

**COLLECTIVE AGREEMENT
BETWEEN
GO TRANSIT
AND
AMALGAMATED TRANSIT UNION
LOCAL 1587**

JUNE 2, 2011 - JUNE 1, 2014



A Division of METROLINX

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THIS AGREEMENT signed this 10th day of July 2012, is effective the 2nd day of June 2011 and shall end at midnight on the 1st day of June 2014.

B E T W E E N:


GO TRANSIT
(hereinafter referred to as the “Employer” or “The Corporation”)

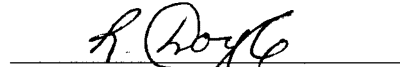
-and-


AMALGAMATED TRANSIT UNION, LOCAL 1587
(hereinafter referred to as the “Union”)


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(416) 869-3600

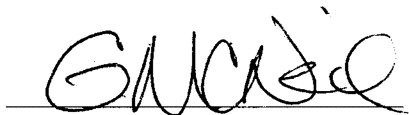
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Robert Prichard
Chair, Board of Directors


Ray Doyle
President / Business Agent


Bruce McCuaig
President and Chief Executive Officer


Dan Harris
Vice-President


Gary McNeil
President, GO Transit


Peter Brown
Financial Secretary-Treasurer

ARTICLE 1 - PURPOSE

- 1.1** The general purpose of this agreement between the Employer and the Union is to establish and maintain orderly and harmonious collective bargaining relations at the bargaining table and at the work place; to provide a procedure for the prompt and equitable disposition of grievances; to assist and promote the proper and efficient operation of the Employer's business in serving the public interest.
- 1.2** It is understood that the provisions of this agreement shall apply equally to female and male employees.
- 1.3** In order to ensure that Article 1 of this Agreement is fulfilled in a uniform and non-discriminatory manner, no amendments shall be made to this Agreement. Any such amendments that may be required to this Agreement shall be reduced to writing in the form of a letter of intent and shall be signed by both parties; i.e., President and one other officer of Local 1587 and the Managing Director or his designee. Such letters that are duly signed will be included in and form part of the Agreement as of the applicable date.
- 1.4** The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit that conflicts with the terms of the collective agreement, or any local agreement or understanding between the Employer and the Union.

ARTICLE 2 - RECOGNITION

- 2.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer employed in the Province of Ontario as specified in Schedule "A1" and "A2", or as developed through the application of Article 9, save and except supervisors and persons above the rank of supervisor, office and technical staff (save and except classifications specified in Schedule "A1" and "A2"), employees represented by the International Association of

Machinists and Aerospace Workers, Local 235 as of January 2, 2002, students, and persons excluded by the Crown Employees Collective Bargaining Act, 1993.

- 2.2** The Employer and the Union agree to abide by the terms of the Ontario Human Rights Code, Chapter 19, of the revised Statutes of Ontario, 1990, and the Employer and the Union agree that there will be no discrimination against any employee because of religion, ancestry, sexual orientation, family status, handicap, race, creed, colour, sex, place of origin, ethnic origin, marital status, without affecting the Employer's right to retire, age as defined in the Ontario Human Rights Code, or union membership.
- 2.3** The officials of the Union recognize that they must carry out their normal duties within their classifications. The Corporation agrees that official representatives of the Union shall be free to discharge their duties without fear that their individual relations with the Corporation may be affected by any action taken by them in their official representative capacity within the terms of this Agreement.
- 2.4(1)** All individuals hired as bargaining unit employees (i.e. as set out in Article 2.1) shall become members of the Union not later than the completion of their probationary period. No condition of employment (i.e. employment status, position, seniority rights, etc...) shall be affected / changed as a result of Article
- 2.4(2)** The Employer agrees to provide up to one (1) hour to the Union for the purpose of Union orientation of new employees. Such orientation shall take place on the Employer's premises subject to pre-scheduling appropriate dates and times with the Employer. Only full-time Union officials will conduct such orientation. Union orientation shall take place as follows:

Bus Operations - Drivers - At the end of the driver "training" period.

Station Operations - Station Attendants - At the end of the "training" period.

For all other ATU employees, Union orientation will follow “documentation” conducted at Head Office.

- 2.5** New employees engaged to fill positions within the scope of the Agreement will be informed by the Employer that the Union is the exclusive bargaining agent for employees specified in Schedule “A1” and Schedule “A2”. The Employer further agrees to supply the Union with the names, addresses, phone numbers where available and a photograph for each new employee engaged during the term of this Agreement.

ARTICLE 3 - CHECK OFF OF UNION DUES

- 3.1** The Employer shall, for each pay period, or part thereof, deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the Union, the amount of regular union dues and initiation fees in accordance with the constitution and by-laws of the Union.
- 3.2** The Union must advise the Employer in writing of the amount of regular union dues and initiation fees to be deducted in accordance herewith and the Employer may, for all purposes, rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union’s constitution and by-laws.
- 3.3** The Employer will remit the amount so deducted from the wages of each employee to the Union within fourteen (14) days of the date of the pay cheque from which the dues were deducted. The deduction referred to herein shall be remitted to Amalgamated Transit Union, Local 1587, c/o Secretary-Treasurer of the Local, and shall be accompanied with a list of the names of such persons from whom the monies were deducted together with a listing of the amount deducted from each person. The Employer will provide the Union with the Social Insurance Numbers of such persons who provide written authorization to the Employer to furnish same to the Union.

- 3.4** The Union agrees to indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union.
- 3.5** The Union shall not impose an assessment which does not conform to the constitution and general laws of the Amalgamated Transit Union or is in conflict with the Crown Employees Collective Bargaining Act, as amended 1993, or any similar provision enacted in the place thereof.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1** It is the intent of this agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this agreement including any question as to whether a matter is arbitrable. The employee shall have a Union representative present during disciplinary meetings.

It is understood that prior to filing a written grievance, the employee or Union representative will attempt to resolve any complaints or disputes with the immediate Supervisor.

The employee, at his option, may be accompanied or represented by a member of the Local Union Executive or Union Steward at each step of the grievance procedure except at Step 2, when the grievor must be present and upon completion of Step 2, the grievance becomes the property of the Union.

- 4.2** All scheduled work days referred to in this Article shall be the work days of the grievor.

Should the grievor be absent due to approved leave or illness, etc., the time limits will automatically be extended by the duration of that approved leave or illness, etc.

Dismissal and policy grievances will be calculated on calendar days.

4.3 Reference to the section of Managerial Organizational Grievance Procedure chart must be taken, in order to ascertain the various managerial levels of the grievance procedure. Refer to Schedule "D".

4.3(1) Step One: An employee who believes he has a grievance will submit the written grievance to the applicable immediate Supervisor or his designee within fourteen (14) calendar days of the date that the circumstances giving rise to the complaint have occurred or become known to the grievor. In the event that the grievance is not settled at Step 1, the grievor may submit the grievance to the applicable person identified in Schedule "D" or through any management representative within fourteen (14) calendar days of the date that a decision in writing was received in accordance with Step One.

4.3(2) Step Two: The applicable management representative and Corporate Human Resources shall hold a meeting with the employee within fourteen (14) calendar days from the receipt of the grievance and shall give the grievor his decision in writing within fourteen (14) calendar days of the meeting.

At this meeting, the applicable management representative and Corporate Human Resources will meet with the grievor and his/her representative. Corporate Human Resources and the Union shall mutually agree should additional persons be requested to attend.

4.3(3) If the grievor is not satisfied with the decision of the applicable management representative, the Union may apply to the Grievance Settlement Board for arbitration of the grievance within forty (40) calendar days of the date of the second step response. The Corporate response to such application will be the sole responsibility of the Corporate Human Resources Office. At any time prior to the expiry of the forty (40) calendar day timeframe, the Union and Corporate Human Resources may meet and discuss possible resolutions to the grievance.

It is further understood and agreed that any remedies reached and agreed upon prior to the matter being adjudicated by the Grievance Settlement Board, between the Union and the Human Resources Office, shall be final and binding upon all parties.

- 4.4(1)** It is recognized that a period of probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Employer, acceptable for employment. It is therefore recognized and agreed that probationary employees may be released or dismissed at the absolute and sole discretion of the Employer during the probationary period and that such release or dismissal shall be deemed to be for just cause. Any probationary employee who is released or dismissed shall not be entitled to file a grievance.
- 4.4(2)** Any employee, other than a probationary employee, who is dismissed, shall be entitled to file a grievance at Step 2 of the grievance procedure provided he does so within ten (10) calendar days of the date of the dismissal. Employees who are suspended may file a grievance at Step 2 of the grievance procedure provided they do so within fourteen (14) calendar days.
- 4.4(3)** Any employee who is a grievor and who makes application through the Union for a hearing before the Grievance Settlement Board shall be allowed a leave of absence without pay and with no loss of vacation credits for the purpose of attending the arbitration hearing.

At the mediation pre-hearing Step, the grievor will be allowed time off work with pay as required.

4.5 Policy Grievance

- 4.5(1)** Where any difference arises between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the agreement, the Union shall be entitled to file a grievance with Human Resources Employee Relations, provided it does so within and not after ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the

grievance. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular Grievance Procedure shall not be thereby by-passed.

4.5(2) A submission of a Policy grievance to the Human Resources Office shall be considered to be the second step of the Grievance Procedure for the purposes of this Article. Union Policy grievances shall be signed by an Executive Officer of the Local.

4.5(3) Where any difference arises between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the agreement, the Employer shall be entitled to file a grievance at Step Two of the Grievance Procedure, through the Human Resources Office provided it does so within and not after ten (10) calendar days from the occurrence or origination of the circumstances giving rise to the grievance. Any such grievance may be filed with the President/Business Agent of the Union and the provisions of Articles 4.3(2) and 4.3(3) shall apply mutatis mutandis.

4.5(4) Either party may refer a policy grievance to the Grievance Settlement Board within forty (40) calendar days of the last step of the grievance procedure in accordance with the referral to arbitration procedure described below.

4.5(5) Grievances Generally

When either party requests that a grievance be submitted to arbitration, such request shall be made in writing, within the time limits, specified in Article 4.3(3) or 4.5(4), addressed to the other party and at the same time nominating a Sidesperson. Within fourteen (14) calendar days thereafter, the Union or the Employer, as the case may be, shall nominate its Sidesperson. A sole arbitrator may be selected as provided for in Article 4.5(8) below.

- 4.5(6)** If an Arbitration Board is to be established by the parties, the two Sidespersons shall, within fourteen (14) calendar days, select a Chairperson of the Arbitration Board.
- 4.5(7)** Each party will bear the expenses of its Sidesperson and will jointly bear the expenses of the Chairperson or the sole arbitrator.
- 4.5(8)** The parties agree that it is their mutual preference to use sole arbitrators in accordance with the terms of the *Crown Employees Collective Bargaining Act*.

The parties will mutually agree upon hearing date(s).

- 4.6** Only grievances that are filed on the appropriate grievance form will be allowed and also to initiate the grievance procedure the following signatures are required.

Grievances originated at Step 1 of the procedure will be signed by the Grievor and Shop Steward or Officer of the Union.

Dismissals and suspension grievances will bypass Step 1 originating at Step 2.

Grievances originated at Step 2 of the procedure will be signed by the Grievor and a Union official except for policy grievances as defined in Article 4.5(2).

- 4.7** The time limits contained in this Article may be extended by agreement of the parties. If any such agreement is not made in writing, the burden of proving the existence of any alleged agreement shall be on the party asserting it.
- 4.8** It is agreed that no matter may be submitted for arbitration to the Grievance Settlement Board until the Grievance Procedure established by this agreement has been exhausted.
- 4.9** The Grievance Settlement Board or the arbitrator shall not have any jurisdiction to alter or amend in any way the provisions of this

agreement; to substitute any new provisions in lieu thereof, to give any decision inconsistent with or contrary to the terms and conditions of this agreement; or in any way to modify, add to or delete from any provision of this agreement. This prohibition shall not affect the powers conferred upon the Grievance Settlement Board or the arbitrator pursuant to *The Crown Employees Collective Bargaining Act 1993*.

- 4.10** In the event the Employer disciplines or discharges any employee, the Employer shall provide the employee and the Union with a copy of the written notification of discipline or discharge. All such documents must be filed and maintained in the Corporate Human Resources file at the time of the occurrence.
- 4.11** Time spent during their normal working hours by Union representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 2 of the grievance procedure. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor which permission shall not be unreasonably withheld.
- 4.12(1)** It is understood and agreed that failure of the Union to advance a grievance within the agreed time frames at any step of the grievance procedure shall constitute abandonment of such grievance and;
- 4.12(2)** Failure of management to respond to a grievance at any step of the grievance procedure shall constitute allowance of the grievance.
- 4.13** Time periods stipulated in this Article shall be counted from the day following the submission of the grievance or the reply.
- 4.14(1)** Employees in the bargaining unit shall have access to their corporate personnel records at reasonable times and on reasonable notice to the Employer.

Where an employee has a dispute through the grievance procedure, with the Company, he shall have the right to request a photo copy of the pertinent document(s) that may be contained in his personnel file.

4.14(2) Under the corrective progressive discipline procedure, the Human Resources office shall make null and void disciplinary documents from the employee's file from the date of issuance of each offence on the following basis:

- Written warnings - after twelve (12) calendar months;
- Suspension of 4 days or less - after eighteen (18) calendar months;
- Suspension of 5 days or more - after twenty-four (24) calendar months;
- Discharge records to remain on file for five (5) years (unless agreed otherwise) provided the employee makes application to the Employee Relations Consultant for its removal within one month of the five (5) year expiry or any time thereafter.
- Or, such documents may be removed irrespective of the above as the result of any settlements under the grievance procedure. Furthermore if an employee record has remained clear for a period of two (2) years following the expiry of the disciplinary document (i.e., the date on which it became null and void), it shall be removed from his/her employee file upon application to the Employee Relations Consultant.

Letters of counselling or instruction are non-disciplinary and will remain on file for twenty-four (24) months and are subject to the same conditions for removal as discharge letters outlined in the foregoing.

4.14(3) Under the corrective progressive discipline procedure, where an employee is suspended for five (5) days or less, he/she may elect to reduce unscheduled vacation bank and/or vacation credits by an equal number of hours provided there are sufficient credits to do so.

The election must take place at the time of the suspension being assessed and prior to the suspension beginning.

The employee will then continue to work their regular scheduled shift(s) and the discipline letter will be unchanged.

This option will not be allowed in cases whereby an employee has been suspended pending further investigation.

Nothing in this Article prohibits the normal grievance procedure.

4.14(4) Motor Vehicle Collision Record

A record of all motor vehicle collisions may be kept for up to five (5) years.

Should such record be used for disciplinary purposes, then the record shall be made null and void as set out in Article 4.14(2).

4.14(5) Complaint Investigation and Handling

The procedure regarding the investigation of complaints from members of the public will be based on the philosophy that our employees are innocent until proven guilty and shall be as follows:

- (a) A complaint means a complaint received by GO Transit from a member of the public regarding the conduct of an employee.
- (b) If a complaint is to be considered for disciplinary action, it must be forwarded in writing by the complainant to GO Transit within one (1) calendar month of the incident in question. If such complaint is not received within the above time limit, the incident/complaint will not be considered for discipline.

This provision will not be required in cases involving allegations of a criminal nature.

- (c) Nothing herein will prevent the employer from interviewing employees concerning verbal complaints. However, verbal and written complaints which have not resulted in disciplinary action may be kept on record for a period of up to twenty-four (24) months. All interviews concerning complaints must take place within fifteen (15) calendar days of receipt of the complaint by the respective department.
- (d) Should such record be used for disciplinary purposes then the record shall be null and void as set out in Article 4.14(2).

ARTICLE 5 - LEAVE - UNION ACTIVITIES

5.1 The Union shall notify the Employer in writing on or before July 1st in each election year or whenever changes take place of the names of its representatives as follows: officers, Bargaining Committee members, Union Management Committee members, stewards, and health and safety representatives.

All leaves under Article 5.0 shall be coordinated through the Manager Human Resources.

5.2 The Employer shall provide the Union with the following:

- (a) on a semi-annual basis, an up-to-date list of employees listing names and classifications according to seniority provisions and procedures; and
- (b) immediate notification of job postings, awards, notices of promotions, demotions, hirings, resignations, change of address, retirements and deaths.

5.3 The Union/Management Committee shall meet once every two months providing an agenda is submitted ten (10) days prior to such meetings by either party. Emergency meetings may be arranged if approved by the Corporate Human Resources Office. Should such meetings go beyond the employees' normal paid hours, such further time will be without pay.

The Union/Management Committee shall consist of the three (3) Union Officials who constitute the Union negotiation committee and the three (3) Management Officials who constitute the Corporate negotiation committee. In addition to these members, Management and/or Union Officials as required or requested may attend from time to time provided that Human Resources Employee Relations is notified and grants approval prior to the scheduled meeting.

- 5.4** (a) The Union shall have the use of bulletin boards at Steeprock, Newmarket, Willowbrook, Union Station, Middlefield, Wolfedale, Head Office, Hamilton, Bramalea, satellite and future work locations for the purpose of posting notices relating to the Union's business. In Station Operations, Union notices may be placed on a clipboard provided at the work locations.
- (b) The Union may, with forty-eight (48) hours notice to the Employer, place ballot boxes at appropriate points at any work location for the purpose of conducting votes within their membership, providing it does not interfere with the Corporation's operations.
- 5.5** The Employer shall provide each new employee with a copy of the collective agreement and a list of current union officials.

The cost of printing the Agreement shall be borne by the Employer.

- 5.6** Leave of absence shall be granted to a member of the Union (exclusive of all full-time union officials) with no loss of pay, vacation credits, seniority or benefits subject to the following conditions:

- (a) Not more than three (3) employees at any one time for any one set of negotiations.

Not more than two (2) employees are absent on such leave (i.e. negotiations) at the same time from a section;

- (b) Not more than one (1) employee shall be permitted such leave for any one set of interest arbitration or Union/Management meetings;
- (c) a request must be made in writing and approved at least two (2) weeks prior to the commencement of the date or dates for which leave is requested, if possible.

The Employer may, in its discretion, grant a leave of absence without pay to three (3) additional members of the Union for the purpose of participating in negotiations provided such leave does not interfere with the continuance of efficient operations of the Employer. Any such leave shall be subject to the conditions hereinbefore set out.

Any leaves of absence granted hereunder shall be without loss of vacation credits, seniority or other benefits to the employees granted such leaves.

5.7 Leave of absence without pay to attend Union conventions, seminars, grievance arbitration, or mediation shall be granted to a member of the Union who actually participates in such conventions, seminars, grievance arbitration, or mediation provided that such leave does not unduly interfere with the continuance of efficient operations by the Employer. However, any leaves of absence granted hereunder shall be compensated by the Employer and shall be without loss of vacation credits, seniority, or other benefits to the employee granted such leave. The Union agrees to reimburse the Employer every two pay periods for such employees' wages.

Such leave shall be subject to the following conditions:

- (a) not more than three (3) employees at any one time shall be permitted such leave;
- (b) no one such leave shall extend beyond ten (10) working days;

- (c) the maximum number of days granted hereunder shall not exceed sixty (60) for each year of the contract, not including mediation or grievance arbitration;
- (d) not more than two (2) employees are absent on any such leave at the same time from a section;
- (e) not more than one (1) employee for mediation or grievance arbitration; and
- (f) a request must be made in writing and approved at least two (2) weeks prior to the commencement of the date or dates for which leave is requested. Such request shall state the particulars of the function to be attended. The requirement to make the written request two (2) weeks prior to the commencement of the date of the leave shall not apply if the Union itself did not receive two (2) weeks advance notice of the date of the convention or seminar provided the Union explains the circumstances to the Employer. If such special circumstances arise, the Union shall make the written request as soon as they have knowledge of the date for which the leave is requested.

5.8 Leave of absence without pay to attend Executive Board meetings shall be granted to a member of the Union who actually participates in such Executive Board meetings, provided that such leave does not unduly interfere with the continuance of efficient operations by the Employer. However, any leaves of absence granted hereunder shall be compensated by the Employer and shall be without loss of vacation credits, seniority, or other benefits to the employee granted such leave. The Union agrees to reimburse the Employer every two pay periods for such employees' wages.

Such leave shall be subject to the following conditions:

- i) No more than one (1) meeting per month;

- ii) no more than six (6) board members at any one time shall be permitted such leave;
- iii) in January of each year, the Union shall provide the Employee Relations Consultant with the schedule of such meetings. In the event that the Union adjusts this schedule, the Union shall provide at least sixty (60) days notice to all local Management affected, otherwise release of board members shall be at the discretion of the Employer.

5.9 For administration purposes the Union officer shall liaise with and through the Corporate Human Resources Office and follow all Corporate policies and procedures in carrying out their duties while on Corporation property.

It is agreed that all transactions continue to be conducted in a professional, courteous and business-like manner, and all codes of conduct, policies and procedures be complied with, in the conducting of any such transactions.

Specifically, while the Union Contract does not address access to facilities, the grievance procedure (4.1) does allow for attendance of “a member of the Local Union Executive or Union Steward at each step of the grievance procedure”. Irrespective the full-time Union incumbents will have other business to conduct from time to time and it is agreed that such representative may have reasonable access to facilities and Union members. However, it is expected that even such pre-determined access to GO Transit premises will normally be preceded by notification of same.

When members of the Union are elected to full-time positions under this Article, the resulting vacancies may be filled on a temporary basis.

The method of filling vacancies and sequential effects of this leave shall be mutually agreed on an individual case basis.

- 5.10** (a) Local 1587 Union Officers elected to occupy full-time Union positions acting solely for Local 1587 shall be granted leaves of absence to fulfil the duties of all such positions, seniority shall continue to accumulate during such leave and upon expiration thereof, the employee shall have the right to return to their former position. The Union agrees to reimburse the Employer every two pay periods for such employees wages and benefits. The Union further agrees to indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of the Employer making such payments to such individuals.
- (b) Where a Union official is elected or appointed to a Union term of office, a leave of absence shall be granted without loss of seniority and without pay or benefits subject to the aforementioned paragraph. On completion of the leave he/she shall return to his/her former classification or to one that is comparable if his/her original classification does not exist.

ARTICLE 6 - MANAGEMENT'S RIGHTS

- 6.1** Except as otherwise abridged by specific provisions in this agreement, the Union acknowledges that the Employer shall be entitled to exercise all the usual rights and functions of management, which rights include, but are not limited to, the right to establish and maintain cost reduction methods and techniques, to schedule and direct the work force, maintain order, discipline and efficiency, hire, retire, classify, reclassify, direct, promote, demote, discipline and discharge employees (provided that a claim that an employee with seniority has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as provided for in this agreement) and to increase and decrease the work force, suspend or cease operations, set the hours of operation and assign same and the various duties to be performed, make and apply reasonable rules and regulations to be observed by employees, determine the number and location of facilities, the methods of operation, the schedule of operation, the kinds and

location of machines, tools and equipment to be used; provided nothing herein shall restrict the rights of the parties pursuant to the *Crown Employees Collective Bargaining Act*, as amended 1993.

ARTICLE 7 - SENIORITY

7.1(1) Important Dates

The following dates may apply in any combination thereof to permanent full-time and permanent part-time employees covered by this agreement unless mutually agreed otherwise or as stipulated in the Article which covers the subject.

7.1(2) Date of Continuous Service

This date shall reflect the last hire date of the employee (the effective date of hire), irrespective of the first day that may be worked. This date is set by the Human Resources Office and is used to establish the continuous service date. Breaks in continuous service will change this date and such breaks in this service will be caused by:

- (a) the termination of an employment contract by either party;
- (b) resignation by the employee;
- (c) discharge by the employer;
- (d) release of the employee through expiry of recall rights;
- (e) retirement;
- (f) permanent layoff; and
- (g) extended absences of fourteen (14) or more scheduled consecutive working days during an employee's probationary period for the purposes of 7.2(1)(a).

Exceptions may be made to cover special circumstances whereby continuous service may be back-dated and, as such, the exception will be covered by an agreement in writing. This date is used to trigger the count down for benefits, except for those employees affected by Bill 125 where there is no count down.

7.1(3) Original Provincial Government Date

This date will be shown where a transfer or hire from another Ontario Government agency or Ontario Provincial Government took place whereby the employee was covered by the *Toronto Area Transit Operating Authority Act*, Section 4(3).

7.1(4) Entry into the Bargaining Unit Date

This date will reflect the last actual date that an employee commenced in a classification which comes under the terms of the Collective Agreement, or as determined in the previous agreement, whichever is greater, or as determined by the parties through a letter of intent, and is known as the GO Transit Seniority date.

This date is used for layoffs greater than 10 days.

7.1(5) Classification Seniority Date

This date will reflect the last actual date that an employee commenced in a classification which comes under the terms of the collective agreement subject to the following:

1. For an employee with permanent full-time status, this date reflects continuous service in a bargaining unit position at a rate of 50% for employee's permanent part-time service; and at a rate of 100% for employee's permanent full-time service or as determined in the previous agreement, whichever is greater, or as determined by the parties through a letter of intent.
2. For an employee with permanent part-time status, this date will reflect the last actual date that an employee commenced in a classification which comes under the terms of the collective agreement, or as determined in the previous agreement, whichever is greater, or as determined by the parties through a letter of intent.

It is used for operational requirements; such as, overtime selection, vacation selection, and shift selection, and is known as Classification Seniority.

The Classification Seniority Date for employees transferred under Bill 125, shall be as determined in the previous collective agreement within the Bus Operator classification. Employees within this classification who move to other classifications within the bargaining unit shall be subject to a new classification date as determined in 7.1(5)1 and 2.

When more than one employee has the same Classification Seniority Date, the classification seniority order will be determined by the following:

1. Internal - Time stamp date when first successful application for a GO Transit position;
2. External - Time stamp date when application received.

7.1(6) Automatic Progressional Increase Date

This date is used for the purposes of flagging an employee's automatic hourly wage increase as laid out in Schedule "A1" and "A2", and is also used to flag probationary appraisal date.

7.1(7) Vacation Entitlement Date

This date is used to calculate the amount of vacation entitlement and normally will be the original Date of Continuous Service 7.1(2) with the following exceptions:

- (a) prior Government service adjustment;
- (b) Bus Drivers under Bill 125, Mechanics and transfers under Letters of Intent, #4 and #5 of the 1986-89 Agreement where this date of vacation entitlement reflects these employees' original hire date with the previous employer.

7.1(8) Vacation Entitlement Adjusted Date

All permanent employees are entitled to vacation credits in respect of a month or part thereof, in which they are at work or on leave of absence with pay.

However, the vacation entitlement date may be adjusted (retarded), due to any or multiples of the following:

- (a) when any type of leave of absence without the employee's normal pay exceeds thirty (30) consecutive calendar days, or thirty (30) consecutive calendar days of layoff, then the date will be adjusted by the total number of days of such absence;
- (b) after the first nine (9) months that the employee receives benefits under the *Workplace Safety and Insurance Act*, then such days after the nine (9) months will be used to adjust the date.
- (c) when the employee is receiving benefits under L.T.I.P., then all L.T.I.P. days will be used to adjust the date;
- (d) exceptions to the above (a) will include maternity and parental leave, and Short Term Sick Plan;

No adjustment will be made for any employee appointed to a full-time union official position under Article 5 for such leave of absence.

7.1(9) Benefits Start-up Date

Group Insurance Benefits

This date is used to reflect the original eligibility coverage date in respect of group insurance benefits, and STSP and LTIP benefits for eligible employees.

7.1(10) Severance Pay Entitlement Adjusted Date

This date may be adjusted for all employees who are classified as permanent full-time or permanent part-time. The basic date used for any adjustment will be the GO Transit Hire Date.

The severance pay entitlement date may be adjusted (retarded) due to any or multiples of the following:

- (a) when the employee is receiving benefits under the L.T.I.P., then all L.T.I.P. days will be used to adjust the date;
- (b) after the first nine (9) months that the employee receives benefits under the *Workplace Safety and Insurance Act*, then such days after the nine (9) months will be used to adjust the date; and
- (c) with the exception of maternity and/or paternal leave, when the employee is on a leave of absence without pay for a period greater than 30 consecutive calendar days or when the employee is on layoff for a period greater than 30 consecutive days, then all such days will be used to adjust the date.

No adjustment will be made for any employee appointed to a full-time union official position under Article 5.0 for such leave of absence.

7.1(11) Union Dues Cancellation Date

This date is used to flag the cancellation of dues deductions which have been continued for employees who elect to pay dues for a period up to six (6) calendar months after they transfer to positions outside of the bargaining unit. Also, please see Article 7.4(3).

7.1(12) Pension Credit Date

This date is determined by the Public Services Pension Plan (OPB), Ontario Public Service Employees' Union Pension Act (OPSEU) and the OMERS Act and Regulations. This date may be a combination of hire and/or credit.

7.2 Establishing Seniority

- 7.2(1)** (a) On entry into the bargaining unit there shall be a probationary period for all employees. Such period shall be six (6) months of continuous service from the last date of hire for full-time employees and nine (9) months of continuous service from the last date of hire for part-time employees. Should an employee's status change the employee's service will be counted towards their probationary period. Where the employee's service is broken, as outlined in Article 7.1(2), then the employee's probationary period will be extended by the amount of time equal to the length of time of the extended absence referred to.

For the purposes of employees changing status from part-time to full-time or vice-versa during their probationary period, a month shall consist of 30.5 days.

For this purpose, 1.5 month of part-time continuous service is to be equivalent to one month of full-time continuous service.

Part-time employees who have not completed a probationary period and whose status has changed from part-time employment to full-time employment will have their part-time service for their probationary period calculated as follows:

- (i) The number of part-time months continuously served at the date of transfer will be determined by subtracting the date of transfer from the date of hire, then dividing by 30.5 (number of days in a month).
- (ii) The number of part-time months served will then be divided by 1.5 to determine the full-time equivalency of the part-time served (i.e., the employee's service).
- (iii) This number will be subtracted by 6 (number of months needed for full-time employees to complete a probationary

period) to determine the number of months necessary to fulfill the full-time probationary period.

- (iv) This number of months will be multiplied by 30.5 (conversion of months to days) then added to the date of transfer to determine the end probationary date.

For probationary employees transferring from full-time status to part-time status, the full-time service in months will be multiplied by 1.5 to reach a part-time equivalency and calculated accordingly.

- (b) Probationary employees will have no seniority rights during this period. After completion of the probationary period, an employee's seniority shall date back to the date of his last hiring and shall be determined as specified in this Article.
- (c) Non-permanent bargaining unit employees who are successful in the award of a permanent bargaining unit position shall have continuous service recognized for the following: Articles 7.1(2) Date of Continuous Service, 7.1(4) Entry into the Bargaining Unit Date, and 7.1(7) Vacation Entitlement Date.

Non-permanent employees who are awarded a permanent position will be subject to a probationary period as outlined in the foregoing provisions.

- 7.2(2)** Seniority will accumulate during periods of work, vacations, holidays, and approved leaves of absence and periods of layoff except as stipulated elsewhere in this agreement.

Employees who enter the bargaining unit with a new date of entry; i.e., have no seniority, or rights to seniority, shall be subject to the normal probationary period as per 7.2(1), irrespective of any continuous service that may be recognized for any other reason or purpose.

Such entry date into the bargaining unit shall also be used as the start date rate for the classification in which they are entering.

For the Milton takeover such employees will have a date of June 6th, 1986 established as their GO Seniority Date.

With reference to Bill 125 concerning the Georgetown takeover, it is agreed for the sole purpose of the GO Transit seniority date that the date of 16 August, 1987 shall be used; however, for all other record purposes the group of drivers who were required to undergo the training program shall have the date of 16 August, 1987 and for those drivers not required to undergo such training, shall have the date of 9 September, 1987 as per the hire date lists which are filed with the Personnel files.

Similarly for the Hamilton takeover such employees will have a date of October 2, 1988 established as their GO Transit Seniority Date.

- 7.2(3)** Classification seniority for the purposes of this agreement shall mean, seniority held as of the effective date of this Agreement and thereafter as in accordance with Article 7.1(5).
- 7.2(4)** For the purpose of layoff the sections are Bus Operations, Station Operations, Enforcement, Maintenance, Fleet Maintenance, and Office Professional Technical.
- 7.2(5)** Where an employee is on leave of absence for the purpose of holding a permanent full-time Union position (Reference Article 5.0) seniority shall continue to accumulate.
- 7.2(6)** Except where stipulated elsewhere in this agreement, seniority shall accumulate on the same basis for permanent part-time employees.

When permanent part-time employees move to a permanent full-time position or vice-versa their classification seniority shall be determined in accordance with the first and third paragraphs of Article 7.1(5).

7.2(7) For the purpose of this Agreement, permanent part-time employees shall mean those employees in the unit who are required to work on a regular and continuing basis for more than one-third of the normal period for persons performing similar work in a classification.

7.3 Layoff and Recall

7.3(1) Temporary Layoff

Where a layoff of ten working days or less is required employees may be laid off based on inverse order of GO Transit seniority at the work location(s) affected.

With reference to such layoffs, it is not the intention of the Corporation to lay off employees under ten (10) days indiscriminately. The purpose of such possible layoffs is to ensure that should such emergencies occur that place the Corporation in the position of having to temporarily reduce the workforce, it may do so out of the normal layoff provisions.

Such action of temporary layoffs may occur for reasons beyond the control of the Corporation such as industrial disputes, accidents, fire, flood or Act-of-God. Should a temporary layoff initially take place which goes beyond the ten (10) day criteria, the normal layoff procedure will take place.

7.3(2) Permanent Layoff

In the event of a layoff in excess of ten (10) working days, GO Transit Seniority shall be used in the following manner.

Probationary and non-permanent employees within the classification in which the layoff takes place shall be released or displaced first, in order of inverse hire date.

Where notice is given by the Employer and all probationary and non-permanent employees have been laid off in the affected classification any employee with seniority, may volunteer to be separated from employment by layoff in order to save another employee's position (Ref. Article B13.01). Any employee who so

elects, shall be separated from employment and along with employees laid off shall, thereafter, have recall rights only to the classification from which he/she was so separated providing such employee makes his/her option known in writing to the employer within fourteen (14) calendar days of the date of the Corporation's notice of layoff.

Thereafter, employees will be laid off in inverse order of GO seniority within the classification and thereafter, provided their GO seniority allows it, within the section (i.e., see Schedule "E-I") providing they are qualified and willing and able to do the work.

Employees on notice of layoff who are eligible to displace other employees must indicate their decision in writing within seventy-two (72) hours of receiving their notification in writing.

Any employee who refuses to exercise seniority rights at any step of the layoff procedure will be laid off.

7.3(3) Bumping Procedure

In the application of this Article, permanent part-time employees cannot displace permanent full-time employees or vice versa provided that permanent full-time employees who have exhausted their bumping rights hereunder and are to be laid off from work shall have the right to displace a permanent part-time employee with lesser GO seniority, within their section.

Such bumping within the section may only be in a downward or lateral direction provided they are qualified, willing and able to do the work (refer to Schedule "E-I" and "E-I OFPT").

Downward shall be defined as lesser pay per hour and/or lesser hours per week (permanent full-time vs. permanent part-time). Lateral shall be defined as same pay per hour.

In the application of this Article, permanent part-time employees cannot displace permanent full-time employees or vice versa provided that permanent full-time employees who have exhausted

their bumping rights hereunder and are to be laid off from work, shall have the right to displace any permanent part-time employee with lesser GO Transit seniority, within their section provided they are able, willing and qualified.

Due to the nature of the bumping procedure and the unpredictability of the direction and results of that bumping, the layoff must take precedent over all other normal movement of employees (i.e., standing applications).

During layoffs an employee may choose to accept an open position for which he/she is qualified rather than bumping within their classification or section and should he/she elect this option, they shall retain recall rights to the original classification without loss of seniority.

Where an OFPT employee who has been notified or is on layoff and currently possesses the qualifications and skills of a position they have held previously, then the employee may bump laterally or downward within their section or another section where the previously held position is identified. At the time of layoff the employee must satisfy the criteria identified in the current job description, and the employee must have satisfied the performance standards of that classification.

Should the parties agree that the bumping procedure will likely cause significant movement within a classification or section, then the parties may agree to have a "master" sign-up take place which will be the sole responsibility of the Union to administer.

7.3(4) Recall

Where there is an increase in the working force after a layoff, the reverse of the layoff procedure shall be followed. Before any new employees are hired, the employees still laid off, bumped into lower paid classifications, or accepted another position under Article 7.3(3), shall be first recalled to employment in the order of their GO seniority to the classification from which they were laid off.

Further, employees who are laid off may be offered alternate work should it become available and for which they are qualified, able and willing to perform.

In the application of the above, the qualification or ability and willingness referred to shall be established on the basis of all those classifications with which employees have already been credited in the last two (2) years, by new classifications gained from time to time through successful bidding on posted jobs, as provided in Article 8.

Employees who are on layoff whose recall rights have not expired pursuant to Article 7.4(1)(d), and who are successful in obtaining employment with GO Transit in a classification covered by the Collective Agreement to which they do not have recall rights, shall re-establish their past credits towards GO Transit seniority date, vacation entitlement date and their section seniority date, if applicable. They will relinquish their right to recall and severance. All time on layoff will retard adjusted seniority dates.

Probationary requirements will apply in these situations for eighty (80) working days.

Continuous service date will be as a new hire.

Employees who refuse recall shall forfeit all recall rights except when refusing recall to a position which is greater than 90 kms. from their previous work location.

7.3(5) Relocation of the Workforce

Employees required to relocate as a result of a reduction of work in a location shall be transferred in inverse order using classification seniority, and may first select open and available position(s) at any location, or may displace less senior employees within their classification from existing positions using classification seniority, and such displaced employees shall follow the same procedure.

Refusal to select will result in the employee being released irrespective of seniority.

Such transfers will take precedent over all other normal movement of employees (i.e., standing applications).

Employees who are forced to relocate or who are displaced in accordance with the above will be entitled to submit an application for preferential relocation, returning to the one location from which they were displaced, provided that such application is received not later than ten (10) days following the date of the actual relocation.

Such application will be kept on file and will be utilized to return such employees to their displaced location, in order of classification seniority, if and when vacancies are to be filled. These applications will take precedence over the standing application procedure.

All such applications for preferential relocation will cease to have any validity:

- (a) if the employee subsequently withdraws the application;
- (b) if the employee receives any relocation or promotion under the standing application procedure, or;
- (c) if the employee is relocated according to his/her application, or;
- (d) following eighteen (18) calendar months from the date of the relocation.

In the application of seniority on layoff, and transfer, the Corporation will not be prevented from maintaining a working force of employees who are able and willing to do the work which is available. Such Corporation action shall not be inconsistent with the above terms of this Article.

- 7.3(6)** Apprentices will not be subject to the normal seniority provisions that pertain to layoffs while they are apprentices.

Should a layoff occur within the apprentice classification, then those apprentices who transferred from another classification within the bargaining unit will be allowed to bump back into only the most recent classification, if their GO Transit seniority is sufficient to allow such a bump.

Apprentices hired from outside the bargaining unit or who do not have sufficient GO Transit seniority to return to their previous classification, shall be laid off without further consideration.

- 7.3(7)** The Union Executive while operative, shall have top seniority within their respective section and classification for layoff purposes only and shall be retained in employment regardless of seniority so long as there is work therein that they are competent to perform.

- 7.3(8)** (a) The Employer will notify the Union Executive prior to such notice being given to such affected employees and will relay such reasons for the layoff and the process which will be implemented.

(b) The Employer shall give each employee in the bargaining unit notice in writing of layoff in accordance with the *Ontario Employment Standards Act*.

7.4(1) Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) resigns or retires;
- (b) is discharged and not reinstated through the Grievance or Arbitration Procedure;

- (c) is absent from work for a period of three (3) or more consecutive working days without notifying the Employer or without justifiable reason acceptable to the Employer;
- (d) has been laid off for the lesser of his length of seniority or eighteen (18) months;
- (e) is absent from work due to disability or illness for a period equal to his/her GO Transit seniority or twenty-four (24) consecutive months, whichever is the shorter, or fails to return to work within ten (10) calendar days of such L.T.I.P. payments being curtailed.

However, any employee who fully recovers subsequent to the termination under the above criteria and can carry out his/her full duties and responsibilities of his/her classification held at the time of being placed on L.T.I.P., and can return to his/her occupation as verified by a medical practitioner in writing, and notifies the Corporation in writing within thirty (30) days of L.T.I.P. payments being curtailed, will be offered the first available vacancy to be filled in his/her previously held classification within 90 km. of his/her previous work location, should their seniority permit.

Further provisions of the offer to the recovered employee will be that his/her seniority will be adjusted by the amount of the total absence from his/her termination date to the new rehire date. Such seniority to be adjusted will be GO Transit seniority, and classification seniority. Vacation entitlement and continuous service date for severance will be as per the collective agreement. The pension continuous service date will be subject to the pension plan rules, i.e., buy back rights will be extended to the employee. All other benefits will commence on the first day of the rehire except under the S.T.S.P., as outlined in Schedule "B".

Any affected employee who wishes to be rehired under this program must acknowledge the Corporation's offer in writing

and return to work within ten (10) calendar days after registration date with the Union of such an offer, otherwise they will forfeit all rights and privileges under this Article;

- (f) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;
- (g) fails, upon being notified of a recall to work from layoff, to report for work within five (5) calendar days after such notification has been given by telephone or by registered mail, unless approval has been received by the employee to postpone his return. Where such notification is given by registered mail, it shall be deemed to have been received by the employee five (5) days after it is mailed. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

- 7.4(2)** (a) When an employee loses their licence or Ontario Provincial Police (O.P.P.) security clearance; or is unable to continue to fulfil the requirements of the GO Transit Operator Permit or is unable to continue to fulfill the requirements necessary to maintain access to the CPIC and PARIS information systems, through non- medical reasons, they may be placed on a leave of absence without pay or benefits.

During such time that the employee is on a leave of absence and obtains their licence/permit/necessary clearance, they will be able to return to their original classification with loss of seniority and service for the period of the leave of absence.

- (b) No leave of absence will be granted which is greater than the length of seniority or eighteen (18) months, whichever is the lesser. If the employee regains such licence, security

clearance or permit they will be returned to their original classification.

- (c) Where it is determined in the sole and absolute opinion of the employer that the employee may continue to perform all of the remaining duties without affecting the operation of the employer such an employee may remain in their classification.
- (d) If the employee is immediately qualified or has the ability to be qualified at the sole and absolute discretion of the employer, and a vacancy exists after all standing applications are fulfilled, the employee may be placed in another position on a temporary basis when mutually agreed. During such time the employee's classification seniority for such position will start from the date of entry to the new classification. When and if the employee regains such licence, security clearance or permit they will be returned to their original classification without loss of seniority for such period that the employee was temporarily assigned.

The sole and absolute opinion of the employer shall not be exercised in a discriminatory manner.

- (e) An employee shall only be allowed to exercise this Article once while employed by GO Transit unless otherwise mutually agreed.
- (f) Refer to Article 8.8 for loss of license, security clearance or permits due to medical reasons.

7.4(3) Employees who accept a non-supervisor position with GO Transit whether within or outside the bargaining unit and who maintain the payment of union dues, shall maintain and accumulate seniority for a period up to six (6) calendar months. Should the non-supervisor employee return to his/her previous classification prior to the six (6) months or should the employer wish to return the employee to the bargaining unit, he/she shall return to his/her original classification.

Where it is established that this position is for a definite term, the six (6) months may be extended by consent of the Union.

7.5 Non-Permanent Employees

Should the Employer be unable to use the temporary assignment procedure outlined in the Collective Agreement, to fill temporary operational requirements, the Employer may hire a non-permanent employee from outside of the bargaining unit to fill or backfill a position.

The purpose of the identified temporary vacancy shall be:

- (a) performing a specific task or project;
- (b) filling a vacancy created by a long term temporary absence including maternity or parental leave;
- (c) filling a vacancy resulting from a termination that is subject to the grievance procedure.

Such positions shall be temporary and shall not exceed twelve (12) continuous calendar months unless mutually agreed upon by the parties, which agreement shall not be unreasonably withheld.

Such employee's wages shall be as outlined under the terms of the Collective Agreement, unless otherwise agreed to by the parties, other conditions of employment will be outlined in a signed agreement between the Employer and the non-permanent employee and will not be subject to the provisions of the Collective Agreement except where described herein.

ARTICLE 8 - POSTING AND FILLING OF VACANCIES

- 8.1(1)** When a permanent vacancy occurs within a classification covered by this agreement, which the Employer intends to fill, after the Employer applies the internal job transfer bidding procedure and the ultimate vacancy is thereby identified, such vacancy shall be

advertised for ten (10) calendar days provided that nothing herein shall prevent the Employer from advertising such vacancy throughout its system or outside during the ten (10) day period. Probationary employees may, at the sole discretion of the Employer, be considered for another position outside their classification after the signing date of this agreement.

The Corporation reserves the sole and absolute right to carry out any applicable interviewing or testing that is necessary in its opinion. All test processes will be approved by qualified Human Resources staff. An employee will only be allowed to take one test failure for each different job classification bid every four (4) months.

Current employees applying for positions which involve increased driving responsibilities must meet corporate driving standards and provide with application a current driving abstract.

The opinion of the Employer shall not be exercised in an arbitrary or discriminatory manner.

8.1(2) Internal Job Transfer Bidding Procedure

When a vacancy is to be filled, the deadline for standing application consideration will be at midnight of that day.

In the case of retirement, the deadline for submission will be midnight of the day which falls, forty-five (45) calendar days prior to the retirement day or forty-five (45) calendar days prior to scheduled vacation which directly attaches to the retirement day (i.e bridging to retirement date).

In the event of a new position opening or service expansions/takeover, such information will be posted for twelve (12) calendar days, with the deadline for standing application submissions being midnight of the thirteenth day following such above notification.

The Human Resources office will notify the Union of any vacancies which the employer does not intend to fill.

8.1(3) This internal job transfer bidding procedure is within a given classification as follows:

This Procedure shall be applied only within the specific classification, prior to the posting and filling of an ultimate vacancy in accordance with Article 8 of this Agreement.

8.1(4) All employees within each classification, when requested, must submit a “standing application” to transfer to any existing alternate home base or location, shift, shift hours, days off (in order of preference), to transfer from part-time to full-time status, or to indicate that they wish no change, whichever is applicable to each individual within their current classification.

Employees who have a standing application on file according to the above will not be allowed to job post for positions within their own classification.

If completely new home bases or locations become available relative to the assumption of new service corridors, separate special procedures will apply as posted.

8.1(5) A copy of such standing application submitted will be furnished to the employee. Since a standing application will remain valid indefinitely until it results in action or is replaced by the employee, it is the responsibility of the employee to ensure that a standing application always reflects the employee’s current preferences.

It is the responsibility of the employer to apprise employees of all available options when requesting standing applications.

8.1(6) When a permanent classification position vacancy is to be filled, all standing applications will immediately be reviewed with the intention of awarding transfers (including any “resultant” transfers) in order of classification seniority in the following sequence, where applicable:

(a) transfer of a full-time employee from one home base or location to another or as referred to above;

- (b) transfer of an employee from part-time to full-time status;
- (c) transfer of part-time employees from one home base or location to another or as referred to above; and
- (d) transfer of full-time employees to part-time.

8.1(7) The transfer process for Bus Drivers will be performed as follows:

(a) Balance Manpower

- Identify all vacancies
- Identify all reductions

(b) Inactive Drivers

- If an inactive driver transfers, or is displaced, into a home base location from another location, the lowest seniority driver that transfers to that location becomes conditional.

(c) Conditional Drivers

- (i) Conditional drivers are sent back to their previous home base location when the inactive driver that created the conditional vacancy returns and they are displaced. If they are not displaced, they have the option to remain in the current location or join the main transfer procedure.
- (ii) If the inactive driver returns during the board period, the conditional driver will be moved to the home base group of the current location, where a spare position will be created for the driver.

(d) Forced Drivers

Forced drivers given priority to transfer to their previous location if a vacancy exists. Forced is removed if driver

transfers to another location by choice or if 18 months pass from the effective date they were forced.

(e) Transfer Process: Filling Vacancies

When a position vacancy is to be filled, all processed standing applications on file will be reviewed with the intention of awarding transfers in order of classification seniority in the following sequence, where applicable:

- (i) Transfer of a full-time employee from one home base location to another in seniority order
- (ii) Force - After the transfer procedure, if there are more drivers than duties at a location(s) the most junior driver is "forced-out" in inverse order using classification seniority, then assigned new locations in seniority order. Those with higher seniority will have the option to bump those of lower seniority into the forcing procedure. If there are no remaining locations on the standing application, the driver will be sent to the nearest location with a vacancy.
- (iii) Transfer of employees from part-time to full-time status;
- (iv) Transfer of employees from the pre-qualified pool to a full-time status;
- (v) Alternate (iii) and (iv) until all full-time position vacancies are filled or until the pre-qualified pool is exhausted;
- (vi) Transfer of part-time employees from one home base or location to another and transfer of full-time employees to part-time.
- (vii) Force – see above (same procedure is followed for part-time forcing).

(viii) New Employees will fill any remaining vacancies if required.

8.1(8) Probationary employees are allowed to have a standing application of file and if no employees with seniority have a standing application, then Management may at its sole discretion, allow a probationary employee's application.

A posting will be advertised each year in January and in July to afford the opportunity for all employees to qualify for the pre-qualified pool.

8.1(9) Full-Time Station Attendants

(1) Each year in January, a modified "open-ended" posting will occur for full-time Station Attendant positions for the purpose of the "pre-qualification" of applicants (i.e., interviewing and testing will be as per the second paragraph of Article 8.1(1)). Accordingly, it is understood that each individual vacancy will not be posted and that not all of the posted locations will necessarily be available at any given time.

(2) Full-time non-probationary bargaining unit employees who apply and successfully "pre-qualify" to be trained for a full-time Station Attendant position will then be placed in a "pre-qualified" hiring pool for subsequent consideration as outlined below. For the purpose of applying Article 8.1(9), the seniority date (as per Article 7.1(5) - Full-time status classification seniority date) used for the full-time non-probationary bargaining unit member will be calculated as of the posting date.

(3) Probationary and non-probationary employees in the Station Attendant classification will continue to be allowed to have a standing application on file, but will not be eligible to apply for posted Station Attendant positions. Also, notwithstanding any section of Article 8.1(9), Article 8.1(6)(a),(c) & (d) shall continue to apply.

(4) For each part-time Station Attendant promoted to a full-time Station Attendant position under the standing application procedure, the most senior full-time bargaining unit member from the “pre-qualified hiring pool” shall be appointed to the next full-time Station Attendant vacancy provided he/she has higher seniority (as per Article 7.1(5) - Full-time status classification seniority date) than the part-time Station Attendants who have a standing application (i.e., if the part-time Station Attendant has higher seniority than the bargaining unit member, he/she will be awarded the full time position. In this situation, the part-time Station Attendants will be considered first for the next full time vacancy and so on.) Management continues to reserve the right not to appoint probationary employees to any position, and failing the immediate availability of pre-qualified non-probationary candidates may elect to fill positions from outside the bargaining unit.

8.1(10) Internal Job Posting Procedure

The Employer shall consider all applicants from the bargaining unit before considering external applicants and will only consider external applicants if in the reasonable opinion of the Employer there is no applicant from the bargaining unit who possesses the necessary skill, ability and qualifications to perform the work in question.

Where there is more than one applicant from the bargaining unit who in the opinion of the Employer is qualified for the position, then the employee with the longest seniority, as calculated to reflect 50% of the employee’s part time service and 100% of the employee’s full time service, within the bargaining unit shall be offered the vacancy.

The opinion of the Employer hereunder shall not be exercised in an arbitrary or discriminatory manner.

The Employer shall have the right to specify the qualifications required for the job.

8.2 A bargaining unit employee appointed to a vacancy in accordance with the foregoing shall be subject to a trial period of sixty (60) working days. If within such period the Employer determines the employee does not possess the skill and ability to perform the work in question, such employee shall be returned to his previously held position and any employee displaced as a result of such return shall similarly have the right to return to his previously held position.

Should the employee not be able to obtain OPP clearance, special constable status, or any other status or clearance required to fully perform the duties of his/her position the employee shall be returned to his previously held position and any employee displaced as a result of such return shall similarly have the right to return to his previously held position.

8.3 The notice of vacancy shall state where applicable, the nature and title of the position, salary range, qualifications required and the area in which the position exists.

8.4 During the period of posting and until the award is made, the Employer shall have the right to fill the position on a temporary basis.

All successful employees on job bids through competition or standing application will be moved into the new position within twenty (20) weekday days (i.e., Monday to Friday) unless mutually agreed otherwise between the parties.

8.5 Upon promotion to a higher rated classification, an employee shall receive the applicable progression rate.

8.6 Upon demotion to a lower rated classification, an employee shall receive the applicable progression rate of the lower classification.

8.7 Where an employee has previously held the classification on a permanent basis for which he is applying, he will automatically be placed in the classification for which he is applying, provided he is the most senior person applying amongst those applicants who

have the skill, ability, and qualification, and has not been absent from the classification for a period more than two (2) years.

8.8(1) Medical Placements

Where it is established through a medical practitioner that an employee has a permanent partial medical disability through non occupational or occupational injury or illness which prevents him from returning to his original classification, he shall return to another position opening for which he is medically able and qualified or will be within sixty (60) working days without the position being posted and prior to standing applications. If such a move takes place, the employee's classification seniority (as set out in Article 7.1(5) where the position opening shall determine the employee's full-time/part-time status for the Article 7.1(5) seniority calculation) or GO Transit's seniority (GO Transit hire date) whichever is lesser, will be used in the new classification. The rate of pay shall be red-circled at the previously held classification or at his/her new classification, whichever is greater. Thereafter he/she will receive the rate of the classification to which he/she is assigned.

Should the employee not be able to obtain OPP clearance, special constable status, or any other status or clearance required to fully perform the duties of his/her position the employee shall be returned to his previously held position and any employee displaced as a result of such return shall similarly have the right to return to his previously held position.

All such moves will be mutually agreed between the parties.

- 8.8(2)** (i) When it is established through a medical practitioner that an employee is temporarily unable to continue to fulfil all of the requirements of his own classification due to medical reasons (non-occupational illness or injury), he may be allowed to return to work in his classification with modified duties and responsibilities, as agreed by the parties and as indicated by a

medical practitioner when the employee is collecting sick benefits. The following conditions will apply:

- (a) The modified duties shall not continue longer than twelve (12) calendar months.
 - (b) At the end of the twelve (12) calendar months the individual may be considered under 8.8(1) and thereby be declared permanent partial medically disabled.
 - (c) During the twelve (12) calendar months regular medicals will be carried out to ascertain the return to full duties.
 - (d) The employee will receive his regular rate of pay during the modified duty period.
- (ii) When it is established through a medical practitioner that an employee is temporarily unable to continue to fulfil the requirements of his current classification due to medical reasons, (non occupational illness or injury) he may be placed in another classification as agreed by the parties and as indicated by a medical practitioner when the employee is collecting sick benefits. The following conditions shall apply when an employee is temporarily assigned to another classification:
- (a) the employee shall be considered for positions for which he will become qualified within a sixty (60) working day trial period;
 - (b) the employee's current classification seniority shall continue to accumulate;
 - (c) the employee's classification seniority (as set out in Article 7.1(5) where the new classification shall determine the employee's full-time/part-time status for the Article 7.1(5) seniority calculation) or GO Transit seniority (GO Transit

hire date) seniority whichever is lesser will be used in the new classification;

- (d) the employee shall be paid at the rate applicable to the new classification or the rate of the original classification, whichever is greater if the employee is eligible for sick benefits;
- (e) such medical temporary assignment will occur when the employer receives adequate medical documentation;
- (f) a temporary assignment will not last for longer than twelve (12) consecutive months or may be extended, if required by mutual agreement;
- (g) if an employee's temporary medical illness/non occupational injury is deemed to be permanent at any time during the temporary assignment Article 8.8(1) shall apply;
- (h) all such moves will be mutually agreed between the parties.

8.8(3) The selection of Apprentices shall be at the sole and absolute discretion of the Employer and no person shall be employed as an Apprentice who does not meet the minimum standards as laid down by such Provincial Acts that govern Apprentices. It is agreed that bargaining unit members will cooperate fully in the training of Apprentices when assigned to do so.

Qualified applicants from the bargaining unit will be considered prior to those who are not members of the bargaining unit.

ARTICLE 9 - CLASSIFICATION AND JOB EVALUATION PROCEDURE

9.1 This Article is established as a guide to the Employer and the Union to:

- (a) preserve the principles and related provisions from which is established an equitable classification structure in the spirit and intent of the Provincial *Pay Equity Act*;
- (b) set out the parties' obligations towards a mutually accepted job evaluation system;
- (c) provide the procedure through which to maintain the job descriptions, job evaluation process, pay equity data and job classifications to reflect any new or changed conditions;
- (d) maintain employee wage rates in conjunction with Schedules "A1" Front Line and "A2" OFPT as a result of Hay Job Evaluation.

9.2(1) Reference in this Article to such job descriptions shall not itself establish existence of such jobs in the operations of the Corporation or determine that such jobs are within or are not within the jurisdiction of the bargaining unit.

9.2(2) The Employer has the responsibility and authority for the format and content of job descriptions and for any amendments or modification thereto.

The Corporation shall prepare on the form set forth, a proposed job description in accordance with the requirements of this Article.

The appropriate Corporate representative and Union representative of the employees affected shall review the proposed job description and shall attempt to reach agreement thereon. If the job description content is in dispute, a Union representative shall have reasonable opportunity to conduct an on-the-job review of the job

descriptions with employees in the jobs involved. The Corporate and union representatives shall each retain a copy of the agreed-to and signed job descriptions.

In the event that the parties cannot reach agreement on the job description content, provisions under Article 9.4(1)6, Dispute Resolution, shall apply.

9.3 The following are definitions of terms as used herein:

- (a) "Job Description" - the official record which sets forth for a given job the specifications for that job, such as primary function, source of supervision, direction exercised, and working procedure;
- (b) "Job Content" - the requirements of a job pertaining to training, skill, responsibility, effort and working conditions;
- (c) "Job Classification" - a listing of jobs in a hierarchical order as per job value;
- (d) "Job Evaluation" - the process that determines the hierarchical order of a job in relation to other jobs through job content analysis based on the *Pay Equity* factors of skill, effort, responsibility and working conditions, using the Hay Job Evaluation System.

9.4 The Employer shall notify the Union when a new ATU position has been created and shall present a copy of the relevant job description to the Union. The job shall be evaluated in accordance with Article 9.4(2), 3.2, and it shall include a job rate applicable to Schedule "A1" or "A2".

In the event that the new job is posted and filled without having first been evaluated in accordance with Article 9.4(2),3.2, the position will be filled and the employee assigned a job rate in Schedule "A1" or "A2". Should the evaluation be greater than the assigned rate,

the employee will receive full retroactive pay from the date hired in the new classification.

The parties agree to the following process in respect of implementation of job evaluation, establishment of Technical and Steering Committee and the Committee roles:

9.4(1) Development/implementation of Job Evaluation

1. Purpose, Principles & General Parameters

1.1 The purpose of these terms of reference is to establish the general framework of how the parties, ATU Local 1587, and GO Transit, will participate in implementation of the Hay Job Evaluation System.

Evaluations will be based on skill, effort, responsibility and working conditions and will comply with *Ontario Pay Equity Act*.

2. Development and Implementation of Job Evaluation Plan

2.1 The Hay Consultant Group are engaged by GO Transit in development and implementation of a Job Evaluation Program covering Schedule "A1" employees, and OFPT Positions covered under Schedule "A2".

2.2 The Hay Consultant shall provide information, assistance and guidance to the Steering and Technical Committees at various stages of development and implementation of the Job Evaluation Plan.

3. Job Analysis and Job Descriptions

3.1 The description of all job functions will be based on existing job descriptions and a job data gathering process which may include interviews with stakeholders in order to determine roles, responsibilities and tasks necessary to

perform specific jobs. The Hay Consultant shall determine the factors required to support the new Job Evaluation Plan.

3.2 Interviews and any other job gathering initiatives will be determined and conducted by the Hay Consultant. Two members from the Technical Committee (one member from ATU Local 1587 and one member from management) may be present during such interviews.

4. Implementation Process

4.1 The Parties shall establish a Steering Committee and a Technical Committee to work with the Consultant during the implementation phase.

4.2 The Hay Consultant shall meet with representatives of the Steering and Technical Committees to discuss the preliminary work schedule, goals and objectives, and identify involvement of the parties at various stages of implementation.

4.3 One ATU member and one Management member of the Technical Committee shall provide input to the Hay Consultant in validating job descriptions, determining benchmark positions, reviewing evaluations and ranking of positions. Human Resources shall provide technical and clerical support to the Consultant and the Parties as required.

4.4 When job evaluation results are finalized, these will be presented to the Steering Committee.

5. Wage/Pay Adjustments

5.1 Upon completion of the job evaluation stage, the Hay Consultant shall identify and implement wage/pay adjustments.

5.2 Where it is determined through job evaluation, that the value of a position is greater, then the parties will negotiate the pay rate for that position with the assistance of the Consultant.

5.3 Wage/pay adjustments will be effective after all ATU positions have been evaluated.

6. Dispute Resolution

6.1 Where the parties cannot reach consensus, issues will be presented to the Steering Committee for consideration and resolution.

6.2 Should the Steering Committee not be able to reach agreement, then the issue shall be presented to an agreed upon Mediator. The cost of such mediation shall be borne equally by the Parties.

6.3 Should the parties not reach agreement through the mediation process, then the position and/or wages will remain evaluated as they were prior to mediation.

9.4(2) Composition and Roles of Technical Committee

1. Composition of Technical Committee

1.1 The Technical Committee shall consist of six representatives; three from the Board of ATU Local 1587 and three from Management. The Union shall have members who represent the front line and OFPT employees.

1.2 The Committee shall be co-chaired by one member from ATU Local 1587 and one from Management. Co-chairs shall be voting members.

1.3 The recording secretary for the Technical Committee will also act as recording secretary for the Steering Committee and the duties are outlined in 1.2 of Article 9.4(3).

2. Decisions

2.1 Unanimity of decision is preferred; however, sixty-six percent (66%) minimum of four (4) members consensus is necessary to make a decision final. Unresolved issues or disputes shall be referred to the Steering Committee.

2.2 Each member shall serve on the Committee for the term of the current collective agreement unless mutually agreed to otherwise. A Human Resources representative will be an active member at all times.

3. Roles

Implementation Phase

3.1 (a) One ATU member and one Management member of the Technical Committee shall be assigned to work with Human Resources and the Hay Consultant at various phases of job evaluation implementation including evaluation, ranking and benchmarking as determined by the Consultant.

(b) Technical Committee shall review and validate all evaluations/ranking of positions and the co-chairs shall present final results to the Steering Committee.

(c) All members of the Technical Committee shall be trained in the job evaluation process.

Going Forward Basis

3.2 On a going forward basis the Technical Committee shall review job evaluations/ranking, including pay equity gender determination, conducted by Human Resources.

3.3 Either party may submit a written appeal to Human Resources regarding job evaluation of a given job within 30 days of written notification of that evaluation. Human Resources shall present the appeal to the Technical Committee. The Technical Committee shall review and consider such appeals and forward their recommendations to the Steering Committee. All disputes shall be forwarded to the Steering Committee for consideration. Parties will be limited to one appeal per job. Any applicable wage adjustments as a result of successful appeal will be effective the date of Steering Committee decision, subject to Article 9.4(1),6, Dispute Resolution.

3.4 All appeals must provide the following:

- (a) Title of job;
- (b) Evaluated points;
- (c) Date of evaluation;
- (d) Resultant wage range;
- (e) Reason for the appeal and proposed remedy;
- (f) Union or Employer and date of appeal.

4. Leave of Absence

4.1 While representing the Union or Management at Technical Committee meetings, employees shall be considered on an approved leave of absence with pay, provided that meetings are held during their normal scheduled work day or hours on that day.

Members will not be on paid leave for any reason, if attendance is on their off day. No payment of premiums or overtime shall be paid which would normally have been paid if it had not been for the member's attendance at the Technical Committee.

9.4(3) Composition & Roles of Steering Committee

1. Composition of Job Evaluation Steering Committee

1.1 The Job Evaluation Steering Committee shall be established no later than 90 days following ratification of the Collective Agreement and shall consist of President/Business Agent of the ATU, Local 1587 and one other ATU executive from ATU Local 1587 and two Management Employees of GO Transit.

In addition, a Human Resources representative shall participate as a resource and/or facilitator at the Steering Committee Meetings.

1.2 A recording secretary shall be provided by Human Resources to record and distribute Minutes of Meetings, schedule meetings in advance and perform clerical duties as required by the Committee.

2. Responsibilities of Committee

During Implementation of Job Evaluation Plan

2.1 The Committee shall review and have input into the scheduled work plan and shall monitor the progress of the implementation stages of the Job Evaluation process.

2.2 The Committee shall review and approve final job evaluation results and associated wage/pay and pay equity wage adjustments.

2.3 The Committee shall review and provide input to facilitate settlement of controversial issues.

2.4 Should the Committee be unable to reach consensus, the matter shall be forwarded to an agreed upon mediator. Should the issue continue to be unresolved then the unresolved matters will stand and be effected as originally presented to the mediator.

On "Going Forward" Basis

2.5 The Committee shall hear and attempt to resolve issues relating to evaluation disagreements, appeals and related wage/pay adjustments within 90 days of date of the appeal.

2.6 Should the Committee not be able to reach agreement, then the matter shall be forwarded to an agreed upon mediator in an attempt to reach agreement. If no agreement can be reached then that evaluation, wage/salary adjustment or whatever matter was in dispute will stand and be effected as originally presented to the mediator.

3. Mediation

3.1 When the Steering Committee is unable to reach agreement on any aspect of job evaluation, then the parties may refer their issue to an agreed upon mediator. The cost of the mediation shall be borne at 50/50 by each party. Should the parties not reach agreement through the mediation process, then the position and/or wages will remain evaluated as they were prior to mediation.

4. Understanding of Job Evaluation

4.1 Members of the Steering Committee shall be trained in the job evaluation/ranking process.

5. Leave of Absence

5.1 While representing the Union or Management at Steering Committee Meetings, employees shall be considered to be on an approved leave of absence with pay, provided that meetings are held during their normal scheduled work day or hours on that day. Members will not be on paid leave for any reason if attendance is on their off day. No payment of premiums or overtime shall be paid which would normally have been paid if it had not been for the member's attendance at the Steering Committee Meeting.

9.5 Re-Classification / Transfer - Front Line - Schedule "A1"

- (a) Except where stipulated elsewhere in the Collective Agreement, or by mutual agreement, when a front line Employee covered under Schedule "A1" moves into another classification covered under Schedule "A1" the Employee shall receive the wage rate applicable to that new classification and at the same progression (year).
- (b) Except where stipulated elsewhere in the Collective Agreement, or by mutual agreement, when a front line Employee covered under Schedule "A1" moves to a classification covered under Schedule "A2" OFPT, then the Employee shall be placed in the appropriate wage level of that classification at the closest pay to his/her existing rate.

9.6 Re-Classification/Lateral Transfer/Promotion - OFPT - Schedule "A2"

- (a) Where an OFPT Employee's job has been reclassified but remains within the same salary level or where the Employee is moved laterally to another position within the same level, there will be no increase to wages.
- (b) Except where covered elsewhere in this agreement, where an OFPT Employee is placed in a lower level position, there shall

be no wage adjustment if the salary is within the range of that new level. If the Employee takes a voluntary demotion to a lower level position and the Employee's salary is higher than the new classification level, then the Employee's salary will be adjusted accordingly and the Employee will be placed in the corresponding wage step.

- (c) Where an OFPT Employee's job has been reclassified to a higher level in the Hay job evaluation program, then the Employee shall receive an increase to the same step in the higher level.
- (d) Where an OFPT Employee has been promoted to another position in a higher level, then the Employee shall receive a 6% increase or be moved to the minimum of the appropriate salary level of Schedule "A2", whichever is greater.
- (e) Where an OFPT Employee moves to a classification covered under Schedule "A1", then the Employee will receive the applicable wage rate of that classification and progression step according to seniority.

9.7 The parties agree that all positions identified under Schedule "A1" and "A2" at signing date of this agreement will be evaluated using the Hay Job Evaluation Program in the first year of the collective agreement as outlined in the aforementioned Articles. The Employer shall assume the cost of implementation of the Hay Job Evaluation Program.

Following implementation and completion of all ATU positions outlined in Schedule "A1" and "A2", any new positions created by the Employer or positions requiring re-evaluation due to significant changes to any criteria under the job evaluation factors, will continue to utilize the Hay Job Evaluation Program. The success of such Hay Job Evaluation Program will be monitored on an ongoing basis and results of each evaluation will be recorded and presented to the Steering Committee. One month prior to the expiration of the Collective Agreement, either party may opt out of the Hay Job

Evaluation Program as identified in this Article, and propose an alternative job evaluation process. However, the Hay Job Evaluation Program shall continue until the parties have mutually agreed to an alternative job evaluation process.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

- 10.1** (a) Where the Employer temporarily assigns an employee to perform the duties of a classification with a higher wage rate for a period of one shift or more, the employee shall be paid in accordance with the applicable rate of the classification to which he is temporarily assigned for the period of assignment. Should the employee be transferred to a lower rated classification, he shall maintain his current normal classification rate.

This allowance shall be paid in addition to any other premium payments the employee would normally receive under this agreement.

If, however, the reason for the assignment is that there is no work reasonably available for him in the classification from which he was assigned, he shall be paid the lower applicable classification rate to which he was assigned after the expiration of ten (10) consecutive working days in such lower classification.

- (b) Should a temporary assignment take place within the same classification it shall be voluntary by seniority and failing a volunteer forced by seniority from the bottom up.

10.2 Voluntary Temporary Assignment

- (a) Where an employee voluntarily applies for and is awarded a temporary assignment, then any subsequent application for a voluntary assignment will not be considered until the initial awarded temporary assignment is completed in full.

(b) Employees who have applied for and have been awarded a permanent position will not be considered for application for voluntary temporary assignments to another classification for six (6) months after the awarding of a permanent position.

10.2(1) Should a temporary assignment to another classification within the bargaining unit extend beyond nine (9) consecutive months, the temporary assignment shall be posted and assignment made for the balance of the temporary assignment in accordance with the provisions of Articles 8.1; 8.2; 8.3 and 8.4 which shall apply mutatis mutandis, provided the requirement in Article 8.1 to exhaust the internal job transfer bidding procedure shall not apply to such a temporary assignment.

Where leave is granted for the purpose of parental or maternity leave, the temporary assignment shall be up to a maximum limit of leave legislated by the *Employment Standards Act* of Ontario.

10.2(2) With the exception of maternity or parental leave, such temporary assignment within the bargaining unit will not be in excess of nine (9) consecutive months for any one individual in any twelve (12) month period. Should the assignment go beyond nine (9) consecutive months, then another individual will be selected to continue or complete the assignment, using the original applicants from the initial posting.

10.2(3) Should the assignment go beyond nine (9) consecutive months, then the temporary assignment may be extended by mutual agreement between the parties through the Union Management Committee.

Employees shall retain and take classification seniority for such temporary assignment.

10.2(4) Where it is possible to estimate a position that may be required to be temporarily filled by the Temporary Assignment Article which will be over nine (9) months, or as mutually agreed, then the Employer may forego the temporary assignment procedure.

The filling of such temporary vacancies will be made on the condition that:

- (a) it is of the understanding that such positions are of a temporary nature;
- (b) any person who fills such a temporary position will be allowed to return to his/her prior position when the temporary assignment is fulfilled and so forth for each employee so effected;
- (c) that any employee who is being temporarily replaced due to their sickness or accident or leave of absence will be allowed to return to their original classification position;
- (d) irrespective of the above, if such a vacancy is caused by an employee being diagnosed as a permanent disability, then it shall be filled in accordance with Article 8; and
- (e) moves under Article 10 do not negate the standing applications of the employee.

10.3 Where the employer temporarily assigns an employee to the position of a Supervisor the substituting employee shall receive an allowance of fifty cents (50¢) per hour for each hour so worked effective from the date of assignment.

Such temporary assignment will not be in excess of one hundred forty (140) consecutive calendar days for any one individual in any 365 calendar days period. Should the assignment go beyond one hundred forty (140) consecutive days, then another individual will be selected to continue or complete the assignment.

10.4 Where a Union member is temporarily assigned to a supervisory position, they shall not discipline or reprimand an employee. They will, however, report any lack of co-operation or misdemeanours to their immediate full-time supervisor. Their duties will be comprised of giving technical instructions, training and scheduling work loads. Their classification seniority shall remain unbroken, and any vacation selection already made by the temporary transferred

employee shall remain as originally selected.

While filling such temporary assignments such employees will not carry out bargaining unit work except in the event of an emergency or for the purposes of instruction, or if no other bargaining unit employee is available as specified in this agreement.

An employee may not be disciplined or entries added to their file as a result of a temporary supervisor carrying out other duties except those defined in Article 10.4.

10.5 Employees with seniority may be transferred to special assignments outside the bargaining unit in order to carry out special tasks or projects for the purposes of career development and training. Such transfers will be limited to a maximum of nine (9) consecutive calendar months and as such, seniority will continue to accumulate. At the end of the project, such employees will be returned to their original position from which they were transferred.

10.6 When an employee is temporarily assigned to another position and receives an hourly wage rate adjustment, they will, if absent from work due to sickness, injury, a statutory holiday, vacation, jury duty, bereavement, or any other form of paid leave of absence he/she will continue to receive the hourly wage adjustment that they would have otherwise received had they worked such hours had it not been for such illness, injury, statutory holiday, vacation, jury duty, bereavement or any other form of paid leave of absence.

Such adjustment will not be paid for sickness or injury which continues beyond five (5) working days, and as such the employee's rate will revert to their normal rate of pay on the sixth scheduled work day.

ARTICLE 11 - HEALTH AND SAFETY

11.1 The Employer shall continue to make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees during the hours of their employment. To this end, the Safety Committee(s) shall act accordingly. The Union shall undertake to assist the Management maintaining such health and safety related programs as per The Occupational Health & Safety Act (R.S.O. 1990, c.0.1).

11.2 Necessary safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company. Employees shall be responsible for the proper care and maintenance of such equipment and shall use or wear protective devices or clothing in the proper manner as required by the Employer and the Occupational Health & Safety Act (R.S.O. 1990, c.0.1).

In an effort to promote the safety, health and welfare of all employees, both parties recognize the need of full co-operation of all employees in complying with the Employer's rules and regulations relative to the use of shop equipment, premises and conduct.

Violation of safety rules and regulations may result in disciplinary action.

11.3 Employees who, as a normal part of their duties are required to work at any of the designated work sites where protective footwear is required in accordance with the System Safety Policy SS-0802-06 shall be responsible to wear the appropriate foot protection.

All protective footwear shall comply with CAN/CSA - Standard Z195-192 Grade I protection.

Maintenance Electricians and Electronics Technicians are required to have electrical shock resistant soles which are designated by a white rectangular patch, in addition to the green triangular patch.

11.4 Employees are to wear safety hats where designated. Safety hats worn must meet the CSA Standard Z94.1-92 "Industrial Protective Headwear" and will be supplied by the Company at no cost to the employee and may be replaced every five (5) years or when necessary.

11.5 All employees working in areas covered by the Mandatory Eye Protection Policy SS-0802-07, shall adhere to all regulations pertaining to the policy. Non-prescription (plano) safety glasses will be issued by the Company. The employer will pay 100% of the cost on non-prescription (plano) safety glasses up to a maximum of three (3) issuances per calendar year. Lenses and/or frames in prescription safety glasses may be replaced once every two (2) years or when prescription changes, upon application to applicable Supervision. Employees who are required to wear prescription lenses will submit their prescription to the approved company supplier for completion. Safety frames and/or lenses (plano) may be replaced as approved by Supervision. The safety frame and lenses shall meet the CAN/CSA-Z94.302 standard "Eye and Face Protectors", and the selection of the optical company and the ensuing fee for the supply and servicing shall be at the sole and absolute discretion of the Employer and shall not be subject to negotiation. The Company shall bear the full cost for supply and servicing of all safety eye wear unless the loss or destruction is due to negligence on the part of the employee.

Employees will bear the sole responsibility for their safety glasses, including their maintenance and care, as well as their presence in the workplace at all times in order to perform their duties safely.

Whenever an employee's prescription safety glasses are broken as the result of a work related accident, the employer shall notify the Workplace Safety and Insurance Board of such and the Board shall determine whether the employee is reimbursed the replacement cost.

Employees, whose safety glasses are damaged as a result of what the Employer deems to be negligence on the part of the employee

may be subject to discipline. The Employer will bear the onus of substantiating any such claims of negligence, and if the employee disagrees with the Employer's finding, the regular grievance procedure will be available to him or her.

Should an employee notice damage to their prescription safety glasses that is severe enough that the prescription safety glasses can not be worn (the frame or lens integrity has been compromised) and the Employee is on shift, the Employee must request a pair of (Plaino) non-prescription safety glasses to fit over their regular prescription glasses and return to work for the remainder of their shift.

Should an employee notice damage to their prescription safety glasses that is severe enough that the prescription safety glasses cannot be worn (the frame or lens integrity has been compromised) and if the loss or destruction is due to negligence on the part of the Employee they may elect one of the following three options for replacement:

- (a) Request an identical replacement pair of prescription safety glasses at a cost identical to what was paid by the company for the existing pair of safety glasses. This cost would be automatically deducted from the employee's pay. In order to elect this option the Employee must sign an agreement for the garnishment from their pay, of the aforementioned cost.
- (b) Request for the glasses to be repaired by the company provider at a quoted cost provided in writing to the Employee. This cost would be automatically deducted from the employee's pay. In order to elect this option the Employee must sign an agreement for the garnishment from their pay, of the aforementioned cost.
- (c) Choose to replace the prescription safety glasses at their own cost, at any eyewear dispenser of their choosing, provided that the glasses meet the CSA Standard referenced in Article 11.5

The Employer shall pay the full cost of all prescription safety glasses, except where otherwise stipulated in this agreement, according to the following:

- (a) Employees, whose safety glasses are damaged/unusable due to regular use, must return the safety glasses to the Employer in order to be eligible for a replacement pair at no cost to the employee.
- (b) Where the damaged glasses are not returned to the Employer the Employee may elect one of the options (a, b, or c) identified above.

11.6 Where the Employer supplies work protection devices/ clothing for the purposes of Health and Safety as per section 25(1)(a)(b) of the Occupational Health & Safety Act (R.S.O. 1990, c.0.1) and requires Supervision to administer the use as per section 27(1)(a)(b) regulation 16(1)(a)(b) of the Industrial Regulations (Reg. 851) of The Occupational Health & Safety Act (R.S.O. 1990, c.0.1) and sections 20-27 of Part II, General Construction of Construction Projects Regulation (O. Reg. 213/91), it shall be worn in the proper manner at all times when on duty.

11.7 An employee who is injured at work and is not able to complete the rest of the shift shall be paid for the balance of the shift. The injured employee shall be transported to a hospital or doctor, as per section 38.1 of the Workplace Safety and Insurance Act, 1997, whichever is necessary, at the Employer's expense. All accidents shall be reported to the supervisor immediately.

Where the employee refuses to follow these procedures he shall be informed that he/she forfeits his pay for the balance of the shift and places any claim for W.S.I.B. payments in jeopardy (as per Workplace Safety and Insurance Act, 1997).

11.8 An employee who is absent from work due to occupational illness or injury shall have the right, if his seniority permits, to return to his former position as soon as he is physically able to perform all of the

work of his classification. Such return will be on the basis indicated by a medical practitioner's certificate.

- 11.9** Under the provisions of the Workplace Safety and Insurance Act, 1997, an employee who is absent from work due to occupational illness or injury and is able to perform the essential duties of any classification, may be allowed to return to modified duties as available.
- 11.10** All employees shall comply with all safety rules and regulations.
- 11.11** When, due to health and safety reasons, it becomes necessary for an employee to hold a valid Pesticide Applicators License, then such license fee will be paid by the Employer.
- 11.12** When a Company owned passenger carrying vehicle is involved in a highway traffic collision which warrants an inspection, which is to be carried out on Company property, the Union may appoint a qualified mechanic who will be allowed to observe such inspections; providing such appointment is not in conflict with Company's selection of such mechanic(s) that may be assigned to carry out such work.
- 11.13**
1. The Occupational Health and Safety Act ("OSHA") requires the establishment of Joint Health and Safety Committees ("JHSC") where twenty (20) or more workers are regularly employed at a workplace and/or under the provisions of a Minister's Letter who are to hold Joint Committee meetings on a regular basis.
 2. Through joint education programs, joint investigations, and joint resolution of problems, the workplace will be made safe and healthy for all Employees.
 3. The incumbents acknowledge that the proper functioning of the Joint Health and Safety Committee can only be carried out where the representatives of Management and of the workers are committed to these responsibilities.

4. The incumbents hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committee whenever and wherever possible.

COMMITTEES

For the purposes of this collective agreement, there shall be seven (7) JHSC's representing workers, Head Office, Bus Fleet & Facility Maintenance (2), Bus Operations, Station Operations, Transit Safety and Rail Assets all of which meet once every two (2) months or six (6) times per year. Should any emergency situation arise that requires a special meeting, it shall be arranged by the two Co-Chairpersons of the JHSC involved, in consultation with the Occupational Health and Safety Officer and the Union Health and Safety Officer.

For further clarity, the 2 committees for Bus Fleet & Facility Maintenance shall be comprised, and shall meet, as follows:

- (1) Bus Fleet Maintenance and Bus Facilities East Region JHSC: Steeprock and Newmarket Garage. Three ATU committee members. Meet every 2 months (6 per year).
- (2) Bus Fleet Maintenance and Bus Facilities West Region JHSC: Streetsville Garage. Two ATU committee members. Meet every 2 months (6 per year).

STRUCTURE OF COMMITTEES

1. The Joint Health and Safety Committees (referred to hereafter as "the Joint Committee") shall consist of members selected by management and representing Management and members selected by the Union. Alternates are required, however they shall only be used in absences of the member or with the approval of the Co-Chairpersons. Each party will supply a listing of one (1) alternate for each Committee Member.

2. The JHSC's shall meet on a regularly established schedule. Once every two (2) months or six (6) times per year.
3. There shall be two (2) Co-Chairpersons, one (1) representing management and one (1) representing the workers.
4. A Co-Chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

FUNCTIONS OF JOINT HEALTH AND SAFETY COMMITTEES

To maintain the spirit of the Occupational Health and Safety Act, the functions of the JHSC's shall be:

1. to identify, evaluate and recommend a resolution on all matters pertaining to health and safety in the workplace to appropriate management.
2. to encourage adequate education and training programs in order that all Employees are knowledgeable in their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*.
3. to address matters related to Designated Substance Regulations and Workplace Hazardous Materials Information System (WHMIS) as well as other areas prescribed by regulation where applicable.
4. to deal with any health and safety matters that are absolute and solely in and of the workplace and deemed appropriate by the JHSC.
5. all functions and powers pursuant to Section 9 of the *Occupational Health and Safety Act*, and subsequent

Regulations for Industrial Establishments, as well as these guidelines.

INSPECTIONS

1. The members of the JHSC who represent workers and management shall designate one from each group of the members represented on the JHSC to inspect the physical condition of the workplace. The workplace inspection shall be conducted monthly at a scheduled time mutually agreed to and arranged by the inspection team in cooperation with local management.
2. All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by both members of the inspection team.
3. The workplace inspection form will be forwarded to the appropriate JHSC, the Union, Management and Human Resources within five (5) days of the workplace inspection. The section Manager or his/her designee will inform the JHSC of the status of the outstanding items within twenty-one (21) days of receiving the JHSC's recommendations.

RECOMMENDATIONS OF THE JOINT HEALTH AND SAFETY COMMITTEES

The section Manager or his/her designee will communicate in writing within twenty-one (21) days to the Co-Chairpersons with regard to minuted recommendations of the Committee by giving their assessment of the problem, and outlining who is responsible for resolving the matter, along with a time frame in which the matter will be resolved. A copy will be forwarded to the Occupational Health and Safety Officer, Human Resources and the Union.

ACCIDENTS AND ACCOMPANIMENT

1. The JHSC's will designate members and alternates, if required, (and notify Human Resources of designates and alternates as of January 1 annually, as necessary and when any changes occur) to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in Section 9(31), 8(14), 51(1) of the Act and Sections 5 and 6 of the Regulations for Industrial Establishments are carried out.
2. The JHSC's will designate two (2) members and/or alternates, if required, (and notify Human Resources of designates and alternates as of January 1 annually, as necessary and when any changes occur) one from Management and one from the Union (preferably the Certified Members), to accompany the Ministry of Labour Inspector while carrying out Ministry inspections of the workplace.
3. The members of the JHSC's representing worker members shall designate a member and/or alternate(s), if required, (and notify Human Resources and the Ministry of Labour of designates and alternates as of January 1, annually as necessary and when any changes occur) to attend work refusal investigations. Findings of such investigations will be given in writing to the JHSC with copies to Management, Human Resources and the Union.

MINUTES OF MEETINGS

Management will provide a suitable meeting room and a non-participating Committee secretary.

The Committee secretary shall be responsible for:

- (i) taking the minutes during committee meetings;

- (ii) preparing and circulating the draft minutes to the Co-Chairperson's for their review and editing where necessary;
- (iii) preparing and circulating the final minutes to the Co-Chairpersons for their signatures and;
- (iv) distributing the signed final minutes to all locations / offices and persons as determined by the respective JHSC's.

The original will be retained in Human Resources and a copy forwarded by Human Resources to the Union. Minutes of Meeting and agenda items will be identified by a reference number and be readily available in a proper filing system.

Names of JHSC members will not be used in the minutes except to record attendance.

QUORUM

A quorum of a minimum of two (2) workers and two (2) management representatives is set for each of the JHSC's (including the Chairperson).

PAYMENT FOR COMMITTEE MEMBERS

A member of a JHSC shall be deemed to be at work while performing JHSC duties prescribed herein or by the Act and Regulations, and shall be paid by the Employer at the appropriate wage rate.

MEETING AGENDA

1. The Co-Chairpersons will communicate and prepare an agenda and forward a copy of the agenda to all Committee Members at least one (1) week in advance of the meeting. Members who wish to have items added to the agenda shall give the Chairperson reasonable notice.

2. The JHSC's may accept any item as proper for discussion and resolution pertaining to health and safety. The JHSC's may not make applications to amend, alter, subtract from or add to, any terms of the collective agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
3. All Health and Safety issues that are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.
4. Worker Members of the JHSC shall be provided a minimum of one (1) hour preparation time prior to each regularly scheduled meeting of the JHSC. The committee member should make arrangements with his/her immediate supervisor as appropriate.

GENERAL

1. All Employees shall discuss their concerns with their immediate Manager/Supervisor before bringing it to the attention of the JHSC Members.
2. JHSC Members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
3. Medical or trade secret information will be kept confidential by all JHSC Members.
4. Any amendments, deletions or additions to these guidelines must be through the designated workers and Management.
5. Adequate training will be provided to all JHSC members as deemed necessary by the Corporation who shall bear the cost.

6. All JHSC members, and alternates, shall be provided with e-mail and Internet access for purposes of official communication on health and safety related matters. The respective Offices shall be responsible for providing them with reasonable computer access.
7. The Corporation shall schedule four (4) quarterly meetings per year of the JHSC Co-Chairs to discuss global items of relevance and regulatory updates, if any. The Committee shall develop and establish Terms of Reference for its' functioning.

11.14 The Employer shall indemnify an employee who is fined under environmental law because he/she was negligent or unintentionally caused/contributed to an accident and such fine directly arises from his/her duties.

ARTICLE 12 - LEAVE WITHOUT PAY

12.1 The Employer may grant reasonable leave of absence without pay and without the accumulation of credits to employees for personal reasons, having due regard to the operations of the Employer, provided such request is made in writing, ten (10) consecutive days prior to the Employer and the reasons for requesting the leave of absence are stated. Such leave may be granted up to a maximum of twelve (12) consecutive days at the absolute and sole discretion of the Branch Director/Manager.

Leave will not be considered when the employee has not used his vacation entitlement, unless planned vacation schedules are approved by the Employer.

Ten (10) days notice will not be required where such leave is required for emergency purposes and as such is acceptable to the Employer.

12.2 Employees will not be given leave of absence for the purposes of other gainful employment, nor will an employee engage in any

activity that may result in a conflict of interest with his employment while on leave of absence.

ARTICLE 13 - SPECIAL LEAVE

- 13.1** Special leave beyond twelve (12) days may be granted or denied through written application being made to the Director, Corporate Services. Such application is outside the Collective Agreement and, therefore, is not subject to the grievance or arbitration procedure.

ARTICLE 14 - COURT APPEARANCE

- 14.1** Where an employee is required by the Employer or has been subpoenaed in regards to an incident that occurred while on duty to attend a court of law in connection with a case arising from his duties with the Employer, that employee shall not lose pay, including any pre-scheduled overtime premium, for all regularly scheduled hours which the employee otherwise would have worked.

Should such attendance be required on the employee's regular scheduled off day an alternative off day shall be mutually arranged in the applicable pay week.

- 14.2** Where an employee is required to, and actually reports for jury duty in any Canadian court of law, that employee shall not lose pay at his regular straight time hourly rate for all regularly scheduled hours which the employee would otherwise have worked.

- 14.3** In order for the employee to be eligible to be paid his normal wage rate for each day, he/she must inform the Employer immediately upon being notified that the employee will be required to attend court; present proof of service requiring the employee's attendance; and deposit with the Employer the full amount of compensation

received for such jury duty or witness fees excluding mileage, travelling and meal allowance and an official receipt thereof.

Under paragraph 14.1 only, the employee may apply for mileage allowance as per the Expense Policy outlined in Article 35.3, 35.4 and 35.5.

Such payments made under Article 14 must be recorded on the time sheet by the Supervisor in accordance with the Payroll procedure.

Failure to report and follow the procedure may jeopardize the payment of such allowances to the employee.

This Article 14 does not apply to those employees who may be called or subpoenaed as a witness except as stated under Article 14.1.

14.4 When an employee is charged with a violation of the Criminal Code or the *Highway Traffic Act* directly arising from his/her duties, the employee may make application through his/her immediate Supervisor for GO Transit to make arrangements for legal counsel and the payment of fees required to defend the employee. Any payments made either on behalf of the employee or to the employee will be at the sole and absolute discretion of the employer.

Should the Employer refuse to provide legal defence for a charge against an employee which arises out of the performance of his/her duties, the employee may apply to the Employer for the reimbursement of these legal defence fees subject to the following conditions.

- (i) The employee was not convicted / not found guilty, of the charge.
- (ii) Reimbursement will only cover the costs associated with retaining legal counsel/para-legal.

- (iii) The incident resulting in the charge was reported promptly.
- (iv) Reimbursement of legal fees must be reasonable and in no case exceed one thousand seven hundred and fifty (\$1,750.00) dollars. The employee must submit a copy of the original invoice in order to qualify for such reimbursement.
- (v) Application for such reimbursement must be made through the employee's immediate supervisor.

ARTICLE 15 - EDUCATION AND TRAINING

- 15.1** The Employer shall have the absolute and sole right to determine the mandatory training and instructional courses which employees may require in order to maintain or develop job skills associated with each classification, or to comply with legislative requirements.
- 15.2** The Employer will attempt to schedule such mandatory training within the employees' normal working days and/or shift schedules. However, if this is not practical in order to maintain operational requirements, reasonable effort will be made to offer such training on employees' off days or outside their normal working hours. Employees who are unable or do not volunteer to attend such mandatory training will be scheduled for training during their normal working days. Provided that seventy-two (72) hours notice is given, such training may be scheduled in addition to regular or revised shift schedules for those days, as long as the combined shift schedule does not exceed the maximum applicable spread limit or violate overnight rest requirements. When shift schedules must be revised to accommodate training, Articles 19.1 and 19.2 will not apply.
- 15.3** Employees who attend such mandatory training or instructional courses shall be paid the minimum of their regular scheduled work day or for all hours attending course whichever is greater, except that when such hours exceed the overtime criteria specified elsewhere in this agreement, they shall be paid at overtime rates.

- 15.4** An employee may be required to attend training courses and/or seminars away from the employer's premises, and in such cases, shall be paid for all such hours in attendance, except that when the course involves overnight accommodation, he shall be limited to a maximum of eight (8) hours per day for each day of the course. The employee shall receive the applicable approved expenses.
- 15.5** From time to time, the Employer may schedule educational courses, informational seminars, or meetings where attendance is on a voluntary basis. When such sessions occur outside normal scheduled working hours, there will be no pay involved.
- 15.6** An employee who is not otherwise receiving remuneration and who is required to do mandatory familiarization/training of new equipment, new software, new hardware, or other new devices, shall be paid at his/her regular rate of pay.

ARTICLE 16 - VACATION CREDITS REPORT

- 16.1** The Employer will exert its best efforts to accurately advise each employee of vacation credits to which he is entitled on each and every pay stub. The Employer shall not be in violation of this Article if it is unable to so advise the employees by reason of unforeseen circumstances or circumstances beyond the control of the Employer.

ARTICLE 17 - DAYS OFF

- 17.1** The Employer shall schedule two (2) consecutive days off for each employee each week provided that it is recognized that due to the nature of the Employer's operation in providing a public service, the scheduling of two (2) consecutive days off may not always be feasible. The employer may request through the union that the employee forego two consecutive days off.

Employees in the same classification who work at the same work location may request to exchange days off temporarily, provided

such request is made to the Employer in writing at least seven (7) days in advance and provided that any alterations in schedules as a result of such exchange shall not give rise to additional costs nor be subject to the requirements of Article 19. Such request shall normally be granted unless it would interfere with the Employer's production or operational requirements.

ARTICLE 18 - SCHEDULED TOUR OF DUTY OR SHIFT

18.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE 19 - SHIFT SCHEDULES

19.1 Shift schedule changes shall be subject to the following requirements:

- (i) such shift change shall be a minimum of one complete scheduled work week;
- (ii) such shift changes shall not result in the number of hours of work being reduced except that this will not apply to permanent shift changes to part-time employees; and
- (iii) such shift changes shall not circumvent the assignment of Floaters or overtime volunteers except that this will not apply to permanent shift changes

Shift schedule changes shall be defined as:

- (a) any change in the starting time;
- (b) any change in the finishing time;

(c) any increase in the number of hours for part-time employees;
and

(d) any change in off days.

19.2 A shift schedule change shall be posted not less than fifteen (15) days in advance and there shall be no change in the posted schedule unless notice in writing is given to the employee.

19.3 When a shift change is necessary and the employee concerned is not notified seventy-two (72) hours in advance of the change in the shift schedule, he shall be paid time and one half for the first eight (8) hours worked on the changed shift or in the case of a part-time employee, time and one half for the hours worked on the first changed shift up to a maximum of eight (8) hours; provided that no premium shall be paid where the change of schedule is caused by events beyond the reasonable control of the employer.

19.4 No shifts shall be scheduled with less than ten (10) hours rest period between shifts. Employees who work as a result of on call duty will be excluded from applying for this scheduled rest period unless excused by the employer due to excessive hours.

19.5 An Employee who desires to exchange his/her permanent shift schedule with another employee, may do so, provided such exchange is in the same classification and at the same location. Further, only full time employees may exchange with another full time employee and similarly only part-time employees with another part-time employee.

Such request must be made in writing at least seven (7) days in advance and signed by the employees involved and provided seniority is not circumvented as a result of such an exchange and shall not give rise to additional costs nor be subject to the requirements of this Article.

19.6 Irrespective of this Article, when two employees in the same classification wish to temporarily exchange a shift or series of shifts

with each other within the same pay week, they shall submit such request in writing to their supervisor(s) and in accordance with section procedures. All such requests including those which are not received at least seven (7) days in advance, which may cause additional costs, or which may interfere with the provision of effective service will only be granted at the sole and absolute discretion of the Employer.

Employees when exchanging shifts shall be allowed to reduce their overnight rest to eight (8) hours.

It is further understood that the result of either Article 19.5 and 19.6 is at the sole and absolute discretion of the Employer, and that exchange of shifts for a longer time basis will be determined upon receipt of the request and based on the needs and requirements of the section involved. Such exchange shall not circumvent the seniority at the location, and if granted, will be solely on the basis of the availability of staff and business/service demands and shall not result in an employee pursuing a grievance.

19.7 In the event that actual operating experience results in apparent need to modify this Article, the Union and the Employer will endeavour to make such modifications in a mutual satisfactory manner. It is understood that various locations may have permanent shifts or rotating shifts as dictated by the nature of the work and present practice shall not be changed unless by mutual agreement.

19.8 Under this Article shift shall mean one workday and a shift schedule shall mean a series of shifts.

ARTICLE 20 - REST PERIODS

20.1 At Fleet Maintenance facilities and Maintenance Classifications, the rest periods shall consist of one ten (10) minute paid rest period during the first half of the shift, one thirty (30) minute paid lunch period, and one ten (10) minute paid rest period during the second

half of the shift. No employee may leave the premises during the lunch and rest periods except with the expressed permission of the supervisor.

- 20.2** Employees who work in Station Operations (Schedule "E-I") and who are located at Union Station and Hamilton, will be allowed one thirty (30) minute paid rest period during the first half of the shift, and one twenty (20) minute paid rest period during the last half of the shift. No employee may leave the premises during paid breaks unless express permission is obtained from their supervisor.
- 20.3** The employer shall have the right to fix the times at which such meal and rest periods are taken.
- 20.4** General Clerks who work within Bus Operations as defined in Schedule "E-I", shall have a thirty (30) minute paid lunch period scheduled during their normal eight (8) hour shift. No employee may leave the premises during paid lunch periods unless expressed permission is obtained from their supervisor.

ARTICLE 21 - OVERTIME

- 21.1** The overtime rate for purposes of this agreement shall be one and one-half times the employee's basic hourly rate of pay.

Where an employee is "forced" to work overtime, he shall receive one and three-quarters times the employee's basic hourly rate of pay.

- 21.2** (a) In this Article, "overtime" means an authorized period of work calculated to the nearest quarter (1/4) hour, rounded up or down as the case may be and for regular full time employees shall be paid for all actual hours worked in excess of their regular scheduled shift per day, or in excess of forty (40) hours per week, or on the employees' scheduled day(s) off.

- (b) Overtime for each individual employee is limited to twenty (20) hours in any seven (7) day period Saturday to Friday inclusive. The twenty (20) hour weekly overtime limit applies to overtime hours actually worked in excess of the position's normal weekly hours of work.

Work on a statutory holiday is not counted in the twenty (20) hours unless such work is in excess of five (5) worked days in that pay week.

- (c) In the case of regular part time employees, overtime shall be paid for all actual hours worked in excess of forty (40) hours per week, or in excess of eight (8) hours per day, or on any day which is in excess of five (5) scheduled working days per week.

- (d) Where an employee reports late for work, it is at the absolute and sole discretion of the Supervisor to accept or reject the lateness as acceptable under the criteria for reducing the shift for payment of overtime on that day.

- (e) In calculating overtime, only actual hours worked, court appearance under Article 14.00, union leave under Article 5.00, education and training under Article 15.00, call back under Article 24.00, on call time worked under Article 25.4, holiday pay under Article 33.00, shall be included in arriving at the employees' regular scheduled hours per day or forty (40) hours per week, as the case may be.

21.3 Unplanned Overtime

In making unplanned overtime assignments, the Employer shall first request volunteers by classification seniority from employees in the classification at the work location where the overtime is required:

- (a) who are actually at work at the time such request is made where the requirement for overtime arises for that day; and
- (b) If the employer cannot fulfil the requirement from full-time employees, volunteers shall be requested from part-time employees who are actually at work when the request is made; and
- (c) paragraph (a) and (b) apply except where it is determined by the employer that there is a continuation of task which requires the employee who commenced the work to complete it, irrespective of any employee's seniority.

The continuation of task is determined as where the employee has been working on the task when the need for overtime arose and shall be defined as the completion of a single work assignment and all work associated with that work assignment providing the employee has already worked on the assignment since the beginning of the commencement of the last two hours of his/her regularly scheduled shift.

Note: In order that an employee be eligible for overtime in (a) (b) (c) above, they must be able to complete the entire assignment, and overtime assignments will not be made which will knowingly result in less than eight (8) consecutive

hours of rest at some point between each day's work assignments. However, an employee in Station Operations is still eligible for overtime where because of acceptance of overtime there will be an overlap for cashing up/closing duties.

If the Employer cannot fulfil its overtime requirements through volunteers, it may require employees to work overtime. In making any such compulsory overtime assignment, the junior employee in the classification at the work location where the overtime is required who is actually at work at the time such request is made will be assigned to work the overtime unless there are reasonable grounds for excusing the junior employee in which event the next most junior employee actually at work at the time the request is made shall be subject to the compulsory overtime assignment in accordance with the foregoing.

The Unplanned Overtime Procedure only applies to employees present at the work location where the overtime work is required. See Article 24 - Call Back for employees called to work after they have left the Employer's premises (i.e. not Planned Overtime).

21.4 Planned Overtime

In making planned overtime assignments the Employer shall first assign overtime on an equal opportunity basis according to each section's procedure (Schedule E), as agreed to by the parties.

Such overtime shall be assigned to employees who are actively on the payroll and who have indicated their willingness to accept overtime assignments according to section procedures and who are:

- (a) not on W.S.I.B., absent for any reason and have not booked back to work before the overtime assignment was complete or on vacation. (Ref. Article 32.6);

- (b) if all known full-time volunteers have been assigned or have turned down overtime for any particular day, then known volunteers will be assigned from the known part-time volunteers on the same shared opportunity basis; and
- (c) after the lists have been exhausted then the Employer may contact any employee available.

Note: In order that an employee be eligible for overtime in (a) (b) (c) above, they must be able to complete the entire assignment, and overtime assignments will not be made which will knowingly result in less than eight (8) consecutive hours of rest at some point between each day's work assignments.

- 21.5**
- (a) When an employee who works a five day work week is scheduled on a regular basis to shifts longer than eight (8) hours due to service requirements, such employee(s) is obliged to fulfil such schedule and shall receive any applicable overtime rate. Any shift schedules in excess of eight (8) hours shall be by mutual agreement prior to implementation.
 - (b) When an employee who works a four day work week is scheduled on a regular basis to shifts longer than ten (10) hours due to service requirements, such employee(s) is obliged to fulfil such schedule and shall receive any applicable overtime rate. Any shift schedules in excess of ten (10) hours shall be by mutual agreement prior to implementation.

ARTICLE 22 - OVERTIME PROCEDURES

22.1 General

Employees off on approved leave of absence during the time frame available for volunteering, may add their names to the bottom of the appropriate list upon their return to work.

Upon request employees who change location, classification, shift, etc., during a defined overtime period will be transferred to the

bottom of the applicable list if they are currently shown on a volunteer list.

Under Article 22.2, 22.3, 22.4, employees who give five (5) calendar days notice in writing may be, at their request, bypassed for overtime opportunity without effect to their normal rotation.

Shared Opportunity Overtime

If an employee has been overlooked in the allocation of shared opportunity overtime, the employee will be placed at the top of the list. On the second and third occurrence within a board/sign-up period (whichever may be applicable), the employee will be paid four (4) hours at straight time and placed at the top of the list. On the fourth and any subsequent occurrence within such board/sign-up period, the employee will be paid eight (8) hours at straight time and placed at the top of the list. All other provisions under this Article shall continue to apply and remain unchanged.

The above provision (Shared Opportunity Overtime) will only be valid for the duration of the current collective agreement.

22.2 STATION OPERATIONS

Shared Opportunity Overtime

- (a) Semi-annually (January and July) a posting will provide the opportunity for each employee to place their name on a list for voluntary planned overtime. Employees not on the list will not be entitled to a shared opportunity for overtime during that period but may place their name on the list for subsequent periods.
- (b) The volunteer lists will be arranged by seniority, classification and location with "off-day" planned overtime offered first in accordance with these lists. Full-time at the location first, floaters affiliated with that location second, part-time at the location third, and lastly to part-time floaters affiliated with that location.

- (c) Should the requirement for overtime exceed the number of employee willing and/or available from these lists on any particular day, then the employer may ask for volunteers from any Station Attendant available.
- (d) Overtime will be offered from the top of each list and acceptance will be indicated by an "A", refusal by an "R" and the date indicated. The next overtime will be offered to the employee highest on the list without an "A" or "R" indicated and so on until the first column is filled then progress back to the top of the list and the next column.
- (e) Posting of these lists will be maintained at Union Station, Wolfedale and Middlefield for employee/Union viewing.
- (f) An employee may remove their name from the list at any time, however no names will be added during a period except as allowed under Article 22.1.

22.3 FLEET MAINTENANCE

Shared Opportunity Overtime

- (a) Semi-annually (January and July) a posting will provide the opportunity for each employee to place their name on a list for voluntary planned overtime. Employees not on the list will not be entitled to a shared opportunity for overtime during that period but may place their name on a list for subsequent periods.
- (b) The volunteer list will be arranged by seniority, location, classification and shift with "off-day" planned overtime offered first in accordance with these lists. Should the requirement for overtime exceed the number of employees willing and/or available on any particular list, then the employer may ask for volunteers from the same classification, first by previous shift at the location.

- (c) Overtime will be offered from the top of the list and acceptance will be indicated by an "A", refusal by an "R" and the date indicated. The next overtime will be offered to the employee highest on the list without an "A" or "R" indicated and so on until the first column is filled, then progress back to the top of the list and the next column.
- (d) The Employer shall post the Shared Opportunity Overtime list on a weekly basis. Posting of these lists will be maintained in the Supervisor's office for employee/Union viewing.
- (e) During the second and third quarter, Coach Technicians who have A/C qualifications will have a designation entered beside their name on the overtime list which will allow only those so designated to be offered A/C overtime work.
- (f) An employee may remove their name from the list at any time, however no names will be added during a period except as allowed under Article 22.1.
- (g) Failure by the Employer to post, which results in an employee not being able to verify missed overtime opportunities, will not be subject to article (h)(iii), below.
- (h) Where an employee discovers that they have been overlooked in the allocation of shared opportunity overtime, then the following will apply:
 - (i) The Employee will immediately approach his or her immediate Supervisor with the details for consideration.
 - (ii) If the error is confirmed, then the remedies set out in article 22.1 will be applied.
 - (iii) In situations whereby the employee advises the Supervisor that they have been overlooked for multiple overtime opportunities, this will be treated as one occurrence. There will be no accumulation of missed occurrences to achieve a compounding of remedies.

22.4 RAIL EQUIPMENT

Shared Opportunity Overtime

- (a) Semi-annually (January and July) a posting will provide the opportunity for each employee to place their name on a list for voluntary planned overtime. Employees not on the list will not be entitled to a shared opportunity for overtime during that period but may place their name on the list for subsequent periods.
- (b) The volunteer lists will be arranged by seniority, location, classification and shift with "off day" planned overtime offered first in accordance with these lists. Should the requirement for overtime exceed the number of employees willing and/or available on any particular list, then the employer may ask for volunteers from any other employees available.
- (c) Overtime will be offered from the top of each list and acceptance will be indicated by an "A", refusal by an "R" and the date indicated. The next overtime will be offered to the employee highest on the list without an "A" or "R" indicated and so on until the first column is filled then progress back to the top of the list and the next column.
- (d) Posting of these lists will be maintained in the appropriate office and by the applicable Supervisor for employee/Union viewing.
- (e) An employee may remove their name from the list at any time, however no names will be added during a period except as allowed under Article 22.1.

22.5 BUS DRIVER OVERTIME SHARING

This procedure will operate in conjunction with Appendix A of the Collective Agreement (Bus Driver Assigning and Detailing Procedure).

- (a) All drivers who wish to be placed on the master volunteer list for “off-day work” for a complete board period must submit a completed Bus Driver Volunteer Form to the Steeprock Planning section not later than noon on the Tuesday prior to the start of that board period. Drivers may declare to only be assigned work from their home base group and or the specific off-days for which they are volunteering and by so doing will have declared their unavailability for their other off days. Drivers will also have the availability of specifying “volunteer” for special events.

Vacation swing drivers may identify specific off day availability for each week of the board period.

A separate form may also be submitted by drivers who wish to volunteer for a special event.

- (b) From the forms received by the deadline, separate master full-time and part-time driver lists will be compiled for all home base groups combined, in order of classification seniority. These two master volunteer lists will indicate the home base group and will be posted on the Thursday afternoon prior to the start of the board period.
- (c) A driver who wishes to temporarily remove his availability for “off-day” overtime must notify the Planning section not later than two days in advance of the affected date. If such notification is not provided, and/or on the third and subsequent occasions during the board period (regardless of notification lead time), that driver’s name shall be removed from the master list.
- (d) As each Daily Slip is being prepared and after open work assignments have been completed to all available spare drivers, any remaining work that has been selected to be assigned as overtime work will first be assigned to available “off-day” drivers on the master volunteer lists, in order of the current list sequence. Drivers on the master volunteer list that

have indicated that they are not available for special event assignments will be by-passed to the next available open work if applicable. The above assignments are subject to overnight rest requirements, in accordance with the following:

- (i) first, to full-time drivers within their own home base group;
 - (ii) secondly, to part-time drivers within their own home base group;
 - (iii) thirdly, to full-time drivers (who have not declared a home base restriction) whose home base is within 90 kilometres of the available work;
 - (iv) fourthly, full or part-time drivers who submitted a special event volunteer form;
 - (v) finally, to part-time drivers (who have not declared a home base restriction) whose home base is within 90 kilometres of the available work.
- (e) When such drivers receive an “off-day” work assignment, their names shall be moved to the bottom of their respective list, in order of their previous sequence for that day.
- (f) During the board period drivers who:
- (i) change home base groups, or
 - (ii) move from part-time to full-time or vice versa, or
 - (iii) temporarily lose their voluntary overtime rights [under Appendix A, Rules 3(g) or 3(h)] when they are reinstated, shall be placed at the bottom of the master volunteer list.
- (g) A driver may request the Planning section to remove his name from the master lists at any time, but no additions to the lists will be allowed until the next board period.

- (h) A written and signed request to be removed from the Master Overtime List must be received by the Bus Operations Driver Assignment Office not later than 1200 hrs the day prior to the day(s) requested. (Faxed copies will be accepted, however, the original signed form must follow.)
- (i) Each request to be removed from the Master Overtime List, as described in paragraph (h), shall be counted as one (1) occasion. A single request to be removed from the Master Overtime List for adjacent off-days shall be deemed as one occasion to be counted toward a maximum of three (3) occasions for the same Board Period, after which the driver shall be removed from the Master Overtime List for the duration of the Board Period.
- (j) Drivers who request to have their name removed from the Master Overtime List after 1200 hrs on the day prior to the volunteered off-day in the same Board Period will:
- On the first occasion:
- Be ineligible for the Master List overtime for a period of seven (7) days commencing the day after the affected date
 - Be placed as the bottom of the Master Overtime List for the eligible date of return
- On the second occasion:
- Be removed from the Master Overtime List for the remainder of the Board Period
- (k) Drivers who miss their volunteer assignment will continue to be subject to the same corrective disciplinary action as those who miss regular assignments.
- (l) Drivers who remove themselves from the Master Overtime List will automatically be removed from the Weekly Overtime List for the affected date(s).

- (m) When it is occasionally necessary to require that special driving duties be performed by designated drivers, this matter will be arranged through consultation and agreement between the Union and the Employer, and such assignments will normally be limited to drivers already scheduled to work on the applicable date(s).
- (n) Drivers, who mutually agree to exchange off days and have volunteered on the Master Overtime List, will automatically be placed on the Master Overtime List for the newly assumed off-day(s). Drivers wishing to remove themselves from the Master Overtime List on the newly assumed off-day(s) without penalty must inform the Drivers Assignments Office only at the time of the Mutual Exchange Request.
- (o) Drivers whose volunteered off-days occur in conjunction with approved bereavement leave may request to be removed from the Master Overtime List without penalty. Such requests must be made to the Driver Assignments Office.
- (p) Following the posting of the daily 'slip' and prior to 0300hrs on the day of operation, a volunteer driver who notices that he/she has been by-passed for an overtime assignment (i.e., a driver lower on the rotation list has been assigned work that they would otherwise have received) may take the following action:
 - (i) seek remedy as already detailed in the Collective Agreement (Article 22.1 – Shared Opportunity Overtime), or
 - (ii) bring the matter to the attention of the GO Transit Control Centre (GTCC). They will verify if the driver has been by-passed inappropriately, and if he/she has, they will be offered the opportunity to accept a stand-by (report) at the same time and location as the piece of work they were otherwise entitled to.

22.6 TRANSIT SAFETY

Shared Opportunity Overtime

- (a) The shared opportunity overtime list will rotate on the following basis:
 - (i) acceptance of an overtime assignment or refusal will move the employee's name to the bottom of the list;
 - (ii) The acceptance of overtime will have the date indicated beside the employee's name and the employee will be moved to the bottom of the list;
- (b) The list will be posted in appropriate locations for employee/Union review.
- (c) This procedure will be used for "off day" planned overtime only.
- (d) Any employee may remove their name from the list at any time and may have their name put back on the list but it will be placed at the end of the list.
- (e) The Corporation shall be allowed 4 hours to correct any errors in assigning overtime.
- (f) If an employee reverses his/her decision to accept planned overtime three (3) times in a four (4) month period, s/he will be removed from the shared overtime list for a period of four (4) months.
- (g) Cancellations by the Corporation with 72 or more hours notice shall not result in any payment or penalty by the Corporation.

22.7 COURIERS

Shared Opportunity Overtime

- (a) Semi-annually (January and July) a posting will provide the opportunity for each Courier to place their name on a list for voluntary planned overtime. Couriers not on the list will not be entitled to a shared opportunity for overtime during that period but may place their name on the list for subsequent periods.
- (b) The volunteer lists will be arranged by seniority and location with "off-day" planned overtime offered first in accordance with these lists. Full-time at the location first and part-time at the location second.
- (c) Should the requirement for overtime exceed the number of Couriers willing and/or available from these lists on any particular day, then the employer may ask for volunteers from any Courier available.
- (d) Overtime will be offered from the top of each list and acceptance will be indicated by an "A", refusal by an "R" and the date indicated. The next overtime will be offered to the Courier highest on the list without an "A" or "R" indicated and so on until the first column is filled then progress back to the top of the list and the next column.
- (e) A Courier may remove their name from the list at any time, however no names will be added during a period except as allowed under Article 22.1.
- (f) This list will be posted.

22.8 ELECTRONICS TECHNICIAN

Shared Opportunity Overtime

- (a) Semi-annually (January and July) a posting will provide the opportunity for each Electronics Technician to place their name on a list for voluntary planned overtime. Electronics Technicians not on the list will not be entitled to a shared opportunity for overtime during that period but may place their name on the list for subsequent periods.
- (b) The volunteer lists will be arranged by seniority and location with "off-day" planned overtime offered first in accordance with these lists. Full-time at the location first and part-time at the location second.
- (c) Should the requirement for overtime exceed the number of Electronics Technicians willing and/or available from these lists on any particular day, then the employer may ask for volunteers from any Electronics Technician available.
- (d) Overtime will be offered from the top of each list and acceptance will be indicated by an "A", refusal by an "R" and the date indicated. The next overtime will be offered to the Electronics Technician highest on the list without an "A" or "R" indicated and so on until the first column is filled then progress back to the top of the list and the next column.
- (e) An Electronics Technician may remove their name from the list at any time, however no names will be added during a period except as allowed under Article 22.1.
- (f) This list will be posted.

ARTICLE 23 - HOURS OF WORK

- 23.1** (a) The normal hours of work for all regular full time employees shall consist of forty (40) hours per week and eight (8) or ten (10) hours per day and shall be a guarantee of the minimum number of hours to be worked per day and/or per week. This guarantee shall not apply under any effect of a layoff.
- (b) For the purpose of this agreement, part time employees shall mean those employees in the bargaining unit who normally work thirty-three (33) hours or less per week.

The normal hours of work for all regular part-time employees shall not consist of less than two and one-quarter (2 1/4) hours on any scheduled work day.

23.2 Time Keeping

For payment purposes only, all employees shall have a grace period of up to three (3) minutes lateness at the beginning of his regular shift only; thereafter, the employee shall lose 15 minutes pay up to 15 minutes per shift. Should the employee be later than 15 minutes, he shall not be paid for any such lateness.

Where an employee has used his grace period privilege more than four (4) times every four (4) weeks, he shall not be paid for any such lateness. This grace period shall not apply to Bus Drivers.

Such grace period or any other system shall not constitute reason for lateness and, as such, an employee may be disciplined.

- 23.3** Wages shall be paid by cheque or deposited directly to a bank account before noon every second Tuesday. Identification is required to be produced when requested by the authority who handles cheque or stub distribution.

All employees will be paid only by the direct deposit method and pay stubs will be mailed to the employee's address registered with the Human Resources Office.

ARTICLE 24 - CALL BACK

24.1 Any employee who has completed his regularly scheduled shift and has left the Employer's premises and is then recalled to work within four (4) hours of leaving the Employer's premises, shall be paid at time and one-half for all hours worked on the call back provided that the employee shall receive not less than the equivalent of four (4) hours' pay at the employee's regular rate of pay for such call back work (i.e., 2.67 hours at time and one-half). This Article shall not apply to any employees who are on on-call duty.

Employees will be called by seniority according to the agreed upon Call Back Procedure (with the exception of Article 24.2).

24.2 For Station Operations' Plant Utilitypersons' emergency winter conditions' work, only Plant Utilitypersons on the "Emergency Winter Conditions" list will be called by seniority as per the agreed upon procedure.

24.3 "Appendix "B" - Station Attendant Floaters Assigning and Detailing Procedure" continues to apply.

24.4 Only the first paragraph of Article 24.1 applies to Bus Operations, subject to Schedule "C" and Appendix "A".

ARTICLE 25 - ON-CALL DUTY

25.1 "On-call duty" means a period of time that is not a regular scheduled working period, overtime period, or call-back period, during which an employee is required to be reasonably available for recall, as per the on call schedule, to work and to keep his Employer advised as to his location at all times during the on-call

period in order that he can be contacted by the Employer, unless excused otherwise by his/her immediate supervisor.

25.2 With reference to the scheduled on-call procedure, planned overtime will be offered according to the section's procedures as per Article 21, however, should the individual be subject to the on-call schedule, but desires to carry out the entitled planned overtime, then such an individual shall be solely responsible for ensuring that another individual shall carry out the on-call duties and notifying his immediate Supervisor, in writing, before accepting the overtime as per Article 21.

25.3 Should this procedure not be carried out, then the employee shall not be entitled to the planned overtime as per Article 21.

This exchange process shall also apply in the event that an employee is unable to fulfil his on-call responsibilities for any reason except sickness, injury, or authorized Leave of Absence whereby he will be solely responsible for notifying his Supervisor.

25.4 On-call duty shall be designated in writing by the employee's supervisor at the time the shift schedules are posted and no later than two weeks in advance of the time the employee is assigned to on-call duty unless an emergency requires the on-call assignment.

25.5 Where an employee is required to be on-call, he shall receive one dollar and ten cents (\$1.10) per hour for all hours when such employee is assigned to on-call duty. He shall be called in for work if work is required during the on-call period and shall report for such work within a reasonable response time and shall answer the "call in" within 20 minutes of the call being placed. Where an employee is required to be on-call on a Statutory Holiday, he shall receive one dollar and sixty-five cents (\$1.65) per hour for all hours when such employee is assigned to on-call duty for that day.

25.6 Each time an employee who is called in to work while on "on-call duty" he shall receive time and three-quarters his regular hourly rate for all hours worked in addition to the on-call duty pay provided

for herein. Should an employee not be called in to work because he/she responded to the call solely by telecommunications, and so satisfactorily resolved the issue, he/she shall be paid time and one-half for all hours worked to resolve the issue.

The employee will, if called in, be entitled to a minimum of three hours pay at time and three-quarters of his/her regular straight time rate.

For the purposes of computing the working hours of on call duty, it shall be taken from the time that the employee leaves and returns to his normal place of residence.

- 25.7** When an individual who is placed on "On Call Duty" is required to work, such a call to the employee shall be made by the supervisor to the employee on call. This procedure does not erode the instructions of the supervisor regarding the "On Call Duty" procedure.

This does not preclude "GO OPS" calling maintenance electricians direct with problems concerning wayside power.

ARTICLE 26 - NO DUPLICATION OR PYRAMIDING

- 26.1** Save as specifically provided in this agreement, there shall be no compounding, duplication or pyramiding of premium and overtime rates provided by this agreement.

ARTICLE 27 - EMPLOYMENT STABILITY

This Article shall come into effect on the signing date of the Collective Agreement and shall continue in effect unless specific written notice is given by the Employer at least one hundred and twenty (120) calendar days to the expiration of this agreement. Such notification shall indicate positions under consideration for change.

Upon such notice Article 27 shall become null and void on the expiry date of this Collective Agreement as set out in Article 43.

- 27.1** Should there be a sale or transfer of current bargaining unit functions or jobs, the Employer shall make reasonable efforts to ensure current employees who may be laid off or terminated as a direct result of such sale or transfer, are offered positions with the new employer.

Where less than the full number of employees affected are offered positions, the Employer shall make reasonable efforts to ensure that offers are made on the basis of seniority.

- 27.2** The Employer shall ensure that no employee shall be laid off or terminated as a direct result of the Employer contracting out work which is currently being performed by members of the bargaining unit.

- 27.3** Nothing in this Article shall prevent the Employer from divesting itself of work performed by bargaining unit members which is currently performed or may be performed in the future pursuant to a contract between the Employer and a third party. In such cases, Article 27.1 will apply.

ARTICLE 28 - APPRENTICESHIP

28.1(1) Eligibility

In order to be eligible for consideration for apprenticeship, an applicant must meet the requirements for apprentice training as determined by the Ministry of Training, Colleges and Universities, and successfully pass all testing relevant to the position as determined by the Employer. (Article 8.8(3)).

In addition, each applicant must be able to satisfy all pre-qualification requirements as determined by Human Resources.

28.1(2) The apprentice may make application to the Corporation for reimbursement of eligible costs incurred. Application must be completed on a form prescribed by the Corporation, accompanied by proof of payment and authorized by the office manager. Only costs which are mandatory to the Apprenticeship Program under the *Apprenticeship and Tradesmen's Qualification Act* and under the Ontario *Apprenticeship and Certification Act* will be considered for reimbursement.

Such reimbursement will be made on the following basis:

- (a) A one time only registration fee up to a maximum of forty (\$40.00) dollars.
- (b) Up to one hundred (\$100.00) dollars for each mandatory examination writing fee, provided that the apprentice attains the recognized passing mark. No reimbursement or payment will be made for repeat examination fees for any reason.
- (c) Reimbursement at fifty (50%) percent of the annual tuition fee will be covered by the Corporation. Upon successful completion of the course the balance will be reimbursed. No coverage for books, tools, mileage, or any other direct non-tuition related charges are eligible.

Should the apprentice leave the employment of the Corporation for any reason within twelve (12) months of completion of any course for which tuition has been reimbursed, then such monies will be repaid by the apprentice to the Corporation.

28.2 Posting of Opportunities

When the Employer identifies apprenticeship opportunities which it intends to fill, then such positions shall be posted and filled in accordance with Article 8 of the Collective Agreement.

28.3 Rates of Pay

The rate of pay for each competency period of apprenticeship shall be based on the following table:

Apprentice 1st Period = 60% of the Journeyman's Rate

2nd Period = 70% of the Journeyman's Rate

3rd Period = 80% of the Journeyman's Rate

4th Period = 90% of the Journeyman's Rate

For the purposes of this Article, the Journeyman's Rate for a new employee shall be considered the Start Rate in accordance with Schedule "A1".

Where an existing GO Transit Employee becomes an apprentice, the Journeyman's Rate shall be based on the Employee's current step rate.

Upon completion of the apprenticeship and receipt of the Certificate of Qualification, the rate of pay will be the applicable progression rate of the classification as outlined in Schedule "A1" of the Collective Agreement.

While the apprentice is attending the required (off the job) schooling, he/she shall be paid the applicable period rate for eight (8) hours per day to a maximum of forty (40) hours per week.

28.4 Allowances

Allowances such as, but not limited to, mileage, meals, tuition fees, cost of books or supplies, shall not be paid when associated with the apprenticeship program.

28.5 Terms of Apprenticeship

The term of apprenticeship will be determined by the Ministry of Training, Colleges and Universities and GO Transit. The recording of such time will be the responsibility of the Section employing the apprentice.

Credit for previous experience may be given when the apprentice has satisfactorily demonstrated that such apprentice possesses such previous experience and skills required to qualify for such credit.

28.6 Lay-off of Apprentice

See Article 7.3(6).

28.7 Overtime

Apprentices may only be offered overtime if one of the following conditions is met:

- The journey person the apprentice is assigned to is scheduled to work regular work or overtime work;
- The tasks the apprentice will be performing are covered under the Ont. Reg. 566/99 Exemptions;
- The apprentice can be brought in to perform the duties of a lesser classification, so long as employees on the same shift are either scheduled to work overtime or have had the opportunity to work overtime.) Overtime assignments within the apprentice group shall be that of shared opportunity principles contained within Article 22 of this Agreement.

These terms will also apply to premium pay opportunities such as working holidays.

28.8 Seniority

Upon completion of their apprenticeship, classification seniority in the journey persons classification shall be as in accordance with Article 7.1(5)

GO Transit seniority shall remain that of their original hire into the bargaining unit.

This agreement does not erode the Employer's right to terminate such apprentice under the provision of the Collective Agreement.

The probationary period shall be for the duration of the apprenticeship and shall apply to all successful candidates irrespective of other probationary conditions contained within this Agreement.

Irrespective, failure of the apprentice to maintain the required standard of academic performance and qualifying periods will result in the termination of the apprenticeship. Under these conditions employees who have entered the apprenticeship from another bargaining unit classification will be allowed to return to that previous classification only, provided there is an opening and no other employee with qualifications and greater seniority has applied.

Failing the above, employees who do not maintain the standard shall be terminated.

Should the apprentice resign from his apprenticeship, all his seniority shall be terminated, and his employment shall cease with the Employer.

ARTICLE 29 - BEREAVEMENT LEAVE

29.1 An employee who but for the bereavement would otherwise have been at work shall be allowed the following paid consecutive days leave of absence from work on any normal scheduled work day for the purpose of making bereavement arrangements including the day of the funeral:

- (a) five (5) consecutive working days for parent, current spouse, son, daughter or ward;
- (b) three (3) consecutive working days for current mother-in-law, current father-in-law, brother, sister, current daughter-in-law, current son-in-law, current sister-in-law, current brother-in-law, grandparents, current grandparents-in-law, grandchild or guardian.

Full-time and part-time employees shall be allowed bereavement leave for up to three (3) consecutive working days and one of these days must be the day of the funeral (i.e., Employee takes Thursday, Friday as bereavement days, off days are Saturday, Sunday, funeral is on Monday).

Further, the parties agree that the three (3) consecutive work days for the purpose of bereavement must fall within a seven (7) calendar day period (i.e., Sunday, Monday - Sunday, etc.).

An employee may request to take one (1) day of his/her bereavement entitlement for the purpose of attending a later interment or memorial service. Approval of such request will require the employee to submit relevant documentation to their immediate Supervisor.

- 29.2** Upon request, an employee shall be granted a further leave of absence without pay but without loss of seniority or other benefits for the purpose of making bereavement arrangements and/or attending the funeral of the employee's current spouse, mother, father, parent, guardian, current mother-in-law, current father-in-law, child, brother or sister, of up to five (5) consecutive calendar days and may be granted up to an additional five (5) consecutive calendar days at the sole discretion of the employer.
- 29.3** Upon request, an employee shall be granted an unpaid leave of absence for one (1) day to attend the funeral of their aunt or uncle.
- 29.4** The employer retains the right to require verification for all leaves covered in this Article.

ARTICLE 30 - UNIFORMS & WORK CLOTHING

Where the Employer makes available uniforms and work clothing in styles and colours as determined by the Employer, at no cost to designated employees and/or provides an allowance for protective

footwear, all items shall be worn in the proper manner when on duty.

Uniform and work clothing items, either first issue or subsequent issue, must be picked up, on the employee's own time, at any of the designated locations of the current supplier of the Employer, at no cost to the Employer other than the costs of the uniform and/or work clothing. The applicable uniform and work clothing program details will be made available to employees at time of hire and prior to each subsequent issue and will include the Employer issuing a personalized voucher to each eligible employee. Vouchers will indicate whether it is a first issue or subsequent issue and will include additional information such as the employee's job classification, description and costs of various uniform and work clothing items, and the total allowance available to the employee.

An employee who leaves or is discharged while on probation, will be responsible for returning all issued uniform and work clothing items to the Employer.

Such employee shall be responsible for the full cost of any uniform or work clothing items not returned or returned damaged or returned in unacceptable condition. Such costs will be determined by the Employer and deducted from any monies owing to the employee.

Bus Drivers in training will not be issued uniform items until they successfully complete their training. During the training period, trainees must supply (at their own expense) and wear black dress pants and a white dress shirt. Employees assigned to work at a Fleet Maintenance facility in the following classifications (Coach Technician, Bodyperson, Serviceperson I, Serviceperson II) will not be issued a work clothing voucher on an annual basis but shall receive uniform garments provided by a work clothing supply and cleaning service as selected by the Employer.

"As required" shall mean the garment will be repaired or replaced if it is no longer serviceable, able to meet the Corporate image standards and not subject to abuse other than for reasons of

normal wear and tear. This determination will be made at the discretion of section management. Uniform or work clothing items to be replaced on an “as required” basis must be returned to the appropriate supervisor prior to replacement items being issued. Uniform and work clothing items issued “as required” will be replaced every five (5) years or as required.

30.1 UNIFORMS

First issue of uniforms shall be made available as soon as possible after hiring. Employees in the classification of Bus Driver will receive first issue upon successful completion of training.

First issue quantities and styles shall be as provided in accordance with these lists. Subsequent issue of uniforms will occur in April of each year after hire, with the exception of employees hired after January 1st, who will not be eligible for a subsequent issue until April of the calendar year following their hire.

Subsequent issue of uniforms shall be based on minimum issue quantities, as determined by the employer, and on the choice of the employee.

Uniform items may be selected and picked up at the designated locations of the current supplier to GO Transit, at no cost to the Employer, to a total allowance of \$310.00 (excluding taxes) per year for Bus Drivers, Couriers and Station Attendants, \$395.00 (excluding taxes) per year for Transit Safety Officers, and \$335.00 (excluding taxes) per year for Customer Attendants. Each subsequent issue shall consist of a minimum issue quantity of 2 pants/slacks and 2 shirts/blouses, in combinations as available to a particular classification and at the discretion of the employee.

The total dollar value of each of the minimum issue quantity items is included in the employee’s total allowance for each subsequent issue.

As a minimum, all employees must be able to purchase four (4) pairs of pants and two (2) shirts with their subsequent issue

voucher. If prices in the Employer's contract with its current supplier increase to a point where this minimum purchase is no longer possible, the Employer and the Union will meet to negotiate appropriate revisions to the subsequent issue voucher values.

Employees in the Station Attendant II classification are required to alternately wear a Station Attendant uniform and maintenance work clothing in order to carry out their duties. Station Attendant IIs will be issued with both a) Station Attendant uniform on an annual basis and b) maintenance work clothing as a full subsequent issue every other year.

Employees in the Communications Specialist and Communications Technician classification will be provided with a voucher for one (1) pair of coveralls on an annual basis.

Uniform items may be removed from this list by mutual agreement.

(A) Bus Drivers, Couriers and Station Attendants

Item	First Issue
Slacks	3
Male – Shirts (2 pockets) (Long Sleeve <i>or</i> Short Sleeve and/ <i>or</i> Golf Shirt Style +)	6
Female - Shirt <i>or</i> Blouse (2 pockets) (Long Sleeve <i>or</i> Short Sleeve) in Standard <i>and/or</i> Golf + Shirt Style	6
Male – Ties (Clip-on <i>or</i> Regular)	3
Female – Ties (Clip-on <i>or</i> Regular) <i>or</i> Floppy Bow Ties (with blouse only)	3
Cardigan (Long Sleeve) <i>or</i> Pullover Sweater (Long Sleeve <i>or</i> Sleeveless)	1
Parka * (Long <i>or</i> Short)	1
Windbreaker *	1
Equipment Bag (One-time issue upon hire - Bus Drivers only)	1

+ Golf Style Shirt for Couriers only

*** “As required” after First Issue**

(B) Transit Safety Officers

Item	First Issue
Uniform Pants with cargo style pocket	3
Shirts (Grey) (2 pockets) (Long Sleeve <i>or</i> Short Sleeve)	6
Ties (Navy blue) (Clip-on)	3
Blauer Short parka, similar to Gortex <i>or</i> Parka with liner *	1
Uniform Hat*	1
Winter Hat *	1
Rain Hat Cover *	1
Sweater, similar to Goretex *+	1
Gloves	1
Keyholder *	1
Raincoat*	1
Dickie*	1
Equipment Bag (One-time issue upon hire)	1

* **“As required” after First Issue**

+ One every 2 years

(C) Customer Attendants

Item	First Issue
Uniform pants with cargo style pocket	3
Shirts (2 pockets) (Long Sleeve or Short Sleeve)	6
Ties (Clip-on)	3
Sweater, similar to Gortex *+	1
Parka * (Long or Short)*	1
Winter Hat *	1
Gloves	1
Keyholder *	1
Raincoat *	1
Dickie*	1

* “As required” after First issue

+ One every 2 years

30.2 WORK CLOTHING

First issue of work clothing shall be made available as soon as possible after hiring.

First issue quantities and styles shall be provided in accordance with these lists. Subsequent issue of work clothing will occur in April of each year after hire, with the exception of employees hired after January 1st, who will not be eligible for a subsequent issue until April of the calendar year following their hire.

For Maintenance Classifications, Stockhandlers and Electronic Technicians, subsequent issue of work clothing shall be based on minimum issue quantities, as determined by the Employer and on the choice of the employee.

These Work Clothing items may be selected and picked-up at the designated locations of the current supplier to GO Transit, at no cost to the Employer, to a total allowance of \$275.00 (excluding taxes) for Maintenance classifications and Stockhandlers, and \$300.00 (excluding taxes) for Electricians/Electronics Technicians, per year. Each subsequent issue shall consist of a minimum issue quantity of 2 pants/slacks and 2 shirts, in combinations as available to a particular classification and at the discretion of the employee.

The total dollar value associated with each of the minimum issue quantity items is included in the employee's total allowance for each subsequent issue.

As a minimum, all employees must be able to purchase four (4) pairs of pants and two (2) shirts with their subsequent issue voucher. If prices in the Employer's contract with its current supplier increase to a point where this minimum purchase is no longer possible, the Employer and the Union will meet to negotiate appropriate revisions to the subsequent issue voucher values.

In order to meet current CSA standards and Occupational Health and Safety Regulations, Electricians and Track Maintenance Classifications are required to wear "Fire Retardant" and "High Visibility" Work Clothing in the performance of their duties.

Electricians must wear Fire Retardant Work Clothing 100% of the time and High Visibility Work Clothing as needed. Track Maintenance personnel must wear both Fire Retardant and High Visibility Work Clothing 100% of the time.

Due to the increased value and specialized nature of the Fire Retardant and High Visibility Work Clothing items, it is not practical to provide an annual allowance to designated employees for each year's subsequent issue. Instead, these classifications are provided with subsequent issue vouchers with pre-determined items and quantities sufficient for their unique wear requirements from one subsequent issue to the next.

Work Clothing items may be removed from this list by mutual agreement.

(A) Maintenance Classifications /Stockhandlers

Item	First Issue
Pants +	4
Shirts (Long Sleeve or Short Sleeve in Standard + and/or Golf Style Shirt or Long Sleeve Sweatshirt or lightweight/light coloured/rogue style short sleeve	6
Insulated Vest or Machine Jacket ++	1
Shop Coat **	2
Smock ++	1
Coverall ++/ # or Bib Overall ++	1
Pullover Sweater (Long Sleeve)	1
Windbreaker (Lightweight)	1
High Visibility T-Shirt #	1

+ Choice of polycotton or 100% cotton

**** Stockhandlers Only**

++ Maintenance Classifications Only

1 Pair of Coveralls and 2 High visibility T-Shirts will be issued to all Maintenance Classifications at each subsequent issue

Employees who are regularly scheduled on brake work will be issued paper shop coats whenever need is confirmed by the supervisor in charge.

High Visibility Parka (Long or Short) with side access zippers and/or High Visibility insulated coveralls, and lined vests, will be issued as determined by the requirements of the classification and at the discretion of the section management.

(B) Electricians

Item	First Issue	Subsequent Issue
Pants (Blue/FR)	3	3
Pants (HV/FR)	1	As Required
Shirts (Long Sleeve) (Blue/FR)	3	3
Shirts (Long Sleeve) (HV/FR)	1	As Required
Sweatshirt (Blue/FR)	1	1
Coverall (Blue/FR) or Overall (Blue/FR)	1	1
Overall (Insulated) (HV/FR)	1	As Required
Machine Jacket (Blue/FR)	1	1 Every 2 Years
Windbreaker (Blue/FR)	1	1 Every 2 Years
Windbreaker (HV/FR)	1	As Required
Parka (HV/FR) with side zipper	1	As Required

HV = High Visibility**FR = Fire Retardant****(C) Track Maintenance**

Item	First Issue	Subsequent Issue
Pants (HV/FR)	3	3
Shirts (Long Sleeve) (HV/FR)	3	3
T-Shirts (Long Sleeve) (HV/FR)	2	2
Coverall (HV/FR) or Overall (HV/FR)	1	1
Overall (Insulated) (HV/FR)	1	As Required
Windbreaker (HV/FR)	1	As Required
Rain Suit (HV/FR)	1	As Required
Parka (Long or Bomber Style) (HV/FR) with side zipper	1	As Required

HV = High Visibility**FR = Fire Retardant**

**(D) Coach Technician, Bodyperson, Serviceperson I, Serviceperson II
Fleet Maintenance Facility Only**

Item	Cleaning Frequency
Work Pants	3 pairs per 40-hour period
Work Shirt (Long or Short Sleeve)	1 shirt per shift (day)
Coveralls	1 pair per 40-hour period
Smock	1 per 40-hour period

Employees assigned to work at a Fleet Maintenance facility in the following classifications: (Coach Technician, Bodyperson, Serviceperson I, Serviceperson II) will not be issued a work clothing voucher on an annual basis but shall receive uniform garments provided by a work clothing supply and cleaning service as selected by the Employer. Garments will be provided at the employee's work location, cleaned and maintained in a state of good repair by the work clothing contractor.

Employees are responsible for reasonable care of the garments and to report any defects, tears in material, missing/defective buttons, etc. outside of normal wear and tear immediately to supervisory staff. Garments provided are for use while conducting GO Transit business only and under no circumstances are employees permitted to leave the work location at the end of their work day while in possession of any garments which are part of the supply and cleaning program. Employees are required to change into the work clothing provided prior to the start of their shift and to remove items prior to leaving after completion of their shift. Garments which are soiled are to be placed for pick-up in the designated area(s) in each facility. Garments which are suitable for use the next work period are to be retained by the employee in his/her locker for continued use. Employees will be provided garments in the quantities outlined above.

This program is exclusive of Outerwear and Protective Footwear programs which will continue to be administered by GO Transit. Outerwear garments and Protective Footwear will be provided on an as required basis in accordance with other maintenance classifications and are the responsibility of the employee to obtain in accordance with Article 30.3.

30.3 PROTECTIVE FOOTWEAR

Where the Employer provides a subsidy for protective footwear and the employee agrees to use a voucher from the designated supplier to the Employer, the employee may purchase and pick-up the footwear, on the employee's own time, at any of the designated locations of the current supplier to the Employer, at no cost to the Employer other than the designated subsidy amount. If the employee decides to purchase their protective footwear from a supplier other than the one designated by the Employer, they may do so on the employee's own time at no cost to the Employer other than the designated subsidy amount, and claim their subsidy by completing and submitting both a Statement of Expenditures form and a Requisition for Subsidy form.

The subsidy for the purposes of safety footwear will be provided and may be used when the Employer agrees that a requirement exists, or when the Employer agrees that the employee's current footwear requires replacement. Effective April 1, 2008, the subsidy amounts are as follows:

- 1) Summer Shoe up to \$100.00
- 2) Summer Boot up to \$110.00
- 3) Winter Insulated up to \$160.00

Probationary employees, upon hire, must supply and wear safety footwear where applicable and will not be eligible, or reimbursed for such subsidized amounts until the probationary period is completed.

Employees may not make claim for reimbursement for safety footwear purchased during the probationary period after probation completion. Only receipts for protective footwear dated after the employee's probationary period has been completed will be reimbursed.

ARTICLE 31 - NOTIFICATION TO EMPLOYER

31.1 An employee is responsible for notifying the immediate supervisor, control centre, or authorized person, whichever is applicable of any personal status changes immediately. This notification includes changes to names, addresses, telephone numbers of individuals to be notified in case of emergency, additions or deletions of dependents, changes to marital status, and changes to employee's address and/or telephone number.

An employee who fails to notify the employer of such changes shall be responsible for all adverse effects of same.

31.2 Any loss of licence necessary to the performance of work must be reported to the employer immediately.

Failure to report the loss of a driver's licence the first scheduled work day following knowledge of such loss or knowingly operating a Corporate vehicle while not possessing a valid driver's licence, shall result in termination of employment.

Knowingly signing of any document requiring a licence while not possessing a valid licence shall result in termination of employment.

31.3 The employer may request confirmation of personal information as required.

31.4 An employee is also responsible to call in to his immediate Supervisor, Control Centre or an authorized person whichever is applicable, if he is unable to report for duty as soon as possible, but not later than one (1) hour prior to his regular starting time unless he is prevented from doing so and/ or is excused by his Supervisor.

ARTICLE 32 - VACATION ENTITLEMENT

32.1 For the purpose of this Article, a permanent employee is entitled to vacation credits in respect of each calendar month of employment or part thereof in which he is at work, or on leave of absence with pay.

32.2 For the purposes of this Article, continuous service shall not include:

1. When the employee is on a leave of absence without pay for a period greater than thirty (30) consecutive calendar days or when the employee is on layoff for a period greater than thirty (30) calendar days.
2. When the employee is receiving benefits under the Long Term Income Protection Plan.
3. During the period of time when the employee is no longer eligible for LTIP benefits due to full recovery from disability, and the time that the employee returns to their previous classification.
4. After the first nine (9) months that he is receiving benefits pursuant to an award under the *Workplace Safety and Insurance Act*.
5. When the employee has been granted a leave of absence for the political activities set out in the *Public Service Act*.

32.3 An employee shall earn vacation credits computed on the following basis according to the individual employee's length of continuous service as of his anniversary date each year.

- (a) All employees who have completed sixty (60) consecutive days of employment, shall accumulate vacation credits equal to ten (10) hours of vacation for each calendar month or part thereof.

Such employees will not be allowed to use their credits during the first calendar year of employment. However, an employee with more than sixty (60) consecutive days of employment will be allowed up to ten (10) days unpaid leave of absence in accordance with section procedures for the purposes of vacation. Such credits accumulated will be used in the following vacation year for paid vacation.

- (b) An employee who reaches eight (8) years of continuous service on his anniversary date shall be entitled to an annual vacation of up to four (4) weeks computed on the basis of thirteen and one-third ($13 \frac{1}{3}$) hours for each calendar month or part thereof.
- (c) An employee who reaches fifteen (15) years of continuous service as outlined in this Article, on his anniversary date shall be entitled to an annual vacation of up to five (5) weeks, computed on the basis of sixteen and two-thirds ($16 \frac{2}{3}$) hours for each calendar month or part thereof.
- (d) Effective January 1, 2008, an employee who reaches twenty-five (25) years of continuous service as outlined in this Article on his anniversary date shall be entitled to an annual vacation of up to six (6) weeks, computed on the basis of twenty (20) hours for each calendar month or part thereof.
- (e) All employees will be entitled to vacation based on credits earned in each previous calendar year.
- (f) All vacation pay will be paid at 6% for three (3) weeks, 8% for four (4) weeks, 10% for five (5) weeks, 12% for six (6) weeks vacation based on the employee's regular rate at the time of taking the vacation. The formula for calculation of payment shall be number hours of entitlement, times regular hourly rate, times 1.02.

32.4 A permanent full-time employee may accumulate vacation entitlement to a maximum of up to one hundred and twelve (112) hours of his previous years' entitlement and be allowed to carry such entitlement over to the next year.

However, when an employee has made his/her official declaration of retirement from the company to be effective in the next calendar year, the employee may elect to carry over all or part of his/her unused vacation to that retirement year. This carry over may be used for retirement bridging purposes or be paid out at 100% at the retirement date. This election must be made at time of vacation sign-up immediately prior to the retirement year.

Vacation that commences in the current year and ends in the following year (no later than January 7th) will be considered as reducing the current year's bank.

All employees shall be required to select their vacations in accordance with the procedures established within their job category or location. Employees who fail to select vacation entitlement as required shall have available vacation selected by their Union representative. All vacation weeks will be selected based on the pay week, therefore the week begins on Saturday and ends on Friday.

Employees who must cancel their selected period due to S.T.S.P., L.T.I.P., or W.S.I.B., shall be responsible for selecting available alternate periods at the earliest possible opportunity.

Employees who have not made the necessary arrangement before the end of the current vacation year shall be paid out one hundred (100%) per cent of their vacation pay entitlement, it being understood that this shall not include the maximum carry-over allowance of one hundred and twelve (112) hours.

Employee requests to have scheduled vacations altered will be reviewed mutually by Union/Management and be subject to availability of alternative weeks and business needs.

32.5 Permanent Part-time Employees

Part-time employees shall establish credits on the same basis as the aforementioned. Employees will have the option to receive vacation pay as identified below or earned vacation credits on a pro-rated basis that will be credited to a vacation bank. Employees will be given a one-time opportunity to select one of the above options. Employees will be given a one-time opportunity to change this original selection on the above options.

All part time employees shall receive vacation pay/credits on a pro-rated basis which will be calculated from the actual regular hours scheduled and are worked. Such vacation pay earned shall be paid in each applicable pay period or credited to the employee's vacation bank, based on their selection.

All vacation pay will be paid or earned at 6% for three (3) weeks, 8% for four (4) weeks, 10% for five (5) weeks, and 12% for six (6) weeks vacation based on the employee's regular rate.

All scheduled vacation may be taken as leave of absence without pay or if sufficient vacation credit is available in their vacation bank, the employee may receive paid vacation time.

Maximum unused vacation credits of up to twenty (20) hours may be carried forward to the next calendar year only.

When a part-time employee moves to a permanent full-time position or vice versa, the employee will receive the better of vacation pay out or earned vacation credit for the current month.

32.6 All vacation credits must be scheduled in blocks of forty (40) hours. All hours less than forty (40) shall be taken at the absolute and sole discretion of the employer, based on the employees request in writing of not less than seven (7) calendar days prior to the requested date(s).

It is agreed that vacation hours contained within the vacation carryover bank may, at the sole and absolute discretion of the Employer, be converted to single day vacation, or portions thereof.

Such single day vacation will be considered as an individual occurrence irrespective of how it is aligned with off days and/or other single day vacations, and as such will not impact on overtime assignments involving off day work, (Ref. Article 21).

It is agreed that the granting of such requests shall be solely on the basis of the availability of manpower and business/services demands and shall not result in an employee pursuing a grievance.

32.7 Where a statutory holiday falls within the vacation entitlement period refer to Article 33.0 Holidays.

32.8 An employee shall be paid for any earned and unused vacation entitlement at the date he ceases to be an employee.

When an employee qualifies for payments under the Long Term Income Protection plan (Article B7.0), he will be paid for any eligible vacation entitlement which is unused in the current year. Should he continue to be receiving LTIP payments as of January 1st of the year following, then he shall be paid out any earned vacation entitlement which could be used in that calendar year.

32.9 Any employee who has outstanding vacation due to S.T.S.P. and/or W.S.I.B., and who is unable to reschedule another vacation during that calendar year, will have such vacation paid out at one-hundred percent (100%) should such outstanding vacation be beyond the carry-over entitlement.

32.10 Each year prior to vacation selection, the Union will review the use of seniority provisions within the selection process and will notify the Employer and its membership of any changes to same.

All employees according to the above-mentioned procedures shall select vacation entitlement to the minimum amounts allowed

elsewhere in this Agreement (i.e. maximum one hundred and twenty (120) hours) unsigned.

If all attempts to select vacation are unsuccessful, then the provisions of Article 32.9 shall apply.

ARTICLE 33 - STATUTORY HOLIDAYS

33.1 Under this Article, all employees shall receive the following paid holidays:

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

An employee who otherwise qualifies under this article will be entitled to receive statutory holiday pay after the employment hire date.

Statutory holiday calendar dates are subject to change dependent on service requirements.

If the Governor-General or Lieutenant-Governor of Ontario proclaims an additional paid statutory holiday during the term of this agreement for the employees covered by this agreement which compels the observance of this holiday over and above the agreed number of holidays indicated above, Article 33.1 will be amended to provide for such additional paid holiday.

Permanent part-timer shall receive holiday pay based on 12% of the regular paid hours worked in the prior pay period.

Should the prior pay period have no regular paid hours due to vacation leave, then the pay period prior to this may be used to determine applicable pay.

33.2 If any of the paid holidays fall on a scheduled work day for an employee whose normal schedule includes two (2) scheduled off days, then the employee shall receive eight (8) hours pay at his regular rate of pay.

If any of the paid holidays fall on a scheduled work day for an employee whose normal schedule includes three (3) scheduled off days, then the employee shall receive ten (10) hours pay at his regular rate of pay.

In addition, if an employee is required to work on a holiday (i.e., the employer recognizes the holiday on its calendar date), he/she will be paid at time and one - half of his / her normal regular rate for all hours worked on that day.

Should there be an observed holiday (i.e., the employer recognizes the holiday on a day other than its calendar date), an employee required to work on this observed holiday will be paid at time and one-half of his/her normal regular rate for all hours worked on that day, therefore, the statutory holiday's calendar date will be treated as a regular day.

If there is an observed holiday for Christmas (i.e., the employer recognizes Christmas on a day other than December 25), an employee required to work on December 25 will be paid at time and one-half of his/her normal regular rate for all hours worked on December 25. This employee will still qualify for time and one-half of his/her normal regular rate for all hours worked on the observed holiday date.

If there is an observed holiday for Canada Day (i.e., the employer recognizes Canada Day on a day other than July 1), an employee

required to work on July 1 will be paid at time and one-half of his/her normal regular rate for all hours worked on July 1. This employee will still qualify for time and one-half of his/her normal regular rate for all hours worked on the observed holiday date.

- 33.3** If any of the paid holidays fall on a non-working day for an employee, he shall receive eight (8) hours pay at his regular rate or a lieu day (which shall be deemed to be the holiday and paid at eight (8) hours) at some later date as may be mutually agreed upon between the parties, but within ninety (90) calendar days.

Should the lieu day not be taken within ninety (90) calendar days, then the employee shall receive eight (8) hours pay.

When a lieu day is taken weekly guarantees may be eroded.

- 33.4** If any of the above-mentioned holidays fall in an employee's vacation, the employee may, provided he gives the Employer written notification of his election at least ten (10) days prior to his vacation, have the option of:

(a) One additional day in lieu (which shall be deemed to be the holiday and paid at eight (8) hours) to be taken in conjunction with the vacation; or

(b) Receiving an additional eight (8) hours pay for the week in which the holiday falls; or

(c) Should no election be made, or an election is made late, then (b) automatically applies.

(d) When a lieu day is taken weekly guarantees may be eroded.

- 33.5** In order to qualify for holiday pay, an employee must have worked the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday and worked on the holiday if scheduled to work.

- 33.6** An employee will not be disqualified from receiving holiday pay if he is absent on any such qualifying day and such absence is due to a bona fide illness which is proven by a medical certificate, or if he is absent by reason of layoff and any such absences began not more than one working day prior to the holiday.

Where a prior approved leave is given on the qualifying day the last shift worked shall become the qualifying day.

Where an employee requires the qualifying day as leave due to an emergency, the qualifying day shall be the last shift prior to the qualifying day providing the employee's Superintendent and/or Manager accepts the employee's reason for the request. Such decision shall be final and binding and not subject to the grievance procedure.

- 33.7** (a) When an employee is promoted from part time to full time employment and such employee has completed sixty (60) consecutive calendar days, he will receive statutory holidays as allowed under Article 33.
- (b) Where a part time employee is assigned to a full time position under Article 10, for a period of more than five (5) days, he shall receive statutory holidays as allowed under Article 33.

ARTICLE 34 - PHOTO IDENTIFICATION CARD

- 34.1** From the date of hire, all regular employees will be issued with a photo identification card. This card must be worn or produced as required, in order to gain access to designated facilities and transportation services. Where employees use such card for transportation services, any observed vandalism or other incidents must be reported to the Employer, and revenue passengers will be accommodated prior to such employees.
- 34.2** (a) An employee who retires from GO Transit and has at least ten (10) years of continuous service, and is in receipt of OPSEU,

OPB and/or OMERS Pension Plan benefits will be allowed to retain his/her photo identification card.

- (b) A part-time employee who retires from GO Transit and has at least 20 years of continuous service will be allowed to retain his or her photo identification card.

Such employees must have identification cards renewed upon expiry.

ARTICLE 35 - EXPENSE CLAIMS

35.1 (a) Employee Vehicle Allowance

As may be indicated in some of the Position Specifications under which employees are hired and/or appointed, an employee may be required to furnish his/her own transportation to and from various reporting locations. If an employee chooses to drive his/her private vehicle to and from a location other than his/her assigned "home base", he/she may be eligible to claim vehicle allowance.

- (b) Where a work location is shut down and employees are relocated, they will receive applicable mileage rate for a period of three (3) calendar months.

In Bus Operations where a work/reporting location is permanently shut down and employees are relocated to another existing work/reporting location, they will receive applicable mileage rate for a period of sixty (60) calendar days.

In Bus Operations, work/reporting locations which are temporarily or permanently relocated and offer essentially the same work (i.e.: different bus storage site) shall not qualify for mileage claims except when such storage sites are more than ten (10) kms away from the previous bus storage site.

(c) Where a bargaining unit employee has been temporarily reassigned by the Employer to accommodate modified work duties under Article 8.8 of the Collective Agreement, and where the employer approves the employee's choice of using his/her personal vehicle for transportation purposes between the employee's place of residence and the temporary work location, GO Transit will reimburse the claimant for a maximum period up to three (3) consecutive calendar months which is restricted to one (1) accommodation period only.

An employee will not be entitled to claim such mileage expenses under Article 35 of the Collective Agreement where the employee is advised by the Employer to utilize the transportation services (bus or rail) provided by GO Transit or where the Employer provides transportation from the employee's normal homebase to the temporary work location.

There will not be an elongation of the workday where the employee can utilize the transportation services, i.e. bus or rail, provided by GO Transit.

35.2 All employees are assigned a normal "home base", but which may be revised as necessary. No vehicle allowance may be claimed between an employee's residence and his/her normal "home base".

An employee who responds to and works as a result of Article 24 - Call Back or Article 25 - On Call Duty, will be paid the vehicle allowance to and from the employee's normal place of residence when using their own vehicle.

35.3 An employee who is assigned to report at a location other than his/her normal "home base" may claim as vehicle allowance the lesser of:

(a) the round-trip road distance between his/her actual residence and the alternate reporting location; or

(b) the round-trip road distance between his/her normal "home base" and the alternate reporting location; and

(c) when an employee is assigned to a split shift at an alternate reporting location and the time between work assignments is greater than two (2) hours, the employee may claim as vehicle allowance the lesser of:

(i) twice the round-trip road distance between his/her actual residence and the alternate reporting location; or

(ii) twice the round-trip road distance between his/her normal "home base" and the alternate reporting location.

35.4 An employee who, having already reported to his/her normal "home base" or assigned alternate reporting location, is then required to travel to a further location and who is not furnished with transportation may claim as vehicle allowance the lesser of:

(a) The round-trip road distance between the reporting location and the further location; or

(b) the one-way road distance to the further location plus the one-way road distance from that further location to the employee's actual residence.

35.5 Vehicle allowance rates are reviewed and revised periodically. Employees will be reimbursed at forty cents (\$0.40) per kilometre for all distances driven. Should the Provincial Government Directive increase the Vehicle (Mileage) Allowance beyond the current forty cents (\$0.40) per kilometre, the rate will be increased. Should GO Transit be exempted from the Government Directive, the parties will meet to further review increases.

35.6 No claim for vehicle allowance will be paid until the employee has signed and properly filed the required Vehicle Insurance Certificate.

35.7 Miscellaneous Expenses

From time to time, employees may be required to incur out-of-pocket expenses. Receipts must be obtained in order to submit a claim for reimbursement on a periodic basis.

35.8 Overnight Expenses

Bus Drivers on a required overnight layover are entitled to a pre-authorized single room accommodation. Unless the facility uses a "direct-billing" method to GO Transit, Drivers will pay for and obtain a receipt for such accommodation, and submit a claim for reimbursement.

35.9 Bus Drivers on a required overnight layover are entitled to claim a daily meal allowance of six dollars and seventy-five cents (\$6.75) for breakfast, nine dollars and twenty-five cents (\$9.25) for lunch, and eighteen dollars (\$18.00) for dinner.

35.10 Meal Allowance

Effective signing date, where an employee works unplanned overtime in excess of three (3) hours he/she may claim six dollars and fifty cents (\$6.50) meal allowance, and shall also include employees who actually work in excess of the three (3) hours referred to as a result of Article 24 - Call Back or Article 25 - On Call Duty when worked.

Thereafter, the employee shall receive an additional \$6.50 for each further additional continuous three (3) consecutive complete hours worked.

Such unplanned overtime referred to shall be scheduled on the same day that it is worked and will be continuous consecutive time worked. The meal allowance will be paid for the applicable extra time worked in excess of three hours even if such extra time is not paid at the overtime rate but falls under the criteria of unplanned work on the same day.

No receipts will be required to make such a claim but all time will be recorded in the appropriate manner.

35.11 Medical Examinations for Full-time and Part-time Bus Drivers and Fleet Maintenance Employees Only

The Corporation shall cover expenses for medical examinations of up to one hundred and twenty-five (\$125.00) dollars every three (3) years which are related to licence renewals.

35.12 Tool Allowance

Coach Technicians, Electricians, Body Persons, Electronics Technicians and Apprentice Coach Technicians are required to have a supply of tools that are appropriate to the job. The minimum tool requirement has been identified and may be updated from time to time, following which the affected employees will have ninety (90) calendar days to purchase the new tools. The Union will be informed on any amendments to the tool requirement. The value of any tools added to the list will not exceed one-hundred dollars (\$100) in any calendar year.

Every employee in the eligible groups will receive a tool allowance, to be paid in the first quarter of each year during the term of the collective agreement as follows:

Coach Technician: \$800.00 per calendar year

Body Person: \$800.00 per calendar year

Apprentice Coach Technician (2nd year):
\$400.00 per calendar year

Apprentice Coach Technician (3rd year):
\$500.00 per calendar year

Apprentice Coach Technician (4th year):
\$600.00 per calendar year

Plant Electrician: \$250.00 per calendar year

Electronics Technicians: \$250.00 per calendar year

An additional ten percent (10%) will be paid for the above positions effective the second year of the Collective Agreement.

An additional ten percent (10%) will be paid for the above positions in the third year of the Collective Agreement.

A tool allowance payment will be made by separate cheque less required statutory deductions.

Probationary employees will not be eligible for tool allowance until the probationary period is completed.

Employees who are unable to carry out their assigned tasks and job duties due to their failure to maintain the minimum tool requirement or due to lack of proper tools for which the allowance is provided, will be subject to discipline.

35.13 License Renewals

All full-time Coach Technicians and Bodypersons who have completed their probation period will be entitled to claim reimbursement of one hundred percent (100%) of the renewal cost, every three (3) years for the purpose of their Truck, Coach Technician license. All full-time Electricians who have completed their probation period will be entitled to claim reimbursement of one hundred percent (100%) of the renewal cost, every three (3) years for the purpose of their Electrician license. A copy of the renewal certificate and a receipt must be submitted to the supervisor at time of claim for reimbursement.

35.14 Expense Claims

All claims for expenses must be properly completed on the prescribed forms, including adequate explanation and attached receipts as required and must be filed on a monthly basis. Reimbursement will only be approved for actual incurred expenses.

Claims made for expenses not actually incurred will be considered fraudulent.

ARTICLE 36 - PREMIUMS

36.1 To be eligible for payment of any premium covered in this Article, the employee must actually work the required hours and complete the full shift. Failure to report to work for any reason or failure to complete the shift for any reason shall negate the payment of these premiums.

Employees injured and eligible for payment by the W.S.I.B. will earn the premium for any shift actually started but not completed.

36.2 Premium

Any employee whose shift finishes between 2201 hours and 0815 hours will receive a flat shift premium of five dollars and seventy-five cents (\$5.75) for each shift worked.

36.3 Sunday Premiums

A flat rate premium of fifteen dollars (\$15.00) will be paid for each completed shift worked on Sunday.

For an employee who works on a Sunday and is paid overtime for the entire scheduled shift, a Sunday premium will not be applicable.

Sunday work shall be defined by the day on which the work commenced. Duty commenced on Saturday and not completed until the early hours of Sunday morning will be reported as Saturday time and paid without the premium. Duty commenced on Sunday and not completed until the early hours of Monday morning will be considered and reported as Sunday work and will be subject to the stipulated flat rate premium.

36.4 Spread/Split Shift Premium

A flat rate premium of fourteen dollars and seventy-five cents (\$14.75) will be paid for each completed shift that results in an elongated work day caused by a split shift and/or a spread which is 11 hours or more in duration.

A split shift is a schedule which includes an unpaid break of two (2) hours or more in duration.

- 36.5** Such premiums will not apply to any overtime or delay time which may occur after the employees regularly scheduled shift. However, such premiums will apply to any complete shifts that are in addition to the employees regularly scheduled shifts.

ARTICLE 37 - BIRTHDAY, FLOATER, AND FAMILY BUSINESS LEAVES

37.1 Birthday/Floater Leave

Each full-time employee who attains full-time status on or before 31 December of the previous calendar year, and maintains that status up to and including their birthday each calendar year, shall be entitled to leave on their birthday and an adjoining day according to the following:

- (i) At the time of vacation selection, all employees (for bus drivers see subsection (v)), shall schedule such leave with pay. Should the employee's birthday fall on a scheduled off day, a scheduled vacation day or a statutory holiday, the employee shall also declare one of the following options:
 - a) move the birthday and floater leave to the first scheduled work days following or prior to their actual birthday; or
 - b) take the floater day on the last scheduled work day prior to their actual birthday and take the birthday leave day on the first scheduled work day following their actual birthday;
- (ii) The employee is not being paid for such day according to any other provision in this Collective Agreement;
- (iii) No exceptions shall be made to the foregoing for any reason;

- (iv) Employees who are absent due to sickness or injury on their scheduled birthday/floater day (whichever occurs first), will be allowed to reschedule the birthday/floater leave days within ninety (90) calendar days of their actual birthday on dates provided by Management;

If for any reason the birthday/floater is not taken within ninety (90) days of the actual birthday, the employee will lose these leave days;

- (v) Subsection (i) shall apply to all bus drivers, except that bus drivers will carry out the (i) procedure at the time of sign up for the Board Period within which their birthday takes place;
- (vi) If the birthday or floater day fall on a scheduled work day for an employee whose normal schedule includes two (2) scheduled off days, then the employee shall receive eight (8) hours' pay at his regular rate of pay;

If the birthday or floater day fall on a scheduled work day for an employee whose normal schedule includes three (3) scheduled off days, then the employee shall receive ten (10) hours' pay at his regular rate of pay;

If the birthday or floater day fall on a scheduled twelve (12) hour workday for a full-time Transit Safety Officer, then the Transit Safety Officer shall receive twelve (12) hours' pay at his regular rate of pay;

- (vii) Employees who are absent from the sign-ups will have their birthday/floater leave days selected by the Union representative. The selection of these leave days will be the sole responsibility of the employee or their Union representative;
- (viii) Employees whose off days change subsequently to coincide with their birthday/floater leave days, shall be entitled to reschedule these leave days.

37.2 Family Business Leave

Each employee who attains full-time or part-time status on or before 31 December of the previous calendar year, and maintains that status up to and including the day selected as a family business day, shall be entitled to leave for such day according to the following:

- (i) The employee notifies the Employer in writing ten (10) days or more prior to the day of their intention to take leave with pay;
- (ii) The employee is not being paid for such day according to any other provision in this Collective Agreement;
- (iii) Such leaves shall be approved by the Employer based on workforce requirements and such approval shall not be withheld in a discriminatory manner;
- (iv) Failure of an employee to qualify for or to exercise their right to this leave shall negate the current year's entitlement and there shall be no circumstances which give rise to a residual value of any kind;
- (v) A part-time employee shall receive the employee's regular scheduled hours for the day the leave is taken as compensation for the leave day, to a maximum of eight (8) hours;
- (vi) If the family business day falls on a scheduled work day for a full-time employee whose normal schedule includes two (2) scheduled off days, then the employee shall receive eight (8) hours' pay at his regular rate of pay.

If the family business day falls on a scheduled work day for a full-time employee whose normal schedule includes three (3) scheduled off days, then the employee shall receive ten (10) hours' pay at his regular rate of pay.

If the family business day falls on a scheduled twelve (12) hour workday for a full-time Transit Safety Officer, then the Transit Safety Officer shall receive twelve (12) hours' pay at his regular rate of pay.

The weekly guarantee of hours of work, as per Article 23 - Hours of Work, will continue to apply to the leaves in this article.

All leaves described in this Article shall require the employee to provide proper notice. However, based on the circumstances the employee's Manager may waive the required time limits. Approval of such leave shall not be withheld unless operational needs prevent such approval.

Such a waiver shall not give rise to a grievance.

37.3 Child Care Leave

A full-time employee shall be entitled to one (1) day leave with pay to be used for or after the birth of a dependent child in accordance with the following:

- (i) The employee must have completed sixty (60) consecutive calendar days from the employment hire date;
- (ii) The employee shall provide reasonable notice, when possible, of their intention to take such leave with pay, and any such leave must be taken within thirty-one (31) days of the child's birth;
- (iii) This leave shall not be taken on any day for which the employee is being paid in accordance with any other Article in the Collective Agreement.

Failure of an employee to exercise their rights to this leave will negate the entitlement and there shall be no circumstances which give rise to a residual value of any kind.

ARTICLE 38 - BARGAINING UNIT WORK

- 38.1** Supervisory personnel shall not perform work normally performed by members of the bargaining unit, except in the event of an emergency or for the purposes of instruction.

ARTICLE 39 - RATES OF PAY

- 39.1** The job classifications and wage rates shall be as outlined in the Collective Agreement.

- 39.2** Progression rates shall be applied based on GO seniority date (or as agreed between the parties).

39.3 WAGE PROGRAM - SCHEDULE "A2" OFPT

- 39.3(1)** A wage adjustment of 2%, effective June 7, 2011 (see Schedule "A2", Chart 1) will be paid on December 20, 2011. The retroactive portion of the wage adjustment will be paid by separate direct deposit, subject to all statutory deductions, on January 17, 2012. Pension contributions will be deducted on regular earnings. This adjustment applies to all employees who are on the GO Transit ATU payroll as of the date of ratification, and any employees who have retired or been placed on long-term disability since June 1, 2011. The retroactive adjustment represents all regular paid and overtime hours only from June 2, 2011, or the hire date for employees who commenced employment after that date.

- 39.3(2)** Effective June 2, 2012, all eligible OFPT full-time and part-time employees shall be awarded a 2% general increase as reflected in Schedule "A2", Chart 2.

- 39.3(3)** Effective June 2, 2013, all eligible OFPT full-time and part-time employees shall be awarded a 2.3% general increase as reflected in Schedule "A2", Chart 3.

- 39.3(4)** Non-permanent employees who have conditions of employment outlined in a signed agreement between the Employer and the non-permanent employee, shall be awarded general increases on the same basis as full time and part time permanent employees. However, there shall be no step movement within their level.
- 39.3(5)** When an employee is temporarily assigned to a higher rated classification, he or she shall receive a 3% wage increase or minimum (start) of the range of the temporary assignment, whichever is greater.
- 39.3(6)** (a) If an employee is on temporary assignment (refer to Schedule "H", Article 10) when a general increase is awarded then the employee will receive the general increase, applied to the temporary assignment rate and the employee will remain in the same step of the appropriate wage chart.
- (b) When the Employee is removed from the temporary assignment, then he/she will revert to the level and step applicable to his/her classification prior to the temporary assignment, and the general increase from the appropriate wage chart shall be applied.
- (c) If an employee's position incumbency (anniversary) date is due while on temporary assignment, the employee's wage shall be adjusted as follows:
- (i) The employee shall revert back to their original level and step which was in effect prior to the temporary assignment.
- (ii) The employee shall be moved to the next step within that level as outlined in Article 39.3(8)(c)(i).
- (iii) The employee shall then receive the temporary assignment wage adjustment of 3% which may place the employee in between steps of the applicable level.

- 39.3(7)** If an employee is unable to fulfill the temporary assignment for five (5) continuous working days or more due to illness/injury, then the employee shall be removed from the temporary assignment and his/her wage rate shall be adjusted to his/her normal wage rate.
- 39.3(8)** If after ten (10) working days, the employee is unable to perform the temporary assignment for any reason other than Article 39.3(10), then the Employer may, at its discretion, remove the employee from the temporary assignment and his/her wage rate shall be adjusted to his/her normal wage rate.
- 39.3(9)** If an OFPT employee moves to a different classification within the same level, then the employee's incumbency date will remain unchanged.

39.4 WAGES - SCHEDULE "A1" FRONT LINE

- 39.4(1)** A wage adjustment of 2%, effective June 7, 2011 (see Schedule "A1", Chart 1) will be paid on December 20, 2011. The retroactive portion of the wage adjustment will be paid by separate direct deposit, subject to all statutory deductions, on January 17, 2012. Pension contributions will be deducted on regular earnings. This adjustment applies to all employees who are on the GO Transit ATU payroll as of the date of ratification and any employees who have retired or been placed on long-term disability since June 1, 2011. The retroactive adjustment represents all regular paid and overtime hours only from June 2, 2011, or the hire date for employees who commenced employment after that date.
- 39.4(2)** Effective June 2, 2012, a wage adjustment of 2% will be applied to the wage rates of all job classifications covered under Schedule "A1" as reflected in Schedule "A1", Chart 2.
- 39.4(3)** Effective June 2, 2013, a wage adjustment of 2.3% will be applied to the wage rates of all job classifications covered under Schedule "A1" as reflected in Schedule "A1", Chart 3.

ARTICLE 40 - NO STRIKE OR LOCK-OUT

- 40.1** In view of the orderly procedure for the settlement of complaints and grievances, as established herein, the Union, its officers and agents and the employees agree that there will be no strike, slow-down or stoppage of work and the Employer agrees it will not engage in any lock-out, during the term of the Collective Agreement.

ARTICLE 41 - GENERAL

- 41.1** The Employer agrees not to charge employees for parking in the parking lots owned by the Employer. The Employer is not responsible for any employee's vehicle or its contents.
- 41.2** Driver's licence numbers shall be collected for the purpose of determining the licence status, endorsements and demerit points associated with an individual who is required to hold a pre-defined driver's licence for the purpose of employment with the Company.
- 41.3** When the employee has requested the Ontario Safety League (OSL) to review the findings of a collision decision, the employer will provide the OSL with all required documentation specific to the collision, for the purpose of determining whether the collision was preventable or non-preventable.

The cost of the review will be borne by the employee. The decision reached by the OSL shall be deemed binding. If the result of the decision is deemed non-preventable, then the employee shall be reimbursed for the cost of the review.

ARTICLE 42 - OVERAGES AND SHORTAGES

All employees who are required to handle revenue transactions shall abide by the following procedures.

- (a) The Bus Drivers and Ticket Sales staff will be issued a float consisting of tickets and/or cash which is the property of GO Transit and are required to submit a completed sales report signed by the employee at the end of each shift, or as directed. The float must be maintained at its full value and used only to provide change coincident with the sale of tickets.
- (b) In Station Operations, unclaimed overages will be applied to offset shortages as outlined in (h).

In Bus Operations, employees will be issued Cash Shortage and/or Cash Overage Vouchers depending on the circumstances. (206.06 Driver's Manual)

- (c) GO Transit staff are required to forward all funds accumulated during the shift to GO Transit at the end of each shift and to reimburse GO Transit for all shortages for which they are responsible as a result of ticket sales transactions.
- (d) A supplementary notification of a Shortage/Overage will be issued by Revenue Accounting Office for amounts of \$25.00 or more whenever an overage or shortage is incurred that is not reported by the employee on his/her sales report.
- (e) When an employee submits a report with a shortage or overage or receives a supplementary notice from Revenue Accounting, which the employee believes he/she is not responsible for, the employee shall immediately explain the reason for the difference and request the amount be written off. The employee's supervisor will consider each request and where a fair and reasonable explanation has been given, the difference will be written off. In the event the supervisor does not grant the requested adjustment and the employee disputes

his responsibility for the shortage, the matter may be grieved in accordance with the collective agreement.

- (f) Staff and trainees will not be responsible for shortages attributable to training. Where communal floats are in existence and shortages occur that cannot, after investigation by appropriate authorities, be attributed to a particular employee, the shortage will also be subject to the write-off procedure.
- (g) In Station Operations, in order to summarize overages/ shortages incurred, statements will be issued monthly and overages /shortages accumulated by quarters.

In Bus Operations, vouchers are issued as identified.

- (h) In Station Operations, at the end of each quarter (March, June, September and December), employees will be required to settle the net shortages incurred in the quarter. The net shortages for the quarter will be adjusted for any amounts disputed under the provisions of paragraph (e) and reduced by the amount of any net overage existing at the end of the previous quarter. If the resultant amount is a net shortage, it must be paid within five (5) scheduled work days unless the employee requests to pay in instalments, in which case the amount may be paid off in instalments provided that the minimum payments per pay must be the greater of \$25.00 or 1/5 of the amount due. In the case of amounts not due because they are in dispute, these amounts will become payable 14 days after the resolution of the dispute unless the employee requests to pay in instalments, in which case the amount may be paid off in instalments provided that the minimum payments per pay must be the greater of \$25.00 or 1/5 of the amount due. Net overage credits at the end of a quarter will be carried forward to the next quarter, and reduce to a maximum of six-hundred (\$600.00) dollars annually at the close of the fiscal year (March 31).

Bus Operations employees will settle accounts as issued within the fourteen (14) calendar days allowed. A shortage issued to a driver must be accompanied by supporting documentation, i.e. B.T.I. detailed run report. Bus Drivers will not be required to cash in the disputed amount of a shortage until the end of the grievance procedure, excluding arbitration.

- (i) All outstanding amounts, including amounts in dispute, will become payable on termination.
- (j) Failure to make any payment when due will result in removal from duty without pay until the account is brought up to date.
- (k) Shortages will be paid by employees depositing the required amount as a separate deposit, showing the amount on a Miscellaneous Revenue Report.
- (l) Any employee acting in any revenue handling positions, who incurs an unreasonable number of overages and shortages will be subject to disciplinary action.

It is understood and agreed that this Article 42.0 forms part of the Collective Agreement. However, the parties agree that this procedure shall not be subject to future negotiation, but the Employer may unilaterally amend these procedures in response to future needs of the service.

ARTICLE 43 - TERM OF AGREEMENT

- 43.1** This agreement shall commence on the 2nd day of June 2011 and shall end at midnight on the 1st day of June 2014 and shall continue thereafter from year to year unless either party gives notice in writing to the other party during the last one hundred and two (120) days of the term of this agreement of that party's intention to terminate or negotiate revisions thereto. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

GO TRANSIT

PAY DATES AND PAY PERIODS FOR YEAR 2012

PP#	PAY PERIOD BEGINNING	PAY PERIOD ENDING	PAY DATE
1	December 24	January 6	January 17
2	January 7	January 20	January 31
3	January 21	February 3	February 14
4	February 4	February 17	February 28
5	February 18	March 2	March 13
6	March 3	March 16	March 27
7	March 17	March 30	April 10
8	March 31	April 13	April 24
9	April 14	April 27	May 8
10	April 28	May 11	May 22
11	May 12	May 25	June 5
12	May 26	June 8	June 19
13	June 9	June 22	July 3
14	June 23	July 6	July 17
15	July 7	July 20	July 31
16	July 21	August 3	August 14
17	August 4	August 17	August 28
18	August 18	August 31	September 11
19	September 1	September 14	September 25
20	September 15	September 18	October 9
21	September 19	October 12	October 23
22	October 13	October 26	November 6
23	October 27	November 9	November 20
24	November 10	November 23	December 4
25	November 24	December 7	December 18
26	December 8	December 21	January 1

GO TRANSIT

PAY DATES AND PAY PERIODS FOR YEAR 2013

PP#	PAY PERIOD BEGINNING	PAY PERIOD ENDING	PAY DATE
1	December 22	January 4	January 15
2	January 5	January 18	January 29
3	January 19	February 1	February 12
4	February 2	February 15	February 26
5	February 16	March 1	March 12
6	March 2	March 15	March 26
7	March 16	March 29	April 9
8	March 30	April 12	April 23
9	April 13	April 26	May 7
10	April 27	May 10	May 21
11	May 11	May 24	June 4
12	May 25	June 7	June 18
13	June 8	June 21	July 2
14	June 22	July 5	July 16
15	July 6	July 19	July 30
16	July 20	August 2	April 13
17	August 3	August 16	April 27
18	August 17	August 30	September 10
19	August 31	September 13	September 24
20	September 14	September 27	October 8
21	September 28	October 11	October 22
22	October 12	October 25	November 5
23	October 26	November 8	November 19
24	November 9	November 22	December 3
25	November 23	December 6	December 17
26	December 7	December 20	December 31

GO TRANSIT

PAY DATES AND PAY PERIODS FOR YEAR 2014

PP#	PAY PERIOD BEGINNING	PAY PERIOD ENDING	PAY DATE
1	December 21	January 3	January 14
2	January 4	January 17	January 28
3	January 18	January 31	February 11
4	February 1	February 14	February 25
5	February 15	February 28	March 11
6	March 1	March 14	March 25
7	March 15	March 28	April 8
8	March 29	April 11	April 22
9	April 12	April 25	May 6
10	April 26	May 9	May 20
11	May 10	May 23	June 3
12	May 24	Jun 6	June 17
13	June 7	June 20	July 1
14	June 21	July 4	July 15
15	July 5	July 18	July 29
16	July 19	August 1	August 12
17	August 2	August 15	August 26
18	August 16	August 29	September 9
19	August 30	September 2	September 23
20	September 13	September 26	October 7
21	September 27	October 10	October 21
22	October 11	October 24	November 4
23	October 25	November 7	November 18
24	November 8	November 21	December 2
25	November 22	December 5	December 16
26	December 6	December 19	December 30

SCHEDULE "A1"

Chart 1

SCHEDULE "A1" ATU WAGE RATES EFFECTIVE JUNE 7, 2011*

POS CODE	POSITION TITLE	TRAINING RATE	START RATE	MID RATE	FULL RATE
155	HVAC Technician		31.16	32.92	35.47
212	Coach Technician		31.16	32.92	35.47
414	Plant Electrician		30.65	32.41	34.96
213	Body Person		30.65	32.41	34.96
351	Plant Mechanic I		30.74	32.50	35.05
556	Transit Safety Officer	18.47	30.45	32.24	34.76
418	Radio Technician**		29.01	30.60	33.86
416	Electronics Technician		29.01	30.60	33.86
419	I.T. Field Technician**		29.01	30.60	33.86
113	Bus Driver	14.68	24.50	25.94	30.02
362	Track Repairperson		23.19	25.01	29.07
364	Track Repairperson Trainee**		22.78	24.50	29.07
352	Plant Mechanic		23.19	25.01	29.07
215	Serviceperson I		22.68	24.50	28.50
553	Customer Attendant	13.93	23.19	24.86	28.72
363	Track Utility Person		22.77	24.23	27.97
360	Plant Utility Person		22.77	24.23	27.97
554	Dispatcher		23.19	24.65	28.40
214	Serviceperson II		21.27	23.43	27.06
161	Station Attendant II	13.02	21.78	23.19	27.08
160	Station Attendant	13.02	21.78	23.19	27.08
701	Stockhandler		20.84	22.13	26.23
125	General Clerk		20.84	22.13	26.23
353	Plant Serviceperson I		19.60	20.92	24.85
601	Courier		18.46	19.90	23.52
354	Plant Serviceperson II		18.16	19.24	23.15
178	Bus Cleaner		16.99	18.54	20.08

*Burkett Award where applicable PLUS 2% Increase to all classifications

**On their GO Transit Seniority Date (the date they entered the ATU), employee will move to next rate.

**SCHEDULE "A1"
ATU WAGE RATES
EFFECTIVE JUNE 2012**

POS CODE	POSITION	TRAINING RATE	START RATE	MID RATE	FULL RATE
155	HVAC Technician		31.78	33.58	36.18
212	Coach Technician		31.78	33.58	36.18
414	Plant Electrician		31.26	33.06	35.66
213	Body Person		31.26	33.06	35.66
351	Plant Mechanic I		31.35	33.15	35.75
556	Transit Safety Officer	18.84	31.06	32.88	35.46
418	Radio Technician**		29.59	31.21	34.54
416	Electronics Technician		29.59	31.21	34.54
419	I.T. Field Technician**		29.59	31.21	34.54
113	Bus Driver	14.97	24.99	26.46	30.62
362	Track Repairperson		23.65	25.51	29.65
364	Track Repairperson Trainee**		23.24	24.99	29.65
352	Plant Mechanic		23.65	25.51	29.65
215	Serviceperson I		23.13	24.99	29.07
553	Customer Attendant	14.21	23.65	25.36	29.29
363	Track Utility Person		23.23	24.71	28.53
360	Plant Utility Person		23.23	24.71	28.53
554	Dispatcher		23.65	25.14	28.97
214	Serviceperson II		21.70	23.90	27.60
161	Station Attendant II	13.28	22.22	23.65	27.62
160	Station Attendant	13.28	22.22	23.65	27.62
701	Stockhandler		21.26	22.57	26.75
125	General Clerk		21.26	22.57	26.75
353	Plant Serviceperson I		19.99	21.34	25.35
601	Courier		18.83	20.30	23.99
354	Plant Serviceperson II		18.52	19.62	23.61
178	Bus Cleaner		17.33	18.91	20.48

*2% Increase to all classifications

On their GO Transit Seniority Date (the date they entered the ATU), employee will move to next rate.

**SCHEDULE "A1"
ATU WAGE RATES
EFFECTIVE JUNE 2013**

POS CODE	POSITION	TRAINING RATE	START RATE	MID RATE	FULL RATE
155	HVAC Technician		32.51	34.35	37.01
212	Coach Technician		32.51	34.35	37.01
414	Plant Electrician		31.98	33.82	36.48
213	Body Person		31.98	33.82	36.48
351	Plant Mechanic I		32.07	33.91	36.57
556	Transit Safety Officer	19.27	31.77	33.64	36.28
418	Radio Technician**		30.27	31.93	35.33
416	Electronics Technician		30.27	31.93	35.33
419	I.T. Field Technician**		30.27	31.93	35.33
113	Bus Driver	15.31	25.56	27.07	31.32
362	Track Repairperson		24.19	26.10	30.33
364	Track Repairperson Trainee**		23.77	25.56	30.33
352	Plant Mechanic		24.19	26.10	30.33
215	Serviceperson I		23.66	25.56	29.74
553	Customer Attendant	14.54	24.19	25.94	29.96
363	Track Utility Person		23.76	25.28	29.19
360	Plant Utility Person		23.76	25.28	29.19
554	Dispatcher		24.19	25.72	29.64
214	Serviceperson II		22.20	24.45	28.23
161	Station Attendant II	13.59	22.73	24.19	28.26
160	Station Attendant	13.59	22.73	24.19	28.26
701	Stockhandler		21.75	23.09	27.37
125	General Clerk		21.75	23.09	27.37
353	Plant Serviceperson I		20.45	21.83	25.93
601	Courier		19.26	20.77	24.54
354	Plant Serviceperson II		18.95	20.07	24.15
178	Bus Cleaner		17.73	19.34	20.95

*2.3% Increase to all classifications

On their GO Transit Seniority Date (the date they entered the ATU), employee will move to next rate.

SCHEDULE “A2”

SCHEDULE “A2” LIST OF OFPT JOBS			
JOB CODE	JOB TITLE	EVALUATION POINTS	PAY LEVEL
620	Realty Services Officer	420	7
313	Electrical Engineer	413	7
315	Mechanical Engineer	413	7
262	Equipment Engineer	411	7
229	Performance & Compliance Officer	376	7
311	Project Coordinator	373	7
188	Project Coordinator – Environmental Assessment	373	7
652	Applications Development Project Coordinator	373	7
134	Project Coordinator – Railway Corridor	373	7
318	Architectural Design Coordinator	372	7
308	Communications Infrastructure Coordinator	372	7
407	ITS Project Coordinator	369	7
098	ITS Technical Support Specialist	362	7
068	Radio Communications Systems Specialist	362	7
322	Communications Systems Specialist	362	7
634	Network Engineering Specialist	360	7
629	Fare Systems Specialist	358	7
633	Oracle Database Administrator	356	7
628	Applications Project Leader / Analyst	356	7
138	Web Developer / Analyst	356	7
703	Contract Specialist	349	7
062	Procurement Specialist – I.T.	349	7
084	Business Systems Specialist	314	8
917	Clarity Functional Administrator	314	8
064	Bilingual Communications Coordinator	314	8

JOB CODE	JOB TITLE	EVALUATION POINTS	PAY LEVEL
132	Rail Operations Analyst	312	8
660	Contract Tendering Officer	307	8
201	Stock Control Officer	307	8
319	Workspace Design Coordinator	307	8
157	Agency Officer	305	8
615	Leasing Officer	304	8
693	Buyer	303	8
570	Graphics Coordinator	303	8
679	Business Reports Developer / Analyst	303	8
014	Specification Writer	303	8
329	Site Plan & Drawing Coordinator	300	8
910	Construction Scheduler / Estimator	299	8
581	Communications Coordinator	298	8
405	Telecommunications Coordinator	296	8
583	Advertising & Promotions Coordinator	296	8
218	Schedules & Marketing Coordinator	296	8
668	I.T. Change Coordinator	296	8
623	Network Administrator	293	8
415	Telecommunications Technician	291	8
579	Multimedia Coordinator	291	8
609	Graphics & E-Forms Specialist	287	8
603	Corporate Information Coordinator	287	8
627	Systems Analyst	287	8
643	Web Administrator / Analyst	287	8
037	Junior Project Coordinator	270	9
323	Signage Design Coordinator	262	9
661	Marketing Assistant	257	9
625	Network Support Analyst	256	9
662	Financial Analyst	250	9
087	Budget & Contract Administrator	250	9
667	Treasury Officer	250	9
175	Revenue Services Officer	250	9
680	Revenue Systems Control Officer	250	9

JOB CODE	JOB TITLE	EVALUATION POINTS	PAY LEVEL
619	Lease Administrator	245	9
191	Service Delivery Officer	226	10
314	Signage Fabrication Coordinator	223	10
699	Junior Buyer	220	10
158	Customer Service Officer	215	10
659	Accounts Receivable & Ledger Officer	210	10
243	Fleet Analyst	187	11
596	Corporate Document Coordinator	175	11
635	I.T. Office Administrator	175	11
593	Records Information Coordinator	159	11
608	Corporate Services Coordinator	158	11
655	Senior Accounts Payable Clerk	157	11
617	Secretary	156	11
552	Secretary, Safety & Security	156	11
697	Purchasing Coordinator	156	11
307	Program Coordinator	156	11
657	Payroll Clerk	138	12
674	Senior Revenue Accounting Clerk	138	12
052	Media Analyst	134	12
685	Cash Inventory Clerk	126	12
128	Administrative Clerk	114	13
700	Data & Warranty Clerk	114	13
656	Accounts Payable Clerk	112	13
688	Revenue Systems Clerk	112	13
675	Revenue Accounting Clerk	112	13

Chart 1

**SCHEDULE "A2"
 ATU-OFPT WAGE RATES
 EFFECTIVE June 7, 2011**

	JOB RATE						
LEVEL	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	\$36.93	\$38.52	\$40.08	\$41.63	\$43.20	\$44.76	\$46.79
8	\$32.62	\$34.01	\$35.38	\$36.78	\$38.17	\$39.55	\$41.29
9	\$29.72	\$30.99	\$32.22	\$33.50	\$34.74	\$36.02	\$37.63
10	\$27.11	\$28.26	\$29.43	\$30.59	\$31.74	\$32.90	\$34.31
11	\$24.79	\$25.84	\$26.89	\$27.93	\$28.99	\$30.02	\$31.40
12	\$22.76	\$23.72	\$24.70	\$25.65	\$26.63	\$27.60	\$28.84
13	\$21.03	\$21.96	\$22.87	\$23.77	\$24.69	\$25.58	\$26.64

***2% Increase to all pay levels
 On employee's incumbency date (anniversary date in position) employee will
 move to next step.**

Chart 2

**SCHEDULE "A2"
 ATU-OFPT WAGE RATES
 EFFECTIVE June 2012**

	JOB RATE						
LEVEL	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	\$37.67	\$39.29	\$40.88	\$42.46	\$44.06	\$45.66	\$47.73
8	\$33.27	\$34.69	\$36.09	\$37.52	\$38.93	\$40.34	\$42.12
9	\$30.31	\$31.61	\$32.86	\$34.17	\$35.43	\$36.74	\$38.38
10	\$27.65	\$28.83	\$30.02	\$31.20	\$32.37	\$33.56	\$35.00
11	\$25.29	\$26.36	\$27.43	\$28.49	\$29.57	\$30.62	\$32.03
12	\$23.22	\$24.19	\$25.19	\$26.16	\$27.16	\$28.15	\$29.42
13	\$21.45	\$22.40	\$23.33	\$24.25	\$25.18	\$26.09	\$27.17

***2% Increase to all pay levels
 On employee's incumbency date (anniversary date in position) employee will
 move to next step.**

**SCHEDULE "A2"
 ATU-OFPT WAGE RATES
 EFFECTIVE June 2013**

	JOB RATE						
LEVEL	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7	\$38.54	\$40.19	\$41.82	\$43.44	\$45.07	\$46.71	\$48.83
8	\$34.04	\$35.49	\$36.92	\$38.38	\$39.83	\$41.27	\$43.09
9	\$31.01	\$32.34	\$33.62	\$34.96	\$36.24	\$37.59	\$39.26
10	\$28.29	\$29.49	\$30.71	\$31.92	\$33.11	\$34.33	\$35.81
11	\$25.87	\$26.97	\$28.06	\$29.15	\$30.25	\$31.32	\$32.77
12	\$23.75	\$24.75	\$25.77	\$26.76	\$27.78	\$28.80	\$30.10
13	\$21.94	\$22.92	\$23.87	\$24.81	\$25.76	\$26.69	\$27.79

***2.3% Increase to all pay levels**

On employee's incumbency date (anniversary date in position) employee will move to next step.

SCHEDULE "B"

ARTICLE B1.0 - BENEFITS

B1.01 Unless indicated otherwise, the benefits described hereunder shall apply to all full-time employees in the bargaining unit who are represented by Amalgamated Transit Union Local 1587 during the term of this agreement.

The benefits payable shall be in accordance with the terms and conditions of this Agreement and such interpretation and administration shall be as defined in the master insurance plans and shall not be in conflict with any applicable government or insurance regulations. It is recommended that employees utilize the pre-estimate procedure to confirm benefit coverage by the insurance carrier. All Group Insurance Benefits will be outlined in the Employee "Benefit Booklet" issued by the Employer.

No employee will derive a benefit which results in payments which are deemed to be greater than any remuneration or compensation the employee would have otherwise received, had the employee not made such a claim for such benefit to which the Corporation contributes directly or indirectly by premium payments, payments or legislation.

B1.02 Commencement of Coverage

Employees shall be eligible for benefits as outlined in this Schedule B after completion of one-hundred and twenty (120) continuous calendar days of employment unless otherwise specified elsewhere in this agreement.

Employees hired after December 31, 2007, shall be eligible for S.T.S.P. benefits after completion of ninety (90) continuous calendar days of full time employment subject to provisions outlined in Article B6.0.

B1.03 Termination of Coverage

Except as specifically provided elsewhere in the Agreement, all benefits coverage will cease on the earliest of:

- (a) The last day of the month on which his employment with the Employer terminates whether termination is through strike, dismissal, resignation or death;
- (b) The last day of the month on which the employee ceases to be in a Class of employee eligible for coverage;
- (c) The last day of the month on which the employee retires and is not eligible for retiree benefits;
- (d) The last day of the month on which his employment with the employer is terminated due to layoff unless such layoff is less than ten (10) days and the employee returns to work upon recall.

B1.04 Dependents

The benefit coverage, where applicable, will be provided for eligible dependents of employees, unless otherwise stipulated elsewhere in this agreement subject to meeting requirements of eligibility as follows:

- (a) an employee's spouse, who includes a person to whom an individual is legally married or couples who have been living together in a common-law or same sex relationship for a period of not less than one (1) year on the last day of the preceding calendar year if neither party has a legal spouse or three (3) years if either party has a legal spouse.

If an employee is legally obligated to provide medical coverage for a former legal spouse, it is the responsibility of the

employee to provide such coverage outside the group policy program

- (b) (i) "Children" shall include natural children, legally adopted children and children for whom the employee has legal responsibility to maintain medical coverage and is recognized as a dependent child for income tax purposes.
- (ii) Unmarried children of an employee from birth to attainment of age twenty-one (21), provided such children are wholly dependent upon the employee for support and are residing with the employee.
- (iii) If a dependent child is in full-time attendance at a college, university or other recognized accredited institute of learning in Canada or the United States, benefits will continue hereunder until attainment of age twenty-six (26). Residence at such institute is deemed to be residence with the employee.
- (iv) If an unmarried dependent child reaches the age of twenty-one (21) while insured and because of mental or physical infirmity continues to be recognized as a dependent child for income tax purposes, benefits will continue for as long as the employee continues to be insured for dependent benefits.

B1.05 Benefits Covered - Full-time Employees

- (a) All full-time employees will be covered for the following medical and group insurance benefits at no premium cost to the employee:
 - (i) Basic Life Insurance
 - (ii) Dental

(iii) Supplementary Health and Hospital Insurance including vision, hearing, prescription drugs

(iv) O.H.I.P.

(b) The following benefits are also provided by the employer at a premium cost to the employee:

(i) Employee Supplementary Life Insurance (Optional)

(ii) Dependent Life Insurance (Optional)

(iii) Long Term Income Protection (LTIP) (Mandatory)

ARTICLE B2.0 - RETIREMENT

B2.01 Benefits on Retirement

Provided that all full-time employees who retire directly from the Corporation have completed at least two (2) years' continuous service, and are immediately in receipt of a pension benefit from the OPSEU, OPB and/or OMERS Pension Plan, and do not have duplication of coverage through another provider, the following group insurance benefits shall be provided at no cost to the employee, unless otherwise stated in this Collective Agreement:

(a) Life Insurance - \$2,000;

(b) Dental; and

(c) Supplementary Health and Hospital coverage.

(d) Optional Coverage - The retiree may elect to purchase vision care and hearing coverage at a cost of 50% of the applicable monthly premium.

The benefit level of dental, and supplementary health and hospital will be identical to those benefits provided to ATU full-time employees, unless stated otherwise in other Articles of the Collective Agreement.

Life insurance coverage may be provided by another plan without affecting the life insurance benefit of \$2,000.

**B2.02 Retiree Benefits for Employees who are Hired After
April 19, 2001**

Employees who are hired after April 19, 2001, and who are in receipt of pension benefits from OMERS and who retire between the ages of fifty-five (55) and sixty-five (65) and who have a minimum of 10 years service with Metrolinx (GO Transit) may elect to purchase the following retiree benefits at a cost of 45% of the premium:

Retiree and Eligible Dependents

Vision Care (Lenses, frames, contact lenses)
\$350 every 24 month period
Supplementary Health and Hospital Coverage

Hearing Aids
\$1,500 every three (3) years

Life Insurance
\$2,000

Upon attainment of age sixty-five (65), the retiree will be responsible for these benefits at a cost of 100% of the premium. Retiree benefits are limited to those outlined above only.

ARTICLE B3.0 - BASIC LIFE INSURANCE FULL-TIME EMPLOYEES

B3.01 Benefits

The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

Coverage shall be equal to one hundred percent (100%) of annual salary or Ten Thousand Dollars (\$10,000) whichever is greater.

The amount of Basic Life Insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full time basis (i.e. for at least one full day).

Basic Life Insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision.

B3.02 Conversion Option

A conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount of which the employee was insured prior to termination (less the amount of coverage provided by the employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within 31 days of the date of termination of insurance. The employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is \$2,000.

The conversion options shall be:

- (i) any standard life or endowment plans (without disability or double indemnity benefits) issued by the carrier.
- (ii) a one year term insurance plan which is convertible to the standard life or endowment plans referred to (1) above.

B3.03 Days of Grace

There is a thirty-one (31) day of grace period following termination during which the insurance remains in force for Basic Life Insurance coverage.

ARTICLE B4.0 - SUPPLEMENTARY LIFE INSURANCE

B4.01 Employees, at their option, may purchase Supplementary Life Insurance in the amount of one, two or three times annual salary. The employee pays the full premium for this coverage.

B4.02 Waiver of Premium

The employee's Supplementary Life Insurance provides: a waiver of premium on disablement to become effective after nine (9) months continuous disability and/or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or age 65. The premiums paid by the employee for this coverage between the date of disability and the date of premium waiver comes into force shall be refunded to the employee.

B4.03 Change of Coverage

The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of

the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e. for at least one full day). In the event of a reduction in salary, an employee at his/her option may maintain the insurance coverage at the former higher level.

B4.04 Conversion of Coverage

A conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within 31 days of the date of termination of insurance. The employer will advise terminating employees of this conversion privilege.

B4.05 Termination of Coverage

Supplementary Life Insurance will terminate at the end of the calendar month in which the employee ceases to be an employee.

B4.06 Dependent Coverage

Employees, at their option, may purchase life insurance for dependents in the amount of \$10,000.00 on the employee's spouse and/or \$5,000.00 on each dependent child. The employee pays the full premium for this coverage.

An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within 31 days of change in:

- appointment (Supplementary Life)
- marital status (Dependent and Supplementary)

- birth or adoption of employee's child (Dependent Life).

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

B4.07 Grace Period

Coverage of Supplementary employee and/or dependent life insurance coverage will continue to be covered for 31 calendar days following termination of employment.

ARTICLE B5.0 - ONTARIO HEALTH INSURANCE PLAN

- B5.01** The Employer will comply with appropriate legislation in making remittances of Employer Health Tax in order to provide O.H.I.P. coverage to all eligible employees and their eligible dependents. Benefits will be as provided by the O.H.I.P. Plan.

ARTICLE B6.0 - SHORT TERM SICKNESS PLAN (S.T.S.P.)

- B6.01** When a full-time employee has completed at least one-hundred and twenty (120) consecutive calendar days of full-time employment, and provided he/she meets the qualification criteria, he/she shall be entitled to sick leave of absence and annual sick credits.

Full-time employees hired after December 31, 2007, will be required to complete ninety (90) consecutive calendar days of full-time employment.

B6.02 When an employee is unable to attend to his duties due to sickness or injury, he shall be entitled to leave of absence with pay subject to provisions outlined below:

- that the qualifying days exclude vacation and any approved leave of absence without pay;
- that days worked before and after such leave shall be considered consecutive;
- that if an employee is absent from work due to sickness or injury during the qualifying period, then the qualifying days begin again.

B6.03 Effective January 1st of each calendar year, each eligible full-time employee who works thirty-six and one quarter (36.25) hours per week shall receive a total of nine-hundred and forty-two and a half (942.5) hours of sick leave credits. The first sick leave credits of six (6) days or forty-three and one-half (43.5) hours will be covered at one-hundred per cent (100%) and eight-hundred and ninety-nine (899) hours or one-hundred and twenty-four (124) days will be covered at eighty percent (80%) of the employee's regular rate of pay, subject to provisions outlined below.

Effective January 1st of each calendar year, each eligible full-time employee who works forty (40) hours per week will receive a total of one thousand and forty (1,040) hours of sick leave credits. The first sick leave credits of six (6) days or forty-eight (48) hours will be covered at one hundred percent (100%) and nine hundred and ninety-two (992) hours or one hundred and twenty-four (124) days

at eighty percent (80%) of employee's regular rate of pay, subject to provisions outlined below.

An employee who has used benefits under S.T.S.P. to the maximum of 1040 hours or 942.5 hours in a calendar year must complete twenty (20) consecutive working days before he is entitled to further leave in the next calendar year.

When an employee is on a sick leave of absence which commences in one calendar year and continues into the following calendar year, he is not entitled to benefits under S.T.S.P. for more than a period in excess of 1040 hours or 942.5 hours in a period of two (2) years until he has returned to work for twenty (20) consecutive working days.

B6.04 When a part-time employee becomes full-time, he shall be eligible for S.T.S.P. sick credits provided he has completed at least one-hundred and twenty (120) consecutive calendar days of full-time employment.

Part-time employees hired after December 31, 2007, will be required to complete ninety (90) consecutive calendar days of full-time employment.

B6.05 An employee who is laid off in excess of ten (10) days and whose employment is reinstated during the same calendar year, shall be entitled to the balance of unused S.T.S.P. and sick credit entitlement for that year. The maximum allowable S.T.S.P. benefits shall not be exceeded in any calendar year.

B6.06 Medical Certificates

- (i) When a Supervisor requires verification, the Supervisor may request an employee to provide a medical certificate from a qualified Ontario medical practitioner for absences of five (5) days or less. Such requests will not be made in a discriminatory manner, and provided that such medical certificate satisfies the criteria set out in Article B6.06, \$10.00 will be paid by the employer. There will be no payment for a medical certificate that does not meet the requirements outlined in this article (iii), nor will there be duplication of payment for the same period of illness.

- (ii) The Supervisor must make this request during the absence and prior to the employee's return. If the employee does not abide by this request to produce the medical certificate, then the employee will not receive sick pay benefits for the absence, but will be allowed to return to work providing there are no further extenuating circumstances.

- (iii) The medical certification must, as outlined below, state the following information:
 - (a) date the employee was first seen by physician and confirmation that the employee is under doctor's care;

 - (b) prognosis of return to work date and confirmation that the employee cannot work;

 - (c) for return to work, that the employee is now medically fit to resume his/her full duties.

Under the requirements of this Article, GO Transit will not accept certificates that:

- (a) are photocopies;
 - (b) do not indicate first treatment date or expected return to work date;
 - (c) are not verified by a legally qualified and licensed medical practitioner of Ontario.
- (iv) If the employee was treated by a medical practitioner outside the Province, verification of such medical certificate of sickness or accident must be obtained from a legally licensed Ontario medical practitioner.
- (v) When an employee is absent for a period of more than five (5) consecutive work days, he/she shall provide his/her Supervisor with a satisfactory medical certificate. Failing this requirement, he/she will not receive sick pay benefits and will not be allowed to return to work. This protects both the individual from harm and GO Transit from any liability due to further complications of the sickness or injury.
- (vi) Part-time employees are not eligible for sick pay benefits, irrespective, this medical certificate criteria still applies. This procedure does not prevent the Employer from taking progressive action to correct such situations as may be necessary.

The employer may require that the employee submit to a medical examination at the expense of the employer, where for reasons of health, an employee is frequently absent or unable to perform his duties.

Payment of benefit is subject to the employee reporting such sickness and following all the correct procedures. Failure to do so, may jeopardize such payments.

ARTICLE B7.0 - LONG TERM INCOME PROTECTION (L.T.I.P.)

B7.01 The employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection plan.

All employees who are in receipt of Long Term Income Protection will be eligible for the following:

When the employee has exhausted benefit coverage under the Short Term Sickness Plan (S.T.S.P.) and does not qualify for re-assignment to modified duties as stipulated in Article 8.8, and satisfies the qualification period and conditions under this benefit, he shall be eligible to receive seventy-five percent (75%) of his gross salary at the date of disability including any retroactive salary adjustment to which the employee is entitled, reduced by the total of other disability or retirement benefits payable under any plan toward which the employer makes a contribution except for Workplace Safety and Insurance Board (W.S.I.B.) benefits paid for an unrelated disability, and such benefits are payable until the employee recovers, dies, or reaches sixty-five (65) years of age.

B7.02 Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee becomes totally continuously disabled.

B7.03 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of his normal occupation, or the modified occupation, if the employee has been re-assigned to modified duties as outlined in the provisions under Article 8.8, during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter any balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by education, training or experience.

Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be employed. If the employee is totally disabled on the date his insurance terminates, he shall continue to be insured for that disability. If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, it will not be necessary to satisfy the six (6) month qualification period again.

If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. Rehabilitative Employment” means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee’s training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative earnings. The benefit will continue during the rehabilitative employment up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed 100% of his earnings as at the date of commencement of total disability.

ARTICLE B8.0 - BENEFIT COVERAGE CONTINUATION

B8.01 The Employer will continue to make pension contributions including Employer Health Tax (O.H.I.P.) and premium payments for Supplementary Health and Hospital including hearing, vision and dental benefits on behalf of the employee, at no cost to the employee, while the employee receives, or is qualified to receive L.T.I.P. benefits under the plan.

Premiums for Supplementary life coverage are waived while the employee is receiving L.T.I.P. benefits from the date of disability. The employee must continue to pay premiums for dependent life if coverage is to be maintained.

If required, a record of employment will be granted to the employee in order to claim Employment Insurance Commission sickness and disability benefits. This document will not be considered as termination of employment.

ARTICLE B9.0 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

B9.01 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

B9.02 Prescription Drug Program

The Supplementary Health and Hospital Plan will cover a Prescription Drug Program providing ninety (90%) percent coverage of all eligible prescriptions and eight dollars and fifty cents

(\$8.50) for dispensing fees for each prescription. Eligible prescriptions shall include any drug or medicine which is dispensed by a licensed pharmacist and which by law or convention requires the written prescription of a physician or dentist.

A Pay-Direct Prescription Drug Card will be issued to all eligible employees to be utilized at pharmacies who honour this card system. The employee or eligible dependent will be required to pay ten (10%) percent for each prescription, and any dispensing fee exceeding eight dollars and fifty cents (\$8.50).

Eligible prescribed diabetic supplies including glucose strips, lancets and sterile needles will be covered at one hundred (100%) percent and will be accepted under the drug card program.

In instances where the Prescription Drug Card system cannot be utilized, the claim may be submitted to the insurance carrier on the prescribed form for reimbursement of ninety (90%) percent of the total cost, including the limit on the dispensing fee of eight dollars and fifty cents (\$8.50).

Co-ordination of benefits will apply to both the Prescription Drug Card and the reimbursement system.

Eligibility

Notwithstanding definition of eligible dependent and spouse in Article B1.04 of this Collective Agreement, the following information must be provided to the Employer on an eligibility registration form, signed by the employee, three (3) months prior to the implementation date of this program, and when requested thereafter:

(a) the employee's name, date of birth, sex, address;

- (b) each dependent's name, date of birth, sex, address and relationship to the employee;
- (c) where the spouse is common-law or same sex and previous registration has not occurred, the employee must provide proof of co-habitation by providing a letter from a lawyer, medical practitioner, or bank manager, confirming knowledge of co-habitation as husband and wife for at least a period of twelve (12) continuous months;
- (d) where a new dependent is added, the name, date of birth, address and relationship to the employee must be registered with the Human Resources department immediately.

The above information is required for insurance coverage purposes. Where information is necessary regarding a specific claim, the employee shall provide this information in a timely manner.

B9.03 I. Hospital & Nursing Care

The plan covers one-hundred percent (100%) of the cost of the following services:

- (a) Charges for accommodation for employees, and their eligible dependents, in a licensed chronic or convalescent hospital up to \$50.00 per day and limited to 140 days per calendar year for semi-private or private accommodation;
- (b) Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- (c) Charges for private duty nursing in the employee's home, by a registered nurse who is not ordinarily a resident in the employee's home, and who is not related to either the employee or his dependents, provided such service was

recommended and approved by a licensed physician, or surgeon limited to a life time maximum per employee/dependent(s) of twenty-five (\$25,000) thousand dollars.

- (d) Effective February 1, 2008, this plan covers up to one hundred dollars (\$100) per day towards the cost of semi-private or private hospital room coverage.

II. Other Services and Medical Appliances

- (a) Charges for Paramedical covered expenses including out-of-hospital services of a legally licensed chiropractor, osteopath, naturopath, podiatrist, physiotherapist, masseur and Psychologist/Psychotherapy not subsidized by O.H.I.P.(if licensed and practising within the scope of their licence), to a maximum of \$450 per each eligible service every calendar year;
- (b) Charges for speech therapy not covered by OHIP (if licensed and practising within the scope of their licence), to a maximum of \$500.00 every calendar year;
- (c) Charges for surgery by a podiatrist performed in a podiatrist's office, to a maximum of one hundred dollars (\$100.00);
- (d) Artificial limbs and eyes, crutches, splints, casts, trusses and braces;
- (e) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost;

- (f) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (g) Oxygen and its administration;
- (h) Blood transfusions outside hospital;
- (i) Dental services and supplies, provided by a dental surgeon within a period of eighteen (18) months following an accident, for the treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fracture or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (j) Hearing aids and eye glasses, if required as a result of accidental injury;
- (k) Charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided outside of the Province of Ontario, exceed ninety percent (90%) of the Ontario Medical Association fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under that schedule. It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his/her dependent is confined to hospital on the date his/her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of, the date the total disability ceases, the date his/her dependent is discharged from hospital, or the expiration of six months from the date of termination of insurance;

- (l) Charges for orthotic appliances including orthotics for shoes and orthopaedic shoes which are specifically designed and constructed for the employee or dependent, and prescribed by a chiropractor, chiropodist, podiatrist or physician to a maximum each of one (1) pair every calendar year. For children under the age of 16, three (3) orthotic appliances every calendar year;

- (m) Charges for wigs for cancer patients to a maximum of four-hundred dollars (\$400.00) every twenty-four (24) months.

B9.04 Visioncare / Hearing Aid Benefit

The Employer shall pay one-hundred percent (100%) of premiums in respect of visioncare/hearing aid benefit representing applicable covered expenses in any consecutive twenty-four (24) month period.

The following supplies shall be considered covered expenses only if the employee has filed written application with the Employer to be insured for this benefit.

For purposes of this section, covered expenses means, where permitted by law, reasonable and customary charges necessarily incurred for:

1. Spectacle lenses and frames or contact lenses prescribed by an ophthalmologist or optometrist (including fitting or repairs).

2. Eye examinations will be covered for all eligible employees and their dependents. Eye examinations must be performed by a legally licensed optometrist, ophthalmologist or surgeon. May be applied toward laser eye surgery. The employee must provide the required proof of payment and submit the claim to the insurance carrier for reimbursement. No duplication of this

payment will be permitted. Therefore, this benefit will not be paid if eye examinations are covered under a provincial health plan or any private health plan.

3. Benefits for Visioncare shall not exceed \$475.00 per person in any consecutive twenty-four (24) month period. Each person covered may have more than one (1) claim provided the dollar amount is not exceeded in the same consecutive twenty-four (24) month period.
4. Purchase and/or repairs of hearing aids (excluding batteries), prescribed by a physician certified as an otolaryngologist or a qualified audiologist. Benefits for such expenses shall not exceed:

One thousand and one hundred dollars (\$1,500.00) per person every three (3) years for an employee and eligible dependents. Each person covered may have more than one (1) claim provided the dollar amount is not exceeded in the same consecutive three (3) year period.

ARTICLE B10.0 - WORKPLACE SAFETY AND INSURANCE

B10.01 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workplace Safety and Insurance Act* and is supported by an acceptable medical certificate (Article B6), then the Employee's wage shall continue to be paid by the Employer for a period not exceeding three (3) consecutive months, or a total of sixty-five (65) working days where such absences are intermittent. Any absence in respect of such substantiated injury or industrial disease shall not be charged against his vacation credits.

Should an award not be made by the Workplace Safety and Insurance Board, then any payments made under the foregoing

provisions will be the amount owing by the employee to the Employer and immediate arrangements will be made to recover such amounts owing.

- B10.02** (a) When an employee's claim under the *Workplace Safety and Insurance Act* is contested by the Employer and the absence is supported by an acceptable medical certificate (Article B6), then such payments will be made in accordance with provisions outlined in Article B6 (STSP) until it is determined if the claim is allowed or if the Employee qualifies for S.T.S.P. benefits.

When such determination is made then immediate arrangements will be made to make all necessary adjustments.

- (b) When an employee makes a claim under this Article which is not supported by an acceptable medical certificate, or by the Employer, then no direct payments will be made under Article B6 (STSP) until the Workplace Safety and Insurance Board makes its determination.

- B10.03** Where an employee receives an award under the *Workplace Safety and Insurance Act*, the employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health & Hospital for the period during which the employee is receiving the award, provided the employee is otherwise eligible hereunder to have such premiums paid on his behalf.

Such payment of benefits under this section are subject to the employee reporting such occupational injuries or sickness and following all the correct procedures. Failure to do so, may jeopardize such payments.

ARTICLE B11.0 - DENTAL PLAN

B11.01 Employees are eligible for coverage on the first day of the month following the month in which the employee has completed one hundred and twenty (120) consecutive calendar days of employment.

Benefits payable shall be in accordance with applicable terms, conditions, and administration defined in the Master Group Insurance Policy. Each procedure may be limited to frequency and/or maximum benefit payment. It is recommended that employees utilize the pre-estimate procedure to confirm benefit coverage.

The dental plan includes preventative, restorative orthodontic and adjunctive services, as listed below and,

The employer shall pay the full premiums under this plan on the basis of 85% of the cost of routine dental care services, 50% of denture services for employees and their dependents to a lifetime maximum of \$2,000 per person, 50% of orthodontic services for children [as identified in B1.04(b)] to a lifetime maximum of \$2,500 per child and 50% of eligible Major Restorative Treatment up to \$1,500 maximum per calendar year for the insured employee and each eligible dependent.

Major Restorative services will be covered as outlined in the collective agreement and Master Group Insurance Policy.

All eligible major restorative services will be covered based on the 2005 Ontario Dental Association Schedule of Fees.

Effective February 1, 2008, all eligible major restorative services will be covered based on the previous year's ODA Schedule of Fees.

Basic routine services will be covered based on the current ODA Schedule of Fees.

ARTICLE B12.0 - BENEFITS FOR INCLUDED PART-TIME EMPLOYEES

B12.01 Employees whose status is regular part-time and who have completed sixty (60) calendar days of employment who do not normally work a full forty (40) hour regular work week, shall be eligible to subscribe for the following benefits and the Employer shall pay fifty-five percent (55%) of the monthly premium for such employee elected benefits. The employee may elect to subscribe to any one or combination of the plans hereinafter listed on a one-time basis only. The employee may opt out of his election at any time.

In order to participate in the benefit and have the Employer's contribution made on his behalf, the employee shall pay forty-five percent (45%) of the monthly premium except for Item 2 and Item 6 (listed below) which will be at one hundred percent (100%) cost to the employee.

The following benefits will be provided:

1. Basic Life Insurance (\$10,000.00)
2. Supplementary Life Insurance (at 1, 2 or 3 times\$10,000.00)
3. O.H.I.P.
4. Supplementary Health and Hospital Insurance (to include vision and hearing)
5. Dental Plan
6. Dependent Life insurance (\$10,000 for spouse, \$5,000/child)

Change to the option or benefit will only be allowed if the employee's family status changes (with proof). Selection or cancellation of all or partial benefits may be elected within 60 days of signing date of the collective agreement. Thereafter, as outlined above.

ARTICLE B13.0 - SEVERANCE PAYMENTS

B13.01 Entitlement on Layoff

When an employee is placed on permanent layoff, he/she will receive severance at the rate of one (1) week's pay for each full year of service (combined years of service with TATOA and GT Transit will determine severance). Such pay will be based on the employee's current hourly rate and normal regular scheduled work week.

No employee shall be eligible to receive more than twenty-six (26) weeks' pay based on the above calculation.

Employees who volunteer to accept layoff in order to save another employee's position, will be eligible for this benefit.

Employees who volunteer must be employed in the same classification as the classification affected by the layoff.

No more than the required number of layoffs shall be achieved by volunteers.

This benefit is inclusive of provisions under the *Employment Standards Act, 2000*.

This benefit will not accumulate during the recall period provided the benefit exceeds the minimum standard of the *Employment Standards Act, 2000*.

B13.02 Entitlement on Death

When a full-time employee who has served ninety (90) days or more of continuous service dies, there shall be paid to his personal estate the sum of:

- (i) Five (5) weeks' regular pay.
- (ii) Any entitlement to vacation pay as at the date of death.

ARTICLE B14.0 - MATERNITY LEAVE

B14.01 A leave-of-absence without pay shall be granted for the purpose of childbirth to a female employee who has served more than thirteen (13) weeks of continuous service in full-time or part-time employment with the Corporation.

Credits will continue to accumulate for the purpose of vacation, severance, and sick benefits during this approved leave-of-absence.

The maternity leave-of-absence shall be granted for a period of up to seventeen (17) weeks.

Maternity leave consists of:

- (i) **Before Delivery:** not more than seventeen (17) weeks immediately before the estimated date of delivery as determined by a legally qualified medical practitioner; and
- (ii) **After Delivery:** not less than six (6) weeks after the delivery, unless the employee gives one week's notice of her intention to return to work and provides a medical certificate from a legally qualified medical practitioner indicating that she is able to resume work.

Application for this leave must be made in writing at least two (2) weeks prior to the effective date of the leave. A physician's statement confirming pregnancy and the expected date of delivery must accompany such written request.

B14.02 Benefit Period

A maximum of fifteen (15) weeks' benefit may be payable during this period under the Unemployment Insurance maternity leave provision.

Full-time employees eligible for maternity leave who are receiving Unemployment Insurance maternity benefits and who have at least one (1) year of full-time service may also be eligible to receive a maternity SUB allowance during the fifteen (15) week period.

B14.03 Leave of Absence to Extend Maternity Leave (Parental Leave applicable to Mothers taking Maternity Leave)

Effective on or after December 31, 2000 an employee who requires leave beyond seventeen (17) weeks granted, may have an additional leave of up to thirty five (35) weeks without pay and without maternity SUB benefit allowance, providing the employee submits a written request at least two (2) weeks prior to the date her maternity leave expires.

Note: This extension must follow immediately after the employee's maternity leave.

B14.04 Anniversary Date/Continuous Service

Continuous service for the purpose of vacation credit accrual, severance (where applicable), and pension credits will continue to accrue. However, pension credits will be adjusted if the employee fails to meet the contribution requirements.

B14.05 Affect on Probationary Status

When an employee is on maternity leave during a probationary period, this period will be retarded by an equal number of days.

Upon return to work the probationary period will be adjusted accordingly.

All conditions applicable to probationary status will apply to the employee until the probationary period has been satisfied.

B14.06 Group Insurance Benefit Coverage

All group insurance benefits will continue during the parental leave period.

The Corporation will maintain premium payments except for coverage which would normally be paid by the employee during the period when the employee is actively at work. The employee must provide post-dated cheques to Human Resources Department immediately prior to commencement of the parental leave. Human Resources will advise the employee of the appropriate amounts owing. Should the employee not provide appropriate payment for continued coverage, the benefit for which payment is owing may be cancelled by the Corporation after notification to the employee.

B14.07 Supplementary Unemployment Benefit Plan

An employee who has completed at least twelve (12) months of full-time continuous service and who is entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

Upon receipt by the employer of proof that the employee is in receipt of benefits under the Employment Insurance Act, the employee shall receive from the Employer Supplementary Unemployment Benefits as outlined below:

- (i) up to a maximum of fifteen (15) weeks' payments equivalent to the difference between the sum of the weekly Unemployment Insurance benefits the employee is in receipt of, and any other earnings received by the employee, and ninety-two percent (92%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave; and,
- (ii) the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to commencement of maternity leave; and
- (iii) the percentage of ninety-two percent (92%) referred to above is the difference between the actual weekly rate of pay and the percentage of required employee contribution to the OMERS Pension Plan, which may be adjusted in accordance with OMERS Pension Plan provisions.

An employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance. Normal employee deductions will be made from employee's supplementary benefit payment for C.P.P., income tax, dependent life and supplementary life coverage including any other "normal" deductions.

An employee has no right to SUB payments except for supplementation of Unemployment Insurance benefits for the unemployment period as specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

B14.08 An employee who returns from maternity leave shall be reinstated to her former position, if available, or given a comparable position within 20 km. of her former work location or as otherwise mutually agreed, at not less than her wage rate when she commenced her leave of absence.

When persons are hired to replace employees who are on approved maternity leave, the release or discharge of such person(s) shall not be subject of a grievance or arbitration.

ARTICLE B15.0 - PARENTAL LEAVE

B15.01 Eligibility

Only employees who have completed thirteen (13) weeks of continuous service are eligible for parental leave.

This benefit applies to all regular full-time and part-time employees, subject to provisions outlined below.

B15.02 Parental leave without pay is granted to eligible employees for the purpose of:

- (a) Adoption of a child
- (b) are or nurturing of natural or adopted child.

Accumulation of credits for the purpose of pension, vacation, severance, and sick benefits will continue to accrue during this approved leave-of-absence.

B15.03 Care or Nurturing - Natural Father

Effective on or after December 31, 2000 the natural father of a newborn child may be granted parental leave of absence for a period of up to thirty-seven (37) weeks, provided application is made in writing at least two (2) weeks prior to the leave and commencement of such leave is prior to the child reaching fifty-two (52) weeks of age.

Such leave may coincide with that of the natural mother during the period of maternity leave, or may be taken after the expiration of maternity leave provided the fifty-two (52) weeks provision is satisfied.

B15.04 Adoption of a Child

Parental leave will be granted to any employee who has adopted a child and who meets the eligibility criteria outlined in this section. Effective on or after December 31, 2000 either or both adoptive parents may be granted a leave of absence for a period not exceeding thirty-seven (37) continuous weeks. Application for such leave must be requested at least two (2) weeks prior to the child reaching fifty-two (52) weeks of age. Should the child be older than fifty-two (52) weeks of age when adopted, application for parental leave must be made not more than fifty-two (52) weeks after the child has come into the care of the adoptive parents.

B15.05 Effect on Anniversary Date/Probationary Status

When an employee is on parental leave during a probationary period, this period will be retarded by an equal number of days. Upon return to work both the anniversary date and the probationary period will be adjusted accordingly.

B15.06 Anniversary Date/Continuous Service

Parental leave in excess of thirty (30) consecutive calendar days defers an employee's anniversary date for wage progression increment and performance review purposes by the total period of absence.

Continuous service for the purpose of vacation credit accrual and severance (where applicable), and pension credits will continue to accrue. However, pension credits will be adjusted if the employee fails to meet the contribution requirements.

B15.07 Group Insurance Benefit Coverage

All group insurance benefits will continue during the parental leave period.

The Corporation will maintain premium payments except for coverage which would normally be paid by the employee during the period when the employee is actively at work. The employee must provide post-dated cheques to Human Resources Department immediately prior to commencement of the parental leave. Human Resources will advise the employee of the appropriate amounts owing. Should the employee not provide appropriate payment for continued coverage, the benefit for which payment is owing may be cancelled by the Corporation after notification to the employee.

B15.08 Every attempt will be made to reinstate the employee to his/her former position if it still exists. Upon reinstatement to the former position, the employee will be paid at the step in the salary range attained at commencement of parental leave.

Should the former position not exist, the employee will be placed in a comparable position at the same step in the salary range applicable to the former position.

B15.09 Early Return from Leave

The employee must give the employer a minimum of four (4) weeks written notice if he/she wishes to return early from his/her leave.

B15.10 When persons are hired to replace employees who are on approved parental leave, the release or discharge of such persons shall not be the subject of a grievance or arbitration.

ARTICLE B16.0 - EMPLOYMENT INSURANCE REBATE

B16.01 It is agreed that the amount of Employment Insurance Commission rebate monies that are due to each individual employee for the current calendar year, will be paid out to each employee.

ARTICLE B17.0 - EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program is coordinated by a Joint Union/Management Advisory Committee and is administered through the Human Resources Office. The Corporation agrees to pay the cost of this program, limited to the cost of the assigned consultant or Company hired to act on behalf of the Employer.

In conjunction with the Employee Assistance Program, the Employer agrees to grant a reasonable amount of time off from his regularly scheduled work, without loss of pay to members of the in-house volunteer group who are named to assist in the Joint Union/Management Advisory Committee as required.

ARTICLE B18.0 - ADDICTION

All employees with drinking or addiction problems will receive the same consideration under the Corporation's medical and benefit programs as do employees with other illnesses, provided that the affected employee cooperates fully in participating in the recognized treatments and attempts any rehabilitation which may be recommended.

Any employee of the Corporation, whose unsatisfactory performance of their duties may be attributed to the repeated misuse of alcohol or other substances will then have their performance record brought to the attention of the parties for review of the situation.

On occasion an employee will be asked to attend a treatment centre to resolve an addiction problem. If such employee agrees, attends and successfully completes the course of treatment at a treatment centre recommended by the Corporation physician and if the employee returns to work and continues to follow the course of treatment, the Corporation agrees to pay to the treatment centre an amount up to a maximum of one thousand dollars (\$1,000.00) for properly documented treatment costs which would otherwise be billed to the employee and are not covered by any medical plan or coverages as contained in the agreement.

This benefit will be limited to an employee only once during their entire employment with the Corporation.

Whether the referral to a medical practitioner is voluntary or mandatory, the case will be handled confidentially as in any other kind of illness.

In the case of a mandatory referral, where performance of duty has been impaired by continued or repeated misuse of alcohol or other substances, acceptance by the employee of the diagnosis, and

adherence to the prescribed treatment program will be considered a condition of continued employment with the Corporation.

Any employee who lays themselves open to discipline for some serious misconduct or violation of rules while under the influence of alcohol or substances, may well be suspended or terminated depending on the merits of the offence, irrespective of this letter.

SCHEDULE "C"

WORKING PROCEDURES FOR BUS DRIVERS ONLY

The current Collective Agreement will apply to bus drivers save and except for the following amendments and clarifications. Where similar provisions are outlined in the current schedule, such provisions will supersede those outlined in the main body of the Collective Agreement.

Definitions

The following definitions shall be applicable to these working procedures:

"First report" is the time at which a driver is first scheduled to report for duty on a shift.

"Last finish" is the time at which a driver is scheduled to finish duty on a shift.

"Layover" is time during a shift during which a driver is not required to operate a vehicle or perform other assigned duties and may, at his option, leave the Employer's premises.

"Travel Time" is time during a shift in which a driver is assigned to ride as a passenger in a vehicle suitable for passenger transportation.

"Covering time" is time while on duty during which a driver is not assigned to specific work but must remain at an assigned location to be available for work which may be assigned.

"Scheduled shift" shall include all time between a driver's scheduled first report and scheduled last finish, and may include time on layover (but not overnight layover) and/or off-duty.

A "value hour" is a measure of time for the purpose of calculating pay and calculating overtime if applicable. A driver accumulates value hours at the rate of one-sixtieth (1/60) of an hour for each one (1) minute worked at full rate or greater than full rate; accumulates value hours at the rate of one-

sixtieth ($1/60$) of an hour for each one and one-third ($1\ 1/3$) minutes worked at three-quarters rate; and accumulates value hours at the rate of one-sixtieth ($1/60$) of an hour for each two (2) minutes worked at half rate, with any part one-sixtieth ($1/60$) of a value hour accumulated over an entire shift rounded up to the next whole one-sixtieth ($1/60$).

The “scheduled value” of a shift is the number of value hours which would be accumulated by a driver for completing the work during a shift as scheduled.

An “overnight layover” is a layover between the last finish of one scheduled shift and the first report of the next scheduled shift, where that layover occurs away from the reporting location for the first scheduled shift and away from the driver’s home base.

“Assigned work” is the work, including layovers and off-duty by time, most recently assigned to all drivers by an authorized representative of the Employer in accordance with these regulations.

“Reporting location” is the place at which a driver is assigned to report for the first report of a shift.

“Half-rate” means that a driver accumulates value hours at a rate of one-sixtieth ($1/60$) of an hour for each two (2) minutes worked.

“Three-quarters Rate” means that a driver accumulates value hours at a rate of one-sixtieth ($1/60$) of an hour for each one and one-third ($1\ 1/3$) minutes worked.

“Full-rate” means that a driver accumulates value hours at a rate of one-sixtieth ($1/60$) of an hour for each minute worked.

“Spare driver” is a driver not scheduled for predetermined work but who is otherwise scheduled to work in accordance with these regulations.

“Duty Value” is the value hours accumulated in accordance with these regulations for completing a scheduled shift or an alternate assigned day’s work.

“Crew Value” is the value hours accumulated in accordance with these regulations associated with a scheduled week’s work.

“A.M. Standby” is a standby which is 10:00 hours or earlier.

“P.M. Standby” is a standby which is 10:01 hours or later.

ARTICLE 19 - SHIFT SCHEDULES

19.1 Each bus driver position shall have an assigned home base, which also represents the driver’s normal reporting location. This home base shall be permanently attached to a bus driver position, so long as there is sufficient work remaining at that home base. No shift schedules or days off are permanently attached to a bus driver position.

An employee who applies for and is awarded a permanent bus driver position with a particular home base must immediately submit a new standing application for a further relocation.

19.2 Shift schedules for purposes of driver crew selection shall be posted at and for each home base group not less than eighteen (18) days in advance of taking effect, and Planning will provide a copy of these schedules to the designated Union official a minimum of ten (10) days prior to such posting, except when this is beyond the reasonable control of the Employer. Shift schedules for purposes of driver crew selection will be re-posted at the discretion of the Employer; including whenever, in the opinion of the Employer, there is a significant change in assigned work at a home base, but at least once every eighteen (18) weeks and not more than seven (7) times per year. Changes to posted shift schedules may be made without penalty due to errors or omissions of a clerical nature provided that notification is given to the Union, or as otherwise provided in these regulations or the Collective Agreement. Errors or omissions of a non-clerical nature shall be mutually corrected.

The crew roster for each Board Period shall include a total of six (6) full-time signed standby crews. There shall be at least one (1) A.M. signed standby with Saturday/Sunday off-days at each of the five primary home base locations. There will be a minimum of three (3) P.M. signed standby, one in each region (i.e. West, Central, East) with Saturday/Sunday off days.

Shift schedules with the exception of vacation board selection shall have the same off days for each pay week of the board period.

Shift schedules may be comprised of known work and standby duties. When standby duties are attached to the end of a shift, a driver who has been on duty for six and a half (6.5) hours from first report, must contact an appropriate supervisor and will either be detailed a specific piece of work which can be completed within the applicable spread limit or will be released for the day.

- 19.3** Each time that shift schedules are re-posted for a home base, the drivers assigned to that home base are entitled to select a crew in order of classification seniority. Drivers who do not select a crew in a timely fashion will either have a crew selected for them by a Union representative or failing such selection in a timely manner, be by-passed and subsequently assigned any remaining crews or available work. A crew roster indicating the results of the crew selection and assignment process normally will be posted at least seventy-two (72) hours prior to the re-posted shift schedules taking effect.

Union and Employer representatives will cooperate in the administration of the crew, holiday and vacation selection procedures. Should an inadvertent error or omission occur during such sign-ups, the situation will be resolved in a reasonable manner through application of those previously-agreed procedures, and thus eliminate the need for the grievance procedure. (For procedures, refer to the Bus Driver Crew Selection Procedure.)

A driver who has been or is highly likely to be absent from work for at least thirty (30) consecutive calendar days due to extended

illness or disability, and who has not, at least two weeks prior to the scheduled commencement of a crew sign-up, submitted a medical certificate indicating a specific expected return to full driving duties date not later than half way through the expected length of the board period, will not be permitted to select a crew, unless otherwise agreed between the Union and the Employer.

Drivers who choose to perform acting supervisory duties shall not sign up for Board Periods and no acting supervisory duties shall extend for more than two (2) Board Periods in a twelve (12) month timeframe. Only full-time drivers shall accept Board Period acting supervisory duties. Acting supervisors may not be used to reduce the full-time supervisor complement. Acting supervisors will not be used for supervisory vacation relief during the July/August Board Period. Drivers who have signed up for a Board Period may however accept acting supervisory duties of up to five (5) consecutive days, provided that such assignments will not exceed a total of ten (10) days in any Board Period. For each home base no more than two (2) drivers may accept such an assignment during a board period. The selection process for such assignments shall be conducted in consultation with the Union.

19.4 If a position vacancy should occur at any home base, then the work of the vacated crew shall be performed until such time as the next re-posted shift schedules take effect by the temporary assignment of another driver in the bargaining unit or by an employee who is appointed to fill the permanent vacancy in accordance with Article 8.

19.5 No weekday scheduled shift may be scheduled to extend for longer than twelve (12) hours and thirty-five (35) minutes. In satellite locations, however, opportunities to improve full-time work may result in a mutual agreement to modify these parameters.

Saturday/Sunday/Holiday scheduled shifts may not be scheduled to extend for longer than twelve (12) hours.

Charters will also have a maximum spread of twelve (12) hours and thirty (30) minutes and will be paid by waybill.

The above time frames may only be extended when both parties mutually agree.

19.6 No driver may be required to commence a first report until ten (10) hours have elapsed since the last finish of his preceding shift, provided that this length of time shall be reduced to nine (9) hours:

- (a) during the annual change from standard time to daylight saving time;
- (b) during a driver's change from one crew to another crew;
- (c) following a shift schedule involving alternate work relative to holiday schedules; and
- (d) when Articles 19.9 and 19.10 apply.

19.7 Shift schedules may be modified by the Employer to react to circumstances which were not foreseen when the shift schedules were posted, provided that:

- (a) the two (2) consecutive scheduled days off are not altered without the consent of the Union;
- (b) for any scheduled shift, the first report is not moved more than thirty (30) minutes earlier and the last finish is not moved more than thirty (30) minutes later and the total spread length is not increased by more than thirty (30) minutes, without the consent of the Union, provided that the Union will first be consulted to explain the circumstances and explore any alternative mutually agreeable modifications;
- (c) the "signed" driver is guaranteed to receive the crew value for the originally selected crew, or the crew value for the modified

work, whichever is greater provided he performs the work assigned; and

- (d) the "signed" driver shall be paid time and one-half for value hours accumulated prior to the previously scheduled first report and/or after the previously scheduled last finish.

19.8 It is recognized that it is often necessary to adjust operating schedules with little or no notice due to unpredictable load factors, weather or traffic conditions, breakdowns, delays to connecting trains or buses, or other factors. When such circumstances occur, the Employer may change the work assigned within the scheduled shift without notice, and no premium payment is required for any change of the work assigned, timing of layovers, etc., within the scheduled shift, provided that the driver is guaranteed to receive the scheduled value of the original scheduled shift, or the scheduled value of the modified shift, whichever is greater.

In the case where some scheduled shifts may be shown with alternate finishing times and alternate duty values, the driver must check with the appropriate supervisor to confirm the applicable finishing time when reporting for duty.

19.9 Certain drivers may, in accordance with the crew selection process contained herein, be required to perform work which includes vacation swing or a combination of vacation swing/spare duties. Such drivers will not necessarily receive two (2) consecutive days off each week as provided in Article 17.1 nor the same two off days each week as defined in Article 19.2 above, and will work varying scheduled shifts but will not be required to commence a first report within nine (9) hours of the completion of their preceding shift. Such drivers may be required to report to alternate reporting locations and, where they choose to drive their own private vehicle to/from a location other than their normal base, are eligible to claim vehicle allowance in accordance with Article 35.

19.10 Certain drivers may, in accordance with the crew selection process contained herein, be required to perform work which includes spare driver duties. Drivers performing such duties may generally

perform unpredictable work and accordingly may have their assigned work determined and advised daily in accordance with Appendix "A", Bus Driver Assigning and Detailing Procedure. Such drivers may be required to report to alternate reporting locations and, where they choose to drive their own private vehicle to/from a location other than their normal home base, are eligible to claim vehicle allowance.

- 19.11** Within six months of signing of the collective agreement the number of drivers who are signing as part-time shall not exceed ten percent (10%) of the total number of the approved driver complement as defined by the Organizational Chart at the time of sign-up.

ARTICLE 20 - REST PERIODS

- 20.1** Any driver working a split shift for which they receive a premium payment shall not be required to have a meal break provided either portion of their work day does not exceed six (6) hours.
- 20.2** Any driver who works a scheduled shift which has a duration of six (6) hours or less is not required to have a meal break.
- 20.3** Any driver who works a scheduled shift which is scheduled to be completed in one piece (i.e., no break of two (2) hours or more) shall receive a meal break of not less than thirty (30) minutes to begin no later than the completion of six (6) hours into the scheduled shift or two breaks of not less than twenty (20) minutes each with the first beginning no later than the completion of five (5) hours into the shift and the second beginning no later than the completion of five (5) hours following the completion of the first break.
- 20.4** Any driver who exceeds six (6) hours continuous paid duty in any portion of a schedule shall receive a break of no less than thirty (30) minutes beginning no later than the completion of six (6) hours.

ARTICLE 21 - OVERTIME

21.1 The overtime rate for the purposes of this agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate of pay.

21.2 (a) Overtime means an authorized period of work calculated to the nearest minute and performed prior to the scheduled first report or following the scheduled last finish, or any work performed on a day when work was not scheduled for regular full-time drivers.

(b) In the case of regular part-time employees, overtime shall be paid for all actual hours worked in excess of forty (40) hours per week, or on any scheduled off-day.

21.3 Unplanned Overtime

In making unplanned overtime assignments, the Employer shall first assign work by classification seniority from the employees who have submitted weekly unplanned overtime forms, full-time first and then part-time.

If the employer cannot fulfil the requirement from drivers available from the volunteer list, then the Employer may request volunteers from any available driver to fill the work. If sufficient volunteers are not available, then the overtime work shall be assigned to the most junior driver(s) available (by classification seniority) at the required location and whose other assigned work would not interfere, unless there are sufficient grounds for excusing such driver(s).

On Thursday of each week, a list will be posted which identifies all drivers who have submitted weekly volunteer forms. Drivers will be responsible to notify the Supervisor of Administration (or designee) of errors or omissions prior to noon each Friday.

21.4 Drivers are normally limited to:

- (a) A maximum of thirteen (13) hours driving time, following at least nine (9) consecutive hours “off-duty” (i.e., “overnight rest”);
- (b) a maximum of fifteen (15) hours “on-duty”, following at least nine (9) consecutive hours “off-duty” (i.e., “overnight rest”); and
- (c) sixty (60) hours maximum “on-duty” time in seven (7) consecutive days

Total hours of work including hours paid at overtime rates are limited to sixty (60) hours per pay week.

21.5 Planned Overtime

In making planned overtime assignments the Employer shall first assign overtime on an equal opportunity basis according to Article 22 - Overtime Procedures.

Such overtime shall be assigned to employees who are actively on the payroll and who have indicated their willingness to accept overtime assignments according to section procedures and who are:

- (a) not on W.S.I.B., absent for any reason and have not booked back to work before the overtime assignment was complete or on vacation. (Ref. Article 32.6);
- (b) if all known full-time volunteers have been assigned or have turned down overtime for any particular day, then known volunteers will be assigned from the known part-time volunteers on the same shared opportunity basis; and
- (c) after both lists have been exhausted then the Employer may assign drivers who have submitted weekly volunteer forms.

Note: In order that an employee be eligible for overtime in (a) and (b) above, they must be able to complete the entire assignment, and overtime assignments will not be made which will knowingly result in less than nine (9) consecutive hours of rest at some point between each day's work assignments.

21.6 For those employees who are subject to the 45 day trial period (Reference Article 8.2), they shall have no seniority rights for the purpose of working overtime, unless there are no other employees available under the established overtime criteria specified in this Article.

ARTICLE 23 - HOURS OF WORK

23.1 The normal hours of work for all regular full-time bus drivers shall consist of forty (40) value hours per week, and the Employer agrees to schedule crew values of not less than the equivalent forty (40) value hours per week at the employee's basic hourly rate of pay for such regular full-time bus drivers. Furthermore, each regular full time weekly crew shall consist of individual daily run values of not less than eight (8) value hours each.

23.2 Since it is often impractical to schedule crews so that the value hours per week are exactly forty (40), crews may be scheduled for up to forty-eight (48) value hours per week, or for more than forty-eight (48) value hours per week with the consent of the Union. No duty may be scheduled to exceed eleven and one-half (11 1/2) value hours, nor ten (10) hours of driving time, without the consent of the Union.

23.3 Drivers will be paid time and one-half for all value hours in excess of forty (40) value hours per week, excluding those value hours which have already been paid at overtime rates on a daily basis.

23.4 Each driver is guaranteed to receive at least the crew value for his selected or assigned work, provided that he completes the assigned work as required.

23.5 Value Hour Calculation

The following rules will apply in calculating value hours for determining duty values and crew values:

(a) **Delay Time**

Driver pay will not be adjusted for delays in completing assigned work of less than ten (10) minutes, when such delays encroach on an unpaid period. For all other delays, actual working time may be claimed at the rates indicated in this Article, provided the driver satisfactorily explains the delays. Delay time of ten (10) minutes or more beyond the scheduled last finish is eligible for overtime pay.

(b) **Allowance Time**

Fifteen (15) minutes will be scheduled to allow for circle checking and taking a bus out of a garage facility.

All Duties will have a reasonable opportunity to 'cash-in' built into the Duty.

The Employer agrees to schedule a minimum of five (5) minutes of loading time prior to departure of time tabled trips, provided that this will not necessarily apply when deadheading to or from a garage location.

All non-garage deadhead times will be scheduled at five (5) minutes greater than the typical driving time, to compensate for the unloading/recovery time not specifically shown in the run guides.

(c) **Layover Time**

When a layover occurs, five (5) minutes loading and/or five (5) minutes unloading time adjacent to timetabled trips will be paid

at full rate and will not count as part of the layover. Layovers of forty-five (45) minutes or less will be paid at full rate, so that when two (2) timetabled trips are scheduled to arrive and depart within a fifty-five (55) minute period, the entire time interval will be paid at full rate.

Layovers greater than forty-five (45) minutes and less than two (2) hours at a driver's reporting location will be paid at half rate. Layovers of two (2) hours or greater at a driver's reporting location are considered as split shifts and will be unpaid. No split shift will have more than one unpaid break scheduled.

Layovers, except overnight layovers, away from the driver's reporting location of greater than forty-five (45) minutes will be paid at half rate.

Overnight layovers shall be unpaid, but the Employer will reimburse the driver for accommodation and meal expenses in accordance with the current expense policy. Any driver involved in an overnight layover shall receive a minimum of eight (8) value hours pay for each of the two (2) working days surrounding the overnight layover. Where a driver is detailed an unplanned overnight layover, that driver also shall be detailed any portion of open work from that overnight layover location that would return him the next day to his previous reporting location, irrespective of the slip preparation procedures.

(d) **Covering Time**

A driver shall be paid at full rate for covering time.

(e) **Travel Time**

Travel time and associated time to/from the vehicle will be paid at full rate.

(f) **Other Pay**

Except as otherwise provided in these regulations, a driver shall be paid full rate for all time worked during a shift.

(g) **Preparation of Reports**

Drivers who are requested to prepare reports outside of their scheduled working hours are entitled to claim reasonable additional value hours for the time required. Collision reports will be paid a minimum of twenty (20) minutes.

(h) **Instructing Pay**

Drivers are entitled to claim on their daily waybill and will be paid an allowance of one dollar and seventy-five cents (\$1.75) per hour while assigned to instruct other employees to drive, but not while other employees are merely observing the operation of service for familiarization purposes. Only drivers who have completed their probationary period will be assigned this work and allowed to claim this pay.

23.6 Reporting Locations

Drivers may be required to report to work at a reporting location other than their normal home base in the event drivers are performing vacation swing duties, spare driver duties or split location regular crews. The Union shall be notified prior to the establishment of new split location regular crews. Split location crews shall be assigned only one home base. If a driver chooses to drive his own private vehicle to/from a reporting location other than his normal home base, he is eligible to claim vehicle allowance in accordance with the current Expense Policy.

No scheduled shift shall include more than one reporting location for any one operating day.

No more than three (3) split location crews will be scheduled in the entire system in any Board Period.

SCHEDULE "D"

MANAGERIAL ORGANIZATIONAL GRIEVANCE PROCEDURE

1st Step Immediate Supervisor

2nd Step Most senior level of Management up to and including Manager

Subject to mutual agreement no individual management representative may answer more than one step, in writing, on any one individual grievance.

Superintendents may replace absent Supervisors at the 1st Step of the grievance procedure.

Anomalies occurring in Step 2 of the grievance procedure due to management restructuring will be resolved by Human Resources assigning Step 2 to the most appropriate person within the corporate structure.

SCHEDULE "E-I"

Sections shall be comprised of the following classifications for the purpose of layoff:

BUS OPERATIONS SECTION	STATION OPERATIONS	TRANSIT SAFETY SECTION
Bus Driver General Clerk Courier	Station Attendant Station Attendant II	Transit Safety Officer Customer Attendant Dispatcher

MAINTENANCE CLASSIFICATIONS	FLEET MAINTENANCE CLASSIFICATIONS
Plant Electrician Radio Technician Electronics Technician Plant Mechanic I Plant Mechanic Track Repairperson Plant Utilityperson Track Utilityperson Plant Serviceperson I Plant Serviceperson II	Coach Technician HVAC Technician Body Person Serviceperson I Serviceperson II Stockhandler

SCHEDULE "E-I - OFPT"

Sections shall be comprised of the following classifications for the purpose of layoff:

ACCOUNTING CLASSIFICATION SECTION	PROCUREMENT & CONTRACT SERVICES / FLEET MAINTENANCE SECTION	MARKETING / CUSTOMER SERVICES SECTION
Treasury Officer	Procurement Specialist - IT	Multimedia Coordinator
Lease Administrator	Contract Specialist	Graphics Coordinator
Financial Analyst	Contract Tendering Officer (L with Buyer & SCO)	Special Events & Communications Coordinator
Accounts Receivable & Ledger Officer	Buyer (L with CTO & SCO)	Bilingual Communications Coordinator
Revenue Systems Control Officer	Specification Writer	Web Coordinator
Revenue Services Officer	Stock Control Officer (L with Buyer and CTO)	Advertising & Promotions Assistant
Senior Accounts Payable Clerk	Business Systems Specialist	Marketing Assistant
Senior Ticket Accounting Clerk	Budget & Contract Administrator	Schedules & Marketing Coordinator
Payroll Clerk	Junior Buyer	Media Analyst
Cash Inventory Clerk	Purchasing Coordinator	
Revenue Systems Clerk	Fleet Analyst	
Accounts Payable Clerk (L with TAC)	Corporate Services Coordinator	
Ticket Accounting Clerk (L with APC)	Service Delivery Officer	
	Data & Warranty Clerk	

REALTY SERVICES / STATION OPS SECTION	ENGINEERING SECTION	ADMINISTRATIVE CLASSIFICATION SECTION
Realty Services Officer Agency Officer Lease Administrator Customer Service Officer Administrative Clerk	Equipment Engineer Mechanical Engineer (L with Electrical Engineer) Electrical Engineer (L with Mechanical Engineer) Architectural Design Coordinator Project Coordinator Engineering Communications Coordinator (L with PCO) Performance and Compliance Officer (L with ECC) Project Coordinator, Railway Corridors Rail Operations Analyst Office Design Coordinator Construction Scheduler / Estimator Clarity Functional Administrator Design Draftsperson Junior Project Coordinator Signage Design Coordinator Signage Fabrication Coordinator Program Coordinator	Marketing Assistant Corporate Document Coordinator Imaging Technician I.T. Office Administrator Secretary (L with Sec. Enforcement) Secretary, Enforcement (L with Sec.) Program Coordinator Administrative Clerk (L with DWC) Data & Warranty Clerk (L with AC) Administrative Classifications can move laterally between each job and then move downward.

IT - ELECTRONICS & COMMUNICATIONS SECTION	IT – NETWORK ENGINEERING & OPERATIONS SECTION	IT - APPLICATIONS DEVELOPMENT SECTION
Communications Systems Specialist Communications Administration Coordinator ITS Technical Support Specialist Communications Technician IT Field Technician	Network Engineering Specialist Network Administrator IT Change Coordinator Network Support Analyst	Oracle Database Administrator

IT - APPLICATIONS DEVELOPMENT SECTION	IT - GENERAL SECTION	CORP - RECORDS & FORMS SECTION
Applications Development Project Coordinator Applications Project Leader/Analyst Systems Analyst Web Administrator/Analyst Business Reports Developer / Analyst	Fare Systems Specialist	Graphics & E-Form Specialist Corporate Document Coordinator Imaging Technician

IT/CORP - (Records & Forms) SECTION	IT – GENERAL SECTION
Corporate Information Coordinator Imaging Technician	ITS Project Coordinator (L with ADPC) Applications Development Project Coordinator (L with ITS)

(L = Lateral; TAC = Ticket Accounting Clerk; APC = Accounts Payable Clerk; SCO = Stock Control Officer; CTO = Contract Tendering Officer; PCO = Performance & Compliance Officer; ECC = Engineering Communications Coordinator; RSO = Realty Services Officer; SEC = Secretary; DWC = Data & Warranty Clerk; REC = Receptionist; AC = Administrative Clerk; ITS = ITS Project Coordinator; CSS = Communications Systems Specialist; ADPC = Applications Development Project Coordinator.)

SCHEDULE "F"

WORKING PROCEDURES FOR TRANSIT SAFETY SECTION

The current Collective Agreement will apply to applicable Transit Safety classifications save and except for the following amendments and clarifications. Where similar provisions are outlined in the current Schedule, such provisions will supersede those outlined in the main body of the Collective Agreement.

ARTICLE 14 - MANDATORY COURT APPEARANCES

14.1 Transit Safety Officers, Customer Attendants who are required to attend court due to actions arising out of their duties (PONS, PINS, Criminal, etc.) must do so unless excused by the Employer.

In the event that a Transit Safety Officer is charged with an offence under the Criminal Code or the Highway Traffic Act, or is sued in a civil action, solely as a result of an incident arising from the performance of his or her duties, the Corporation shall pay the cost of the representation. If the Transit Safety Officer chooses his or her own counsel, the Corporation shall pay any reasonable legal fees, subject to a maximum of five thousand dollars (\$5,000.00).

The provision of legal counsel or legal fees by the Corporation for Transit Safety Officers is subject to the following conditions:

- (i) the Transit Safety Officer promptly reports the incident resulting in the charge;
- (ii) the Corporation is provided with a copy of the charge or statement of claim, forthwith upon its service on the Transit Safety Officer;
- (iii) the Transit Safety Officer follows the advice of such legal counsel;
- (iv) no Corporate rules, requirements or policies were violated.

If a Transit Safety Officer is found guilty of a criminal offence, he or she shall be deemed to be terminated with cause. However, if the criminal conviction results in the Transit Safety Officer losing his/her driver's license or being unable to continue to fulfil the requirements of the GO Transit Operator Permit, the Transit Safety Officer, within thirty (30) days following the date of conviction, will have the right to use his/her seniority to apply for non-Transit Safety Officer posted positions.

- 14.2** When Transit Safety Officers are scheduled on an afternoon/evening shift, a scheduled morning court tier(s) will necessitate the movement of the previous day's shift by up to four (4) hours and the adjustment of the shift on the day of court by up to four (4) hours. The court adjustment as per standard operating guidelines will be followed. If the Corporation or employee receives less than seventy-two (72) hours notice the standard operating guidelines may not apply.

When morning court time qualifies for overtime payment, for Transit Safety Officers, it shall be paid as 2.67 hours at time and one-half of regular rate or actual court time, whichever is greater.

When Transit Safety Officers and Customer Attendants scheduled on an afternoon/evening shift and scheduled afternoon court tier(s), the shift on the day of court will be adjusted up to four (4) hours, but the shift will not be adjusted to commence any earlier than 12:00 noon (effective April 3, 1999).

When Customer Attendants are required to attend court, they will work their regular scheduled hours and any additional time worked due to this court attendance. The split premium will be paid if still applicable, as per the terms of the Collective Agreement. Customer Attendants may change shifts on a required court date from a split shift to a day shift, i.e. 0600 to 1600 hours, by mutual written agreement with their Supervisor at least ten (10) working days prior to the court date. As a result of the change in shift, the employee is not entitled to a split premium.

It is understood that the requested shift change shall be granted at the sole discretion of the Employer and if granted, will be solely on the availability of staff and business/service demands and shall not result in an employee pursuing a grievance if denied.

It is further understood that the request shall not violate the ten (10) hour rest period between shifts requirement or circumvent the seniority provisions of the collective agreement, or give rise to additional costs to the Employer.

When Transit Safety Officers and Customer Attendants scheduled on an afternoon/evening shift and scheduled both a morning and an afternoon court tier(s), then both the day prior and the day of court will be adjusted by up to four (4) hours each, and the Transit Safety Officer will be paid the applicable overtime rate for morning court only.

When Transit Safety Officers and Customer Attendants are scheduled court on an off day, they will receive a minimum of four (4) hours pay at time and one-half the regular rate or the actual court time whichever is greater.

In the event of scheduled court appearances for Transit Safety Officers and Customer Attendants being cancelled, no overtime will be paid provided the Transit Safety Officer and Customer Attendant was given seventy-two (72) hours notice of the court cancellation.

ARTICLE 19 - SHIFT/SHIFT SCHEDULES

19.1 Shift changes for Transit Safety Officers and Customer Attendants shall be subject to the following requirements:

- (i) such shift changes shall not result in the number of hours of work being reduced;

- (ii) such shift changes shall not circumvent the assignment of overtime volunteers except that this will not apply to permanent shift schedule changes.

Shift changes for Transit Safety Officers and Customer Attendants shall be defined as:

- (a) any change in the starting time;
- (b) any change in the finishing time;

- (c) any change in off days.

- 19.2** A shift schedule change for Transit Safety Officers and Customer Attendants shall be posted not less than fourteen (14) days in advance of the sign-up taking place.

Shift schedules, work groups and reporting locations for Transit Safety Officers will for the purposes of work selection be posted at least once per year.

When an annual shift schedule change is to be posted for sign-up purposes for Transit Safety Officers, the Employer will consult with the Union to explain the circumstances and explore alternatives which may be mutually agreeable.

- 19.3** When a shift change for Transit Safety Officers and Customer Attendants is necessary and the employee concerned is not notified seventy-two (72) hours in advance of the change in the shift, he shall be paid time and one half for the first eight (8) hours worked on the changed shift or in the case of a part-time employee, time and one half for the hours worked on the first changed shift up to a maximum of eight (8) hours; in both cases provided that no premium shall be paid where the change of schedule is caused by events beyond the reasonable control of the employer.

- 19.4** No shifts shall be scheduled for Transit Safety Officers and Customer Attendants with less than ten (10) hours rest period between shifts.

19.5 Transit Safety Officers, Customer Attendants and Dispatchers who desire to exchange his/her permanent shift schedule with another employee, may do so, provided such exchange is in the same classification. Employees may change shifts at all locations (i.e. Two employees in the same classification that have different homebase locations may exchange their shift.). Any shift change requested by the employee will not result in a mileage claim.

Such request must be made in writing at least seven (7) days in advance and signed by the employees involved and provided seniority is not circumvented as a result of such an exchange and vacation blocks are not adversely affected, will be granted at the sole and absolute discretion of the Employer.

19.6 Irrespective of this Article, when two Transit Safety Officers, two Customer Attendants, or two Dispatchers wish to temporarily exchange a shift or series of shifts with each other within the same pay period, they shall submit such request in writing to their supervisor(s) in accordance with section procedures. All such requests including those which are not received at least seven (7) days in advance, which may cause additional costs, or which may interfere with the provision of effective service will only be granted at the sole and absolute discretion of the Employer.

It is further understood that the result of either Article 19.5 and 19.6 respecting Transit Safety Officers, Customer Attendants and Dispatchers is at the sole and absolute discretion of the Employer, and that exchange of shifts for a longer time basis will be determined upon receipt of the request and based on the needs and requirements of the section involved. Such exchange shall not circumvent the seniority at the location, and if granted, will be solely on the basis of the availability of staff and business/service demands and shall not result in an employee pursuing a grievance.

19.7 In the event that actual operating experience results in the apparent need to modify this Article, the Union and the Employer will endeavour to make such modifications in a mutual satisfactory manner. It is understood that various locations may have permanent shifts or rotating shifts as dictated by the nature of the

work and existing practice shall not be changed unless by mutual agreement.

19.8 Under this Article, shift, for the purpose of Transit Safety Officers, Customer Attendants and Dispatchers, shall mean one shift and a schedule shall mean a series of shifts selected by seniority and normally extending up to one (1) year.

19.9 It is the responsibility of the Transit Safety Officers to ensure they are proficient in the Ontario Use of Force Model (i.e. handcuffing techniques, baton strikes, pressure-point tactics). The employer, however, will provide Transit Safety Officers only with one (1) hour of paid time for practicing the Ontario Use of Force Model, to be offered on a quarterly basis. The time and location of this practice will be assigned, at the employer's discretion and based on operational requirements, during the employee's regularly scheduled Sunday day shift. Practice must be done in full uniform.

ARTICLE 20 - REST PERIODS

20.1 Transit Safety Officers, Customer Attendants and Dispatchers shall receive a thirty (30) minute paid lunch (not including Customer Attendants working split shift).

When assigned to Proof of Payment Inspection for five (5) hours or more, Transit Safety Officers and Customer Attendants will receive a five dollar (\$5.50) meal allowance, not including any staff working split shift. Time spent on Proof of Payment Inspection will consist of time spent onboard trains conducting Proof of Payment Inspection and time spent transferring from one train to another train for the purpose of continuing Proof of Payment Inspection. For the purpose of calculating hours spent on Proof of Payment Inspection, if the first assigned duty of the day is Proof of Payment Inspection, travel time from homebase to duty will be included in the calculation; or the last assigned duty of the day is Proof of Payment Inspection, travel time from the duty to homebase will be included in the calculation. Further, if the duty for the day only

consists of Proof of Payment Inspection and appearance in court, the time in court will be included in the calculation of hours spent on Proof of Payment Inspection.

20.2 Transit Safety Officers - Union Station Assignment

When Transit Safety Officers are on assignment to Union Station they may be scheduled on a twelve (12) hour shift which will include two (2) thirty (30) minute paid breaks.

20.3 The Employer shall have the right to fix the times of all rest periods.

ARTICLE 21 - OVERTIME

Effective 28 December 1996:

21.1 The overtime rate for purposes of this Article shall be one and one-half (1 ½) times the employee's basic hourly rate of pay.

21.2 Court duty overtime is mandatory for Transit Safety Officers and Customer Attendants. (Schedule "E-I") who are required to attend.

21.3 Overtime rate for Transit Safety Officers shall be paid for all hours worked in excess of eighty (80) hours in a pay period or work performed on a scheduled off day.

21.4 Overtime for each Transit Safety Officer shall be limited to forty (40) hours in any one pay period.

Work on a statutory holiday is not counted in the forty (40) hours unless such work is in excess of any individual employee's regular scheduled number of work days in that pay period.

21.5 Transit Safety Officers, Customer Attendants and Dispatchers with approval may, if they so choose, bank worked overtime hours at the rate of one and one half (1.5) to the maximum of sixty (60) hours, to be taken as paid time off on a later mutually agreed date.

The approval or disapproval of time off under this Article shall not give rise to the grievance procedure.

There shall be no carryover of banked hours from one calendar year to the next. Unused bank hours shall be paid out at the rate at which overtime was earned and will be paid out in the first pay period of the following year.

ARTICLE 23 - HOURS OF WORK

- 23.1** The normal hours of work for all regular full-time Transit Safety Officers shall consist of eighty (80) hours per pay period (two weeks).
- 23.2** Transit Safety Officers will be permitted a five (5) minute period immediately prior to the end of their regularly scheduled shift only, for mandatory lock-up of equipment, such as batons, pepper foam, and memo book, etc. No overtime payment will apply for this five (5) minute period. During this time, the Transit Safety Officer will continue to be on-duty.

ARTICLE 36 – PREMIUMS

- 36.1** To be eligible for payment of any premium covered in this Article, the employee must actually work the required hours and complete the full shift. Failure to report to work for any reason or failure to complete the shift for any reason shall negate the payment of these premiums.

Employees injured and eligible for payment by the W.S.I.B. will earn the premium for any shift actually started but not completed.

- 36.2 Premium**
Any employee whose shift finishes between 2201 hours and 0901 hours will receive a flat shift premium of five dollars and fifty cents (\$5.75) for each shift worked.

Any Customer Attendant or Transit Safety Officer whose regular shift would have entitled them to a shift premium shall still be paid such premium if the employee's shift was adjusted for the purpose of attending court.

36.3 Sunday Premiums

A flat rate premium of fifteen dollars (\$15.00) will be paid for each completed shift worked on Sunday.

Sunday work shall be defined by the day on which the work commenced. Duty commenced on Saturday and not completed until the early hours of Sunday morning will be reported as Saturday time and paid without the premium. Duty commenced on Sunday and not completed until the early hours of Monday morning will be considered and reported as Sunday work and will be subject to the stipulated flat rate premium.

For an employee who works on a Sunday and is paid overtime for the entire scheduled shift, a Sunday premium will not be applicable.

Spread/Split Shift Premium

A flat rate premium of fourteen dollars and twenty-five cents (\$14.25) will be paid for each completed shift that results in an elongated work day caused by a spread which is more than twelve (12) hours in duration.

A split shift is a schedule which includes an unpaid break of two (2) hours or more in duration.

- 36.4** Such premiums will not apply to any overtime or delay time which may occur after the employees regularly scheduled shift. However, such premiums will apply to any complete shifts that are in addition to the employees regularly scheduled shifts.

SCHEDULE "H"

WORKING PROCEDURES FOR OFPT EMPLOYEES ONLY

The current Collective Agreement will apply to OFPT employees save and except for the following amendments and clarifications. Where similar provisions are outlined in the current Schedule, such provisions will supersede those outlined in the main body of the Collective Agreement.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

- 10.1** Where a need arises to fill a temporary vacancy in the OFPT classification, the Employer shall post the vacancy according to the provisions of Article 8. The temporary assignment will be filled by the most senior employee who is qualified to perform the duties of the vacant position.
- 10.2** The filling of such temporary vacancy will be made on the condition that:
- (a) it is of the understanding that such positions are of a temporary nature;
 - (b) any person who fills such a temporary position will return to his/her prior position when the temporary assignment is fulfilled;
 - (c) that any employee who is being temporarily replaced due to sickness or accident or approved leave of absence will return to their original classification position;

- (d) irrespective of the above, if such a vacancy is caused by an employee being diagnosed with a permanent disability, then it shall be filled in accordance with Article 8.8(1);
- (e) filling of a temporary vacancy does not negate the standing applications of the employee.

- 10.3**
- (a) Where the Employer temporarily assigns an employee to a position outside the bargaining unit, the substituting employee shall receive a wage adjustment to the minimum of the salary range of the applicable pay range, or his/her pay will be adjusted by a minimum of three percent (3%), whichever is greater. While the employee is assigned to the temporary vacancy, the employee will not carry out bargaining unit work.
 - (b) Where the employee is transferred to a position outside the bargaining unit which is considered to be a lateral move, then no salary adjustment will apply.

Such temporary assignment will not exceed nine (9) consecutive calendar months. During such assignment, seniority will continue to accumulate provided the employee maintains applicable union dues. No extension to any assignment will occur unless mutually agreed to by the Union and the Corporation.

- 10.4**
- (a) When an employee is temporarily assigned to another position and receives an hourly wage rate adjustment, they will, if absent from work due to sickness, injury, statutory holiday, jury duty, bereavement, or any other form of paid leave of absence, continue to receive the hourly wage adjustment that they would have otherwise received had they worked such hours in the temporary assignment had it not been for such paid leave of absence.

(b) Such adjustment will not be paid for sickness or injury which continues beyond five (5) working days, and as such, the employee's rate will revert to their normal rate of pay on the sixth scheduled work day.

10.5 (a) Where the Employer temporarily assigns an employee to perform the duties of a higher rated classification he/she shall be paid three percent (3%) of his or her hourly wage rate or up to the minimum of the salary range of the new classification, whichever is greater.

(b) If the employee is temporarily assigned to a position within the same classification or level, or to a position of a lower classification or level, no adjustment to wage shall apply.

10.6 Temporary assignments within the OFPT classifications shall not exceed more than twelve (12) continuous calendar months, except in circumstances outlined below.

(a) Where the leave is granted for the purpose of parental or maternity leave, the temporary assignment shall be up to a maximum limit of leave legislated by the Employment Standards Act of Ontario.

(b) With exception of maternity or parental leave, should such temporary assignment go beyond twelve (12) consecutive months, the Employer shall advise the Union of the reasons for the extension and the expected duration of the extension. No extension to any assignment will occur unless mutually agreed to by the Union and the Corporation.

10.7 Employees shall retain and take classification seniority for such temporary assignment.

Irrespective of provisions outlined elsewhere in this agreement, temporary assignment for OFPT employees is limited to conditions outlined above.

- 10.8** (a) Should the use of temporary provisions outlined above not apply, then the Employer may fill the temporary vacancy by application of Article 7.5 Non-permanent employees.
- (b) The Corporation may fill from outside of GO Transit, temporary employees to be used in cases of short term operational needs pertaining to clerical positions in the OFPT classifications for a period of up to six (6) weeks per term.

Notwithstanding the above, the parties agree to further negotiate amendments as required.

ARTICLE 18 - SCHEDULED TOUR OF DUTY OR SHIFT

During the term of this Collective Agreement this Article is not applicable. Refer to Article 23, OFPT, for hours of work.

ARTICLE 19 - SHIFT SCHEDULES

On the first day of the month following the signing of this agreement each OFPT employee will be required to confirm their current shift in writing to their immediate supervisor for verification. For shift schedule changes refer to Schedule "H" Article 23.2.

ARTICLE 20 - REST PERIODS

20.1 Rest periods outlined under Article 23 apply to OFPT employees.

ARTICLE 21 - OVERTIME

- 21.1** The overtime rate for purposes of this agreement shall be one and one-half times the employee's basic hourly rate of pay. For calculation of overtime worked on a Statutory Holiday, refer to Article 33.
- 21.2** Overtime means an authorized period of work, calculated to the nearest quarter (1/4) hour, rounded up or down as the case may be. For all OFPT employees, overtime rate shall be paid for all hours worked in excess of seven and one quarter (7 1/4) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one quarter (36 1/4) or forty (40) hour work week, as applicable. Overtime will be paid for all hours worked outside of regular scheduled hours per day or regular scheduled hours per week.
- 21.3** Overtime for each employee is limited to twenty (20) hours in any seven (7) day period Saturday to Friday, inclusive. The twenty (20) hour weekly overtime limit applies to overtime hours actually worked in excess of the employee's normal weekly shift. Work on a statutory holiday is not counted in the twenty (20) hours.
- 21.4** (a) Offering overtime assignments, the Employer shall first assign overtime on an equal opportunity basis, except where it is determined by the Employer that there is a continuation of task which requires the employee who commenced the work to complete it.
- (b) Such overtime shall be assigned to employees who are actively on the payroll and who have indicated their willingness to accept overtime assignments.

- (c) Employees who are absent from work for any reason when overtime opportunity becomes available, will not be offered the overtime assignment.
- (d) All overtime must be pre-authorized by the Employer.
- (e) Irrespective of provisions outlined elsewhere in this agreement, overtime for OFPT employees is limited to conditions outlined above.

21.5 Banking of Overtime Hours

Employees shall have the option of banking overtime hours at one and one-half (1.5) times during each calendar year, as follows:

Employees normally working 36.25 hours per week - 50.75 banked hours maximum;

Employees normally working 40.0 hours per week - 56.0 banked hours maximum.

Approved time off is at the sole and absolute discretion of the Employer and the approval or disapproval of time off under this article shall not give rise to the grievance procedure.

There shall be no carryover of banked hours from one calendar year to the next. Unused bank hours shall be paid out at the rate at which the overtime was earned and will be paid out in the first pay period of the following year.

ARTICLE 23 - HOURS OF WORK

23.1 The normal hours of work for OFPT employees will be as follows. Within these core business hours variable working hours may be scheduled by the supervisor or his/her designee, depending on operational requirements.

(a) I.T. (OFPT) employees working 7.25 hours per day (36.25) hours per week:

<u>Shift Start Time</u>	<u>Shift Finish Time</u>
6:00 am	2:15 PM
6:15 am	2:30 PM
6:30 am	2:45 PM

<u>Shift Start Time</u>	<u>Shift Finish Time</u>
6:45 am	3:00 PM
7:00 am	3:15 PM
7:15 am	3:30 PM
7:30 am	3:45 PM
7:45 am	4:00 PM
8:00 am	4:15 PM
8:15 am	4:30 PM
8:30 am	4:45 PM
8:45 am	5:00 PM
9:00 am	5:15 PM
9:15 am	5:30 PM
9:30 am	5:45 PM
9:45 am	6:00 PM
12:00 PM	*8:15 pm

*(ITS Technical Support Specialist only)

- (b) All (non-I.T.) OFPT employees working 7.25 hours per day (36.25) hours per week:

<u>Shift Start Time</u>	<u>Shift Finish Time</u>
6:30 AM	2:45 PM
6:45 AM	3:00 PM
7:00 AM	3:15 PM
7:15 AM	3:30 PM
7:30 AM	3:45 PM
7:45 AM	4:00 PM
8:00 AM	4:15 PM
8:15 AM	4:30 PM
8:30 AM	4:45 PM
8:45 AM	5:00 PM
9:00 AM	5:15 PM
9:15 AM	5:30 PM
9:30 AM	5:45 PM

- (c) Lunch period will be one hour unpaid for employees working 7.25 hours per day or thirty (30) minutes unpaid lunch with: one (1) fifteen (15) minute unpaid break during the first half of the shift and one (1) fifteen (15) minute unpaid break during the second half of the shift.
- (d) Lunch periods shall begin no earlier than 11:00 a.m. and shall end no later than 2:00 p.m.
- (e) Employees working 8 hours per day, will have a thirty (30) minute paid lunch break scheduled during their normal eight (8) hour shift. No employee may leave the premises during

paid lunch periods unless express permission is obtained from their supervisor.

- (f) Lunch and rest periods shall be scheduled by mutual agreement provided that there is no negative impact on operational requirements. Should the employee request a change to the scheduled lunch or rest periods, such request will not be unreasonably denied.
- (g) Part-time employees who work either 7.25 or 8 hours per day will be treated as outlined above in accordance with (a) or (d) as applicable.
- (h) Where an employee is late for work in excess of five (5) minutes, such lateness will be reported on the Exception Report or timesheet, and there will be a reduction in pay accordingly.

23.2 Shift Changes

- (a) Employees who require temporary or permanent changes to their shifts must present their request in writing to their supervisor for consideration. The supervisor will not unreasonably deny a change to the shift provided that it does not negatively impact operational requirements.
- (b) Except in emergency situations, the employer will provide forty-eight (48) hours' notice to the employee where a temporary shift change is required.
- (c) The employer will provide ten (10) scheduled working days' notice when a permanent shift change is necessary.

23.3 When an employee is absent from work due to any paid or unpaid leave of absence, including vacation, sick leave, or due to lateness,

the appropriate Exception Report Form or Time Sheet, as applicable, must be completed.

- 23.4** Irrespective of provisions outlined elsewhere in this agreement, hours of work for OFPT employees is limited to conditions outlined above.

ARTICLE 24 - CALL BACK

- 24.1** Any employee who has completed his regular scheduled shift and has left the Employer's premises and is then recalled to work within four (4) hours of leaving the Employer's premises shall be paid at time and one half for all hours worked on call-back. The employee shall receive not less than the equivalent of four (4) hours' pay at the employee's regular rate of pay for such call-back work (i.e. 2.67 hours at time and one half). This article shall not apply to any employees who are on on-call duty or overtime.

ARTICLE 25 - ON-CALL DUTY

- 25.1** "On-call duty" means a period of time that is not a regular scheduled working period, i.e. overtime period or call-back period. During on-call duty an employee is required to be reasonably available for recall to work, as per the on-call schedule, and to keep his Employer advised as to his location at all times during the on-call period in order that he can be contacted by the Employer, unless excused otherwise by his immediate supervisor. For the purposes of this provision, reasonably available for recall means the employee must be capable of reporting to his or her work location and be fully capable of performing his or her duties, as soon as possible but not to exceed a period of two (2) hours from the time they are called.

- 25.2** With reference to the scheduled on-call procedure, overtime will be offered according to Article 21. However, should the employee be scheduled for on-call duty, but desires to carry out the entitled overtime, the employee shall be solely responsible for advising his immediate Supervisor, in writing, before accepting the overtime as per Article 21. An employee who accepts such overtime shall no longer be on-call. Should this procedure not be carried out, then the employee shall not be entitled to the overtime as per Article 21.
- 25.3** In the event that an employee is unable to fulfill his on-call responsibilities for any reason he will be solely responsible for notifying his Supervisor and will not be entitled to the on-call duty pay. In such circumstances the Supervisor will determine if the on-call need still exists.
- 25.4** On-call duty shall be designated in writing by the employee's supervisor no later than two weeks in advance of the time the employee is assigned to on-call duty unless an emergency requires the on-call assignment.
- 25.5** Where an employee is required to be on call, he shall receive one dollar and ten cents (\$1.10) per hour for all hours when such employee is assigned to on-call duty. He shall be called in for work if work is required during the on-call period and shall report for such work within a reasonable response time and shall answer the "call in" within 20 minutes of the call being placed. Where an employee is required to be on-call on a Statutory Holiday, he shall receive one dollar and sixty-five cents (\$1.65) per hour for all hours when such employee is assigned to on-call duty for that day.
- 25.6** Each time an employee is called in to work while on "on-call duty" he shall receive time and three-quarters (1.75) of his regular hourly rate for all hours worked in addition to the on-call duty pay provided for herein. Should an employee not be called in to work because he responded to the call solely by telecommunications, and so

satisfactorily resolved the issue, he shall be paid time and one-half for all hours worked to resolve the issue.

The employee will, if called in, be entitled to a minimum of three (3) hours pay at time and one and three-quarters (1.75) of his regular straight time rate.

For the purposes of computing the working hours of on call duty, it shall be taken from the time that the employee leaves and returns to his normal place of residence.

25.7 When an employee who is placed on "On Call Duty" is required to work, such a call to the employee shall be made by the supervisor or his designee to the employee on call. This procedure does not erode the instructions of the supervisor or his designee regarding the "On Call Duty" procedure.

25.8 Where an employee works in a single incumbent classification, they shall not be on "on-call duty" indefinitely unless such arrangement is through mutual agreement.

ARTICLE 32 - VACATION ENTITLEMENT

32.1 For the purpose of this Article, a permanent employee is entitled to vacation credits in respect of each calendar month of employment or part thereof in which he is at work, or on leave of absence with pay.

32.2 For the purposes of this Article, continuous service shall not include:

1. When the employee is on a leave of absence without pay for a period greater than thirty (30) consecutive calendar days, excluding maternity leave with or without SUB allowance and

parental leave, or when the employee is on layoff for a period greater than thirty (30) calendar days.

2. When the employee is receiving benefits under the Long Term Income Protection Plan.
3. During the period of time when the employee is no longer eligible for LTIP benefits due to full recovery from disability, and the time that the employee returns to their previous classification.
4. After the first nine (9) months that he is receiving benefits pursuant to an award under the Workplace Safety and Insurance Act.
5. When the employee has been granted a leave of absence for the political activities set out in the Public Service Act.

32.3 An employee will be entitled to vacation based on credits earned in each previous calendar year. During the first year of employment an employee will not be eligible for vacation time off with pay, however the employee may request approval from his supervisor for a leave of absence without pay for vacation purposes of up to ten (10) consecutive working days.

This article applies to all full-time employees who have at least sixty (60) consecutive calendar days of employment with the Company. For part-time status refer to Article 32.5 Permanent Part-Time Employees.

Employees who were employed with an Ontario Government ministry or agency and joined the Company with no break in service shall have their continuous service counted with the previous Ministry or agencies for vacation entitlement only.

32.4 The following vacation credits will be earned for each completed month or part of a month in which the employee is employed with GO Transit:

**BASED ON A REGULARLY SCHEDULED WORK WEEK
OF 36.25 HOURS**

Continuous Service	Cumulative Earned Vacation Credits (Hours) Per Month	Total Number of Days per Year
1 month	9.06	
2 months	18.12	
3 months	27.18	
4 months	36.25	
5 months	45.31	
6 months	54.37	
7 months	63.43	
8 months	72.50	
9 months	81.56	
10 months	90.62	
11 months	99.68	
12 months	108.75	15 days
Anniversary of 8 continuous years of service	12.08	20 days
Anniversary of 15 continuous years of service	15.10	25 days
Anniversary of 25 continuous years of service	18.12	30 days

**BASED ON A REGULARLY SCHEDULED WORK WEEK
OF 40 HOURS**

Continuous Service	Cumulative Earned Vacation Credits (Hours) Per Month	Total Number of Days per Year
1 month	10.00	
2 months	20.00	
3 months	30.00	
4 months	40.00	
5 months	50.00	
6 months	60.00	
7 months	70.00	
8 months	80.00	
9 months	90.00	
12 months	120.00	15 days
Anniversary of 8 continuous years of service	13.33	20 days
Anniversary of 15 continuous years of service	16.66	25 days
Anniversary of 25 continuous years of service	20.00	30 days

Vacation payment will be based on number of hours entitlement, times regular rate, times 1.02.

Change of Entitlement on Anniversary Date

An employee's continuous service will be adjusted on each anniversary date of hire. When the employee attains the next band of continuous service awarding additional vacation credits, these credits are applied to the next year's vacation entitlement in the vacation take year. In most instances, this will represent less than one full year's entitlement and will be pro-rated from the anniversary date to year-end.

Impact on Vacation due to Change in Regular Scheduled Hours of Work

When an employee's regular scheduled hours of work change from either 7.25 to 8.00 hours or from 8.00 to 7.25 hours per day, unused vacation credits will be carried over into the following vacation year and converted to respective days. No employee will experience a reduction or gain in the vacation take year.

Transfer from Non-Permanent to Full-time Non-Bargaining Status

An employee who transfers from non-permanent status will fall under provisions outlined in "New Employees First Calendar Year". No carry-over of service will apply.

Vacation Credit Accumulation and Carry-over

A full-time employee may accumulate and carry-over unused vacation credit to a maximum of up to one-hundred and one and one-half (101.50) hours if normal hours of work are thirty-six and one-quarter (36.25), and one-hundred and twelve (112.0) hours if normal hours of work are forty (40) hours per week.

Vacation Credit/Short Term Sickness Plan

Upon hire, the employee may elect to use accumulated vacation credits to supplement short term sickness benefits to 100% of normal pay.

Scheduling of Vacation

All employees may be required to make their selection for vacation time off at the beginning of the vacation calendar year.

Every effort will be made to accommodate the employee's request for the specified time period, but such approval will be granted at the supervisor's discretion based on work schedules and availability of vacation time.

All employees will, however, be granted vacation time off in the calendar year (Vacation Take Year) to which they are entitled and have made application.

Vacation that commences in the current year and ends in the following year (no later than January 7th) will be considered as reducing the current year's bank.

Payment/Loss for Excess Vacation Entitlement

Employees who through no fault of their own must cancel their selected and approved vacation time off, or have been requested to defer vacation due to operational requirements, will be permitted to carry over vacation hours in excess of the allowed ten (10) day carryover. The employee's manager must advise Human Resources in writing, providing the reason for the excess carryover and his/her authorization.

All excess vacation carried over from one year to the next must be utilized in that year of carryover otherwise the hours will be lost. No payout of unused vacation is permitted.

Should the employee not be able to take such excess vacation entitlement due to sickness and is receiving benefits under Short Term Sickness, or Long Term Income Protection or is receiving benefits under the Workplace Safety and Insurance, then such payment of excess vacation will be made at 100% of the applicable vacation pay. No carry-over of such excess vacation credit will apply.

Vacation/Absence due to Sickness Entitlement

Should the employee become sick prior to the scheduled vacation time off, he/she must supply medical certification of ability to return to work in order to be entitled to vacation time off. If such certification is not provided or if the employee does not report to work prior to vacation time off, the employee will be deemed to be on short term sickness.

Vacation time off with pay will be re-scheduled at a mutually convenient time.

If the employee becomes sick during vacation time off, he/she will be deemed to be on vacation until he/she is scheduled to return to work.

Should the employee be unable to return to work due to continued illness, he/she must provide medical certification of illness and will be placed on the short term sickness program.

Vacation Time Off/Statutory Holiday

If a statutory holiday falls during the employee's vacation time off, the employee may request extension of vacation time in lieu of such statutory holiday, provided he/she receives approval at least ten (10) days prior to commencement of vacation.

Recording Vacation Credits and Vacation Entitlement Used

Vacation credits shall accumulate for each month or part of a month in which the employee is at work.

All vacation time off must be reported on the Exception Report signed by the supervisor and submitted to Payroll Department at the end of that pay period.

Vacation balance will appear on each pay stub issued to the employee. A bi-weekly report of vacation credits, and used

vacation entitlement is provided by the Payroll Department for the supervisor's reference.

It is the responsibility of the employee to report any discrepancies immediately to the supervisor who will advise the Payroll Department of any amendments.

Permanent Part-time Employees

Part-time employees shall establish credits on the same basis as the aforementioned. Employees will have the option to receive vacation pay as identified below or earned vacation credits on a pro-rated basis that will be credited to a vacation bank. Employees will be given a one-time opportunity to select one of the above options.

All part time employees shall receive vacation pay/credits on a pro-rated basis which will be calculated from the actual regular hours scheduled and are worked. Such vacation pay earned shall be paid in each applicable pay period or credited to the employee's vacation bank, based on their selection.

All vacation pay will be paid or earned at 6% for three (3) weeks, 8% for four (4) weeks, 10% for five (5) weeks, and 12% for six (6) weeks vacation based on the employee's regular rate.

All scheduled vacation may be taken as leave of absence without pay or if sufficient vacation credit is available in their vacation bank, the employee may receive paid vacation time.

Maximum unused vacation credits of up to twenty (20) hours may be carried forward to the next calendar year only.

When a part-time employee moves to a permanent full-time position or vice versa, the employee will receive the better of vacation pay out or earned vacation credit for the current month.

ARTICLE 37 - BIRTHDAY, FLOATER, AND CHILD CARE LEAVE

37.1 Birthday/Floater Leave

Each full-time employee who attains full-time status on or before 31 December of the previous calendar year, and maintains that status up to and including their birthday each calendar year, shall be entitled to leave on their birthday and an adjoining day according to the following:

- (i) At the time of vacation selection the employee shall declare his intention to take his birthday and/or birthday/floater days either on the actual birthday and adjoining day or on days authorized by the Manager, depending on operational requirements. Should the employee's birthday fall on a scheduled off day, a scheduled vacation day or a statutory holiday, the employee shall also declare one of the following options:
 - (a) move the birthday and floater leave to the first scheduled work days following or the first working day prior to their actual birthday; or
 - (b) take the floater day on the last scheduled work day prior to their actual birthday and take the birthday leave day on the first scheduled work day following their actual birthday;
- (ii) The employee is not being paid for such day according to any other provision in this Collective Agreement;
- (iii) No exceptions shall be made to the foregoing for any reason;
- (iv) An employee who has selected to utilize actual birthday and adjoining day and is absent due to sickness or injury on his scheduled birthday/floater day (whichever occurs first), will be allowed to reschedule the birthday/floater leave days within the

calendar year of their actual birthday, or within thirty (30) days of their return to work subject to operational requirements.

If for any reason the birthday/floater is not taken within the calendar year of the actual birthday, the employee will lose these leave days.

- (v) If the birthday or floater day falls on a scheduled work day for an employee the employee shall receive his normal rate of pay that day, either seven and one-quarter (7 1/4) or eight (8) hours' pay, whichever is applicable.
- (vi) When the employee declares his intention to take the birthday and/or the birthday/floater other than the actual birthday or adjoining day as outlined in Article 37.1(i), he must make his request at least ten (10) days prior to the requested date. Such leave shall be approved by the Employer subject to workforce requirements. If the birthday and/or floater leave is not taken within the calendar year, the employee will lose this day.
- (vii) Employees who do not make their selection will have their birthday/floater leave days selected by the Union representative subject to the approval of the Employer. The selection of these leave days will be the sole responsibility of the employee or their Union representative.
- (viii) The floater leave day may be split into two (2) half days subject to prior approval of the Manager. This may only be scheduled in accordance with 37.1(i). This floater may be taken in two halves within the calendar year, i.e. for a seven and one quarter (7 1/4) hour shift, four (4) hours and three and one-quarter (3.25) hours may be taken; for an eight (8)hour shift, four (4) hours and four (4) hours may be taken; no carryover to the next year.

37.2 Family Business Leave

Each employee who attains full-time or part-time status on or before 31 December of the previous calendar year, and maintains that status up to and including the day selected as a family business day, shall be entitled to leave for such day according to the following:

- (i) The employee notifies the Employer in writing ten (10) days or more prior to the day of their intention to take leave with pay;
- (ii) The employee is not being paid for such day according to any other provision in this Collective Agreement
- (iii) Such leaves shall be approved by the Employer based on workforce requirements and such approval shall not be withheld in a discriminatory manner;
- (iv) Failure of an employee to qualify for or to exercise their right to this leave shall negate the current year's entitlement and there shall be no circumstances which give rise to a residual value of any kind;
- (v) A part-time employee shall receive the employee's regular scheduled hours for the day the leave is taken as compensation for the leave day, to a maximum of eight (8) hours;
- (vi) If the family business day falls on a scheduled work day for a full-time employee, then the employee shall receive eight (8) hours' pay at his regular rate of pay for employees who work 40 hours per week. Employees who work 36.25 hours per week shall receive 7.25 hours' pay at their regular rate of pay.

The weekly guarantee of hours of work, as per Schedule "H", Article 23 - Hours of Work, will continue to apply to the leaves in this article.

All leaves described in this Article shall require the employee to provide proper notice. However, based on the circumstances the employee's Manager may waive the required time limits. Approval of such leave shall not be withheld unless operational needs prevent such approval.

Such a waiver shall not give rise to a grievance.

37.3 Child Care Leave

A full-time employee shall be entitled to one (1) day leave with pay to be used for or after the birth of a dependent child in accordance with the following:

- (i) The employee must have completed sixty (60) consecutive calendar days from the employment hire date;
- (ii) The employee shall provide reasonable notice, when possible, of their intention to take such leave with pay, and any such leave must be taken within thirty-one (31) days of the child's birth;
- (iii) This leave shall not be taken on any day for which the employee is being paid in accordance with any other Article in the Collective Agreement.

Failure of an employee to exercise their rights to this leave will negate the entitlement and there shall be no circumstances which give rise to a residual value of any kind.

APPENDIX "A"

BUS DRIVER ASSIGNING AND DETAILING PROCEDURE

In order to permit a reasonable means of administering certain aspects of the Collective Agreement in a consistent and equitable manner, the following procedures will apply:

1. Definitions and Interpretations

- (a) "Assigning" shall relate to work which is developed and listed on the Drivers' Reporting Board ("the Slip") by the Planning section (or alternate) with respect to the next day of operation.
- (b) "Detailing" shall relate to work which is given out or "detailed" to a Driver by an Operations Supervisor after the "Slip" has been posted, either prior to or during the day of operation.
- (c) "Covering" shall relate to work involving the assignment or detailing of a Driver to remain at a specific location where there is a reasonable expectation that additional unscheduled service may be required to be operated.
- (d) A "Standby" shall relate to work where a driver is assigned to report for duty at a particular time and location on a contingency basis, to protect service in the event of late-reported sickness, missed driver assignments, unanticipated service requirements, or similar circumstances.
- (e) A "task" shall mean an activity that is uncrewed and non revenue.
- (f) In this Procedure, "seniority" shall mean "classification seniority".

- (g) Satellite shall mean a homebase location without crewed standby, spare or vacation swing drivers.
- (h) All work which is based at Newmarket, Lincolnville, Barrie or Beaverton, shall be considered as “Newmarket group” work.
- (i) All work which is based at Steeprock shall be considered as “Steeprock group” work.
- (j) All work which is based at Hamilton or Niagara Falls shall be considered as “Hamilton group” work.
- (k) All work which is based at Oshawa, Bowmanville, Peterborough and Ajax shall be considered as “Oshawa Group” work.
- (l) All work which is based at Kitchener/Waterloo, Halton Hills and Aberfoyle shall be considered as “Aberfoyle Group” work.
- (m) All work which is based at Brampton, Caledon and Streetsville shall be considered as “Streetsville Group” work.

2. Long-Term Open Work

- (a) When a full-time crew is expected to be “open” for five consecutive working days or more, it will be offered to full-time spare drivers within the same home base group in seniority order.
- (b) Any spare driver who claims such a crew on a temporary basis will temporarily assume the off-days of such crew, and will be required to retain the crew until it is no longer “open”, such as when a vacation swing driver or the original “signed” driver resumes the crew or another employee is appointed to fill the vacancy. Drivers are not automatically entitled to resume such

claimed crews after they have been filled by other drivers or after a new crew selection (sign-up) occurs. However, should such a spare driver be scheduled for vacation during the affected period, his replacement vacation swing driver will temporarily assume such claimed work, since the swing driver “follows” the work of the driver he is scheduled to replace. A spare driver may not claim an alternate “open” spare crew.

- (c) Any long-term open work which is not “claimed” by spare drivers as outlined above will be assigned to other drivers on the daily Slip.
- (d) In the event that a Bus Driver has been or is highly likely to be absent from work for at least thirty (30) consecutive calendar days due to extended illness, disability or extended leave such as parental leave, and where this involves a home base location where no spare drivers are normally located, then the Union and the Employer will consult on this matter.

Where the timing of return to work is indefinite and the possibility exists that a permanent vacancy will eventually result, then the Employer may elect to fill the position on a conditional basis in accordance with the following

- (i) The position will be offered in order of classification seniority to Bus Drivers with a current standing application for such a position in accordance with Article 8.1
- (ii) The driver who accepts such a position will transfer to the new home base, conditional on the original driver not returning, but the transferring driver’s standing application will remain valid in the even that other vacancies should arise. The transferring driver’s previous position will then be filled in accordance with Article 8.

- (iii) In the event that the original driver should return to work, then the transferred driver will return to his previous home base location, being assigned to any vacant crew or to the spare board as appropriate.
- (iv) If and when it is confirmed that the original driver will not be returning to his position, then the transferred driver will retain the position on a permanent basis, and his standing application will then be cancelled.
- (e) Drivers who select long-term open work which qualifies for mileage and which extends beyond three (3) calendar months in duration, will not be eligible for mileage expense claims beyond the first three (3) calendar months.

3. Voluntary Overtime Duties

- (a) In order to protect their seniority rights for voluntary overtime duties, Drivers must declare their availability according to the section's procedures.
- (b) Drivers will normally declare their availability for voluntary overtime duties by submitting a Bus Driver Volunteer Form.
- (c) When completing and processing a Weekly Volunteer Form, the following interpretations will generally apply:
 - (i) "Off-Day Work" will normally relate to a Driver volunteering for any work on such a day.
 - (ii) "A.M. Only" will usually refer to an open portion of a duty involving the A.M. peak period, or A.M. cover or standby duties.

- (iii) "A.M. Regular" will usually refer to a portion of a duty involving the A.M. peak period and may extend into the P.M. period.
- (iv) "P.M. Only" will usually refer to an open portion of a duty involving the P.M. peak period, or P.M. cover or standby duties.
- (v) "Late Regular/Relief" will typically involve duties in the P.M. peak period that may extend to the completion of the daily service requirements, including abnormal evening service requirements.
- (vi) Drivers will also have the option of selecting "Any Work".
- (d) All drivers assigned on the Slip (including for standby or Covering duties) will be guaranteed to be paid a minimum of 4:00 value hours.
- (e) Drivers who declare their availability for voluntary overtime duties must be willing to accept any assigned work.
- (f) It is the responsibility of all Drivers who have declared their availability for voluntary overtime duties for a particular day to check the posted daily "Slip", in person or by the automated slip telephone line, to determine their assigned duties, if any.
- (g) Drivers who have an acceptable unforeseen excuse for being unable to perform an overtime assignment are required to provide as much advance notification as possible to the Steeprock Operations Control Room or an appropriate Supervisor. Such drivers who "book off" from performing their overtime assignments will lose their voluntary overtime rights:

- (i) for the next seven (7) days on the first occasion in a board period;
 - (ii) for the remainder of the board period, on the second occasion in a board period.
- (h) Drivers who are late for volunteer overtime assignments will be handled in the same manner as drivers who are late for their regular assignment.

4. Reporting Back for Duty

- (a) Drivers who have been absent from duty for an indefinite time due to illness, injury, jury duty, or similar circumstances, must advise of their re-availability for duty prior to 1200 hours in order to be eligible to assume their own normal duty or duties for the following day.
- (b) Drivers who are unable to provide such advice by 1200 hours but who do so later in the day will be placed on a "Standby" or may be assigned any available open work for the following day, and will receive pay value for actual work performed.
- (c) If the Employer requires a Driver to relinquish normal duties due to special circumstances such as court appearance, the Driver is guaranteed to receive at least the scheduled value for the normal duties, provided the modified assignment is completed. In the event that the Driver is unexpectedly made re-available for work after the normal duties have been assigned to another Driver, the original Driver will be detailed alternate duties to be completed within the original scheduled shift and from the same home base, with the original scheduled value protected.

5. Preparation of Daily Slip

- (a) During weeks when “mid-day” driver training or similar special circumstances occur, selected “mid-day” work may be assigned to full-time Vacation Swing Drivers with a scheduled weekly value of significantly less than 40 hours, provided that such drivers are advised of the additional assignment not less than 72 hours in advance.
- (b) As of 1200 hours each day, a list of known open work for the following day will be compiled for each home base group. Each list may include duty’s, part-duty’s, covering duties, standby duties, or other open work. If sufficient drivers are available, duty’s will not be broken up; however, other non-conflicting open work may be grouped together or combined with duties within applicable spread limits. Reasonable duty adjustments may also be implemented to facilitate driver training courses or other special circumstances.
- (c) The work assignments for each home base group will be listed in the following order:
 - (i) Known open work with a pay value of seven (7) hours or greater, including charter work with a known value of five (5) hours or more by order of earliest finishing times.
 - (ii) All remaining work including standbys may be assigned or not assigned to spare drivers at the Employer’s discretion. Such work if assigned will be assigned by earliest finish using assignment sequence numbers as identified in 5(d) of Appendix “A”.
- (d) The crew roster for spare drivers will indicate an “assignment sequence number” for each working day with full-time spare drivers receiving numbers in the 01-40 series. In the event that there is a graduating class of new drivers (which may include

part time), during any given board period, such drivers will be assigned numbers in the 71-90 series. Should spare driver positions become temporarily "open", they may not be temporarily "claimed" by other spare drivers, but will remain vacant until permanently filled. During weeks when any full-time Vacation Swing Drivers are "spare", they will be assigned numbers in the 41-70 series in order of their Vacation Swing Block numbers. The off-days of such drivers in the 41-70 series will be determined by the Employer in accordance with anticipated service requirements, and will be advised by way of the Slip posted on the Tuesday prior to the "spare" week.

- (e) The finalized lists of open work assignments will be used to assign work first to the available spare drivers within each home base group, in order of their "assignment sequence numbers". However, this process must result in all work at "satellite" locations being assigned within its own home base group and all charter work listed under 5(c)(i) being filled; otherwise, such work will be "forced" to the spare driver(s) with the largest sequence number(s). (Example: "5" is larger than "2"). While no spare driver will be assigned duties which would knowingly result in less than nine (9) hours of overnight rest, no driver will be "by-passed" if the finishing time for the current day's duties is unknown. If two or more assignments have the same finishing time they will be assigned by order of least amount of spread to the lower sequence number.

- (f) If for any day there is a surplus of spare drivers at any location, the driver(s) with the largest assignment sequence number(s) may be assigned to remaining open work within another home base group provided that no spare drivers may be assigned to report at a location more than ninety (90) kilometres from their current home base.

- (g) Any remaining open work assignments will next be assigned to drivers who had declared their availability for overtime duties.
- (i) Drivers will not be assigned voluntary duties which would:
- conflict with their normal work assignments.
 - knowingly result in less than nine (9) consecutive hours rest at some point between each day's work assignments.
 - knowingly result in more than twelve hours of "full-rate" duties within one operating day.
 - assign a "standby" when spread would likely result in an overnight rest or hours of-work conflict.
- (ii) Subject to (h)(i), in order of earliest finishing time remaining work will then be assigned to volunteer drivers within the applicable home base group, in accordance with section procedures.
- (iii) Subject to (h)(i), any remaining duties would then be assigned in accordance with section procedures to any drivers in another home base group who had previously declared their overtime availability, provided that no drivers will be required to report at a location more than 90 kilometres from their current home base.
- (h) Should any voluntary overtime duties still remain, they may then be offered to any available driver who can be contacted, regardless of seniority order and regardless of distance between home base and reporting location.

- (i) Should any “unassigned” volunteer drivers remain for any given day, a reasonable number of them will be identified to appropriate supervisory staff for attempted contact.
- (j) Drivers assigned to “Standby” duties will be required to accept any duties subsequently detailed to them within the normal applicable spread limit.
- (k) In view of the above procedure, the pre-assigning of overnight layovers (other than special charters) should seldom be required. When such overnight layovers are required, however, they will be assigned in normal sequence based on the finishing time for the first day’s work, provided that no drivers may be “overnighted” prior to their non-working days, or for a second consecutive night, without their consent.
- (l) The completed Slip for the next day of operation will be posted daily by 1530 hours at Steeprock Operations and by 1630 hours at other appropriate locations, except when this is beyond the reasonable control of the Employer.
- (m) Once the Slip has been posted, no changes to work assignments will be permitted, except in the event of an emergency or as otherwise provided in this agreement.

6. Detailing of Standby Drivers

- (a) Once a Driver has been assigned on the Slip to “Standby” status, any subsequent detailing of duties is not determined by seniority order or full-time versus part-time status. Work will be detailed to “Standby” drivers in order of their reporting time, regardless of the pay value involved. When a “Standby” driver completes a detailed piece of work and then resumes “Standby” status, that driver will be placed “below” any other on-duty “Standby” drivers for subsequent detailing of work.

- (b) "Standby" drivers will be paid at "full rate" until specific work is detailed, when the applicable rates for the work will then apply.

If the detailed work includes a release period at the reporting location of two hours or greater during the work day:

- (i) The work prior to the time of release will be guaranteed a minimum pay value of two hours,
- (ii) there will be no pay for the period of release,
- (iii) not more than one such unpaid period will be detailed during the available spread limit for the day.

Regardless of the above pay practice, subject to service requirements and at the discretion of an Operations Controller or Supervisor, such drivers may be permitted to leave the property for personal break purposes and return at a specified time.

- (c) After a "Standby" driver has been on duty for six (6) hours of elapsed time, that driver must contact an appropriate supervisor and will either be detailed a specific piece of work which can be completed with the applicable spread limit or will be released for the day. At the discretion of an Operations Supervisor, "Standby" drivers may be released prior to the "six (6) hour" limit, but will be guaranteed to receive at least the minimum pay value originally assigned.

"Standby" drivers who are detailed a regular full time scheduled duty will be released at completion of the duty.

- (d) Duties with known finishing times will first be detailed to a "Standby" driver or drivers who can complete such duties within the applicable spread limit. If no such "Standby" drivers

are available, then the “overspread” work will first be offered to on-duty “Standby” drivers in order of seniority on a voluntary overtime basis (subject to overnight rest provisions), prior to being offered to other volunteers.

- (e) Should additional duties become available on the day of operation, reasonable effort will be attempted to make such duties available in the following sequence:
 - (i) Detailed to available “Standby” drivers.
 - (ii) Offered to readily available drivers in accordance with the volunteer list (Appendix A 5(i)).
 - (iii) Offered to any drivers who can be contacted.
- (f) If a driver fails to report for duty as scheduled, the work will be detailed to the first on-duty “Standby” driver who can complete the entire scheduled work within remaining “spread”. If no such “Standby” driver is available, a portion of the work up to its first “natural break point” will be detailed to the first “Standby” driver. Should the original driver subsequently report for duty, that driver will be detailed any remaining open work for the day (possibly including any remaining portion of his or her original work) or will be placed on “Standby”. In such cases, pay will be based on actual work performed, not on scheduled duty value, and the driver may be released at anytime if not required.
- (g) If a spare driver is detailed duties which result in that driver receiving less than nine (9) hours [ten (10) hours for spare drivers who are assigned duties which begin and end at a location other than their normal home base] overnight rest prior to the commencement of the next day’s assigned duties, that driver is entitled to “book rest” for the next morning and will be

required to do so where less than eight hours overnight rest is involved. In such cases, the driver will be detailed an alternate "Standby" or available open work for the next day, which satisfies the overnight rest requirements, but the driver will be guaranteed to receive at least the scheduled value for the original assigned work for that next day.

- (h) In the event that unforeseen circumstances require that particular drivers be detailed an overnight layover, this may occur at the discretion and with the authority of the on-duty Operations Supervisor. However, no drivers may be detailed an overnight layover prior to their non-working days, or for a second consecutive night, without their consent.

7. General Provisions

- (a) Drivers who are assigned to report at a reporting location other than their current home base are eligible to claim vehicle allowance in accordance with the current Expense Policy.
- (b) Nothing in this Procedure will prevent the Employer from exercising its right to require employees to perform work in accordance with the Collective Agreement.
- (c) In the event that actual operating experience results in an apparent need to modify this Procedure, the Union and the Employer will endeavour to make such modifications in a mutually satisfactory manner.
- (d) Bus Drivers are not required to wear ties from Victoria Day Monday up to and including Thanksgiving Day. When ties are not worn, Bus Drivers must wear short-sleeved shirts and only the top button of the shirt may be undone.

APPENDIX “B”

WORKING PROCEDURES FOR STATION OPERATIONS

STATION ATTENDANT FLOATERS ASSIGNING AND DETAILING PROCEDURE

In order to permit a reasonable means of administering certain aspects of the Collective Agreement in a consistent and equitable manner, and to ensure efficient and effective service to the public, the following procedures will apply to Station Attendants and Station Attendant IIs who hold the position of Floater, unless otherwise stipulated elsewhere in this agreement:

1. Definitions and Interpretations

- (a) “Assigning” shall relate to work which is developed with respect to the next week of operation.
- (b) “Detailing” shall relate to work which is given out or “detailed” to a Floater by the Supervisor either prior to or during the day of operation.
- (c) “Covering” shall relate to work involving the assignment or detailing of a Floater where there is a reasonable expectation that additional unscheduled service may be required to be operated.
- (d) Stand by shall relate to work where a floater is assigned to report for duty at a particular time and location on a contingency basis, to protect service in the event of late-reported sickness, missed station attendant assignments, unanticipated service requirements, or similar circumstances.
- (e) In this Procedure, “seniority” shall mean “classification seniority”.

- (f) All work which is based at stations along the Lakeshore West from CNE (including CNE) and Yorkdale shall be considered as “Lakeshore West group” work.
- (g) All work which is based at Danforth Station and east along the lakeshore shall be considered as “Lakeshore East group” work.
- (h) All work which is based at Union Station shall be considered “Union Station Group” work.
- (i) All work which is based on Georgetown and Milton Lines not including Union Station shall be considered as Georgetown group work.
- (j) All work which is based on the Bradford, Richmond Hill, and Stouffville Lines shall be considered Bradford group work.
- (k) Floaters will be appointed through the normal job posting procedure.
- (l) For the purpose of Appendix “B”, part-time Station Attendant and part-time Station Attendant II positions are referred to as part-time Station Attendants unless otherwise identified.

2. Vacation Swing Floaters

- (a) Station Attendants will select vacation schedules in accordance with a procedure to be developed jointly by the employer and the union.
- (b) Vacations will be scheduled only in full weekly blocks, from Saturday to Friday inclusive, throughout the entire calendar year. The maximum number of Station Attendants (within each group) who may be on vacation in each week, will be determined by the employer and will be strictly enforced. Any use of vacation credits on an individual day basis will be

granted only at the sole and absolute discretion of the employer, and will normally only be permitted during weeks when there are spare Vacation Swing Floaters available.

- (c) For each full-time and part-time Station Attendant group, vacation swing blocks will be posted four times per year: January, April, July and October, for possible selection by current Floater Station Attendants within that group, in order of seniority. Floater Station Attendants who select such blocks will be scheduled to replace the Station Attendants on vacation by assuming their shifts and off-days at the time of vacation, provided that the Station Attendant is still located within that group.
- (d) Part-time floaters who select vacation swing blocks which results in less than three (3) days of scheduled work will be assigned additional work or standby status for up to five (5) working days per week.

There shall not be less than three (3) work days for floaters selecting vacation swing work.

- (e) Floater Station Attendants who do not select a vacation swing block for a particular posted period, will become “spare” Floaters for the period, receiving work assignments in accordance with the remainder of this Procedure.

3. Long-Term Open Work

- (a) When a full-time station attendant position is expected to be “open” for five consecutive working days or more, it will be offered to eligible full-time station attendant floaters within the same home base group in seniority order.
- (b) When a part-time station attendant position is expected to be “open” for five consecutive working days or more, it will be

offered to eligible part-time station attendant floaters within the same home base group in seniority order.

- (c) Any long-term open work which is not “claimed” as outlined above will be assigned to other station attendant floaters through the seniority provisions.
- (d) Floaters who declare their assignment will not be allowed to change for the duration of the assignment, unless there is a natural break in the assignment, e.g. pre-assigned vacation relief, known illness of five (5) working days or more, quarterly sign-up.
- (e) However, should such a floater be scheduled for vacation during the affected period, his replacement vacation swing floater will temporarily assume such claimed work, since the swing floater “follows” the work of the station attendant he is scheduled to replace.
- (f) Floaters who select long-term open work which qualifies for mileage and which exceeds three (3) calendar months in duration, will not be eligible for mileage expense claims beyond the first three (3) calendar months.

4. Voluntary Overtime Duties

- (a) Floaters who declare their availability for voluntary overtime duties must be willing to accept any assigned work.
- (b) Floaters who have a reasonable unforeseen excuse for being unable to perform an overtime assignment must notify the Supervisor of this situation at least four hours in advance of the assigned reporting time.
- (c) In order to protect their rights for voluntary overtime duties, Floaters must follow section procedures.

5. Preparation of Work Assignments

- (a) If sufficient floaters are available, shifts will not be broken up; however, other non-conflicting open work may be grouped together or combined with shifts within applicable work groups. Reasonable adjustments to the following days work may also be implemented to facilitate other special circumstances.
- (b) During weeks when Vacation Swing Floaters are “spare”, they will be interfaced with the other spare floaters in the same work group on a seniority basis, for purposes of determining daily/weekly work assignments. The off days of such “spare” Floaters will be determined in accordance with anticipated service requirements.

Floater schedules will be available on the Station Services Web site or via email on Tuesday after 1500 hrs (Wednesday when statutory holiday falls on a Monday). Floaters should contact their regional Supervisors in the event of an electronic failure or if clarification is required.

- (c) If, for any day there is no work available for spare floaters at any location within their own work group, the most junior spare floater(s) may be assigned to remaining open work within the next closest work group and so on.
- (d) The open work assignments will be used to assign work first to the spare floaters available within each work group, in accordance with the following:
 - (i) When firm starting and/or finishing times are known, every effort will be made to ensure spare floaters not be assigned duties which would result in less than ten (10) hours rest (provided that when a firm finishing time for the current day’s duties is unknown, such a floater will not be bypassed on the basis of the rest period.

- (ii) Subject to (d)(i), the work will be assigned to full-time spare floaters in order of seniority.
- (iii) In conjunction with 5(d)(ii), the most senior employee will be assigned in order of:
 - (a) Earliest finishing time on the day shift.
 - (b) Split shift.
 - (c) Earliest finishing time on the afternoon shift.
 - (d) Home base location or closest to it.
- (iv) Subject to (c) and (d)(i), the remaining work will then be assigned to part-time spare floaters in order of seniority.
- (v) In conjunction with 5(d)(iv), the most senior employee will be assigned in order of highest shift value

Note: d(i) applies to all Station Attendants.

- (e) After volunteer permanent station attendants within the applicable location have been assigned work, in accordance with section procedures, any remaining open work assignments will next be assigned to floaters who have previously declared their availability for voluntary overtime duties, in accordance with the following:
 - (i) Floaters will not be assigned voluntary duties which would:
 - conflict with their normal work assignments.
 - knowingly result in less than eight (8) hours consecutive rest between work assignments

- (ii) Should any voluntary overtime duties still remain, they may then be offered to any available station attendant who can be contacted.
- (iii) The focus of Station Attendants' schedules shall be on spread time of 12.35 hours. There may be limited exceptions and the employer may schedule shifts to a maximum 13 hours.

No scheduled shift may be scheduled to extend for longer than 13 hours except by mutual agreement between the Union and the Corporation.

- (f) Floaters assigned to stand by duties are required to accept any duties subsequently detailed to them.

Note: e(i) & (iii) apply to all Station Attendants.

6. Detailing of Stand By Floaters

- (a) Once a Floater has been assigned to stand by status, any subsequent detailing of duties is not determined by seniority order or full-time versus part-time status. Work will be detailed to stand by floaters in the following order:
 - (i) the closest stand by floater who can cover the spread required;
 - (ii) earliest finishing time on the day shift;
 - (iii) split shift;
 - (iv) earliest finishing time on the afternoon shift;
 - (v) if sufficient floaters are available, shifts will not be broken up; however, other non-conflicting open work may be

grouped together within applicable spread limits when necessary.

When a stand by floater completes a detailed piece of work and then resumes stand by status, that floater will be placed "below" any other on-duty stand by floaters for subsequent detailing of work.

- (b) When a floater on standby is released and detailed to return later to perform a specific piece of work there shall be no pay for that released time, provided the time released is two hours or more.

Should the released time be less than two hours then such time will be paid at the applicable rate of pay.

There will be no more than one unpaid period during the spread time available per work day.

Floaters who are released after reporting for work and are detailed to return for specific work assignments later in the day will be allowed a minimum of two hours credit added to their total number of worked hours in that day.

This two hour credit will not qualify for overtime payment unless worked hours and the credit total greater than eight hours in one work day.

Part-time stand by floaters who are not detailed specific work assignments will receive a minimum of three (3) hours pay.

- (c) After a stand by floater has been on duty for six and one half (6 1/2) hours of elapsed time, that floater must contact an appropriate supervisor, and will either be detailed a specific

piece of work which can be completed, or will be released for the day.

Note: Rest for the next day's work will commence at the time of release.

(d) Should additional duties become available on the day of operation, reasonable effort will be attempted to make such duties available in the following sequence:

(i) detailed to available stand by floaters.

(ii) offered by seniority to any on duty station attendant at that location.

(iii) offered to any station attendant who can be contacted.

(e) If a station attendant fails to report for duty as scheduled, the work will be detailed to an on-duty stand by floater who can complete the entire scheduled work. If no such stand by floater is available, a portion of the work will be detailed to the standby floater with the greatest spread time available.

(f) Should the original station attendant subsequently report for duty, that Station Attendant will be detailed the balance of the shift. In such cases, pay will be based on actual work performed. The floater may resume stand by status.

7. General Provisions

(a) Floaters who are assigned to report at a reporting location other than their appointed home base spot are eligible to claim vehicle allowance in accordance with the current Expense Policy.

- (b) Nothing in this Procedure will prevent the Employer from exercising its right to require employees to perform work in accordance with the Collective Agreement.
- (c) In the event that actual operating experience results in an apparent need to modify this Procedure, the Union and the Employer will endeavour to make such modifications in a mutually satisfactory manner.
- (d) Station Attendants are not required to wear ties from Victoria Day (Monday) up to and including Thanksgiving Day. When ties are not worn, Station Attendants must wear short-sleeved shirts and only the top button of the shirt may be undone.

APPENDIX "B1"

STATION ATTENDANT II CLASSIFICATION

The current Station Attendant II classification applies to all limited service lines based on attrition.

E.g. Appendix B.3 Station Attendant II Floaters

- (a) A Station Attendant II Floater will be considered for "open" Station Attendant II work before other floaters are so considered, provided the procedures in Appendix "B" can be followed (e.g. same home base group for long-term open work etc.). While the other Station Attendant Floaters will not perform the cleaning duties of the Station Attendant II classification, a Plant Serviceperson I may perform these duties.
- (b) The first time the Station Attendant II position is filled at a location the position will be posted "Open" to Part-time Station Attendant, Part-time Plant Serviceperson II and Station Attendant IIs. Thereafter, a Station Attendant II position at any converted station will be filled using the normal process including any standing applications from the part-time Station Attendant classification.
- (c) Station Attendant II vacancies will be awarded via Standing Applications from employees in the Station Attendant classification, in accordance with Article 8.1 (6).
- (d) For the purpose of layoff, overtime, job bidding, wage rates etc. Station Attendants and Station Attendant IIs will be treated as one classification.
- (e) All maintenance clothing and equipment normally required for the Plant Serviceperson II position will be supplied to the Station Attendant II.
- (f) A Station Attendant II shift will be considered one continuous piece of work.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT #1

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

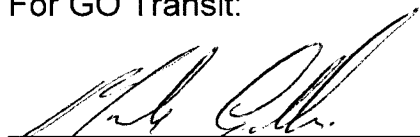
Re: Article 8 – Standing Applications

The parties agree that:

The Employer will issue a reminder notice at the beginning of every year (during the term of this agreement) to advise the ATU membership that Standing Applications are the responsibility of the Employee and therefore, should ensure that a Standing Application always reflects the Employee's current preferences.


Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:




Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #2

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

Re: Schedule B – Joint Benefits Communication Committee

The parties hereby agree to the following:

1. Establishing a Joint Benefits Communication Committee in 2008.
2. The purpose of the Committee is to facilitate enhanced communication and review of Group Insurance Benefits applicable to ATU Local 1587,
3. The Committee shall be comprised of an equal number of representatives from the employer and the union with not more than 6 representatives in total. The Committee shall meet semi-annually and each party may be accompanied by a consultant and such consultant shall be paid by the retaining party.
4. The employer will provide on a semi-annual basis, ATU Census Data; Premium History – ATU/OFPT full-time and part-time; Claims History – Life Claims, LTIP, EHC and Dental; Employee Benefits Group Insurance Policy; Disabled Claims Reserves.
5. It is understood that the Group Insurance benefits to be provided to members of ATU Local 1587 shall be in accordance with the terms and conditions of this Collective Agreement and such interpretation and administration shall be as defined in the applicable Group Insurance Policy (currently Manulife) and shall not be in conflict with any applicable government or insurance regulations.
6. The duties of the Committee will consist of the following:

- Review of the data as stipulated in #4 (above)
- Review of contentious claims and recommendations thereon, when such claims problems have not been resolved through existing administrative procedures, subject to and in accordance with Privacy legislation and regulations
- Should additional information be required in order to review and resolve issues outline in #4 (above), the Committee may request the insurance carrier to provide relevant information, subject to and in accordance with Privacy legislation and regulations
- GO Transit management will continue to manage the employee Group Insurance Benefits program and will continue to select the Carrier through the publicly tendered RFP process on an as required basis.

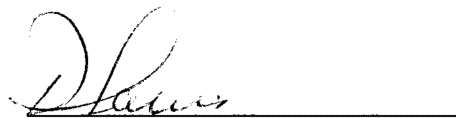
Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:

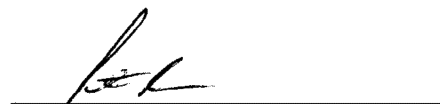


Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #3

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

Re: Contracting Out

Preamble: GO Transit does not intend to contract out Work usually and presently performed by members of the Union. However, when temporary or short-term specialized work is required, it may be necessary or expedient to undertake contracted activities. In those cases, the following principles apply:

The parties hereby agree to the following for the term of the current Collective Agreement:

When the Employer determines its intent to contract out work, the Union will be notified and before finalizing its decision on contracting out of any Work (excluding warranty work), usually and presently performed by members of the bargaining unit, the Employer agrees to meet with the Union to explain the Work to be contracted out, why it is necessary to contract out such work and the business efficiency reasons for the necessity to contract out such Work. The Employer will share with the Union details relevant to the proposed contracting out. The Union will then be afforded an opportunity of fifteen (15) business days to review and, if appropriate, submit satisfactory alternative proposals to the employer allowing for the continued performance of such Work by members of the bargaining unit.

Management will reconsider its tentative decision and will give due consideration to the alternative proposals suggested by the Union before making its final decision. In giving due consideration, the Employer will give preference to its own employees performing the Work provided the

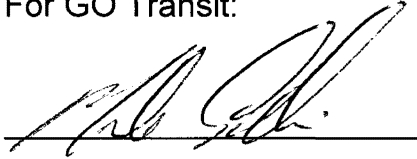
Employer is satisfied that cost-effective resources are readily available in-house.

This Letter of Agreement shall be in addition to provisions outlined under Employment Stability in the current Collective Agreement.

****Note: This letter does not preclude either party from the grievance procedure.*

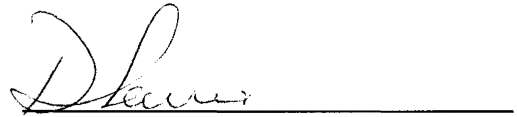
Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:

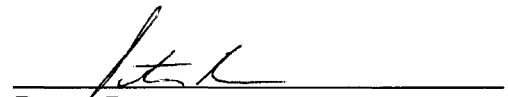


Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #4

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

Re: Birthday/Floater Leaves Process for Bus Drivers

WHEREAS the Parties are governed by a Collective Agreement expiring June 1, 2014;

AND WHEREAS concerns have been raised as a result of Bus Drivers not submitting the appropriate request(s) for *Birthday/Floater Leave(s)*, in accordance with the Collective Agreement;

AND WHEREAS the Employer and the Union seek a satisfactory process, by which to manage the scheduling of *Birthday/Floater Leave(s)* for Bus Drivers only, as outlined in Article 37 of the Collective Agreement;

NOW THEREFORE the Employer intends to implement the following process effective the board period commencing June 28, 2008:

1. All Bus Drivers who are entitled to a *Birthday/Floater Leave(s)* under article 37.1 shall be automatically scheduled for their *Birthday leave* on their actual date of birth, as reflected in the Employer's records, and their *Floater leave* of the first scheduled working day following their date of birth.
2. Should the Bus Driver's date of birth fall on either a scheduled day-off, or a pre-scheduled vacation day, then the *Birthday/Floater Leave(s)* will be automatically scheduled as the two (2) scheduled working days immediately following either the scheduled off day(s) or vacation.
3. Should the Bus Driver desire to alter their *Birthday/Floater Leave*, subject to article 37.1, then they must forward a written request to Bus Planning, and such request must be received by Bus Planning no later than

the Friday of the week immediately following the closing of the Bus Operations Sign-up, for the employee's work location. Approval of such requests will be subject to the following:

(A) Should the Bus Driver request to move their *Floater leave* from the first working day following their *Birthday Leave* to the scheduled working day immediately preceding their *Birthday Leave*, then they will be guaranteed such approval, providing the request is submitted within the appropriate time frames.

(B) Any requests to alter *Birthday/Floater Leave* from the dates automatically scheduled, which are received past the deadline above, will not be considered.

4. This letter of agreement is applicable to Bus Drivers only.

5. The Union agrees that it will not pursue any grievances filed subsequent to the signing of this letter, with respect to Birthday/Floater Leave(s), where it is agreed that the process outlined in this letter of agreement has been followed.

6. This letter of agreement is without prejudice or precedent to the position of either party, with respect to the interpretation of the language of the Collective Agreement, and shall expire with the Collective Agreement.

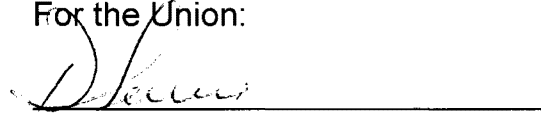
Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:



Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #5

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

Re: Unplanned Overtime in Station Services

The Corporation agrees to meet with the Passenger Services Union Executive to discuss Unplanned Overtime procedures within 90 days of signing of this Collective Agreement. It is also agreed that the Corporation will meet with the ATU on a quarterly basis to discuss any local issues during the term of this Collective Agreement.


Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:



Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #6

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")

Re: Apprenticeships

The parties are agreed as follows:

1. The rate of pay for each competency period of apprenticeship shall be as follows for Coach Technicians:

Apprentice

1st Period = 60% of the Journeyperson's Rate

2nd Period = 70% of the Journeyperson's Rate

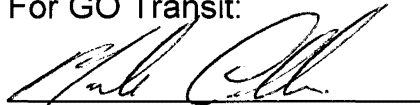
3rd Period = 80% of the Journeyperson's Rate

4th Period = 90% of the Journeyperson's Rate

2. For any additional apprenticeship programs that are introduced by the Employer, the rates of pay for such positions shall be agreed to by the Employer and the Union, and be expressed as a percentage of full wages that is applicable to the period of the apprenticeship.

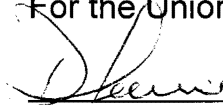
Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:

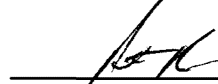


Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary/Treasurer

LETTER OF AGREEMENT #7

Between:

GO Transit (the "Employer")

-and-

Amalgamated Transit Union, Local 1587 (the "Union")


Re: Article 41.3

The Parties have identified the need to clarify the requirement of the Employer to provide the Ontario Safety League (the "OSL") with the required documentation specific to the collision, for the purpose of determining whether the collision was preventable or non-preventable.

In providing documentation to the OSL in accordance with Article 41.3, the Employer will remove all personal information about the drivers involved in the collision. In addition, the Employer will remove all references to pronouns which may disclose the gender of the individuals involved in the collision. In place of pronouns, the Employer will insert the word "Driver"

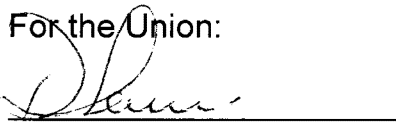
Dated, signed and agreed to in Toronto, Ontario, this 27th. day of July, 2012.

For GO Transit:



Mark Gallina
Manager, Employee / Labour
Relations

For the Union:



Dan Harris
President / Business Agent



Peter Brown
Financial Secretary / Treasurer

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