

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF SUDBURY
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1662

APRIL 1, 1996 - MARCH 31, 1999

SOURCE		EFF.	TERM.	No. OF EMPLOYEES	NOMBRE D'EMPLOYES
C.U.P.E.		08	09	162	162
		01	01		
C.U.P.E.		01	01	162	162
		01	01		

OCT 28 1997

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 AND
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COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF SUDBURY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1662

THIS AGREEMENT made and entered into this 1st day of April, 1996

B E T W E E N :

THE CORPORATION OF THE CITY OF SUDBURY,
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

-AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1662

(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1:02 It is agreed by the parties hereto that every covenant, proviso and agreement shall enure to the benefit of and be binding upon the parties hereto, and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed.

ARTICLE 2-SCOPE

- 2:01 This Agreement shall apply to all outside employees of the Transit Section

of the Community Services Department of the Employer, save and except the Assistant City Manager of Community Services, the Secretary to the Assistant City Manager of Community Services, the General Manager Operations, the Operations Supervisor, the Equipment Operations Supervisor, the Inspectors, the Marketing Co-ordinator and the Manager of Transportation Services.

2:02 Management Personnel and persons outside the **Scope** of this Agreement shall not at any time, perform the duties of the employees within the Scope of this Agreement, except for the express purpose of instruction, experimentation, or in the case of an emergency.

ARTICLE 3 - UNION RECOGNITION

3:01 The Employer hereby recognizes the Union as the Sole Collective Bargaining Agent for all employees covered by Article 2 - Scope in respect to hours of work, wages, and all other conditions pertaining to this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4:01 There shall be no discrimination practised by either the Employer or the Union against any employee because of the employee's age (as defined in the Ontario Human Rights Code), race, religion, creed, colour, place of origin, sex or marital status, family relationship, political affiliation, participation or non-participation, membership or non-membership in the Union. There also will be no coercion practised by the Employer or the Union.

4:02 No person shall be required as a condition of employment to become or remain a member of the Union or any other organization.

4:03 Neither the Employer nor the Union condone the practice of harassment and any such claim shall be dealt with under the provisions of the Corporation's Harassment Free Workplace Policy.

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

5:01 General Welfare of Citizens

It is recognized that the Employer Administration is responsible for the safety, health, comfort, and general welfare of the citizens, therefore, the employees recognize they must be prepared to assist in carrying out the services of the Employer whenever it is reasonable to do so.

5:02 Differences

This responsibility to the citizens is the sole responsibility of the Employer and requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens; therefore, the employees agree that if any differences with the Employer occur during the time period of this Agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth.

5:03 Change of Address

It shall be the responsibility of all employees to notify the Transit Timekeeper within five (5) calendar days of any change in address or telephone number.

5:04 Working Conditions

Any working condition(s) which are at present in effect to the extent that they do not conflict with this agreement, shall continue in effect unless they are changed during the term of this agreement by mutual consent of the parties hereto, which consent shall not arbitrarily or unreasonably be withheld by either party hereto. Should any dispute arise as to their existence, it shall be decided under the Grievance Procedure as set out herein.

5:05 Loss or Suspension of Driver's License

An employee who operates a motor vehicle on behalf of the Employer shall be the holder of a proper current Driver's License and if same is lost or suspended it shall be reported by the Employee forthwith to Transit Management.

In the event of loss or suspension of the Employee's proper current Driver's

Licence the Employee shall, upon written request to Transit Management on the forms provided, be entitled to a Leave of Absence for the period during which the Employee has lost or had the licence suspended up to a maximum of twelve (12) months for Class "G" licence and up to a maximum of twenty-four (24) months for a Class "B" licence, subject to the following conditions:

1. The Leave of Absence is without pay;
2. The Employee will not accrue seniority during the Leave of Absence;
3. The Employee will not be entitled to the Benefit Plans described in Article 22:00 of the Collective Agreement, during the Leave of Absence:
4. **The** Employer is entitled to employ a Casual Employee to replace the Employee who is on such a Leave of Absence. The Union further agrees that in so doing, the Employer can exceed the number of Casual Employees permitted under Article 41:03(1).

The Employer will review its operational requirements and may, at its discretion, assign the Employee on such Leave of Absence to work within the Transit system in a classification that does not require the Employee to be in possession of a proper current driver's licence, for which the Employee will be paid the rate of pay normally received for that particular classification.

ARTICLE 6 - EMPLOYER RIGHTS

6:01 The Union agrees that it is the exclusive right of the Employer to:

- (1) Maintain order, discipline, and efficiency.
- (2) Hire, lay-off, classify, direct, transfer, promote; and for just cause to suspend, discipline, demote or discharge employees.
- (3) Generally to manage the enterprises in which the Employer is engaged, and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of

equipment to be used, and the number of persons to be employed.

- 6:02 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement and subject to the right of the employee or the Union to lodge a grievance as set forth herein.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7:01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Employer agrees that it will not cause or direct any lockouts of its employees for the duration of this **Agreement**.
- 7:02 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, stay-in or slow-down or a strike or stoppage of any of the Employer's operations or any curtailment of work or restriction of or interference with work or any picketing of the Employer's premises during the term of this Agreement and further agrees that the Employer may discharge any employee who causes or takes part in any such action.
- 7:03 The words "strike" and "lock-out" shall be defined as in **Sub Section 1(1)** of the Ontario Labour Relations Act, 1995, as amended from time to time

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 (1) *Definition of Grievance*
Within the terms of this Agreement, a grievance shall be defined as a difference arising between the employee(s), the Union, or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement
- (2) *Grievances in Writing*
All grievances shall be in writing and all replies to all stages shall also be in writing. Any violation of the time limits as contained in this agreement without a mutually agreed upon extension of the time limits shall allow either party to proceed with the grievance through the procedures as outlined

(3) Signatures

An employee Grievance must be signed by the aggrieved employee and a General Grievance must be signed by an executive member of the local.

8:02 Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee of Local 1662, consisting of five (5) employees who shall be employees of the Employer. The members of such a Committee shall be communicated to the Employer.

8:03 Definition - Working Day

Within Article 8 - Grievance Procedure a "working day" means any day other than Saturday, Sunday or a Holiday as outlined in Article 15:01 of this Collective Agreement.

8:04 Complaint Stage

(1) It is understood that an employee has no grievance until the Employee has first given the immediate supervisor outside the Bargaining Unit an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward and be allowed fifteen (15) minutes with an available Steward prior to the meeting.

(2) Any employee's complaint which is not settled by the immediate supervisor outside the Bargaining Unit within two (2) working days shall then commence at Stage 1 of the Grievance Procedure.

(3) The aggrieved employee(s) shall submit the written grievance to a member of the Union Grievance Committee. The Union Grievance Committee shall determine if the grievance is justified and whether both the Union and the aggrieved employee(s) wish to proceed to Stage 1. The grievance may then proceed, provided that no more than fifteen (15) working days have elapsed since the occurrence of the alleged grievance.

8:05 STAGE 1

If the Union Grievance Committee decides to proceed with a Grievance then one (1) member of the Union Grievance Committee shall, within five (5) working days of the Complaint Stage, take the written grievance to the General Manager Operations or his designate. The General Manager

Operations or the General Manager Operations designate shall, within five (5) working days meet during the General Manager Operations working hours to discuss and attempt to settle the grievance with the Grievor and two (2) members of the Union Grievance Committee. Grievances that are not settled within five (5) working days of the meeting shall be referred back to the Union Grievance Committee.

8:06 **STAGE 2**

The Union Grievance Committee shall reconsider the grievance and the Employer's reply at Stage 1 and decide within five (5) working days whether to proceed with the grievance to the Assistant City Manager of Community Services. If the Grievance Committee wishes to proceed, the Assistant City Manager of Community Services shall meet during the Assistant City Manager of Community Services working hours with not more than three (3) members of the Grievance Committee and the Grievor within five (5) working days of notification by the Grievance Committee. Failing settlement at this stage within five (5) working days, Stage 3 may be invoked.

8:07 **STAGE 3**

The Union Grievance Committee of not more than three (3) members, the Grievor, a National Representative and/or Legal Counsel may then take the matter up with City Council or its designated representatives. A written answer shall be given by City Council or its designated representative within two (2) weeks of the meeting. Failing settlement at this stage, then the matter may be referred to Arbitration, as provided in Article 9 of this Collective Agreement, provided that no more than four (4) weeks have elapsed since the date of decision by City Council or its designated representatives.

8:08 **GENERAL GRIEVANCES**

(1) "General Grievance" means a difference arising directly between the Union and the Employer Administration concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement

(2) **Union General Grievances**

(a) It is understood that no General Grievance can be formalized and submitted by the Union until a written complaint

concerning the difference has first been submitted by the Union Grievance Committee to the Director of Human Resources, and the Director of Human Resources and/or his designate have had an opportunity to settle the difference as per the following procedure.

- (b) On receipt of a written complaint from the Union Grievance Committee, the Director of Human Resources and the General Manager of Operations or his designate shall have two (2) weeks from receipt of the complaint to meet with the Union Grievance Committee concerning same and to settle same.
 - (c) If, after the said two (2) weeks the complaint has not been settled to the satisfaction of the Union, the Union Grievance Committee may then formalize at Stage 3 of the Grievance Procedure as per Article 8:07 above, provided that no more than three (3) weeks have elapsed since the date of the expiry of the above-mentioned two (2) week period.
- (3) **Management** General Grievances
- (a) It is understood that no General Grievance can be formalized and submitted by the Employer Administration until a written complaint concerning the difference has first been submitted by the Director of Human Resources to the Local President and the Local Executive have had an opportunity to settle the difference as per the following procedure.
 - (b) On receipt of a written complaint from the Director of Human Resources, the Local Executive shall have two (2) weeks from receipt of the complaint, to meet with the Director of Human Resources and other members of the Employer Administration concerning same and to settle same.
 - (c) A written answer shall be given by the Local Executive within two (2) weeks of the meeting.
 - (d) Failing settlement at this stage, then the matter may be referred by the Employer Administration on behalf of the Employer to Arbitration in accordance with Article 9 of this

Collective Agreement provided that no more than four (4) weeks have elapsed since the date of decision by the Local Executive.

8:09 DISCHARGE, SUSPENSION AND DISCIPLINE CASES

(1) An employee may be discharged, suspended or disciplined for just cause and if the Employee believes that the discharge, suspension or discipline is not justified the Employee may have his Grievance processed under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) working days after the date of discharge, suspension or discipline. If it should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at the regular basic rate (less amounts earned during time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

(2) When suspending an Employee without pay for disciplinary reasons, the Employer may defer the actual suspension without pay until after any grievance has been processed to its finality, including arbitration, however, for purposes of a disciplinary record, the date of the disciplinary action will be acknowledged as the date of the Letter of Discipline.

8:10 Time Limits

It is agreed and understood by both parties hereto, that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by mutual consent which consent shall not be arbitrarily or unreasonably withheld by either party hereto. Such request and consent must be confirmed in writing by each party.

ARTICLE 9 - ARBITRATION

9:01 If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, it shall be settled by Arbitration as defined in Sub Section 48(1) and Sub Section 49(1) of the Ontario Labour Relations Act, 1995, as amended from time to time.

9:02 When either Party requests that a Grievance be submitted to Arbitration, the request shall be made by Registered Mail addressed to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) days thereafter, the other Party shall answer by Registered Mail indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial Chairperson.

9:03 The above provisions shall apply unless either Party applies for a sole Arbitrator under Section 49 of the Ontario Labour Relations Acts, 1995, as amended from time to time.

9:04 If the recipient of the notice fails to appoint a Nominee to the Board or if the Nominees fail to agree on a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

9:05 The sole Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee or employer affected by it. The decision of the majority shall be the decision of the Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.

9:06 **Expenses**

Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the Parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises

ARTICLE 10 - UNION SECURITY

10 01 *Check Off of Dues*

It is agreed and understood by the parties hereto that there shall be a compulsory check-off upon all employees who come within the bargaining unit to which this agreement applies and it shall continue during the period of this contract

10:02 *Amount of Dues*

The Employer agrees to deduct dues from the earnings of each employee in the amounts certified by the Union, to **be** currently in effect, according to its Constitution **and** By-laws.

10 03 *Deduction and Remittance of Dues*

The Employer agrees to deduct the amount of dues each month from the first (1st) payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no **later** than the last day of the month in which the dues were deducted

10:04 *Statement*

The Director of Finance/City Treasurer of the Employer when remitting the dues deducted to the designated officer of the Union shall include a statement clearly setting forth the names of the employees from whom the dues were deducted, also showing any additions or deletions in staff.

10:05 *No Individual Agreements*

No contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions or any other conditions affecting the welfare of the employees in general.

10 06 *Minutes of City Council Meetings*

A copy of the Minutes of City Council meetings shall be mailed to the Secretary of the Local and Staff Representative as soon as they become available

10:07 **Labour Management** Committee

(1) The Parties commit themselves to maintain good communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union from time-to-time, and preferably at least three (3) times per year, to discuss problems, employee concerns and methods to improve relations and the delivery of services to the public.

(2) The committee shall consist of three (3) members from each of the Parties. An Employer and Union Representative shall be designated as Joint Chairpersons, and shall alternately preside over the meetings.

(3) Committee Members shall receive a written agenda, approved by the Joint Chairpersons, at least forty-eight hours in advance of the meeting. Minutes shall be taken at each meeting and will be circulated for review by the Employer to the Committee Members as soon as possible following the meeting.

(4) The Committee shall not have jurisdiction over any matters which pertain to collective bargaining or are the responsibility of another Joint Committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 11 - SENIORITY

11:01 (1) Seniority is defined as the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.

Therefore, the parties recognize:

- (a) The right of the employees to fair and just consideration in light of their length of continuous service and their qualifications.
- (b) The right of the public to be served by qualified persons.

Therefore, the parties agree that:

In matters of promotions, demotions, transfers, lay-offs and recalls, the following factors shall be considered:

- (a) Length of continuous service.
- (b) Knowledge, efficiency, ability of the applicant and qualifications as contained in the job descriptions.

When factor (b) is relatively equal in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

(2) Should circumstances require a reduction in the number of employees in any job classification, employees will be laid off in the following order:

- (a) Summer Students in that Job Classification will be laid off first;
- (b) Casual Employees in that Job Classification will be laid off second;
- (c) Probationary Employees in that Job Classification, will be laid off third;
- (d) Then Permanent Employees in that Job Classification shall be laid off in order of Seniority.

(3) When Permanent or Probationary Employees are laid off under this Article and any positions with the Transit Section of the Employer become available, then the Permanent or Probationary Employees, as the case may be, who are capable of performing the duties of the positions concerned shall be recalled on a seniority basis.

(4) When Permanent or Probationary Employees are to be recalled by the Employer, they shall be notified by registered mail to their last place of residence known to the Employer and if they fail to report within seven (7) days after the mailing of such notice, the Employer shall be under no obligation to re-employ them.

(5) Any notice of lay-off shall be given in accordance with the terms of The Employment Standards Act. If the employee laid off has not had the opportunity to work the period of notice of lay-off specified in The Employment Standards Act, he shall be paid in lieu of work for that part of the notice during which work was not made available to him.

1102 (1) Seniority List - Permanent & Probationary Employees

A Seniority List of all Permanent and Probationary Employees covered by this Agreement shall be posted in January each year. This list will show all Permanent and Probationary Employees in order of seniority, stating the Employee's Name, Classification, Date of Latest Entry into the Employ of the Employer, Employment Date, Seniority Date and Vacation Service Date. Copies of this Seniority List will be posted on all bulletin boards and copies will be supplied to the Union. It is agreed and understood that the Union will be supplied with a second seniority list each year upon written request.

(2) List of Summer Employees

A list of all Summer Employees covered by this Agreement shall be posted in July each year. This list will show all Summer Employees stating the Employee's Name, Classification and Date of Latest Entry into the Employ of the Employer. Copies of this list will be posted on all bulletin boards and copies will be supplied to the Union.

1103 INTERPRETATION

(1) **Seniority Date** - means the date to be used in establishing the seniority of a Permanent or Probationary Employee for lay-offs, recalls after lay-off, promotions, transfers and job postings. For a person who became a Permanent or Probationary Employee with the Transit Section of the Employer prior to January 1st in any given year, the Employee's Seniority Date is the date indicated as such on the Seniority List dated the first January of employment. For a person who becomes a Permanent or Probationary Employee of the Transit Section of the Employer on or after January 1st in any given year, the Employee's Seniority Date is the date the Employee commenced his or her latest continuous employment with the Transit Section of the Employer.

(2) **Vacation Service Date** - means the date to be used in establishing the seniority of a Permanent or Probationary Employee for the calculation of

annual vacation entitlement. For a person who became a Permanent or Probationary Employee of the Transit Section of the Employer prior to January 1st in any given year, the Employee's Vacation Service Date is the date indicated as such on the Seniority List dated the 1st January of employment. For a person who becomes a Permanent or Probationary Employee of the Transit Section of the Employer on or after January 1st in any given year, the Employee's Vacation Service Date shall be the date the Employee commenced his or her latest continuous employment with the Employer.

(3) **Employment Date** -means the date to be used in establishing the seniority of a Permanent or Probationary Employee for the purposes of preference on Crew Guide Bids, Spare Board Work Distribution and Vacation Choice For a person who became a Permanent or Probationary Employee of the Transit Section of the Employer prior to January 1st, in any given year, the Employee's Employment Date shall be the date indicated as such on the Seniority List dated the first January of employment For a person who becomes a Permanent or Probationary Employee of the Transit Section of the Employer on or after January 1st, of any given year, the Employee's Employment Date shall be the date the Employee commenced his or her latest continuous employment with the Transit Section of the Employer

(4) Employees, other than Summer Employees, of the Employer who transferred to the Transit Section with unbroken service shall be placed on the Seniority List with an asterisk (*) after their name. For the purposes of clarification, the Vacation Service Date of such an employee who transfers to the Transit Section shall be the date the Employee commenced the Employee's latest continuous employment with the Employer.

11:04 Probationary Period

A newly-hired Probationary Employee shall be on probation for a period of six (6) months from the date of hiring. The employment of such an employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 as the basis of termination.

11:05 ~~Protests~~

Protests in regard to the Lists posted under Article 11:02 must be submitted in writing to the Director of Human Resources within thirty (30) calendar days from the date the Lists are posted on bulletin boards. When proof of error is presented by the employee or his/her representatives, such error will be corrected and when so corrected, the agreed upon correction shall be final. Once the seniority standing of an employee is confirmed by the first posting of the Seniority List, no further requests for changes in seniority standing shall be made. No change in the seniority status of an employee shall be made unless agreed to by the Union.

ARTICLE 12 - LOSS OF SENIORITY

12:01 Seniority rights shall cease, and employment shall be terminated for any of the following reasons;

1. Voluntary resignation
2. Discharge for just cause;
3. Failing to report as required by Article 11:01(4) of this Agreement;
4. For a Permanent Employee who has completed less than five (5) years of continuous service, after a lay-off extending for a period of more than twelve (12) consecutive months;

For a Permanent Employee who has completed five (5) or more years of continuous service, after a lay-off extending for a period of twenty-four (24) or more consecutive months, however, the Parties agree that the Benefit Plans outlined in Article 22 hereof will cease to be operative following twelve (12) months lay-off.

5. Absent from work without permission to be absent from a representative of the Employer for a period in excess of five (5) consecutive working days.

ARTICLE 13 - JOB POSTING

13:01 Vacancies & Newly Created Positions

(1) All vacant positions, newly created positions, and Limited Positions other than Summer Employee positions within the coverage of this Agreement shall be posted on all applicable Bulletin Boards for a minimum of seven (7) calendar days during which time Transit employees will have an opportunity to apply and be duly considered for such positions before other employees of the Employer and before non-employees.

(2) Posting Period

The posting period shall begin within seven (7) calendar days of the date the position becomes available and the Notice will be posted after the selection period of seven (7) calendar days following the removal of the Notice of Posting for a seven (7) calendar day period naming the successful applicant, if any.

(3) Trial Period

A successful applicant to a job posting shall be placed on an appropriate trial period. The length of this trial period shall be based on the applicant's performance and in any case shall be no longer than three (3) months. Upon completion of the said trial period and if his or her performance and services have proven satisfactory, his or her position shall be confirmed.

(4) Performance During Trial Period

In the event a successful applicant proves unsatisfactory during the trial period or the successful applicant is unable to perform the duties of the new position during the trial period, the Employee shall return to the former Job Classification without the loss of seniority. The Employee's rate of pay shall then be adjusted to the current basic rate for the Job Classification into which he or she has returned.

(5) Successful applicants to higher-rated positions outside the Scope of this Agreement, if unsatisfactory for the position during the probationary period, shall revert without loss of seniority to the Job Classification held immediately preceding such promotion providing that not more than four (4) months have elapsed since the obtaining of the promotion. The aforesaid four (4) month period may be extended by mutual consent and such consent

shall not be arbitrarily or unreasonably withheld by either party hereto.

(6) **Limited Position**

A Limited Position shall mean a position which is for a limited duration not to exceed six (6) months or such longer period as may be mutually agreed upon between the Employer and Union. Such mutual agreement shall not be arbitrarily or unreasonably withheld.

(7) The notice of posting with regard to the Limited Position will indicate the estimated probable duration.

(8) An employee filling a Limited Position shall, on termination of the said Limited Position, revert, without loss of seniority, to the Job Classification held immediately preceding the selection for the Limited Position.

(9) Notwithstanding the above any Limited Position created by a Permanent or Probationary Operator being absent will be filled by a Casual Operator until the completion of such vacancy.

13:02 Rate of Pay - Newly Created Classifications

The rate of pay for newly-created Job Classifications not covered in Schedule "A" to this Agreement, shall be in conformity with the rate of pay for Job Classifications of a similar kind. The rate of pay and hours of work for newly-created Job Classifications will be developed by the designated or proper officers of the Employer and the Union and at no time shall the number of representatives of the Employer and the Union exceed two (2) of each. If the representatives are unable to agree on the rate of pay and hours of work such dispute shall be submitted to the Grievance Procedure under Article 8 - Clause 8:06, commencing at Stage 2.

B:03 Appointment of Successful Candidate

The appointment of a successful candidate to a job posting shall become effective within four (4) weeks of the selection of the successful candidate to the job posting.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Salary Representative of the Union

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay and without loss of seniority while so engaged, provided written request is made by the Union

14.02 Union Business

Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Employer for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Agreement.

14.03 Union Conventions, Seminars or Workshops

(1) Once each calendar year, the Employer at the request of the Union shall grant one (1) duly appointed delegate a Leave of Absence with pay and without loss of seniority to attend and participate in a Convention, Seminar or Workshop of the Union provided that

- (a) The request of the Union is received by the Employer in writing at least thirty (30) calendar days in advance of the date scheduled for the commencement of the Convention, Seminar or Workshop;
- (b) Nothing herein contained obligates the Employer to pay the delegate concerned more than four (4) days regular pay (eight (8) hours each day) at his or her regular rate;
- (c) Any day(s) which the delegate concerned claims pay for is/are working days during which the Convention, Seminar, or Workshop is actually in session,
- (d) The delegate concerned, upon the request of the Employer, provides a certificate from an official of Canadian Union of Public Employees attending the Convention, Seminar or Workshop certifying that the delegate attended and

participated in the Convention, Seminar, or Workshop on the day or days for which the delegate is claiming pay.

(2) In addition to the delegate permitted under Article 14:03(1), the Employer, at the request of the Union, shall grant a maximum of two (2) further duly appointed delegates Leaves of Absence without pay and without loss of seniority to attend and participate in the Convention, Seminar or Workshop of the Union specified in Article 14:03(1) provided that the request of the Union is received by the Employer in writing at least thirty (30) calendar days in advance of the date scheduled for the commencement of the Convention, Seminar or Workshop.

(3) For any Convention, or Workshop of the Union other than the ones specified in Article 14:03(1) and (2), the Employer, at the request of the Union, shall grant a maximum of three (3) duly appointed delegates Leaves of Absence without pay and without loss of seniority to attend and participate in said Convention, Seminar or Workshop provided that the request of the Union is received by the Employer in writing at least thirty (30) calendar days in advance of the date scheduled for the commencement of the said Convention, Seminar or Workshop.

14:04 FURLOUGHS AND MILITARY LEAVES

(1) The Employer may grant employees furloughs without pay for periods not to exceed three (3) months.

(2) Prior to taking such a furlough, employees shall obtain permission to do so in writing from the Employer.

(3) Unless employees so furloughed reports for duty on or before the working day next following the date of expiration of such furlough, they shall lose all of their seniority and if they return to work thereafter, such employees shall rank as new employees, provided however, that such furlough may be extended in duration by mutual consent of both the Employer and the Union.

(4) Furloughs under this Article 14:04 shall not be granted for the purpose of engaging in work outside the services of the Employer except in cases of sickness, disability, or other exceptional circumstances.

(5) Any employee now serving or who hereafter is conscripted to serve in the Armed Forces, shall, during the Employee's absence while on Military Service, be granted a leave of absence without pay and without loss of seniority.

(6) The name of an employee on a furlough, other than a Military Leave of Absence under this Article 14:04 shall be continued on the Seniority List

14 05 JURY AND WITNESS DUTY LEAVE

(1) Employees subpoenaed to act as jurors or witnesses in criminal or civil courts or in a Coroner's Inquest shall be granted Leave of Absence without loss of seniority for such purposes and they shall not be required to perform any hours of work on the day(s) in question

(2) The employee shall be entitled to the Jury or Witness Duty Fee or his/her full salary for the period, whichever is greater.

(3) If the full salary for the period is greater than the Jury or Witness Duty Fee, then upon receipt of his or her full salary, the employee shall pay the Employer the Jury or Witness Duty Fee received for the same period.

(4) The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

14:06 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall permit, subject to applicable legislation: leave of absence without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections.

14 07 PREGNANCY LEAVE

(1) Every employee who becomes pregnant, shall in writing, notify her Director of her pregnancy, not less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner

(2) Pregnancy Leave shall conform to the provisions of The Employment Standards Act and amendments thereto. However, it is agreed and understood that an employee returning to work after a Pregnancy Leave

shall provide the Employer with a minimum notice of fourteen (14) calendar days.

(3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.

(4) **Fringe Benefits During Pregnancy Leave**

For Permanent Employees who qualify for pregnancy leave under this Article, the Employer shall, contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 22.01 (1) of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy leave in Section 36 (1) and (2) of the Employment Standards Act.

(5) **Pregnancy Leave Supplement**

A Permanent Employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Section 18, Unemployment Insurance Act, R.S.C. 1985, c. U-1, shall be paid a supplement equivalent to the difference between the sum of the Unemployment Insurance Benefit the employee is eligible to receive and Seventy-five percent (75%) of the basic rate the employee is being paid at the commencement of the pregnancy leave.

(6) **Adoption Leave**

The employer agrees; that in the case of an employee adopting a child, the three (3) months Leave of Absence which was granted under Article 14.04 (1) shall be extended up to six (6) months if determined necessary by documented evidence from the appropriate agency.

(7) An employee on Pregnancy or Adoption Leave shall continue to accrue annual vacation entitlement and seniority provided she returns to the employ of the Employer at the end of said Leave.

14.08 PERSONAL LEAVE DAYS

Employees will be granted Personal Leave Days with pay, at the discretion of the Employer, upon the following terms:

- (1) Personal Leave Days will be accumulated on a yearly basis in accordance with an employees' remaining Weekly Indemnity days from the previous year, on the following basis:

Remaining WI Days

<u>Previous Days</u>	<u>Eligible Days</u>
6	3
5	2½
4	2
3 or less	0

- (2) Personal Leave Days shall be utilized within the year following that from which they were accumulated only for the following reasons

- The day of the Employee's Marriage.
- The day of the Marriage of the Employee's child, the Employee's brother or sister.
- A serious flood or a fire within the Employee's household.
- A court appearance for the Employee's Divorce.
- The birth of the Employee's child.
- Moving of the Employee's household.
- A formal hearing to be attended by the Employee to become a Canadian Citizen.
- The graduation from University or College of an Employee's spouse or dependants.
- The illness of a dependant child.
- Supplementary bereavement leave.

14.09 Leave of Absence - Loss of Licence

An Employee who is charged with an offence under the Highway Traffic Act, while operating a City vehicle, will be granted necessary time off without loss of seniority or benefits to defend him/herself against the charge in court. In the event that the Employee has the charges cleared by the court, the Employer, at its sole discretion, may reimburse payment for loss of time incurred while defending him/herself in court.

ARTICLE 15 - HOLIDAYS

15:01 Permanent and Probationary Employees

(1) All Permanent and Probationary Employees within the Scope of this Agreement shall be paid eight (8) hours pay at their regular rate for each of the following Holidays. Permanent employees on sick leave of absence with pay shall receive the same consideration and remuneration

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

15:02 Proclaimed Holidays

In addition to the above-noted Holidays, any other Holidays proclaimed by the Lieutenant-Governor or Governor-General shall be subject to the provisions of this Article

15:03 Limitation

Notwithstanding the provisions of this Article, any entitlement to Holiday Pay therein described, will cease when an employee becomes eligible to receive Long Term Disability benefits or when the employee has been in receipt of Worker's Compensation benefits for a period of six (6) or more continuous months.

15:04 Work Performed on Holidays

Permanent and Probationary Employees called upon to work on any of the Holidays provided for under Article 15:01 and Article 15:02 shall be paid, in addition to the pay under Article 15:01, time and one-half (1½) their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

15:05 Qualification

A Permanent or Probationary Employee to qualify to be paid for a Holiday (Article 15:01) or Proclaimed Holiday (Article 15:02) must work the

Employee's regular shift before and after such Holiday or Proclaimed Holiday unless said employee is on annual vacation sick leave of absence with pay or on an approved Leave of Absence

15.06 Canada Day or Civic Holiday

Both parties agree that all employees who are on annual vacations coincident with Canada Day or the Civic Holiday may exercise one of the following options

- A. Pay in lieu of the holiday
- B. A day off in lieu will be designated at a time mutually agreed to between the employee and his or her supervisor, provided that, notwithstanding the provisions of Article 41:02 (1), a Casual Employee may be utilized to relieve the employee's lieu day(s) after same has been offered to and refused by regular employees at their regular rate of pay.

The lieu days for Canada Day and the Civic Holiday may be taken prior to the actual date of the paid holiday. Should an employee who has taken a lieu day prior to the actual date of the holiday, leave the employ of the Corporation, the cost of same shall be recovered from his or her final pay

15.07 Summer Employees

(1) All Summer Employees within the Scope of this Agreement shall be paid eight (8) hours pay at their regular rate for each of the following Holidays

- | | |
|-------------------|------------------|
| 1. New Year's Day | 4. Canada Day |
| 2. Good Friday | 5. Labour Day |
| 3. Victoria Day | 6. Christmas Day |

(2) Summer Employees called upon to work on any of the Holidays provided for under Article 15:07 (1) shall be paid in addition to the pay under Article 15:07 (1), time and one-half (1½) their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours pay for four (4) hours work or less.

- (3) A Summer Employee to qualify to be paid for a Holiday (Article 15:07) must work his or her regular shift before and after such Holiday.

ARTICLE 16 - ANNUAL VACATIONS

16:01 ~~(1) One Year or More of Continuous Service~~

Every employee who has completed one (1) year or more of continuous service with the Employer on December 31st in any year of the term of this Agreement shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER one hundred and twenty (120) hours pay at the Employee's basic rate of pay in effect on the commencement of the Employee's period of absence OR six percent (6%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(2) ~~Four or More Years of Continuous Service~~

Notwithstanding Article 16:01 (1) hereof, any employee who has completed four (4) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER one hundred and sixty (160) hours pay at the Employee's basic rate of pay in effect on the commencement of the Employee's annual vacation OR eight percent (8%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(3) ~~Nine or More Years of Continuous Service~~

Notwithstanding Article 16:01 (1) and (2) hereof, any employee who has completed nine (9) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during five (5) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred (200) hours pay at the Employee's basic rate of pay in effect on the commencement of

the Employee's annual vacation OR ten percent (10%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(4) ~~Nineteen or More Years of~~ Continuous Service

Notwithstanding Article 16:01 (1), (2) and (3) hereof, any employee who has completed nineteen (19) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during six (6) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred and forty (240) hours pay at the Employee's basic rate of pay in effect on the commencement of the Employee's annual vacation OR twelve percent (12%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(5) ~~Twenty-four or More~~ Years of Continuous Service

Notwithstanding Article 16:01 (1), (2), (3) and (4) hereof, any employee who has completed twenty-four (24) or more years of continuous service with the Employer on December 31st in any year during the term of this Agreement shall be entitled to be absent from work during seven (7) calendar weeks in each calendar year following such December 31st and to receive pay (subject to all usual and lawful deductions) equal to EITHER two hundred and eighty (280) hours pay at the Employee's basic rate of pay in effect on the commencement of the Employee's annual vacation OR fourteen percent (14%) of the total wages of the employee earned in the previous calendar year to the calendar year in which the vacation is taken, WHICHEVER IS GREATER.

(6) ~~Vacation - Increase~~

Notwithstanding the provisions of Article 16:01 (1), (2), (3), (4) and (5), the accumulation of vacation credits will cease when an employee becomes eligible to receive Long Term Disability Benefits or when the employee has been in receipt of Worker's Compensation Benefits for a period of six (6) or more continuous months

(7) **Vacation Pay**

Notwithstanding anything in the Collective Agreement to the contrary, the Corporation shall, in each year, pay each employee any difference between the percentage vacation pay and the straight time vacation pay to which the Employee is entitled for that year under Article 16 of the Collective Agreement on the first pay day in May.

16.02 (1) **Termination of Employment**

Permanent and Probationary Employees, upon termination of employment will be entitled to be paid their annual vacation accruals under their personal applicable section of Article 16.01 (1), (2), (3), (4) or (5)

(2) **Summer Employees**

Summer Employees upon termination of employment shall be entitled to vacation pay in accordance with The Employment Standards Act and amendments thereto

16.03 **Paid Holiday During Vacation Period**

Should any of the Holidays provided for in Article 15.01 fall during an employee's vacation period, then an extra day of vacation with pay in lieu of the said Holiday shall be granted to the employee with one of the following options

- A. Select a day in lieu which will be taken at a time mutually agreed to between the employee and the supervisor provided that notwithstanding the provisions of Article 41.02(1), a Casual Employee may be utilized to relieve the employees for the lieu day. The use of a Casual Employee may apply when the day in question is taken at any time other than the day immediately following his scheduled vacation
- B. Should the employee elect to take the lieu day on a day other than the day immediately following the Employee's scheduled vacation, the employee shall either schedule the lieu day or actually take the lieu day by no later than December 1 of each year.

Notwithstanding the above, should the employee fail to schedule the lieu day or actually take the lieu day by the December 1 deadline,

then the employee will be paid for the lieu day by no later than December 20 of that year.

16'04 ~~Vacation Week~~

A vacation week shall be from Monday to Sunday inclusive

16'05 ~~Advance Vacation Pay~~

Requests for advance vacation pay must be in conformance with the City Policy and Form, as attached to and forming part of this Agreement as Schedule "C".

16'06 ~~Cancellation of Vacation~~

(1) **An** employee's vacation can only be cancelled if the Employer notifies the employee in writing at least thirty (30) calendar days prior to the scheduled commencement of said vacation

(2) **An** employee shall not be contacted to work during his or her vacation and no employee shall be allowed to work during his or her vacation period.

16'07 ~~Vacation Schedule Interrupted for Medical Reasons~~

Both parties agree that should an employee be on sick leave or Weekly Indemnity Insurance at a time when the Employee's annual vacation is scheduled to occur the following options will be available

A. Vacation periods will be rescheduled at a time mutually agreed to between the employee and the supervisor, provided that notwithstanding the provisions of Article 41:02(1), a Casual Employee may be utilized to relieve during the employee's rescheduled vacation period.

OR

B. Vacation periods which cannot be rescheduled to a mutually agreeable time, will be paid out at the employee's regular rate of pay on the first full pay period in December of that year.

C. The Employer agrees that an employee who is off work and receiving Workers' Compensation benefits during the Employee's scheduled

vacation shall not be forced on vacation but may take said vacation at a future time mutually agreed upon by the employee and the Employer

ARTICLE 17 - HOURS OF WORK

17:01 Definition of Operators

For the purposes of this Agreement both parties recognize the existence of the following types of operators:

- a) Regular Operator
- b) Steady Day Shift Operator
- c) Split Shift Operator
- d) Spare Board Operator
- e) Vacation Relief Operator
- f) Flex Shift Operator

17:02 REGULAR OPERATOR

(1) A Regular Operator's normal daily hours of work, exclusive of a lunch period as per Article 17:08, shall be eight (8) hours per day not including a one-half (½) hour daily platform time. The normal work week shall be five (5) days with the days off to be according to the "rotating schedule of days off" as shown in Schedule "B" attached hereto.

(2) Flex Shift Operators normal daily hours of work exclusive of a lunch period, as per Article 17:08, shall be a minimum of seven and one-half (7½) hours per day to a maximum of eight and one-half (8½) hours per day, not including a one-half hour daily platform time. A normal work week shall be five (5) days, with the days off to be according to the rotating schedule of days off as shown in Schedule "B" attached hereto.

Notwithstanding the above the employer will ensure that Flex Shift Operators will be scheduled in a manner that provides that if an employee works the longer part of their crew on days one week the employee will work the shorter part of their crew on afternoons the following week, or vice versa.

The foregoing will require overtime to be paid in accordance with Article 18:01 (e).

(3) Regular Operators and Flex Shift Operators shall have a Rotating Work Schedule, one (1) week days, one (1) week afternoons and days off shall be planned in such a way as to effect a complete rotation among the said Operators as well as to equally distribute free weekends among the said Operators.

17 03 STEADY DAY SHIFT OPERATOR

(1) A Steady Day Shift Operator's normal daily hours of work, exclusive of a lunch period, as per Article 17 08, shall be eight (8) hours per day not including a one-half (1/2) hour daily platform time and whose normal work week shall be five (5) days from Monday to Friday or five (5) days from Monday to Saturday, and whose daily work shall not be scheduled to terminate later than 7 30 p m. It is further agreed and understood that those Steady Day Shift Operators who are scheduled to work beyond 4 30 p m will receive the Shift Differentials outlined in Articles 19 02 (a) from the time they are scheduled to commence their shift.

(2) Steady Day Shift Operators scheduled to work Monday to Friday will be off on Saturday and Sunday.

(3) Steady Day Shift Operators scheduled to work Monday to Saturday will be off according to the rotating schedule of days off as shown in Schedule "B" attached hereto.

17 04 SPLIT SHIFT OPERATORS

(1) A Split Shift Operator's normal daily hours of work shall be eight (8) hours per day not including a one-half (1/2) hour daily platform time. The Employer agrees that there shall be no split shifts beyond the overall period of twelve (12) consecutive hours not including a one-half (1/2) hour daily platform time. Split Shift Operator scheduled to work Monday to Friday shall be off work every Saturday, every Sunday and every paid holiday in which a Sunday Transit schedule, as determined by the Employer, is to be in operation.

A Split Shift Operator scheduled to work Monday to Saturday will be off every Saturday and Sunday, and both Parties agree that Casual Operators will replace the Split Shift Operators on Saturday.

The Employer agrees that there shall be no more two (2) report times daily. It is to be understood that a split shift premium of ten cents (\$.10) per minute shall be paid for the extended time worked beyond ten and one-half (10%) consecutive hours, not including a one-half (½) hour daily platform time. Such time shall be computed from the start time to the finish time as shown on the crew guide, but in no event shall such time be less than thirty (30) minutes whereafter such time shall be paid in blocks of one-quarter (¼) hour and the premium payment so calculated shall be identified on the crew guide. Any time beyond the finish time on the crew guide is subject to overtime rates as per Article 18:01 (a). The Employer agrees that there shall be no split shift scheduled to work later than 8:00 p.m., excluding platform time.

(2) The period between the first portion of his or her crew guide and the second portion of his or her crew guide shall include an unpaid lunch period of one (1) hour.

17:05 SPARE BOARD OPERATORS

(1) A Spare Board Operator is an Operator who bids on and is assigned to daily miscellaneous pieces of work and/or temporary vacancies. Where a Spare Board Operator selects or is assigned to fill a temporary vacancy on a crew in accordance with Article 17:14 of this agreement it is agreed and understood that he or she shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

(2) (a) A Spare Board Operator's normal daily hours of work over a period of consecutive hours exclusive of a lunch period as per Article 17:08 shall be eight (8) hours per day provided that if a Spare Board Operator selects or is assigned to fill a crew bid on a daily basis as a Split Shift Operator, the Spare Board Operator may elect to be subject to the normal daily hours of work and overall period of consecutive hours applicable to the split shift and shall be eligible for the split shift premium only if the Spare Board Operator so elects. The Spare Board Operator shall be paid each day eight (8) hours pay at the basic rate per hour for the Spare Board Operator's daily hours of work, except that, should a Spare Board Operator actually work more than eight (8) hours during any day or should a Spare Board Operator be requested to do a Complete Crew Guide for the day, then the

Spare Board Operator shall be paid one and one-half times (1½x) the basic rate per hour for all time worked in excess of eight (8) hours. Further, if a Spare Board Operator is requested to do a complete Crew Guide for the day, then the Spare Board Operator's day's work for that day is considered complete upon completion of the Crew Guide, and such posting of Crew Guides including spare work shall contain and include necessary information such as extension of runs, routing, including limited routing. Notwithstanding the foregoing, the Spare Board Operator shall not be obligated to take any Charter Run that is reasonably estimated by the Employer to require more than two (2) hours or a regular bus run which is reasonably estimated by the Employer to require more than one and one-half (1½) hours work beyond the Spare Board Operator's normal daily hours of work.

Notwithstanding the above, should a Spare Board Operator select or be assigned to a Flex Shift Crew the Spare Board Operator shall be paid for hours worked on the flex shift.

(2) (b) Notwithstanding the above should an employee be working on their regular day off at regular rate to make up their hours they shall select their work as per Article 17:05 (5). Should they select a split shift and elect not to complete the second part of the split shift or should they select a piece of work of less than eight (8) hours then they would only be compensated for the hours worked. It is clearly understood by both parties that select means the operator must have a choice between a full crew and a shorter piece of work. Should the operator have no choice between a full crew and a shorter piece of work the operator will be guaranteed pay for a full shift

(3) The normal number of daily hours of work on Spare Board shall be computed from the time a Spare Board Operator must report for duty.

(4) Spare Board Operators shall commence their shifts at the report time of each work assignment. Division of overtime will be subject to the provisions of Article 18:04 (1)

(5) SPARE BOARD WORK DISTRIBUTION

Notwithstanding the choices below, all work assignments must be covered first by operators at regular rate before operators at overtime rate are used **except** for spare work. Operators on days off or overtime will only exercise their choice as listed below when,

1) There is a shortage of operators at regular rate to complete all the assignments.

Notwithstanding the above it is clearly understood and agreed to by both Parties that if spare work is available it must be assigned to operators at overtime rate by seniority before they are allowed to select other assignments.

All Spare Boardwork will be offered in accordance with the choices laid out below:

- a) **First Choice:**
Regular Permanent or Probationary Spare Board Operators at regular rate by seniority;
- (b) **Second Choice:**
Regular Permanent and Probationary Operators on regular day off at regular rate by seniority;
- (c) **Third Choice:**
Other Permanent and Probationary Operators on day off at overtime rate by seniority;
- (d) **Fourth Choice:**
Other Permanent and Probationary Operators on overtime by seniority providing the Operators concerned can absorb the piece of work;
- (e) **Fifth Choice:**
Casual Employee Operators at regular rate by seniority;
- (f) **Sixth Choice:**
Casual Employee Operators on **DAY OFF** at overtime rate by seniority;

- (g) **Seventh Choice:**
Casual Employee Operators on overtime rate by seniority providing the operators concerned can absorb the piece of work
- (h) **Eighth Choice:**
Summer Employee Spare Board Operators at regular rate,
- (i) **Ninth Choice:**
Other Summer Employee Operators on day off,
- (j) **Tenth Choice:**
Other Summer Employee Operators on overtime provided the Operators concerned can absorb the piece of work

2) **All known work will be offered in the following fashion:**

At 9:00 p.m. or 11:00 a.m. as the case may be, the Inspector on duty will telephone those Operators who are scheduled to work as regular Spare Board Operators at regular rate by seniority to select their work assignment. The Inspector on duty will then telephone those Operators who have indicated their desire to work overtime by signing the appropriate posting in accordance with Article 18:04. Those who confirm their desire to work will be recalled by seniority to select their work assignment. If an employee has previously indicated their desire to work and then refuses same, the call-in will not be adjusted and the overtime hours that would have been worked will be added to the list of overtime hours for that employee.

Should additional work become available after the Inspector has filled all known work assignments and there are no operators available at regular rate, then the Operator with the least amount of overtime hours will be offered the work.

- a) 9:00 p.m. call (prior night) all known work available on the following day up to and including the 1:00 p.m. report time and;
- b) 11:00 a.m. call (same day) all known work on that same day available after the 1:00 p.m. report time.

3) The employer may replace an employee working at overtime rate as soon as a Permanent, Probationary, Casual or Summer Employee at regular rate becomes available in accordance with the choices laid out below, provided that the Employee that is relieving does not work more than one (1) hour overtime before completing the assignment.

- (a) Summer Employee Operator at overtime rate;
- (b) Casual Operator at overtime rate;
- (c) Permanent or probationary Operator on overtime by seniority;
- (d) Permanent or Probationary Operator on regular day off at overtime rate by seniority

4) On a daily basis the Employer shall replace a Casual Employee who has selected or been assigned work according to Article 17:05(5) with a Permanent or Probationary Operator on a regular day off at the regular rate as soon as such an Operator becomes available to perform the work

17.06 VACATION RELIEF OPERATORS

A Vacation Relief Operator is an Operator who during the June Sign Up Board of Crew Guides selects to relieve other operators who are scheduled to take all or part of their annual vacation during the period of the June Sign Up Board of Crew Guides

Where a Vacation Relief Operator selects or is assigned to fill a vacancy on a crew created by an Operator taking vacation it is agreed and understood that the Vacation Relief Operator shall then become a Regular Operator, Flex Shift Operator, Split Shift Operator, Steady Day Shift Operator and shall be subject to the normal daily hours of work and overall period of consecutive hours applicable to the selected or assigned crew guide.

When a Vacation Relief Operator selects or is assigned to fill a vacancy created by an operator taking vacation the Vacation Relief Operator must select or be assigned to all the weeks of vacation that run consecutively for that operator.

- 17:07 Transit Management will make every effort to assist Permanent and Probationary Employees to adjust their work week so that they do not work less than eighty (80) hours bi-weekly or work more than eighty (80) hours bi-weekly not including platform time. Should an employee work more or less than eighty (80) regular hours not including platform time in one pay period their hours will be adjusted in the next pay period.
- 17:08 Operators shall be relieved for an unpaid lunch period, the duration of which will be a minimum of one-half (½) hour to a maximum of one (1) hour. This lunch period could also be divided into two (2) lunch periods of one-half (½) hour duration each, as scheduled by the Employer.
- 17:09 No Operator shall be required to work overtime after completing his or her regular assignment except in cases of emergency or when no Spare Board Operator is available and then the Operator shall not be required to work more than one (1) scheduled run or one and one-half (1½) hours whichever is the minimum.
- 17:10 Forty-eight (48) hours notice shall be given to the Union and to all Operators affected, except Spare Board Operators, and Casual Operators before change of Crew Guide or Shift. Failure to provide at least nine (9) hours rest for all Operators between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. This overtime payment shall be in addition to the normal eight (8) hours pay for the day in question.
- 17:11 Where an Operator cannot complete any scheduled run or Crew Guide on account of failure of equipment, shortage of equipment, or adverse weather or road conditions, the Operator shall not be penalized in any way for the day on which the failure of equipment, shortage of equipment or adverse weather or road conditions occur.
- 17:12 (a) A Sign-Up Board of crew guides provided by the Employer shall be posted for Permanent and Probationary Operators to make their selection of the Crew Guide they desire by seniority not less than four (4) times per year effective in the months of March, June, the last half of August and the first half of the months of September and December. At the same time, the Employer shall post a date and time on which a Permanent or Probationary Operator must make his or her selection, which date and time shall not be

less than seven (7) calendar days after the posting of the Sign-Up Board, If the Permanent or Probationary Operator does not make his or her selection on that fixed date and time, then a Union Steward designated by the Union shall make the run selection for the defaulting operator by 9:00 a.m. of the day following the date and the time posted by the Employer, failing which, the Permanent & Probationary Operator shall be by-passed and may make his or her selection from the remaining crews at any time prior to the finalization of the Sign-Up Board. New Crew Guides shall be posted in order that Permanent and Probationary Operators can make their selection of the Crew Guide they desire by seniority. Once a Sign-Up Board of Crew Guides has been completed for selection purposes, no change shall be made to the Sign-Up Board and no change shall be made to the Crew Guides, unless by mutual agreement between the Union and Management. The Employer will not contact the employee on Sundays for the purpose of securing crew bids. Should an Operator be scheduled for a long weekend at the commencement or termination of a crew bid and cannot successfully bid back into the same group because it is full, the said Operator shall be allowed to finish the long weekend provided the employee agrees to work a subsequent day off at the regular rate when requested to do so by the Employer. The Employer agrees to provide the employee with forty-eight (48) hours notice of the request to work the day off.

(b) All unfilled crews remaining after the Sign-up Board has been completed, as determined in sub-paragraph (a) herein, will be posted for a further two (2) week period. Subsequent vacancies created thereby will also be posted for a two (2) week period.

Notwithstanding the above time periods, remaining unfilled crews will be offered or assigned to a Spare Board Operator

(c) A Sign-Up Board of crew guides specifically relating to Saturday and Monday work due to Permanent and Probationary Operators being on their regular days off shall be posted by the Employer. Casual Operators shall make their selection of the Crew Guides they desire by seniority not less than four (4) times per year effective in the months of March, June, the last half of August or the first-half of the months of September and December. At the same time the Employer shall post the date and time on which the Casual Operator must make his or her selection, which date and time shall not be less than seven (7) calendar days after the posting of the Sign-Up

Board If the Casual Operator does not make his or her selection on that fixed date and time the Casual Operator concerned will be by-passed and he or she shall make his or her selection or be assigned from the remaining vacancies as the case may be

17:13 INACTIVE BOARD

Employees absent for thirty (30) calendar days prior to the posting of any Sign-Up Board, shall be placed on the Inactive Board, unless said employees provide a valid medical certificate by no later than the commencement of the bidding process stating that they shall return to work within thirty (30) calendar days of the effective date of the new Crew Guides

Should an Operator be unable to return to work within the thirty (30) calendar days of the effective date of the new Crew Guides, the operator will be placed on the Inactive Board and the crew the Operator selected will be offered to all Operators by use of the Sign Up Board Procedures for Crew Guides as set out in Article 17:14

Employees on the Inactive Board shall not be allowed to bid. In the event that employees on the Inactive Board return to work, they shall be placed on the Spare Board according to Seniority.

17:14 (a) When an Operator's temporary vacancy of unknown duration or of a known duration of more than seven (7) calendar days occurs on a Crew, such vacancy will be posted and will include a copy of the current Crew Guide. The vacancy will be posted for bidding for a period of seven (7) calendar days from one Friday noon until the next Friday noon. This posting shall be the only posting and shall hereinafter be referred to as the "original posting" and no vacancy shall be posted on more than one occasion.

(b) The vacancy before the seven (7) calendar day posting period will be filled on the first day of the vacancy as Spare Board work to be distributed in accordance with Article 17:05 (5).

(c) The vacancy during the seven (7) calendar day posting period will be offered to all unassigned Permanent and Probationary Spare Board Operators by seniority. If no Permanent or Probationary Spare Board Operator agrees to cover the vacancy, it will be filled on a day to day basis by a Casual Operator on rotation.

(d) All unassigned Permanent or Probationary Spare Board Operators must contact the Inspector by 9:00 p.m. on the Friday of the closing date of all postings in order to select or be assigned to any unassigned vacancy. Failure to do so will result in the operator concerned being by-passed and he or she shall make his or her selection or be assigned from the remaining vacancies as the case may be.

(e) If two (2) or more Permanent or Probationary Spare Board Operators sign the original posting, then, firstly, the Permanent or Probationary Spare Board Operator in accordance with seniority, shall be designated according to his or her selection to fill the vacancy.

(f) The successful Permanent or Probationary Spare Board Operator who fills the temporary vacancy concerned shall do so until the expiration of such vacancy unless he or she is the successful applicant on a posting on another different subsequent vacancy. In such case the operator shall fill the former vacancy until the commencement date of the other subsequent posting. When filling any vacancy the operator shall assume the same shifts and the same rotating days off as the operator he or she is replacing.

Notwithstanding the above, Summer Employees who fill the temporary vacancy concerned shall do so until the expiration of such vacancy.

(g) The remainder of any vacancy created due to the operation of Article: 17:14(f) shall be open to Permanent and Probationary Spare Board Operators by seniority. A Permanent or Probationary Spare Board Operator, who wishes to select such remainder of a vacancy must indicate his or her choice by signing the original posting and the selection must be made by noon of the Friday preceding the Monday commencement date of the remainder of the vacancy.

(h) If no Permanent or Probationary Spare Board Operator, signs the original posting for a vacancy or remainder of a vacancy, as the case may be, by noon of the Friday preceding the Monday commencement date, or in the event that there is no successful applicant for the vacancy or remainder of a vacancy as the case may be, then the vacancy or remainder of a vacancy, as the case may be, will be assigned by the Employer to Permanent or Probationary Spare Board Operators according to the least seniority to perform the vacancy or the remainder of the vacancy, as the

case may be, except in the case of any Permanent or Probationary Spare Board Operator who shall do so until the expiration of such vacancy or the remainder of such vacancy, as the case may be, unless he or she is the successful applicant on a posting of another different subsequent vacancy.

(i) If no Permanent or Probationary Spare Board Operators are available for a vacancy and the vacancy is filled by a Casual Operator on rotation until a Permanent or Probationary Spare Board Operator becomes available, at such time as a Permanent or Probationary Spare Board Operator becomes available, the vacancy may be filled by such Operator on a day to day basis until the Monday commencement date of the remainder of the vacancy.

(j) Notwithstanding anything herein contained where an Operator voluntarily resigns, is transferred or is discharged, then the Operator's position shall be filled by use of the Sign-Up Board procedure for Crew Guides set out in Article 17:14.

17.15 TRAINING ON NEW EQUIPMENT

With either the purchase of new equipment or different types of equipment, Operators required to train on such equipment will be paid at their appropriate rate of pay while so training

17:16 STANDBY TIME:

means, the portion of an Operator's shift during which the Operator is not specifically scheduled to operate a bus on the Operator's Crew Guide and therefore is waiting to be assigned work which may become available. During the Operator's normal daily hours of work, the Operator will remain on the Employer's premises during Standby time unless otherwise directed by the Inspector on duty.

Operators on standby will complete any crew assigned to them that does not require them to work more than one-half ($\frac{1}{2}$) hour beyond their normal finishing time.

When no regular Spare Board Operator is available the following will apply.

Any complete crew that requires a regular operator to work more than one-half ($\frac{1}{2}$) hour beyond the Operator's regular finishing time will be assigned to a Casual Operator on a daily basis and that Casual Operator will

report at the platform time indicated on the Crew Guide. When so assigned the Casual Operator concerned shall complete said Crew Guides.

Notwithstanding the above, should any operator on standby be assigned to operator's work which becomes available as a result of illness or in the case of an emergency then the operator on standby who was assigned the work will be required to complete the assignment.

17:17 MECHANICS

(1) Mechanics "A", Bench Mechanics "A", Inspection Mechanic and Tire/Farebox Repairer shall work according to Schedules established jointly by the Employer and the Union.

(2) The Mechanic's Shift Schedule shall be as set out in Schedule "E" attached hereto and forming part of this Agreement.

17:18 CLEANERS

(1) Cleaners shall work on a Rotating Schedule established jointly by the Employer and the Union

(2) The Rotating Schedule established shall

(a) Consist of shifts having the following times:

(i) 8:00 a.m. Monday to 4:00 p.m. Friday,

(ii) 6:00 p.m. Monday to 2:00 a.m. Saturday.

(b) Not require any Cleaner to work more than five (5) consecutive eight (8) hour shifts in a weekly period of seven (7) days.

(c) Provide every Cleaner with at least two (2) consecutive days off in every weekly period of seven (7) days.

17:19 NIGHT LEADER

The normal work week for Night Leaders shall be five (5) days with the normal daily hours of work to be:

(i) 6:00 p.m. Monday to 2:00 a.m. Saturday.

17 20 LUBRICATOR

The normal work week for a Lubricator shall consist of five (5) consecutive eight (8) hour shifts which will be worked between the hours of 10 00 p m and 8 00 a m the following day

The employee may elect one of the following schedules:

- (1) Work week commencing Sunday night shift (no later than 12:01 a.m.);
- (2) Monday night shift (no later than 12:01 a.m.);
- (3) Employee must advise the Employer of any change to the established work schedule one (1) week in advance of the change.

17 21 SERVICEPERSONS

(1) Servicepersons shall work on a Rotating Schedule established jointly by the Employer and the Union

(2) Afternoon Shift hours shall be:

6 00 p m to 2 00 a m Monday to Friday

5 00 p m to 1 00 a m Saturday

2 00 p m to 10 00 p m Sunday and when Sunday Schedule is in effect

Night Shift hours shall be:

10:00 p.m. to 6:00 a.m. Monday to Sunday

(3) Permanent and Probationary Servicepersons shall work a Monday to Friday rotating schedule

Permanent and Probationary Servicepersons may change their work schedule to Sunday to Thursday with seven (7) days prior notification provided to the Employer, as long as they maintain their initial afternoon or night shifts

- (4) Casual Servicepersons will work on the Permanent and Probationary Employees' days off on a rotating schedule.
- (5) Additional work will be shared among Casual Servicepersons as evenly as possible.

17:22 **Autobody Repairer Shift Schedule**

The normal workweek for the Autobody Repairer shall be five (5) days with the normal daily hours of work to be 8:00 a.m. to 4:00 p.m. inclusive, Monday through Friday.

ARTICLE 18 - OVERTIME

18:01 **Overtime Rate**

Compensation at the rate of time and one-half (1½x) the regular rate per hour shall be paid for all work performed outside the normal working hours as set out in Article 17 - Hours of Work subject to the following provisions:

- a) Overtime at the rate of time and one-half (1½x) the regular rate per hour will only be paid after eight (8) hours of work daily at the regular rate per hour and/or forty (40) hours of work weekly at the regular rate per hour (not including platform time).
- b) Sick leave, Weekly Indemnity, Long Term Disability and Workers' Compensation do not apply as hours worked for overtime purposes only.
- c) **An** employee who voluntarily works his or her day off prior to having worked forty (40) hours in the week, will be paid at the regular rate for the first eight (8) hours.
- d) **An** employee who is forced to work his or her regular day off prior to having worked forty (40) hours in the week, will be paid at one and one-half times (1 ½x) the regular rate for all hours worked on that day.
- e) Notwithstanding the provisions of Article 18:01(a) above, an employee working on a Flex Shift Crew will be paid overtime at the rate of time and one-half (1½x) the regular rate per hour only after

employee has completed the hours specified on the Flex Shift Crew, on a daily basis, at the regular rate per hour and/or up to the total hours scheduled in a five day period for that Flex Shift Crew.

18:02 Sunday Work

(1) Work performed by Casual Operators when a Sunday schedule is in effect shall be assigned to Casual Operators on a rotating basis.

Both Parties agree that a Casual Operator working on a Sunday shall be paid at the regular rate of pay and shall receive the Sunday Shift Differential specified in Article 19:03 of the Collective Agreement.

(2) Notwithstanding Article 18:02 (1) of the Collective Agreement, when the Employer forces Operators to work a Sunday Schedule it will be done in such a manner as to ensure that the Operators concerned are guaranteed a minimum nine (9) hour rest period.

18 03 Work Not Continuous With Regular Shift

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less at the prevailing overtime rate

18:04 Division of Overtime

(1) Overtime other than Sunday and Paid Holidays when a Sunday service is in effect as described in Article 15 of the Collective Agreement will be divided as equally as possible among the Permanent and Probationary Employees at per employee classification. Such overtime shall be offered to Permanent and Probationary Employees covered by this Agreement before Casual or Summer Employees or non-employees are considered.

(2) An employee may be required to work his or her days off only when an actual curtailment of service becomes evident.

18 05 Overtime Paid Meal Period

Employees, other than those working their normal day off who are required to work more than two (2) hours overtime continuous with their regular day or shift shall be provided with a one (1) hour paid meal period at their regular rate

18:06 List of Overtime Hours Worked

The Employer shall supply the Union on a monthly basis, with a list of all employees indicating the overtime hours worked by each employee and the number of overtime hours offered to each employee who has previously signed up for overtime and then refuses same

18:07 The Employer may schedule up to a maximum of fifteen (15) minutes of overtime per day for up to one-third ($\frac{1}{3}$) of the total number of crews.

Notwithstanding the above, the onequarter ($\frac{1}{4}$) hour overtime for Split Shift Operators may only be added at the end of the first part of the split shift. It is understood that a Split Shift Operator will not work the bonus portion of the platform time.

Any scheduled overtime as per the provisions of Article 18:07 will be paid at one and one-half (1 $\frac{1}{2}$) times the regular hourly rate.

ARTICLE 19 - SHIFT AND SUNDAY DIFFERENTIALS

19:01 Maintenance Employees

The following Shift Differentials shall apply to all Maintenance Employees and Supporting Staff:

- A. (i) A shift differential of forty cents (\$0.40) per hour shall be paid for all normal daily hours worked between the hours of 4:00 p.m. and midnight;
- B. (i) A shift differential of forty-six cents (\$0.46) per hour shall be paid for all normal daily hours worked between the hours of midnight and 8:00 a.m.;

19:02 Operators

The following Shift Differentials shall apply to Operators:

- A. A shift differential of forty cents (\$0.40) per hour shall be paid for all normal daily hours worked between the hours of 4:00 p.m. and midnight;

- B. The provisions of Articles 19:02 A above shall also apply to Split Shift Operators in the afternoon during the second half of the split shift.

19:03 **Sunday Differentials**

A Sunday Differential of One Dollar and Seventy Cents (\$1.70) per hour shall be paid to all Maintenance Employees and Supporting Staff for regular hours of work on Sunday.

ARTICLE 20 - NOTIFICATIONS

- 20:01 The Recording Secretary of the Union shall be notified in writing at least monthly of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE 21 - RELIEVING IN OTHER GRADES

21:01 **Relieving in a Position of Higher Rating**

When an employee is detailed to relieve in a position of higher rating, he or she shall receive the pay rate applicable for the job classification in which he or she is relieving for the full relief period.

21:02 **Relieving in a Position of Lower Rating**

When an employee is detailed to relieve in a position of lower rating for any period, four (4) weeks or less, he or she shall maintain his or her basic rate of pay while so assigned.

21:03 **Relieving Outside the Bargaining Unit**

All employees temporarily assigned and willing to replace supervisory personnel outside the Scope of this Agreement will receive no less than the entry rate in the appropriate group of the Non-Union pay scale. It is agreed and understood that based on the amount of time spent while assigned to a Non-Union position the employee will also be entitled to the applicable progression in the pay group.

ARTICLE 22 - BENEFIT PLANS

22:01 (1) Permanent Employees

For Permanent Employees, the Employer agrees to contribute one hundred percent (100%) of the total premium cost for the following plans:

(a) Ontario Health Tax on a Replacement Plan introduced by the Ontario Government.

(b) Liberty Health Comprehensive Extended Health Care (or equivalent carrier), including Overage Dependant Student Coverage;

(c) Liberty Health Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage;

(1996 O.D.A. Fee Schedule effective as soon as possible following ratification);

(1997, 1998 and 1999 O.D.A. Fee Schedule; effective as soon as possible following announcement of fee schedules);

(d) Group Life Insurance Plan (one and one-half (1%) times basic annual earnings);

(e) **Weekly** Indemnity insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the **terms** and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);

(9) Long Term Disability insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life Insurance Co. (or equivalent carrier);

(2) Both Parties agree that eligibility for Long Term Disability Benefits described in Article 22:01 (1) **(9)** above will cease when:

- a) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Worker's Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit:

OR

- b) When the employee becomes eligible for an O.M.E.R.S. Early Service Pension which is not actuarially reduced.

(3) Probationary Employees

For Probationary Employees, the Employer agrees to contribute one hundred percent (100%) of the total premium cost for the following Plans:

- (a) Ontario Health Insurance Tax on a Replacement Plan introduced by the Ontario Government;
- (b) Liberty Health Comprehensive Extended Health Care (or equivalent carrier), including Overage Dependant Student Coverage;

(Two Hundred and Sixty Dollar (\$260.00) eye glass subsidy)

- (c) Liberty Health Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage;

(1996 O.D.A. Fee Schedule effective as Soon as possible following ratification);

(1997: 1998 and 1999 O.D.A. Fee Schedules effective as soon as possible following announcement of fee schedules);

- (d) Weekly Indemnity insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract with Maritime Life **insurance** Co. (or equivalent carrier).

(4) When an employee becomes eligible for Weekly Indemnity Insurance while occupying a Limited Vacancy as described in Article 13:01 (6) of the Collective Agreement, the benefits to which he or she is entitled shall be based on the employee's regular rate of pay as defined in Article 33:04 of the Collective Agreement only for the duration of the limited vacancy.

Following the duration of the limited vacancy, the Weekly Indemnity benefit to which the employee is entitled will be based on the employee's basic rate of pay as defined in Article 33:04 of the Collective Agreement.

(5) **Continuation of Benefits**

For employees who have had fifteen (15) or more years of continuous service with the Corporation or with the Corporation and any other Municipality, or Local Board, as defined in the Municipal Act, or any two or more of them, the Employer agrees to contribute One Hundred Percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier);

(Annual deductible of \$25.00 single \$50.00 family) with Eye Glass subsidy of One Hundred and Twenty Dollars (\$120.00)

- b) Group Life Insurance Plan; (Ten Thousand Dollar {\$10,000} value)

(6) The provisions of Article 22:01 (5) apply only to a person who:

- (i) Has applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.
- (ii) Has applied for an O.M.E.R.S. Disability Pension
- (iii) Is an employee and has been disabled for twenty-four (24) continuous months and is in receipt of Long Term Disability or Worker's Compensation Benefits.

(7) In the event of the demise of an employee prior to the age of sixty-five (65), who is in receipt of the benefits described in Article 23:01 (5), and

leave: a surviving spouse, the following conditions shall apply:

- 1) The employer will continue to contribute one hundred per cent (100%) of the total premium cost for the following benefits:
 - Liberty Health Comprehensive Extended Health Care (or equivalent carrier) (Annual deductible of Twenty-five Dollars (\$25.00) single, Fifty Dollar; (\$50.00) family) With Eye Glass subsidy of One Hundred and Twenty Dollars (\$120.00).
- 2) These benefits will be provided to the surviving spouse and any eligible dependents until the surviving spouse attains age sixty-five (65) but only for a maximum period of five (5) years following the death of the employee.

22:02 (1) Participation - Condition of Employment

Participation in these plans becomes a condition of employment for all Permanent and Probationary Employees except as hereinafter provided

(2) Summer Employee

For every Summer Employee, the Employer agrees to contribute one hundred percent (100%) of the total premium cost for the Ontario Health or Replacement Plan introduced by the Ontario Government on behalf of the employee.

22:03 Exclusion From Plans

Employees not wishing to participate in any of the plans listed under Article 22:01 must indicate their wishes in writing to the Director of Human Resources and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Director of Human Resources and a representative of the Union.

22:04 Employees on Leave of Absence Without Pay

Employees on leave of absence without pay in excess of two (2) continuous calendar weeks shall assume the total cost of premiums for the benefit plans under Article 22:01 for those months covered by the leave of absence without pay

22:05 Notwithstanding the provisions of Article 22:03, the cost of Benefit Plans described in Article 22:01 (1) and 22:01 (3) shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Weekly Indemnity Insurance described in Articles 22:01 (1) (f) and 22:01 (3) (d) or Long Term Disability Insurance described in Article 22:01 (1) (f).

22:06 Equivalent Carrier

Both Parties agree that should the Employer or the Union find an equivalent carrier at a more economical rate compared to those in Articles 22:01 (1) or 22:01 (3), the parties will meet and seriously discuss the subject matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

ARTICLE 23 - SICK AND BEREAVEMENT LEAVE

23:01 SICK LEAVE

- (1) Subject to the provisions of this Article hereinafter set out, all employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in Sick Leave By-law #73-17 as amended by By-law #82-119 and all by-law amendments thereto. It is agreed and understood that the Sick Leave By-law #73-17 of the Employer will not be amended during the life of this Agreement so as to adversely affect the employees covered by this Agreement. The By-Law is attached hereto and forms part of the 'this Agreement

- (2) If an Operator who is scheduled to begin work in the morning is sick, the Operator shall report the sickness to a representative of the Employer on duty at least one-half (½) hour before the beginning of the Operator's shift unless it is not possible for the Operator to do so.

- (3) If an Operator who is scheduled to begin work in the afternoon is sick, then the Operator shall report the sickness to a representative of the Employer on duty at least one-half (½) hour before the beginning of the Operator's shift, unless it is not possible for the Operator to do so

- (4) At the close of each year the Employer shall advise each employee in writing of the amount of sick leave accrued to the Employee's credit and

of the number of days or fraction thereof utilized during the year concerned.

(5) The parties hereby agree that the six (6) non-accumulative sick leave credits in any calendar year to which an employee who is a member of Local 1662 is entitled, shall be reduced by:

(i) Two (2) days if that employee is absent on seven (7) occasions during the preceding twelve (12) consecutive months;

(ii) Four (4) days if that employee is absent on eight (8) occasions during the preceding twelve (12) consecutive months;

or

(iii) Six (6) days if that employee is absent on nine (9) or more occasions during the preceding twelve (12) consecutive months provided that this paragraph shall not apply to any employee who has been absent for a total of ten (10) or fewer days during the preceding twenty-four (24) consecutive months for which the entitlement to non-accumulative sick leave credits is to be determined.

(6) Both Parties agree that personal leaves of absence which have been approved by the General Manager Operations or his/her designate, and leaves of absence of one and one half (1%) hours or less for medical or dental care, for which reasonable notice has been given will not constitute an occasion

23.02 - BEREAVEMENT LEAVE

(1) *Immediate Family*

In the case of the demise of a member of the immediate family, Permanent and Probationary Employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean father, step-father, mother, step-mother, wife, husband, bona fide common-law spouse, brother, sister, son, stepson, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren. Bereavement

Leave of Absence for the demise of members of the immediate family shall not be deducted from the employee's accumulated sick leave credits.

(2) Brother-in-law or Sister-in-law, Son-in-law or
Daughter-in-law

In the case of the demise of a brother-in-law or a sister-in-law, son-in-law or daughter-in-law, Permanent and Probationary Employees shall be permitted a leave of absence with pay for up to three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. The first two (2) working days of any Bereavement Leave of Absence for the demise of a brother-in-law or sister-in-law, son-in-law or daughter-in-law shall not be deducted from the employee's accumulated sick leave credits. However, the third working day, if any, of any Bereavement Leave of Absence for the demise of a brother-in-law or a sister-in-law, son-in-law or daughter-in-law shall be deducted from the employee's accumulated sick leave credits.

(3) Travel Time

In the event that the death of a member of an employee's family as defined in 23:02 (1) and (2) requires the employee to travel three hundred and twenty (320) or more kilometers (one way) to attend at the funeral, an additional two (2) days leave of absence without pay shall be granted, provided written request is submitted by the employee to the General Manager Operations or his/her designate prior to departure.

(4) During Vacation Period

Where an employee qualifies for Bereavement Leave during his or her period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be rescheduled as mutually agreed between the employee and his or her supervisor.

ARTICLE 24 - PENSION PLANS

24:01 All employees reaching normal retirement age shall be obliged to retire from the services of the Employer and at such time shall be eligible to be paid any pension and/or retirement allowance to which they are entitled.

24:02 The Pension Plans established under the Canada Pension Plan Act and the

O.M.E.R.S. Act shall be adopted by the Employer and the Union

ARTICLE 25 - COLLECTIVE AGREEMENT - EXTENSION OF TERM

25:01 Notwithstanding Article 31 - Term of Agreement, the Employer and the Union agrees to the provisions of Sub Section 58 (2) of the Labour Relations Act, 1995, as amended from time to time.

ARTICLE 26 - PAY DAYS

26:01 (1) Pay Days for the duration of this agreement shall be every second Friday, except that, should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day, provided no interruption beyond the control of the Employer is encountered. Employees shall be paid by 10:00 a.m. on Pay Days provided no interruption beyond the control of the Employer is encountered.

(2) Notwithstanding Article 26:01 (1), the employees on the afternoon shift on the Thursday before a Pay Day can pick up their Bank Deposit Stub upon finishing their assignment, provided no interruption beyond the control of the Employer is encountered.

(3) Notwithstanding Article 26:01 (1), the employees whose regularly scheduled day off falls on a Pay Day can pick up their Bank Deposit Stub any time after 4:30 p.m. on the day immediately preceding the Pay Day provided no interruption beyond the control of the Employer is encountered.

26:02 The Employer will show conspicuously in writing on the Bank Deposit Stub which shall be made available to each employee the following facts: employee's hourly rate of pay; number of regular hours worked; number of overtime hours worked and all deductions made.

ARTICLE 27 - BULLETIN BOARDS

27:01 The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards are to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 28 - GENERAL

28:01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall be deemed to be part of this Agreement and shall be appended hereto, but may be modified by mutual agreement between the Employer and the Union.

28:02 **Medical Re-checks**

(1) The Union agrees that the Employer shall have the right once each calendar year to send employees for medical re-checks and eye tests, the cost thereof, to be borne by the Employer.

(2) An employee shall have the right, upon receipt of the medical report or eye report, to provide evidence to the contrary at the employee's own expense.

(3) In the event that the reports do not agree, differences may be settled in accordance with the Grievance Procedure and, in default of settlement at this stage, it shall be settled by an Arbitration Board formed of three (3) qualified medical practitioners. One (1) qualified medical practitioner shall be appointed by the Union within seven (7) calendar days of the end of the Grievance Procedure and one (1) qualified medical practitioner shall be appointed by the Employer within seven (7) calendar days of the end of the Grievance Procedure. Both of these appointees shall appoint a third (3rd) qualified medical practitioner who shall be the Chairman of the Arbitration Board.

In default of such appointment, either party may apply to the Ontario Labour-Management Arbitration Commission for such appointment. The decision of the Board so constituted shall be binding upon both Parties. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, then the decision of the Chairperson governs.

28:03 **Access to Personnel File**

It shall be the right of each employee, upon sufficient notice and at reasonable intervals, to have access to and review the contents of his or her personnel file, including attendance records, in the presence of the Director of Human Resources or the Director's designate. With written permission of the employee, a Union Representative shall also have the right of access to

an employee's personnel file, including the Employee's attendance record.

28:04 **Laundering**

The Employer shall bear the cost of supplying and laundering one (1) pair of coveralls per week for each Mechanic "A", Bench Mechanic "A", Inspection Mechanic, Lubricator, Tire/Farebox Repairer, Serviceperson, Night Leader, Cleaner and Licensed Autobody Repairer.

28:05 **Free Transportation**

(1) The Employer agrees to provide free transportation for all its employees over the transit systems of the Employer and in accordance with its published schedules of operations.

(2) All employees will receive an authorized pass issued by the Employer to each individual employee concerned. Employees riding on a pass must present their pass to the Operator immediately upon entering the vehicle.

28:06 **Uniforms**

(1) The Employer agrees to supply Permanent and Probationary Operators with uniforms and necessary accessories on the following basis: one (1) standard uniform, (one (1) tunic or one (1) waist length nylon jacket, two (2) pairs of trousers, four (4) shirts - every year; one (1) cap or sweater, four (4) ties, and one (1) winter parka every two (2) years. The term "accessories" shall be deemed to mean Punch, Safety Badge and Instruction Manual. The Employer shall issue uniforms to all Operators by no later than May 15th of each year.

No unauthorized alterations shall be made to the standard uniform or to the accessories supplied.

(2) Both Parties agree that Operators must actually work a minimum of One Hundred and Fifty (150) days each year in order to be entitled to uniforms and accessories described in Article 28:06 (1).

(3) Notwithstanding the provisions of Article 28:06 (2), should a change in uniform style be made while an operator is on a leave of absence extending beyond One Hundred and Fifty (150) days for whatever reason, the Employer will order any portion of the uniform or any of the accessories

which have been changed by no later than ten (10) working days following the Operator's return to work.

(4) The Employer agrees to supply Summer Employees filling Operator positions with a uniform and necessary accessories on the following basis: one (1) pair of summer trousers and two (2) short-sleeved shirts. The term "accessories" shall be deemed to mean Punch and Instruction Manual.

No unauthorized alterations shall be made to the standard uniform or to the accessories supplied.

(5) (a) If the employment of an Operator terminates within the first six (6) months of service, the Operator shall reimburse the Employer with the full amount of the cost of those parts of the standard uniform which are not returned by the Operator to the Employer.

(b) If the employment of an Operator terminates after serving more than six (6) months but not less than twelve (12) months with the Employer, the Employee shall then reimburse the Employer with fifty percent (50%) of the amount of the cost of those parts of the standard uniform not returned by the Operator to the Employer.

(c) If the employment of an Operator terminates after serving twelve (12) months or more with the Employer, then the Operator shall be entitled to retain all of the standard uniform and the Operator shall not incur any recovery cost therefore.

(d) If the employment of an Operator terminates, the Operator shall return all accessories supplied by the Employer. For those accessories the Operator fails to return, the Operator shall reimburse the Employer with the full replacement cost of those accessories.

(e) Upon retirement or should an employee die while in the service of the Employer, no recovery cost will be incurred.

(6) The Employer agrees to supply Permanent, Probationary and Casual Employees in the Mechanical Section, to include Mechanics, Servicepersons, Tire/Farebox Repairer, Autobody Repairer and Lubricators with the following:

one (1) winter parka, every three (3) years,

one (1) pair of winter gloves, every year, the design and quality of the winter gloves are to be mutually agreed to between the Parties.

- (7) **The Employer** will ensure that those employees who are required to wear uniforms are measured for size once per year.

A female seamstress shall be available upon request

- (8) Seniority for Casual Employees shall be as defined in Article 41:04 (1) of the Collective Agreement.

28:07 *Time Act*

Notwithstanding the *Time Act*, R.S.O. 1990 C.T.9, as amended from time to time, where Daylight Saving Time is in effect in the City of Sudbury and where any hour or other point in time is stated in writing in this Agreement or any question as to time arises in the interpretation, application administration or alleged violation of this Agreement, the time referred to or intended shall be held to be Daylight Saving Time.

28:08 *Safety Footwear*

1) During the contract year April 1, 1996 to March 31, 1997, the Safety Footwear Subsidy for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act 1978 and Regulations for Construction Projects will be in the amount of Eighty-Five Dollars (\$85.00) per annum.

(2) During the contract year April 1, 1997 to March 31, 1998 the Safety Footwear Subsidy for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act 1978 and Regulations for Construction Projects will be in the amount of Ninety-Five Dollars (\$95.00) per annum.

(3) During the contract year April 1, 1998 to March 31, 1999, the Safety Footwear Subsidy for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act 1978 and Regulations for Construction Projects will be in the amount of One Hundred and Five Dollars (\$105.00) per annum.

Both Parties agree that employees must actually work a minimum of One Hundred and Twenty (120) days each year in a classification requiring safety footwear in order to be entitled to the Safety Footwear Allowance described above.

4) The Safety Footwear Allowance will be paid out as a "non-taxable" allowance on the first full pay period in May of each year.

5) The wearing of Safety Footwear must also be in conformance with the City of Sudbury Safety Policies.

The same subsidy provisions will be provided to those Permanent and Probationary Employees designated by the Employer to wear safety footwear.

28:09 Tool Allowance

(1) The Employer agrees to pay a Tool Allowance of Two Hundred and Thirty Dollars (\$23000) for the contract year April 1, 1996 to March 31, 1997, Two Hundred and Forty Dollars (\$240 00) for the contract year April 1, 1997 to March 31, 1998, and Two Hundred and Fifty Dollars (\$25000) for the contract year April 1, 1998 to March 31, 1999 to each of the employees permanently classified as Autobody Repairer and Licensed Mechanic. Such amounts shall be paid on the second pay period in January of each year.

Both Parties agree that employees must actually work a minimum of One Hundred and Twenty (120) days each year in a classification requiring safety footwear in order to be entitled to the Safety Footwear Allowance described above.

28:10 Dry Cleaning Allowance

Employer agrees to a One Hundred Dollars (\$100.00) cleaning allowance per year for all Employees of Local 1662. This allowance shall be paid on the Friday prior to Christmas on a separate cheque.

(2) Both Parties agree that employees must actually work a minimum of One Hundred and Twenty (120) days each year in order to be entitled to dry cleaning allowance.

28:11 **Representative**

The Employer hereby agrees that the Union shall have the right at any time to have the assistance of a representative of Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative or an executive board member shall have access to the offices of the Department of Human Resources in order to investigate and assist in the settlement of a grievance.

ARTICLE 29 - SCHEDULES

29:01 Attached hereto and forming an integral part of this Agreement are the following schedules:

- Schedule "A" Job Classification, Adjustments and Wage Rates
- Schedule "B" Rotating Schedule of Days Off, Permanent and Probationary Operators
- Schedule "C" Advance Vacation Pay Policy and Form
- Schedule "D" Mechanic Shift Schedule

ARTICLE 30 - VALIDITY OF AGREEMENT

30:01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so *as* to conform with the requirements of any such law.

ARTICLE 31 - TERM OF AGREEMENT

31:01 This Agreement shall be in effect from the 1st day of April, 1996 and shall remain in effect until the 31st day of March, 1999, and, unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

31:02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety

(90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

31:03 If notice of amendments or termination is given by either Party pursuant to Article 31:02, the other Party if requested to do so, agrees to meet for the purpose of negotiations within twenty (20) days from receipt of the said notice, provided that the party giving the notice, if requested by the other Party, shall consent to a reasonable extension to the twenty (20) day period.

ARTICLE 32 - REPORTING PAY

32:01 An employee who reports for work on a scheduled working day and who has not been previously notified not to report and is sent home because of inclement weather, etc., shall be guaranteed a minimum of four (4) hours pay at his or her regular rate.

32:02 In the event of inclement weather and an Operator is notified not to report for work but is told to "stand by" and await further advice the Operator involved shall be paid at a rate of one-half (½) times his or her straight time hourly rate for all hours involved.

ARTICLE 33 - DEFINITIONS

33:01 **A PERMANENT EMPLOYEE:**

is an employee who has successfully completed his/her probationary period

33:02 **A PROBATIONARY EMPLOYEE:**

is an employee who is serving a maximum probationary period of six (6) months with the Employer prior to being considered as a Permanent Employee.

33:03 **BASIC RATE:**

is the rate of pay for the permanent classification of the employee.

33:04 **REGULAR RATE:**

is the rate of pay for the classification in which an employee is presently working

33:05 PLATFORM TIME:

- (1) means a pay allowance at the basic rate of pay in recognition for time spent by Operators on a daily basis for vehicle check list, reporting, and signing in and out. The average time allotted shall not exceed the average of one-half ($\frac{1}{2}$) hour daily for each day worked. This one-half ($\frac{1}{2}$) hour platform time is divided into two (2) units of one-quarter ($\frac{1}{4}$) of an hour platform time is utilized prior to the commencement of the shift and which one-quarter ($\frac{1}{4}$) of one (1) hour is utilized after the shift. This platform time shall form part of the Crew Guide.

The second half of the platform time is considered a bonus for completing the shift and arriving at a proper time for the start of the Crew Guide.

- (2) The Employer may assign work during the bonus portion of the platform time for up to one-third ($\frac{1}{3}$) of the total number of crews.
- (3) Pay will be an additional one-half ($\frac{1}{2}$) x the Employee's regular hourly rate for any work performed during the bonus portion of the platform time.
- (4) Operators will work and be paid for the bonus portion of the platform time, as outlined above, before being paid overtime.

33:06 TRAVEL TIME:

means a time allowance which shall be written into the Crew Guide of each and every Operator on a daily basis to provide for the Operator's travelling time between the Transit Garage and the locations of the commencement and end of his or her daily assignment

33:07 DUTY:

means all hours spent by the employee in the employ of the Employer excluding Platform Time.

ARTICLE 34 - DISCIPLINE

34:01 Whenever the Employer deems it necessary to censure or discipline an

employee for just cause, the employee has the right to request the presence of a Union Steward if he or she so wishes. A copy of a written confirmation of a censure or discipline shall be forwarded to the Secretary of the Union.

ARTICLE 35 -GENERAL WAGE INCREASE
AND COST OF LIVING ALLOWANCE

35:01 1996 GENERAL WAGE INCREASE

The wage rates in Schedules "A" to this agreement will be increased by one and one-half percent (1.5%) effective April 1st, 1996, one percent (1%) effective April 1st, 1997 and one percent (1%) effective April 1st, 1998

It is agreed and understood that the above general wage increase does not apply to Summer Employee Operators.

35:02 1992 COST OF LIVING ALLOWANCE (COLA)

The Cost of Living Allowance, hereinafter referred to as COLA, will be based on the Consumer Price Index Canada wide all items (186 = 100) as published by Statistics Canada herein after referred to as the C.P.I.

The cumulative percent increase of all COLA adjustments for 1992 shall not exceed 5%.

In the event that the C.P.I. at the end of any one quarter is less than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will not be adjusted downward.

All calculations will be rounded to the nearest 2 decimal places.

The January 1, 1992 (first quarter) wage rates will be adjusted effective April 1, 1992 by a percentage increase equivalent to the percentage increase of the March, 1992 C.P.I. divided by the December, 1991 C.P.I.

The April 1, 1992 (second quarter) wage rates will be adjusted effective July 1, 1992 by a percentage increase equivalent to the percentage increase of the June, 1992 C.P.I. divided by the December, 1991 C.P.I. less the COLA adjustment made in the first quarter.

The July 1, 1992 (third quarter) wage rates shall be adjusted effective October 1, 1992 by a percentage increase equivalent to the percentage increase of the September, 1992 C.P.I. divided by the December, 1991 C.P.I. less the COLA adjustment made in the first and second quarter.

The October 1 1992 (fourth quarter) wages rates shall be adjusted effective December 31, 1992 by a percentage increase equivalent to the percentage increase of the December, 1992 C.P.I. divided by the December, 1992 C P I less the COLA adjustment made in the first, second and third quarters

35 03 1993 COST OF LIVING ALLOWANCE (COLA)

The Cost of Living Allowance, hereinafter referred to as COLA, will be based on the Consumer Price Index Canada wide all items (1986 = 100) as published by Statistics Canada herein after referred to as the C P I

The cumulative percent increase of all COLA adjustments for 1993 shall not exceed 5%.

There will be no COLA adjustments on wage rates in 1993 until and unless such time as the percent increase in the C.P.I. from December 1992 exceeds 1%.

In the event that the C.P.I. at the end of any one quarter is less than the C.P.I. at the end of the previous quarter resulting in a percentage decrease, wage rates will not be adjusted downward.

All calculation will be rounded to the nearest 2 decimal places.

The first quarter 1993 wage rates will be adjusted effective April '1, 1993 by a percent increase equivalent to the percent increase of the March, 1993 C.P.I. divided by the December, 1992 C.P.I. less 1%.

The second quarter 1993 wage rates will be adjusted effective July 1, 1993 by a percent increase equivalent to the percent increase of the June, 1993 C.P.I. divided by the December 1992 C.P.I. less 1% and less any COLA adjustment of the first quarter.

The third quarter 1993 wage rates will be adjusted effective October 1, 1993 by a percent increase equivalent to the percent increase of the September,

1993 C.P.I. divided by the December, 1992 C.P.I. less 1% and any COLA adjustment of the first and second quarters.

The fourth quarter 1993 wage rates will be adjusted effective December 31, 1993 by a percent increase equivalent to the percent increase of the December 1993 C.P.I. divided by the December 1992 C.P.I. less 1% and less any COLA adjustment of the first, second and third quarters.

35:04 The Parties hereto agree that the provisions contained in Article 35:02 and 35:03 regarding Cost of Living Allowance will remain dormant and inoperative during the term of this Agreement.

ARTICLE 36 - CHARTERS AND EQUIPMENT PICK-UPS

36:01 Operators required for Charter Work on Sundays or Paid Holidays shall be remunerated in accordance with the provisions of the Collective Agreement.

36:02 All hours worked in excess of the guaranteed minimum of eight and one-half (8½) hours will be paid at time and one-half (1½%).

36:03 Upon return from an Equipment Pick-up, an Operator shall be deemed to have completed his or her daily assignment.

36:04 Charter Work, not requiring overnight duty, operated from Monday to and including Saturday, shall be posted at least three (3) days prior to the date of the charter and shall be distributed in accordance with the provisions of Article 17:05 (5) of the Collective Agreement. Charters with less than three (3) days notice shall be treated as spare work in accordance with the terms of the collective agreement.

Notwithstanding the above, Operators who select charter work other than in accordance with the provisions of Article 17:05 (5) shall report for work one-half (½) hour prior to the scheduled departure time of the charter and shall be paid in accordance with the terms of the Collective Agreement.

36:05 (1) Charter Work not requiring overnight duty which occurs on a Sunday or Holiday as described in Article 15 shall be posted at least three (3) days prior to the date of the Charter and shall be distributed among the Permanent and Probationary Operators in accordance with equal distribution

of Overtime. Should insufficient notice be received by the Employer to post the Charter Work, then every attempt will be made to contact Permanent and Probationary Employees and offer them the work in accordance with the equal distribution of Overtime.

(2) Compensation at the rate of time and one-half (1½) the regular rate per hour shall be paid for all Charter work performed on Sunday or Holiday with a guaranteed minimum of four (4) hours pay for four (4) hours work or less. The provisions of this paragraph shall not apply to regular shift employees provided said employees are scheduled to work on that day.

36:06 Should Inspectors be required for Charter Work, they shall do so in a Supervisory capacity only, and they shall not be permitted to drive.

36:07 In the event that the Employer reinstates the scheduling of Overnight Charters, the Parties agree that the provisions of Articles 36:01, 36:02, 36:04, 36:06, 36:07, 36:08, 37:05 and 41:11 as contained in the December 31, 1991 Collective Agreement will apply.

36:08 Picking Up Additional Equipment

The picking up of additional equipment will be offered to all Permanent Operators on a seniority rotation basis. Employees shall be remunerated the equivalent of eight and one-half (8½) hours basic pay per calendar day while assigned to equipment pick-up duties. In addition, the employees' expenses shall be paid by the Employer. It is agreed that one (1) Class "A" Mechanic must be included in the total complement and will be required to drive a vehicle on the return to Sudbury. An Inspector will be allowed to accompany each group, and act in a supervisory capacity.

ARTICLE 37 -SUMMER EMPLOYEES

37:01 Without resorting to the Job Posting Procedure under Article 13, the Employer is entitled to hire Summer Employees during the period of April 15th - September 30th, the period between the second Friday in December to the first Sunday in January inclusive and during the March break, each year to perform work for the Employer. The employment of such employees may be terminated at any time without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 hereof as the basis of termination.

37:02 Notwithstanding any other provisions in this Agreement to the contrary, Summer Employees are neither permanent nor probationary employees and they do not have any seniority. In addition, any lay-off of such employees is deemed to be a termination of their employment notwithstanding Article 12.

37:03 When detailing employees to relieve in positions of higher rating under Article 21:01, the Employer shall first detail Permanent or Probationary Employees unless none are available at which time the Employer may then detail Summer Employees.

37:04 When filling Operator positions:

(1) Summer Employee Operators shall be Spare Board Operators during the period of May 1st to the effective date of the commencement of the June Crew Guide and then between Labour Day and September 30th, inclusive, the period between the second Friday in December to the first Sunday in January inclusive and during the March break. Summer Employee Operators are not permitted to make temporary vacation selections until after the Permanent and Probationary Operators pursuant to Article 17 - Clause 17:14 have made their selection.

(2) Summer Employee Operators from the effective date of the commencement of the June Crew Guide to and including Labour Day, shall have and select Crew Guides as part of the Crew Guide selection process under Article 17:13 in selecting Crew Guides under Article 17:13.

(3) Summer Employee Operators are not permitted to make Crew Guide selections until after the Permanent and Probationary Operators have made their selections.

(4) Summer Employee Operators shall make their choice for or be assigned to, as the case may be, Crew Guide Bidding (Article 17:13), Daily Spare Board Work Distribution (Article 17:05{5}), Temporary Vacancies on Crews (Article 17:15), Sunday Work (Article 18:02), Overnight Charters and Pick-ups (Article 36) by order of their service badge numbers.

37:05 It is agreed and understood that Permanent and Probationary Employees shall receive Equipment Pick-ups available on the seniority basis set out in Articles 18 and 36 respectively. However, it is further agreed and understood that Summer Employee Operators may be used for Sunday Work and

Equipment Pick-ups, where no Permanent or Probationary Operators are available.

37:06 Vacation Relief Crew Guides

The Employer shall prepare and post as part of the Sign-Up Board of Crew Guides for the bidding on the Crew Guides effective in June under Article 17:13, Vacation Relief Crew Guides. Notwithstanding Article 17:13, any Operator scheduled to take all or part of his or her annual vacation during the period between the effective date of the commencement of the June Crew Guides and Labour Day, both inclusive, is not eligible to bid for the Vacation Relief Guides.

37:07 Notwithstanding any of the provisions of the Collective Agreement to the contrary, both Parties agree that, upon request, employees classified as Permanent or Probationary Cleaners or Servicepersons will be allowed to perform the duties of Summer Employee Operators, during the period of April 15th to September 30th, when, in the opinion of the Employer, they are qualified to do so and provided that the Cleaners or Servicepersons notify the Employer of their desire to become Summer Employee Operators by no later than April 1st of each year.

Both Parties further agree that the following conditions will apply to a Permanent or Probationary Cleaner or Serviceperson when assigned to the classification of Summer Employee Operator:

- (a) Holidays will be paid in conformance to the provisions of Article 15 as they apply to Permanent and Probationary Employees.
- (b) Benefit Plans will be provided in conformance with the provisions of Article 22 as they apply to Permanent and Probationary Employees.
- (c) Uniforms will be issued in conformance with the provisions of Article 28:06 **(4)**.
- (d) Utilization will be in conformance with the terms and conditions outlined in Article 37 for Summer Employee Operators.

- (e) Pay will be in accordance with the classification of Summer Employee Operator as illustrated in Schedule "A".

ARTICLE 38 - HEALTH & SAFETY

38:01 Co-operation

The Union and Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in any work for the Employer.

38:02 Committee

A Health and Safety Committee shall be established in order to improve health and safety standards, and be composed of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union; the Chairmanship of the Committee shall alternate between the Employer and the Union representatives every six (6) months.

38:03 Monthly Meetings

The Health and Safety Committee shall hold monthly meetings and will deal with all hazardous or dangerous acts and unsafe working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings during their regular working hours and shall be paid regular or premium rates as may be proper. Copies of minutes of Committee Meetings shall be sent to the Assistant City Manager, the Union and posted on Department Bulletin Boards.

38:04 Discipline

No employee shall be disciplined for acting in compliance with the applicable Acts and Safety Manual or for seeking enforcement of the provisions of the Acts and Safety Manual.

38:05 Notification of Supervisor

The appropriate Supervisor shall be notified immediately of every accident, unsafe working condition or injury, and the Manager of Occupational Health and Safety shall investigate and report to the Safety Committee at its next Meeting, on the nature and cause of the accident and/or injury.

38:06 Fatality

In the case of a fatality during the *course* of employment, the Manager of Occupational Health and Safety and the Chairperson of the Union Health & Safety Committee shall investigate same and report to the Health & Safety Committee at its next regular meeting.

38:07 Forms

Forms will be developed by the Committee which may be utilized in communicating unhealthy and unsafe working conditions to the appropriate Supervisor, the Manager of Occupational Health and Safety and to all members of the Health & Safety Committee.

38:08 Tools & Equipment

Employees working in any dangerous and unhealthy jobs will be provided with the necessary tools. The safety equipment, and protective clothing will be provided by the Employer for those items as agreed to by the Employer and the Union.

ARTICLE 39 - PUBLIC COMPLAINTS

39:01 All complaints submitted by the public shall be reduced to writing by the complainant. No employee shall be accused of committing an act until proper and adequate investigation has taken place. Should the complaint prove to be valid, then the employee shall be remitted with a copy of such complaint. If requested the complainant shall be made known in confidence to the executive of C.U.P.E. Local 1662.

ARTICLE 40 - CONTRACTING OUT

40:01 The Parties hereto agree that there shall be no restriction on contracting out by the Employer of its work or services of a kind now performed by employees herein represented, provided, however, that no Permanent Employee of the Employer shall, as a result of such contracting out, thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

ARTICLE 41 - CASUAL EMPLOYEES

41:01 (1) This article shall apply to and set forth the conditions of employment of Casual Employees.

The provisions of the Collective Agreement shall apply to Casual Employees with the exception of the following articles:

* 11:01 (2), (3), (4)

* 11:02 (1), (2)

* 11:03

* 12:01

* 14:05 (2), (3), (4)

* 14:07 (4), (5), (6), (7)

* 15:01 to and including 15:07

* 16:01 to and including 16:07

* 18:01 to and including 18:02 (1)

* 18:03 to and including 18:05

* 21:02

* 22:01 to and including 22:06

* 23:01 (1) and (4), (5), (6)

* 23:02

* 24:01 except Canada Pension Plan

* 28:06

*28:08 and 28:09

• 42:00

*Letter of Commitment numbers: 1, 14

(2) Casual Employees may be utilized in the following classifications:

- (a) Operators
- (b) Servicepersons
- (c) Cleaners
- (d) Both Parties agree that any work made available to Casual Operators other than on Saturday, Sunday and Mondays will be distributed **as** equally as possible among the Casual Operators.

Any Casual Operators who do not select a work assignment as per Article 17:12 (C) shall be eligible for assignments of work on a daily rotating basis.

Vacancies when a Sunday schedule is in effect **as** per Article 18:02 will be assigned to Casual Operators as part of their regular rotation.

Casual Employees will be trained prior to being utilized in any of the above classifications.

(3) Both Parties agree that a Casual Employee working on a Sunday shall be paid **at** regular rate and shall receive the Sunday Shift Differential specified in Article 19:03 of the Collective Agreement.

(4) It is agreed and understood that Article 17:18 and 17:21 will apply to Casual Employees only when a Casual Employee is assigned to fill a Temporary vacancy and the Casual Employee shall be subject to the normal daily hours of work and overall periods of consecutive hours applicable to the vacancy.

(5) **Safety Footwear**

(1) During the contract year April 1, 1996 to March 31, 1997, the Employer will subsidize the purchase of Safety Footwear for Casual Employees as determined by the Occupational Health and Safety Act and regulations for construction projects in the amount of Eighty-Five Dollars (\$85.00) per annum at the time of employment and following each period of Two Thousand and Eighty (2080) hours thereafter. The same subsidy provisions will be provided to those Casual Employees designated by the Employer to wear safety footwear.

(2) During the contract year April 1, 1997 to March 31, 1998, the Employer will subsidize the purchase of safety footwear for Casual Employees as determined by the Occupational Health and Safety Act and regulations for construction projects in the amount of Ninety-Five Dollars (\$95.00) per annum at the time of employment and following each period of Two Thousand and Eighty (2080) hours thereafter. The same subsidy provisions will be provided to those Casual Employees designated by the Employer to wear safety footwear.

(3) During the contract year April 1, 1998 to March 31, 1999, the Employer will subsidize the purchase of safety footwear for Casual Employees as determined by the Occupational Health and Safety Act and regulations for construction projects in the amount of One Hundred and Five Dollars (\$105.00) per annum at the time of employment and following each period of Two Thousand and Eighty (2080) hours thereafter. The same subsidy provisions will be provided to those Casual Employees designated by the Employer to wear safety footwear.

41:02 **Work Assignments**

(1) Casual Employees shall be eligible for assignments of work on a daily rotating basis which results from any absences for any reason not including periods of vacation and holidays.

(2) Casual employees may be utilized to cover vacancies resulting from personal leaves of absence or the rescheduling of vacation periods because of compassionate reasons on a daily rotating basis.

(3) Spare work as shown on those Crew Guides not included in

the Sign-Up Board of Crew Guides as defined in Article 17:12 may only be assigned to Casual Employees after it has been offered to and rejected by Permanent and Probationary employees. (Offered means the employee must sign the appropriate posting.)

(4) Notwithstanding, the provisions of Article 41:02 (3) above, the Employer may utilize the services of a maximum of five (5) Casual Operators on Saturday without having to offer the work to Permanent or Probationary employees.

(5) Both Parties agree that any work made available to Casual Operators will be distributed as equally as possible among the Casual Operators. The work will be distributed on a rotating basis as follows:

Casual Operators will be assigned on a rotating basis to crews by the platform time of each crew. Should two (2) or more crews have the same platform time then the Casual Operators will be assigned the available work starting with the crew with the lowest crew number in an increasing order. As an example, should there be vacancies on Crews 5 - 15 and 39, the First Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 5, the Second Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 15, and the Third Casual Operator to be assigned work from the rotating list would be assigned to work on Crew Number 39.

(6) The Employer may use an Operator at regular rate to replace a Permanent or Probationary Operator who is working at overtime rate if the Permanent or Probationary Operator was assigned or selected a crew.

(7) Casual Employees shall be entitled to a minimum of two (2) hours pay for two (2) hours work or less when called out for duty.

(a) Three (3) of these Casual Employees shall be designated and trained as servicepersons and cleaners, and hereinafter will be referred to as Casual Maintenance Employees, and will fill any vacancy in the garage as specified above.

(b) **These Casual Maintenance Employees will not be** permitted to sign original postings to fill temporary operator vacancies as provided in Article 17:15 during the period that they have been assigned to a vacancy identified in Sub Section (a) above.

(c) Should any *of* these Casual Maintenance Employees **be** assigned as an operator as provided in Article 17:15 and their services are required to perform the services **identified** in (a) above, the Employer may terminate the operator assignment and transfer the Casual Maintenance Employee to the garage.

41:03 **Number Permitted**

(1) The Employer is entitled to employ a maximum of thirty ((30) Casual Operators and three (3) Casual Maintenance Employees at any given time.

41:04 **Seniority**

(1) Seniority accrual for Casual Employees shall be based upon hours paid at regular rate exclusive of platform time with a conversion to credited service based upon Two Thousand and Eighty (2,080) hours equal to one (1) year of credited service.

(2) Seniority of Casual Employees shall be by number of hours paid at regular rate and shall be calculated on a quarterly basis. A Casual Employee will be considered probationary for an initial One Thousand and Forty (1,040) hours of employment, during which the Casual Employee shall receive a rate of pay equal to One Dollar (**\$1.00**) per hour below the regular rate of the classification concerned. Available work will be distributed amongst Casual Employees on a rotating basis.

(3) Should circumstances require a reduction in the number of employees, employees will be laid off in the following order:

- (a) Summer Students will **be** laid off first;
- (b) Casual Employees will be laid off second;
- (c) Probationary Employees will be laid off third;

(d) Then, starting with those Permanent Employees with the least seniority.

(4) A Casual Employee's seniority will only permit a Casual Employee to apply for Job Postings.

(5) When a Casual Employee becomes a Full-time Employee the Casual Employee will not be required to serve an additional probationary period and that the employee's accumulated hours of work will be converted to an anniversary date. It is agreed and understood that for the purposes of the article a reclassification from permanent status to casual status does not constitute a lay-off.

(6) Seniority rights shall cease and employment shall be terminated for any of the following reasons:

(i) Voluntary resignation;

(ii) Discharge for just cause;

(iii) Unavailability for work on four (4) consecutive occasions when the employee is contacted by his or her supervisor to appear for work, unless reasonable explanation, acceptable to the Employer, is provided by the employee;

(iv) Upon any lay-off for a period of more than six (6) consecutive months.

(7) Casual Employees wishing to obtain full time employment with the Employer shall be offered full-time employment prior to the employment of a nonemployee.

(8) A seniority list of all Permanent and Probationary Casual Employees covered by this agreement shall be posted within seven (7) calendar days of the commencement of each quarter, each year. This list will show all Permanent and Probationary Casual Employees in order of seniority stating the employee's name, classification, employment date, number of hours worked last quarter, and cumulative hours of credited service. Copies of this seniority list will be posted on all bulletin boards and copies will be supplied to the Union.

(9) Protests in regard to the **Lists** posted under Article 41:04 (8) must be submitted in writing to the Director of Human Resources within fifteen (15) calendar days from the date the Lists are posted on bulletin boards. When proof of error is presented by the employee or his/her representatives, such error will be corrected and when so corrected, the agreed upon correction shall be final. Once the seniority standing of an employee is confirmed by the first posting of the Seniority List, no further requests for changes in seniority standing shall be made. **No** change in the seniority status of an employee shall be made unless concurred in by the Union.

41:05 **Benefit Plans**

For Casual Employees, the Employer agrees to contribute one hundred percent (100%) of the total premium cost for the following plans:

- (a) Liberty Health Comprehensive Extended Health Care (or equivalent carrier), including Overage Dependant Student Coverage;

(Two Hundred and Sixty (\$260.00) eye glass subsidy);

- (b) Liberty Health Dental Plan#9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage;

(1996 O.D.A. Fee Schedule effective as soon as possible following date of ratification.)

(1997, 1998 and 1999 O.D.A. Fee Schedule effective as soon as possible following announcement of fee schedules).

41:06 **Payment in Lieu of Annual Vacation**

(1) For the purposes of annual vacation pay, and in lieu of scheduling vacations, probationary Casual Employees shall receive four percent (4%) of their gross earnings each pay day.

(2) For the purposes of annual vacation pay, and in lieu of scheduling vacations, Casual Employees who have accrued more than One Thousand and Forty (1,040) hours of work but less than four (4) years of credited service shall receive five percent (5%) of their gross earnings each pay day.

(3) For the purposes of annual vacation pay, and in lieu of scheduling vacations, Casual Employees who have accrued four (4) or more years of credited service shall receive seven percent (7%) of their gross earnings each pay day.

41:07 ~~Overtime~~

~~Overtime~~ rates for Casual Employees shall be paid for at the rate of time and one-half (1½x) the regular rate per hour for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week except for Flex Shift Crews.

41:08 ~~Holidays~~

(A) Casual Employees within the scope of this agreement shall be paid for holidays in accordance with the Employment Standards Act, and amendments thereto.

(B) Both Parties recognize that for the purposes of this article, the Civic Holiday specified in Article 15:01 (1) shall be paid in accordance with the Employment Standards Act and Amendments thereto.

41:09 ~~Uniforms~~

The Employer agrees to supply Casual Employees who are Operators with uniforms and necessary accessories on the following basis:

One (1) tunic or one (1) nylon jacket;

Two (2) pairs of pants of a wash and wear material;

Four (4) shirts for every year of credited service;

One (1) ~~cap~~ or one sweater, four (4) ties and one (1) winter parka every two (2) years of credited services;

The term accessories shall be deemed to mean punch, safety badge and instruction manual. Ownership of uniforms and accessories shall be vested in the Corporation.

No unauthorized alterations shall be made to the standard uniform or to the accessories supplied.

41:10 When detailing employees to relieve in positions of higher rating under Article 21:01, the Employer shall first detail Permanent or Probationary Full-time Employees or Qualified Casual Employees unless none are available at which time the Employer may then detail Summer Employees.

41:11 It is agreed and understood that Permanent and Probationary Employees shall receive Equipment Pick-ups available on the seniority basis set out in Articles 18 and 36 respectively. However, it is further agreed and understood that Casual Operators then Summer Employees may be used for Equipment Pick-ups where no Permanent or Probationary Operators are available.

41:12 **Bereavement Leave**

(1) In the case of the demise of a member of the immediate family, Casual Employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean: father, step-father, mother, step-mother, wife, husband, bona fide common-law spouse, brother, sister, son, stepson, daughter, stepdaughter, mother-in-law, father-in-law, grandparents or grandchildren.

(2) In the case of the demise of a brother-in-law, sister-in-law, son-in-law or daughter-in-law Casual Employees shall be permitted Leave of Absence with pay for two (2) working days which shall be taken immediately prior to, during or following the day of the funeral.

ARTICLE 42 - ATTENDANCE INCENTIVE FUND

In this Article:

(1) (a) "Aggregate Point Value" means the total number of Incentive Bonus Points remaining to all Permanent and Probationary Transit Employees for the year ending as of the Termination Date.

(b) "Attendance" means attendance upon work days and "attend" shall have a corresponding meaning and shall not include:

(i) absences due to illness or injury;

(ii) absences due to a strike or lockout as defined in Sub Section 1(1) of the Ontario Labour Relations Act, 1995 as amended from time to time;

or

(iii) periods of layoff so long as recall rights exist.

(iv) unpaid leaves of absence;

(c) "Commencement Date" means the 16th day of November in the year in which the Fund is established.

(d) "Fund" means the "Attendance Incentive Fund" established pursuant to this Article.

(e) An "Incentive Bonus Point" shall be equivalent to a Non-Accumulative Sick Leave Credit remaining to an employee for the year ending as of the Termination Date.

(f) "Non-Accumulative Sick Leave Credit" means a Non-Accumulative Sick Leave Credit pursuant to By-law #82-119, as amended.

(g) "Plan Year" means the period of time commencing on the 16th day of November in the year in which the Fund is established and ending on the 15th day of November in the year following the year in which the Fund is established.

(h) "Termination Date" means the 15th day of November in the year following the year in which the Fund is established.

(i) "Payroll Amount" means the result obtained by multiplying the number of Transit Employees excluding Casual Employees in the bargaining unit on the Commencement Date by the hourly rate for a regular driver on the Commencement Date and by multiplying the resulting product by Two Thousand Two Hundred and Ten (2210) hours.

(2) ~~The~~ Employer shall contribute an amount equal to one-half (1/2) of one (1) percent of the Payroll Amount for Sudbury Transit on the Commencement Date into an Attendance Incentive Fund in each year for which this agreement is in effect.

(3) The Director of Finance/City Treasurer of the Employer shall invest the monies contributed by the Employer into the Attendance Incentive Fund into ~~such~~ investments as may be authorized by the Municipal Act.

(4) The Director of Finance/City Treasurer shall pay out the Fund plus interest thereon to the employees in the bargaining unit in accordance with this Article.

(5) (a) The Director of Finance/City Treasurer shall calculate the number of Non-accumulative Sick Leave Credits remaining to each employee as of the Termination Date and shall assign an Incentive Bonus Point for each such credit remaining (one (1) credit being equal to one (1) day or pari thereof of non-accumulative sick leave remaining).

(b) The Director of Finance/City Treasurer shall calculate the total number of incentive Bonus Points remaining to all employees herein as of the Termination Date which shall be herein referred to as the "Aggregate Point Value".

(c) The Director of Finance/City Treasurer shall calculate each employee's share of the Fund which shall be equal to the number of incentive Bonus Points remaining to such employee as of the Termination Date divided by the Aggregate Point Value as of the Termination Date.

(d) The results of the calculations of Incentive Bonus Points, Aggregate Point Value, and each employee's share of the Fund shall be provided to the Union and posted upon applicable bulletin boards. Any objection to the results of the calculations must be lodged by the Union with the Employer within seven (7) days of the date the results of the calculations are posted by the Employer after which time the results of the calculations shall be deemed to be final. The Employer and the Union shall meet within three (3) working days of the expiry of the seven (7) day period to discuss and attempt to settle the objection.

(e) Following the settlement of the objection, the revised results of the calculations of the Incentive Bonus Points, Aggregate Point Value and each employee's share of the Fund shall be posted and such revised results of the calculations shall be final.

(6) The Director of Finance/City Treasurer shall pay to each employee that employee's share of the Fund on or before the 15th day of December on a separate cheque in the year following the year in which the Fund is established, provided that no interruption beyond the control of the Employer is encountered.

(7) Payment from the Attendance Incentive Fund shall only be made to an employee who has attended work for a minimum of One Hundred and Fifty (150) work days during the Plan Year and the Non-Accumulative Sick Leave Credits of an employee who has not attended work for a minimum of One Hundred and Fifty (150) work days during the Plan Year shall not be included in the calculation of the Aggregate Point Value.

(8) The first Plan Year shall be deemed to have commenced upon the 16th day of November, 1986.

(9) The Director of Finance/City Treasurer shall perform all things necessary or incidental to the due carrying on of the Fund and shall provide an annual report to the Union.

(10) This Article shall only extend to Permanent and Probationary Employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 1662 who are actively employed by the Employer on the Commencement Date of each Plan Year.

(11) In the event that the number of working days for all Transit employees is reduced by strike, lockout, or act of God in any Plan Year, the Payroll Amount shall be pro-rated by dividing the amount that would have been obtained but for the strike, lockout, or act of God by Three Hundred and Sixty-five (365) and multiplying the result by the number of working days remaining in the Plan Year excluding the working days upon which the Transit employees were not working by reason of the strike, lockout or act of God

ARTICLE 43 - TECHNOLOGICAL CHANGE

In situations where change (eg. organizational, material, equipment, processes) will adversely affect an employee(s) by resulting in loss of employment or loss of basic wages, the employer will provide as much written notice as is possible to the employee(s) and the Union outlining:

1. Nature of change;
2. Date the change will take effect;
3. The approximate number, type and location of employee(s) affected;
4. Affect the change is expected to have upon the employee(s).

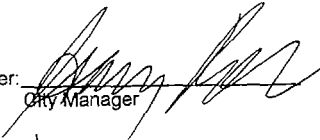
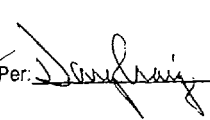
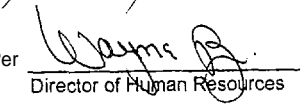
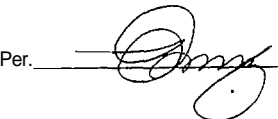
It is understood by the Parties that this clause will not over-ride the provisions of any other clause in this Collective Agreement.

ARTICLE 44 - AGREEMENT - SIGNING AUTHORITIES

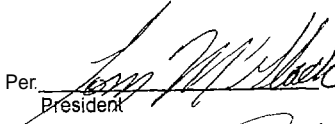


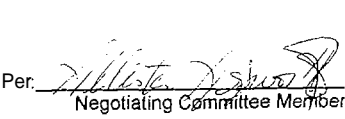


44:01 In **Witness** Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1996

THE CORPORATION OF THE CITY OF SUDBURY

Per:  Per: 
City Manager Mayor
Per:  Per: 
Director of Human Resources Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1662

Per:  Per: 
President Secretary
Per:  Per: 
Representative Negotiating Committee Member
Per:  Per: 
Negotiating Committee Member Negotiating Committee Member

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>MAR 31/96 FINAL RATES</u>	<u>APR 1/96 INCREASE</u>	<u>APR 1/97 INCREASE</u>	<u>APR 1/98 INCREASE</u>
Bench Mechanic "A"	20.25	20.55	20.76	20.97
Cleaner	15.20	15.43	15.58	15.74
Inspection Mechanic	18.11	18.38	18.56	18.75
Labourer	15.17	15.40	15.55	15.71
Auto Body Repairer	19.55	19.84	20.04	20.24
Lubricator	16.51	16.76	16.93	17.10
Mechanic "A"	19.55	19.84	20.04	20.24
Mechanic "B"	16.51	16.76	16.93	17.10
Night Leader	16.18	16.42	16.58	16.75
Operator (Training Period First Three Weeks of Employment Only)	15.17	15.40	15.55	15.71
Operator (After Training Period)	17.19	17.45	17.62	17.80
Serviceperson	15.20	15.43	15.58	15.74
Summer Employee Operator	14.93	14.93	14.93	14.93
Tire/Farebox Repairer	17.31	17.57	17.75	17.93

SCHEDULE "B"

Rotating Schedule of Days Off

Permanent and Probationary Operators

<u>SHIFT 1</u>	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>
	X	X	X	W	W	W	W
	W	X	W	W	W	W	W
	X	X	X	W	W	W	W
	W	X	W	W	W	W	W

<u>SHIFT 2</u>	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>
	W	X	W	W	W	W	W
	X	X	X	W	W	W	W
	W	X	W	W	W	W	W
	X	X	X	W	W	W	W

X - DENOTES DAY OFF

W - DENOTES DAY TO WORK

SCHEDULE "C"

ADVANCE VACATION PAY POLICY AND FORM

Only those employees actually needing advance vacation pay should apply for same in order to reduce the amount of time and labour involved by the Payroll Section.

Advance Vacation Pay will be calculated on the estimated net pay and added to the pay cheque preceding the VACATION PERIOD.

This application must be in the hands of the Payroll Section no later than three (3) weeks prior to the Employee's vacation period.

NAME _____

EMPLOYEE NO. _____ DEPT. _____

AMOUNT _____ HRS. _____ HOURLY RATE _____

VACATION PERIOD _____

ADVANCE ON PAY PERIOD ENDING _____

RECOVER ON PAY PERIOD ENDING _____

EMPLOYEE SIGNATURE: _____

APPROVED BY GENERAL MANAGER OPERATIONS _____

DATE RECEIVED BY PAYROLL SECTION _____

SCHEDULE "D"

MECHANIC SHIFT SCHEDULE

1. One Mechanic will work a Saturday and Sunday regular shift on a flexible six (6) or seven (7) week rotating schedule.

Regular days off to be Thursday and Friday (day shift)

Flexible days off to be mutually arranged with forty-eight (48) hours notice by the Employee.

Saturday and Sunday shift will have flexible starting times between 6:00 a.m. and 12:00 noon.

When a Mechanic is scheduled to work on a weekend and is unable to do so for any reason, he/she will be replaced at premium rate. The work will be offered to the Mechanic with the least amount of overtime. Should there be a shortage of volunteers, the work will be assigned commencing with the Mechanic with the least seniority on a rotating basis, excluding the Bench Mechanic.

Notwithstanding the foregoing, a six (6) week rotating weekend shift will apply after a thirty (30) day absence by any one Mechanic, excluding the Bench Mechanic.
2. All Mechanics, excluding the Bench Mechanic, will rotate each week from day shift to afternoon shift.
3. Should a known vacancy of five (5) days occur on an afternoon shift, Management will have the right to reschedule Mechanics from day shift to afternoon shift with forty-eight (48) hours notice. The rescheduling shall rotate among Mechanics with an 8:00 a.m. start time. A minimum complement for day shift will be two (2) Mechanics excluding the Bench Mechanic. Rescheduled work will be for one (1) week at a time on rotating basis.
4. Mechanic shifts shall include the following start times:

Day Shift	6:00 a.m., 8:00 a.m.
Afternoon Shift	3:30 p.m., 4:00 p.m. and 5:00 p.m.

The work week will run from Saturday to Friday inclusive
5. Both Parties will monitor the workload and production levels to ensure that the shift and weekend work are required.
6. The Parties agree to meet by no later than January 31, 1990 to review the results of these changes to the Mechanics' Schedule with amendments as mutually agreed.
7. Mechanics will be allowed to trade off weekend shifts as mutually agreed provided their immediate Supervisor is notified of the change.

MECHANICS' SHIFT SCHEDULE

6-WEEK ROTATION

Week 1	Saturday & Sunday	Flexible Staff Times 6:00 a.m. - 12:00 noon
	Monday, Tuesday & Wednesday	8:00 a.m. - 4:00 p.m.
Week 2	Monday - Friday	4:00 p.m. - 12:00 midnight
Week 3	Monday - Friday	6:00 a.m. - 2:00 p.m.
Week 4	Monday - Friday	3:30 p.m. - 11:30 p.m.
Week 5	Monday - Friday	8:00 a.m. - 4:00 p.m.
Week 6	Monday - Friday	5:00 p.m. - 1:00 a.m.

SCHEDULE "E"

SICK LEAVE

BY-LAW 82-119

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of Sudbury has resolved that The Corporation of the City of Sudbury provide Weekly Indemnity and Long Term Disability Plans for employees of the City of Sudbury who are members of the Canadian Union of Public Employees Local 207, Local 1662 or Local 6 (Airport Employees); such plans to be effective as of the first day of July, 1982;

SO; THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. DEFINITIONS

(1) In this by-law:

(a) "Accumulated Sick Leave Credit" means a per die- or portion thereof allowance as provided by By-law 73-17, as amended, for sick leave absences prior to July 1st, 1982 for employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).

- (b) "City" means The Corporation of the City of Sudbury.
- (c) "Council" means the Council of The Corporation of the City of Sudbury.
- (d) "Employee" means employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 or Local 6 (Airport Employees).
- (e) "Long Term Disability Plan" means a plan of insurance to be entered into **with** an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits **to** any employee who is totally disabled while in the employ of The Corporation of the City of Sudbury upon such terms and conditions **as** the policy of insurance shall provide.
- (f) "Month" shall mean a calendar month.
- (g) "Non-Accumulative Sick Leave Credit" means a per diem or portion thereof, allowance as provided by this by-law for sick leave absence after June 30th, 1982.
- (h) "Regular Attendance" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment
- (i) "Salary" means **gross** salary.
- (j) "Service" shall mean all attendance and authorized leaves of absence but shall not include leave of absence without *pay* in excess of two (2) consecutive weeks.

(k) "Sick Leave Absence" means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits.

(l) "Sick Leave Credit" means a per diem or portion thereof allowance as provided by this by-law.

(m) "Weekly Indemnity Plan" means a plan of insurance to be entered into with an insurer licensed under The Insurance Act of Ontario which provides for the payment of benefits for a period of up to twenty-six (26) weeks or such period as the policy of insurance will provide to any employee who becomes wholly and continuously disabled and prevented from performing any and every duty of his occupation by sickness or injury upon such terms and conditions as the policy of insurance shall provide.

(n) The masculine pronoun, wherever used, includes female employees, unless the context indicates otherwise.

2. SICK LEAVE CREDITS

(1) The accumulated sick leave credits for each employee shall be fixed as of June 30th, 1982 but may be reduced in accordance with the provisions of this by-law.

(2) No employee shall be entitled to accumulate sick leave credits at the rate of one and one-half (1½) days per month in accordance with By-law 73-17, as amended, after June 30th, 1982.

(3) Each employee shall be entitled to six (6) non-accumulative sick leave credits per annum, which credits, in whole *or* in part, shall lapse if not used within the calendar year, provided that,

(a) a person who becomes an employee after the 30th day of June, 1982, is not eligible for non-accumulative sick leave credits until the 1st day of the first calendar month following three complete months of active continuous service.

(b) after the 30th day of June, 1982, in the calendar year in which a person first becomes an employee, such person shall be entitled to only that proportion of six (6) non-accumulative sick leave credits for the calendar year that the number of months of such person's active continuous service in the calendar year is *of* twelve (12) months.

(4) The Treasurer shall perform all things necessary or incidental to the due carrying on of the accumulated or non-accumulative sick leave credit gratuities plan. Each respective Commissioner has the power to allow, amend or disallow any accumulated or non-accumulative sick leave credit or sick leave absence for any of his employees in accordance with the terms of this by-law.

(5) The Treasurer shall provide and keep a Register in which all accumulated and non-accumulative sick leave credits and sick leave absences for every employee shall be recorded so that the Register will show the net accumulated and non-accumulative sick leave credits of every employee which remain after all his sick leave absences have been deducted from his sick leave credits.

3. (1) Where an employee is absent due to accident and/or injury suffered during the course of his duties while in the employ of the Corporation and is in receipt of Workmen's Compensation and he requests that the municipality make up the difference between the amount of Workmen's Compensation being paid and his Si-week?? salary, converted to days or a portion thereof, then and in every such case, if the municipality complies with the employee's request, for each day for which the employee shall be absent there shall be charged against his sick leave credit the proportion paid to the said employee by the municipality, converted to days or a portion thereof, that is to say, the municipality shall *only* deduct from the said employee's sick leave credit, the proportion which it may pay to the employee in excess of that proportion paid by the Workmen's Compensation Board.

(2) Where an employee is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by The Corporation of the City of Sudbury and requests that an amount equal to his current bi-weekly salary,

less income tax deducted and all other amounts deducted, converted to days or a portion thereof, in the case of such employee for the three day waiting period pending the receipt of benefits for the days he would normally have worked commencing on the first full day of absence pursuant to the weekly indemnity plan be paid to him, there shall be charged against the sick leave credit provided herein, such absence on the basis of a day off being equal to one day's credit.

(3) Where an employee is absent and is entitled to receive benefits pursuant to the Weekly Indemnity Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and his salary or wages, less income tax deducted and all other amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of weekly indemnity benefits, there shall be paid to such employee the difference between the amount of his bi-weekly salary, less income tax deducted and all other amounts deducted converted to days or a portion thereof for the period for which benefits are payable, and the benefits, less income tax deducted, and there shall be charged against his sick leave credits the proportion converted to days or a portion thereof that the amount paid to such

employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(4) Where an employee is absent and is entitled to receive benefits pursuant to the Long Term Disability Plan provided by the Corporation and such employee requests that the Corporation make up the difference between the amount of the benefits, less income tax deducted, and 85% of his salary or wages, less income tax deducted and all other applicable amounts deducted, out of his sick leave credits, then for each day for which the employee is absent and in receipt of Long Term Disability benefits, there shall be paid to such employee the difference between the amount equal to 85% of his bi-weekly salary converted to days or a portion thereof for the period for which benefits are payable and the benefits, less income tax deducted. there shall be charged against his sick leave credits the proportion converted to days or a portion thereof that the amount paid to such employee by the Corporation is of his salary or wages, less the above mentioned amounts deducted.

(5) An employee who desires to make a request in accordance with subsections (2), (3) and (4) of this section shall do so at the time he reports his absence.

(6) Employees may be allowed up to a maximum of three (3) days pay for compassionate family reasons, which days of absence shall be deducted from their sick leave credits, except where such compassionate leave is provided elsewhere.

(7) Where an employee is absent by reason of accident, injury, or illness or for compassionate family reasons, the Treasurer shall first charge such absence against the non-accumulative sick leave credit and then against the accumulated sick leave credit.

(8) No employee shall be entitled to charge sick leave credits against sick leave absences except in accordance with this by-law.

(9) In no case shall an employee receive an amount in excess of his bi-weekly salary, less income tax deducted and all other amounts deducted, as a result of the application of the provisions of this section.

4.

(1) An employee shall report his absence during the first hour on the first day on which such employee is absent from his work to his Commissioner or designate. Any Commissioner, upon previous notice may demand a medical doctor's certificate for any sick leave absence.

(2) Any Commissioner, upon previous notice, may demand a medical doctor's certificate for any sick leave absence.

5. Any employee may ascertain the number of accumulated and non-accumulative sick leave credits to his credit by making a written request to his Commissioner or his designate.

6. When an employee having five years of completer? service with the City ceases to be employed by the said City at any time after June 30th, 1982, there shall be paid to him or to his personal representative:

(i) for those employees who are normally considered to be working a five-day week an amount equal to his current daily salary, wages or other remuneration for one-half the number of days in his accumulated sick leave credit balance, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

(ii) for those employees who normally work a four-day week, an amount equal to .80 (4/5) of his current daily salary, wages or remuneration for one-half the number of days in accumulated sick leave credit balance, and, in any event.

not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

7. Accumulated sick leave credits payable herein shall be payable to any qualified employee under Section 6 upon termination of employment regardless of cause, provided, however that the City may withhold therefrom any amount for which such employee is legally liable to account to the City in which case all **sums** withheld up to the **full** amount of such liability, shall forthwith vest in and be the property of the City. This by-law shall not give the City rights *or* remedies for collection *of* debts or taxes not conferred by law.

8. WEEKLY INDEMNITY PLAN

(1) A weekly indemnity plan is hereby established for every employee to which this by-law applies and, subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation *of* the City of Sudbury.

(2) A contract shall be entered into with an insurer licensed under The Insurance Act, R.S.O. 1970 to provide weekly indemnity insurance to the employees of The Corporation *of* the City of Sudbury.

- (a) The form and content of such contract shall be satisfactory to the Director of Human Resources
- (b) The contract may be amended from time to time to such an extent and in such a manner as the Director of Human Resources may deem advisable.
- (c) Such contract shall take effect upon the 1st day of July, 1982.
- (d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.
- (3) The weekly indemnity plan shall provide:
 - (a) that benefits to an employee who is wholly and continuously disabled by injury or admitted to hospital as an in-patient, shall be payable for the period from the first day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed from the date of disability.
 - (b) that benefits to any employee who is wholly and continuously disabled by sickness or is admitted as an in-patient to hospital, shall be payable from the fourth day of disability until the employee ceases to be disabled or a period of 26 weeks has elapsed from the date of disability.

- (c) Such amounts as are prescribed to be deducted or withheld from payments of benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (d) The benefit payable pursuant to the Weekly Indemnity Plan shall be equal to seventy-five per cent (75%) of an employee's weekly salary to a maximum of benefit of nine hundred and twenty-three dollars (\$923.00) per week provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this By-law and subject to the contract of insurance, to a maximum of 100% of an employee's salary, less income tax deducted and any other amounts deducted, from his sick leave credits.

9. LONG TERM DISABILITY PLAN

(1) A long term disability plan is hereby established for every employee to which this by-law applies, and, subject to the control of Council, the conduct and management of such plan shall be vested in the Director of Human Resources for The Corporation of the City of Sudbury.

(2) A contract with an insurer licensed under The Insurance Act, R.S.Q. 1970 shall be entered into to provide long term disability insurance to the employees of The Corporation of the City of Sudbury.

(a) The form and content of such contract shall be satisfactory to the Director of Human Resources

(b) The contract may be amended from time to time to such extent and in such manner as the Director of Human Resources may deem advisable.

(c) Such contract will take effect upon the 1st day of July, 1982.

(d) The entire cost of such insurance shall be paid for by The Corporation of the City of Sudbury.

(3) The long term disability plan shall provide.

(2) That benefits to an employee who is totally disabled shall be payable from the 183rd day of disability until:

i) the employee ceases to be disabled;

ii) the employee is rehabilitated;

iii) the employee reaches the age of 65 or;

iv) the employee is disqualified pursuant

to the terms of the contract of insurance

- (b) Such amounts as are prescribed to be deducted or withheld from payments ~~of~~ benefits pursuant to The Income Tax Act and the Regulations thereto shall be deducted from the benefits payable and remitted to the Receiver General of Canada.
- (c) The benefit payable pursuant to the long term disability plan shall be equal to seventy-five percent (75%) of an employee's monthly salary to a maximum of Four Thousand Dollars (\$4,000.00) per month provided that the benefits payable, less income tax deducted, may be supplemented pursuant to this by-law and subject to the contract ~~of~~ insurance to a maximum of eighty-five (85%)percent ~~of~~ his salary, less income tax deducted and any other amounts deducted, from his sick leave credits.

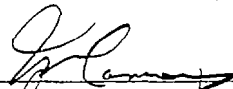
10. APPLICATION

The provisions of this by-law shall extend to all employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1662 *or* Local 6 (Airport Employees), who were actively engaged by the municipality on the date that this by-law came into force or who became actively

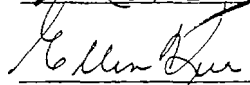
engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions *of* this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith.

11. Where a conflict appears between any provision of this by-law and any provision of contracts of insurance entered into pursuant to subsection 2 of Section 8 and subsection 2 of Section 9, the contract of insurance shall prevail.

READ THREE TIMES AND FINALLY ENACTED AND PASSED
IN OPEN COUNCIL THIS 14TH DAY OF JULY, 1982.



Mayor



Clerk

BY-LAW 87-226

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO AMEND BY-LAW 82-119 "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)

WHEREAS the Council of The Corporation of the City of Sudbury deems it desirable to amend By-law 82-119, as amended, "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)";

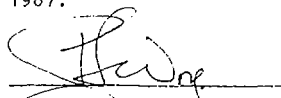
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. THAT Section 4(2) of By-law 82-119 be repealed and the following substituted therefor:

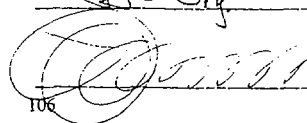
"4(2) Any Commissioner or a designate, upon previous written notice, with a copy to the Union, on an interview with an employee may demand a physician's certificate for any future sick leave or absence".

2. THAT this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 13TH DAY OF OCTOBER, 1987.



Mayor



Deputy Clerk

BY-LAW 88-107

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO AMEND BY-LAW 82-119, AS AMENDED BY BY-LAW 87-226, BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)'

WHEREAS the Council of The Corporation of the City of Sudbury deems it desirable to amend by-law 82-119, as amended by by-law 87-226, "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO PROVIDE FOR A SICK LEAVE PROGRAM AND TO ESTABLISH A PLAN OF WEEKLY INDEMNITY INSURANCE AND A PLAN OF LONG TERM DISABILITY INSURANCE FOR EMPLOYEES OF THE CITY OF SUDBURY WHO ARE MEMBERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 207, LOCAL 1662, OR LOCAL 6 (AIRPORT EMPLOYEES)";

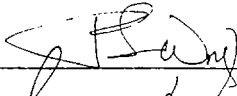
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:

1. THAT Section 4(2) of By-law 82-119, as amended by By-law 87-226 be repealed and the following substituted therefor:

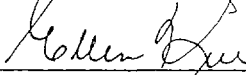
"4(2) Any Commissioner or a designate, upon previous written notice, with a copy to the union, or an interview with an employee may demand a physician's certificate for any future sick leave or absence:

2. THAT this by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 7TH DAY OF JUNE, 1988.



Mayor



Clerk

LETTER OF COMMITMENT

BETWEEN

THE CORPORATION OF THE CITY OF SUDBURY
(Hereinafter referred to as the "Employer")
OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1662
(Hereinafter referred to as the "Union")
OF THE SECOND PART

As an integral part of the Collective Agreement between The Corporation of the City of Sudbury and Canadian Union of Public Employees, Local 1662, the Parties agree to commit themselves to the following:

A. 1. Bank Deposit Stubs

The Employer will endeavour to deliver the direct deposit "Bank Deposit Stubs" to the various departments for distribution by no later than 4:00 p.m. on the Tuesday preceding the regular pay day.

2. Uniforms

The Employer will endeavour to ensure that all necessary alterations to operators' uniforms will be completed within forty-five (45) days of the of remeasurement.

Both Parties agree that in the selection of uniforms, all Operators will ensure that they are in possession of one (1) tunic.

3. Payroll Error

Upon receipt of his or her Bank Deposit Stub, an employee who discovers mistakes in the amount of pay for the pay period covered by the Bank Deposit Stub shall return the Bank Deposit Stub to the Timekeeper and inform the Timekeeper of these mistakes. If these mistakes amount to a total of Thirty Dollars (\$30.00) or more then such mistakes shall be rectified forthwith by the issuance of a Rush Cheque in the total amount of the

mistakes or by the payment of cash in the total amount of the mistakes.

4 **Maintenance Employee - Night Shift**

The Employer will endeavour to have two (2) Maintenance Employees working on any night

5. **Charters**

When the Employer charts any one of its buses for a Charter Run the bus shall be accompanied and driven by an Operator from within the Bargaining Unit who shall be responsible for the bus and receive remuneration and benefits in accordance with the Collective Agreement.

6. **Leave of Absence for Negotiations**

The Union hereby acknowledges and agrees that when the Employer grants Representatives of the employees Leaves of Absence during working hours for the purpose of negotiating a new Collective Agreement or amendments to or renewal of the present Collective Agreement, that such leaves are not Leaves of Absence within the meaning of Article 14:02 and thus do not require the Employer to pay such Representatives for the working hours concerned.

7 **Employment Standards Act**

It is agreed and understood that the Employer fully intends to adhere to the Employment Standards Act as it applies to Article 17 - "Hours of Work"

8 **Probationary Employees - Life Insurance**

The Union agrees and understands that Probationary Employees will not be entitled to be enrolled in or receive the benefits of the Group Life Insurance Plan until after completion of the sixth (6th) month of continuous employment with the Employer

9. **Summer Employees**

Subject to the provisions of Article 37, the Employer hereby agrees that Summer Employees, as defined in Article 37 of the current Collective

Agreement between the Parties, shall, in principle, be utilized as they have been every summer since 1977.

10. **Dry Cleaning**

The Employer will continue to assume the cost of dry cleaning Operators' uniforms or portion thereof when, in the opinion of Management, the uniforms were soiled due to unusual circumstances while the Operators were engaged in the performance of their duties.

11. **No Lay-Off as a Result of Casual Employees**

The Employer guarantees that Probationary and Permanent Employees currently employed will not be laid off as a direct result of the utilization of Casual Employees.

12. **Manpower**

The present level of Transit service requires the employment of sixty-two (62) Bus Operators.

The Employer agrees that for the term of this Collective Agreement Bus Operator levels will be reduced to the required sixty-two (62) person level by attrition.

The number of Bus Operators may be increased or reduced by the Employer in its sole discretion by lay-off or otherwise if and when levels of Transit service change.

13. **Retro-Activity**

The Employer agrees that the April 1, 1996 General Wage Increase will be adjusted retroactively and will be paid to all persons who were in the employ of the Employer as of the renewal date, save and except any employee discharged for just cause.

14. **Educational Leave**

The Employer will consider requests from employees for Educational Leaves

of Absence on an individual basis. The decision to grant or not to grant the educational leave and the conditions under which the leave will be taken will be at the discretion of the Employer.

15. **Re-Employment as Casual Employee**

The Employer shall consider individual requests to become casual employees following termination on early retirement.

16. **Vacation Selection Maintenance Staff**

Both Parties agree that vacation selection for Maintenance Employees will be completed by no later than December 20th, and the results posted by no later than December 31st each year.

17. **Vacation Selection - Operators**

Both Parties agree that by December 1st of each year the Employer will post a list containing the names of all the Operators, their vacation entitlement, and the date they are to make their vacation selection for the following year.

Should an Operator fail to make his/her selection on the date posted he/she would be bypassed, but would be permitted to select his/her vacation from any remaining dates at any time between the date he/she was to bid and December 31st.

Should an Operator fail to make a selection by December 31st, he/she would then be assigned any opening left at that time.

18. **Temporary Replacement Maintenance Staff**

The Parties agree that:

- Casual Employees may be used to replace the servicing and cleaning staff while on vacation
- Should the Night Leader be absent for five (5) consecutive working days or more, a Serviceperson will be offered the opportunity to replace the Night Leader subject to the following conditions:

- (1) When the Night Leader is **absent** for **less** than five (5) consecutive working days, the Serviceperson working afternoon shift will replace the Night Leader on a day-to-day basis. The afternoon Serviceperson will be replaced by a Casual Employee.
 - (2) Servicepersons will be offered the opportunity to replace the Night Leader on a rotating basis. That is to say, each time the Night Leader is unavailable for duty for a period of five (5) consecutive working days or more, for whatever reason, the opportunity will be offered to the next Serviceperson on a rotating basis.
 - (3) Should the Serviceperson work more than 40 hours in a week because he/she is relieving the Night Leader, he/she will take time off in lieu of overtime (at straight time). He/she will then be replaced by a Casual Employee.
 - (4) Should the Serviceperson work less than 40 hours in a week because he/she is relieving the Night Leader, the Serviceperson will make up the lost hours immediately.
- Should the "dayshift" cleaner be absent for five (5) consecutive working days or more, the "afternoon" cleaner will be offered the opportunity of replacing the "dayshift" cleaner with a casual replacing the "afternoon shift" cleaner.

19 Temporary Mechanics and Licensed Auto Body Repairer

The Parties agree that in the event that the Employer requires the services of Temporary Employees in the classification of Licensed Auto Body Repairer or a Mechanic A where absences are due to injury, illness or approved Leave of Absence and such absences are of a long duration the Parties agree to meet to discuss the terms under which such Temporary Employees will be employed

20. **P.M. Mechanics**

The Parties hereto agree that the Mechanic who reports for duty at 3:30 p.m. will receive instructions from the Equipment Operations Supervisor or his designate. The Mechanic who reports for duty at 3:30 p.m. will then pass on the instructions to any other Mechanic who reports for duty during his/her shift. It is agreed and understood that each Mechanic is then accountable for the productivity of his/her own shift.

21. In the event the Employer merges or amalgamates with any other body, the Employer will:

- 1) Provide the Union with as much advance notice as possible;
- 2) Attempt to ensure that all seniority rights are maintained;
- 3) Attempt to ensure that all service credits relating to vacations with pay, pension benefits and any other benefit will be recognized.

22. **Tendering of Benefits**

The Parties agree to jointly prepare a tender on all Medical Benefit Plans by no later than December 31, 1996.

23. **Co-ordination of Benefits**

The Parties agree to implement the co-ordination of benefits following ratification.

24. **Positive Enrollment**

The Parties agree to implement positive enrollment for medical benefits following ratification.

25. **Modified Work**

Both Parties hereto agree to negotiate and ratify a Modified Work Program by no later than March 31, 1997.

26. **Late Night Service**

Should City Council decide to cancel or modify late night service the Parties will meet within thirty (30) days of the decision to search out and mutually agree to alternatives. If alternatives cannot mutually be agreed to the Employer could implement the following:

Up to a maximum of five (5) Split Shift Operators could be scheduled to have a finishing time no later than 10:30 p.m.

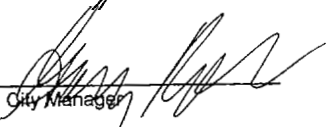
B. 1. **Changes to Group Benefit Plans**

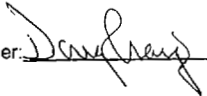
During the term of this Agreement, the Parties agree to the following:

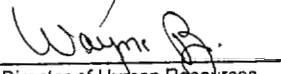
- a) Mandatory co-ordination of benefits, and positive enrolment, will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
- b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore pre-printed statements on Doctor's scripts stating no generic substitution;
- c) Semi-private and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semi-private or private room they will pay for same directly. However, where a hospital bills an employee for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the city with the hospital involved. The issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances the fee for the room will be paid by the City of Sudbury.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1996

THE CORPORATION OF THE CITY OF SUDBURY

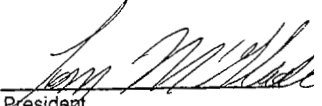
Per: 
City Manager

Per: 
Mayor

Per: 
Director of Human Resources

Per: 
Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1662


Per: 
President

Per: 
Secretary

Per: 
Representative

Per: 
Negotiating Committee Member

Per: 
Negotiating Committee Member

Per: 
Negotiating Committee Member