

SOURCE	City
EFF.	900101
TERM.	911231
No. OF EMPLOYEES	34
NOMBRE D'EMPLOYÉS	34

AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

AMALGAMATED TRANSIT UNION

DIVISION 946

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JAN 23 1991

0910701

AGREEMENT

This agreement entered into the _____ day of _____ A.D. 1990.

BETWEEN:

THE CORPORATION OF THE CITY OF CORNWALL, A Municipal Corporation in the County of Stormont and Province of Ontario, hereinafter called the "the City"

OF THE FIRST PART

AND

DIVISION 946 AMALGAMATED TRANSIT UNION, Cornwall, Ontario hereinafter called "the Union" (where used having reference to Local 946 only)

OF THE SECOND PART

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01

The purpose of this agreement is to establish mutually satisfactory relations between the City and its employees, and to provide for adjustment of any disputes which may arise, and to establish and maintain satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this agreement.

1.02

Whenever the masculine is used in this agreement it shall be considered as if the feminine has been used where the context of the party or parties here to so require.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01

The City recognizes the Union as the exclusive bargaining agent for its employees in the bargaining unit described as follows:

All bus drivers employed by the City of Cornwall in its transit system, save and except supervisors (including inspectors and dispatchers) and persons above the rank of supervisor (including inspector or dispatcher).

2.02

No employee shall make any written or verbal agreement with the City, or its representative, which conflicts with the terms of this Collective Agreement unless otherwise mutually agreed by the City and the Union.

2.03

It is mutually agreed there shall be no discrimination against any employee because of sex, age, political or Union affiliation, race, religious belief, natural origin or place of residence.

ARTICLE 3 - RELATIONSHIP

3.01

All employees in the bargaining unit shall, as a condition of employment, become and remain members of good standing in the Union upon completion of their probationary period.

3.02

The City agrees that all employees, after the completion of the training period, and an additional thirty (30) days, shall pay regular monthly dues, as established by the Union. Such dues shall be deducted from the employee's earnings for each pay period. The City will forward the amounts deducted to the Treasurer within ten (10) working days following the last deduction of the month.

3.03

The Union shall advise the City, in writing, of the amount of said dues and shall absolve the City from any liability whatsoever arising from this article.

3:04

The Union shall cooperate with the City in the matter of responsibility for their members of matters pertaining to poor workmanship, unsafe practices, slovenliness, unclean equipment and shall endeavour to prevent these conditions by advising and cautioning their members. In the event that the City reprimands a member, in writing, for cause, the City agrees that the Union shall be supplied with a copy. When a disciplinary report on any member of local 946 has been recorded in writing, a copy is to be given to the employee and one copy forwarded to the Union.

3.05

The City agrees to forward all correspondence concerning Union matters to the Secretary of the Union, with copies to the President.

3:06

As a condition of employment all operators hired after January 1, 1990 shall be in possession of, and maintain a valid Class B Driver's Licence.

It is further understood that any existing operators may voluntarily choose to obtain their Class B Driver's Licence. The cost of obtaining such Licence will be borne by the employer. Such cost will be borne on a one time basis per employee.

3:07

An employee shall have the right to arrange an appointment to view their permanent personnel dossier during the normal office hours of the Human Resources Department. Such right may be exercised once in any given calendar year.

3:08

Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of twenty-four (24) consecutive months from the date of the last recorded discipline, then such disciplinary notices shall be disregarded in considering the employee's personnel record.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

The Union acknowledges that the City has and shall maintain the exclusive right to manage its business and direct its operation and manpower in all matters which are not specifically restricted by the terms of this agreement.

4.02

The Union further acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer and determine the required work force and further to discipline, suspend or discharge any employee for cause, subject to the employee's right to lodge a grievance in the manner and extent herein provided.

4.03

The Union acknowledges the City has the right to make and alter, from time to time, the rules and regulations to be observed by the employees, such rules and regulations shall not be inconsistent with the intent of this agreement. The City agrees to inform the Union, in writing, of changes in the rules and regulations before they are implemented.

ARTICLE 5 - UNION COMMITTEE

5.01

The City recognizes the right of the Union to appoint or select a Union Committee of any three (3) members, whose purpose shall be to deal with the City in all matters arising out of this agreement, including the processing of grievances. This Committee may be accompanied by a representative of its International Union.

5.02

The Union shall notify the Human Resources Manager, in writing, of the names of the members of the Executive and the above-mentioned Committee.

5.03

It is understood that during working hours, neither the Union nor any members will conduct Union activities, other than for the purpose of collective bargaining or the processing of grievances. In any event, an employee shall not leave his/her work without approval of the immediate supervisor and shall supply sufficient advance notice to permit any necessary change in work schedules. Based on this, an employee shall not suffer a loss of pay at regular rate while meeting with Management, except when the matter is before conciliation, mediation or arbitration.

5.04

Leaves of absence without pay for official Union business will be granted by the City upon written request of the Union. Such leaves shall be dependent on and arranged so as not to interfere with Department operations. Such leave will not be withheld unjustly.

ARTICLE 6 - GRIEVANCE PROCEDURE

Clause 6:01 Part I

Within the terms of this agreement, a Grievance shall be defined as a difference arising between the Employee, the Union, or both and the Employer as to the interpretation, application, administration, or the alleged violation of the provisions of this agreement.

Clause 6:01 Part II

Complaint Stage

Immediate Supervisor

It is understood that an Employee has no grievance until he has first given his Supervisor an opportunity to adjust his complaint. In discussing his complaint, the Employee may be accompanied by his steward. The Employee will have three (3) working days from the occurrence of the incident to lodge the complaint. The Employer will have one (1) working day in which to respond to the complaint. If the response is unsatisfactory the Employee will have two (2) working days in which to process the grievance to Step I. It is to be understood that any decision reached at the Complaint Stage of the Grievance Procedure is without precedent or prejudice.

Clause 6:01 III

All grievances shall be in writing on recognized grievance forms and all replies to all steps shall be in writing on original recognized grievance forms.

Clause 6:01 IV

Step I Operations Superintendent

A member of the Union committee shall submit the written grievance to the Operations Superintendent or designate who shall, within three (3) working days from the receipt of the grievance, arrange a meeting and meet with the Union Officer, and or the grievor, and attempt to settle the grievance. The Operations Superintendent or designate shall respond within three (3) working days of the meeting.

Clause 6:01 V

Step II Transit Manager

Grievances proceeding to Step II must be submitted to the Transit Manager by the Union within three (3) working days of the date of the Operations Superintendent's response at Step I. The Transit Manager or designate shall, within three (3) working days of receipt of the written grievance, arrange a meeting and meet with the Union Committee, and or the grievor, and attempt to settle the grievance. The Transit Manager or designate shall respond within three (3) working days of the meeting.

Clause 6:01 VI

Step III Chief Administrative Officer

Grievances proceeding to Step III must be submitted to the Chief Administrative Officer or designate within three (3) working days of the date of the Transit Manager's response at Step II. The CAO or designate, shall within five (5) working days of receipt of the written grievance arrange a meeting and meet with the Union Committee and or the grievor and attempt to settle the grievance. The CAO or designate shall respond within five (5) working days of the meeting. Failing settlement of the grievance at this step, then matter may be referred to a Board of Arbitration by notice in writing to the other party within five (5) additional working days of the CAO's response.

6.02

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees have a subject of grievance, the matter shall be referred to Step 2 of the Grievance Procedure.

6.03

Only grievances that are submitted to above procedure within three (3) working days of the incident shall be considered by the Union and the City.

6.04

"Working days" in this and the following Arbitration Procedure articles shall mean all days normally worked, excluding Saturdays, Sundays and recognized holidays.

6.05

The time limits in both the grievance and the following arbitration procedure are binding on both parties and may only be amended by mutual agreement, in writing, of both parties.

ARTICLE 7 - ARBITRATION PROCEDURE

7.01

The Board of Arbitration shall be composed of one member appointed by the City, one member appointed by the Union and a third member who shall be selected by the two appointed members and who will serve as Chairperson of the Board. The City and the Union shall, each within ten (10) working days from the date of the notice of Arbitration, appoint its member of the Board and shall give notice of such appointment to the other party.

7.02

Should the two appointees fail to agree on the third member within ten (10) working days of their appointment, the Ontario Labour Management Arbitration Commission will be requested by them to nominate a third person to act as Chairperson.

7.03

No individual shall be appointed to the Board who has had any direct involvement in the matter in dispute.

7.04

The Board of Arbitration shall convene and render a decision as promptly as possible. The decision of the majority of the Board shall be final and binding on both parties.

7.05

The Board shall deal only with the matter in dispute and shall not have any authority to amend, add or delete any provisions of the agreement, or render a decision inconsistent with the terms of the agreement.

7.06

Each of the parties shall bear the expense of its appointee and shall equally share the expenses of the Chairperson.

ARTICLE 8 - HOURS OF WORK

8.01

The standard work week over a scheduled period shall average forty (40) hours based on five (5) days within the period Monday to Saturday, inclusive. All regular runs, A.M. and P.M. shifts, shall not be extended beyond a nine and one quarter (9 1/4) hours period, including one (1) hour for lunch. All split or relief runs shall not be extended beyond a twelve (12) hour period. It is understood that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week. The City and the Union agree to jointly study the existing spread time on split and relief runs. The City shall endeavour, at its discretion, to reduce the spread time on any run, wherever possible.

8.02

In the event that a seven (7) day operation is established, the City agrees to meet with the Union to review necessary changes.

8.03

A posting for the selection of runs will be made as close as possible to every three (3) calendar months in the following manner: four operators per designated day shall bid their selection, the employer shall post such designated days. On the day following the designated days, operators who have not bid or submitted a bid selection shall be assigned in the following manner: i) work previously being performed; ii) similar work as assigned by the employer. Employees shall be allowed selection on the basis of seniority.

During the period of normal postings and operations, situations may occur that result in changes. Rebidding will be allowed in the event that such changes result in manpower reduction. In the event of the separation of employment of a regular operator, rebidding shall be allowed from the vacant position down, provided there are more than 30 or more calendar days remaining in the bid.

A regular operator on extended leaves of absence of three (3) weeks or more, excluding vacation, prior to the posting, shall bid at the normal time as specified in the contract. The absence shall create another position on the spare board.

When a regular operator on extended leave is off for two (2) complete bids, and has not notified Management of his/her intention to return to work, prior to the posting of the next and further bids, he/she will be removed from the bid sheet and on his/her return will be placed at the bottom of the bid sheet for the remainder of the bid.

If the absent employee returns to work during the bidding period and provided no regular operator has bid on the spare board, the spare board position caused by the absence shall be removed from the spare board.

During the normal operations between bids, regular employees who have bid spare board and regular laid off employees, shall be allowed to exercise seniority on the weekly spare board bid sheet. The weekly spare board bid sheet shall be posted on the bulletin board each Thursday **A.M.** and must be bid by Thursday, at **4:00 P.M.** There will be no changes to the bid after it is posted. On the day following, spare regular and laid off regular operators, who have not bid or submitted a bid, shall be assigned to the vacant runs at Management's discretion.

In the event that there are still vacant runs, temporary employees will be assigned to such runs, as provided for in the contract.

The selection of runs shall be posted on the bulletin board on the last Monday of each of the following months, at which time a copy will be issued to the Union Executive.

March Bid posted by last Monday in January
June Bid posted by last Monday in April
September Bid posted by last Monday in July
December Bid posted by last Monday in October.

The March Bid shall be extended to the end of the school term in the month of June.

8.03A

The Corporation shall notify split and relief operators of any change in their scheduled hours of work by 5:00 P.M. of the preceding day. If such notification is not made by 5:00 P.M. of the preceding day, operators shall receive an extra half time for such hours changed, except that such hours are not caused by the absence of another operator, unless the absence is caused by the Corporation.

8.04

Employees shall be granted one hour and twenty minutes per week reporting time to be paid at the regular rate and not included in any calculations for overtime.

8.05

Transportation shall be provided to operators who commence their daily work prior to the start of daily transit service and to those operators who finish their day's work at the end of daily transit service. Transportation shall also be supplied to the corner of Pitt and Second, for those operators who finish at the garage when half-hour service is terminated.

8:06

Operators on Handi Transit can only be utilized in an emergency situation as decided by Management, to act as relief on any other runs.

It being understood the junior available Handi Transit Operator on duty will be first utilized.

ARTICLE 9 - WAGES

9.01

The parties agree that during the terms of this agreement, the wages to be paid shall be according to Schedule "A" attached to and forming part of this agreement.

9.02

Wages shall be payable every week with the pay calculated to and including the preceding week, according to the present system of payment of wages.

9.03

Operators doing authorized instructional duty shall receive an additional forty (40¢) cents per hour while so operating. New drivers will receive vehicle familiarization instruction prior to going out on a regular run with an operator.

9.04

Employees who are required to work the regular P.M. shift shall receive a premium of thirty (30¢) cents per hour for those hours worked during that period, to be effective Sept.3, 1985.

9.04(a)

Any Operator working 4 hours or more on a run working 3:00 p.m. or later and who works until at least 10:00 p.m., of which at least 1 hour is worked after 9:00 p.m. shall have those hours worked eligible for the shift premium as per 9.04.

9.05

Uniforms of Handi-Transit operators that have been damaged or soiled as a result of work will be cleaned at the discretion of the Management.

9.06

In lieu of rest breaks the employer agrees to pay the following flat amounts in lieu. To be paid on the second pay period on December, by separate cheque.

- i) January 1, 1990 \$50
- ii) January 1, 1991 \$100

ARTICLE 10 - OVERTIME

10.01(a)

Overtime at the rate of time and one-half (1 1/2) shall be paid for all hours worked over the scheduled work day or work week. For the purpose of this clause, overtime on regular runs shall mean an average of eight (8) hours per day with one (1) week of 7 3/4 hours per day and the second week of 8 1/4 hours per day; on split or relief runs, overtime shall be paid after a twelve (12) hour spread.

10.01(b)

In the event that "over-the-road" operations become a reality, the parties agree to establish a rate of compensation.

10.02

In the event that an employee, after completing his/her scheduled work, and leaves his/her place of work, and is then contacted and requested to return to work with no prior notification, he/she will be paid a minimum of three (3) hours at straight time, or hours worked at time and one half (1 1/2) whichever is greater.

10.03

Overtime shall be distributed among operators as follows, unless the value of such piece of work is one (1) and fifty-nine (59) minutes or less.

1. It shall be offered to operators on their day off in reverse order of overtime worked.
2. It shall then be offered to temporary operators on their day off in reverse order of overtime worked.
3. It shall then be offered to any other temporary operator.
4. Failing, this it shall be given to the most senior available operator.

Hours refused shall be considered as hours worked. Union officers doing union work are to be marked unavailable. Operators who are called in with one (1) hour or less notification, shall be paid from the time called.

10.04

When an employee who works a full eight (8) hour shift is requested to work overtime continuous with the start or end of the shift of three (3) hours minimum, such employee shall receive a \$5.00 meal allowance.

ARTICLE 11 - LEAVES OF ABSENCE

11.01

Compassionate Leave - Leave of absence with pay will be granted to an employee in the event of the death of a member of his/her immediate family: The leave shall be for the purpose of making arrangements and attending the funeral and shall be to a maximum of three (3) regular scheduled work days immediately prior to and including the day of the funeral. Immediate family shall include spouse, son, daughter, father, mother, mother and father-in-law, sister, brother, son-in-law, daughter-in-law, and grandchildren. Employees who must travel an extended distance to attend the funeral of the immediate family as covered in this article, may be granted, at the discretion of the Transit Manager, a fourth day off to travel home. Such day shall be the day immediately following the day of the funeral.

In the event of the death of a sister-in-law, brother-in-law, or grandparent, an employee will be granted the day of the funeral with pay, provided it is a regular working day.

11.02

Jury and Witness Duty - Employees who are required to do jury duty or subpoenaed by Crown as a witness to an accident that occurred while the Employee was on duty, shall be paid the difference between the regular pay of scheduled work and the amount received for such jury or witness fees. In order to receive such pay, the Employee shall remit to the City, any jury or witness fees exclusive of any expense payments

11.03

PERSONAL LEAVE - Upon request, the City, at its discretion, but not withheld unjustly, may grant a leave of absence, for other than medical reasons, without pay for any period up to three (3) months. Any employee taking employment for remuneration during the leave of absence shall be considered as having terminated his/her employment with the City. During any approved leave, all benefits including vacations, statutory holidays, etc. shall be suspended or adjusted on the basis of the period of leave. An employee shall have the opportunity of continuing medical and insurance coverage provided the employee prearranges the payment to the City for the entire premium cost.

b) Any Union member elected to the International Union of A.T.U. will be granted a leave of absence without pay until such time as he/she returns to duty and shall retain their seniority.

c) Maternity Leave - Female bus operators shall be provided maternity leave as outlined in the Employment Standards Act.

11.04

Driver's Licence - In the event that an employee temporarily loses his/her driver's licence, **as** a result of court action, the City shall consider a leave of absence, without pay, for a period of up to one year on one occurrence. The provisions of subarticle 11.03, with the exception of other employment for remuneration shall apply. On second or subsequent occurrences, the continuation of employment is at the discretion of the City.

ARTICLE 12 - SENIORITY

12.01

Seniority is defined **as** length of continuous service in the bargaining unit as a full-time employee of the City.

12.02

All new employees shall be on probation for a period of six (6) months of continuous service, such period shall be extended by the equivalent of leaves of absence for any reason. During the probation period, an employee may be released without recourse. After satisfactory completion of the probation period, the employee shall receive seniority status **as** of the date of hire.

12.03

A seniority list shall be maintained by the City and shall be posted on the bulletin board once per year.

12.04

An employee shall lose all seniority rights and employment with the City for any one of the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause and is not reinstated;
- (c) A layoff for more than one (1) year for employees with less than three (3) years of service;
- (d) A layoff for more than two (2) years for employees with more than three (3) years of service;
- (e) Fails to return to work within fourteen (14) calendar days following a layoff, after being notified by Registered Mail;
- (f) Failure to return from authorized leaves of absence without reasons acceptable to the City;
- (g) Absent without leave for three (3) days or more, unless justifiable reasons are acceptable to the City for failing to notify.

12.05

In the event of layoff, for the period prescribed in this article, seniority shall be retained, but shall not accumulate during the layoff.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01

In the event of a layoff due to lack of work, employees shall be laid off in reverse order of their seniority. Employees recalled, subject to the Seniority Article, shall be returned in order of their seniority provided they are qualified and medically fit to perform the work.

13.02

The terms of the Employment Standards Act and the regulations shall apply for the purpose of notification in the event of layoff.

13.03

A laid off employee who desires to return to the services when work is available must keep the Manager informed of any change of address and phone number in order that he/she may be readily located.

ARTICLE 14 - PROMOTIONS

14.01

It is generally agreed that both parties recognize the principle of promotion within the bargaining unit. If an opening should occur within the bargaining unit, that would result in a higher rate of regular pay, the City shall post a notice on the bulletin board. This notice shall remain posted for a period of five (5) working days during which time employees may apply.

14.02

Temporary operators in Transit Local 946 will have the right to apply to postings for permanent positions as operators within the bargaining unit, prior to the City opening such vacancies to outside competition.

14.03

The selection of the successful applicant shall be based primarily on the skill, capability, experience, qualifications and physical ability to perform the job. Where all factors are equal, seniority shall govern.

14.04

An employee who has been promoted, to a position within the bargaining unit, shall be on probation for a period of three (3) months.

14.05

In the event that an employee is returned within his/her probation period to his/her former job within the Union, he/she shall retain his/her seniority and the rate of pay of the job to which he/she has returned.

14.06

Protection will be provided for members of A.T.U. Local Number 946 who apply for and receive, a new position with another bargaining unit, or staff position, within the employment of the City of Cornwall. They will maintain their seniority rights for the length of the probationary period of his/her new position. While the employee is serving such probationary period, page 22 item #2 paragraph 5 of the Collective Agreement will not apply.

ARTICLE 15 - MEDICAL EXAMINATIONS

15.01

All new employees shall be required to pass a medical examination by physician designated by the City.

15.02

As a condition of continued employment, each employee shall be required to have an annual medical examination prearranged by the City and be declared medically fit to perform the job. In addition, examinations may be required after an absence due to illness greater than ten (10) days. The examinations shall be conducted by a physician designated by the City. Cost for the medical examination by the City physician shall be at the expense of the Corporation.

15.03

An employee has the right to call for an examination by their own medical advisor. In the case the two doctors' reports disagree, they shall be asked to make a joint report or confer with a third doctor.

ARTICLE 16 - VACATIONS

16.01

Vacation entitlement, in any year, shall be based on the length of continuous service with the City in calendar year ending December 31 of the current year.

16.02

A vacation week shall be defined as a calendar week commencing on a Monday for which an employee shall receive forty (40) hours pay, plus reporting time.

16.03

Vacation pay for a week's vacation shall be based on an employee's straight time rate or 2% per week of the previous year's gross earnings, less taxable benefits, whichever is the greater. Vacation pay shall be paid on the normal day prior to the vacation.

16.04

Vacations shall be granted on the following basis:

New employees shall, after the completion of twelve (12) months of service, be entitled to two(2) weeks of vacation.

Employees, with two (2) calendar years to three (3) years of continuous service as of December 31 of the current year, shall be granted two (2) weeks of vacation.

Employees, with four (4) years to nine (9) years of continuous service as of December 31 of the current year, shall be granted three (3) weeks of vacation.

Effective January 1, 1990 those employees with ten (10) years to eighteen (18) years, of continuous service as of December 31 of the current year, shall be granted four (4) weeks of vacation, Effective January 1, 1991 those employees with ten (10) years to seventeen (17) years, of continuous service as of December 31 of the current year, shall be granted four (4) weeks of vacation.

Effective January 1, 1989 those employees with eighteen (18) years to twenty-five (25) years of continuous service as of December 31 of the current year, shall be granted five (5) weeks of vacation.

Effective January 1, 1991 those employees with seventeen (17) years to twenty-five (25) years of continuous service as of December 31 of the current year, shall be granted five (5) weeks of vacation.

Employees with twenty-five (25) years of continuous service and over as of December 31 of the current year, shall be granted six (6) weeks of vacation.

16.05

All employees, hired on November 11, 1974 by Cornwall Transit, shall be entitled to one (1) extra week of vacation over and above that provided for by subarticle 16.04 as per the Arbitration Award dated December 31, 1979.

16.06

Continuous service shall be broken in the event of leaves of absence without pay in excess of one (1) month, and illness or injury in excess of twelve (12) consecutive months. Vacation, in this case, shall be prorated to the length of active service during the preceding year.

16.07

An employee, whose service is terminated for just cause, shall receive vacation allowance according to the provisions of the Employment Standards Act.

16.08

Employees, who retire, voluntarily resign or expire, shall be paid their vacation entitlement of that year, plus two (2%) percent per week of vacation of monies earned from January 1 of the current year until the termination date.

16.09

Vacations must be taken between January 1 and December 31 and shall not be accumulated. Requests for vacation period shall be determined on the basis of seniority and shall be granted dependent on the efficient operation of the department. A vacation schedule for the upcoming vacation period shall be posted along with the December bid sheet. All requests shall be considered by the Transit Manager and the schedule shall be approved by December 1 of the current year. Any vacation entitlement not booked, will be finalized by the September bid of the vacation year. Any changes occurring during the vacation year will be posted and remain up for 48 hours and granted on a seniority basis. Any further changes will be accommodated on a first come, first served basis. Any operator who fails to bid his entire vacation allotment during the September bid shall have any unused portion assigned at Management's discretion.

ARTICLE 17 - RECOGNIZED HOLIDAYS

17:01 The City recognizes the following Statutory Holidays:

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

Operations will cease at 7:00 p.m. on the eve of Christmas and New Year. Operations on December 24 and December 31, will be divided as equal as possible into three (3) parts. These two (2) days shall be bid according to seniority by operators who are scheduled to work these two (2) days, except where such holidays fall on Sunday in which case operators will receive 4 hours pay at straight time.

Other declared holidays by either Federal, Provincial or Municipal Governments, will constitute a holiday for the purpose of this agreement.

Each employee shall be entitled to 2 additional days off with pay. These days shall take the form of a Floating Holiday and shall be mutually arranged between the Transit Manager or his/her designate and the employee. The booking of such days shall be in accordance with 17.08.

17.02

Employees with three (3) months or more of continuous service with the City prior to a statutory holiday, and those that qualify according to this article, shall be paid eight (8) hours at their straight time rate.

17.03

In order to qualify for pay, an employee must complete the scheduled work shift on the day immediately preceding and following the holiday, unless granted approval leave on either the day before or the day after, but not both. Holiday pay shall be allowed if the employee is absent before or after, but not before and after due to sick leave or injury. A medical report will be required if the absence is before or after.

17.04

Employees who are scheduled or requested to work any of the above-mentioned days, and who qualify, shall receive, in addition to eight (8) hours pay, time and one half for hours worked. In the event that an employee, who is scheduled and fails to report for and perform his/her work, he/she shall not be entitled to pay for the holiday.

17.05

It is understood that the hours of pay for holidays shall not be used in the calculation of overtime.

17.06

If a holiday mentioned should fall within an employee's vacation period, on a Sunday or regular scheduled day off, he/she shall be allowed an option of pay for such day at the rate of eight (8) hours X his/her regular rate in addition to his/her vacation pay or an alternate day off as mutually arranged between the Transit Manager or his/her designate and the employee. It is the responsibility of the employee to notify the City of his/her intent to elect an alternate day off. The booking off shall be in accordance with 17.08.

17:07

Temporary employees who qualify for a statutory holiday under Article 17:03 above will receive pay for that day in the pay period in which it is earned and shall not accumulate lieu days.

17:08 FLOATER, LIEU DAYS AND BOOK OFFS

Preamble

The following process will be used in the granting of floaters, lieu days and book offs.

1. Floaters and Lieu Days shall be awarded upon request by the Employee subject to the manpower requirements of Cornwall Transit. Each request will be handled on a first come, first served basis.
2. Floaters shall have priority over Lieu Days, which shall have priority over booking off, up to seven (7) days prior to the requested lieu day. Bumping will not be permitted within this seven (7) day period.
3. No Employee will be permitted to request Floaters or Lieu Days in the month of December prior to the completion of the December sign up.
4. Lieu Days that are earned in the month of December and any outstanding lieu day or floater will be selected during the last week in November and will be booked in order of seniority. **Any** floater or lieu day not selected by the beginning of the December **bid** will be paid out.
5. In granting floaters and lieu days temporary employees may be utilized at straight time after one (1) replacement has been offered the piece of work under the overtime provisions.
6. Booking off for personal reasons other than sickness will be allowed, provided the Employee can be replaced at straight time.

ARTICLE 18 - BENEFIT PROGRAM

18.01

The City shall provide the following benefit coverages for all permanent employees. Temporary employees shall be covered by the Ontario Health Insurance Plan after three (3) months continuous employment and the balance of the Benefit Program after six (6) months of continuous employment.

- (a) Ontario Health Insurance Plan (O.H.I.P.) and Semi-Private Blue Cross;
- (b) Major Medical Plan - \$10.00-\$20.00 deductible;
- (c) Weekly Indemnity - weekly benefit equaled to U.I.C. benefit, with a three (3) day waiting period in the event of illness, maximum period of twenty-six (26) weeks of payment, In the event of an extended illness of a minimum of ten (10) consecutive work days, the City will pay for the first three (3) days of the waiting period at a rate of seventy-five (75%) percent of the basic hourly rate. If the U.I.C. premium is lowered, the Employer will have the insurer maintain the current level of U.I.C. benefit.
- (d) Long-Term Disability - effective April 1, 1986, benefit of \$1,000.00 a month; effective January 1, 1989, benefit of 66 2/3 regular salary per month. The waiting period will be twenty-six (26) weeks plus the period of sick leave provided by the U.I.C.;
- (e) Life Insurance - effective May 1, 1988, \$25,000.00 coverage with accidental death and dismemberment benefits and a \$12,500.00 paidup policy at normal retirement. This paid up policy is to include a \$5,000 dependents provision for a spouse and \$2,500.00 for dependent children.
- (f) A preventative dental plan supplied to other City employees with the sharing of the premium on the basis of 90% City and 10% employee effective January 1, 1987. Effective January 1, 1990 the O.D.A. schedule of **fees** shall be set at 1987. Effective January 1, 1991, the O.D.A. schedule of fees shall be set at 1988.
- (g) An eye care benefit to be added to the Major Medical Plan (b) above that will provide a maximum payment of \$120.00 (per person) every two (2) years.
- (h) Those employees of A.T.U. 946 who reach the minimum age of fifty-five (55) and who attain the ninety (90) factor as specified by the O.M.E.R.S. Pension Plan shall have the benefits described in 18:01 Parts (a), (b), (e), (f), and (g) above maintained as per 18:02 below until 65 years of age.

18.02

The premium cost of items (a) to (e) shall be fully paid by the employer.

18.03

In addition to the Canada Pension Plan, every employee shall join, as a condition of employment, the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The City and the employee shall make contributions in accordance with the provisions of the plan.

18.04

In the event of an illness that requires payment from the insurance company and there is a delay in payment from the insurance company, a period of more than two (2) weeks, the City will advance an amount equal to one (1) week's payment from the insurance company for each week of delay thereafter.

When the first cheque is received, the employee shall endorse the cheque to the City and the amount of advance shall be deducted, with the balance going to the employee.

ARTICLE 19 - UNIFORMS

19.01

After the completion of the probation period, the City shall supply the necessary clothing and equipment required by either male or female operators. Based on the season, the initial issue shall be the following:

- 1 cap
- 1 blazer
- 2 summer pants - depending on the season
- 2 winter pants - depending on the season
- 2 neckties
- 4 shirts
- 1 sweater
- 1 pair gloves - depending on the season
- 1 pair rubbers or galoshes - depending on the season
- 1 top coat or **parka** - depending on the season

Replacement:

On An Annual Basis

- 2 pair summer trousers
- 2 pair winter trousers
- 2 neckties
- 3 shirts (option long or short sleeve)
- 1 cap or shirt optional

On A Two-Year Basis

- 1 blazer or windbreaker optional
- 1 sweater (cardigan or sleeveless)
- 1 **pair** gloves
- 1 pair rubbers or galoshes
- 1 coat (option of top coat, parka or bomber jacket)

The summer issue shall be by May 1 each year and the winter issue shall be by November 1 each year.

Maternity Clothing

In the event it becomes necessary, due to pregnancy, the following clothing will replace the yearly issue. "Maternity Issue" will consist of two of the following items in any combination; slacks, shirt, jumpsuit. In addition they will receive; two (2) tops, one (1) ascot, one (1) coat (outer wear).

19.02 Dress Code

A bus operator must report for duty in accordance with department uniform and dress policy. Operators while in uniform, shall at all times conduct themselves in a manner that will not bring disfavour upon themselves or the City of Cornwall. During daylight savings time, the wearing of ties and windbreakers is optional.

19.03

The City shall provide to each employee, on July 1 of each year, effective July 1, 1990, a seventy dollar (\$70.00) dollar allowance for the purpose of purchasing shoes. Such shoes shall be worn by all employees and shall be black in colour, and be of a style that can be worn with issued winter foot wear. Effective July 1, 1991, this amount will increase to seventy-five dollars (\$75.00).

19.04

The parties agree to the formulation of a clothing committee consisting of one (1) person representing the Union, one (1) person representing Management, and one (1) person from the Purchasing Department. Upon request of the Union or Management the committee shall meet to discuss issues concerning clothing. The clothing committee will, after discussion, and upon reaching a consensus of opinion, make recommendations to the Transit Manager. Final disposition of the recommendations shall be at the discretion of the Transit Manager.

ARTICLE 20 - NO STRIKE OR LOCKOUT

20.01

During the term of this agreement and in view of the orderly procedure for settling grievance, the Union agrees that there will be no strike, slowdown or curtailment of work which would interfere in any way with the normal operation of City Transit System. The City agrees that there will be no lockout.

20.02

Should any illegal, individual or group stoppage occur, the City and the Union agree that the matter shall not be discussed until the individual or group participating in the stoppage return to work.



ARTICLE 21 - LETTERS OF UNDERSTANDING

21.01

The attached Letters of Understanding as outlined below shall form part of this contract.

- i) Temporary Employees
- ii) U.I.C. Rebates
- iii) O.M.E.R.S. Past Service
- iv) Spare Board
- v) All Purpose Coat
- vi) Temporary Employee Increase

ARTICLE 22 ERRORS AND OMISSIONS

Any errors and/or omissions in the new collective agreement transferred from the existing collective agreement where there were no changes made during bargaining shall be corrected immediately.

ARTICLE 23 - DURATION OF AGREEMENT

23.01

This agreement shall be effective and shall be binding upon both parties from and including the 1st day of January, 1990 to and including the 31st day of December, 1991, and shall continue in full force and effect from year to year thereafter unless either party shall have given the other party not more than ninety (90) days and not less than thirty (30) days, written notice prior to the anniversary date, of its intention to terminate or its proposed revision to this agreement.

IN WITNESS HEREOF the parties hereto have caused this agreement to be executed by the signing of their duly authorized officers on this 10th day of Oct. of , 1990.

FOR THE CORPORATION OF THE CITY OF CORNWALL

Phil Lewis MAYOR

Richard Allaire CLERK

FOR THE DIVISION 946 AMALGAMATED TRANSIT UNION

William Wilson PRESIDENT

Albert Allaire SECRETARY

SCHEDULE "A"

WAGES

The following hourly rates shall be effective on the dates noted below and shall remain in effect during the life of this agreement.

<u>EFFECTIVE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 1 YEAR</u>
JAN. 1, 1990	OPERATOR	\$11.15	\$11.59	\$13.51
JAN. 1, 1991	OPERATOR	\$11.76	\$12.23	\$14.25

The parties have agreed to the following provisions which are to form part of the Collective Agreement.

1. BOOKINGOFF

Booking off for personal reasons other than sickness will be allowed, provided that the temporary complement will replace at straight time.

2. REGULAR EMPLOYEES ON LAYOFF

Any work of two (2) hours or more in a day shall be offered to the laid off regular employees according to their seniority.

In the event there is insufficient laid off regular employees, the work shall be offered to regular employees as overtime in accordance with the Collective Agreement.

In the event that no one is available as per the aforementioned, the work shall be offered as work to the temporary employees.

Any temporary vacancy consisting of forty (40) hours pay or more in a work week shall be offered to temporary employees as defined in the Temporary Employee Memorandum of Agreement.

Permanent vacancies shall be filled in accordance with the recall section of the Collective Agreement **as soon as** possible with a maximum of three (3) weeks.

3. Spare board operators on Saturdays and all operators on relief days off working as spares, will be notified of their 12-hour spread by 5:00 p.m. the previous day. Once booked, no changes will be allowed. Should an operator be on a day off, for any reason, on the day before, it shall be the operator's responsibility to contact the dispatcher's office concerning the spread to be worked the following **day**.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 946

DEFINITION

Temporary employees are defined as employees engaged, as required, to replace employees who are on any leaves of absence, such as illness, compensable accident, vacation, etc. Periods of employment shall not exceed ninety (90) days unless by mutual agreement between the parties.

It is agreed that the complement of temporary employees will not exceed more than ten (10%) percent of the permanent work force, unless an increase of this number is mutually agreed.

Temporary employees, as outlined above, are entitled to all the benefits and conditions of the Collective Agreement, with exception of the following:

ARTICLE 9 - WAGES

Temporary employees shall be entitled to the wages outlined in the Collective Agreement, and shall proceed from start to maximum, according to calendar time of employment.

ARTICLE 11 - LEAVES OF ABSENCE

Temporary employees, have rights to Subarticle 11.01, 11.02, they have completed two (2) weeks of employment, but do not have any rights to Sub Article 11.03, 11.04, and 17.06.

ARTICLE 12 - SENIORITY

Temporary Employees are on probation during their entire period of employment, and as such, do not accumulate seniority, and are not entitled to recourse of the grievance procedure, in the event of release. All temporary employees hired after the date of signing of the current collective agreement will be required to serve a six (6) months probationary period. A temporary employee once appointed to a permanent position shall have his seniority date be the last date of continuous service. Continuous service will not be affected with less than 30 days layoff.

ARTICLE 13 - LAYOFFS AND RECALLS

Temporary Employees are not covered by Article 13 of the Collective Agreement, but subject to assessment and appraisal at the time of layoff, the most senior laid off Temporary Employee will be recalled when required.

ARTICLE 16 - VACATIONS

Temporary Employees shall be entitled to vacation allowance at the rate of four (4%) percent earnings, and will be paid at the time of layoff.

In the event that a Temporary Employee has been employed for a period extending past December 31, he/she will be entitled to four (4%) percent of his/her gross to December 31. This amount shall be banked and payable either at layoff or as arranged. It is further understood that where a temporary employee has been made permanent and has received any portion of his vacation pay prior to being made permanent, such employee shall not be entitled to paid vacation time for that portion thereof.

ARTICLE 18 - BENEFIT PROGRAM

The provisions of the Collective Agreement, Article 18.01 provide benefit coverage for temporary employees. After six (6) calendar months, the value of the provided benefit plans shall be converted to an hourly basis and applied to the hourly rate of pay.

The employee shall be allowed to enroll in the group plans, where eligible, and shall be responsible for the premium cost of such plans.

ARTICLE 19 - UNIFORMS

The matter of uniforms for Temporary Employees will be decided by the Committee established for the purpose of determining the clothing issue.

Signed this *10th* day of *October*, 1990.

FOR THE UNION

William Wilson

Mary King

FOR THE CORPORATION

Phil Lewis

Richard Coane

LETTER OF UNDERSTANDING

BETWEEN

CITY OF CORNWALL

AND

A.T.U. LOCAL 946

It is hereby agreed between the parties to meet and discuss the possible application for U.I.C. rebates and the application of such rebates between the Employer and the Employees.

FOR THE UNION

William Wilcox
Robert A. [unclear]
[unclear]
[unclear]

FOR THE CORPORATION

Phil [unclear]
Richard [unclear]
[unclear]
[unclear]

Signed the 10TH day of OCT. 1990.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

A.T.U. LOCAL 946

It is hereby agreed between the parties that upon receipt of costings from O.M.E.R.S. in respect to the purchase of O.M.E.R.S. Type I (Past Service) or Optional Service Pensions, the parties will meet to review and discuss such costing. It is agreed that this does not bind either party to purchase such pension.

FOR THE UNION

William Wilbur
Robert O'Hara

FOR THE CORPORATION

Phil Lewis
Richard O'Brien

Signed the 10th day of Dec 1990.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

A.T.U. 946

The parties agree that upon the signing of this Collective Agreement, the parties will meet for the purposes of entering into discussions surrounding the institution of a spare board.

It is agreed that the parties will enter into a study, which shall be completed within twelve (12) months of the signing of this Collective Agreement for this explicit purpose.

It is understood that the parties may discuss, amend, alter, or change any Article in the Collective Agreement in an attempt to reach a mutually agreeable Transit Spare Board, including an implementation schedule.

Upon acceptance, and ratification, by the parties such Spare Board may form part of the Collective Agreement as decided upon by mutual consent of the parties.

Signed the 10th day of OCT. 1990.

FOR THE UNION

FOR THE CORPORATION

William Wilson
Pat O'Hanley

Phil Lewis
Richard O'Connell

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CORNWALL

AND

A.T.U. 946

The parties agree that upon the signing of this Collective Agreement, the Clothing Committee will meet and discuss the issues of a new all purpose coat.

The recommendation of the clothing committee shall be forwarded to both Union and Management for their acceptance.

It is further agreed that upon acceptance of this new coat, it will be purchased as soon as possible and provided to all operators. It is also agreed that upon acceptance of this coat all references to the parka, the bomber jacket, and the windbreaker will be deleted from the Collective Agreement.

Signed the 10TH day of Oct. 1990.

FOR **THE** UNION

FOR THE CORPORATION

William Wilroy

Mark Anthony

Phil Giner

Richard Crane

LETTER OF UNDERSTANDING

BETWEEN

CITY OF CORNWALL

AND

A.T.U. 946

It is agreed and understood between the parties that notwithstanding the Letter of Understanding regarding Temporary Employees **and** any language of the Collective Agreement, the parties agree that for the life of this Collective Agreement the complement of Temporary Employees will increase from three (3) to four (4).

It is also agreed and understood that Temporary Employees will be permitted to perform work on a single shift basis for floaters, lieu days, and book offs.

Signed the 10th day of Oct. 1990.

FOR THE UNION

FOR THE CORPORATION

William Wilson
Mark Gray

Phil Lewis
Richard Lewis