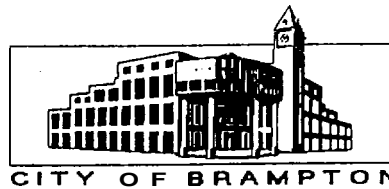


SOURCE	<i>City</i>		
<i>wages</i> EFF.	98	07	01
TERM.	2001	06	30
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYES	180		

1998 - 2001 COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION
OF THE CITY OF BRAMPTON**



AND

**THE AMALGAMATED TRANSIT UNION
AND
ITS LOCAL NO, 1573 (TRANSIT DIVISION)**



JULY 1ST, 1998 - JUNE 30TH, 2001

08129(06)

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Expiry Date: June 30, 2001

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called the "Corporation")

and

THE AMALGAMATED TRANSIT UNION, LOCAL #1573
(hereinafter called the "Union")

PREAMBLE

It is the desire of both parties to this Agreement to maintain the existing harmonious relations and conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, and to promote the morale, well-being and security of all employees within the bargaining unit,

Therefore, it is now thought desirable that methods of bargaining on all matters pertaining to the working conditions of the employees be drawn up in this Agreement.

NOW THEREFORE, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 RECOGNITION

- 1.01 The Corporation recognizes the Amalgamated Transit Union, Local #1573 as the bargaining agent of all employees of the Transit Division of the City of Brampton, save and except Foremen, Transit Co-ordinators, Supervisors, Dispatchers, persons above the rank of Foreman, Transit Co-ordinator, Supervisor and Dispatcher and the Director's Secretary, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation.
- 1.02 a) i) The Corporation may hire Temporary Employees as Operators or in any other job classifications within the bargaining unit for terms of not less than one (1) week, nor more than **twelve (12)** consecutive months, in any one work period. Temporary job vacancies shall not be posted.
- ii) Temporary employees will be used for the purpose of replacing regular full time employees who are off work for illness/injury, leave of absence and vacation. The complement of temporary employees will not exceed **eight (8) percent** of the full time employee complement except for peak vacation replacement purposes. The hiring of temporary employees will not cause the lay off of regular employees in the job classification to which they are assigned.
- b) i) An employee hired as a Temporary Employee shall have no guarantee of hours of work, however when employed, shall be assigned work which totals **forty (40) hours per week, except for clerical employees who shall be assigned thirty-five (35) hours per week**, and shall be advised at the time of his hiring of his short term status and the estimated duration of his employment.
- ii) Temporary employees shall not be regarded as regular staff and shall not come within the terms of this Agreement except for the purpose of checking-off regular union dues and wages, unless stated otherwise herein. His termination shall be at the sole discretion of the Corporation and shall not be the subject of a grievance and/or an arbitration pursuant to this Agreement.
- c) The Corporation shall advise the Union of the hiring of Temporary Employees, the **task(s)** to be performed and the anticipated duration. **The Corporation will provide the Union with a weekly list indicating the number of Temporary Employees assigned for the current week. The Corporation will also provide the Union with a weekly list of regular full-time employees who are off work for illness/injury, leave of absence and vacation.**
- d) Temporary Employees shall be paid **twenty percent (20%)** less than the regular rate for the applicable classification as per Schedule I for the term of employment with the Corporation.

ARTICLE 1 RECOGNITION (continued)

1.02 cont'd

- e) When the Corporation elects to hire temporary operators, it may consider hiring previous full-time operators who have opted for early retirement, prior to the age of sixty-five. It is acknowledged that the hiring of experienced operators as temporaries may be advantageous to the Corporation. The decision to hire a previous full-time operator will be the sole discretion of the Corporation and shall not be the subject of a grievance and/or an arbitration pursuant to this Agreement.

- 1.03 Supervisors and other management personnel will not perform work which normally falls within the scope of the bargaining unit to such an extent that it will cause the lay-off of any employee within the bargaining unit.

ARTICLE 2 RELATIONSHIP

- 2.01 The Corporation agrees that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practiced by the Corporation, or by any of its representatives with respect to any employee because of membership in, or connection with the Union, and that membership in the Union will not be discouraged.
- 2.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Corporation or **by** any of its members or representatives, and that there will **be** no solicitation for membership or other Union activity at the place at which an employee works during his working hours, except as is provided for under this Agreement.
- 2.03 In this Collective Agreement, the masculine may mean the feminine, whichever is applicable at the time.

ARTICLE 3 UNION SECURITY

- 3.01 **All** employees shall be required to pay regular monthly Union Dues, after successful completion of their initial training period, as a condition of employment. The Corporation agrees to deduct all dues, special one time or short term union assessments and monthly premiums for the Union's Long Term Disability Plan from each period, or as directed by the Union. The Corporation shall be advised, in writing, of the amount and the duration of all deductions.

ARTICLE 3 **UNION SECURITY** (continued)

- 3.02 All sums deducted, together with a record of those from whom deductions have been made and the amount, shall be forwarded to the Financial Secretary of Local Union #1573 not later than ten (10) days following the second monthly deduction if more than one deduction is made monthly. Any change in the amount of Union Dues or the monthly premiums for the Union's L.T.D. plan will be certified in writing to the Corporation by the Financial Secretary of the Union. This certification, which changes the amount of said deduction(s), shall become effective on the first pay period of the month, provided such certification is received by the Corporation no later than fifteen (15) days prior to the commencement of such pay period.
- 3.03 The Corporation, 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 the employees covered by this Agreement.
- 3.04 The Union shall indemnify and save the Corporation harmless from any and all claims for amounts deducted from pay and remitted under the terms of this Article.
- 3.05 The Union shall be informed in writing of all new employees and their classifications.
- 3.06 The Corporation agrees to provide a meeting area for the Union President or his designate for the purpose of meeting with new full time employees. The meeting will not exceed two (2) hours in length and be incorporated into the classroom training during the first three (3) week period.

ARTICLE 4 **NO STRIKES OR LOCK-OUTS**

- 4.01 The Corporation agrees that it will not cause or direct any lock-out of its employees during the term of this Agreement.
- 4.02 The Union agrees that there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, that will interfere with service during the term of this Agreement.
- 4.03 Employees will not be required to cross a picket line on private premises on their route if there is a clear danger to the health or safety of the employee.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Corporation to:

- a) Maintain order, discipline and efficiency.
- b) Hire, promote, demote, transfer, discipline or suspend employees, to discharge any employee for proper cause, provided that a claim by an employee, who has completed his probationary period, that he has been discharged without proper cause may be the subject of a grievance and dealt with as hereinafter provided,
- c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job qualifications, decide on regular assignments of work, work methods, and the extension, curtailment or cessation of operations.
- d) Make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with or contrary to the terms of this Agreement. The Corporation agrees to provide a copy of all new and altered rules and regulations to the Union for their information and will also meet with the Union for discussion purposes, prior to implementation of such new or altered rules and regulations.
- e) The Corporation has the right to have an employee examined by a medical practitioner of the **CORPORATION'S** choice, and to have the results of the examination forwarded to the Corporation's Human Resources Division. **The employee shall suffer no loss of regular wages to attend such an examination.**

5.02 Without limiting the generality of the right of the Corporation to discharge for proper cause, it is expressly understood and agreed that any of the following causes shall be conclusively deemed to be sufficient cause for the summary dismissal of any employee: absence without leave or without reasonable justification, consuming, possessing or being under the influence of alcohol or harmful or illegal drugs while on duty, stealing, or flagrant violation of safety rules or with knowledge, driving while driver's licence is under suspension or the driver has been disqualified from driving .

5.03 The Corporation agrees that its functions will be exercised in a manner consistent with the provisions of the Agreement. Any claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 6 NEGOTIATING COMMITTEE

- 6.01 The Corporation will recognize a negotiating committee of not more than three (3) employees plus the President of the Local Union, not more than three (3) of whom shall be operators, and the Corporation will deal with the said committee in all matters which are properly the subject of negotiations during the term of this Agreement. The said committee will co-operate with the Corporation in the administration of this Agreement.
- 6.02 a) The negotiating committee may have the assistance of a duly accredited representative of the International Union in negotiations with the Corporation.
- b) The Corporation will, with advance notice, allow the negotiating committee to have the assistance of a qualified resource person at negotiation meetings. Such resource person's remuneration and/or expenses, if any, shall be fully paid for by the Union. Should the resource person be a member of the bargaining unit, the Corporation will be fully re-imbursed by the Union for all costs if such person must be replaced on the job.

ARTICLE 7 GRIEVANCE COMMITTEE

- 7.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a grievance committee to assist employees in presenting their grievances to representatives of the Corporation when such assistance is requested by a complainant. Such committee shall be comprised of three (3) members including the President or his designate, A grievance committee member who is assigned to a grievor shall endeavour to follow through all of the appropriate steps with such grievor until a final disposition is reached, even if time extensions are required to accommodate the parties.
- 7.02 The Corporation agrees that employee observers will be permitted to attend grievance meetings. One (1) bargaining unit member will be permitted to attend such meetings for training purposes, on their own time, at no cost to the Corporation.

ARTICLE 8 QUALIFICATIONS

- 8.01 The Union will notify the Corporation in writing of the names of its executives and of members of committees, and of any change from time to time made therein. The Corporation shall not be asked to recognize any member of the committee until such notification from the Union has been received. The Corporation will give notice in writing immediately upon receipt of notification of any change.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.01 A grievance under this Agreement shall be defined as any difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement provided it is raised as a grievance within fifteen (15) days after occurrence of the circumstances which gave rise thereto.

ARTICLE 9 GRIEVANCE PROCEDURE (continued)

9.02 Grievances under this Agreement shall be processed as follows:

Step 1

Any employee having a complaint on a matter that may be **grievable** as defined in paragraph 9.01 shall discuss the complaint with his Supervisor/Foreman on a one-on-one basis. If considered essential, the employee may be accompanied by a Steward/Union Representative. The Supervisor/Foreman shall be allowed three (3) clear working days to adjust the matter. If a settlement satisfactory to the employee concerned is not reached, the employee may then present his complaint as a written grievance as per Step 2.

When a grievance is initiated as a result of disciplinary action taken by the Supervisor or Foreman, the employee may commence the grievance process at the Step 2 level.

Upon specific request, the Corporation shall provide a private area for a Union official to interview an employee relative to a grievance of that employee.

Step 2

The aggrieved employee, who may be accompanied by a Steward/Union Representative at the employee's option, shall present his written grievance to his superintendent or delegate. Such written grievance shall include the article(s) of the agreement that has been allegedly violated and the relief or remedy sought shall be clearly set out.

The Superintendent shall give the employee a written answer to the grievance within four (4) working days. If a settlement satisfactory to the employee concerned is not reached, the employee may then present the grievance at the next step at any time within five (5) working days from the date of the Superintendent's written reply.

Step 3

The aggrieved employee, together with a Steward/Union Representative, may present his written grievance to the Director of Transit. The Director of Transit shall reply in writing within five (5) working days and, in the event of a satisfactory settlement not being reached, the next step in the Grievance Procedure may be taken any time within five (5) working days of the Director's reply.

Step 4

The Grievance Committee may submit the written grievance, in writing, to the **City Manager** or his delegate. The **City Manager** or his delegate shall reply in writing within five (5) working days. In his investigation of the matter, the **City Manager** may, at his option, call a meeting of the grievor and the Grievance Committee. If such a meeting is called, the five (5) working day time limit for his answer will be extended to ten (10) working days.

ARTICLE 9 GRIEVANCE PROCEDURE(continued)

- 9.03 If final settlement of the grievance is not attained in Step 4, and if the said grievance is one which concerns an interpretation or an alleged violation of this Agreement, the grievance may be referred within ten (10) days of the **City Manager's** reply, but not later by either party, to a Board of Arbitration as provided in Article 10.
- 9.04 Should any grievance not be submitted within the time limits specified in this Article, it will be considered to have been abandoned. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to process the matter to the next stage including arbitration. All time limits referred to in this article will not include Saturdays, Sundays, Holidays, or involve employees' specified days off including the scheduled annual vacation of the grievor. However, no liability will continue to accrue to the Corporation by virtue of an extension of time due to vacation of the grievor. The time limits fixed in this Article may be extended by mutual agreement in writing between the Corporation and the Union.
- 9.05 A claim by an employee who has completed his probationary period that he has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the **City Manager** or his delegate within three (3) days after the employee is discharged.
- 9.06 Any step of the grievance procedure may be waived by mutual agreement in writing between the **Corporation** and the Union.

ARTICLE 10 ARBITRATION

- 10.01 When either party hereto requests that a grievance be submitted to Arbitration such request shall be made in writing, within the time limits specified in Clause 9.03 of the Grievance Procedure, addressed to the other party, and at the same time nominating an Arbitrator. Within ten (10) working days thereafter, the Union or the Corporation, as the case may be, shall nominate its Arbitrator. A single Arbitrator may be selected as provided for in clause 10.10 below.
- 10.02 If an Arbitration Board is to be established by the parties, the two Arbitrators so nominated shall, within five (5) working days, attempt to select, by agreement, a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman within one (1) further working day, then they shall request the Minister of Labour of the Province of Ontario to appoint a Chairman.
- 10.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 Each party will bear the expenses of the Arbitrator appointed by it and will jointly bear the expenses, if any, of the Chairman of the Arbitration Board. If a single Arbitrator is selected, as per Clause 10.10 below, the parties shall jointly bear the expenses, if any, of the Arbitrator.

ARTICLE 10 ARBITRATION(continued)

- 10.05 No matter may be submitted to Arbitration which has not been properly carried through all previous stages of the Grievance Procedure.
- 10.06 The Arbitrator or the Arbitration Board shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this Agreement.
- 10.07 The decision of the majority of the Board will be final and binding upon the parties, but should a majority decision not be possible, then the decision of the Chairman will be final and binding.
- 10.08 The Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, is just and equitable.
- 10.09 Time limits fixed in this Article may be extended by mutual agreement, in writing, between the **Corporation** and the Union.
- 10.10 Where both parties agree, a single Arbitrator, who shall have the same limitation and powers as a Board of Arbitration, may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of the Arbitrator. In the event the parties are unable to agree within Thirty (30) days, the Minister of Labour of The Province of Ontario shall be requested to appoint an Arbitrator.

ARTICLE 11 DISCIPLINE AND RECORDS

- 11.01 a) An employee who has completed his probationary period and who has been called to a meeting by his Supervisor or other Management person for the purpose of receiving a disciplinary suspension or discharge shall be informed of the purpose of the meeting and have the right to have the Union representative present.
- b) **When called to an investigative or other meeting that may result in disciplinary action at the Administrative Offices of Brampton Transit, the meeting will take place in a private office and there will be no more management personnel in attendance than there are bargaining unit employees. The employee may waive this condition once he has been apprised of his rights.**
- 11.02 In the event that an adverse notation is placed in an employee's personnel file, a copy of such notation will be given to the employee. The Union will be forwarded a copy of an adverse notation which is at the level of written warning or higher.
- 11.03 An employee's record will be made available to that employee upon reasonable notice twice in any calendar year.

ARTICLE 11 DISCIPLINE AND RECORDS(continued)

- 11.04 Any record of disciplinary action, or any adverse notation will be removed from an employee's file and will be destroyed after two (2) years with a clear record.
- 11.05 The Corporation will forward to the Union a copy of all posted Transit Bulletins issued for the duration of this Agreement.
- 11.06 Public Complaints
- a) When a written public complaint is received, which may result in a suspension or termination, the complainant must meet with a member of the Union Executive and a member of Management together for verification of the complaint. Upon completion of the investigation and verification of the complaint, disciplinary action, if deemed necessary by the Management member, will be taken within ten (10) working days.
 - b) **If a public complaint will result in disciplinary action at a level of "written warning" or greater the complaint must be submitted in writing by the complainant. The disciplinary action of a "written warning" or greater, must be applied within fifteen (15) working days of being brought to the attention of the employee or it will be considered to be abandoned.**

ARTICLE 12 LOSS OF DRIVER'S LICENCE

- 12.01 If an employee who has completed his probationary period and whose job requires a valid driver's licence loses such licence, (except in the case where a licence is downgraded as a result of an employee's omission or neglect to obtain the necessary medical(s) or perform required test(s) for the maintenance of said licence), the Corporation will endeavour to find the employee a position within the bargaining unit that the employee is qualified to perform and is not then filled. If no position can be found, the employee shall be granted a leave of absence from the date of loss of licence and without loss of seniority. The leave shall be without pay and shall continue until the employee recovers his licence or for **twelve (12)** months duration, whichever comes first, If the employee recovers his licence within **twelve (12)** months, or the longer period provided for below in clause 12.05, and successfully completes the training program, he shall receive an opportunity to fill a position within his previous classification as follows:
- i) if there is a vacancy within his previous classification, the employee shall be assigned to the vacant position.
 - ii) If there is no vacancy within his previous classification, the employee shall be entitled to the position of the employee with the least seniority within his previous classification provided said employee has less seniority than the returning employee.

ARTICLE 12 LOSS OF DRIVER'S LICENCE(continued)

- 12.02** If the expected date of return following the successful completion of the training program by the employee returning from a leave of absence under this clause *is* prior to the implementation date of new schedules of work, the employee shall be entitled to bid as per Article 16 - Days and Hours of Work, clause 16.03.
- 12.03** If a leave of absence is granted under clause 12.01 above, or clause 12.05 below, the cost of insurance benefits shall be borne by the employee and paid monthly in advance, provided said leave is three (3) months or less. Should the leave extend beyond three (3) months, the employee will have the option of carrying on his benefits at his expense (paid monthly in advance), or cancelling them. Should the employee exercise his right not to carry on benefits, a waiver to this effect must be signed by the employee.
- 12.04** An employee whose job requires a valid driver's licence and who loses such licence due to medical reasons, shall be entitled to utilize any accumulated sick leave credits as provided in Article 30, Sick Leave Plan.
- 12.05** If the Corporation allows an employee to exercise the provisions of this Article for any criminal code offence, then such leave of absence or alternate work in the bargaining unit shall be extended to a maximum of twelve (12) months duration or until the employee recovers his licence, whichever comes first. During such leave of absence, the employee shall not be entitled to utilize any accumulated sick leave credits as provided in Article 30, Sick Leave Plan.
- 12.06** The provisions of this clause may be exercised by an employee on one (1) occasion only. Provided however in the event an employee whose job requires a valid driver's licence and such licence is revoked or reclassified by the Ministry of Transportation and Communications for medical reasons exclusive of alcoholism, such that he is no longer qualified to perform his job, the Corporation may, at its discretion, waive the provisions of this clause **12.06**.
- 12.07** The Corporation may, at any time, conduct random checks to ensure that employees have the valid required licence in their possession. In the event an employee does not have his valid required licence in his possession, the employee shall be relieved from duty, without pay, for an initial period of two (2) hours in order to retrieve said licence.
- i) In the event the employee is successful in returning to work with a valid licence within the two hour period, the employee will be returned to the balance of their regularly scheduled shift;
 - ii) In the event the employee can not retrieve his licence and return to work within the two hour period, the employee will remain relieved without pay and his return to work upon producing a valid driver's licence will be subject to the Phone-In procedures under Article 16.07.
 - iii) Notwithstanding the above, should the employee return to work with a valid driver's licence after the initial two hour period, if other work is available, it may be offered to the affected employee, at the discretion of the Corporation.

ARTICLE 13 SENIORITY

13.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous employment as a full time employee within:

- i) The Operations Section; or
- ii) The Maintenance Section; or
- iii) The Clerical Section of the Corporation's Transit Department.

13.02 a) An employee shall be considered a probationary employee until he has performed work for **nine (9)** consecutive months during which period he shall have no seniority rights. In the event an employee is absent from work for a legitimate reason during the **nine (9)** consecutive month probationary period, the Corporation may extend said probationary period by an amount equal to the time absent and any such probationary period extensions shall be communicated to the employee and to the Union in writing. It is expressly understood by both Parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged or terminated at the sole discretion of the Corporation. The discharge or termination of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

b) Temporary Employees shall not, under any circumstances, accumulate any seniority.

c) Notwithstanding subsection b) above, in the event a temporary employee is subsequently hired for a full-time position, he will be considered a probationary employee for a nine (9) month period including any employment as a temporary employee to a maximum of **six (6)** months accumulated time. This accumulative time must be in the same classification, within twelve (12) calendar months of the full-time employment date.

13.03 Upon successful completion of the probationary period, a regular full time employee shall be placed on the appropriate seniority list and his seniority date shall be his last date of **full-time** hire.

13.04 a) In the event a temporary employee and a successful applicant from within Transit commence full-time employment on the same date, in the same classification, the transferring employee will have seniority over the former temporary employee.

b) Employees acquiring seniority on the same date shall be added to the appropriate seniority list **on the basis of length of accumulative temporary employment within the previous two (2) years and prior to outside or non-union applicants. In the event two or more temporary employees have an equal amount of accumulative temporary employment, they shall be added to the appropriate seniority list in order of date and time marked on the employment application form.**

ARTICLE 13 SENIORITY(continued)

13.04 (cont'd)

- c) **Outside or non-union applicants acquiring seniority on the same date shall be added to the appropriate seniority list in order of date and time marked on the employment application form.**

13.05 a) Seniority will only be accumulated within a section while the employee is a member of the bargaining unit. In the event an employee leaves the bargaining unit for a full time, non-union position for the Corporation, the employee shall not be permitted to recover any past bargaining unit seniority if he should, for any reason, return to said bargaining unit. The provisions of this clause will not be applied to those employees who are temporarily assigned to a non-bargaining unit position.

- b) Employees temporarily assigned to a non-bargaining unit position will be limited to a term of not less than one week, nor more than **six (6)** consecutive months **plus the number of days to the commencement of the next bid board period** in any one work assignment.

13.06 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated for the following reasons:

- a) Voluntary resignation;
- b) discharge for cause;
- c) failure to advise the Corporation within two (2) days, after proper notification by registered letter or telegram or personal contact to the last address provided by the employee to the Corporation, of his intention to return to work following a lay-off and failure, in fact, to return within ten (10) days following such notification. However, seniority shall not be lost if such employee fails to return to work because of sickness or accident.
- d) Lay-off in excess of twelve (12) months calculated continuously from day of lay-off, or in excess of six (6) months from the date the employee was unable to accept a recall because of sickness or accident under (c) above, whichever is the later date.
- e) absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Corporation for an absence of three (3) working days or over.

13.07 Employees shall be laid off within the **classification** in inverse order of sectional seniority provided that the remaining employees are able to satisfactorily perform the available work. No new employee shall be hired until those laid off have been given an opportunity of recall, provided the employee **remains qualified to perform the available work and is medically fit to return to the available work.**

13.08 Sectional seniority lists shall be prepared by the Corporation and revised every sign-up period and a copy shall be posted on a bulletin board. A copy of each revision shall be forwarded to the Union.

ARTICLE 13 SENIORITY(continued)

- 13.09 a)** An employee who successfully bids into a different section shall have a seniority date effective from the date of transfer to the new section. **An** employee who qualifies for a position under this clause and who may be subject to a lay-off as a result of a reduction in staff complement in his new section shall be transferred back to his original section and his original seniority date shall be re-instated, As a result of this transfer, an employee with less seniority may be laid off.
- b)** **Where an employee is unable to meet the medical requirements or his license has been permanently downgraded for medical reasons to the extent he can no longer perform work in his section, and his application for a job posting under Clause 14.02 is successful, he shall carry his existing seniority date with him into his new section.**
- c)** **An employee will also carry his existing seniority date with him into his new section if the Corporation has permanently accommodated the employee in a different section.**

ARTICLE 14 JOB POSTINGS AND TRANSFERS

- 14.01** The Corporation agrees to post all job vacancies covered by this Agreement or new positions within the bargaining unit on bulletin boards within each section for a period of five (5) working days so that all employees may have the opportunity of making application. Therefore, all postings shall be dated and timed. In order to be eligible for the posted vacancy, an employee must have successfully completed his probationary period in his present section and must apply within the five (5) working day period. This condition may be waived by the Corporation if the employee has previously worked in the posted position while in the employ of the Corporation or elsewhere, subject to the following Article 14 sub-sections.
- 14.02 a)** Applications received for a posted job shall be considered by Management firstly, within the section where the requirement exists and, if the position is not successfully filled from within the section, secondly from other applications received from the other sections of the Department.
- b)** Temporary employees shall be considered for full time jobs prior to other outside or non-union employee applications. Those temporary employees who have met and displayed the necessary qualifications established by the Corporation shall be selected on the basis of length of **accumulated temporary employment within the previous two (2) years** to fill vacancies as required. The Corporation's decision in the hiring process shall be final and not subject to the grievance procedure.

ARTICLE 14 JOB POSTINGS AND TRANSFERS(continued)

- 14.03 Transfers, as a result of the bidding procedures, provided in paragraphs 14.01 and 14.02 above, will be governed by seniority provided the employee concerned has the necessary qualifications and is able to satisfactorily perform the work. Transferred employees shall have their work performance monitored during the first four **(4)** months on their new job. Such employees shall be paid five percent (5%) below the job rates indicated in Schedule I during the training period. If, at any time during the four (4) month period, it becomes apparent to the **Corporation** or employee that the employee will not be able to satisfactorily perform the duties and responsibilities required, he shall be returned to his former job with his former seniority date, if applicable. The Union shall be informed of an employee returning to his former job. Any other **employee(s)** who filled vacancies created by this initial posting will also be required to move back into their former jobs with their former seniority dates, if applicable, or in the event of a new-hire, such newly-hired employee will be terminated.
- 14.04 Within three (3) working days after a decision has been made, the name of the successful applicant and his sectional seniority shall be posted for a period of three (3) working days.
- 14.05 No employee may have more than two (2) successful bids, under this Article, in any twelve (12) month period.

ARTICLE 15 LEAVE OF ABSENCE - PERSONAL & UNION BUSINESS

- 15.01 The Corporation may grant leave of absence without pay to any employee for legitimate personal reasons. **Prior to any leave of absence being granted, all outstanding vacation entitlement shall be utilized.** During such leave, if granted in writing, seniority shall continue to accumulate as though the employee were actually at work in his regular occupation.
- 15.02 a) Leave of absence without pay and without loss of seniority will be granted employees to attend functions and business of the Union, provided that such leave does not exceed a total of forty (40) working man- days per calendar year and provided the Director of Transit shall make the final decision as to whether an employee can be reasonably spared from his duties for this purpose. Such permission shall not be unreasonably withheld.
- b) The employee involved shall be paid his crew value for each working day off by the Corporation while in attendance at Union functions described above. The Union shall re-imburse the Corporation for such gross wages paid out.
- c) The Union President shall be permitted twenty-four (24) working man-days per year for union functions, exclusive of those days granted above. **All conditions specified in 15.02 (a) & (b) shall apply.** Any request by the President for additional time off shall not be unreasonably withheld. However, all costs related to the working man-days used in excess of the twenty-four (24) referred to in this clause shall be re-imbursed to the Corporation by the Union. All such costs shall include gross wages and any and all wage premiums.

ARTICLE 15 LEAVE OF ABSENCE – PERSONAL & UNION BUSINESS(continued)15.02 (cont'd)

- d) For the purpose of calculating overtime for extra work performed, approved time off from regularly scheduled work granted under Article 15.02, shall be considered as time worked.

15.03 a) The Corporation agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Corporation up to and including the Conciliation Officer level, they shall suffer no loss of regular pay/crew value for the time so spent.

- b) The Corporation agrees that where permission has been granted to representatives of the Union and the grievor, as provided for in the grievance procedure under Article 9, to leave their employment temporarily in order to attend to the settlement of a grievance through Steps 1 to 4, they shall suffer no loss of regular pay/crew value for the time so spent.

- c) If the settlement of a grievance is not accomplished at Step 4, the Corporation agrees that the Union President or his delegate, another Union Executive member and the grievor, a total of three (3) Union members, will not suffer loss of regular pay/crew value for time spent attending a Grievance Settlement Officer Hearing if one is arranged under the appropriate Act and Regulations. Any other time off work which may be requested and granted by the Corporation for the preparation for such Grievance Settlement Officer or Arbitration Hearings will not be paid for on behalf of any bargaining unit employees, including Union Executives.

15.04 a) An employee who is elected to a full time position in the International Amalgamated Transit Union shall, upon written application to the Corporation, be granted unpaid leave of absence for the period he is so acting. This leave shall be limited to one (1) employee and during such leave, the Corporation will continue to pay benefits as provided under Article 28.00 of this Agreement. The cost of such eligible benefits shall be reimbursed by the employee on a monthly basis and in no event will such leave or the payment of benefits continue beyond three (3) years.

- b) Upon his retirement from such position he shall be given his former employment and seniority date provided he is qualified after he has received any normal training required to perform the work. During such leave no other provisions of this Agreement shall apply other than provided herein.

ARTICLE 16 DAYS AND HOURS OF WORK

16.01 No Guarantee

The Corporation does not guarantee to provide work to any employee for the normal hours in a day or in a week, or over any period whatsoever.

- 16.02 a) The normal work week for clerical employees shall consist of five (5) days of seven (7) hours, Monday to Friday until such time as a seven (7) day operation is introduced into the Transit Department.
- b) i) The normal work week for maintenance personnel shall consist of five (5) days for forty (40) hours based on schedules of work as posted every three (3) calendar months. The schedules shall be posted for bidding two (2) weeks prior to the implementation of the new schedules.
- ii) Maintenance personnel will bid for a schedule on a seniority basis by classification and all bids shall be completed at least one (1) week prior to implementation. Any maintenance person who does not promptly exercise his bid shall be assigned an open schedule forthwith by the Union President.
- c) i) The normal work week for Operators shall consist of five (5) days of variable hours based on a schedule of work for a minimum of forty (40) hours for each employee.
- ii) Working crews will be drawn up by the Operations Department. One copy of the crews will be given to the Union for review and comment one (1) week prior to posting. Crews will be posted three (3) weeks prior to the implementation date.
- iii) Implementation dates will be approximately six (6) to ten (10) weeks. Normally, the summer sign-up period will operate for ten (10) weeks. At other times, the sign-up period will operate for a maximum eight (8) week period.
- iv) A schedule of tentative implementation dates will be given to the Union in September of each year. A schedule for bidding and the seniority list will be posted at the time of crew posting.
- v) A Union representative will be present for the actual signing of crews. Bidding will take place in accordance with the Bidding Policy.
- d) Probationary employees will be assigned to work schedules, as required, at the discretion of Management.
- 16.03 If, prior to the conclusion of the schedule under Clause 16.02 above, the hours of a run are reduced, the earnings of the affected employee will be maintained until the implementation of new schedules provided that the employee remains available for work during the same daily hours as on the original bid.

ARTICLE 16 DAYS AND HOURS OF WORK(continued)

16.04 Coffee Breaks

- a) Employees other than operators shall be entitled to coffee breaks or rest periods which shall be strictly controlled so as to prevent abuse. Coffee breaks or rest periods in any case shall be limited to ten (10) minutes per half shift.
- b) An operator who has completed at least one (1) full year of employment as an operator by December 1, shall receive, in lieu of coffee breaks, a lump sum payment of **two hundred and twenty-five (\$225)** in the first pay period in December. An operator who has completed less than one (1) full year of service by December 1, shall receive a pro-rated amount based on the number of months of employment.

Effective December 1, 1999, the lump sum payment shall be increased to two hundred and fifty dollars (\$250).

Effective December 1, 2000, the lump sum payment shall be increased to two hundred and seventy-five dollars (\$275).

- c) An employee leaving the position of Operator prior to December 1st or has been absent from work for the preceding twelve (12) months, is not entitled to any payments under this clause except when the operator transfers to another classification within the department, he shall be entitled to a prorated amount based on the number of months of employment as an operator during the preceding twelve (12) months.

16.05 Lunch Periods

Employees shall receive an unpaid lunch period each work day consistent with the requirements of the system. In the case of operators, such lunch period will not exceed forty (40) minutes.

16.06 For purposes of overtime calculation, the work week shall start at 12.01 a.m. Monday.

16.07 Phone-In and Reporting Time

- a) When unable to report for work at their normal time, employees are required to advise the dispatch prior to the beginning of the assigned shift, giving reasons for such inability and, if possible, an estimate of the time they may be away from work. When absent for reasons including illness and Workers' Compensation, each employee will be required to notify their immediate supervisor of the estimated duration of their absence. The employee will be required to report back to their immediate supervisor, should such absence extend beyond the estimated duration originally established. An employee who fails to report as outlined above will be considered absent without leave.
- b) **Operations:**
An employee returning to work after an absence is required to advise his immediate supervisor or designate of the date of the return prior to **3:00 p.m.** of the day prior to estimated return if normally scheduled to report prior to noon of the following work day, and by **9:00 a.m.** the day of estimated return if normally scheduled to report at noon or after that same day.

ARTICLE 16 DAYS AND HOURS OF WORK(continued)

16.07 cont'd

- c) Maintenance:
An employee returning to work after an absence is required to advise his immediate supervisor or designate of the date of the return prior to 4:30 p.m. of the day prior to estimated return if normally scheduled to report prior to noon of the following work day, and by 1:00 p.m. the day of estimated return if normally scheduled to report at 4:30 p.m. or after that same day.
- d) In the event an employee is returning to work after an absence due to jury duty, he must advise his immediate supervisor or designate of the date of the return prior to 7:00 p.m. of the day prior, rather than 4:30 p.m. in the preceding sentence. In the event the day prior to an employee's return date is a day when transit service is not in operation, the "day prior" means the last day on which service was in operation.

ARTICLE 17 OVERTIME REGULATIONS

- 17.01 Authorized overtime will be paid at the rate of one and one-half (1 1/2) times an employee's regular rate for:
- a) All time worked in excess of thirty-five (35) hours per week for clerical employees.
 - b) Except on an employee's scheduled day off, all time worked in excess of eight (8) hours per day or forty (40) hours per week for non-clerical employees.
 - c) Work performed on an employee's scheduled day off provided such employee works his full regularly scheduled work week.
- 17.02 Authorized overtime will be paid at the rate of double time an employee's regular rate for all time worked in excess of sixteen (16) hours in any twenty-four (24) hour period.
- 17.03 There shall be no pyramiding of premiums.
- 17.04 Meal Allowance
- a) An employee, other than an operator, who has completed at least one (1) full year of employment by December 1, shall receive, in lieu of meal allowances, a lump sum payment of two hundred and twenty-five dollars (\$225) in the first pay period in December. An employee who has completed less than one (1) full year of service by December 1, shall receive a pro-rated amount based on the number of months of employment.
- Effective December 1, 1999, the lump sum payment shall be increased to two hundred and fifty dollars (\$250).
Effective December 1, 2000, the lump sum payment shall be increased to two hundred and seventy-five dollars (\$275).

ARTICLE 17 OVERTIME REGULATIONS(continued)

17.04 cont'd

- b) **An employee leaving the Corporation prior to December 1st or has been absent from work for the preceding twelve (12) months, is not entitled to any payments under this clause except when the employee transfers to the operator classification, he shall be entitled to a prorated amount based on the number of months of employment in his previous classification during the preceding twelve (12) months.**

- 17.05 a) The Union recognizes that overtime may be required in the operation of the transit system and the Corporation agrees that no employee shall be required to work overtime except in cases of emergency or where no "spare board" operator is available. In no event, however, in the case of an operator who has completed his daily schedule and his or her relief operator does not show up, shall such operator be required to work more than two (2) scheduled runs or one (1) hour, whichever is the greater, nor shall any employee be required under this clause to work an amount of overtime which, when added to his regular schedule of work, will total more than forty-eight (48) hours in one (1) week.
- b) Overtime work required by an Operator's assigned schedule of work shall be obligatory provided that such schedule does not exceed forty-five (45) hours in a week or nine (9) hours in a day.
- c) Operators interested in working extra hours shall sign a **list** posted weekly, indicating their hours of availability. In the event that insufficient number of operators are available to meet Management's service requirements, including special events **and** charters, **the** extra hours of work shall be first offered to operators signing this list based on accumulated hours worked and availability of the employee. Operators being offered extra hours, but who do not accept, will be charged with the value of the work offered provided their name was on the list for that day and the operator was given two (2) hours notice. Operators will be advised of the nature and the approximate hours of the work being offered when called. Where the need for additional work by operators exceeds the number of employees on the list, the work may be offered to operators who did not sign the list including temporary operators.
- d) The "Extra Work Log" **shall** be updated weekly showing the name and number of actual hours of extra work worked or offered to each operator. This log shall be posted next to the Extra Work List and will start as blank for Operators at the implementation of each sign-up.
- e) Where an operator is offered and accepts extra work with a minimum of eight **(8)** hours notice, he shall be paid the appropriate rate of pay for the value of the work offered. This extra work shall be termed "Scheduled".

ARTICLE 17 OVERTIME REGULATIONS(continued)

17.05 cont'd

- f) Where an operator is offered and accepts extra work with less than a minimum of eight (8) hours notice, he shall be paid a minimum of two (2) hours at the appropriate rate of pay. This extra work shall be termed "Unscheduled".
 - i) An operator who performs work beyond the time scheduled for the completion of the last trip on his run shall not be entitled to receive the two (2) hour guarantee pursuant to paragraph (9) herein where the work is only for the purpose of the completion of the said trip to reach the relief or termination point.
 - ii) If the Operator is requested, and accepts, to continue to operate the vehicle beyond the completion point of the last trip, the said Operator shall be entitled to claim the two (2) hour minimum payment under paragraph (9) herein.
 - iii) For clarity, it is further agreed that in the application of 17.05 (a) the two (2) hour minimum guarantee does not apply.
- g) When extra work is contiguous within one hour or less of an employee's regular shift such employee will be paid an allowance equivalent to straight time for this stand- by period.
- h) An operator who is on his day off and does an extra work assignment shall be paid a minimum of three (3) hours at the appropriate rate of pay.
- i) Where an extra work assignment is a charter and a lay-over is involved, the operator shall be paid an allowance for the lay-over equivalent to the time spent paid at straight time.

17.06 With respect to persons employed as maintenance personnel:

- a) Employees shall be offered extra work assignments on a rotating and/or accumulative basis subject to their availability, the nature and scheduling of the work to be performed and with due regard for the efficient utilization of manpower and appropriate maintenance practices.
- b) Maintenance personnel interested in working extra hours shall sign a list posted weekly. All call-in overtime offered shall be on an accumulated hours basis from this list, in order of seniority and classification. Overtime work contiguous to an employee's shift will be offered first to the employee performing the work for which the overtime is required.
- c) A log of extra work performed or offered shall be maintained, posted and updated weekly showing the name and number of actual extra hours worked or offered to each employee. The log of extra work will start as a blank at the implementation of each crew period.

ARTICLE 17 OVERTIME REGULATIONS(continued)17.06 cont'd

- d) An employee who is on his day off and does an extra work assignment shall be paid a minimum of three (3) hours at the appropriate rate of pay.

ARTICLE 18 SUNDAY SERVICE

18.01 In the event Sunday service is introduced by the Corporation, the employee required to work on a Sunday shall be paid time and one-quarter (1/4) for all scheduled hours. An employee who is scheduled to work on Sunday shall receive two (2) consecutive days Off.

ARTICLE 19 PICK UP ADDITIONAL EQUIPMENT OFF DUTY

19.01 When the Corporation determines that Operators are required to pick up additional equipment, such work shall be offered to off duty operators on a seniority rotation basis. Such operators will be paid at applicable rates in accordance with the provisions of this Agreement.

ARTICLE 20 SHIFT PREMIUM

- 20.01 a) For the purposes of clarification, the day on which an employee starts a shift shall be deemed to be the scheduled day of work.
- b) Employees shall receive a shift premium of thirty-six cents (\$0.38) per hour for all hours worked on a regularly scheduled full shift which commences at or after 1:00 p.m. on a given day or prior to 3:00 a.m. on a given day. Hours worked on an overtime basis shall not qualify for shift premium.

Split Shift Premium

20.02 In any split shift which extends beyond twelve (12) hours, overtime at the rate of time and one-half (1 1/2) shall be paid for the excess over twelve (12) hours.

ARTICLE 21 CLOTHING

21.01 With respect to persons employed as Bus Operators:

- a) On completion of the probationary period, an employee shall be supplied with an initial issue of clothing. Such issue shall consist of one (1) winter jacket, one (1) zippered windbreaker or trench coat, one (1) regular blazer, one (1) bomber jacket, three (3) pairs of trousers, six (6) shirts and two (2) ties.

ARTICLE 21 CLOTHING(continued)

21.01 cont'd

- b)
 - i) One year after the initial issuance and every year thereafter, operators shall receive five (5) shirts, two (2) ties and one (1) sweater. The sweater may be exchanged for a windbreaker.
 - ii) Two years after the initial issuance and every two years thereafter, operators shall receive three (3) pairs of pants and one (1) regular blazer or one (1) Bomber Jacket.
 - iii) Two years after the initial issuance and every two years thereafter, operators shall receive a winter jacket or a trench coat at the employee's option.
 - iv) Pants are to be supplied with pleats at the employee's option when requested.
 - v) Notwithstanding the foregoing if, in the opinion of management, as a result of accidental damage or abnormal wear and tear, clothing may be replaced at times other than the foregoing schedule.
 - vi) On termination of employment, all clothing, except shirts and ties shall be returned to the Corporation. The Corporation will periodically confer with the Union on the selection of clothes.
- c) Winter jackets or trench coats shall, with every reasonable effort, be issued prior to September 1st of each year. The remainder of the reissuance shall, with every reasonable effort, occur prior to July 31st.
- d) Between May 1st and Thanksgiving Day, the wearing of jackets and ties is optional to the employees. In the event the temperature exceeds 19 degrees Celsius at other times, the wearing of jackets and ties is optional at the direction of the Corporation.
- e) Operators may wish to exchange articles of clothing at the time of ordering to compensate for different types of clothing wearing out at different rates. This may be done so provided:
 - i) The operator involved has received two complete issues of clothing. Complete means he has received his second year issue.
 - ii) The dollar value of the articles exchanged is equal - i.e. 5 shirts = 1 pair of pants, 2 pairs of pants = 1 jacket.
- f) Approval of any exchange is at the discretion of management. However, this approval should not be unreasonably withheld.
- g) In the event the successful bidder for the uniform tender does not allow for such exchanges, the Corporation will discuss the matter with the Union with respect to cost and mutually decide if exchanges will be permitted.

ARTICLE 21 CLOTHING(continued)

21.01 cont'd

- h) **When a pregnant operator is no longer able to wear the standard issue uniform, Transit Management will provide the operator with a list of suitable maternity clothing items, specifying acceptable style and colour(s). The operator will be reimbursed for the cost of purchasing the approved items up to a maximum value of two hundred dollars (\$200), provided receipts are submitted. This allowance is payable one time per pregnancy.**
- i) Prior to the Corporation issuing a tender for uniforms, two (2) employees as designated by the Union President shall meet with staff as a uniform committee for the purpose of discussing fabric blends and *winter/summer* fabric weights. Recommendations of the uniform committee will not be unreasonably denied.

21.02 With respect to persons employed as maintenance personnel:

- a) The Corporation shall make available, without expense to the employee, protective clothing for use while on duty. This will include an upgraded winter jacket **and a windbreaker** for each employee and winterized, waterproof boots **and insulated coveralls** for the labourer, **general serviceperson, utility person** and mechanics. The winter jacket **and windbreaker** shall be replaced every three (3) years after the initial issuance.
- b) Where employees are required to wear safety boots on the job, safety boots will be supplied by the Corporation and the employees must wear such boots while on the **job**.
- c) Employees shall care for the boots and clothing and requests for replacements shall be accompanied by the old article. Normal repairs of safety boots shall be the responsibility of the employee. When safety boots are issued or replaced, under the terms of this clause, such issue or replacements may be insulated safety boots at the request of the employee.
- d) Employees who have completed the probationary period before the end of the calendar year shall be supplied with an initial issue of five (5) pairs of pants and five (5) shirts. Each calendar year thereafter employees will be issued three (**3**) pairs of pants and three (3) shirts annually, normally in July. Once supplied, an employee must wear the authorized uniform when on duty.
- e) Maintenance employees may exchange issued clothing after the initial issuance. Exchanged articles must be of equal value and requests must be made at the time of ordering. Winterized, waterproof boots and safety boots shall not **be** considered for exchange. Approval of any exchange is at the discretion of management. However, this approval should not be unreasonably withheld.

ARTICLE 21 CLOTHING(continued)

- 21.03 a) All clothing issued to an employee by the Corporation shall remain the property of the Corporation,
- b) On termination of employment, all employees must return the last complete issue of clothing, excluding shirts.
- c) Once supplied with clothing, an employee must wear the authorized uniform while on duty and must meet the standards of dress and appearance as determined by Management.

21.04 An employee shall be responsible for the cleaning and laundering of the clothing issue.

ARTICLE 22 TOOL ALLOWANCE

22.01 Mechanics shall provide their own tools. A mechanic who has completed at least one (1) full year of employment as a mechanic on December 1st, shall receive an annual Tool Allowance. An employee leaving the position of mechanic prior to December 1st, is not entitled to any Tool Allowance.

Effective December 1, 1998, the annual Tool Allowance shall be four hundred and fifty dollars (\$450).

Effective December 1, 1999, the annual Tool Allowance shall be four hundred and seventy-five dollars (\$475).

Effective December 1, 2000, the annual Tool Allowance shall be five hundred dollars (\$500).

ARTICLE 23 LEGAL EXPENSES

23.01 Where an employee is charged with a criminal or statutory offence directly related to his duties, while on duty, and is subsequently acquitted of such charges, the said employee shall be reimbursed for any reasonable legal expenses incurred as a result of such charges. Reimbursement under this provision will only be provided when the Corporation is given an itemized account of all time and expenses.

ARTICLE 24 VACATION PLAN

- 24.01 The Corporation recognizes the need for rest and recreation on the part of its employees and has, therefore, provided the Vacation Plan outlined in the following paragraphs. Vacations are allowed as a period of change and rest for the good of the employees and the Corporation alike. Therefore, continuous service without vacation, but with extra compensation, is not regarded as good policy, and no employee may make such election.
- 24.02 Entitlement for annual vacation shall be based upon the length of continuous service on June 30th in the vacation year. A temporary employee's period(s) of service shall not be included in this entitlement calculation, Vacation shall be scheduled during the period January 1st to December 31st each year. Vacation credits may not be accumulated and carried over into the next year.
- 24.03 a) Employees within the bargaining unit shall be granted vacations as indicated below and the vacation wages paid for scheduled vacation periods shall be based upon a non-clerical employee's regular base hourly pay rate or weekly salary for clerical employees which will not include shift premiums, overtime premiums, split shift premiums, or any other premiums, except as otherwise noted in i) and ii) below.
- b) A vacation week shall consist of five (5), eight (8) hour working days for non-clerical employees and five (5), seven (7) hour working days for clerical employees. A vacation day shall consist of one (1), eight (8) hour working day for non-clerical employees and one (1), seven (7) hour working day for clerical employees. Vacation pay shall always be paid on the basis of an employee's base hourly pay rate/weekly salary current at the time vacation entitlement is taken.
- i) Employees with less than one (1) year of continuous service as of June 30th of any year shall receive vacation allowances according to the Employment Standards Act of the Province of Ontario.
- ii) Employees with one (1) year but less than two (2) years of continuous service as of June 30th in any year shall receive a vacation of ten (10) working days and shall be paid four percent (4%) of the employee's gross earnings in the previous twelve (12) month period.

ARTICLE 24 VACATION PLAN(continued)

24.03 cont'd

- iii) Employees with two (2) but less than ten (10) years of continuous service as of June 30th of any year shall receive a vacation of fifteen (15) working days and non-clerical employees shall be paid 120 hours at the employee's regular current base hourly pay rate. Clerical employees shall be paid three (3) weeks at their current salary.
- iv) Employees with ten (10) but less than eighteen (18) years of continuous service as of June 30th of any year shall receive a vacation of twenty (20) working days and non-clerical employees shall be paid 160 hours at the employee's regular current base hourly pay rate. Clerical employees shall be paid four (4) weeks at their current salary. The fourth (4th) week of vacation may not be necessarily contiguous with the other three (3) weeks and shall not be taken during the months of June, July and August.
- v) Employees with eighteen (18) **but less than twenty-five (25)** years of continuous service as of June 30th of any year, shall receive a vacation of twenty-five working days and non-clerical employees shall be paid 200 hours at the employee's regular current base hourly pay rate. Clerical employees shall be paid five (5) weeks at their current salary. The fourth (4th) and fifth (5th) weeks of vacation may not necessarily be contiguous with the other three (3) weeks and shall not be taken during the months of June, July and August.
- vi) **Employees with twenty-five (25) or more years of continuous service as of June 30th of any year, shall receive a vacation of thirty (30) working days and non-clerical employees shall be paid 240 hours at the employee's regular current base hourly pay rate. Clerical employees shall be paid six (6) weeks at their current salary. The fourth (4th), fifth (5th) and sixth (6th) weeks of vacation may not necessarily be contiguous with the other three (3) weeks and shall not be taken during the months of June, July and August.**

24.04 Full annual vacation pay entitlement will not be paid out in advance. Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days. An employee who is away from work on vacation may come in to the Transit office to pick up his pay cheque if a regular pay day occurs during such vacation period. An employee who plans to be some distance away and whose vacation period commences on the weekend prior to his next pay day may arrange, through his immediate supervisor, by providing the Transit office three (3) clear weeks of advance notice, in writing, to have his next immediate pay cheque issued to him on his last day worked.

24.05 In the event of a paid holiday falling within any employee's vacation period the procedure defined in Article 25.05 shall apply.

ARTICLE 24 VACATION PLAN(continued)

24.06 In scheduling the vacation of employees, preference in the choice of dates of vacations will be given to employees having regard to their respective length of continuous service with the Corporation and the efficient operation of the Transit System, subject to minimum allowances as per clause 24.10.

24.07 Employees leaving the employ of the Corporation during the vacation year, will be entitled to receive credit, calculated in accordance with this plan to the date of leaving.

24.08 Vacation Planner

- a) The Vacation Planner shall be posted on the bulletin boards prior to November 1st of the preceding year. Each employee shall select his vacation in order of seniority in accordance with the sign-up schedule beginning November 1st. The vacation schedule shall be final on January 1st of the vacation year. If any changes *are* required after January 1st, the employee concerned shall be allowed to choose other available vacation dates consistent with clause 24.06 unless it affects the vacation of any other employee.
- b) The Vacation Planner shall be completed at least two (2) weeks prior to the posting date. A copy will be provided to the Union one (1) week prior to the posting date,
- c) The Vacation Planner shall be posted at least *two* (2) weeks prior to the commencement of the Bidding Procedure. A minimum of twenty percent (20%) of each classification will bid in each week of the month of November. A minimum of four percent (4%) of each classification will sign-up on each day of the week - Monday to Friday. The schedule of bidding will be posted along with a seniority list. Each employee will be assigned a time on the day on which he has to bid in order of seniority. His bidding time will be arranged to occur before or after his regular shift or on his day off. If an employee fails to bid at his scheduled time he shall be by-passed and can bid as soon as he is available to do so from the remaining weeks. The Union President or his delegate shall be notified of any employee's failure to bid.
- d) Once **all** bidding is completed the list of employees and their chosen vacation time shall be posted within two (2) weeks and one (1) copy shall be sent to the President of the Union.
- e) A vacation week shall be 00:01 hours Monday to 24:00 hours Sunday.

24.09 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.

ARTICLE 24 VACATION PLAN(continued)

- 24.10 a) During June, July and August of each year, the Corporation will allow a minimum of fifteen percent (15%) for each of the Seniority Sections 13.01(i) and 13.01(iii) to take vacation at any one time.
- b) i) The requirements of the Maintenance Section Seniority Clause 13.01 (ii) shall govern the vacation allotment by classification in the section. Throughout the year, **two (2)** persons from each classification will be allowed vacation at any one time.
- ii) However, for the purposes of this clause and the selection of vacation, Mechanics and Lead Mechanics shall be considered as a single classification. For the following groupings of employees, only one **(1)** person will be permitted off on vacation at any given time: **1)** Utility Person and Facilities Helper; **2)** Stockkeeper and Transit Clerk/Typist Maintenance.
- iii) Combined time off for lieu days and floaters will be restricted to one **(1)** person per day per classification, unless a last minute request can be accommodated when **two (2)** persons from the classification are not on vacation.

24.11 Vacation will only be displaced when:

- a) Should an employee become ill or injured and thus qualify for sick leave as defined below, during his vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date, which date shall be mutually agreed upon between the Corporation and the Employee. For the purpose of this clause, illness or injury is defined **as**: an illness or injury where an employee has been ordered to bed by a doctor for a period of three (3) days or more; or an illness or injury requiring confinement at a hospital for three (3) days or more. Employees must provide a medical certificate confirming the illness or injury.
- b) an employee is on vacation and qualifies for bereavement leave as per Article 27 during the last week of his vacation period. There shall be **no** deduction from vacation credits for such absence and the vacation displaced will be added to the affected vacation period.

24.12 Employees who are absent for a period of time preceding their selected vacation **week(s)**, will be required to utilize **prescheduled** vacation unless they make alternate arrangements with the approval of management. Alternate arrangements will include exchanging vacation with other employees or exchanging for other open weeks of vacation.

ARTICLE 25 PAYMENT FOR HOLIDAYS

25.01 When No Work Is Performed

- a) Provided that the employee is at work for the full scheduled shift immediately prior to and subsequent to the holiday concerned, he shall receive seven (7) hours pay for clerical employees and eight (8) hours pay for non-clerical employees at the employee's regular rate for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Floating Holiday (see below)

- b) For each twelve (12) month period there shall be, in addition to the above named holidays, a "floating holiday", the observance of which is to be determined by mutual agreement between the employee and the Corporation. Employees' written requests for this time off shall be responded to within four (4) working days (excluding statutory holidays). Manpower resources and service requirements in operations permit a maximum of four (4) operators per day to be granted the day off **for both floating holidays and lieu days**. In the Maintenance section, only one (1) employee per classification per day will be granted the day off **for both floating holidays and lieu days**. Therefore, the employees making application first shall receive the day. If more than one (1) employee can be off under this clause, preference will be given on short notice to the additional employee(s) in seniority order. **All** requests for Floating Holidays and lieu days, as per Article 25.05, submitted on the same day will be processed at 4:30 p.m. on the day of submission, according to seniority. All Floating Holidays must be taken before June 30th of each year.
- c) The requirement to be at work on both the day before and the day after the holiday in order to receive payment will not be waived unless the employee submits a medical certificate justifying the absence. This medical certificate must be submitted within three (3) working days of the employee's return to work following the holiday in order to receive payment. However, in no event will a holiday be paid if the illness commenced more than thirty (30) days prior to the holiday.
- d) **When the Statutory holidays of New Years Day, Canada Day or Boxing Day fall on a Sunday, such holiday shall be observed on the following Monday.**

25.02 When Work Is Performed

For any work performed on the above noted holidays, employees shall receive double time for all hours actually worked in addition to their holiday pay as above provided for

ARTICLE 25 PAYMENT FOR HOLIDAYS(continued)

25.03 Corporation Holiday Proclamation

If the Corporation proclaims or declares a holiday on a regular working day, such proclaimed or declared holiday will become a paid holiday in addition to the holidays set out above.

- 25.04 a) Notwithstanding the bidding provisions of Article 16, when the system operates on a paid holiday, employees wishing to work on the holiday shall so indicate within three (3) working days of the posting of a list for this purpose. The list will be posted three (3) weeks in advance of the holiday to be worked.
- b) For operations personnel, work on the holiday shall be assigned in the following order of priority:
- i) Volunteers whose schedules are operating on the paid holiday shall be assigned to those schedules.
 - ii) Volunteers whose schedules are not operating on the paid holiday shall be assigned on available schedule in order of seniority.
 - iii) Volunteers who would normally be on a day off will be considered next and in order of seniority.
 - iv) The above noted work assignment procedure in this section is applicable to Easter Monday and Remembrance Day; when the majority of schedules are operating. For all other statutory holidays on which service is operated, volunteers will sign a list posted three (3) weeks in advance of the holiday and then bid for available crews, initially by seniority **commencing with the first holiday in each year** and then on a rotating basis. In the event work becomes available after the initial sign-up, such work will be allocated to the next eligible operator who is entitled to work and did not get work. The bidding procedure will be the same as the vacation relief bid. Sections 25.04 a, c, and d are applicable to all statutory holidays.
- c) For Maintenance Personnel, work on a holiday shall be offered on a rotating basis, commencing in order of seniority **on the first holiday of each year**, to employees in affected classifications.
- d) If sufficient volunteers are not available to perform the required work on the holiday, the Corporation may assign the work to **non-volunteer** employees who would have normally worked on that day, had it not been a paid holiday, in inverse order of seniority.

ARTICLE 25 PAYMENT FOR HOLIDAYS(continued)

25.05 If a paid holiday is observed on an employee's day off, such employee shall receive the holiday pay, as per Article 25.01, for such holiday. If an employee prefers a day off in lieu of the day's pay, he must give the Corporation notice of at least two (2) weeks prior to the holiday for consideration of such preference and the employee will be granted a mutually acceptable date for observance of his day off with pay.

ARTICLE 26 JURY AND WITNESS DUTY

26.01 The **Corporation** shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court except as a witness on his own behalf. The **Corporation** shall pay the employee the difference between his normal earnings and the compensation paid not including travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the appropriate rate of pay. **A leave of absence with pay will not be granted unless a subpoena is submitted to the Corporation.** An employee shall report to work as soon as practical and reasonable on any day while on leave under this clause if the court duties are less than three (3) hours. Such employee shall work the balance of his shift performing duties as assigned.

26.02 If an employee is required to attend at court on behalf of the Corporation on his scheduled day off, an alternate day off shall be established by mutual agreement between the Corporation and the employee.

26.03 If such jury duty should occur during an employee's vacation period, his vacation shall be postponed to a mutually agreeable time subject to Article 24 -Vacation Plan, clause 24.08(a).

ARTICLE 27 BEREAVEMENT PAY

- 27.01 a) Employees will be allowed a leave of absence with full pay of three (3) working days for the purpose of arranging and/or attending the funeral of a person in the employee's immediate family. Immediate family shall mean the employee's spouse, mother, father, brother, sister, son, daughter, grandparents, or grandchildren.
- b) Employees will be allowed a leave of absence with full pay for one (1) working day in order to attend the funeral of the employee's parent-in-law, step-parents, brother-in-law or sister-in-law.

ARTICLE 28 INSURANCE

28.01 The Corporation shall continue, for the term of this Agreement, and pay one hundred percent (100%) of the premium cost of the following benefits:

- a) Ontario Hospital Insurance Plan (OHIP)
- b) Extended Health Care Plan (EHC) including Prescription Drug Plan - \$0.35 deductible per prescription.
- c) The Group Life Insurance coverage for all employees shall be an amount equivalent to double the employee's yearly gross pay for normal death and an amount equivalent to three (3) times the employee's yearly gross pay in the event of accidental death.
- d) Dental Plan - equivalent to the Blue Cross Dental Plan #9, which includes Rider #1, plus Space Maintainers and Rider #2 (50/50 co-insurance). Rider 3 - Orthodontic services, 50-50 co-insurance with \$1,500.00 lifetime maximum.
1998 O.D.A. Fee Schedule – effective January 1, 1999
1999 O.D.A. Fee Schedule – effective January 1, 2000
2000 O.D.A. Fee Schedule – effective January 1, 2001
- e) Vision Care Plan - equivalent to Blue Cross VC 200/24 Plan.

ARTICLE 29 PENSIONS

29.01 The Corporation agrees to continue in operation the present Pension Plan with the cost apportioned between the Corporation and the employee as set out in the Plan.

29.02 Normal retirement is on the employee's sixty-fifth (65th) birthday.

29.03 Lifetime Transit Pass

Retired Transit Division employees will be provided with a lifetime pass to use Brampton Transit free of charge at any time. This Transit pass shall not be transferrable.

ARTICLE 30 SICK LEAVE PLAN

- 30.01 a) Employees shall be credited with one and one-half (1-1/2) days per month of sick leave.
- b) On severance for any reason, except discharge for cause, after six (6) years coverage under this plan, any unused credit in this sick leave allowance shall be paid for in cash for one-half (1/2) the number of days standing to an employee's credit at the rate of pay of the employee, immediately prior to the severance, and in any event, not in excess of one hundred and thirty (130) days.

30.02 Doctor's Certificate

- a) The Corporation reserves the right to require a Doctor's certificate as justification for payment of sick leave in cases of absence which exceed three (3) working days. In cases where the **Corporation** has had cause, on at least one (1) occasion, to advise the employee of frequent absences, a certificate may be required for an absence of any duration and in the event that the employee's record is clear for a six (6) month period, he shall not be required to produce a Doctor's certificate until he has again been advised of frequent absences.
- b) in its administration of the phrase "frequent absences", as used in the above paragraph, the Corporation will not count prior absences which were supported by a Doctor's certificate as proof of illness, when determining such frequency.

30.03 Workplace Safety and Insurance Top Up

An employee prevented from performing his regular work with the **Corporation** on account of an occupational accident that is recognized by the **Workplace Safety and Insurance Board** as compensable within the meaning of the **Workplace Safety and Insurance Act**, shall receive from the **Corporation** one (1) day's pay for each week he receives pay benefits from the **Workplace Safety and Insurance Board**. The amount so paid shall be deducted from the employee's accumulated sick leave. Payment from the **Corporation** shall not continue further when sick leave accumulated has been exhausted.

ARTICLE 31 INJURY ALLOWANCE

- 31.01 **An** employee who is injured while at work and as a result of such injury is certified as unfit to complete the working day or shift shall receive pay at regular rate for time lost on the day that such injury was sustained, as required under the Workers' Compensation Act.

ARTICLE 32 SAFETY

- 32.01 There shall be a Safety Committee, comprised of three (3) representatives of the Corporation and three (3) representatives from the Union, who shall meet periodically to discuss matters related to safety of all employees. Such meetings shall be as required but not more often than once a month. Any results from these meetings shall be forwarded to the Union and the Corporation.

ARTICLE 33 TRAINING

- 33.01 The Corporation will train all new employees in the operation of all vehicles which they will normally be required to drive in the performance of their work. The training will be done **by** a qualified instructor and in the case of new operators, will consist of a minimum of five (5) working days duration.
- 33.02 a) The Corporation will invite all operators to indicate their desire to assist in the training of new operators for the purpose of receiving instruction and assignment. Acceptable trainer/operators shall be required to provide such training assistance when assigned. Notwithstanding the foregoing, Management may require any operator *to* assist in training.
- b) Operators who assist in the training of new employees will be paid a premium of One dollar (\$1.00) per hour during the actual hours of training.
- 33.03 All employees required to operate transit vehicles shall be re-trained as required from time to time by Management and shall be so advised at least three (3) working days in advance.

ARTICLE 34 BULLETIN BOARDS

- 34.01 The Corporation shall provide a bulletin board for the exclusive use of the Union.

ARTICLE 35 CREDIT UNION DEDUCTIONS

- 35.01 The Corporation will, upon receipt of proper authorization from any employee in the bargaining unit, provide payroll deductions for the Jet Power Credit Union Limited in accordance with the agreement with that Credit Union.

ARTICLE 36 CLASSIFICATIONS AND RATES OF PAY

- 36.01 Classifications and rates of pay are as set forth in Schedule I, which is attached to, and forms part of, this Agreement.
- 36.02 In the event new classifications of work are established by the Corporation during the life of this Agreement, the Union will be advised of the classifications and the applicable rates of pay. Upon such notification, the new classification shall form part of Schedule I.
- 36.03 a) If the Union does not agree with the rate of pay for a new classification established in accordance with clause 36.02 above, the President of the Union may lodge a grievance, commencing at Step 2 of the Grievance Procedure, within one (1) week of notification to the Union of the new classification.
- b) In any subsequent arbitration of a grievance on this subject, the Arbitrator or the Board of Arbitration will be limited to determining the adequacy of the rate of pay for the new classification of work and shall use the established rates under Schedule I for comparison purposes when determining such adequacy.

ARTICLE 37 PAY DAYS


- 37.01 a) Employees shall be paid by cheque on alternate Thursdays. When a Statutory Holiday falls on a Thursday or Friday the cheque shall be issued on the preceding Wednesday.
- b) On designated pay days, every reasonable effort will be made to have the cheques available by 10:00 a.m.
- 37.02 During the annual Christmas/New Year's Holiday Season, the Corporation's employees pay cheques will be prepared based upon crew value hours of work for the days to be estimated. Adjustments for differences will be made up on the pay day following New Year's day.

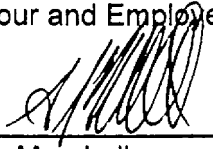
ARTICLE 38 DURATION

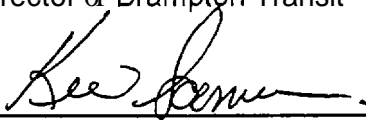
- 38.01 This Agreement shall be in effect ~~until June 30, 2001 unless either party gives notice in writing to the other party, according to the terms of this Agreement, that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect until June 30, 2002~~ and so on from year to year thereafter.
- 38.02 Notice that amendments are required or that either party intends to terminate the Agreement may only be given within the ninety (90) day period prior to **June 30, 2001** or any succeeding anniversary date.
- 38.03 a) The parties hereto agree to meet for the purpose of negotiations within fifteen **(15)** days of such time as may be agreed upon after the giving of such notice and shall negotiate in good faith.
- b) It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter- proposals arising out of or related to the original proposals.


This agreement was reached between the following bargaining committees on November 13, 1998, and was ratified by the Union membership on November 22, 1998 and by City Council on November 23, 1998.

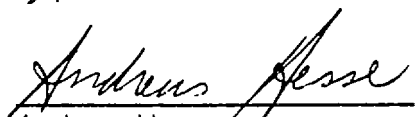
FOR THE CORPORATION:


Kara D. Bartley, Manager,
Labour and Employee Relations

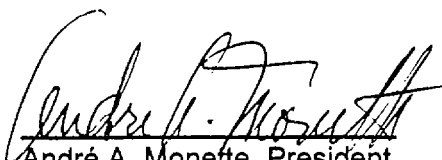

Glen Marshall,
Director of Brampton Transit

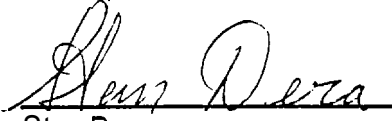

Kevin Gorman,
Superintendent of Operations

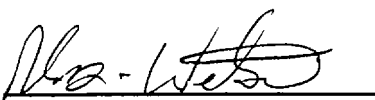

Alan Grocott,
Superintendent of Maintenance

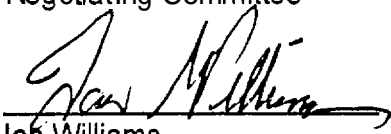

Andreas Hesse,
Labour Relations Officer

FOR THE UNION:


André A. Monette, President
A.T.U., Local #1573


Stan Dera,
Executive Vice-president


Alex Watson,
Negotiating Committee

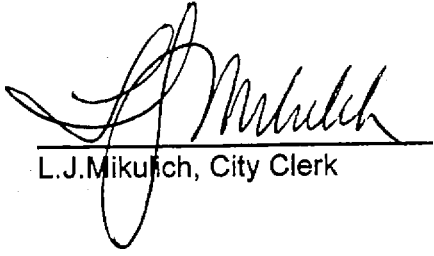

Ian Williams,
Negotiating Committee

Duly executed in the City of Brampton by the parties hereto this 1st day of December, 1998.

FOR THE CORPORATION:

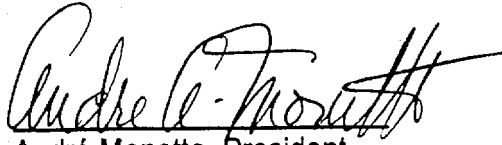


Peter Robertson, Mayor



L.J. Mikulich, City Clerk

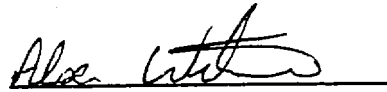
FOR THE UNION:



André Monette, President
A.T.U., Local #1573



Stan Dera,
Executive Vice-president



Alex Watson,
Negotiating Committee



Ian Williams,
Negotiating Committee

SCHEDULE 1

CLASSIFICATIONS AND HOURLY/WEEKLY RATES OF PAY

	Effective <u>July 1, 1998</u> (3%)	Effective <u>Jan 1, 1999</u>	Effective <u>July 1, 1999</u> (2%)	Effective <u>July 1, 2000</u> (2%)
Lead Mechanic	\$21.30	\$21.30	\$21.73	\$22.16
Mechanic "A"	\$20.90	\$20.90	\$21.32	\$21.75
Stockkeeper/Buyer	\$18.98	\$18.98	\$19.36	\$19.75
Full-time Operator	\$18.95	\$18.95	\$19.33	\$19.72
Third 4 months 10% less	\$17.06	\$17.06	\$17.40	\$17.75
Second 4 months 15% less	\$16.11	\$16.11	\$16.43	\$16.76
First 4 months 20% less	\$15.16	\$15.16	\$15.46	\$15.77
Utility Person	\$17.26	\$18.26	\$18.63	\$19.00
Stockkeeper	\$17.95	\$17.95	\$18.31	\$18.68
Facilities Helper	\$16.62	\$17.62	\$17.97	\$18.33
General Serviceperson (Class "C" Licence)	\$16.62	\$17.62	\$17.97	\$18.33
Labourer	\$16.25	\$17.25	\$17.60	\$17.95
Transit Clerk/Typist	\$581.87	\$616.87	\$629.21	\$641.79
Transit Information Clerk	\$568.80	\$603.80	\$615.88	\$628.20

Probationary employees other than bus operators, may be paid up to ten percent (10%) below the job rates indicated in the above table during the first three (3) months of work and up to five percent (5%) below the job rates indicated in the above table during the second three (3) months of work.

November 19, 1992

Mr. André Monette, President,
Amalgamated Transit Union
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Clause 16.05 Lunch Periods

It is understood that, if mutually agreed by the parties, the elimination of lunch periods on certain agreed upon routes may be scheduled during the term of this Collective Agreement on a trial basis.

The procedures to be used to incorporate this concept are as follows:

1. A sub-committee consisting of up to two (2) members of A.T.U. and up to two (2) members of Transit Management will be established.
2. The sub-committee will meet and decide upon the most appropriate routes to implement for the no lunch break concept.
3. A bulletin will be posted to notify all employees of the "no lunch break routes" that have been agreed upon by Union and Management and these routes will be posted and bid upon at the appropriate and normal bidding periods.
4. "No lunch break routes" will not be introduced at any time other than the normal bidding times
5. Employees bidding for these routes will be required to provide a report to the sub-committee on the positive and negative aspects of the "no lunch break" routes and to recommend any changes that would improve the concept.
6. Routes involved in the "no break" concept will include a "lay-over(s)" to some degree, satisfactory in length to allow for consumption of food, subject to the approval of the committee. Food consumption during in service bus operation will not be permitted.
7. Adherence to bus schedules is required and delays as a result of eating will not be considered legitimate or acceptable.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Date: Dec. 1, 1992

November 19, 1992

Mr. Andre Monette, President,
Amalgamated Transit Union
Local #1573

Dear Mr. Monette:

Letter of Intent
Re: Lost and Found Articles


This letter will confirm that it is the Corporation's intention to continue the present practice of handling lost and found articles for the term of this Collective Agreement.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON


Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:


André Monette
President, A.T.U., Local 1573

Date: Dec 12 1998.

Letter #2

November 19, 1992

Mr. André Monette, President,
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Terms of Reference For Union Involvement In The Preparation of Schedules of Work

A Union Representative will provide input for the **crewing** process. The extent of this involvement will be as follows:

Operations

1. The purpose of the Union involvement will be to relate preferences for desirable types of crews.
2. When schedule changes are being crewed, the Union will be called upon to select days off at the rostering stage of the crewing.
3. A Union Representative will not be called in when no schedule or rostering changes are to be implemented.
4. Requests for changes pertaining to run-cutting and rostering, made by the Union, shall be implemented on the following schedule except when the Corporation can demonstrate that such changes in the whole would generate additional costs against the Corporation.

Such changes can only be presented in their entirety on one occasion prior to the implementation of a bid and must be presented during the fourth week prior to the implementation of the bid.

Maintenance

When the hours of work scheduled are being changed in the Maintenance Department, a copy of the proposed hours will be given to the Maintenance Union Representative prior to the posting of said schedules. The Union Representative will then meet with the Maintenance Superintendent prior to the posting for the purpose of making **recommendations** regarding the hours of work.

General

All suggestions and recommendations will be considered by both sections, but in any event, the final hours of work will be at the discretion of management and in accordance with the provisions of the Collective Agreement.

This letter will expire on the expiration date of the current Collective Agreement.

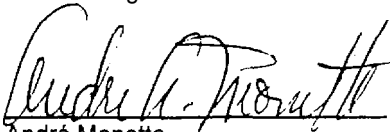
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Date: Dec. 1, 1998

November 19, 1992

Mr. Andre Monette, President,
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding

This letter will serve as a commitment from the Corporation in regards to tendering for new buses. Prior to issuing said tenders, Transit staff will have discussions with the Union for the purpose of receiving input and recommendations regarding equipment options available.

All recommendations made by the Union will be considered by the Corporation, but will be subject to the budgeting process and approval of the same by Council.

Subject to the budgeting process and approval, the Corporation will include the options of air-conditioning and the Recaro driver seat on all future bus purchases.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Date: Dec 1, 1998

Letter #4

November 19, 1992

Mr. Andre Monette, President,
Amalgamated Transit Union
Local #1573

Dear Mr. Monette:

Letter of Intent
Re: Corporate Employee Assistance Program

The above program shall continue to be made available to members of the Amalgamated Transit Union, Local 1573, as long as it remains in effect as an approved Corporate-wide employee benefit, as approved from time to time by City Council.

The Corporation will continue to provide the necessary funding to make this program available to members of the Amalgamated Transit Union, Local 1573, for the term of this collective agreement.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Date: Dec 1, 1998

Letter #5

November 19, 1992

Mr. André Monette, President
Amalgamated Transit Union,
Local 1573,

Dear Mr. Monette;

Letter of Intent
Corporate Pregnancy/Maternity Leave of Absence
Policy #Ben 89301

The above policy, as amended and amended/improved, shall apply to the members of The Amalgamated Transit Union, Local #1573 during the term of this collective agreement.

It is agreed that the benefit premiums normally paid by the Corporation shall continue to be paid by the Corporation during the period of the employee's maternity leave of absence.

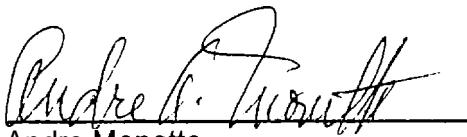
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Date: Dec 1 1998

Letter #6

November 19, 1992

Mr. André Monette, President
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Pay Errors Over \$50.00

This letter will serve to confirm the understanding reached during negotiations concerning pay errors in excess of Fifty Dollars (\$50.00) which are the fault of the Corporation.

1. If such pay error is in excess of One Hundred Dollars (\$100.00), the Corporation will adjust the error within twenty-four (24) hours of being advised and confirming same.
2. If such pay error is One Hundred Dollars (\$100.00) or less, the adjustment will be made within forty-eight (48) hours of being advised and confirming same.

Saturdays, Sundays and holidays shall be excluded from the time requirements noted above. Pay differences/shortages will not be adjusted when Article 37.02 applies.

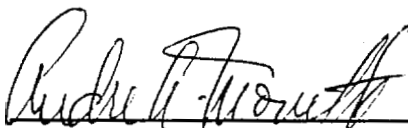
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley
Labour and Employee Relations Manager

Acknowledged on behalf of the Union:



André Monette
President, A.T.U., Local 1573

Dec 1, 1998
Date

Letter #7

November 9, 1998

Mr. André Monette, President
Amalgamated Transit Union
Local 1573

Dear Mr. Monette;

Letter of Intent
Re: Labour / Management Committee

A Labour / Management Committee will be comprised of at least four **(4)** members of the Union executive and four **(4)** members of management. The Committee will meet quarterly throughout the year or when agreed to by the Union President and the Director of Transit.

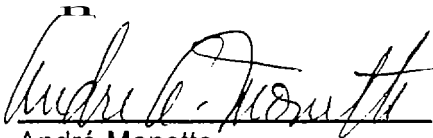
Yours truly,

The Corporation of the City of Brampton

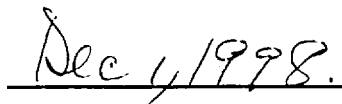


Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573



Date

Letter #8

November 9, 1998

Mr. Andre Monette, President
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette,

Letter of Understanding
Apprenticeship Program for Motor Vehicle Mechanic "A"

- 1.0 The Corporation may hire an employee in an apprenticeship program for Motor Vehicle Mechanics "A". Such employee must satisfy the conditions as outlined in the Apprenticeships and Tradesmen's Qualification Act, as amended from time to time, as administered by the Ontario Ministry of Skills Development. The Corporation requires that applicants for apprenticeship contracts must have a Grade 12 graduation certificate with a solid foundation in Mathematics, English and Sciences - school marks for each of these subjects should be 65% or better. The applicants shall supply transcripts of actual school marks and other information required.
- 1.1 Apprentices will be covered by the terms of this collective agreement except as modified in this Letter of Understanding.
- 1.2 In the event an external applicant apprentice fails to progress to the next period in the program, the Corporation has the right to terminate the employee. The apprentice shall not have the right to grieve or arbitrate his termination in these circumstances.
- 1.3 Notwithstanding the provisions contained in 1.2, in the event that an existing member of the bargaining unit has been the successful applicant for an apprenticeship vacancy, and he fails to progress past his start period to the next period in the program, the Corporation will return the employee to his former classification. In the event an existing bargaining unit employee fails to proceed beyond two periods in the apprenticeship program, he will be subject to lay-off as per Article 13.04, Seniority.
- 1.4 When an existing member of the bargaining unit is a successful applicant for an apprenticeship vacancy, the Corporation will fill the vacated position on a temporary basis until such time as the incumbent successfully completes the start period of the apprenticeship program. The temporary incumbent will not be included in the calculations for the purposes of Article 1.02 Recognition.
- 2.0 The rate of wages to be paid the apprentice(s) shall be as follows:
 - a) 1st period of apprenticeship - 65% of the journeymen mechanic's rate.
 - b) 2nd period of apprenticeship - 70% of the journeymen mechanic's rate.
 - c) 3rd period of apprenticeship - 80% of the journeymen mechanic's rate.
 - d) 4th period of apprenticeship - 85% of the journeymen mechanic's rate.
 - e) 5th period of apprenticeship - 90% of the journeymen mechanic's rate.

November 9, 1998
Letter of Understanding
Re: Apprenticeship Program for Motor
Vehicle Mechanic "A"

-2-

2.1 An employee shall not progress to the next pay level until he has successfully completed both the practical and academic components of the preceding period.

3.0 When an apprentice has to attend school as part of his training, the Corporation shall continue to pay his regular weekly wages.

Such weekly wages shall be equivalent to the level of straight time wages, being paid to him just prior to the commencement of the training period.

4.0 While in the apprenticeship program, apprentices shall not be permitted to apply for job postings.

4.1 The apprentice is responsible for the payment of any and all application/licence fees related to the apprenticeship program.

5.0 TOOL ALLOWANCE

An apprentice's tool allowance shall not be paid in full as per Article 29 of the collective agreement. Apprentices shall receive:

- 65% of tool allowance during 1st period
- 70% of tool allowance during 2nd period
- 80% of tool allowance during 3rd period
- 85% of tool allowance during 4th period
- 90% of tool allowance during 5th period

Yours truly,

The Corporation of the City of Brampton



Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573

Dec 1, 1998.

Date

November 19, 1992

Mr. Andre Monette, President,
Brampton Transit,
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Crew Selection Policy

This policy is issued in order to clarify most rules in respect to bidding for crews. **As** the bidding procedure will be in a transition period for the purpose of testing various methods, it is agreed that unresolved issues **must** be mutually agreed upon by both parties during the process.

1. Weekly crews for the bid period will be posted three (3) weeks prior to the implementation date. Bidding for crews will commence one (1) calendar week following crew posting and operators will select their crew by seniority. Bidding will take place in a private room that is located in close proximity to the operators lounge. (Note: this private room will **also** be used as an operator "quiet room" when not being used for bidding purposes).
2. Bidding will be conducted over a three (3) day period, normally on Monday, Wednesday and Friday, The operators will sign in order of seniority and be given a maximum time allowance for selection of six (6) minutes. There will be set times for signing. On a daily basis, bidding will commence at mutually agreeable times. **As** the complement of operators increases, the number of operators bidding on each day will be proportionately increased over the three (3) day period until such time as the bidding time per day takes a full eight hours. Once the bidding time takes a full eight hours over three days, the number of operators bidding each day will be spread proportionately over five (5) days on a Monday to Friday basis in one week. All bidding on any of the aforementioned days will be concluded by **3:30 p.m.**
3. Operators who will not be available to personally bid for a crew may indicate his/her preference on the crew selection sheet which will be posted next to the crew bids or preferences may be left on crew selection slips. Ten (10) spaces will be provided in which the operator will indicate their preference in order of priority. Space #1 will indicate first choice. Preferences will only be considered if the operator's signature is placed in the space provided. If none of the operators' preferences are available, then one phone call will be placed to the operator in accordance with paragraph 5 below.

November 19, 1992
Letter of Understanding
Re: Crew Selection Policy

-2-

4. If crew selection is not achieved through the above mentioned process or preferences left have been taken, the operator will be assigned a crew by the Union representative and management. The assigned crew will be as close to the past schedule of work as possible. The bid board will reflect that the crew was assigned and be initialled by the Union representative and operator's supervisor or designate.

Operators will not be allowed to make crew selections by radio, however, may be contacted by radio to be notified that it is their turn to select. Under no circumstances will a collect call be accepted by the Corporation related to the crew bidding process.

5. An operator who has been off work for an extended period of time will be contacted by Management to determine if he/she will be placed on the Seniority list. Should the operator indicate that he will return at some point during the sign- up, that operator will bid for a crew.
6. An operator who returns to work from an extended absence during the bid period, and has not selected a crew, shall be placed on the vacation relief list in the appropriate seniority order. All crews which become vacant or are newly created during the sign-up period shall be placed on the vacation relief board. This will not include crews which are left vacant by the conclusion of the bidding process.
7. Probationary operators, upon successful completion of the training program, will be assigned work at the discretion of management.
8. Following completion of the sign-up, each operator will be advised of the selected crew together with any pertinent information.
9. The Union President or his designate will preside over the bidding process and shall suffer no loss of pay. Authorized time spent for this purpose, beyond scheduled hours of work, will be taken in lieu at overtime time rates at a mutually agreed time, or paid at the applicable overtime rate at the employee's option.

November 19, 1992
Letter of Understanding
Re: Crew Selection Policy

-3-

Once a successful bidding procedure has been mutually agreed upon, it shall be formalized as a policy and issued to each operator as an insert to the Policies Procedures **and** Practices Manual.

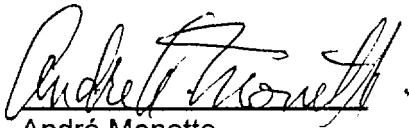
Yours truly,

The Corporation of the City of Brampton

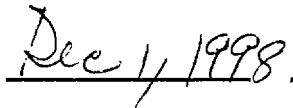


Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573



Date

Letter #10

November 19, 1992

Mr. André Monette, President,
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Four Day Work Week

Operators' schedules of work will include some four (4) day schedules for the duration of this Agreement. Upon mutual consent of both the Corporation and the Union, four (4) day schedules may be temporarily cancelled during sign-ups which includes service reductions in order to maximize the number of allowable 8 hour straights.

Rules governing the crewing of ten (10) hour shifts and the payment for said work will be as follows:

1. The normal hours per week worked will remain at forty (40) hours.
2. Overtime work required by an Operator's assigned schedule of work shall be obligatory provided such schedule does not exceed forty-five (45) hours in a week or eleven (11) hours in a day.
3. Overtime will only be paid after ten (10) hours per day or forty (40) hours per week.
4. Employees shall receive an unpaid lunch period each work day, consistent with the requirements of the system. Said lunch period will not exceed forty (40) minutes and will occur within six (6) hours of worked time.
5. Spread time premium will be paid after twelve (12) hours.
6. Accumulated sick leave will continue to be paid out on the basis of one quarter (1/4) day increments. Therefore, an employee eligible for sick leave payments, working on a ten (10) hour crew, would be credited one and one quarter (1-114) days, if available.
7. In the case of bereavement for an employee when working a ten (10) hour crew, a ten (10) hour crew will be considered one day.
8. Any issues or disputes which arise in respect to this experiment, not addressed above, shall be resolved by mutual agreement between the parties.

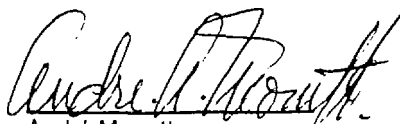
Yours truly,

The Corporation of the City of Brampton



Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573

Dec, 1 1992.

Dale

November 19, 1992

Mr. Andre Monette, President,
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Understanding
Re: Minimum Number of Straight Crews

The parties agree that in the interest of preserving desirable working conditions, a minimum number of straight crews should be established.

A straight crew is defined as five (5) days in a given week involving three (3) or more days during which straight work is performed except for the provision of lunch breaks.

It is understood and agreed that for the sign-up period, commencing in January, 1988, the Corporation will post a minimum of 45 straight crews. Of these 45 crews, 35 will involve five (5) days (or four (4) in the event of a 4-day work week) of the same type of crew. This will not necessarily involve five (5) days of work on the same route. Effective September, 1988, forty (40) straight crews involving five (5) days (or four (4) in the event of a 4-day work week) of the same type of crew will be provided. The 45 factor will no longer apply.

This letter will remain in effect for the duration of the Collective Agreement.

Yours truly,

The Corporation of the City of Brampton



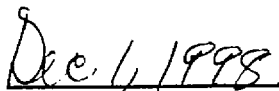
Kara Bartley

Labour and Employee Relations Manager

Acknowledged for the Union:



Andre Monette
President, ATU Local 1573



Date

Letter #12

November 10, 1998

Mr. Andre Monette, President
Amalgamated Transit Union,
Local#1573

Dear Mr. Monette:

Letter of Implementation
Direct Deposit Payroll

This letter serves to confirm the parties intent to implement a Direct Deposit method of pay on February 4, 1999. The following measures will be undertaken to facilitate the transition:

- 1) All employees will be required to provide a direct deposit payroll form which will include the name of a financial institution and one account number for the pay to be deposited into as indicated on a cancelled cheque. Where a cancelled cheque is not possible, the account number must be confirmed by the Financial Institution in writing:
- 2) In order to meet the advanced deadlines required by Treasury and the financial institution associated with Direct Deposit, each employee will have one week's pay withheld. To offset the financial hardship, the Corporation will offer employees the choice of having one week's regular base pay extended to them on February 4, 1999. Employees must indicate their choice on the direct deposit form by January 5, 1999. If the employee chooses to have the pay extended to them, the Corporation will recoup the net amount proportionately over twenty-six (26) pay periods starting on February 18, 1999. Where an employee receives no earnings in a pay period, the employee's repayment schedule will be extended by an equal number of pay periods.
- 3) Upon implementation of Direct Deposit, vacation pay will no longer be paid out in advance. Article 24.04 will be revised as follows:
"Full annual vacation entitlement will not be paid out in advance.
Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days."; and,
- 4) Article 37 will be revised as follows:
"37.01 - Employees shall be paid by direct deposit on alternate Thursdays.
37.02 - During the annual Christmas/New Year's Season, the Corporation's employees' pay will be prepared based upon crew value hours of work for the days to be estimated. Adjustments for differences will be made up on the pay day following New Year's Day."

Upon the subsequent renewal of the collective agreement and the successful implementation of Direct Deposit, this letter will be removed and the above-noted language changes will be incorporated into the collective agreement.

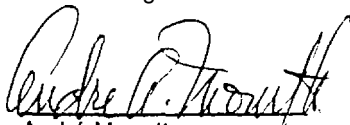
Yours truly,

The Corporation of the City of Brampton

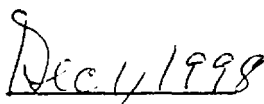


Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573



Date

November 12, 1998

Mr. Andre Monette, President
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Intent
Vacation Entitlement

The Corporation will review its method of determining when increased vacation entitlement is conferred and when the entitlement is to be taken. If the Corporation's intent is to revise its practice, it will enter into discussions with the Union executive with a view to agreeing on a letter of understanding to facilitate the implementation of the change.

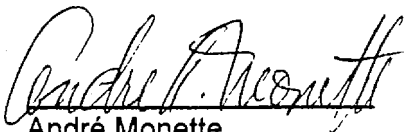
Yours truly,

The Corporation of the City of Brampton



Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:



André Monette
President, ATU Local 1573

Dec 1, 1998.

Date

Letter #14

November 12, 1998

Mr. Andre Monette, President
Amalgamated Transit Union,
Local #1573

Dear Mr. Monette:

Letter of Intent
Hiring of Operators who are regularly employed
for not more than twenty-four (24) hours per week

Without prejudice or precedent to the parties, the Corporation will not hire any operators who are regularly employed for not more than twenty-four (24) hours per week for the period of July 1, 1998 to June 30, 2001.

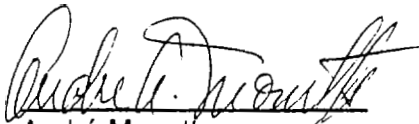
Yours truly,

The Corporation of the City of Brampton

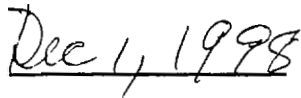


Kara Bartley
Labour and Employee Relations Manager

Acknowledged for the Union:

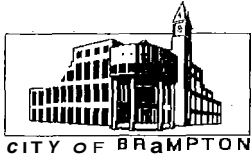


André Monette
President, ATU Local 1573



Date

Letter #15



The Corporation of the City of Brampton
Corporate Services Department
Human Resources Division
Teresa Matheson, Director of Human Resources

2 Wellington Street West
Brampton, ON L6Y 4R2

Tel: (905) 874-2150
Fax: (905) 874-2199

February 9, 1999

Workplace Information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development
Canada
Hull, Quebec
K1A 0J2

To Whom It May Concern:

Please find attached a copy of the 1998-2001 Collective Agreement between the Corporation of the City of Brampton and the Amalgamated Transit Union and Its Local #1573, for your records.

There are 180 employees covered by this agreement, of which 25 are female.

If you require any further information, do not hesitate to contact the undersigned at (905) 874-2175.

Yours truly,

Jane A. Metras
Labour & Employee
Relations Assistant

