**
 - (a) The Commission may grant regular employees a leave of absence for personal reasons, for up to twelve (12) consecutive months, without pay and without loss of seniority or occupational classification, to any employee requesting such leave. Requests for such leaves of absence shall be in writing and each case to be dealt with on its merit.
 - (b) All leaves of absence shall be requested in writing not less than two (2) weeks in advance of the required leave. A written reply shall be given within five (5) days of such request.
 - (c) Except as otherwise stated, a regular employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
 - (d) Insured benefits shall only be continued for leaves of absence of less than one month. Extension of insured benefit coverage is available to employees on a leave of absence in excess of one month provided one hundred percent of the total required contribution is paid monthly by the employee in advance of the beginning of every month.

ARTICLE 18 JURY DUTY

- 18.01**
 - (a) 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.

- (b) 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.

ARTICLE 19 PUBLIC OFFICE

- 19.01** 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's seniority and service will be frozen for the length of the leave. When the leave is over, the employee will be reinstated to his/her former job at the current rate of pay, provided he/she is able to do the job. At the employee's election, the employee must pay the full cost of the employee and employer pension contributions at the end of each calendar year.

ARTICLE 20 UNION LEAVE

- 20.01** The Commission may grant a leave of absence to a regular employee without pay or insured benefits and without loss of accrued seniority or occupational classification to any employee to serve in a full-time paid position with the CAW or any Provincial or National body with which the Union is affiliated. If the Regular Employee is eligible and chooses to continue OMERS contributions, the Commission shall make matching contributions.

ARTICLE 21 BEREAVEMENT

- 21.01** (a) When death occurs in an employee's immediate family, as defined below, the employee on request, will be excused with pay at the regular wage rate for five normally scheduled working days of his/her choice at the time of death or the funeral.
- (b) 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.
- (c) When death occurs in an employee's extended family, as defined below, the employee on request, will be excused with pay at the regular wage rate for three normally scheduled working days of his/her choice at the time of death or the funeral.
- (d) The extended family for the purpose of this paragraph is defined as including: Grandmother, Grandfather, Grandchild, Sister-in-law, Brother-in-law.

(e) The definition of spouse shall be in compliance with the Ontario *Human Rights Code*.

ARTICLE 22 PREGNANCY LEAVE

22.01 The Commission agrees to comply with the requirements of the *ESA 2000* for leaves,

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

22.03 The employee must give the employer:

- a) At least two weeks written notice of the date the leaves is to begin; and
- b) A certificate from a legally qualified medical practitioner stating the expected birth date.

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

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

22.06 A regular employee who is on pregnancy leave as provided under this Article who has applied for and is in receipt of Employment Insurance pregnancy benefits, pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-eight percent (78%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period. Receipt by the Employer of the employee's Employment Insurance cheque stub shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The regular employee's normal earnings shall be determined by multiplying her straight time hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

ARTICLE 23 PARENTAL/ADOPTION LEAVE

23.01 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.

23.02 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.

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

23.04 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.

ARTICLE 24 BENEFITS DURING PREGNANCY AND PARENTAL LEAVE/ADOPTION LEAVE

24.01 During pregnancy leave or parental/adoption leave, an employee continues to participate in each type of benefit plan, with the exception of LTD. The employer continues to pay its share of the premiums for any of these plans, with the exception of LTD. The employee shall be entitled to OMERS unless he/she elects in writing not to do so. Credits continue to accrue towards seniority, service and length of employment for an employee on pregnancy or parental/adoption leave.

24.02 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.

ARTICLE 25 HOURS OF WORK

25.01 It is expressly understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and computing overtime and shall not be considered a guarantee as to the hours of work per day or per week, the days of work per week, or the scheduling of such hours.

25.02 Support Services Department Hours of Work

- (a) This section applies to all regular employees classified as Support Services in Schedule "A", excluding the Stores Person.
- (b) Regular employees shall be scheduled in shifts of five (5) days per week equalling a total of forty (40) hours of paid work each week. Each normal work day shall be nine (9) hours in duration which includes a one (1) hour unpaid lunch.
- (c) These regular employees shall be entitled to two rest periods during an eight hour shift of not more than 15 minutes duration each.

25.03 Operations Department Hours of Work for Conventional Operators

- (a) This section applies to all regular employees classified as Operations in Schedule "A" of this Agreement.
- (b)
 - (i) Regular employees shall be scheduled in shifts of five days per week equalling a minimum of forty hours of paid work each week.

- (ii) Regular employees on regular assignments shall be paid a minimum of eight hours for each days' signed work. The number of hours in the signed work shall be computed from the scheduled reporting time until completion of the work excluding time off periods in excess of twenty minutes between tours of duty.
- (iii) 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.
- (iv) The meal break shall be a minimum thirty minute unpaid period in addition to the eight hours of work. Where the Commission requires the regular employee to remain on duty during the meal break, the break shall be a thirty minute paid break within the eight hours of work.

(c) **Report Time**

The report time will consist of ten minutes to perform a pre-trip inspection plus five minutes to perform a post trip inspection, if required. These times shall be built into all the appropriate crew guides when applicable.

- (d) 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.
- (e) Conventional Operators must have eight hours off work between the finish of any assignment and the start of the next day's assignment.

25.04

Specialized Services Department Hours of Work

- (a) This section applies to all regular employees classified as Specialized Services in Schedule "A".

(b) **Hours of Work**

A regular employee shall be scheduled in shifts of five days per week equalling a minimum of forty hours of paid work each week. Each day shall total eight hours of work.

- (c) While seniority shall be accrued across both Operations Department (Conventional and Specialized Services), Specialized Service Operators shall not be displaced by Conventional Operators. Where there is a vacancy in the Specialized Services Department, it shall be filled pursuant to the Job Posting provisions of this Agreement.

- (d) The report time for Specialized Services Operator will consist of ten minutes to perform a pre-trip inspection plus five minutes to perform a post trip inspection, if required. These times shall be built into all the appropriate crew guides when applicable.
- (e) During an eight hour shift, these regular employees shall be entitled to two paid rest periods of not more than 15 minutes duration each or one paid 30 minute rest period.

25.05 Maintenance and Equipment Department Hours of Work

- (a) This section applies to all regular employees classified as Maintenance and Equipment in Schedule "A", including Stores Person.
- (b) Hours of Work
 - (i) A regular employee shall be scheduled in shifts of five (5) days per week equalling a total of forty (40) hours of paid work each week. Each day shall be eight and one half (8 1/2) hours including a half-hour (1/2) unpaid lunch.
 - (ii) Notwithstanding the above, regular employees who are required to be available to perform duties during the afternoon, night and weekend shifts shall be paid for a thirty minute lunch break. They shall work for seven and a half hours and be paid eight hours for each of these shifts.
 - (iii) Notwithstanding the above, regular Skilled Trades person lead hands employed when there is no member of management present in the workplace shall receive a paid lunch.
- (c) These regular employees shall be entitled to two paid rest periods during an eight hour shift of not more than 15 minutes duration each.

ARTICLE 26 REST DAYS

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 operational requirements.

ARTICLE 27 OVERTIME

- 27.01** Overtime, which has been authorized by a supervisor, shall be one and one-half (1 1/2) times the straight time rate for all hours in excess of eight hours or a normal workday, whichever is greater.

- 27.02** When the Commission decides that overtime is required such work will be offered to qualified employees within the job classification in the Division in which overtime is required and who normally perform the work.
- 27.03**
- (a) 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 Operators have been obtained using the rotating roster for overtime work, the work will be covered in accordance with the following procedure.
 - (b) The master Seniority List will be used in selecting the junior employee in that classification when it is necessary to have an Operator work an overtime assignment when he/she does not wish to do so.
 - (c) When it is determined by management that none of the available Operators wish to take the assignment, then the junior 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, then the next senior employee will be contacted.
 - (d) **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.
 - (e) Overtime work already allocated may be changed by management provided the change is acceptable to the employee or employees involved in the change.
 - (f) A Union representative will be advised of any emergencies.
- 27.04** The parties agree that the existing overtime distribution practices in Maintenance and Equipment Departments in Durham East and Durham West shall continue.
- 27.05** For overtime caused by events beyond the control of the Commission, or caused by an employee absence characterized by little or no notice, the Commission may offer such overtime to an employee who is already onsite, seniority notwithstanding.
- 27.06** Overtime shall be considered voluntary provided that if sufficient qualified employees who regularly perform the work do not volunteer to enable the Commission to maintain the scheduled service, the Commission may require, within the classification and Division, the most junior Part-Time employee, then Temporary employee, then Regular employee, within the particular Division (or East and West in Specialized Services Department), who possesses the appropriate qualifications in reverse order of seniority to work overtime.

27.07 Banked Overtime

- (a) All regular 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.
- (b) Regular employees must indicate if they wish to bank overtime for this purpose by the end of January of each year. Regular employees may opt out at any time during the calendar year in which the overtime is being accumulated, but may not after December 31st of that year.
- (c) 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.
- (d) With the exception of employees in the Maintenance and Equipment Department, time off **will** be taken in five consecutive days with no breakup into individual days.
- (e) 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.
- (f) 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.

27.08 All Spare Board Operators will be paid at the rate of two times their regular rate of pay for all work performed after a spread time of 12 hours. All Conventional Operators will be paid at the rate of two times their regular rate of pay for all work performed after a spread time of 14 hours. "Spread time" 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.

ARTICLE 28 SIGN-UP PROCEDURE

28.01 Conventional Operations

(a) Board Period – a two month period as follows:

January	-	February
March		April
May		June
July	-	August

September - October
November - December

The parties recognize that a Board Period will begin on the first Monday of the new Board Period. It is also recognized that the Board Period for the summer months (July – August) shall be a ten week period.

- (b) (i) All Conventional Operator sign-ups shall be done by Division at either the Durham West facility or the Durham East facility.
- (ii) The Commission will post one Sign-Up for each Board Period for each Division. The sign-up shall contain a list of crews and will contain a Spare Board.
- (iii) The Commission will post a current seniority list of all employees in the Division with the Sign-Up at each location.
- (iv) Regular Operators in each Division shall sign-up in order of seniority. Temporary, (and then Students, if applicable) and then Part-time will be permitted to sign for open work that is remaining, in seniority order, following Regular Operator signups.
- (v) The sign-up shall start at least twenty-one (21) days prior to the commencement date of the applicable Board Period.
- (vi) Operators shall be allotted up to twenty minutes, unpaid time, to make their pick selection.
- (vii) Operators unable to attend will be allowed to leave written choices,
- (viii) Operators who do not sign-up during the designated period or do not leave choices will be assigned a crew by the Union Representative monitoring the process according to available and similar previously selected work with the following priorities applied: (i) days **off**; (ii) start/finish times; and (iii) route.
- (ix) Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned to the Spare Board pending the next period of Sign-Ups.
- (x) Vacancies, or additional work not known at the time of the sign-up, which occur between periods of Sign-Ups will be filled by the Spare Board or through the use of the Part Time employees.
- (xi) An Operator who signs for or is assigned to an assignment, must remain on such assignment until the end of the current Board Period.
- (xii) Operators shall complete their assignments as they appear in the

assignment book, including the route and time allowed, unless there is proper authorization to do otherwise.

- (xiii) 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.
 - (c) (i) Assignment sheets of Spare Board work shall be posted at the employee's location not later than 2:00 pm each day for the following day, except that Monday's assignment sheet shall be posted not later than 4:00 pm on Friday.
 - (ii) 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.
 - (iii) Employees whose names appear thereon must personally sign for such work before midnight on that day, except for employees whose day's work is completed in a location other than his/her Division property or are on vacation or sick leave or leave of absence, may telephone the office at the employee's location between the hours of 2:00 pm and 4:30 pm to obtain their assignment for the following day.
 - (iv) Employees who are on duty until after midnight must sign before going home after the completion of their day's work.
- (d) Operators who miss their assignments shall be placed on the Spare Board for that day as per Article 28.01(c).

28.02

Specialized Services

- (a) Board Period – a two month period as follows:

January		February
March		April
May	-	June
July	-	August
September	-	October
November	-	December

The parties recognize that a Board Period will begin on the first Monday of the new board period. It is also recognized that the Board Period for the summer months (July – August) shall be a ten week period.

- (b)
- i) Specialized Services Operator sign-ups shall be done at the Durham West and Durham East facility.

- ii) The Specialized Services sign-up will only determine the location where the vehicle will be picked up/dropped off by the Operator at the beginning of the shift. It does not in any way restrict the assignment of work to a geographical area within Durham Region during the shift.
- iii) The Commission will post a Sign-Up for each Board Period for Specialized Services at each location.
- iv) The Commission will post a current seniority list of **all** employees in the Specialized Services with the Sign-Up.
- v) Specialized Services Operators shall sign-up in order of seniority. Temporary, (then Students, if applicable) and then Part-time Operators will be permitted to sign for open work that is remaining, in seniority order, following Specialized Services Operator signups.
- vi) The sign-up shall start at least twenty-one (21) days prior to the commencement date of the applicable Board Period.
- vii) Specialized Services Operators shall be allotted twenty minutes, unpaid time, to make their pick selection.
- viii) Specialized Services Operators unable to attend will be allowed to leave written choices.
- ix) Specialized Services Operators who do not sign-up during the designated period or do not leave choices will be assigned a crew by the Union Representative monitoring the process.
- x) Specialized Services Operators who resume duty following an authorized leave of absence or other absence and **who** do not hold an assignment will be assigned work by the Deputy General Manager of Specialized Services.
- xi) Vacancies or additional work not known at the time of the sign-up which occur between periods of Sign-Ups will be filled through the use of the Part-Time employees.
- xii) A Specialized Services Operator who signs for or is assigned to an assignment, must remain on such assignment until the end of the current Board Period.
- xiii) An employee failing to appear for his/her original assignment will be assigned work by the Deputy General Manager of Specialized Services and shall have the eight-hour guarantee cancelled and shall be paid only for time worked.

28.03 Special Sign Up

- (a) In the case of special sign-ups such as Thanksgiving, or Christmas Holidays, etc. the Commission will post the “blocking list” for all employees 21 days prior to the date of signup, if applicable.
- (b) Regular Conventional Operators will only select a single conventional crew in accordance with the blocking list.
- (c) Regular Specialized Services Operators will only select a single Specialized Services crew in accordance with the blocking list.
- (d) Temporary, Part-time, and then Students (if applicable) Operators will then select any remaining open work within their own Department (conventional or specialized services).
- (e) If additional work remains available, regular employees shall be offered the work as overtime and then the junior employee will be assigned the work if it is still available.

28.04 Vacation Relief Sign-Up

At the discretion of the Deputy General Manager, Operations, or designate and subject to operational needs, a vacation relief sign-up may also be made available.

28.05 Maintenance and Equipment Department

- (a) All sign-ups shall be done at the location in which the employee works and, once signed, they shall remain for the duration of the Board Period.
- (b) Board Period – a two month period as follows:

January	-	February
March	-	April
May	-	June
July	-	August
September	-	October
November		December

The parties recognize that a Board Period will begin on the first Monday of the new board period. It is also recognized that the Board Period for the summer months (July – August) shall be a ten week period.

Notwithstanding the above, the sign-up for Regular Skilled Trades shall follow the same process as existed immediately prior to the ratification of this collective agreement.

Any new Division established by management shall have a sign-up process as determined by the Commission.

- (c) The Commission will post one Sign-Up for each Board Period. The sign-up shall contain shifts of 40 hours of work per week.
- (d) The Commission will issue and post a current seniority list of all employees accompanied by a copy of the Sign-Ups at least twenty-one (21) days prior to the date of signing. The selection of work for the listed period shall be by seniority.
- (e) Employees shall only sign up for shifts within their classification.
- (f) Employees who fail to sign up for work shall be assigned to a shift by the Union Representative who is assisting in the scheduling.
- (g) Employees who resume duty following an authorized leave of absence or other absence will be assigned a shift at the sole discretion of the Deputy General Manager of the appropriate Department.
- (h) An employee who signs for or is assigned to an assignment must remain on such assignment until the end of the current Board Period.
- (i) Employees unable to attend will be allowed to leave written choices.
- (j) Included in the sign up will be shifts for the Swing Mechanics. In addition to being assigned to a Division, they may also be assigned to work at any location in the Department, for a minimum of one week, as directed by the Deputy General Manager, Maintenance and Equipment or his designate. The Swing Mechanic will be guaranteed a normal work week of 40 hours per week, but will not be eligible to receive mileage for travel between the various work locations in the Region.

ARTICLE 29 CREW OR SHIFT EXCHANGES

29.01

Approved exchange of crews/shifts will be permitted as long as the following conditions are met:

1. Crew/shift exchanges do not apply to open or unassigned work. They are intended to be between two (2) employees desiring to exchange working hours. Exchanges are not intended to be for all of or part of a sign-up period and should be limited to one or two days wherever possible.
2. The requested exchange of crew/shift must be submitted to the appropriate supervisor, using the required exchange form, 72 hours in advance of the date of exchange.

3. The required exchange form shall be dated and signed by both employees involved.
4. Exchange of crew/shift will be between two (2) members of the same Division who are able to fulfill the commitment.
5. It is also agreed and understood that both parties involved have the obligation and responsibility to work the requested and approved exchange of crew/shift.
6. If for any reason (other than a valid emergency or urgent unforeseen circumstance) either member fails to fulfill his/her commitment, any future similar request from the defaulting member may be denied at the Commission's discretion,

ARTICLE 30 SPARE BOARD

- 30.01** 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.
- 30.02** (a) The Commission will provide a meal allowance to a Spare Board 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 Operator not on stand-in called out before 7:00 a.m. to cover a regular run for the day, will be entitled to a meal allowance.
- 30.03** Spread time for the purpose of this agreement means the period of time between 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 Operators will be paid at the rate of double time for all work performed after a spread time of 12 hours.
- 30.04** 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 Overtime List. However, an Operator on Spare Board which is on stand-in or who has operated a piece of work of up to two hours duration, may still be assigned to a regular crew.

ARTICLE 31 CALL-BACK/CALL-IN

- 31.01** When a regular employee has completed his/her regular shift and has left the Commission's premises and, without prior notification, is called back to perform additional work, he/she shall be paid a minimum of four hours at the

straight time rate, or time actually worked at the applicable rate, whichever is greater. This clause will come into effect only once in a two hour period.

- 31.02** An employee who reports for work on his/her off duty day will be paid a minimum, the equivalent of two hours overtime, 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.

ARTICLE 32 PAY FOR CONFERENCES AND TRAVEL

- 32.01**
- (a) 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 the 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 the straight time rate.
 - (b) Depending on the start time and the distance to the training course, the employee, at the discretion of the Commission, may stay over the night before the course.
 - (c) If the employee is required to attend the course on his/her normal day off work, he/she shall be allowed an equivalent time off at a later date, to be taken at a mutually agreeable time with the Supervisor. Such time off will not exceed eight hours per day of course attendance.
 - (d) Employees on a training course of one week or more duration shall be reimbursed ten dollars per week for incidentals.
 - (e) Travelling expenses shall be in accordance with the Commission's established policies.

ARTICLE 33 MEAL ALLOWANCE

- 33.01** Employees who work four or more hours of overtime in addition to their normal day's work will be paid an \$9.00 Meal Allowance.

ARTICLE 34 OTHER COMPENSATION ISSUES

- 34.01** Where an accident report has not been completed during the shift, the employee will be paid fifteen minutes at straight time rates to complete the report at the end of their shift. Any additional time over 15 minutes will be paid to the next even 10 minutes.

- 34.02** 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 straight time rate. Any additional time over one hour will be paid to the next even 10 minutes.

34.03 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’ (Operators (Conventional and Specialized), Skilled Trades) or ‘D’ (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 drivers 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 Commission’s facility. If the employee elects to take the test at the Ministry of Transportation, Ontario, it will be at his/her own expense.

35.01 Temporary Transfer

If the Commission temporarily transfers an employee to a higher paying classification, then he/she shall be paid the higher rate for all hours worked in that assignment. If the Commission temporarily transfers an employee to a lower classification, he/she shall be paid at the rate of his/her original classification for all hours worked.

ARTICLE 36 PREMIUM PAY

36.01 Shift Premium

All employees shall receive a shift premium of eighty cents per hour for all quarter hours worked between 5:00 p.m. and 7:00 a.m.

36.02 Sunday Premium

All regular employees, excluding regular Maintenance employees, who work on a Sunday shall be paid at one and one quarter times their regular rate for all hours worked. Notwithstanding Article 27 and Article 39.01, overtime worked on a Sunday by all regular employees, excluding regular Maintenance, shall be paid at time and one half their regular rate for all hours worked,

Regular Maintenance employees who work on a Sunday shall be paid at one and one half times their regular rate for all hours worked. Notwithstanding Article 27 and Article 39.01, overtime worked on a Sunday by regular Maintenance employees shall be paid at double time their regular rate for all hours worked.

ARTICLE 37 COURT TIME

- 37.01** 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 such appearance is during non-working hours then he/she shall receive the greater of two hours at straight time or straight time for the actual hours in attendance. Necessary actual expenses while away from the Commission's premises will be allowed. Any fee or mileage occurring shall be assigned to the Commission.
- 37.02** 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.
- 37.03** The above paragraphs do not apply for labour arbitrations, Ontario Labour Relations Board matters, *Employment Standards Act* matters, Human Rights matters, or any other labour or employment related matter.

ARTICLE 38 WAGE SCHEDULE AND PREMIUMS

- 38.01** The occupational classifications and the corresponding wage rates are set out in Schedule A.
- 38.02** There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

ARTICLE 39 PAID HOLIDAYS

- 39.01** Regular employees shall be entitled to the following paid holidays:

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

and any national or provincial holiday declared by the Federal Government or the Government of Ontario.

Employees who work on a paid holiday shall be paid at two times their regular rate of pay for all hours worked as well as the appropriate holiday pay. A minimum of four hours pay at straight time rates shall apply.

- 39.02** The regular employee's birthday holiday will be used as a floater. If the regular employee requests to have the **day** off on his/her birthday, it will **be** granted, if the regular employee notifies the Commission in writing two weeks in advance.

To be entitled to the birthday holiday, the regular employee must be a Commission employee for at least six months prior to his/her birthday.

- 39.03** In addition, regular employees will be allowed two floating holidays per year, to be taken at a time approved by Management. Regular employees in the Maintenance and Equipment Department will have the ability to take the floating holidays in separate allotments of four hours lieu time.
- 39.04** To be entitled to the first floating holiday, a probationary employee or the regular 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 the Regular 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 the regular employee's annual vacation or other off-duty days.
- 39.05** To qualify for payment for the holidays listed in Article 39, regular employees must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday.
- 39.06** Regular employees who are absent from work on either or both of these days, but are in receipt of basic wages from the Commission, and regular 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.
- 39.07** Regular 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 the Commission to be beyond their control shall be entitled to the holiday pay.
- 39.08** Regular employees will be compensated on the basis of eight hours for each holiday listed in Article 39 at the straight time rates for their job classification if they are not scheduled and do not work on that day. Higher rates for temporary assignments and/or shift differentials will not apply.
- 39.09** Any employee who is not a regular employee shall receive holiday pay pursuant to the *Employment Standards Act, 2000*.
- 39.10** 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 no later than one year from the occurrence.

ARTICLE 40 VACATIONS

40.01 (a) Regular employees are entitled to paid vacation based on their years of active service and shall increase as follows in the calendar year in which they complete:

Years of Active Service	Vacation Entitlement
Less than one year	One day per month worked to a maximum of ten working days
One year but less than three years	Ten working days
Three years but less than nine years	Fifteen working days
Nine years but less than sixteen years	Twenty working days
Sixteen years but less than twenty-four years	Twenty-five working days
Twenty-four years but less than thirty years	Thirty working days
Over thirty years	Thirty-five days

(b) The vacation year will run from January 1 to December 31.

40.02 (a) Applications for vacations must be filed by November 30th of the previous year. The Commission will post the approved vacation schedule on or before January 7th in the work area concerned. Subject to the Commission's right to maintain a qualified workforce, with appropriate minimum staffing, the choice of vacation days requested before November 30th will be granted in order of seniority.

(b) Vacation selections shall not exceed three weeks in the prime summer vacation period (July 1 through August 31 or Summer Board Period, whichever is applicable) during the initial round of vacation sign-up, except in special circumstances and with the approval of the Department Manager or designate.

(c) It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion. Requests received after November 30th shall be granted on a first requested basis consistent with the above criteria.

- 40.03** Employees who fail to pick their vacation shall have their weeks of vacation assigned by the Commission.
- 40.04** 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 or Workplace Safety & Insurance Board temporary total disability benefits.
- 40.05** A week of vacation shall consist of not more than five regular working days, along with any normal off duty days. In addition, up to five single days of vacation may be taken by an employee.
- 40.06** An employee upon ceasing employment with the Commission shall receive the pro rated amount of his/her vacation entitlement for the calendar year. If an employee has received vacation which he has not yet earned then it shall be deducted from any monies owing to the employee.
- 40.07** Leave of absences in excess of thirty (30) consecutive calendar days will reduce the paid vacation entitlement on a pro rated basis.
- 40.08** An employee who is off work and being paid by a Long Term Disability Insurance Carrier shall not accrue his/her vacation entitlement while he/she is absent.
- 40.09** An employee who is off work for more than eight (8) consecutive months as a result of a workplace illness/injury and is in receipt of W.S.I.B. benefits, shall not accrue his/her vacation entitlement while he/she is absent but shall not forfeit any amount of vacation already earned immediately prior to being absent from work. When such employee returns to work, his/her vacation entitlement for the year in which he/she returns shall be prorated.
- 40.10** An employee who is off work on an unpaid sick leave will have his/her paid vacation entitlement reduced on a pro rated basis.

Clarity Note for Article 40

1. The pro-rated formula will be based on vacation entitlement being earned at a rate of one-twelfth (1/12) for each calendar month of service.
2. The employee will receive the vacation entitlement only if he/she has worked one-half (1/2) or more of the working days in the month in the case of an incomplete month of service.

- 40.11** A part-time employee who has attained the required hours as outlined in the chart below, by December 31st in any year shall be entitled to the corresponding vacation in the year following the completion of the required number of hours. Vacation pay for part-time employees will be included in the regular bi-weekly payroll.

Seniority Hours	Percentage of Employee Earnings for the Year
5850 or less	4%
Greater than 5850	6%

ARTICLE 41 SICK LEAVE

41.01 The Commission agrees to the following Sick Leave Plan for regular employees:

- (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) Employees will be compensated on the basis of eight hours for each sick leave taken, at the straight time rates for that job classification;
- (d) Higher rates for temporary assignments and/or shift differentials will not apply;
- (e) Sick leave pay is for bona fide employee disabilities 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, 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 any employee is off on sick leave and shall be reimbursed up to \$30.00 upon production of a receipt.
- (f) It is understood and agreed that the benefits granted by the Commission satisfy the requirements pursuant to the *Employment Insurance Act* to provide a rebate to the Commission.

41.02 An employee who, due to sudden illness or for another reason, is unable to report for work at the scheduled time shall notify his/her Supervisor, or designate, forty five minutes in advance of the scheduled start time. Failure to report may result in loss of pay unless the Commission determines there is a valid justification.

41.03 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.

41.04 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.

ARTICLE 42 INSURED BENEFITS

42.01 The Commission will provide the following employee benefit program, with premiums payable by the Commission, except as noted, to all regular employees:

- (a) Life Insurance -- twice basic annual salary to a maximum insured amount of \$200,000. Coverage to commence from sixth month of service.
- (b) Paid-up Life Insurance Policy for retired employees at age 65 or after achieving an OMERS factor of 90, \$2,500.
- (c) Accidental Death and Dismemberment insurance equal to employee's Life Insurance. Coverage to commence from sixth month of service.
- (d) Major Medical insurance to commence from third month of service and to provide:
 - (i) Semi-private hospital coverage, no deductible.
 - (ii) Drug Plan - \$15.00 deductible single; \$30.00 deductible family; 100% reimbursement thereafter, no maximum limit. A drug card will be provided.

- (iii) Vision care with a three hundred dollar (\$300) maximum over each 2 calendar year period. One optical exam covered every two years to a maximum of eighty dollars (**\$80**) per visit.
 - (iv) Extended Benefits (ambulance, nurses)
 - (v) Chiropractic, acupuncture, physiotherapy, naturopath, and massage therapy to a combined maximum of \$800 per year.
 - (vi) Treatment of speech therapy impairments by a qualified speech therapist. The maximum amount payable is five thousand dollars (\$5,000) per calendar year.
 - (vii) Out-of-country and out-of-province coverage.
 - (viii) PSA Test once every two years.
 - (ix) Orthotic coverage where medically necessary up to a maximum of \$500 per year.
- (e) Long Term Disability – payable at 70% of basic earnings (fully integrated with government benefits) to a maximum of \$4,000 per month. A 17 week waiting period shall apply.
- (f) Dental Plan – Coverage to commence from sixth (6th) month of service:
- Basic** – no co-insurance and basic dental recall every 6 months.
 - Endodontal and Periodontal**- co-insurance with plan paying 75% and employee 25% and scaling and/or root planing to annual maximum of eight (8) time units per year.
 - Orthodontal** – co-insurance with plan paying 50% and employee 50%, dependent children only, lifetime maximum of \$3,000 per child.
 - Major Restorative** – co-insurance with plan paying 50% and employee 50%.
 - Annual Maximum** – for all dental benefits is \$1,850 per insured person.
- Payments under the plan will be based on the current O.D.A fee guide.
- (g) Survivor Benefits: Upon the death of an active employee who is in receipt of benefits, the employee's spouse and dependents will continue to have EHB and dental coverage for a maximum of 24 months or age 65 of spouse or until they remarry, whichever comes first.

(h) Part Time Benefits – All Part Time employees shall be paid in lieu of benefits based on the following formula:

Applicable straight time hourly rate + 12%

It is understood that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in OMERS when eligible in accordance with its terms and conditions. For part-time employees who are members of OMERS, the percentage in lieu of fringe benefits is nine percent (9%).

42.02 It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the insurance company, but the Commission will use its best efforts to assist the employee in dealing with the insurance company.

42.03 It is understood that the Commission may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Commission shall notify the Union to explain the proposed change.

42.04 CAW Legal Services Plan

The Commission shall contribute 6 cents per regular hour of work per employee on a monthly basis towards the CAW Legal Services Plan.

ARTICLE 43 PENSION

43.01 All employees must participate in OMERS subject to the OMERS Act and Regulations and by-laws. The Commission and employee shall make equal basic contributions to the Ontario Municipal Employees Retirement System.

43.02 All employees who were on staff with a predecessor employer municipality and entitled to OMERS Type 3 benefits on December **31**, 1982 will continue to have the additional alternative of Type 3 supplementary pension benefits.

43.03 Regular employees who retire early (before age **65**) and achieve an OMERS factor of 90 or have at least **15** years of service at the time of retirement and who take a retirement pension, will be provided with Extended Health (drugs, semi-private hospital and vision care), and the Dental Plan coverage up to age **65**. The cost of this program is paid by the Commission.

This provision shall not apply to those employees who are covered by the Letter of Understanding regarding retiree benefits.

ARTICLE 44 CLOTHING & TOOLS

44.01 Operations and Special Services Uniforms

(a) Operators in the Operations and Special Services Departments shall be issued the following uniform allotment upon successful completion of their probationary period:

2 Pants 1 Neck Sweater

4 Shirts 1 Ball Cap

(Short or Long Sleeve only)

1 Tie

Rain Gear (Specialized Services only)

(b) Once a Regular Operator has completed his/her probationary period, he/she shall be entitled to 390 points each calendar year. Operators may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

Clothing	Point Value	Clothing	Point Value
Men's Work Pants	26	Ladies' Work Pants	26
Men's long Sleeve Work Shirt	28	Ladies' Long Sleeve Work Shirt	28
Men's Short Sleeve Work Shirt	23	Ladies' Short Sleeve Work Ladies' Short Sleeve Work	23
Men's Tie	9	Ladies Tie	9
Long Sleeve V Neck Sweater	30	Sleeveless V Neck Sweater	26
Nylon Parka	57	3 in 1 Parka Style Jacket	70
Ball Cap	7	Toque	6
Golf Shirt	15	Turtleneck Sweater (Specialized Services Only)	20

Culottes	42	Shorts	26
Trench Coat	125	Tunic	126
Socks	7	Cardigan	41
Points do not accumulate or carry over to subsequent years.			

Specialized Services Rain Gear shall be replaced on an as needed basis.

Employees in Specialized Services shall be provided with winter gloves on an as needed basis.

44.02

Maintenance And Equipment Uniforms

(a) New hires in the Maintenance and Equipment Department shall be issued the following uniform allotment upon successful completion of their probationary period:

- 4 Shirts
- 2 Work Pants
- 1 High Visibility Jacket
- Rain Gear (if required)

(b) Once a Regular employee has completed his/her probationary period, he/she shall be entitled to 230 points each calendar year. Employees may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

(c) The uniform allowance for Maintenance and Equipment shall apply to Stores Persons.

Clothing	Point Value	Clothing	Point Value
Golf Shirts	15	T-Shirts	10
Long Sleeve Work Shirts	21	Short Sleeve Work Shirts	20
Men's Work Pants	26	Ladies' Work Pants	26
Jeans	35	3 in 1 Parka Style Jacket	70
Points do not accumulate or carry over to subsequent years.			

- (d) Service Persons shall receive one pair of rubber boots that meet CSA standards to be replaced on an as needed basis.
- (e) Rain Gear, where required, shall be replaced on an as needed basis.
- (f) A High Visibility Jacket shall be provided as required and replaced on an as needed basis.

44.03 Smocks

Stores Persons shall be entitled to two stores smocks to be replaced on an as needed basis.

44.04 Boot Allowance

Commencing on the first paycheque in March 2007 and every year thereafter, all employees who have completed their probationary period employed in the Maintenance and Equipment Department classifications as well as the Maintenance Clerk, Operations Clerk, Stores Persons and all Specialized Services Operators shall be entitled to a maximum of \$185 each year, for work boots that meet CSA standards. Probationary employees shall be reimbursed a pro-rated amount of the boot allowance upon successful completion of the probationary period.

44.05 Tools

- (a) Skilled Trades shall provide their own tools and beginning the first pay in March 2007, shall receive a one-time tool allowance of \$700 on the first pay in March each year.
- (b) The Commission will provide insurance coverage for Skilled Tradespersons' tools up to a maximum of \$10,000 with a \$650.00 deductible paid by the employee. Skilled Tradespersons must provide a complete list of tools in order to be eligible for this insurance coverage.

44.06 Coveralls

Mechanics, Body Persons and Tire Persons shall be provided with five changes of coveralls each week. Other employees in the Maintenance and Equipment Department shall be provided with seven changes of coveralls every two weeks. The coveralls remain the property of the Commission or service provider as appropriate.

44.07 The current issue of clothing and boots 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 required 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.

44.08 Replacement of these items will be at the sole discretion of the immediate manager upon inspection of the worn or damaged clothing to be replaced. In order to receive a replacement, the employee must return the worn out or broken article.

44.09 The Commission shall pay \$175 to each regular Conventional or Specialized Services Operator for dry cleaning purposes commencing the first pay of each December starting 2006.

ARTICLE 45 MILEAGE

45.01 All employees shall be paid mileage, at the Region of Durham rate as amended from time to time, if they are required to report to a location using their personal vehicle other than their home Division. The quantum of mileage shall be the distance between the Home location and the assigned location in the different Division. Swing Mechanic will not be paid mileage when changing assignments between Divisions.

ARTICLE 46 WASH-UP

46.01 Employees in the Maintenance and Equipment Department shall be given five minutes twice daily before lunch time and before leaving work in which to wash up.

ARTICLE 47 NO STRIKE OR LOCKOUT

47.01 The Commission and the Union agree that there will be no strike or lockout as defined in the *Ontario Labour Relations Act* during the term of the Agreement.

47.02 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 48 GENERAL MATTERS

48.01 Day of Mourning

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

48.02 Minutes of Commission meetings

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

48.03 Parking Uptown

The Commission shall arrange for four parking spots at King St. and Centre St. in Oshawa.

48.04 Job Descriptions

The Commission will provide job descriptions for all job classifications in the bargaining unit.

48.05 Bulletin Boards

The Union shall be supplied notice boards for the posting of legitimate Union information which has been signed by the properly authorized union officials.

48.06 Work Outside of the Commission

The Commission and the Union agree that it is most undesirable to have Commission regular 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.

48.07 Retiree Bus Pass

A permanent bus pass, with photo identification, for all retirees recognized by Durham Region Transit Commission will be paid for by the Commission.

48.08 Union Filing Cabinet

The Commission will provide one filing cabinet at the Durham East and Durham West location for the union to use.

48.09 Sick Leave and Other Days Owing Reports

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

48.10 Union Orientation

New employees will be allowed up to one hour with pay for an orientation with a union official regarding the collective agreement. Where more than one employee is attending the orientation, the union shall be allowed two hours for orientation. This orientation does not apply to students.

ARTICLE 49 CONTRACTING OUT

- 49.01**
- (a) No employee shall be laid off as a result of contracting out.
 - (b) Prior to contracting out new services, the Commission shall advise the union in writing.
 - (c) At any time, the Union may make a presentation to management on how contracted out services could be done by bargaining unit employees more cost-effectively.

ARTICLE 50 PRINTING AND REPRODUCTION OF AGREEMENT

- 50.01**
- The Commission will provide a copy of the collective agreement to each employee within 90 days of ratification of the Collective Agreement. All new hires will be provided a copy of the collective agreement. The Commission will also provide benefit booklets to each employee.

ARTICLE 51 LICENSES AND CERTIFICATES

- 51.01**
- Employees who are required to possess any license or certificate, including driver's license, to perform their duties and responsibilities are obligated to immediately advise their Supervisor(s) within the same day they become aware of any portion of their license or certificate being suspended or restricted, for any reason. Management holds the right to request and review an employee's license or certificate at any time.

ARTICLE 52 SKILLED TRADES

- 52.01**
- (a) Copies of documentation and papers for all new tradespersons will be presented to the Skilled Trades representative prior to the employee being hired.
 - (b) The Commission agrees to co-operate with its employees to enable them to make application for the issuance of CAW Journeyman qualification card.
 - (c) The Commission agrees to deduct dues for the Canadian Regional 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.
 - (d) Where the Commission acquires new equipment, the maintenance and operation which is to be done by Skilled Trades employees, the Commission wherever practicable will endeavour to assist the Skilled Trades employees with necessary specifically related training, provided that the trades involved have the qualifications to receive this training.

- (e) The Commission will pay for Skilled Trades CFC and Skilled Trades license fees for employees required by Management to hold such licenses.
- (f) The Commission 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.

ARTICLE 53 HEALTH AND SAFETY

- 53.01** (a) A Health and Safety Committee comprised of three members of the Bargaining Unit and three representatives of the Commission in each Division 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.
- (b) A CAW Safety Representative will be allowed to inspect property provided proper notice is given.
- (c) Safety Certification for all members of the Health and Safety Committee will be provided by the Commission.

ARTICLE 54 JOINT ACCOMMODATION COMMITTEE

- 54.01** The Commission acknowledges that it has a duty to accommodate its employees. The Commission and the Union agree that accommodation is a multi-party obligation that requires the cooperation of the Commission, Union and employee.
- 54.02** A Joint Accommodation Committee shall be formed by three representatives of the union and three representatives of the Commission. It shall be co-chaired by a representative from each party and shall be called to meet jointly by the co-chairs.
- 54.03** A meeting shall only be called where the Commission is unable to accommodate an employee in his/her existing classification. In these circumstances, the Joint Accommodation Committee shall meet to review the employee's restrictions and determine an appropriate accommodation for the employee within the Commission,
- 54.04** Where the Committee is unable to agree on an appropriate accommodation within the Commission, the Commission will offer accommodation to the employee as it is obligated to do under the *Human Rights Code*. If the Commission offers the accommodation to the employee without the agreement of the Committee, nothing precludes the Union from filing a grievance.

ARTICLE 55 ESSENTIAL SERVICES

55.01 The parties recognize that Specialized Services provide essential services to members of the seniors and disabled community who rely and depend on public transit as their only means of transportation. As such, the parties agree that during a strike or lockout, there shall be no interruption, slow down or impact to the Specialized Services.

ARTICLE 56 DURATION

56.01 This Agreement shall be construed as having come into force on the 1st of March 2006 and shall continue in force **up** to and including the 28th day of February 2009 and thereafter, until terminated as hereinafter provided. Such termination may be effected on the 28th of February 2009, or at any later date but only by notice in writing being given by either party to the other at least 90 days prior to such date of termination.

Signed this 29th day of October, 2006.

For the Commission

For the Union

(Sgd.)
Roger Anderson

Chairman

(Sgd.)
John Johnson

(Sgd.)
Pat Madill

Regional Clerk

(Sgd.)
Mike Reuter

(Sgd.)
Ted Galinis

(Sgd.)
Chris Buckley

(Sgd.)
Phil Meagher

(Sgd.)
Brian Steeves

(Sgd.)
Matthew Wilson

(Sgd.)
Nicola Henderson

(Sgd.)
Bob Crystal

(Sgd.)
Dave Henkel

(Sgd.)
Gavin Lowe

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

Schedule A – Job Classifications and Wage Rates

2006 (effective March 1, 2006)			
Support Services	Probation	After Completion of Probation	After Completion of 2080 hours of work
Clerk/Receptionist	19.45	20.53	21.61
Operations Clerk	21.47	22.66	23.85
Customer Serv Rep	20.32	21.45	22.58
Transit Secretary	24.84	26.22	27.60
Storesperson	22.24	23.48	24.71
Operations			
Conv. Operator	22.24	23.48	24.71
S.S. Services			
S.S. Operator	22.24	23.48	24.71
Dispatcher	24.84	26.22	27.60
Customer Serv Rep	20.32	21.45	22.58
Maintenance			
Mechanic	29.09	29.09	29.09
Swing Mechanic	29.09	29.09	29.09
Service Person	20.32	21.45	22.58
Tire Person	20.70	21.85	22.99
Janitor	20.07	21.18	22.29
Maintenance Clerk	21.47	22.66	23.85
Truck/Coach Apprentice	20.32	21.45	22.58
Body Person	29.09	29.09	29.09

There shall be a training rate of 50% the probationary rate of pay

Students, who have completed their training, shall be paid at 90% of the rate of the classification in which they are working.

2007 (effective March 1, 2007)				
Support Services	Probation	After Completion of Probation	After Completion of 2080 hours of work	
Clerk/Receptionist	20.04	21.15	22.26	
Operations Clerk	22.11	23.34	24.57	
Customer Serv Rep	20.94	22.10	23.26	
Transit Secretary	25.59	27.01	28.43	
Storeperson	22.91	24.18	25.46	
Operations				
Conv. Operator	22.91	24.18	25.46	
S.S. Services				
S.S. Operator	22.91	24.18	25.46	
Dispatcher	25.59	27.01	28.43	
Customer Serv Rep	20.94	22.10	23.26	
Maintenance				
Mechanic	30.48	30.48	30.48	
Swing Mechanic	30.48	30.48	30.48	
Service Person	20.94	22.10	23.26	
Tire Person	21.32	22.50	23.68	
Janitor	20.67	21.82	22.96	
Maintenance Clerk	22.11	23.34	24.57	
Truck/Coach Apprentice	20.94	22.10	23.26	
Body Person	30.48	30.48	30.48	

There shall be a training rate of 50% the probationary rate of pay

Students, who have completed their training, shall be paid at 90% of the rate of the classification in which they are working.

2008 (effective March 1, 2008)			
Support Services	Probation	After Completion of Probation	After Completion of 2080 hours of work
Clerk/Receptionist	20.64	21.78	22.93
Operations Clerk	22.78	24.04	25.31
Customer Serv Rep	21.56	22.76	23.96
Transit Secretary	26.36	27.82	29.29
Storesperson	23.61	24.92	26.23
Operations			
Conv. Operator	23.61	24.92	26.23
S.S. Services			
S.S. Operator	23.61	24.92	26.23
Dispatcher	26.36	27.82	29.29
Customer Serv Rep	21.56	22.76	23.96
Maintenance			
Mechanic	31.39	31.39	31.39
Swing Mechanic	31.39	31.39	31.39
Service Person	21.56	22.76	23.96
Tire Person	21.96	23.18	24.40
Janitor	21.29	22.47	23.65
Maintenance Clerk	22.78	24.04	25.31
Truck/Coach Apprentice	21.56	22.76	23.96
Body Person	31.39	31.39	31.39

There shall be a training rate of 50% the probationary rate of pay.

Students, who have completed their training, shall be paid at 90% of the rate of the classification in which they are working.

LETTER OF UNDERSTANDING

Re: Grandfathered Sick Leave Benefits

On termination of employment due to retirement, death, resignation, permanent layoff, the following persons and/or his 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: Jim Cain, Bob Grace, Harvey Bodashefsky and John Dufek.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

(Sgd.)
Matthew Wilson

(Sgd.)
Chris Buckley

(Sgd.)
Bob Crystal

(Sgd.)
Brian Steeves

(Sgd.)
Gavin Lowe

(Sgd.)
Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: 10 hour shifts

The parties agree to meet during the term of this Agreement to discuss the implementation of 10 hour shifts.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

(Sgd.)
Matthew Wilson

(Sgd.)
Chris Buckley

(Sgd.)
Bob Crystal

(Sgd.)
Brian Steeves

(Sgd.)
Gavin Lowe

(Sgd.)
Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: Temporarily Transferred

The parties agree that Article 13.04 shall not apply to any employee who has temporarily transferred out of the bargaining unit at the time of final ratification.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

(Sgd.)
Matthew Wilson

(Sgd.)
Chris Buckley

(Sgd.)
Bob Crystal

(Sgd.)
Brian Steeves

(Sgd.)
Gavin Lowe

(Sgd.)
Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: Retiree Benefits

All active employees on December 31, 2005 who were entitled to benefits pursuant to 13.2.4. under the former OTC-CAW agreement shall maintain their entitlement.

All retired employees, surviving spouse and dependents on December 31, 2005 who were entitled and in receipt of benefits pursuant to 13.2.4. under the former OTC-CAW agreement shall maintain their entitlement.

It is the parties intention that the entitlements stipulated in the above-paragraphs are grandfathered.

Notwithstanding the level of the life insurance benefits in the collective agreement, the Commission shall grandfather the life insurance benefits that existed immediately prior to ratification.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)

Ted Galinis

(Sgd.)

John Johnson

(Sgd.)

Phil Meagher

(Sgd.)

Mike Reuter

(Sgd.)

Matthew Wilson

(Sgd.)

Chris Buckley

(Sgd.)

Bob Crystal

(Sgd.)

Brian Steeves

(Sgd.)

Gavin Lowe

(Sgd.)

Nicola Henderson

(Sgd.)

Dave Henkel

(Sgd.)

Bill Ross

(Sgd.)

John Northey

(Sgd.)

Harry Nokes

LETTER OF UNDERSTANDING

Re: Request for Proposals

The Commission agrees that it will consider Greenshield on the next occasion that it goes to market for an insurance company to provide insured benefits to the Commission.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

(Sgd.)
Matthew Wilson

(Sgd.)
Chris Buckley

(Sgd.)
Bob Crystal

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Brian Steeves

(Sgd.)
Gavin Lowe

(Sgd.)
Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: CAW Harassment Policy

The parties shall meet to discuss the CAW Harassment Policy.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

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Matthew Wilson

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Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: Bargaining Unit Complement

The Commission undertakes that there will not be less than 275 persons in the bargaining unit **for** the duration of the collective agreement.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

(Sgd.)
Matthew Wilson

(Sgd.)
Chris Buckley

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Bob Crystal

(Sgd.)
Brian Steeves

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(Sgd.)
Nicola Henderson

(Sgd.)
Dave Henkel

(Sgd.)
Bill Ross

(Sgd.)
John Northey

(Sgd.)
Harry Nokes

LETTER OF UNDERSTANDING

Re: Part Time Employees

The Commission undertakes that for the duration of the first year of this collective agreement, the total number of part time employees employed by Durham West shall not exceed 40% of the total number of employees in the bargaining unit in Durham West. This number shall decrease in the second year of the contract to 35%. For the duration of the third year, the Commission undertakes that the total number of part time employees employed by Durham Region Transit shall not exceed 20% of the total number of employees in the bargaining unit. Students and Temporary employees shall not be included in these calculations.

In addition, the Commission undertakes that during the first two years of the collective agreement that Durham Regional Transit will not use any part timers in the Durham East Division.

Signed this 29th day of October, 2006

For the Commission

For the Union

(Sgd.)
Ted Galinis

(Sgd.)
John Johnson

(Sgd.)
Phil Meagher

(Sgd.)
Mike Reuter

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(Sgd.)
John Northey

(Sgd.)
Harry Nokes
