

2011 – 2015 COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION
OF THE CITY OF BRAMPTON**



AND

**THE AMALGAMATED TRANSIT UNION
AND**

ITS LOCAL NO. 1573 (TRANSIT DIVISION)



JULY 1ST, 2011 - JUNE 30TH, 2015

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Expiry Date: June 30, 2015

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.

The Corporation and the Union agree that they will not discriminate against any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or status or any other prohibited ground of discrimination as set out in the Human Rights Code.

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 a) The Corporation recognizes the Amalgamated Transit Union, Local #1573 as the sole exclusive bargaining agent of all employees of the Transit Division of the **Corporation of the City of Brampton in the current facilities and for any other facilities**, which may be utilized by the Corporation for transit operation purposes, save and except Foremen, Coordinators, Supervisors, Dispatchers, System Administrators persons above the rank of Foreman, Coordinator, Supervisor, Dispatcher, System Administrator, Administration Clerk (formerly Clerk Typist) and the Director's Assistant and students employed during the school vacation.
- b) The provisions of this Collective Agreement shall be binding upon any successor employer and employees by means of sale, transfer, lease, merger or amalgamation of municipalities. The seniority of employees shall be recognized in the resulting organization.
- c) The Union acknowledges being advised that the Employer intends to assign to the persons filling the positions of clerk typist duties, heretofore designated as those of an Administrative Clerk, which shall include dealing with confidential matters relating to labour relations. The Union has thus been requested to amend the description of the bargaining unit by excluding these positions on the basis of paragraph 1(3)(b) of the Labour Relations Act, 1995. The Union hereby acknowledges and agrees that as long as the Employer continues to employ the persons in the positions of Administrative Clerk in a confidential capacity in matters relating to labour relations, the Union agrees to exclude these positions from the bargaining unit.
- d) The description of the bargaining unit contained in the Collective Agreement shall be so amended.
- 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. Temporary employees may replace multiple employees provided they are employed for forty (40) hours per week. The complement of temporary employees will not exceed forty (40) beginning in September of 2007. The hiring of temporary employees will not cause the lay off of regular employees in the job classification to which they are assigned.

ARTICLE 1 RECOGNITION (continued)

1.02 cont'd

- 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, 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 1 for the term of employment with the Corporation.**
 - e) When the Corporation elects to hire temporary operators, it may consider hiring previous full-time operators who have retired. 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.
- 1.04 The Corporation shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In representing an employee or group of employees of the Bargaining Unit an elected or appointed representative of the Union shall be the spokesperson.

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.
- 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.

ARTICLE 3 UNION SECURITY (continued)

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 new employee's orientation session that will occur within the first four (4) weeks of full time employment.

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 reasonable and are not inconsistent with or contrary to the terms of this Agreement. Rules and regulations which are unreasonable may be subject to the grievance and arbitration procedure. 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. The Corporation will provide all rules and regulations and any changes or alterations to employees within a reasonable period of time before implementation.

ARTICLE 5 MANAGEMENT RIGHTS (continued)

5.01 cont'd

- 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. The results of the above examination will be forwarded to the employee and his treating physician upon written request by said employee.
- 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 six (6) employees plus the President of the Local Union. 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 LABOUR MANAGEMENT COMMITTEE

7.01 There shall be a Labour/Management Committee, comprised of six (6) members of the Union executive and six (6) members of management. The Committee will meet quarterly throughout the year or when agreed to by the Union President and the Director of Transit.

ARTICLE 8 GRIEVANCE COMMITTEE

8.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a grievance committee to assist employees in presenting 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 **grievance** shall endeavor 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.

8.02 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 9 QUALIFICATIONS

9.01 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. **The Union shall have the right at any time to have the assistance of an International Vice President of the Amalgamated Transit Union in all matters covered in this Collective Agreement.**

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 a) 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.

b) Any employee having a complaint on a matter that may be grievable as defined in paragraph 10.01 a) 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 Steward/Union Representative, if he so chooses,** may then present **the employees** complaint as a written grievance as per Step 1.

ARTICLE 10 GRIEVANCE PROCEDURE (continued)

10.01 cont'd

- c) 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.

10.02 Grievances under this Agreement shall be processed as follows:

Step 1

A Steward/Union Representative, who may be accompanied by the aggrieved employee, at the Union's option, shall present the written grievance to the grievor's Manager 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 Manager shall give the **Steward/Union Representative** a written answer to the grievance within four (4) working days. If a settlement satisfactory to the **Steward/Union Representative** is not reached, the **Steward/Union Representative, if he so chooses**, may then present the grievance at the next step at any time within five (5) working days from the date of the Manager's written reply.

Step 2

The **Steward/Union Representative, who may be accompanied by the aggrieved employee, at the Union's option**, may present the written grievance to the Director of Transit, **or delegate**. The Director of Transit, **or delegate**, 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 3

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 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. **The grievor will attend the meeting, if mutually agreed to by the parties.**

- 10.03 If final settlement of the grievance is not attained in Step 3, 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 11.

ARTICLE 10 GRIEVANCE PROCEDURE (continued)

- 10.04 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 **Union** 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, or Holidays. The time limits fixed in this Article may be extended by mutual agreement in writing between the Corporation and the Union.
- 10.05 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.
- 10.06 Any step of the grievance procedure may be waived by mutual agreement in writing between the Corporation and the Union.
- 10.07 Policy Grievance
The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or a violation of a provision of the Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed, in writing, within fifteen (15) working days of the initial incident giving rise to the complaint. Within thirty (30) days of the Step 3 response, but not later, either party may refer the policy grievance to arbitration, as provided under Article 11. The grievance must be signed by the President or his designates.

ARTICLE 11 ARBITRATION

- 11.01 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 10.03 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 11.10 below.
- 11.02 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.

ARTICLE 11 ARBITRATION (continued)

- 11.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 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 11.10 below, the parties shall jointly bear the expenses, if any, of the Arbitrator.
- 11.05 No matter may be submitted to Arbitration which has not been properly carried through all previous stages of the Grievance Procedure.
- 11.06 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.
- 11.07 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.
- 11.08 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.
- 11.09 Time limits fixed in this Article may be extended by mutual agreement, in writing, between the Corporation and the Union.
- 11.10 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.
- 11.11 With mutual agreement, as agreed to in Terms of Reference, the Corporation and the Union may utilize the services of a Mediator, satisfactory to the parties, to resolve outstanding grievances. The cost of the mediator's services will be shared on a fifty percent (50%) basis.

MEDIATION PROCESS
TERMS OF REFERENCE

- i. The parties may, by mutual written agreement, submit a grievance to Mediation in an attempt to resolve a grievance.
- ii. The parties will endeavour to agree on the selection of a Mediator. In the event that no agreement can be reached, the grievance will be referred back to the standard Arbitration Process.

ARTICLE 11 ARBITRATION (continued)
MEDIATION PROCESS TERMS OF REFERENCE (continued)

- iii. A joint statement of facts will be prepared by the parties and presented to the Mediator.
- iv. Any further non-agreed to facts may be presented to the Mediator in a narrative fashion.
- v. This would include collective agreement clauses, facts, case law and arguments in support of separate positions on the issues.
- vi. Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.
- vii. The rules of evidence will not apply and no record of the proceedings will be made.
- viii. The grievors(s) and management person(s) affected by the case will fully participate in the proceeding with their respective labour relations representative(s).
- ix. The objective of the Mediator is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible. If no settlement is reached within thirty (30) days from the last meeting with the Mediator, the Mediator will give a non-binding recommendation based on the collective agreement provisions and how he/she would decide on the case if it were to proceed to arbitration.
- x. Mediation will take place at a site agreed to by the parties – normally at Union or management offices or at the workplace.
- xi. The parties will equally share the cost of fees and expenses of the Mediator.
- xii. Mediation awards will have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- xiii. A grievance may be removed from the Mediation process at any time prior to the hearing and forwarded to the standard Arbitration process.
- xiv. Following the mediation process, if no settlement is achieved, the parties may advance the grievance to the standard Arbitration process.
- xv. Following the mediation process, if no settlement is achieved, upon mutual agreement, the parties may, notwithstanding Article 11.03, request the mediator to arbitrate the grievance.

ARTICLE 12 DISCIPLINE AND RECORDS

- 12.01 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 investigating a matter that may result in disciplinary action at the level of suspension or discharge, or 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. The Union will provide their waiver form to employees who decline Union representation at that time.
- b) When called to an investigative or other meeting that may result in disciplinary action other than referenced above, 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 the employee and the appropriate number of Union executives. The employee may waive this condition once he has been apprised of his rights.
- c) In the event that a Union representative is required to meet with the Corporation to discuss a grievance, he will be granted a leave of absence and be paid the appropriate rate of pay.
- 12.02 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.
- 12.03 An employee's record will be made available to that employee upon reasonable notice twice in any calendar year. **A Union Representative may attend the viewing at the request of the employee.**
- Should an employee and/or a Union Representative choose to view their file it shall be done on their own time.**
- 12.04 The record of any disciplinary action, or any adverse notation shall not be referred to or used against an employee at any time after twelve (12) months following such action, unless the discipline is of a severe nature, in which case the record of the disciplinary action shall not be referred to or used against the employee at any time after twenty-four (24) months following such action.
- For the purposes of this article, discipline considered to be severe in nature would include conduct that results in disciplinary action at the level of a suspension for three (3) days or greater.
- 12.05 The Corporation will forward to the Union a copy of all posted Transit Bulletins issued for the duration of this Agreement.

ARTICLE 12 DISCIPLINE AND RECORDS (continued)

12.06 Public Complaints

- a) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to Brampton Transit within thirty (30) working days of the incident in question. If such a complaint is not received within the above time limit, the incident/complaint will not be considered for discipline. A photocopy will also be presented to a member of the Union Executive.
- b) Nothing herein will prevent Brampton Transit from interviewing employees concerning complaints. However, if there is the possibility of disciplinary action against an employee, the verbal complaint received must be followed by a written and signed complaint, sent by mail and received by Brampton Transit. In the case of an email complaint, the complainant must attend at Brampton Transit to sign their email complaint or send a written and signed complaint by mail to Brampton Transit.

ARTICLE 13 LOSS OF DRIVER'S LICENCE

- 13.01 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 unconditionally or for thirty (30) months duration, whichever comes first. This article shall not apply in cases where an employee who has completed his probationary period, and who requires a valid driver's licence loses his licence a second time (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).

If the employee recovers his licence unconditionally within thirty (30) months 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 13 LOSS OF DRIVER'S LICENCE (continued)

- 13.02 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 17 - Days and Hours of Work, clause 17.03.
- 13.03 If a leave of absence is granted under clause 13.01 above, or clause 13.05 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.
- 13.04 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.
- 13.05 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 thirty (30) months duration or until the employee recovers his licence unconditionally, 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. This article shall not apply in cases where an employee who has completed his probationary period, and who requires a valid driver's licence loses his licence a second time.
- 13.06 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 13.06.
- 13.07 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 17.07.

ARTICLE 13 LOSS OF DRIVER'S LICENCE (continued)

13.07 cont'd

- 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 effected employee, at the discretion of the Corporation.

ARTICLE 14 SENIORITY

14.01 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 Administrative Section of the Corporation's Transit Department.

14.02 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. The Corporation may extend the probationary period beyond nine (9) months with the understanding that such extensions will be communicated, in writing, to the employee and to the Union, and will include the reason(s) for extending the said probationary period. Reasons for proceeding with extension include but are not limited to the probationary employee's legitimate absence(s) from work during the nine (9) consecutive month probationary period. In situations where the sole reason for the extension has to do with the legitimate absence of the probationary employee from work, during the nine (9) consecutive month probationary period, the Corporation will extend said probationary period by an amount equal to no more than the time absent. 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)
 - i) Temporary employees shall not, under any circumstances, accumulate any seniority.
 - ii) Upon being hired as a Temporary employee he shall be placed in order of seniority, based on their date of hiring.
- 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.

ARTICLE 14 SENIORITY (continued)

14.02 cont'd

- d) **Upon being hired as full time, Temporary Operators shall be placed at the 2nd increment of Schedule 1. The Step progression will be completed as indicated in Schedule 1.**

14.03 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.

14.04 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.

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.

14.05 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 nine (9) consecutive months plus the number of days to the commencement of the next bid board period in any one work assignment. The duration of the position may be extended with mutual consent by the Union and the Corporation.

ARTICLE 14 SENIORITY (continued)

- 14.06 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.
- 14.07 a) 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.
- b) Notwithstanding 14:07 a) the executive board members will be the last to be laid off.
- 14.08 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.
- 14.09 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 15.02 is successful, he shall carry his existing seniority date with him into his new section.

ARTICLE 14 SENIORITY (continued)

14.09 cont'd

- 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 15 JOB POSTINGS AND TRANSFERS

15.01 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. Any vacant position shall be filled as soon as practicable. 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 15 sub-sections.

- a) The Corporation shall provide the Union with job descriptions, which include qualifications required, for all bargaining unit positions. (The provision of job descriptions will commence within the fourth quarter of the year 2007).

15.02 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.

Where an internal applicant is successful they will assume their new position as soon as practicable.

- 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 15 JOB POSTINGS AND TRANSFERS (continued)

- 15.03 Transfers, as a result of the bidding procedures, provided in paragraphs 15.01 and 15.02 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 two (2) months on their new job. Such employees shall be paid five percent (5%) below the job rates indicated in Schedule 1 during the training period. If, at any time during the two (2) 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, or may at the discretion of the Corporation, be temporarily assigned to the position the transferred employee could not satisfactorily perform.
- 15.04 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.
- 15.05 No employee may have more than one (1) successful bid, under this Article, in any twelve (12) month period.

ARTICLE 16 LEAVE OF ABSENCE - PERSONAL & UNION BUSINESS

- 16.01 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.
- 16.02 a) Leave of absence without pay and without loss of seniority will be granted to employees to attend functions and business of the Union, provided that such leave does not exceed a total of one hundred twenty (120) 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. The Union President, **Vice President and Financial Treasurer** time will not be included in the one hundred twenty (120) working man days.
- 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 at straight time for all hours taken including the Union President, **Vice President** and the **Financial Treasurer**.

ARTICLE 16 LEAVE OF ABSENCE - PERSONAL & UNION BUSINESS (continued)
16.02 cont'd

- c) For the purpose of calculating overtime for extra work performed, approved time off from regularly scheduled work granted under Article 16.02, shall be considered as time worked.
- 16.03
- a) The Corporation **shall grant the** representatives of the Union permission 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) **Union Representatives required to attend a meeting, related to a grievance under article 10, with the Employer will be relieved from duty or allowed a minimum of one (1) hour's pay at the appropriate rate, per meeting. An employee who has been requested to attend a third step grievance, whose attendance has been mutually agreed to by the parties, shall be relieved from duty or be paid for the time while in attendance at the meeting.**
 - c) If the settlement of a grievance is not accomplished at Step 3, 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.
- 16.04
- 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 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.
- 16.05 The Corporation recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Corporation shall allow leave of absence, without pay and without loss of benefits, so that the employee may be a candidate in federal, provincial or municipal elections.

ARTICLE 16 LEAVE OF ABSENCE – PERSONAL & UNION BUSINESS (continued)

16.06 A pregnancy/parental leave of absence shall be granted in accordance with Corporate Policy.

Effective January 1, 2012 (pregnancy leave or parental leave must begin January 1, 2012 or after for below to apply)

PREGNANCY/PARENTAL LEAVE SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)

Effective the date of approval by Human Resources Services and Development Canada, an employee who is on pregnancy leave or parental leave as provided under Corporate Policy and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be the equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements.

All payments shall commence following receipt by Payroll of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments shall commence following the two week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental leave benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. Such SUB payments for pregnancy leave or parental leave do not include any waiting periods.

ARTICLE 17 DAYS AND HOURS OF WORK

17.01 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.

17.02 a) Clerical Employees

The work week for clerical employees shall normally consist of five (5) days, from Monday to Sunday, during which clerical employees shall normally work 40 hours based on a schedule consisting of variable days and hours of work during the work week.

b) i) Maintenance Personnel

The work week for maintenance personnel shall normally consist of five (5) days, from Monday to Sunday, during which maintenance personnel shall normally work forty (40) hours based on schedules of work that are posted every three (3) calendar months, in accordance with the bidding procedure, consisting of variable days and hours of work during the work week. The schedules shall be posted for bidding two (2) weeks prior to the implementation of the new schedules.

ARTICLE 17 DAYS AND HOURS OF WORK (continued)

17.02 cont'd

- 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) Operators
The work week for Operators shall normally consist of five (5) days, from Monday to Sunday, during which Operators shall normally work a minimum of 40 hours based on a work schedule consisting of variable days and hours during the work week.
 - ii) Working crews will be drawn up by the Business Strategies 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) Notwithstanding the above, the parties agree that separate sign-ups shall be posted for the Christmas/New Years period, when a two (2) week selection shall be made. Vacation quotas shall be adjusted accordingly during this period to reflect service/workforce requirements.
 - v) A schedule of tentative implementation dates will be given to the Union in September of each year for the following year. A schedule for bidding and the seniority list will be posted at the time of crew posting.
 - vi) 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 bid for their work schedules as per their seniority.
 - e) The work day shall be defined as the day on which the shift begins.
- 17.03 If, prior to the conclusion of the schedule under Clause 17.02 above, the hours of a run are reduced (with the exception of the Christmas bid board period as described above), 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 17 DAYS AND HOURS OF WORK (continued)

17.04 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 shall receive, in lieu of coffee breaks, a **payment in total to their current hourly rate of pay, per schedule 1, times 13.85 hours annually effective December 1st, 2011, 14.10 hours annually effective December 1st, 2012, 14.5 hours annually effective December 1st, 2013 and 15 hours annually effective December 1st, 2014** in the first pay period in December. The coffee break payment will be calculated on the basis of active employment i.e. for every month of inactive employment the payment will be reduced by 1/12th. For the purposes of this clause, inactive does not include employees on annual vacation, union business, bereavement or jury duty leave.
- 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 or retires, 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.

17.05 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.

The Corporation acknowledges that under normal circumstances employees are to be relieved for their scheduled lunch breaks, however in emergency situations (i.e. inclement weather, schedule deviations, etc.) employees shall be required to continue with their duties and shall be given a break at the earliest opportunity.

17.06 For purposes of overtime calculation, the work week shall start on the Monday shift.

17.07 Phone-In and Reporting Time

- a) In the interest of providing continuity of service to our passengers, employees who are unable to report for work at their normal time, are requested to provide as much notice as possible so that the Corporation can maintain its operational requirements. In reporting inability to report to work, employees shall advise dispatch at least **one (1) hour** 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

ARTICLE 17 DAYS AND HOURS OF WORK (continued)

17.07 a) cont'd

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 11:00 p.m. on the day prior to the day of estimated return if normally scheduled to report at noon or after that same day.

c) Maintenance:

An employee returning to work after an absence is required to advise his immediate supervisor as follows:

By 4:30 pm on the day prior to his return where he is normally scheduled to report to work by noon.

By 10 am on the day of his return where he is normally scheduled to report to work at 4:30 pm or after.

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.

ARTICLE 18 OVERTIME REGULATIONS

18.01 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 forty (40) 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.

ARTICLE 18 OVERTIME REGULATIONS (continued)

18.02 In instances where such work is permitted under the *Employment Standards Act*, 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.

18.03 There shall be no pyramiding of premiums.

18.04 Meal Allowance

- a) An employee, other than an operator, shall receive, in lieu of meal allowances, an annual meal break lump sum payment by December 1st. The meal allowance will be calculated on the basis of active employment i.e. for every month of inactive employment the payment will be reduced by 1/12th. For the purposes of this clause, inactive does not include employees on annual vacation, union business, bereavement or jury duty leave.

Effective December 1, 2010, the meal allowance lump sum payment shall be four hundred dollars (\$400).

- 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 another classification within the department or retires. He shall be entitled to a prorated amount based on the number of months of employment during the preceding twelve (12) months.

18.05 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 one (1) round trip 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.

- i) Article a) above does not apply to operators working overtime when his/her relief operator does not show up, unless such operator agrees to continue on.

- 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.

ARTICLE 18 OVERTIME REGULATIONS (continued)

18.05 cont'd

- 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".
- 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 (f) 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 (f) herein.
 - iii) For clarity, it is further agreed that in the application of 18.05 (a) the two (2) hour minimum guarantee does not apply.

ARTICLE 18 OVERTIME REGULATIONS (continued)

18.05 cont'd

- 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 standby period. If the employee is required to work during the standby period, while waiting for the original overtime assignment, he shall not refuse and shall be paid an overtime rate if applicable, for the time that he worked. The original overtime assignment shall not be altered without the consent of the employee.
- 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.
- j) In the case where an employee is working a full crew while on overtime, he shall be paid the full crew value less spareboard.**

18.06 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.
- 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.
- e) Maintenance employees may request to bank up to sixteen (16) hours in lieu of overtime payment, for each twelve (12) month period, which must be taken prior to June 30th of each year. The employee will be granted a mutually acceptable date for observance of his day off. Lieu time not used after June 30th shall be paid out.

ARTICLE 19 SUNDAY SERVICE

19.01 An employee who is scheduled to work on 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 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 in the Operations Section shall receive a shift premium of **seventy cents (\$0.70)** 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. Hours worked on an overtime basis shall not qualify for shift premium.

Effective July 1, 2013, the shift premium for Operators shall be seventy-five cents (\$0.75).

c) Maintenance employees shall receive an afternoon shift premium of **one dollar and twenty cents (\$1.20)** per hour for all hours worked on a regularly scheduled full shift which commences at or after 3:00 p.m. on a given day or prior to midnight on a given day. Hours worked on an overtime basis shall not qualify for shift premium.

Effective July 1, 2013, the shift premium for Maintenance employees shall be one dollar and twenty-five cents (\$1.25).

d) Maintenance employees shall receive a night shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked on a regularly scheduled full shift which commences at or after 12:00 midnight on a given day or prior to 3:31 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 that extends beyond twelve (12) hours, a premium of straight time shall be paid for any hours in excess of twelve (12), regardless of any rates of pay or premiums received for hours worked. Only regular scheduled work hours will be eligible for the split shift premium.

20.03 Technical Advisor Premium (for licensed mechanics)

a) Technical Advisor opportunities will be posted internally within the maintenance section for a duration of five (5) days.

b) Applicants will be interviewed for the Technical Advisor opportunity provided they have been employed within Brampton Transit, as a mechanic, for a period of at least twenty-four (24) months, and are in good standing.

ARTICLE 20 SHIFT PREMIUM (continued)
20.03 cont'd

- c) Selection of the successful candidate, for the Technical Advisor premium, will be based on related experience, skills, and qualifications, as determined through testing and interviewing.
- d) Where the experience, skills, and qualifications are relatively equal, seniority will be the determining factor for selection.
- e) The successful candidate will be paid a Technical Advisor premium of one dollar & fifty cents \$1.50 per hour.
- f) The technical advisor opportunity is shift specific. Once a successful candidate for a Technical Advisor is selected for a specific shift they must remain on that shift in order to remain a Technical Advisor and receive the premium.

ARTICLE 21 CLOTHING

21.01 With respect to persons employed as Bus Operators:

Temporary Operators

Employees who have been hired as temporary shall be entitled to four (4) shirts, three (3) golf shirts, two ties, and one (1) sweater. An all weather winter jacket will be provided to temporary operators who are employed as of October 1st.

21.01 a) Full-time Operators

- i) A dollar amount of \$620 will be allocated to each full-time non-probationary employee every January 1st which will be converted on the basis of a ratio of 1 dollar = 1 point.
- ii) Probationary employees will receive 620 points upon completion of their probationary period and will make their selection of articles at that time. Probationary employees who complete their probation after October 1st shall have their points pro-rated for the balance of that calendar year.
- iii) Employees shall select clothing from the available selection.
- iv) Each choice would result in a deduction of points equal to the listed dollar value plus pst (i.e.: shirt costing \$28.50 would be 31 points)
- v) Points are deducted once the order is submitted and not on receipt of goods. Deadlines for submission of orders must be adhered to.
- vi) An operator cannot have a carryover in excess of 100 points. On December 31st of each year any point balances greater than 100 will be automatically reduced to 100.
- vii) An operator must utilize their points to secure a complete proper uniform in order to be presentable at work. If an operator lacks a piece of clothing which makes up the proper uniform due to improper use of points, the operator may be required to purchase the necessary items out of pocket.

ARTICLE 21 CLOTHING (continued)

21.01 a) cont'd

- viii) In order to secure the proper uniform an operator must include as part of their point use of clothing 2 pair of pants and 3 shirts each year **for each of their first two (2) years of issue as a full time employee.**
- ix) In cases of hardship such as in situations where there are insufficient points to replace an article that is worn out sooner than expected, despite proper use of points, the operator can request a replacement item from the Supervisor of Training or designate. Determinations would be made on a case-by-case basis.
- b) Pants are to be supplied with pleats at the employee's option when requested. Female operators will have the option between pants or skirts. Operators with allergies to certain materials will be given an option of another material.
- c) 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.
- d) 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.
- e) The wearing of jackets and ties is optional to the employees.
- f) 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.
- g) 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 **four hundred dollars (\$400)**, provided receipts are submitted. This allowance is payable one time per pregnancy.
- h) 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.
- i) **Shorts will be part of the operators clothing selection.**

ARTICLE 21 CLOTHING (continued)

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, and mechanics. The winter jacket and windbreaker shall be replaced every two (2) years after the initial issuance. **Facilities Helpers, Utility Persons and Millwrights shall receive insulated snow pants/bib, a matching winter parka, wind breaker and waterproof boots.** The winter jacket and windbreaker shall be replaced every two (2) years after the initial issuance. **The snow pants/bib and a matching winter parka will be replaced when required, at the discretion of management.**
- 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) 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
- e) 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, five (5) shirts and three (3) pairs of shorts (The term shorts refers to Mechanics and GSP's only), **one (1) toque and one (1) baseball cap.** Each calendar year thereafter employees will be issued three (3) pairs of pants, three (3) pairs of shorts (The term shorts refers to Mechanics and GSP's only) and five (5) shirts annually, normally in July. Once supplied, an employee must wear the authorized uniform when on duty.
- f) 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.
- g) The wearing of shorts will only be allowed when the employee is wearing coveralls over the shorts. **Shorts will only be issued to Maintenance employees who are required to regularly wear coveralls to perform the duties of their classification**

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 **Effective 2012, each mechanic in such job shall receive a Tool Allowance of 1.25% of annual rate of pay of the previous year as per Schedule 1. Payment shall be made no later than December 1st that year.** The tool allowance will be calculated on the basis of active employment i.e. for every month of inactive employment the allowance will be reduced by 1/12th. However, an employee leaving the position of mechanic prior to December 1st for reasons other than retirement or transfer within bargaining unit is not entitled to any Tool Allowance. For the purposes of this clause, inactive does not include employees on annual vacation, union business, bereavement or jury duty leave.

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 a) Entitlement for annual vacation shall be based upon the length of continuous service with the Corporation on December 31st in the vacation year and will be accrued from the period of July 1st to June 30th. A temporary employee's

ARTICLE 24 VACATION PLAN (continued)

24.02 a) cont'd

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.

- b) Notwithstanding article 24.02 a) upon completion of 10 years service with the Corporation, an employee shall be permitted to request once in every 5 year period, a carryover of 1 week vacation to be used in the next vacation year, provided the employee gives notice of their intention by September 1st prior to the bid selection.

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 employee's regular base hourly pay rate 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 employees. A vacation day shall consist of one (1), eight (8) hour working day for employees. Vacation pay shall always be paid on the basis of an employee's base hourly pay rate current at the time vacation entitlement is taken. Notwithstanding the above an employee being accommodated shall be pro-rated.

- i) Employees with less than one (1) year of continuous service as of December 31st 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 December 31st 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.
- iii) Employees with two (2) but less than **eight (8)** years of continuous service as of December 31st of any year shall receive a vacation of fifteen (15) working days and shall be paid 120 hours at the employee's regular current base hourly pay rate.

ARTICLE 24 VACATION PLAN (continued)

24.03 b) cont'd

- iv) Employees with **eight (8)** but less than **fifteen (15)** years of continuous service as of December 31st of any year shall receive a vacation of twenty (20) working days and shall be paid 160 hours at the employee's regular current base hourly pay rate. 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 July and August, **March Break week (as per Peel District School Board) and Christmas Week**
- v) Employees with **fifteen (15)** but less than twenty-four (24) years of continuous service as of December 31st of any year, shall receive a vacation of twenty-five (25) working days and shall be paid 200 hours at the employee's regular current base hourly pay rate. 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 July and August, **March Break week (as per Peel District School Board), and Christmas Week**
- vi) Employees with twenty-four (24) years or more of continuous service as of December 31st of any year, shall receive a vacation of thirty (30) working days and shall be paid 240 hours at the employee's regular current base hourly pay rate. 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 July and August, **March Break week (as per Peel District School Board), and Christmas Week**

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.

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.

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 seniority within the bargaining unit, 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.

ARTICLE 24 VACATION PLAN (continued)

24.08 Vacation Planner

- a) The Vacation Planner shall be posted on the bulletin boards at least (2) two weeks prior to the commencement of the Bidding Procedure. Each employee shall select his vacation in order of seniority in accordance with the sign-up schedule beginning the first Monday in November and shall be completed in one week. If any changes are required 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 schedule of bidding will be posted along with a seniority list. Each employee will be notified of the day and time period on which he has to bid in order of seniority. The bidding process shall be overseen by two (2) representatives of the Union. If an employee fails to bid on his scheduled day he shall be by-passed and can bid as soon as he is available to do so from the remaining weeks.
- c) 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.

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

24.10 a) During July and August of each year, the Corporation will allow a minimum of **fifty-eight (58) Operators for all garages** to take vacation in any one week.

- b) i) The requirements of the Maintenance Section Seniority Clause 14.01 (ii) shall govern the vacation allotment by classification in the section.
- ii) However, for the purposes of this clause and the selection of vacation, Mechanics (which includes those receiving the Technical Advisor and Lead Hand Premium) shall be considered as a single classification. Within the Maintenance section, vacation will be allowed as follows **per existing facility**:

Mechanics: The Corporation will allow a minimum of four (4) persons off at any one time, regardless of whether the time off is for vacation, lieu day or floater day.

General Service Persons: The Corporation will allow a minimum of four (4) persons off at any one time, regardless of whether the time off is for vacation, lieu day or floater day.

ARTICLE 24 VACATION PLAN (continued)

24.10 b) cont'd

Facilities Positions (including Millwright): The Corporation will allow a minimum of two (2) persons off at any one time, regardless of whether the time off is for vacation, lieu day or floater day.

Stockroom Positions: The Corporation will allow a minimum of one (1) person off at any one time, regardless of whether the time off is for vacation, lieu day or floater day.

Maintenance Clerks: The Corporation will allow a minimum of one (1) person off at any one time, regardless of whether the time off is for vacation, lieu day or floater day.

Electronic Technicians: The Corporation will allow a minimum of one (1) person off at any one time, regardless of whether the time off is for vacation, lieu day, or floater day. For the purposes of this classification, all facilities are treated as one combined facility.

Tire Technicians: The Corporation will allow a minimum of one (1) person off at any one time, regardless of whether the time off is for vacation, lieu day, or floater day. For the purposes of this classification, all facilities are treated as one combined facility.

- iii) Saturday and Sunday will not be in accordance to Article 24.10 b) i) and 24.10 b) ii).
- iv) Up to one week of vacation can be taken as single day vacation allotment provided the terms of article 24.10 b) are adhered to and provided two (2) weeks notice is given prior to the vacation day off.
- c) The Transit Information, Customer Service Clerks may take up to one week of vacation as single days provided the terms of Article 24.06 are adhered to and provided two (2) weeks notice is given prior to the vacation day off.

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.

ARTICLE 24 VACATION PLAN (continued)

24.11 cont'd

- 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 HOLIDAYS25.01 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 eight (8) hours at the employee's regular rate for the following holidays:

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

- b) For each twelve (12) month period there shall be, in addition to the above named holidays, two (2) "floating holidays", the observance of which is to be determined by mutual agreement between the employee and the Corporation. Employee's written request 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 minimum of **5 Operators per day, except July and August which will be 4 Operators per day, at the Clark Facility and 7 Operators per day, except for July and August which will be 6 Operators per day, at the Sandalwood Facility** to be granted the day off for both floating holidays and lieu days. Therefore, the Operation employees making application first shall receive the day. All requests for floating holidays and lieu days, as per Article 25.05, submitted on the same day will be processed at 16:30 hours on the day of submission, according to seniority. All floating holidays must be taken before June 30th of each year. New employees will be entitled to a floating holiday if they have completed probation prior to June 30th.

ARTICLE 25 PAYMENT FOR HOLIDAYS (continued)

25.01 cont'd

- 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.
- c) When Boxing Day falls on a Sunday, it shall be observed on the following Monday.
- d) Canada Day will be observed on the day designated by the City. If Canada Day falls on a Saturday or Sunday, it shall be observed on the Friday prior to, or on the Monday following, the weekend on which Canada Day falls, at the discretion of the Corporation.
- e) New Years Day shall be observed on the day designated by the City. If New Years Day falls on a Sunday it shall be observed on the Friday prior to, or the Monday following, the weekend on which New Years Day falls, at the discretion of the Corporation.

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.

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 17, 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) On Easter Monday and Remembrance Day employees will be required to work their regular scheduled crew hours.
- c) For operations personnel, work on the holiday excluding Easter Monday and Remembrance Day 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.

ARTICLE 25 PAYMENT FOR HOLIDAYS (continued)

25.04 c) cont'd

- 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) For all statutory holidays excluding Easter Monday and Remembrance Day, 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 based on the number of statutory holidays worked. When the number of statutory holidays worked are equal, then by seniority. 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. Section 25.04 a), c) and d) are applicable to all statutory holidays.
 - v) Any new full time employees starting in the new year (after Jan 1st) shall be placed on the list with days equal to the highest accumulated days at the date of hire.
- d) For Maintenance Personnel, work on a holiday excluding Easter Monday and Remembrance Day shall be offered on a rotating basis, commencing in order of seniority on the first holiday of each year, to employees in affected classifications. On Easter Monday and Remembrance Day employees will be required to work their regular shift scheduled hours.
 - e) 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.

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 not be required to report to work prior to any court proceedings commencing prior to noon. 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 five (5) hours. Such employee shall work the balance of his shift or be assigned work for the balance of work hours scheduled at the discretion of the Corporation.
- 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) Upon the death of an immediate family member, the employee is responsible to contact their supervisor to inform them of their need for Bereavement Leave.
- b) The Corporation will extend five (5) working days for immediate family. "Immediate family" is defined as the employee's:
- | | | |
|-------------------|------------------------------|---------------|
| Spouse | Parents/ Step Parents | Grandparents |
| Common-Law Spouse | Children/Step Children | Grandchildren |
| Same-sex Partner | Sisters/Brothers | |
- c) The Corporation will extend three (3) working days in the event of a death of an employee's:
- | | |
|-------------------|---------------------|
| Parent-in-law | Step brother/sister |
| Step-Grandparents | Step-Grandchildren |
- d) The Corporation will extend one (1) working day in the event of a death of an employee's:
- | | | |
|-----------------|----------------------|------------|
| Brother-in-law | Sister-in-law | Son-in-law |
| Daughter-in-law | Spouse's Grandparent | |

ARTICLE 27 BEREAVEMENT PAY (continued)
27.01 cont'd

- e) Employees may request additional leave without pay.
- f) The Corporation may require proof of death under the provisions of this Article.

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 and Global Medical Assistance.
- 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 four (4) 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 \$2,000.00 lifetime maximum and

Major Restorative 50/50 co-insurance with \$1,500.00 maximum per person annual limit.

2011 O.D.A Fee Schedule – effective January 1, 2012
2012 O.D.A Fee Schedule – effective January 1, 2013
2013 O.D.A Fee Schedule – effective January 1, 2014
2014 O.D.A. Fee Schedule – effective January 1, 2015

- e) Vision Care Plan – equivalent to Blue Cross

Effective January 1, 2012:

\$425/24 (Can also be used towards Laser Eye Surgery and Eye Examinations)

Employees will be reimbursed 100% towards the cost of laser eye surgery to a maximum of up to \$425 (a one-time combined total of \$850.00) upon submission of original receipts. Please note further vision care claims will not be allowable for 48 months following the date of laser eye surgery.

ARTICLE 28 INSURANCE (continued)

28.01 e) cont'd

Effective January 1, 2014:**\$450/24 (Can also be used towards Laser Eye Surgery and Eye Examinations)**

Employees will be reimbursed 100% towards the cost of laser eye surgery to a maximum of up to \$450 (a one-time combined total of \$900.00) upon submission of original receipts. Please note further vision care claims will not be allowable for 48 months following the date of laser eye surgery.

- f) Hearing Test - \$45 for hearing aid test for employees every 3 years
- g) If the Corporation changes carriers for health and medical benefits, coverage shall be equivalent to the coverage outlined above. The Corporation will provide the Union with a copy of the contract with carrier of benefits.
- h) Any member who retires prior to age 65 shall have their health benefits, per the current Collective Agreement 100% paid for by the Corporation provided they are 55 years of age or older, and retire after at least 10 years working for the Corporation directly preceding retirement, and are in receipt of an OMERS pension. Members who qualify for the early retirement benefit will receive the health benefits for ten (10) years from the date of retirement or until they achieve age 65, whichever comes first.

The 100% coverage of health benefits for spouses would continue after death of the qualifying Employee for spouses and dependents, to the end of the year in which the retired Employee would have turned 65, or the end of year in which the spouse turns 65, or immediately upon the spouse remarrying, whichever occurs first.

28.02 The Corporate Employee Assistance 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.

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.

ARTICLE 29 PENSIONS (continued)

29.02 Normal retirement is on the employee's sixty-fifth (65th) birthday or if requested by the employee, to the end of the month.

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.

i) Accrued sick leave credits may only be used upon the completion of the required probationary period.

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) The expense of the above referenced certificate and those required to authorize the return to work of employees absent on WSIB and/or LTD will be borne by the employee. Any other certificates requested by the Corporation will be paid for by the employee and the Corporation will reimburse the employee upon presentation of proof of payment.

c) In its administration of the phrase "frequent absences", as used in the above paragraph a), 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 The parties agree to abide by the Transitional Work Program Policy.

ARTICLE 30 SICK LEAVE PLAN (continued)

30.04 The Corporation agrees to abide by the Brampton Transit Transitional Work Policy, as may be amended.

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 *Workplace Safety and Insurance Act*.

31.02 The Corporation recognizes that its employees may be subject to verbal and/or physical abuse from members of the public. The Corporation shall take reasonable and positive action when advised of abuse issues to correct these abuse concerns.

Where an employee is absent from work by reason of a serious injury as a result of a physical assault while on duty, the Corporation shall pay the difference between his/her regular salary and the benefit amount received from WSIB provided that all of the following conditions are met:

- The assault must result in the employee being admitted for stay in a hospital
- The assault could result in the assailant being charged with a criminal offence for the act
- An award is made by the WSIB for the injury

When the above conditions are met, the Corporation shall pay the difference between his/her regular salary and the benefit amount received from WSIB, provided that this difference shall only be paid while the employee is in the employ of the Corporation.

ARTICLE 32 SAFETY

32.01 There shall be a Safety Committee, comprised of four (4) representatives of the Corporation and four (4) 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.

The Safety Committee will be guided by a terms of reference. The Corporation shall act in accordance with the *Occupational Health and Safety Act*.

32.02 The Corporation acknowledges that operators are responsible for the safe operation of their buses and it is expected that all operators will comply with the *Highway Traffic Act* and the Corporation policies and procedures will reflect support for this safety matter.

ARTICLE 33 TRAINING

- 33.01 a) 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 twenty (20) working days duration.
- b) The Corporation shall provide and pay for the air brake endorsement training course without loss of regular wages for all Transit employees that require a “Z” endorsement. Prior to any new equipment being introduced or changes to refresher training, the Corporation will meet with the Union to discuss appropriate training. Where such refresher training is required a minimum of two (2) weeks notice will be provided to the employee, unless the employee consents to accepting the training with less notice.
- c) The Corporation will reimburse each employee, required to drive as part of their duties, up to **one hundred (\$100)** dollars every three years to cover the cost of one medical examination that may be required by the Ministry of Transportation of Ontario. The employee will be required to produce evidence of payment.
- 33.02 The Corporation will invite all operators and maintenance personnel to indicate their desire to assist in the training of new operators and maintenance employees for the purpose of receiving instruction and assignment. Acceptable trainer/operators and maintenance personnel shall be required to provide such training assistance when assigned. Notwithstanding the foregoing, Management may require any operator or maintenance employee to assist in training.
- a) 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.
- b) Maintenance personnel assigned by Management to assist in the training of other employees for a period of one (1) week or more 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.
- 33.04 The Corporation will provide training to the Mechanics and other Maintenance employees on new equipment, vehicles, tools and technology as per the manufacturers training modules, in order to meet the operational needs of the section. Employees who require Province of Ontario certification in the various motor vehicle repair fields will be reimbursed by the Employer for 100% of the certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.
- 33.05 Full time regular employees are eligible to participate in the Corporation’s Educational Assistance Program as per the Corporation’s Professional Development policy which is subject to change.

ARTICLE 34 APPRENTICESHIP PROGRAM FOR MOTOR VEHICLE MECHANIC

- 34.01 The Corporation may hire an employee in an apprenticeship program for Motor Vehicle Mechanics. 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.
- 34.02 Apprentices will be covered by the terms of this collective agreement except as modified in Article 34.
- 34.03 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.
- 34.04 Notwithstanding the provisions contained in 34.03, 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 14.06, Seniority.
- 34.05 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.
- 34.06 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.
- 34.07 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.
- 34.08 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.

ARTICLE 34 APPRENTICESHIP PROGRAM FOR MOTOR VEHICLE MECHANIC
(continued)

- 34.09 While in the apprenticeship program, apprentices shall not be permitted to apply for job postings.
- 34.10 The apprentice is responsible for the payment of any and all application/licence fees related to the apprenticeship program.
- 34.11 Tool Allowance
An apprentice's tool allowance shall not be paid in full as per Article 22 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

ARTICLE 35 BULLETIN BOARDS

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

ARTICLE 36 LOST AND FOUND ARTICLES

- 36.01 Lost and found articles will be turned in, accompanied by a claim form, to the dispatch offices. After thirty (30) days, if the articles have not been claimed, the employee who turned it in, will be given first opportunity to redeem the articles.

ARTICLE 37 TENDERING OF BUSES

- 37.01 a) Prior to tendering for new buses, 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.
- b) In the event that management and the Union believes that there is a better operators seat available on the market an investigation will take place. If the investigation reveals that this particular seat is better, the Union and the Corporation will enter into an agreement through a letter of understanding to purchase said seat on a trial basis. If it is determined that the trial seat is better in quality and comfort then an agreement will be made to purchase these seats for future bus purchases.

ARTICLE 38 CREDIT UNION DEDUCTIONS

38.01 The Corporation will, upon receipt of proper authorization from any employee in the bargaining unit, provide payroll deductions for any Canadian banking institution at members request in accordance with the agreement with that Credit Union or banking institution.

ARTICLE 39 CLASSIFICATIONS AND RATES OF PAY

39.01 Classifications and rates of pay are as set forth in Schedule 1, which is attached to, and forms part of, this Agreement.

39.02 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 1.

39.03 a) If the Union does not agree with the rate of pay for a new classification established in accordance with clause 39.02 above, the President of the Union may lodge a grievance, commencing at Step 3 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 1 for comparison purposes when determining such adequacy.

39.04 In the event the Corporation decides to introduce an out-of-schedule rate (A wage rate that is in excess of that indicated in Schedule 1) for an existing job classification, the union and affected employees shall be notified.

ARTICLE 40 PAY DAYS

40.01 Employees shall be paid by direct deposit on alternate Thursdays.

40.02 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.

40.03 **The Corporation agrees to adjust all pay errors in excess of 4 hours pay, which are the fault of the Corporation, at the applicable rate within a 48 hours period 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 40.02 applies.

ARTICLE 41 DURATION

- 41.01 This Agreement shall be in effect until **June 30, 2015** 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, 2016** and so on from year to year thereafter.
- 41.02 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, 2015** or any succeeding anniversary date.
- 41.03 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.

ARTICLE 42 LETTERS OF UNDERSTANDING

- 42.01 **Letters of Understanding negotiated and signed by both parties (that being the President of the Amalgamated Transit Union and the Director of Human Resources or his delegate) form part of the Collective Agreement for the duration of the Collective Agreement and are subject to the grievance procedure as of the date of the letter. All letters of understanding expire on the expiry date of the Collective Agreement.**

This agreement was reached between the following bargaining committees on September 21, 2011 and was ratified by the Union membership on September 28, 2011 and by City Council on October 12, 2011.

FOR THE CORPORATION:

FOR THE UNION:

Michael Pitoscia
Manager, Labour Relations

Larry Jodouin
President, Business Agent

Suzanne Connor
Executive Director, Transit

Reinhard Rieder
Member, Negotiating Committee

Jane Metras-Smith
Senior Advisor, Labour Relations

Al Mackevicius
Member, Negotiating Committee

Louise More
Labour Relations Advisor

Lynn Farquharson
Member, Negotiating Committee

Peter Alder
Senior Manager, Operations

Jason Capp
Member, Negotiating Committee

Alex Milojevic
Senior Manager, Business Strategies

Gayle Capp
Member, Negotiating Committee

Alan Grocott
Manager, Maintenance

John Falkenstein
Member, Negotiating Committee

Duly executed in the City of Brampton by the parties hereto this XX day of XX 2011.

FOR THE CORPORATION:

Susan Fennell, Mayor

Deborah Dubenofsky,
City Manager

Peter Fay, City Clerk

Document execution authorized by
By-Law 292-2011

FOR THE UNION:

Larry Jodouin, President/Business Agent
ATU, Local #1573

Reinhard Rieder
Vice-President

Al Mackevicius
Member, Negotiating Committee

Lynn Farquharson
Member, Negotiating Committee

Jason Capp
Member, Negotiating Committee

Gayle Capp
Member, Negotiating Committee

John Falkenstein
Member, Negotiating Committee

Schedule 1**CLASSIFICATIONS AND HOURLY RATES OF PAY**

		Effective <u>01-Jul-11</u> 2.0%	Effective <u>01-Jul-12</u> 2.0%	Effective <u>01-Jul-13</u> 2.0%	Effective <u>01-Jul-14</u> 2.0%
Mechanic		\$35.72	\$36.43	\$37.16	\$37.90
Operator – Full-time		\$30.00	\$30.60	\$31.21	\$31.83
Third 4 months	10% less	\$27.00	\$27.54	\$28.09	\$28.65
Second 4 months	15% less	\$25.50	\$26.01	\$26.53	\$27.06
First 4 months	20% less	\$24.00	\$24.48	\$24.97	\$25.47
Stockkeeper/Buyer		\$30.00	\$30.60	\$31.21	\$31.83
Utility Person		\$27.93	\$28.49	\$29.06	\$29.64
Facilities Helper		\$25.61	\$26.12	\$26.64	\$27.17
General Serviceperson (Class “C” Licence)		\$25.61	\$26.12	\$26.64	\$27.17
Maintenance Clerk		\$25.61	\$26.12	\$26.64	\$27.17
Labourer		\$25.07	\$25.57	\$26.08	\$26.60
Transit Information Clerk		\$25.07	\$25.57	\$26.08	\$26.60
Customer Service Clerk		\$25.07	\$25.57	\$26.08	\$26.60
Millwright		\$32.27	\$32.92	\$33.58	\$34.25
Tire Technician		\$30.30	\$30.91	\$31.53	\$32.16
Transit Electronic Technican		\$34.36	\$35.05	\$35.75	\$36.47
Operator Training Rate		\$20.00	\$20.48	\$20.97	\$21.47

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.

A Lead Hand premium rate of two dollars (\$2.00) per hour will be paid when an employee is assigned to lead hand duties within an applicable clasification.

Letter #1

Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)

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.
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 (1-1/4) 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. **If applicable, during the weeks in which a paid holiday occurs, employees will receive either the eight (8) or ten (10) hours, depending on shift scheduled, of holiday pay.**
9. 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

Michael Pitoscia, Manager
Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #2

Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)

Re: Minimum Number of Straight Crews

The parties agree that in the interest of preserving desirable working conditions the Corporation shall endeavour to provide as many straight crews as operationally cost effective.

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 regular sign-up periods, commencing in **January 1, 2012, for all garages**, the Corporation will post a minimum of **150** straight crews. Of these **150** crews, **100** 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.

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

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia, Manager
Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #3

Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)

Re: Employees Temporarily Assigned to Non-Bargaining Unit Positions (Pilot Program)

When the Corporation elects to temporarily assign employees to non-bargaining unit positions, it shall:

1. In consultation with the Union, establish minimum qualifications for each position. Minimum qualifications will include: performance factors such as attendance, disciplinary record, customer relations abilities and the ability to teach; and technical qualifications such as experience, education and credentials;
2. Post the request for expressions of interest along with the established minimum qualifications for a period of not less than five (5) days;
3. Receive applications outlining how candidates meet or exceed the minimum qualifications;
4. Conduct interviews with a Human Resources Representative in attendance;
5. Temporarily assign the most senior applicant to the position if they meet the minimum qualifications;
6. Rotate qualified applicants on the basis of seniority if the most senior applicant has previously been temporarily assigned to the position;
7. Upon request, meet with unsuccessful applicants for the purpose of relating the reasons why the applicant was not successful and relate recommendations for improvement;

Where employees are temporarily assigned to a non-bargaining unit position, the Union agrees that LTD coverage will remain in place for the period of the temporary assignment.

The parties agree to discuss, prior to September 2013, the Corporation's practice with regards to the temporary assignment of employees to non-bargaining unit positions.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia, Manager
Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter # 4

Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)

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, 2011 to June 30, 2015**.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia, Manager
Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #5

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: ATU Financial Treasurer Working Part-time on Union Business

The following procedure will be used in order to facilitate the Financial Treasurer of ATU local #1573 to work part-time on Union business:

1. The Corporation will provide the Union Financial Treasurer with a spareboard crew. This crew will be four (4) hours in length with the time to be determined by mutual agreement. If the Union Financial Treasurer is away from work for any reason, this piece of work will not be filled. The creation of this work assignment for the Union Financial Treasurer will not become the subject of a grievance. It is also agreed that this piece of work will no longer exist if the Financial Treasurer decides not to work part-time on Union business;
2. The Union Financial Treasurer will continue to be a full-time employee working for the Corporation however, he will be working half time (4 hours) on Union Business;
3. The second four (4) hours of the Financial Treasurers shift constitutes Union leave time as indicated in 16.02. The Union shall reimburse the Corporation at straight time for all hours taken.
4. The Financial Treasurer's benefits and OMERS will continue uninterrupted;
5. For the purposes of extra work, it is agreed that the Financial Treasurer will have completed an eight (8) hour shift therefore the rules and regulations of overtime as defined in article 18.01, 18.02 and 18.03 will apply. The Corporation will not be paying an overtime premium if the Financial Treasurer works more than four (4) hours of Union Business;
6. Sick Leave, Vacation, Floaters and Lieu days will continue to accrue, use and payout as it would regularly if Financial Treasurer was working his regular hours; and
7. With regard to working statutory holidays, the piece of work allocated to the Financial Treasurer will be cancelled and if he desires to work, Article 25 – Payment for Holidays will apply. The Union Leave is not applicable on statutory holidays. Therefore, if the Financial Treasurer is performing Union Business, he will not be entitled to double time for all hours worked.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, A.T.U. Local 1573**

Date

Letter #6

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

Re: Written Consents Under the *Employment Standards Act* (“ESA”)

The parties agree that it is desirable to avoid the need to have employees sign written consents indicating their willingness to work additional hours when the employees are agreeable to working these hours or when the hours otherwise comply with collective agreement provisions. As bargaining agent, the Union therefore consents in writing to the following terms on the employees' behalf:

1. In accordance with Section 17(2) of the ESA, the Union consents to employees working in excess of 48 hours per week, to a maximum of 60 hours per week, subject to Article 18 (Overtime Regulations) of the Collective Agreement.
2. In accordance with Section 17(2) of the ESA, the Union consents to employees working in excess of eight hours in a day (or in excess of his/her regular work day if it exceeds eight hours in a day) to a maximum of 13 hours per day whether on a single shift or on successive shifts, subject to the Article 18 (Overtime Regulations) of the Collective Agreement.
3. In accordance with Section 18(3) of the ESA, the Union consents to employees having less than eight hours free between shifts subject to Article 18 (Overtime Regulations) of the Collective Agreement and provided that the employees orally consent or sign up to work these hours.
4. In accordance with Section 19 of the ESA, the maximum 13 hour work day and maximum 60 hour work week, provided for in paragraphs 1 and 2 of this agreement, may be waived in exceptional circumstances.

This Letter of Understanding forms part of the Collective Agreement dated **July 1, 2011 to June 30, 2015** and will remain in effect for the duration of the Collective Agreement unless new employment standards legislation, which alters the rules with respect to hours of work and which conflicts with this Letter of Understanding, is enacted. If such new employment standards legislation is enacted during the life of the Collective Agreement, this Letter of Understanding will terminate and the parties will meet and discuss the application of the new legislation to the bargaining unit. This Letter of Understanding may also be terminated in accordance with ESA provisions in force at the time.

The terms and conditions of the Collective Agreement shall always prevail.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #7

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Lost and Found

The Union and the Corporation shall meet within Sixty (60) days of ratification of this Collective Agreement to discuss the Lost and Found process.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #8

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Fixed Spareboard

The Corporation will agree not to preassign work to the fixed spareboard that is created during the bid board period. The fixed spareboard will not be used for any book offs that occur prior to the day that the fixed spareboard is scheduled, except in situations where the overtime list is exhausted. This will not include any spareboard crews that are created from the relief board.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #9

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Extra Board Time

The Corporation shall provide five (5) minutes extra board time where employees are required to taxi with other Operators, when leaving the garage.

These changes will be implemented the first bid period after January 1, 2012.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #10

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Scheduling Committee

The parties agree to form a Scheduling Committee which will have its first meeting within 60 days of ratification.

Composition of Committee

The Committee will be comprised of four (4) representatives from Transit Management and four (4) representatives from the Union.

Frequency of Meetings

The Committee will meet on a quarterly basis or earlier if necessary upon request of either party by mutual agreement.

Purpose

The purpose of the committee is to discuss the scheduling concerns identified through the current feedback processes with the view to improving current working conditions while maintaining current and future service, efficiencies, and fiscal responsibility.

The committee shall also address the following:

- achievable running time(s)
- achievable recovery time(s)
- more ten hour crew(s)

Scheduling of service remains the right and responsibility of Management.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #11

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

Re: Millwright

The Union and the Corporation agree to meet by the end of January 2012 to discuss wage rates for the classification of Millwright. Should no agreement be reached between both parties then the Union will revert to Article 39.02.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #12

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Temporary Operators

The Union and the Corporation agree to meet by the end of January 2012 to discuss the use of temporary employees.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #13

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Vacation, Lieu and Floater Quotas

The parties agree to meet, prior to September 2013, to explore the option of changing the amount of operators allowed off on vacation, lieu and floaters from a fixed amount to a percentage amount.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #14

Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)

Re: Contracting Out

This letter will confirm for the period of **July 1, 2011** to **June 30, 2015**, the Corporation will not contract out work that is normally performed by the bargaining unit to such an extent that it will cause the layoff of any employee within the bargaining unit.

The Corporation will endeavour to limit contracting out when assessing operational requirements.

The Corporation shall meet with the Union on an annual basis or when requested by the Union, to review and discuss the status of the Corporation's contracting out.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #15

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

Re: Use of Cameras

The Corporation confirms that the use of cameras installed on vehicles and properties are for the purpose of ensuring employees' and the public safety as well as for the protection of the Corporation's facilities and property. The Corporation also confirms that cameras installed in vehicles and properties shall not be used for the purpose of monitoring an employee's performance. The Corporation further confirms that the cameras will not be used in disciplining of employees for violations of Corporation rules and policies, up to and including arbitrations, except in cases where such violations are criminal in nature or involve written public complaints resulting in formal investigations.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #16

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Split Shifts

The Corporation agrees that there will be no split shifts on non-working Statutory Holidays and a minimum of 70% straight duties on Sundays for the duration of the Collective Agreement.

These changes will be implemented the first bid period after January 1, 2012.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date

Letter #17

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: ATU President/Business Agent Working Full-time on Union Business

The following procedure will be used in order to facilitate the President/Business Agent of ATU Local 1573 to work full-time on Union business:

1. The President/Business Agent shall be off full-time with his wages to be paid by the Corporation and the Union shall reimburse the Corporation once invoiced.
2. The President/Business Agent's pension and group benefits will continue uninterrupted.
3. The President/Business Agent shall be entitled to vacation and sick leave in the amounts allowable under the Collective Agreement in force at the time.
4. The President/Business shall be entitled to take vacation and statutory holidays as per the Collective Agreement.
5. When the President/Business Agent is absent (vacation, sick, courses etc) he shall inform the Employer of who the President/Business Agent's designate shall be during his absence.
6. The President/Business Agent will be required to attend meetings upon the request of the Corporation and such meetings will be arranged upon mutual consent.

Yours truly,

The Corporation of the City of Brampton

Michael Pitoscia,
Manager, Labour Relations

Acknowledged for the Union:

Larry Jodouin
President, ATU Local 1573

Date

Letter #18

**Letter of Understanding
Between
The Corporation of the City of Brampton
(The Corporation)
And
The Amalgamated Transit Union, Local 1573 (Full Time)
(The Union)**

RE: Interim Relief at all Transit Terminals

The Corporation shall provide five (5) minutes extra board time to an operator driving an out of service bus back to the garage or to a relief point from any terminal on weekends.

Any other relief points that do not provide enough time to an operator driving an out of service bus back to the garage will be reviewed with either the Union roster team members or the Scheduling Committee.

In the event the Union roster members are unsuccessful at resolution to identified items, the Union will bring these items to the attention of the Service Development Manager and/or the Senior Manager of Business Strategies.

These changes will be implemented the first bid period after January 1, 2012.

Yours truly,

The Corporation of the City of Brampton

**Michael Pitoscia,
Manager, Labour Relations**

Acknowledged for the Union:

**Larry Jodouin
President, ATU Local 1573**

Date