

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

**APRIL 1, 1999 - MARCH 31, 2002**

THE CORPORATION OF THE CITY OF SUDBURY  
100 WATERLOO STREET  
SUDBURY, ONTARIO N3P 4B2  
TEL: (705) 525-1000  
FAX: (705) 525-1001

SOURCE	Ci	Am
EFF.	99	04 01
TERM.	Apr 21	03 31
No. OF EMPLOYEES	100	
NOMBRE D'EMPLOYES		100
		df





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

I N D E X

SUBJECT	ARTICLE	PAGE
Agreement - Signing Authorities	<b>44</b>	<b>80</b>
Annual Vacations	<b>16</b>	<b>23</b>
1 Year or More of Continuous Service	16:01(1)	23
4 or More Years of Continuous Service	16:01(2)	23
9 or More Years of Continuous Service	16:01(3)	23
19 or More Years of Continuous Service	16:01(4)	24
24 or More Years of Continuous Service	16:01(5)	24
Vacation Credits Cease	16:01(6)	24
Vacation Pay	16:01(7)	24
Termination of Employment	16:02(1)	25
Student Employees	16:02(2)	25
Paid Holiday During Vacation Period	16:03	25
Vacation Week	16:04	25
Advance Vacation Pay	16:05	25
Cancellation of Vacation	16:06	25
Vacation Schedule Interrupted for Medical Reasons	16:07	26
Arbitration	<b>9</b>	<b>9</b>
Attendance Incentive Fund	<b>42</b>	<b>76</b>
Benefit Plans	<b>22</b>	<b>45</b>
Permanent Employees	22:01(1)	45
Probationary Employees	22:01(3)	46
Continuation of Benefits	22:01(5)	46
Participation-Condition of Employment	22:02(1)	48
Student Employee	22:02(2)	48
Exclusion from Plans	22:03	48
Employees on Leave of Absence Without Pay	22:04	48
Equivalent Carrier	22:06	48
Bulletin <b>Boards</b>	<b>27</b>	<b>52</b>
Casual Employees	<b>41</b>	<b>67</b>
Collective Agreement Exceptions	41:01(1)	67
Utilization of Casual Employees	41:01(2)	68
Sunday Premium	41:01(3)	68
Casual Employee Assigned to Temp. Vacancy	41:01(4)	68
Safety Footwear	41:01(5)	69
Work Assignments	41:02	69
Number Permitted	41:03	71
Seniority	41:04	71
Benefit Plans	41:05	74

SUBJECT	ARTICLE	PAGE
Payment in Lieu of Annual Vacation	41:06	74
Overtime	41:07	74
Holidays	41:08	74
Uniforms	41:09	75
Bereavement Leave	41:12	75
<b>Charters and Equipment Pick-ups</b>	<b>36</b>	<b>62</b>
<b>Collective Agreement - Extension of Term</b>	<b>25</b>	<b>51</b>
<b>Contracting Out</b>	<b>40</b>	<b>67</b>
<b>Definitions</b>	<b>33</b>	<b>58</b>
A Permanent Employee	33:01	58
A Probationary Employee	33:02	58
Basic Rate	33:03	58
Regular Rate	33:04	58
Platform Time	33:05	59
Travel Time	33:06	59
Duty	33:07	59
<b>Discipline</b>	<b>34</b>	<b>59</b>
<b>Employer Rights</b>	<b>6</b>	<b>4</b>
<b>General</b>	<b>28</b>	<b>52</b>
Medical Re-checks	28:02	52
Access to Personnel File	28:03	53
Laundering	28:04	53
Free Transportation	28:05	53
Uniforms	28:06	53
Time Act	28:07	55
Safety Footwear	28:08	55
Tool Allowance	28:09	56
Dry Cleaning Allowance	28:10	56
Representative	28:11	57
<b>General Wage Increase &amp; COLA</b>	<b>35</b>	<b>60</b>
<b>Grievance Procedure</b>	<b>8</b>	<b>5</b>
Definition of Grievance	8:01(1)	5
Grievances in Writing	8:01(2)	5
Signatures	8:01(3)	5
Grievance Committee	8:02	5
Definition - Working Day	8:03	5
Complaint Stage	8:04	5
Stage One	8:05	6
Stage Two	8:06	6
Stage Three	8:07	6
<b>General Grievances</b>	<b>8:08</b>	<b>7</b>
General Grievances	8:08(1)	7
Union General Grievances	8:08(2)	7
Management General Grievances	8:08(3)	8
Discharge, Suspension and Discipline Cases	8:09(1)(2)	8
Disciplinary Notices	8:09(3)	8
Time Limits	8:10	9

SUBJECT	ARTICLE	PAGE
<b>Health and Safety</b>	<b>38</b>	<b>65</b>
Co-operation	38:01	65
Committee	38:02	65
Monthly Meetings	38:03	65
Discipline	38:04	66
Notification of Supervisor	38:05	66
Fatality	38:06	66
Forms	38:07	66
Tools and Equipment	38:08	66
<b>Holidays</b>	<b>15</b>	<b>21</b>
Perm., Prob., & Temp. Employees	15:01	21
Proclaimed Holiday	15:02	22
Limitation	15:03	22
Work Performed on Holidays	15:04	22
Qualifications	15:05	22
Canada Day or Civic Holiday	15:06	22
Student Employees	15:07	22
<b>Hours of Work</b>	<b>17</b>	<b>26</b>
Definition of Operators	17:01	26
Regular Operator	17:02	27
Steady Day Shift Operator	17:03	27
Split Shift Operators	17:04	28
Spare Board Operators	17:05	28
Spare Board Work Distribution	17:05(5)	30
Vacation Relief Operators	17:06	32
Inactive Board	17:13	36
Training on New Equipment	17:15	38
Standby Time	17:16	38
Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S}	17:17	39
Night Leader	17:18	39
Servicepersons	17:19	39
Autobody Repairer Shift Schedule	17:20	40
<b>Job Posting</b>	<b>13</b>	<b>15</b>
Vacancies & Newly Created Positions	13:01(1)	15
Posting Period	13:01(2)	15
Trial Period	13:01(3)	15
Performance During Trial Period	13:01(4)	16
Limited Position	13:01(6)	16
Rate of Pay - Newly Created Classifications	13:02	16
Appointment of Successful Candidate	13:03	17
<b>Leave of Absence</b>	<b>14</b>	<b>17</b>
Salary Representative of the Union	14:01	17
Union Business	14:02	17
Union Convention, Seminars or Workshops	14:03	17
Furloughs and Military Leaves	14:04	18
Jury and Witness Duty Leave	14:05	19
Pregnancy Leave	14:07	19
Fringe Benefits During Pregnancy Leave	14:07(4)	22
Pregnancy Leave Supplement	14:07(5)	20
Adoption Leave	14:07(6)	20
Personal Leave Days	14:08	20
Leave of Absence - Loss of Licence	14:09	21

<b>SUBJECT</b>	<b>ARTICLE</b>	<b>PAGE</b>
<b>Loss of Seniority</b>	<b>12</b>	<b>14</b>
<b>No Discrimination</b>	<b>4</b>	<b>2</b>
<b>No Strikes or Lockouts</b>	<b>7</b>	<b>4</b>
<b>Notifications</b>	<b>20</b>	<b>44</b>
<b>Overtime</b>	<b>18</b>	<b>40</b>
Overtime Rate	18:01	40
Sunday Work	18:02	41
Work Not Continuous With Regular Shift	18:03	41
Division of Overtime	18:04	41
Overtime Paid Meal Period	18:05	42
List of Overtime Hours Worked	18:06	42
<b>Pay Days</b>	<b>26</b>	<b>50</b>
<b>Pension Plans</b>	<b>24</b>	<b>50</b>
<b>Public Complaints</b>	<b>39</b>	<b>66</b>
<b>Purpose</b>	<b>1</b>	<b>1</b>
<b>Relieving in Other Grades</b>	<b>21</b>	<b>44</b>
Relieving in Position of Higher Rating	21:01	44
Relieving In Position of Lower Rating	21:02	44
Relieving Outside the Bargaining Unit	21:03	44
<b>Reporting Pay</b>	<b>32</b>	<b>58</b>
<b>Responsibility of Employees</b>	<b>5</b>	<b>2</b>
General Welfare of Citizens	5:01	2
Differences	5:02	3
Change of Address	5:03	3
Working Conditions	5:04	3
Loss or Suspension of Driver's License	5:05	3
<b>Schedules</b>	<b>29</b>	<b>57</b>
<b>Scope</b>	<b>2</b>	<b>1</b>
<b>Seniority</b>	<b>11</b>	<b>11</b>
Seniority List - Perm. & Prob. Employees	11:02(1)	13
List of Student Employees	11:02(2)	13
Interpretation	11:03	13
Seniority Date	11:03(1)	13
Vacation Service Date	11:03(2)	13
Employment Date	11:03(3)	14
Probationary Period	11:04	14
Protests	11:05	14
<b>Shift and Sunday Differentials</b>	<b>19</b>	<b>42</b>
Maintenance Employees	19:01	42
Operators	19:02	43
Sunday Differentials	19:03	44

SUBJECT	ARTICLE	PAGE
Sick and Bereavement Leave	<b>23</b>	<b>49</b>
Sick Leave	23:01	49
Bereavement Leave	23:02	50
Immediate Family	23:02(1)	50
Brother-in-law, Sister-in-law, Brother-in-law or Daughter-in-law	23:02(2)	50
Travel Time	23:02(3)	50
During Vacation Period	23:02(4)	51
<b>Student Employees</b>	<b>37</b>	<b>63</b>
Vacation Relief Crew Guides	37:06	64
Technological Change	<b>43</b>	<b>79</b>
Term of Agreement	<b>31</b>	<b>57</b>
Union Recognition	<b>3</b>	<b>2</b>
Union Security	<b>10</b>	<b>10</b>
Check off Dues	10:01	10
Amount of Dues	10:02	10
Deduction and Remittance of Dues	10:03	10
Statement	10:04	10
No Individual Agreements	10:05	10
Minutes of City Council Meetings	10:06	11
Labour-Management Committee	10:07	11
Meetings	10:07(1)	11
Committee Make-Up	10:07(2)	11
Written Agenda	10:07(3)	11
Decisions Not Binding	10:07(4)	11
Validity of Agreement	<b>30</b>	<b>57</b>
Schedule "A" - Classifications		81
Schedule "B" - Rotating Schedule of Days Off - Operators		82
<b>Schedule "C" - Advance Vacation Pay Policy and Form</b>		<b>83</b>
Schedule "D" - Truck/Coach Technician including Automotive Technician {Licenses 310-T & 310-S} Shift Schedule		84
Schedule "E" - Sick Leave By-Law #89-119		86
Amendments #87-226		
Amendments #88-107		
LETTER OF COMMITMENT		103
MODIFIED WORK PROGRAM		112



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, 1999

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 Engineering and Community Services Department of the Employer, save and

except the Assistant City Manager of Engineering and Community Services, the Secretary to the Assistant City Manager of Engineering and Community Services, the Director of Transportation and Facilities, the General Manager of Transit Operations, the Operations Supervisor, the Equipment Operations Supervisor, the Inspectors, the Corporate Communications Officer, 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, R.S.O. 1990, c.H.19), 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 Timekeeping Clerk 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 License 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 stow-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 of Transit Operations or his designate. The General Manager of Transit Operations or the General Manager of Transit Operations' designate shall, within five (5) working days meet during the General Manager of Transit 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 Engineering and Community Services. If the Grievance Committee wishes to proceed, the Assistant City Manager of Engineering and Community Services shall meet during the Assistant City Manager of Engineering and 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 Labour Relations Officer, and the Labour Relations Officer 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 Labour Relations Officer and the General Manager of Transit 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 Labour Relations Officer 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 Labour Relations Officer, the Local Executive shall have two (2) weeks from receipt of the complaint, to meet with the Labour Relations Officer 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.

#### (3) Disciplinary Notices

Any notice of disciplinary action shall be disregarded after a period of eighteen (18) consecutive months, provided that no further disciplinary action has been recorded.



#### 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 Act, 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 both the Agendas and the Minutes of City Council meetings shall be forwarded to the President and Secretary of the Local Union 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) Student Employees 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.

11:02 (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 Student Employees

A list of all Employees covered by this Agreement shall be posted in July each year. This list will show all Student 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.

11:03 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 Student 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 Labour Relations Officer 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. Falling 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 Student 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.

**8:02 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.



13:03 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 the General Manager of Transit Operations 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 37 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 Employment 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 Employment 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

The lieu days for all holidays 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 Student Employees

(1) All Student 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) Student 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 (1%) 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 Student 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 Credits Cease**

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 Workplace Safety Insurance Board {W.S.I.B.} for a period of six (6) or more continuous months.

**(7) Vacation Pay**

Notwithstanding anything in the Collective Agreement to the contrary, the Employer 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) Student Employees**

Student Employees 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.
  
- 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<sup>st</sup> of each year.

Notwithstanding the above, should the Employee fail to schedule the lieu day or actually take the lieu day, at a mutually agreed upon time, by the December 1<sup>st</sup> deadline, then the Employer will schedule the lieu day at its discretion prior to December 31<sup>st</sup>.

**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 off on Weekly Indemnity Insurance, Long Term Disability, Workplace Safety Insurance Benefits (W.S.I.B.), or Sick Leave 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 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. The Employer agrees that an Employee who is off work and receiving Weekly Indemnity Insurance, Long Term Disability Insurance, Workplace Safety Insurance Benefits (W.S.I.B.), or Sick Leave during the Employee's scheduled vacation and subsequently returns to work prior to December 31st shall take said vacation prior to December taken at a time mutually agreed upon by the Employee and the Employer. To mutually agree the Employee must make a vacation selection.

Notwithstanding the above, should the Employee be unable to return to work prior to the end of the year, any unused vacation will be paid out prior to December 31st.

### 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 platformtime. 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 platformtime. 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 (½) hour daily platformtime and whose normal workweek 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 Differential 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{4}$ ) 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 (D);

(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 Board work 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 on a rotating basis;

- (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:  
Student Employee Spare Board Operators at regular rate:
- (i) Ninth Choice:  
Other Student Employee Operators on day off:
- (j) Tenth Choice:  
Other Student 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.

- c) Notwithstanding the above, vacancies for Sundays or Statutory Holidays when a Sunday Schedule is in effect, as per Article 18:02, the Employer will notify the Casual Operator who will be assigned to fill this vacancy as part of their regular rotation as soon as it is practical to do so.

It is understood by both parties that no Casual Employee will be bypassed until 9:00 p.m. the night prior to the day of the vacancy.

- 3) -- The employer may replace an employee working at overtime rate as soon as a Permanent, Probationary, Casual or Student 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) Student 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.

2) The parties agree that for the June Crew Bid, the following process will be implemented for the purpose of selecting Vacation Relief Crews:

**Order of Selection**

Vacation Relief Crew selection will be made in the following order:

A) First opportunity for the selection of vacation relief work will be given to full time operators on a seniority basis.

B) Once the full time operators have been given an opportunity to select Summer vacation relief work on a seniority basis as described in Section "A" above, a Committee of two (2) casual operators appointed by the Union will select up to a maximum of five (5) crews. Their selection will be made from the following crews:

- Monday to Friday Split Shift Crews
- Monday to Friday Day Shift Crews
- Monday to Friday Afternoon Shift Crews

The parties further agree that should there be less than five (5) crews from among the selection listed above, the Casual employee Committee will then be permitted to select from among the Tuesday to Saturday crews.

**CONDITIONS**

The Employer cannot guarantee there will always be five (5) summer vacation relief crews available for selection by the Casual Employee Selection Committee. The Employer does however, agree that at the time of hiring Student Employees the Employer will not employ Student Employees to the extent that their numbers would cause less than five (5) crews to be available.

When the Casual Employee Selection Committee selects a Monday to Friday Split Shift Crew, a Monday to Friday Day Shift Crew or a Monday to Friday Afternoon Shift Crews, the Casual Employee Selection Committee must select or be assigned all of the weeks of the vacation that run consecutively for the Operator on vacation.

The crews selected by the Casual Employee Selection Committee will be distributed among the casual operators using the rotation system presently described in Article 41:02(5) of the Collective Agreement.

During the summer vacation relief period, casual operators will continue to work Saturday, Sunday and Monday shifts.

The provisions of Article 17:10 of the Collective Agreement will not apply to casual operators when assigned summer vacation relief work through the process described above.

- 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 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.

(d) --Casual operators will be paid for actual time worked on Saturday crews selected as per the terms of this article.

Platform time will be paid in addition to the hours on a completed crew.

#### **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 asset 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, Student 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 (½) 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 (½) 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.

- (d) 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 TRUCK/COACH TECHNICIAN INCLUDING AUTOMOTIVE SERVICE TECHNICIAN {LICENSES 310-T & 310-S}**

(1) Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S}, Bench Mechanics "A", Inspection Mechanic and Tire/Farebox Repairers shall work according to Schedules established jointly by the Employer and the Union.

(2) The Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} Shift Schedule shall be as set out in Schedule "E" attached hereto and forming part of this Agreement.

**17:18 NIGHT LEADER**

The normal workweek 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.

**17:19 SERVICE PERSONS**

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

(2) Two (2) Service persons rotating schedules will consist of 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

(3) Two (2) Service persons rotating schedules will consist of the following times:

(A) Afternoon shift hours will be:

- (i) 6:00 P.M. to 2:00 A.M. Monday to Friday  
(ii) 5:00 P.M. to 1:00 A.M. Saturday  
(iii) 2:00 P.M. to 10:00 P.M. Sunday and when Sunday schedule is in effect

(B) Night shift hours will be:

(i) 10:00 P.M. to 6:00 A.M. Monday to Sunday

(4) Permanent and Probationary Servicepersons as described in 17:19(3) 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?

(5) Casual Servicepersons will work on the Permanent and Probationary Employees' days off on a rotating schedule.

(6) Additional work will be shared among Casual Servicepersons as evenly as possible.

#### 17:20 Autobody Repairer Shift Schedule

The normal work week 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 Workplace Safety Insurance Benefit (W.S.I.B.) 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 as per employee classification before Casual or Student Employees or non-employees are considered.

- (2) All known **A.M.** work will be covered the night before.

- (3) ~~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. 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 who has signed the appropriate posting will be offered the work.

(1) 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;

(2) 11:00 a.m. call (same day) all known work on that same day available after the 1:00 p.m. report time.

(4) If an operator is required for overtime as a result of someone booking off sick in the **A.M.** then the next person will be called for the report time of the last crew available that shift.

(5) When no one signs for overtime work the Inspector will call anyone they believe may be available for overtime work except for Sundays and Statutory Holidays.

(6) Operators who wish to work overtime must indicate their desire by signing the proper posting, that is the **A.M.** or **P.M.** overtime sheet or the appropriate day off sheet. Article 17:05(5) Spare Board work distribution will prevail.

(7) 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 (1/3) of the total number of crews.

Notwithstanding the above, the one-quarter (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 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-Five Cents (\$0.45) per hour during the contract year April 1, 1999 to March 31, 2000, Fifty Cents (\$0.50) per hour during the contract year April 1, 2000 to March 31, 2001, and Fifty-Five Cents (\$0.55) per hour during the contract year April 1, 2001 to March 31, 2002 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 Fifty-One Cents (\$0.51) per hour during the contract year April 1, 1999 to March 31, 2000, Fifty-Six Cents (\$0.56) per hour during the contract year April 1, 2000 to March 31, 2001, and Sixty-One Cents (\$0.61) per hour during the contract year April 1, 2001 to March 31, 2002 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-Five Cents (\$0.45) per hour during the contract year April 1, 1999 to March 31, 2000, Fifty Cents (\$0.50) per hour during the contract year April 1, 2000 to March 31, 2001, and Fifty-Five Cents (\$0.55) per hour during the contract year April 1, 2001 to March 31, 2002 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-Five Cents (~~\$1.75~~) per hour during the contract year April 1, 1999 to March 31, 2000, One Dollar and Eighty Cents (~~\$1.80~~) per hour during the contract year April 1, 2000 to March 31, 2001, and One Dollar and Eighty-Five Cents (\$1.85) per hour during the contract year April 1, 2001 to March 31, 2002 shall be paid to all Maintenance Employees and Supporting Staff for regular hours of work on Sunday.

- 19:04** The Shift and Sunday differentials as set out in this Article shall not apply when overtime or premium rates are paid.

**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**

When an employee has been requested in writing and is willing to relieve in a position outside of the Bargaining Unit or has applied for a Job Posting for a Non Union Position, the Employee shall receive not less than ten percent (10%) above the highest rated Classification supervised or the entry level salary of the Non-Union position they will be occupying whichever is the greater amount for the full relief period. Such employee shall continue payment of Union dues to the Bargaining Agent. The period of relief shall be no longer than six (6) months. When required the Employer may request an extension to the six (6) month time limit and consent shall not be arbitrarily or unreasonably withheld by the Union.

## 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;  
  
(Two Hundred and Sixty Dollars (\$260.00) eye glass subsidy;
- (c) Liberty Health Dental Plan #9, including space maintainers (or equivalent carrier), including Overage Dependant Student Coverage;  
  
(Freeze at January 1, 1999 O.D.A. Fee Schedule):
- (d) Group Life Insurance Plan (one and one-half (1½) 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);
- (f) 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)(f) 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;  
  
(Freeze at January 1, 1999 O.D.A. Fee Schedule);
- (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 mastercontract 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 One Hundred and Thirty Dollars (\$130.00) during the contract year April 1, 1999 to March 31, 2000, One Hundred and Forty Dollars (\$140.00) during the contract year April 1, 2000 to March 31, 2001, and One Hundred and Fifty Dollars (\$150.00) during the contract year April 1, 2001 to March 31, 2002 for Eye Glass Subsidy.

- 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 leaves a surviving spouse, the following conditions shall apply:

- 1) The employer will continue to contribute one hundred percent (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 Dollars (\$50.00) family) With One Hundred and Thirty Dollars (\$130.00) during the contract year April 1, 1999 to March 31, 2000, One Hundred and Forty Dollars (\$140.00) during the contract year April 1, 2000 to March 31, 2001, and One Hundred and Fifty Dollars (\$150.00)

during the contract year April 1, 2001 to March 31, 2002 for Eye Glass Subsidy.

- 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) Student Employee**

For every Student 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 Labour Relations Officer and produce such evidence as may be required to justify their exclusion. All claims for exclusion will be determined through consultation with the Labour Relations Officer 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 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) 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.

(5) Both Parties agree that personal leaves of absence which have been approved by the General Manager of Transit Operations or his/her designate, and leaves of absence of one and one-half (1½) 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, step-son, 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 Labour Relations Officer 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 up to five (5) pairs of coveralls bi-weekly for each Truck/Coach Technician including Automotive Service Technician (Licenses 310-T & 310-S), Bench Mechanic, Autobody Repairer and Tire/Farebox Repairer, and up to three (3) pairs of coveralls bi-weekly for the Servicepersons, and Night Leader.

#### 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 Student 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 Operator, 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 Truck/Coach Technician including Automotive Service Technician (Licenses 310-T & 310-S), 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, 1999 to March 31, 2000, the Safety Footwear Subsidy for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Ten Dollars (\$110.00) per annum.

(2) During the contract year April 1, 2000 to March 31, 2001 the Safety Footwear Subsidy for Permanent and Probationary Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Fifteen Dollars (\$115.00) per annum.

(3) During the contract year April 1, 2001 to March 31, 2002, the Safety Footwear Subsidy for Permanent and probationary Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its Regulations for Construction Projects will be in the amount of One Hundred and Twenty Dollars (\$120.00) 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 Sixty Dollars (\$260.00) for the contract year April 1, 1999 to March 31, 2000, Two Hundred and Seventy Dollars (\$270.00) for the contract year April 1, 2000 to March 31, 2001, and Two Hundred and Eighty Dollars (\$280.00) for the contract year April 1, 2001 to March 31, 2002 to each of the employees permanently classified as Autobody Repairer and Truck/Coach Technician including Automotive Service Technician (Licenses 310-T & 310-S). 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 tools in order to be entitled to the Tool 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 to the Employee on or before the 15<sup>th</sup> day of December and shall be included on the annual Attendance Incentive cheque if applicable.



(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" Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} Shift Schedule
- Schedule " E" Sick Leave By-Law

**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, 1999 and shall remain in effect until the 31st day of March, 2002, 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 "standby" and await further advice the Operator involved shall be paid at a rate of one-half ( $\frac{1}{2}$ ) 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 1999 GENERAL, WAGE INCREASE

The wage rates in Schedules "A" to this agreement will be increased by two percent (2%) effective April 1st, 1999, two percent (2%) effective April 1st, 2000 and two percent (2%) effective April 1st, 2001.

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 (1½x).

~~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 (1½x) 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) Truck/Coach Technician including Automotive Service Technician {License 310-T & 310-S} 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 -STUDENT EMPLOYEES**

37:01 Without resorting to the Job Posting Procedure under Article 13, the Employer is entitled to hire Student 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, Student 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 Student Employees.

37:04 When filling Operator positions:

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

(4) Student 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 Student 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 Servicepersons will be allowed to perform the duties of Student 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 Servicepersons notify the Employer of their desire to become Student 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 Serviceperson when assigned to the classification of Student 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 Student Employee Operators.
- (e) Pay will be in accordance with the classification of Student 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 Chairperson of the Committee shall alternate between the Employer and the Union Representatives every 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 of Engineering and Community Services, 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) Both Parties agree that any work made available to Casual Operators other than on Saturday or Sunday 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, 1999 to March 31, 2000, the Employer will subsidize the purchase of Safety Footwear for Casual Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its regulations for construction projects in the amount of One Hundred and Ten Dollars (\$110.00) 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, 2000 to March 31, 2001, the Employer will subsidize the purchase of safety footwear for Casual Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its regulations for construction projects in the amount of One Hundred and Fifteen Dollars (\$115.00) 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, 2001 to March 31, 2002, the Employer will subsidize the purchase of safety footwear for Casual Employees as determined by the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and its regulations for construction projects in the amount of One Hundred and Twenty Dollars (\$120.00) 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.

(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) The Employer shall keep two (2) lists for the purpose of determining the seniority of a Casual Employee:
  - (a) List 1 shall be based on credited points and shall be used for the purposes of promotion, demotion, layoff and recall after layoff;
  - (b) List 2 shall be based upon hours paid at regular rate inclusive of platform time.
- (2) Casual Employees shall be credited with one seniority (1) point for every day that the Casual Employee works to a maximum of five (5) seniority points for each week. A week being Saturday to Friday inclusive. Notwithstanding the above, a Casual Employee may work on more than five (5) occasions in a week.
- (3) Only those Casual Employees scheduled to work on a Paid Holiday or called into work on rotation on a Paid Holiday shall receive seniority credit for the Paid Holiday.
- (4) A Casual Employee who attends a mandatory training program shall be credited with one (1) seniority point each time the call in rotation passes the employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.
- (5) A Casual Employee who is off work and on Pregnancy and/or Parental Leave or who is off work and has applied for Workplace Safety Insurance Board Benefits or who is off work due to Bereavement Leave in accordance with Article 41:12 shall be credited with one (1) seniority point each time the call in rotation passes the employee's name and one (1) seniority point for each scheduled Saturday or Sunday the Casual Employee would have worked.

- (6) Should circumstances require a reduction in the number of employees, employees will be laid off in the following order:
- (a) Student Employees 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.
- (7) 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.
- (8) 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.

For the purpose of this Article, the Employer's obligation to contact a casual employee will be met when a telephone call has been placed and documented by the Supervisor or when a personal contact with the employee has been made by the Supervisor.

A documented telephone call will be deemed to be completed when the Supervisor has called all telephone/pager numbers provided to the employer by the casual employee up to a maximum of two different numbers.



Notwithstanding the above, a casual employee will be considered unavailable for work for a maximum of two occasions within a twenty-four hour period, when contacted by a Supervisor.

The provisions of this Article do not apply to a casual employee who requests, and is granted a leave of absence resulting in the casual employee removing themselves out of the normal rotation.

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

(10) 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 seniority points credited last quarter, number of cumulative seniority points. Copies of this seniority list will be posted on all bulletin boards and copies will be supplied to the Union. Upon request, the Employer shall provide a Casual Employee with the total of cumulative hours of credited service.

(11) Protests in regard to the Lists posted under Article 41:04 (10) must be submitted in writing to the Labour Relations Officer 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.

(12) A Casual Employee who becomes a Full-Time Employee will not be required to serve an additional probationary period and the Casual Employee's cumulative hours will be converted to a full-time seniority date based on Two Thousand and Eighty (2,080) hours worked at regular rate inclusive of platform time is equal to one (1) year. It is agreed and understood that a reclassification from Permanent status to Casual status does not constitute a lay-off.

#### 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;

(Freeze at January 1, 1999 O.D.A. Fee Schedule)

#### 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, R.S.O. 1990, c.E.14, 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, R.S.O. 1990, c.E.14 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 Student 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 Operator or Student 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, step-son, 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 ( $\frac{1}{2}$ ) 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 part 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).

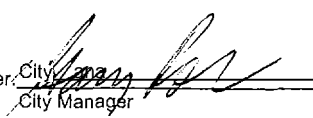
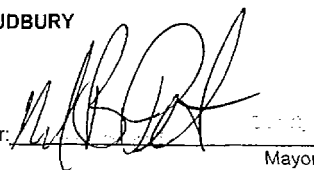
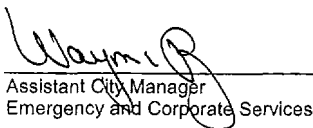

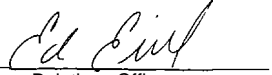
It is understood by the Parties that this clause will not over-ride the provisions of any other clause in this Collective Agreement.

ARTICLE 44 - AGREEMENT - SIGNING AUTHORITIES


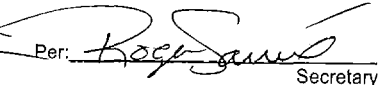
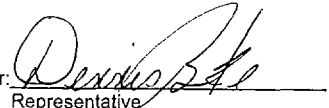
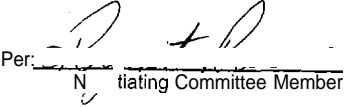

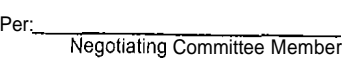
44:01 In Witness Whereof the Parties hereto have set their hands and corporate seals to this Agreement.

DATED AT SUDBURY, ONTARIO THIS 7<sup>TH</sup> DAY OF DECEMBER, 1999

THE CORPORATION OF THE CITY OF SUDBURY

Per:  City Manager  
Per:  Mayor  
Per:  Assistant City Manager  
Emergency and Corporate Services  
Per:  City Clerk  
Per:  Labour Relations Officer

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



**SCHEDULE "A"**

<u>CLASSIFICATION</u>	<u>APR 1/1999 INCREASE</u>	<u>APR 1/2000 INCREASE</u>	<u>APR 1/2001 INCREASE</u>
Bench Mechanic "A"	21.39	21.82	22.26
Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S}	20.64	21.05	21.47
Auto Body Repairer	20.64	21.05	21.47
Inspection Mechanic	19.13	19.51	19.90
Tire/Farebox Repairer	18.29	18.66	19.03
Bus Operator	18.16	18.52	18.89
Mechanic B	17.44	17.79	18.15
Night Leader	17.09	17.43	17.78
Serviceperson	16.05	16.37	16.70
Labourer	16.02	16.34	16.67
Operator (Training Period First Three Weeks of Employment Only)	16.02	16.34	16.67
Student Employee Operator	15.23	15.53	15.84

**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>	
	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"

### TRUCK/COACH TECHNICIAN INCLUDING AUTOMOTIVE SERVICE TECHNICIAN {LICENCES 310-T & 310-S} - SHIFT SCHEDULE

1. One Truck/Coach Technician including Automotive Service Technician (Licences 310-T & 310-S) 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 Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} 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 Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} with the least amount of overtime. Should there be a shortage of volunteers, the work will be assigned commencing with the Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} 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 Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} excluding the Bench Mechanic.
2. All Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 10-S} 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 Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} from day shift to afternoon shift with forty-eight (48) hours notice. The rescheduling shall rotate among Truck/Coach Technician including Automotive Service Technician {Licences 310-T & 310-S} with an 8:00 a.m. start time. A minimum complement for day shift will be two (2) Truck/Coach Technician including Automotive Service Technician (Licences 310-T & 310-S) excluding the Bench Mechanic. Rescheduled work will be for one (1) week at a time on rotating basis.
4. Truck/Coach Technician including Automotive Service Technician (Licences 310-T & 310-S) 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 Truck/Coach Technician including Automotive Service Technician (Licences 310-T & 310-S) Schedule with amendments as mutually agreed.
7. Truck/Coach Technician including Automotive Service Technician (Licences 310-T & 310-S) will be allowed to trade off weekend shifts as mutually agreed provided their immediate Supervisor is notified of the change.

SCHEDULE "E"

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 1862, 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 1862 or Local 6 (Airport Employees), such plans to be effective as of the first day of July, 1982;

NOW 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 diem 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 1862 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 1882 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.

(1) "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.

(2) 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.



DEPT.

(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 bi-weekly 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 completed 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 8 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:

(a) That benefits to an employee who is totally disabled shall be payable from the 133rd 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.

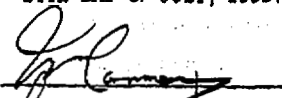
10. APPLICATION

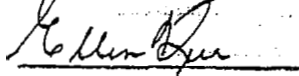
The provisions of this by-law shall extend to all employees of the City of Sudbury who are members of the Canadian Union of Public Employees, Local 207, Local 1862 or Local 8 (Airport Employees), who were actively engaged by the municipality on the date that this by-law came into force or who became 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)";

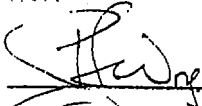
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:


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:

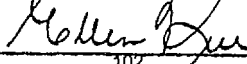
1. THAT Section 4(2) of By-law 82-119, as amended by By-law 87-226 be repealed and the following substituted therefor:

"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.

**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 Clinic.

**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. **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.

5. **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.

6. **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".

7. **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.

8. **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.

9. **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.



10. **Manpower**

The Employer agrees that for the term of this Collective Agreement Bus Operator levels will be reduced to the required fifty-seven (57) 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.

11. **Retro-Activity**

The Employer agrees that the April 1, 1999 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.

12. **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.

13. **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.

14. **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 by-passed, 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.

15. 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.

16. Temporary Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} 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 Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} 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.

17. P.M. Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S}

The Parties, hereto, agree that the Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} who reports for duty at 3:30 p.m. will receive instructions from the Equipment Operations Supervisor or his designate. The Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} who reports for duty at 3:30 p.m. will then pass on the instructions to any other Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} who reports for duty during his/her shift. This Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} will assume responsibility for the facility and activities within the facility and report any problems to the Supervisor on duty during the course of his/her shift.

During the period of 11:30 p.m. to 1:00 a.m. the 5:00 p.m. Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} will assume responsibility for the facility and activities within the facility and report any problems to the Supervisor on duty.

It is agreed and understood that each Truck/Coach Technician including Automotive Service Technician {Licenses 310-T & 310-S} is then accountable for the productivity of his/her own shift.

18. 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.

19. **Tendering of Benefits**

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

20. **Co-ordination of Benefits**

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

21. **Positive Enrollment**

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

22. **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.

23. **Seniority Credits for Casual Employees**

It is agreed and understood that for purposes of determining a Casual Employee's seniority credits the Employer shall, using the quarterly seniority list immediately prior to ratification of this Collective Agreement, divide each Casual Employee's cumulative hours by eight (8). This shall determine the starting number of seniority credits for each Casual Employee after which seniority credits will be determined in accordance with Article 41:04.

24. Lunch Period

The parties will enter into a Letter of Commitment to conduct a Union/Management Study, to commence immediately upon ratification, the purpose of which will be to ensure that only as many ½ hour lunch period crews as is necessary will be implemented focusing on the efficient operation of the system. The study will also include any issues associated with the ½ hour lunch crews as identified by the joint Union/Management Committee.

The Committee will ensure to the extent possible without compromising service to the public that the ½ hour period crews do not include equipment pick ups, etc.

**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 Division, 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.

- d) Management proposes a freeze at current O.D.A. Fee Schedule (January 1, 1999) with the understanding that where a dentist bills an employee for O.D.A. lag, those bills will be paid by the City of Sudbury on presentation of invoice to the Human Resources Division.

Furthermore, the Parties agree that this particular issue will be dealt with by the Joint Union/Management Benefits Review Committee,

- (5) Management will refer the issue of Physiotherapy to the Manager of Occupational Health & Safety and its application to the Modified Work Program.
- (6) The Parties agree to form a Joint Union/Management Committee to review the entire issue of Benefit Costs and Administration including plan design. The Parties will have the assistance of a representative from the firm of M.J McLaughlin + Associates for this purpose.

The Employer will pay the cost for any of its employees on this Committee during normal working hours. The Committee will present its recommendations to their respective principals for ratification by no later than December 31, 1999.

DATED AT SUDBURY, ONTARIO THIS 7<sup>TH</sup> DAY OF DECEMBER, 1999.

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1662  
OF SUDBURY

THE CORPORATION OF THE CITY

Per: [Signature]  
President

Per: [Signature]  
Mayor

Per: [Signature]  
Secretary

Per: [Signature]  
City Clerk

Per: [Signature]  
Representative

Per: [Signature]  
City Manager

[Signature]  
Witness  
Witness

Per: [Signature]  
Assistant City Manager  
Emergency and Corporate Services

[Signature]  
Witness

Per: [Signature]  
Labour Relations Officer

\_\_\_\_\_  
Witness

**MODIFIED WORK PROGRAM  
BETWEEN  
THE CORPORATION OF  
THE CITY OF SUDBURY  
AND  
CUPS LOCALS 6, 6 AIRPORT,  
207 AND 1662**



## STATEMENT OF POLICY

It is the policy of The Corporation of the City of Sudbury to return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major **duties** of their own classification but who are medically certified as capable of performing modified duties of their own or another classification. Further, it is the intent of the CUPE Locals 6 Airport, 6, 1662, and 207 to encourage those employees identified by the program to actively participate in rehabilitative employment and to fully cooperate with the procedures of the program as outlined herein. The parties agree to consult throughout, in all aspects in respect to the implementation of this program. It is also agreed that employees participating in the modified work program have the right to union representation at any time.

## OBJECTIVES

The objectives of the Modified Work Program are:

1. To provide for early vocational/medical rehabilitation and progressive reintegration into the workplace, until the disabled employee is capable of returning to his/her regular position.
2. To provide suitable gainful employment for workers who are permanently disabled.
3. To Minimize the length of injury and illness related absences.

## ELIGIBILITY

The provisions of this Modified Work Program apply to Permanent Employees who are off work because of injury or illness. These workers may be in receipt of benefits from the Workplace Safety and Insurance Board, Weekly Indemnity or Long Term Disability. In order to be eligible for the Modified Work Program, the employee must have been declared suitable for modified employment by:

1. The Treating physician; and/or
2. Workplace Safety and Insurance Board
3. Short Term or Long Term Disability Carrier.

Participation in the Modified Work Program by persons employed by the City on a Temporary basis, will be subject to the terms of the Collective Agreement and relevant legislation.

- A. Accommodated Pre-Accident Job - The pre-accident job that has been modified to enable the injured worker to perform the essential duties of the job.
- B. Accommodation - The employer will be required to undertake any and all actions that will respond to the need of the disabled, subject to the limitation of undue hardship. In assessing undue hardship, consideration will be given to the guidelines of the Ontario Human Rights Commission (Guidelines for Assessing Accommodation Requirements for Persons with Disabilities.)
- C. Comparable Job - Any job that is comparable to the pre-accident job in the following areas:- duties, working conditions, working environment, hours of work, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.
- D. Essential Duties - Consideration will be given to the duties necessary to produce the actual job outcome. The job outcome is the production or provision of the final product or service required. The overall objective of the position constitutes job outcome. Consideration should be given to:
- ☛ how often each duty is undertaken;
  - ☛ the proportion of time spent at each specific duty;
  - ☛ the contents of the job description for any current and relevant job posting.
- E. Permanent Modified Work - May require relocating the employee to a suitable existing position (as soon as it becomes available), or modifying the workplace as required to the point of undue hardship or both. It must be established by medical evidence that the employee is permanently disabled and incapable of performing the essential duties of his/her regular position.
- F. Suitable Job - Any available job which the injured worker has the necessary skills to perform, is medically able to perform, and which does not pose a health or safety hazard to the worker - or any other co-worker.
- G. Temporary Modified Work - Is any job, task, function or combination thereof that a worker who suffers a partial disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the existing injury. For the purposes of this program, temporary work will not exceed a period greater than four months, made up of two eight week assignments. Temporary modified work may be extended providing recovery is expected.
- H. Transitional Work Program - An individual program that facilitates a gradual transition from disability to the eventual vocational objective, that being a return to the pre-injury job. Over the duration of the program, the worker will gradually increase his/her hours of work and work demands in order to readjust to the employment.

**MODIFIED WORK PROGRAM TEAM (MWP TEAM)**

In order to ensure that all interests are taken into consideration and a successful rehabilitation plan is developed, a team approach will be utilized. Although the specific individuals in each case may vary, the MWP Team will consist of the following participants:

Participants

1. Disabled Worker
2. Health Practitioner (employee's Physician, Chiropractor, Physiotherapist)
3. Human Resource Services Representative/s
4. Union Representative
5. Department Supervisor
6. Rehabilitation Caseworker from WCB/or WI/LTD Carrier, when appropriate.

**RESPONSIBILITIES**Disabled Worker

- ☞ Promptly report all accidents and illnesses
- ☞ Obtain medical aid immediately and continue medical rehabilitation as necessary to recover physically.
- ☞ Return the completed physician's form immediately following the initial assessment, where practical, to the foreperson or supervisor who will note any restrictions and immediately send the form on to the Manager of Occupational Health & Safety.
- ☞ Contact the foreperson or supervisor on a regular basis after you have seen your physician with regard to the illness or injury that is making you unable to work.
- ☞ Maintain regular contact with Foreperson/Supervisor (and WCB, if applicable).
- ☞ Participate in exploring alternative or modified work opportunities and developing a rehabilitation plan, in consultation with his/her union representative.

RESPONSIBILITIES continued

Health Practitioner (Employee's)

- ☞ Assess the worker's capabilities and limitations to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery.
- ☞ Provide regular follow-up assessment of worker's physical capabilities and progress.
- ☞ Support the modified work program as a viable rehabilitation process.

Human Resource Representative

- ☞ Facilitate an early return to work following an injury or illness.
- ☞ Obtain confirmation regarding the employee's medical condition, restrictions and progress as provided by WSIB, WI-LTD carrier and the employee's physician.
- ☞ Coordinate MWP Team meetings to discuss the worker's abilities and employment alternatives.
- ☞ Maintain regular contact with disabled worker for evaluation and support during rehabilitation process.
- ☞ Act as liaison between employee, physician, supervisor and WSIB, LTD-WI carrier or other agency.

Union Representative

- ☞ Provide support, encouragement and direction to the disabled worker where appropriate.
- ☞ Work collaboratively with all members of the MWP Team to facilitate a speedy and successful return to work.
- ☞ Act as a liaison between employer, physician, supervisor, the Workers' Safety and Insurance Board, and Weekly Indemnity/Long Term Disability Carriers.

**RESPONSIBILITIES continued**Modified Work Team

- ☞ If there is disagreement about the medical evidence which has been presented, then the Modified Work Team may request a third party medical.
- ☞ The modified work team for the department involved will meet before or on the first day of modified work, to clarify the modified work duties and the employee's limitations. The team will see that all supervisor's in the department in question receive in writing a list of the employees restrictions so that no unsuitable work will be inadvertently be assigned.
- ☞ When there is a disagreement about the rate being paid to an employee who is performing modified work, the Modified Work Team will attempt to mediate the dispute.

Department Representative

- ☞ Maintain contact with the disabled worker on a regular basis as required.
- ☞ Modify the work or workplace as necessary to accommodate the disabled worker's restrictions.
- ☞ Provide an on-the-job period of transitional employment for the returning worker, as necessary.
- ☞ Provide training, for the modified work as required.
- ☞ Monitor the disabled worker's performance and progress in relation to the physical abilities or limitations.
- ☞ Ensure that no tasks are being assigned other than those in accordance with the restrictions on the assessment form.
- ☞ Relate progress evaluation and concerns regarding the assigned work to the Human Resources Representative.

WSIB Representative/LTD- WJ

- ☞ Within 45 days after notice of accident is filed, a WSIB Vocational Rehabilitation Worker will contact the worker.
- ☞ Written results of assessments will be provided to the worker and the employer. Any Vocational Rehabilitation Program will be developed in conjunction with the Modified Work Program Team.

**CONDITIONS OF MODIFIED WORK EMPLOYMENT**

1. While participating in a temporary modified work program, the employee will receive 100% of his/her regular earnings (for permanent placements see item 5).
2. Duration
  - (a) Temporary Rehabilitation Assignment will normally be considered if the medical report indicates that the employee will be disabled from performing his/her normal duties for a period of eight weeks or less and will be able to resume normal duties at the completion of the rehabilitation period
  - (b) Extension of the eight week temporary rehabilitation assignment requires a written recommendation from a physician and the approval of MWP Team, including concurrence of the Rehabilitation Caseworker where applicable
- 3 It may be necessary for the worker to accept a change in department, occupation or shift, to provide necessary accommodation
4. The employer will absorb the cost of physician fees related to providing any required documentation for participation in the Modified Work Program.
5. Employees who are relocated on a permanent basis, due to injury or illness, will be paid at the rate of the new position.

**PROCEDURES****TEMPORARY MODIFIED WORK**

1. In cases where the worker suffers an occupational injury that requires medical treatment, the supervisor will complete an injury report, and provide the worker with a form to be completed by the physician.
2. The employee's physician should complete a report indicating the physical limitations, expected length of disability and the suitability for modified work.
3. The physician's report should be returned to the Supervisor and then forwarded to Human Resources Services immediately after the appointment, where practicable.
4. When an employee who is off work for an extended period of time is ready to contemplate a return to work, they may be asked to meet with the modified work team to discuss possible work assignments.

**PROCEDURES continued****TEMPORARY MODIFIED WORK continued**

5. On receipt of the information from the treating physician or WSIB that the worker is fit for temporary modified duties for a period of two weeks or less, Human Resources will contact the worker's regular department to determine if the worker can be accommodated within his/her regular classification.
6. If the period of modified duties is longer than two weeks, a process involving participants of the MWP Team will be initiated to develop a rehabilitation plan.
  - (a) Job Modification - The initial step will be to modify the regular job (and when necessary the workplace), gradually increasing the activity over a period of up to eight weeks. Consideration will also be given to modifying the duration of hours and work schedule, if appropriate.
  - (b)(i) If the Department is not able to modify the-regular job, attempts will be made to reassign the worker to temporary modified work within the same department. The plan will be developed to gradually return the worker to his/her regular position within an eight week period (Transitional Work Program).
  - (ii) If a reassignment is not possible within the department, then consideration will be given to other departments within the Corporation; preferably within the same bargaining unit, but outside the bargaining unit only if necessary.
7. Designated members of the MWP Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.
  - a. Any changes to the rehabilitation plan must be approved by the Modified Work Program Team.
9. A worker who is capable of returning to his/her regular duties must provide medical authorization from the treating physician.
10. Once the modified work assignment has ended, or earlier if the worker is medically certified to perform full duties, he/she will return to the regular job.

**PERMANENT MODIFIED WORK**

1. On receipt of information from the treating physician, or from WSIB, that the worker is fit for permanent modified duties, the MWP Team will be involved in establishing a Vocational Rehabilitation Plan.
2. The MWP Team will undertake a review of the worker's pre-accident job to determine if he/she is capable of performing the essential duties of the job. If not, the committee will evaluate the available accommodation options based on the following steps:--
  - (a) Accommodated Pre-accident Job - Consider whether the job can be permanently modified to accommodate the worker and allow him/her to perform the essential duties of the job.
  - (b) Alternative Comparable Job Within the Department - Consider alternative comparable jobs in which the worker is medically capable of performing the essential duties, with or without accommodation (see definition of Comparable Work).
  - (c) Alternative Comparable Job Outside the Department but Within the Bargaining Unit - Consideration will be given to comparable jobs in different divisions but still within the pre-accident bargaining unit.
  - (d) Suitable Job Within the Pre-Accident Department but within the Bargaining Unit - The MWP Team will review and consider all available jobs in which the worker is physically capable of performing the essential duties, with or without accommodation. These jobs will not be comparable (in nature and responsibility) to the pre-accident job: however, the worker will be paid the wage rate of the new job.
  - (e) Suitable Job Outside the Department but Within the Bargaining Unit
  - (f) Alternative Comparable Job Outside the Bargaining Unit
  - (g) Suitable Job Outside the Bargaining Group
3. Once an appropriate available job has been located and agreed to by the MWP Team, a Vocational Rehabilitation Plan will be developed in conjunction with the WSIB caseworker, if involved.
4. In order for the injured worker to be considered for the job, he/she must possess or be willing to acquire the required qualifications.



**PERMANENT MODIFIED WORK continued**

5. A regular follow-up schedule with designated MWP Team members will be developed to monitor the worker's physical condition and ability to perform the **job**.
6. Any changes to the job duties or the extent of the accommodation must be approved by all members of the MWP Team.
7. The worker will be paid at the wage rate assigned to that particular job.
8. In all cases the injured worker will continue to accumulate seniority at the normal pre-accident rate.
9. Workers required to transfer from their pre-accident Local Union and Bargaining Unit to another Local Union and / or Bargaining Unit as a result of Permanent Modified Work, shall carry with them all accrued seniority and service credits.

:

:

:

:

MEMORANDUM OF AGREEMENT

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 6  
LOCAL 207  
LOCAL 1662  
LOCAL 6 AIRPORT**

**(Hereinafter referred to as the "Union")**

**AND**

**THE CORPORATION OF THE CITY OF SUDBURY  
EMPLOYER**

**(Hereinafter referred to as the "Employer")**

- **m e Parties have jointly produced the attached document titled "Modified Work Program Guidelines and Procedures".**
- **The Parties are in agreement with the contents of the document.**
- **m e Union requires that the document be ratified by the Union Membership.**
- **The Union will present the document to the membership of the respective locals at the first available opportunity.**
- **The Union will recommend to the membership that the document be accepted and adopted.**
- **Following ratification the Union will formally endorse the Modified Work Program Guidelines and Procedures.**

The undersigned representatives agree to recommend to their respective principals for ratification the attached Modified Work Program.

Dated at Sudbury, Ontario this 2nd day of June, 1997.

James Callanell

Peter J. Farrell

W. B. ...

J. ...

For the Corporation of the  
City of Sudbury

[Signature]

for CUPE Local #8 (airport)

A. Encstrom

for CUPE Local #8

W. ...

for CUPE Local #207

Tom ...

for CUPE Local # 1662

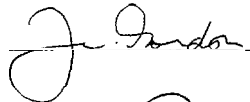

**BY-LAW 99-177**

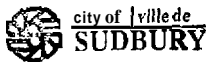
**BEING A BY-LAW OF THE CORPORATION OF THE  
CITY OF SUDBURY TO AUTHORIZE THE MAYOR AND  
CLERK TO EXECUTE A COLLECTIVE AGREEMENT  
BETWEEN THE CORPORATION  
OF THE CITY OF SUDBURY AND THE CANADIAN  
UNION OF PUBLIC EMPLOYEES LOCAL 1662**

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

1. THAT the Mayor and Clerk be and the same are hereby authorized to execute a Collective Agreement and any and all other documents necessary to complete the transaction between The Corporation of the City of Sudbury and The Canadian Union of Public Employees Local 1662 in the form attached hereto as Schedule " A which Schedule forms part of this by-law.
2. THAT this by-law shall come into force and take effect immediately upon the final passing of same.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN  
COUNCIL THIS SEVENTH DAY OF DECEMBER, 1999.

 \_\_\_\_\_ Mayor  
 \_\_\_\_\_ Clerk



certified a true copy / certifié conforme

  
\_\_\_\_\_  
city clerk / greffier municipal







---

08037(06)