

2002- 2004 COLLECTIVE AGREEMENT

**THIS AGREEMENT MADE THIS 27 TH DAY OF February A.D.
2002.**

BETWEEN:

**THE REGIONAL MUNICIPALITY OF WATERLOO
(hereinafter referred to as the "Employer")**

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
LOCAL #4304
(hereinafter referred to as *the* "Union")**

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.1 It is the purpose of this Agreement to promote and improve relations between the Employer and those of its employees who are represented by the Union, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the parties hereto.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the sole bargaining agent of all Bus Operators, Certified Motor Vehicle Trade Technicians, **all Specialized Transit Vehicle Operators and Specialized Transit Dispatchers/Reservationists and related service personnel of the Transit Services Division of the Regional Municipality of Waterloo**, save and except for students, supervisors, those above the rank of supervisor, office and clerical employees, **stockkeepers and those employees represented by CUPE Local 1883 and CUPE Local 32.**

Students may be employed throughout the year to perform vehicle cleaning and required traffic, passenger counts or other related duties for the measurement of the transit operations performance.

- 2.2 For the purpose of this Agreement there shall be two (2) Departments - one department hereinafter referred to as department #1(**Conventional and Specialized**), consisting of all persons employed as Bus Operators, **Specialized Transit Vehicle Operators and**

Dispatchers/Reservationists. Another department hereinafter referred to as department #2 (**Fleet**), consisting of all persons classified as Certified Motor Vehicle Trade Technicians and related service personnel.

2.3 The parties agree that this agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario, in all respects including successor rights.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the Employer to:

- a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Employer by statute and/or by-laws of the Employer.
- b) Hire, maintain order, discipline for just cause and to make and alter from time to time, rules and regulations.
- c) The Employer shall be entitled, in an emergency, to use its supervisory personnel to operate the motor vehicles, and related maintenance duties. In this respect, emergency shall mean a situation where no qualified bargaining unit employee is available on site.
- d) The Employer shall be entitled to temporarily assign employees until such time as the position may be filled.

3.2 The Employer recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions

governing the exercise of these rights as are expressly provided in this Agreement, and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to Management and be its exclusive responsibility.

ARTICLE 4: RULES AND REGULATIONS

- 4.1 The Employer has the right to make reasonable rules and regulations for the purpose of efficiency and discipline. The Employer will discuss with the Union all proposed changes in rules and regulations, seven (7) calendar days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Union may respond to such changes within the same seven (7) calendar days should they wish to do so.

ARTICLE 5: CHECK OFF

- 5.1 It is agreed that all Employees covered by this agreement shall become and remain members of the Union in good standing as a condition of employment. During the term of this agreement, there shall be a compulsory check-off of Union dues upon all employees of the Employer to which this agreement applies.
- 5.2 Dues are defined for the purpose of this clause as the regular union dues and initiation fees as prescribed by the constitution of the Union and by-laws of the Union.

- 5.3 a) The Employer will upon completion of an authorization card, signed by an employee covered by Clause 5.1 deduct union dues weekly.
- b) An initiation fee of twenty (20) dollars shall be deducted by the Employer from the first pay period of an employee after being hired.
- c) The Employer shall be notified in writing by the Union thirty (30) working days prior to any required change in deductible assessments.
- 5.4 Such deductions will be made by the Chief Financial Officer and Treasurer of the Employer from the payroll weekly, and shall be forwarded to the Financial Secretary of Local 4304 not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.5 The Employer agrees to include on an employee's T-4 slip for Income Tax purposes the total Union dues paid for the year excluding any initiation fees.
- 5.6 The Union agrees to indemnify and save the Employer from claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.

ARTICLE 6: STRIKES AND LOCKOUTS

- 6.1 During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there

shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the permanent, temporary and part-time employees.

ARTICLE 7: CORRESPONDENCE

- 7.1 Copies of all resolutions of **Regional** Council that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the local President of the Union by the **Employer**.
- 7.2 All correspondence between the parties hereto arising out of this Agreement or incidental thereto, shall pass to and from the **Director of Employee Relations** or designate and the President of the local Union, with *two* (2) copies to the Local Chairperson.

The provisions of this Clause shall not apply to the dues deductions outlined in Article 5 and the Grievance Procedure outlined in Article 12.

ARTICLE 8: LAYOFF AND RECALL

- 8.1 a) In the event of a layoff, permanent employees shall be laid off by job classification within their department. The last permanent employee hired in a classification shall be the first permanent employee laid off in that classification, and the last permanent employee laid off in that classification shall be the first permanent employee recalled to that classification subject to Article 30.2 and Article 39.3.

Seniority shall govern within the respective department, provided that the permanent employees affected are of equal skill, ability and competence.

- 8.2 A permanent employee laid off may exercise their bumping rights within their department in any **job** classification in their bargaining unit having a rate of pay the same as theirs or lower providing they are bumping a permanent employee with less seniority and they presently possess the required skill and ability to perform the job.
- 8.3 A permanent employee who is laid off may displace a temporary or part-time employee, provided that the laid off permanent employee accepts all of the terms and conditions of employment applicable to the temporary or part-time position and is presently possessed of the required skill and ability to perform the job. A permanent employee's recall rights shall not be affected by the fact that they have displaced a temporary or part-time employee. A permanent employee exercising their bumping rights will retain their rights to recall to their laid off classification.
- 8.4 In the event of a layoff the Employer shall discuss with the Union the job classifications to be laid off at least **sixty (60)** days before the effective date of the layoff, and confirm such in writing.
- 8.5 The Union shall be notified in writing of all employees being laid off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 30 and Article 39 Seniority.

ARTICLE 9: UNION REPRESENTATION

- 9.1 The Bargaining Committee of the Union shall be composed of:
- a) The Local President and Local Chairperson, or an alternate officer of the Local;
 - b) One representative from each area (Conventional, Specialized and Fleet)

The Union will advise the Employer of its appointees to the Bargaining Committee.

- 9.2 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee.
- 9.3 The Union will advise the Employer of the names of the members of the Grievance Committee. **No** more than three (3) members of the Grievance Committee shall meet with the Employer at any one time.
- 9.4 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the Employer.
- 9.5 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer representatives on Union business, or for bargaining for a collective agreement, shall be paid for such time at their basic hourly rate, and shift and licence premiums, not to exceed their regular daily hours of work.

The request will be in writing or by electronic mail in advance of a requested leave. Where ever possible, forty-eight (48) hours notice will be provided to the Employer.

- 9.6 a) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.
- b) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their supervisor of the nature and place of the grievance. The supervisor shall grant such release provided it will not cause a significant interference to their work schedule.
- c) Upon entering the section or work area of a supervisor, other than their own, the Grievance Committeeperson will inform that supervisor of the nature of the grievance they are investigating.
- d) If requested by the Grievance Committeeperson, the aggrieved permanent employee will be released to discuss their grievance, provided it will not cause a significant interference in their work schedule.
- e) The Employer will pay the Grievance Committeeperson and the aggrieved permanent employee, or one (1) representative in the case of a group grievance, at their basic hourly rate for the time spent processing grievances, provided such activity takes place on Employer premises and that all requirements of this Article have been observed by the Grievance

Committeeperson and the aggrieved permanent employee or group representative.

- f) The Grievance Committeeperson will inform the aggrieved permanent employee's supervisor when the investigation is completed. The Grievance Committeeperson will also inform their supervisor of their return to their regular job.
- g) The Employer shall not be liable for the pay of any member of the Union executive or other permanent employee represented by the Union when involved in preparation for, or attendance at arbitration hearings.
- h) Grievances shall not be investigated or processed while the permanent employees involved are working overtime.
- i) There will be no abuse or excessive use of time spent investigating grievances.

9.7 The Union President or designate will be relieved from work and allowed twenty (20) minutes to acquaint a new employee(s) with the Collective Agreement and the Union's function within one (1) month of the hire date of the new employee(s). The aforementioned twenty (20) minutes will be scheduled by the Employer. If the orientation is scheduled during non-working hours, a maximum of twenty (20) minutes straight time hourly rate will be paid.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 It is the mutual desire of the parties hereto that complaints of

permanent employees shall be adjusted as quickly as possible. Such complaints shall be acted upon in the following manner and sequence.

In this Article a grievance shall consist of a dispute concerning interpretation and application of the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of this Agreement the question may be taken up through the following steps of the grievance procedure and determined if necessary by arbitration.

In all of the steps where time limits are named as days only, it is agreed that Saturdays, Sundays and paid specified holidays except floating holidays are excluded.

Step I

It is understood that a permanent employee has no grievance until they have first given their Supervisor or the **Assistant Manager** or nominee, as the case may be, an opportunity of adjusting their complaint.

In discussing such complaint, the permanent employee **shall clearly indicate that the discussion is a Step I grievance.** The permanent employee or the Employer may request the presence of a union representative.

Such complaint shall be discussed with the Supervisor or the **Assistant Manager** or nominee, within five (5) days after the circumstances giving rise to the complaint having occurred, **and the Supervisor or the Assistant Manager or nominee will render their decision within five (5)**

working days following the day on which the complaint was presented. Failing settlement, it may then be taken up as a grievance within three (3) days following the decision of the Supervisor or the Assistant Manager *or* nominee.

Step 2

Failing settlement at Step 1, the Chief Steward may file a written grievance with the Director, Transit Services or nominee. The written grievance signed by the grievor, must contain the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated. The grievance must be filed in person with the Director, Transit Services or Nominee at which time a grievance meeting date shall be agreed upon but which should be within five (5) working days after filing said grievance.

The Manager and/or Director, Transit Services or nominee will deliver their decision in writing within five(5) days following the day on which the grievance is presented to them. They will also distribute copies of the original grievance and their answer to the Supervisor and Assistant Manager.

Failing settlement - then Step 3 may be invoked

Step 3

Within five (5) days following the decision under Step 2, the Grievance Committee may submit the written grievance to the Employer's Director of **Employee Relations** or designate.

A meeting will be held within seven (7) days at which time the matter will be reviewed. The **Director of Employee Relations** or designate will deliver their decision within seven (7) days from the date on which the meeting was held under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Clause 10.3.

10.2 A policy grievance arising directly between the Employer and the Union alleging a violation of this Agreement, in regard to which an individual permanent employee could not grieve, may be originated under Step 3. Failing settlement under Step 3, it may be submitted to arbitration in accordance with Article 11.

Such grievance by the Employer or by the Union as provided in this Clause, may be lodged at any time within twenty (20) full calendar days after the circumstances giving rise to such grievance occurred or originated.

10.3 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration, as set forth in Article 11.

If no written request for arbitration is received within twenty (20) full calendar days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for arbitration.

10.4 Replies to grievances shall be in writing at **all** stages.

- 10.5 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and Union and the permanent employee(s).
- 10.6 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 10.7 Where no answer is given within the time limits specified in the grievance procedure, the permanent employee(s) concerned, the Union and the Employer shall be entitled to submit the grievance to the next step of the grievance procedure.
- 10.8 The Employer will supply the necessary facilities for the grievance meeting.
- 10.9 A grievance arising from a complaint involving more than one (1) permanent employee may be considered a group grievance. The names and payroll numbers of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee to be present at any step in the grievance procedure.

ARTICLE 11: ARBITRATION

- 11.1** Any dispute or grievance which has been carried through all stages of the grievance procedure in accordance with the Collective Agreement and which has not been settled, will be referred to a single arbitrator pursuant to the Ontario

Labour Relations Act, at the request of either of the parties hereto, (subject to time limits in Clause 10.3).

- 11.2 The expense of the arbitrator shall be shared equally between the parties.
- 11.3 The time limits fixed in both the grievance and arbitration procedure, may be extended by mutual consent of the parties to this Agreement.
- 11.4 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the grievor(s) and/or any other relevant witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.5 The decision of the arbitrator shall be binding on both parties. The arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.

ARTICLE 12: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

- 12.1 The following procedure is meant as a guideline for the Employer's investigation of alleged misconduct of an employee:
 - a) When the Manager or designate deems it necessary to

interview an employee, the employee will be interviewed in order to ascertain information as well as the employee's views on the matter. Care will be taken to ensure privacy during the interview. If the employee requests a Union representative, a Union representative will be present.

- b) Upon completion of the Employer's investigation, the employee and the Union will be advised verbally of the conclusion(s) reached.
- c) Nothing in this Article shall be construed as restricting the Employer's right to suspend without pay an employee pending the outcome of an investigation.

12.2 When disciplining in writing an employee, either as a consequence of Clause 12.1 or otherwise, such notice shall be forwarded to the last known address of the employee. A copy of such notice shall be given to the Union. Such notice may be given verbally to the employee in question, prior to confirmation in writing.

12.3 A claim by a permanent employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) calendar days after the discharge, suspension or demotion and the first step of the grievance procedure will be omitted in any such case.

Such special grievance may be settled under the grievance and arbitration procedure by:

- (a) confirming the Employer's action in dismissing, suspending or demoting a permanent employee; or
- (b) re-instating the permanent employee with full compensation and seniority for the time lost; or
- (c) by any other arrangement which is just, in the opinion of the parties, or the arbitration board, if appointed.

12.4 Management, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than twenty-four (24) months previous to such incident.

12.5 In the event that Management receives any complaint which will form the basis of current or future discipline against an employee(s), the employee(s) will be provided with a copy of such complaint (including any documentation) prior to any meeting with the Assistant Manager or above, and will have the opportunity to review the complaint with a union representative immediately prior to any meeting with management. Only signed customer complaints against an employee will be considered for disciplinary purposes **or** become part of any employee's personnel file.

12.6 Union representatives shall be chosen from those who

are available and preferably the physically closest available. This does not preclude a member or the Union from requesting issue specific representation.

ARTICLE 13: SPECIFIED HOLIDAYS

13.1 Each permanent and temporary employee covered by this Agreement is entitled to eleven (11) paid specified holidays regardless of the day on which the holiday occurs, and who has worked their regular shift on their regular work day preceding such holiday and the regular work day succeeding such holiday, or has obtained authorized leave of absence for such work day, the Employer has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they are scheduled to do so. The holidays to which this will apply are:

New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day.

If the Holiday falls within the employee's annual vacation the employee may take an extra day off (lieu day) or extra day's pay, within the same calendar year. The decision as to which shall apply must be made by the employee during the respective vacation sign-up for Department #1 and #2.

The individual scheduling of lieu days will be on a first request basis and requires mutual agreement of the

employee and the respective Manager and/or requirements and scheduling priorities.

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called a floater holiday. The individual scheduling of this floating holiday will be on a first request basis and requires mutual agreement of the employee and the respective Manager and/or requirements and scheduling priorities.

The following qualifications will apply to the floater holiday:

- a) it must be taken during the calendar year
- b) failure to take the floater forfeits all entitlements to the holiday
- c) the floater holiday will not apply to employees **unless they have been employed by the Employer thirty (30) days before the third Monday in February.**

13.2 This Article does not apply to employees in receipt of Long Term Disability benefits.

ARTICLE 14: LEAVE OF ABSENCE

14.1 Leave of absence without remuneration will be granted for Union business and may be granted to any permanent employee up to a maximum of three (3) months.

During such leave of absence, no permanent employee may accept employment for wages or salary except with the

Union or any other labour organization affiliated to the Canadian Labour Congress. Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Employer and the Union.

- 14.2 a) Not more than two (2) permanent employees at any one time may be granted unpaid leave of absence to work in an official capacity for the Union for any period up to three (3) months.
- b) Up to four (4) Union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union business.

All requests for such leave must be made in writing to the **Director, Transit Services** or designate with a copy to the **Director, Employee Relations** or designate, and be signed by the President of the Union or designate and the permanent employee(s) concerned.

- 14.3 Notwithstanding the provisions of 30.2(d) & 39.3(d), unlimited leave of absence without remuneration may be granted by the Employer to no more than one (1) permanent employee to work in an official capacity in a full-time position as a representative of the Union. All requests for such leave must be made in writing to the **Director, Employee Relations** and be signed by the Union and the permanent

employee concerned.

14.4 The Employer may grant leave of absence for any reason it sees fit, but under no circumstances shall a leave of absence be granted for the purpose of engaging in work outside the Employer's service. **Unpaid leaves of absence shall only be considered once all floaters or lieu days have either been used or paid out. Such unpaid leave of absence shall not be unreasonably requested or withheld.**

ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT

15.1 Permanent employees who are required to serve as jurors or subpoenaed witnesses in any court shall be granted leave of absence for these purposes. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Prior to jury duty or as a subpoenaed witness, such permanent employee shall present to their **Director, Transit Services**, a satisfactory certificate showing the period of such service.

15.2 Such permanent employee will be paid full salary or wages based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the **Assistant CAO, HR or designate**, the full amount of compensation received, less the amount earned on their days of rest, excluding mileage and travelling expenses, and an official receipt therefore. For purposes of this Article, computation of "their normal scheduled work day" shall not include travel time.

- 15.3 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because he/she performed jury or witness duty.
- 15.4 If a permanent employee is subpoenaed by the Employer to appear as a witness for or on behalf of the Employer on a signed for scheduled day off, the employee will be paid up to a maximum of eight **(8)** hours at their regular wages providing they present to the **Director, Transit Services** a satisfactory certificate showing the period of such service, and further provided they deposit with the Chief Financial Officer and Treasurer of the Employer the full amount of compensation received from the court.

The intent of Article 15.4 is that only in instances where the Employer is subpoenaing the permanent employee will payment be made. If the subpoena is issued on behalf of anyone else this language does not apply.

ARTICLE 16: BEREAVEMENT PAY

- 16.1 In case of a death of a permanent employee's spouse, child or stepchild, the Employer shall grant a leave of absence of five (5) consecutive working days to the permanent employee with pay based on their normal scheduled work day. Such days are to be taken within either five (5) working days before or after the day of the funeral.

In the case of a death in the immediate family of a permanent employee, the Employer shall grant a leave of

absence of three (3) consecutive working days to the permanent employee with pay based on their normal scheduled work day. Such days to be taken within either five (5) working days before or after the day of the funeral.

“Spouse“ shall be defined as per government regulations. The term “spouse” shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Human Resources division in the manner and form prescribed by the Employer.

“Immediate family” shall be deemed to mean - father, mother, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandparents or grandchild.

16.2 In respect to attendance at the funeral of a step-brother, step-sister, brother-in-law, a sister-in-law, spouse’s grandparents, son-in-law, or daughter-in-law, the Employer shall grant a leave of absence of one (1) day to the permanent employee with pay, based on their normal scheduled work day.

16.3 For purposes of this Article, computation of “their normal scheduled work day” shall not include travel time.

16.4 Where an employee is a pall bearer for a present employee or a retired employee of ten (10) years of service or more, such employee will be granted a one (1) day paid leave to act as a pall bearer.

ARTICLE 17: MEDICAL EXAMINATIONS

17.1 Employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Supervisor and/or **Assistant Manager** by the employee prior to coming to their work assignment. The Employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Employer.

17.2 An employee may be required to submit to an examination by the Employer's medical examiner or by another physician selected by the Employer. The employee and the Employer shall be entitled to a copy of the report of such examination. The Employer will pay the cost of the medical examination.

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Employer without consent of

the employee, who may wish to use the same in support of a claim for special consideration.

- 17.3 Permanent employees who are required to undergo a Ministry of Transportation medical in order to maintain a driver's licence, and such licence classification **is** a condition of employment, will have the cost of such medical paid for by the Employer providing the permanent employee elects to have the medical completed by a physician selected by the Employer.

Permanent employees electing to have the medical completed by their own physician, upon presentation of a receipt of payment will be reimbursed up to the amount the Employer would have paid should the permanent employee have had the medical completed by the Employer's Physician.

ARTICLE 18: INVESTIGATIONS OF ACCIDENTS / INCIDENTS

- 18.1 All employees must complete their initial **accident/incident** reports at the scene of the **accident/incident** and complete same within their scheduled hours of work. In certain instances Management will direct that the **accident/incident** report be completed after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay, but the report shall still be completed on the Employer's premises. **Where an employee is unable to complete the accident/incident report the day of the accident/incident due to a reason**

acceptable the Employer, the report must be completed by noon the following day at a time outside of their scheduled hours of work (i.e. not relieved) at the appropriate rate of pay. In all cases the completion of the accident/incident report shall be on the Employer's premises. The parties further agree that Article 34.1 is not applicable.

One (1) Union representative will be on the Collision Review Committee. In the event an employee is assessed as having a preventable accident/incident, the parties agree that the penalty will not form part of the employee's file until such time as the appeal process has been completed.

ARTICLE 19: OPERATIONS AND UNION MANAGEMENT COMMITTEES

19.1 There shall be an Operations Committee. The Union shall appoint seven (7) members to the Committee as follows:

- two (2) from North Conventional
- one (1) from South Conventional
- one (1) from North Fleet
- one (1) from South Fleet
- one (1) from Specialized Vehicle Operators
- one (1) from Specialized Dispatcher/Reservationist

19.2 The Employer shall appoint members from its supervisory staff as required.

19.3 The Operations Committee shall meet once each month. Employees attending Operations Committee meetings who have been relieved from their scheduled duties to attend such meeting, shall be paid for all regularly scheduled hours. Employees attending these meetings on their own time, shall be paid for a maximum of two and one half (2 ½) hours.

Meeting times as above shall not be deemed to be time worked for the purpose of calculating overtime or spread time pay.

Operations Committee meetings shall deal with matters pertaining generally to the welfare of both parties to this Agreement. Improvement in service and operations shall be discussed.

19.4 Meetings of Union Management Committee, with not more than five (5) employees who are members of CAW Local 4304 and two of whom shall be part of the Union Executive, shall be held monthly or at a time mutually agreed upon by the parties. The parties agree to forward agenda items in writing seven (7) days in advance of the meeting. It is agreed that such meetings are for the sole purpose of discussing issues arising from the application or interpretation of the collective agreement. Matters which are the subject of open grievances which have been filed shall only be discussed at the union management meetings with the agreement of both parties and only where all other matters on the agenda have been dealt with.

ARTICLE 20: BULLETIN BOARDS

20.1 Bulletin boards shall be provided in all departments for Union purposes. The Union shall have the right to post general notices of Union activities but shall not, however, post notices which are of a civic or personal nature or notices which are derogatory.

ARTICLE 21: EMPLOYEES

21.1 There shall be various categories of employees. There shall be permanent employees, temporary employees, part-time employees and apprentice employees.

Permanent Employees - shall be any regular full-time employee filling any position covered by and holding seniority rights under the terms of this Agreement. Permanent employees are the only employees coming within the entire scope of this Agreement.

Part-Time Employees - part time employees may be employed but shall not exceed a maximum of twenty per cent (20%) of the total workforce. Such part time employees shall not work in excess of twenty four (24) hours in a week and shall be used only to supplement the full time work force. All regularly scheduled service shall be part of the regular full time operator **bid** list.

The primary purpose of part time employees is to provide the Region with flexibility to enable the Region to meet its operational requirements and when full time employees are not available for their regular schedule due to vacation, leaves of absence, illness or injury.

Part-time employees are within the scope of this Agreement only insofar as basic pay, check off, and the Grievance and Arbitration Procedure in respect to discipline only.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months. Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment, at the discretion of the Employer. Any temporary employee retained for a period of more than ten (10) months shall automatically become a permanent employee. **Temporary Employees shall be used to replace permanent employees on extended absences (i.e. a week or more). In Specialized only, temporary employees may be used to cover vacation.**

A temporary employee who is placed on permanent staff will be placed upon the seniority list within their department in accordance with their term of continuous service with the Employer from the employee's last starting date. Temporary employees are within the scope of this Agreement only insofar as basic pay is concerned, unless otherwise specified herein.

ARTICLE 22: PAY PERIOD

22.1 The interval between pay days shall be no longer than seven (7) calendar days.

ARTICLE 23: COPIES OF AGREEMENT

23.1 The cost of printing copies of this Agreement, which shall be printed in a **unionized** shop, shall be borne **by the**

Employer.

ARTICLE 24: JOB SECURITY

24.1 No employee who has completed their probationary period shall be laid off as a result of the Employer exercising its right to contract out.

24.2 In the case of warranty work, the Employer shall endeavour to have such warranty work completed by appropriate agents of the original equipment manufacturer (OEM). When viable, the Employer will arrange to provide training and courses that will furnish the bargaining unit employees with such certification necessary to complete such warranty work. In such cases where the OEM agrees and it is viable for the Employer, a Regional employee with such certification may complete such warranty work.

24.3 Where practicable and viable, should the manufacturer's agent perform the work at the Employer's facility, a bargaining unit member shall be assigned to accompany and assist the agent.

24.4 No less than thirty (30) days before the Employer makes a recommendation to any Committee of Council to contract out work or services that could be performed by employees of the bargaining unit, the Employer shall make available to the Union any relevant information in its possession if requested, and which it can reasonably obtain that may be required by the Union to evaluate the work to be undertaken in order to discuss

the matter with the Employer.

ARTICLE 25: VEHICLE SAFETY AND DRIVER'S LICENCE

25.1 It is to the advantage of both the Employer and the employees that employees should not operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee refuses to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

25.2 It is a condition of employment that an employee at all times shall hold a valid driver's licence in the required licence classification. Further, it is the obligation and responsibility of the employee to immediately inform the supervisor in writing of the loss of driving privileges and/or driving prohibition and/or the change in any classification. In any case, where an employee has lost their driving privileges, they shall immediately be prohibited from operating any Regional motor vehicle. Upon notification of loss of driver's licence and/or driving prohibition, the employee will be laid off from work for the same period and length of time that the employee cannot perform all regular duties.

Where an employee has had their licence suspended or

received a reduction in a required licence classification for medical reasons, the employee shall immediately advise their supervisor. The Employer agrees to provide reasonable accommodation to the point of undue hardship in such cases.

ARTICLE 26: EMPLOYEE BENEFIT PROGRAM

26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the by-laws of the Employer.

26.2 An outline of the Hospital and Medical Care Plans, Group Life Insurance, Basic Dental Plan, Extended Health Care, Long Term Disability Plan, Workplace Safety Insurance Benefits, Sick Leave and Pension benefits is contained in Schedule "C" attached hereto and forming part of this Agreement.

ARTICLE 27: HEALTH AND SAFETY

27.1 The Employer agrees to make all reasonable provisions for the health and safety of all employees during working hours by providing the necessary safety devices, clothing or equipment that may be required for the protection of its employees. The Employer will further attempt to resolve health and safety issues in an effective and efficient manner within reasonable time frames. The employees will co-operate by observing safety practices.

The Employer further agrees to maintain for the life of

the agreement the current standards as laid out in the Occupational Health and Safety Act R.S.O. (1990) as a minimum standard in effect as of the date of ratification of this agreement pertaining to:

- a) Joint Health and Safety Committee (s. 9 of OHSA)
- b) Company Duties (s. 25 OHSA)
- c) Disclosure of Information [ss. 26 (1)(c)(d)(e)(f)]
- d) Right to Accompany Inspectors (ss. 54 (3))
- e) Right to Refuse Unsafe Work (s. 43)

27.2 The Employer will pay the cost of legislated certification training for two (2) Union Health and Safety Committee members.

ARTICLE 28: TECHNOLOGICAL CHANGE

28.1 Technological change shall be defined as the introduction of equipment different in type from that previously utilized which negatively affects an employee's employment status such that the person is declared redundant or the hourly rate of pay is reduced. The Employer agrees to notify the Union of such technological change as far in advance of its intentions and plans but at least sixty (60) days in advance of the introduction of the change.

Such notice shall be given in writing and shall contain pertinent data including:

- a) the nature of change (eg. changes to working conditions, terms and conditions of employment,

and skills required)

- b) the approximate date of which the Employer proposes to effect the change
- c) the approximate number, type and location of employees likely to be affected by the change.

The Employer shall provide the Union with regular information updates.

The parties shall meet to discuss the following options, in the order listed, for any employee whose position is declared redundant or who is affected by displacement as a result of technological change:

- a) placement in a vacant position of equal or lesser classification for which the employee possesses the skills and ability;
- b) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period;
- c) training at the Employer's expense, for a period of time not to exceed two hundred and forty (240) hours over two months, if needed to provide the employee with the skills required by the new method of operation or to fill an existing vacancy of equal or lesser classification.

DEPARTMENT # 1

ARTICLE 29: PROBATION OF EMPLOYEES

Note: Where there is language listed in department #1, language applies equally to Conventional and Specialized Transit unless it is specified by an asterisk (**).

29.1 All persons hired to be permanent employees, shall be on probation for ninety (90) days worked. The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

ARTICLE 30: SENIORITY

30.1 The Employer will provide the Union President a seniority list for department #1 twice per year, showing names, positions and seniority date of each permanent employee.

30.2 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;
- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; unless medical information indicates that a return to work is possible, In this case, the Employer will accommodate the employee to the point of undue hardship.

- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is lesser;
- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled. These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons.

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has so lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

30.3 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills, qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit. The Employer agrees that it has the duty to accommodate to the point of undue hardship in accordance with the Ontario Human Rights Code.

30.4 A permanent employee, transferred or promoted to a position outside of the bargaining unit, but within the Transit Division, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of three (3) calendar months in the event they move to a permanent vacancy outside of the bargaining unit, unless prior to the expiration of three (3) calendar months they are returned to the bargaining unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.
- b) for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of the bargaining unit. This may be extended by mutual written consent of the parties.

If a promoted or transferred permanent employee returns to their former position within the period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee temporarily acting in a supervisory position shall continue to accumulate seniority, and any disciplinary action with respect to such permanent employee shall be subject to the grievance procedure.

30.5 A part-time employee who is hired to a permanent employee without a break in service shall be credited with one half ($\frac{1}{2}$) of their in-service hours worked towards their probationary period to a maximum of two (2) months.

30.6 There shall be two seniority lists in department #1. One list shall be for Conventional Transit Operations staff and one shall be for Specialized employees. There will be divisional seniority lists (north and south) for the purposes of Article 32 (Vacation), Article 33 (Overtime) and Article 36 (Sign up).

ARTICLE 31: JOB POSTING

31.1 With respect to Bus Operators, the Employer will place a permanent job posting in all departments covered by this Agreement. Interested members of the bargaining unit may place an application at any time. Qualified applicants may be considered when vacancies occur.

31.2 In filling a posting, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the permanent employee with the greater seniority shall be selected.

31.3 The Union shall be advised in writing as to the outcome of all job postings and appointments, cancellations or changes,

within thirty (30) working days from date of occurrence. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the grievance procedure.

31.4 The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

31.5 a) A vacancy for a supervisor in department #1 shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #1 however, the Employer shall not be obligated to select a Supervisor from the applications submitted from department #1.

b) An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the grievance and arbitration procedure.

31.6 If the Employer declares a vacancy in either the north or the south division, employees in the other division will be entitled to apply under the following conditions:

a) If the vacancy is in the north division, employees in the south division will be entitled to apply and vice versa.

b) If a vacancy in the north division is filled by an employee from the south division, employees in the north division shall be entitled to apply for the resulting vacancy in the south division and vice versa.

versa.

- c) **All further resulting vacancies created by the movement of employees between divisions shall be filled at the discretion of the Employer, within 12 months of date that the vacancy was declared.**

ARTICLE 32: VACATIONS

- 32.1 a) The qualifying year for **Conventional Operators** shall be from November 1st to October 31st.
 - b) The qualifying year for **Specialized Operators and Dispatchers/Reservationists** shall be from January 1st to December 31st of the current year.
- 32.2 Vacations must be taken within the twelve (12) month period commencing January 1st in each year and vacations shall not be accumulated. Permanent employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying one (1) week's vacation to the next vacation period. Requests shall be made in writing to the **Director, Transit Services** at least two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management. Where such permission *is* granted, the one (1) week carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.
- 32.3 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis:

Less than 1 year -	1 day per completed month of service (max. ten (10) days)
Not less than 1 year - But less than 3 years	2 weeks
Not less than 3 years - But less than 9 years	3 weeks
Not less than 9 years - But less than 16 years	4 weeks
Not less than 16 years - But less than 24 years	5 weeks
Not less than 24 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

32.4 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay plus shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holiday, and shift premiums in addition to gross hourly wages earned including overtime.

32.5 a) In the vacation year, permanent **Conventional**

employees shall receive forty-two and one-half (42 ½) hours pay for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of November of each year.

- b) For **Specialized** employees, vacation pay shall be forty (40) hours for each week's vacation to which they are entitled. Vacation pay-up will be on the last pay date of November of each year.

32.6 When the employment of a permanent employee is terminated, they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.

32.7 The vacation sign-up shall be conducted in the following manner. On November 1st or within seven (7) days thereafter in each year, the following shall be posted by Management:

- a) a vacation entitlement list, listing the number of weeks each permanent employee *is* entitled to in the upcoming vacation period. Employees are listed according to seniority.
- b) a vacation schedule for the following calendar year, detailing the actual vacation weeks and the number of permanent employees eligible to sign in each week.
- c) a vacation sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Employees are listed according to seniority.

Conventional Transit shall conduct their vacation sign-up over **a four (4) day period in the north and a one (1) day**

period in the south, and Specialized Transit shall conduct their sign-up over a one **(1)** day period, unless otherwise mutually agreed upon. The dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The vacation sign-up shall be held at the location listed on the vacation sign-up schedule. The vacation sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the vacation sign-up schedule). The vacation sign-up shall be jointly conducted by one (1) Representative of Management and one **(1)** representative of the Union. The Union representative shall be paid by the Employer.

Permanent employees shall **be** prepared to sign on the date and at time requested. **A** sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee shall be determined. Permanent employees are listed according to seniority. All employees **will** be assigned a specific ten **(10)** minute period **of** time **to** sign and must be finished signing, prior to or when their ten **(10)** minute time segment expires.

Employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf at the scheduled time. Such a proxy shall be authorized in writing, signed, and dated by the employee appointing the proxy, and shall be submitted to Management prior to commencement of the vacation sign-up. Any permanent employee who fails to sign up by a means previously stated, within their time period, shall have their vacation scheduled at the discretion of the

Management and Union representatives conducting the sign-up.

32.8 No permanent employee shall be entitled to take more than two (2) weeks vacation during the period commencing with the fourth Monday in June and ending with the second Sunday in September. However, any employee entitled to three (3) or more weeks vacation may elect to hold one (1) week on the premise of obtaining an additional week during the above period. Any employee choosing this option shall notify the Union President or nominee and Management representative conducting the sign-up.

**Vacation weeks that were “held back” will be inserted into the vacation sign up holiday spare number that corresponds to the seniority of the operator who held the week back. In addition, when operators leave the employ of the Region thus creating “open” weeks in the vacation board, it will be adjusted prior to each work sign up. These adjustments will ensure that holiday spare work is aligned in seniority order.

Vacations shall not be divided into periods of less than one (1) week.

Employees with less than one (1) week’s credited vacation may not schedule their vacation entitlement during the above mentioned period.

32.9 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer having regard to seniority and the work and service required to be done and provided.

32.10 Vacation pay shall be paid by the **Payroll Division** in accordance with the vacation schedule completed by permanent employees in accordance with Article 32.7

32.11 This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 33: HOURS OF WORK AND OVERTIME

33.1 The standard work week for permanent and temporary employees in Department #1 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period, commencing with a Monday, and shall be paid a minimum of eight (8) hours pay per day worked. Failure to perform the work as assigned will result in forfeiture of the minimum for the day. It is understood that the provisions of this Article shall not be a guarantee as to hours of work per week, nor as a guarantee of working schedules. For purpose of this Article, computation of eight (8) hours shall include start up time and lunch time. A permanent or temporary employee who is required to work on their scheduled days of rest shall be paid in accordance with Article 33.12 . This Article shall not apply to employees called-in to work under the provisions of Article 34.

33.2 Permanent, Temporary and Spare-Board Operators will be provided with *two* (2) designated days of rest within any seven (7) consecutive day period, commencing with a Monday.

****** Work which cannot be accomplished by Spare-Board Operators during their regular work week will be offered to all available operators. If insufficient operators volunteer or

accept such work, the Employer reserves the right to re-assign the work to any available operator on a reverse seniority basis, unless it is an operator's scheduled day off. The posted paid hours of pay shall apply.

33.3 Days off are established in relationship to routes and schedules and, therefore, any rearrangements of days off as between Operators shall be subject to the approval of the Assistant Manager or nominee. It is agreed that time worked under the terms of this section shall not be used in calculating overtime under the provisions of Article 33.12 .

33.4 a) All permanent and temporary Conventional employees shall be paid at the rate of time and one-half ($\frac{1}{2}$) for all work in excess of eight (8) hours and thirty (30) minutes in any one day. Appropriate government legislation will be observed for the purpose of calculating overtime payment where required.

b) All permanent and temporary Specialized employees shall be paid overtime premiums, when approved by management, when they work in excess of **thirty (30) minutes** beyond their scheduled hours, where their hours are greater than eight (8) hours per day and/or forty-four (44) hours in a week (eg. schedule of nine (9) hour shift, employee not eligible for overtime premium until after nine and one half ($9\frac{1}{2}$) hours).

33.5 a) Permanent and temporary Conventional employees shall be paid for all scheduled breaks of less than one (1) hour. This Clause will not be in effect while an employee is on a designated rest break and/or eating

period.

- b) **Specialized Operators shall have a one (1) hour paid lunch break for shifts of nine (9) hours or more or one-half (1/2) hour paid lunch break for shifts up to nine (9) hours.**
- c) **Dispatchers/Reservationists** shall be scheduled for two (2) fifteen minute paid breaks and have one half (1/2) hour unpaid lunch break. These breaks shall be scheduled by management.

33.6 Permanent and temporary employees in Department #1 shall be obliged to perform work up to but not in excess of forty-eight (48) hours per week, provided that with respect to any work in excess of forty-five (45) hours, the Employer will attempt to allot such work, if any, so as to take into account the reasonable requests of permanent and temporary employees with respect to personal commitments made prior to the allocation of such work so as to minimize so far as practicable, the interference that such work might have with such commitments.

33.7 Permanent and temporary employees shall be paid at the rate of time and one-half (1 1/2) for all time worked in any one work day after eleven (11) hours of spread time. Spread time on scheduled runs shall not exceed twelve and one-half (12 1/2) hours.

33.8 ** No work worked while on local charters shall be deemed time worked for the purpose of calculating spread time for permanent and/or temporary Spare-Board employees, however, Article 32.4 will apply.

Travel Time Allowance

33.9a)** travel allowance for **Department 1** permanent or temporary employees shall be paid in accordance with the following chart:

Straight Through Crews

1. Start garage - Finish garage - no travel allowance
2. Start town - Finish town - no travel allowance
3. Start garage - Finish town - travel allowance once
4. Start town - Finish garage - travel allowance once

Split Crews

1. Start garage - Finish town Start town - Finish garage - no travel allowance
2. Start garage - Finish garage Start town - Finish town - no travel allowance
3. Start town - Finish town Start town - Finish garage - travel allowance once
4. Start garage - Finish town Start garage - Finish town - travel allowance twice
5. Start garage - Finish town Start town - Finish town - travel allowance once

For the purposes of calculating the payment of travel allowance, the travel time allotted to the corresponding radial distance from the Transit Centre entrance shall be used. The straight line distance and the corresponding travel allowance are identified in the following manner:

- 0.0km to less than 0.5km - no travel time allowance
- 0.5km to less than 2.0km - ten (10) minutes travel time

allowance

2.0km to less than 3.5km - fifteen (15) minutes travel time allowance

3.5km to less than 5.0km - twenty (20) minutes travel time allowance

5.0km to less than 6.5km - twenty-five (25) minutes travel time allowance

6.5km to less than 8.5km - thirty (30) minutes travel time allowance

8.5km and greater - thirty-five (35) minutes travel time allowance

* Note: The only exceptions to the above will be the Fairview Park Mall and Waterloo Town Square relief points which will be twenty-five (25) minutes travel time allowance. Also to eliminate repetition, the statement “vice/versa” may be applied to any of these outlined conditions to determine the payment.

33.9b) ** Travel Time allowed as foreshad shall not be deemed time worked for the purpose of calculating overtime pay and/or spread time pay.

33.10a) The Employer shall pay each permanent or temporary **Conventional** employee, a ten (10) minute report time when starting at the garage and a five (5) minute report time when starting anywhere else. However, in situations where such employees are returning from designated lunch periods which are twenty (20) minutes in total duration, they shall not receive a five (5) minute report time, but shall be entitled to a report time payment of five (5) minutes.

b) **Specialized Operators'** schedules are inclusive of

fifteen (15) minutes “up and down time”.

33.11 Any work which may require a permanent or temporary employee to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within that department equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.

“Equitable” for employees shall mean that the senior employee off that day who has been offered work on their day off the least or same number of times that calendar year as other employees off that day shall be called first, except where employees indicate in writing they do not wish to be called. Any errors or omissions in the above procedure shall be adjusted by the employees so affected being afforded an extra opportunity to work their day off whenever expedient. Such adjustments shall not be subject to the grievance procedure.

33.12 A permanent and/or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

33.13 Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus the regular day's pay for the holiday.

Work performed after 3:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

- 33.14 There must be at all times eight (8) hours between the end of one full shift and the beginning of the next full shift, Spare-Board Operators included.
- 33.15 In the event an employee is not able to report to work, the employee must report their absence a minimum of one **(1) hour** in advance of the start time of the shift.
- 33.16 No temporary employee shall be entitled to overtime assignments until such time as all available permanent employees have been offered and have refused the assignment.

ARTICLE 34: CALL-IN AND CALL-BACK

- 34.1 When a permanent and/or temporary employee has left the Employer's premises and is called in or called back for any single, special or extra run not operated immediately before or after their regular scheduled run, they shall be given a minimum of three **(3)** hours work or three **(3)** hours pay except that with respect to such call-ins on the holidays referred to herein or on any one of their days of rest, they shall **be** given the minimum of four (4) hours work or four (4) hours pay.
- 34.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.
- 34.3 **If** an Operator should not report for work by their reporting time, they shall be dealt with as an attached Letter of Understanding.

ARTICLE 35: SHIFT PREMIUM

35.1 There shall be a shift premium of **fifty-eight (.58) cents** per hour paid for any full shift **which has a finishing time beyond 8:00 p.m.** Where overtime is worked the shift premium shall be paid only for actual hours worked.

35.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 36: SIGN-UPS

36.1 There shall be five (5) work periods each year for permanent employees *in* **Conventional and Specialized department #1**. The work periods shall commence on the following days:

WINTER -	on the first Monday in January, except if January 1 st is a Monday, then the second Monday in January
SPRING -	on the first Monday in April
SUMMER -	on the fourth Monday in June
FALL -	on the first Tuesday following Labour Day in September
CHRISTMAS -	on the fourth Monday in December, except if Christmas Day is on a Friday, Saturday, or Sunday, then the third Monday in December

Any deviation from these commencement days shall be mutually agreed to by both Management and the Union President.

There shall be four (4) work sign-ups each year for permanent employees in Conventional and Specialized department #1. The Christmas and Winter sign-ups shall be conducted simultaneously. Each of the four (4) work sign-ups shall be conducted in the following manner.

At least four (4) weeks prior to the commencement of the sign-up work period, the following shall be posted by Management;

- a) a bidlist, listing all work assignments for the upcoming sign-up work period
- b) a sign-up schedule listing the location, the dates, the start time, and order of actually signing for each permanent employee. Permanent employees are listed according to seniority. All employees will be assigned a specific ten (10) minute period of time to sign and must be finished signing, prior to or when their ten (10) minute time segment expires. Failure to do so will result in their work assignment being selected at the discretion of the management and union representative who are conducting the sign up.

The bidlist shall state the following information for each work assignment:

- report and end times
- report and end location
- amount of travel time
- number of hours paid
- scheduled days off
- run numbers to be driven
- lunch break times

The Employer shall provide one ~~(1)~~ copy of the bidlist and shall make best efforts to provide itineraries to each permanent employee in department #1 (**Conventional and Specialized**) five (5) calendar days prior to the day the sign-up takes place. Management shall maintain the right to change the format of the bidlist.

The sign-up shall be conducted a minimum of two (2) weeks prior to the commencement of the work period. Any deviation from the specified minimum number of weeks prior to the commencement of the work period for both posting or the sign-up shall be mutually agreed to by both Management and the Union President.

Conventional Transit shall conduct their sign-up over a four (4) day period in the north and a one (1) day period in the south, and **Specialized Transit shall conduct their sign-up over a one ~~(1)~~ day period**, unless otherwise mutually agreed upon. The dates shall be consecutive calendar days, excluding Saturdays and Sundays.

The sign-up shall be held at the location listed on the sign-up schedule. The sign-up shall commence at the specified time each day, after which permanent employees shall sign by seniority (as listed on the sign-up schedule). The sign-up shall be jointly conducted by one (1) representative of Management and one (1) representative of the Union. The Union representative shall be paid by the Union.

Permanent employees shall be prepared to sign on the date and time requested. Permanent employees not available for sign-up personally, or by telephone or transit radio, shall be required to arrange for a proxy to sign up on their behalf. Such a proxy shall be authorized in writing, signed, and dated by the permanent employee appointing the proxy, and shall be submitted to Management prior to commencement of the sign-up. Any permanent employee who fails to sign up, by a means previously stated, within **their time period**, shall have their work assignment selected at the discretion of the Management and Union representative conducting the sign-up.

Any work assignments left permanently vacant between sign ups shall be offered to spareboard operators **(in the south division only, offered also to vacation relief operators)**, in order of seniority. **The open work will only be offered to spareboard and vacation relief operators whose seniority is less than that of the operator who is being replaced. It shall also be deemed a vacancy when medical documentation has been provided that an operator will not be returning to work for the duration of**

the sign up period. The vacancy on Spare-Board left by such assignment shall not be filled. In the event that no Spare-Board Operator applies for such assignment, then such vacancy shall be assigned to Bus Operators at the discretion of the Manager of Transit Operations or nominee.

No changes in excess of sixty (60) minutes in an individual permanent employee's daily work assignment may occur after the sign-up work period has commenced; any change to the contrary dictates that a new sign-up is required.

36.2 ** Any permanent employee who is judged by the Employer as unsatisfactory on the group or route selected may be removed from such group or route and temporarily re-assigned until the matter is resolved. In the case of disagreement, such placement shall be subject to the grievance procedure.

ARTICLE 37: UNIFORMS

37.1 a) ** On first issue, **Conventional** permanent employees will be provided with new Operator's uniform by the Employer. The first clothing issue to a new permanent employee will consist of:

- one (1) spring/fall jacket
- one ~~(1)~~ sweater
- three (3) pairs of trousers
- six (6) shirts, long and/or short sleeves
- two (2) ties clip-on when available or regular

Subsequent issues of uniforms will be at twenty-four (24)

month intervals commencing Spring 2000 and will consist of the following:

- one (1) *spring/fall* jacket plus one (1) sweater or *two* (2) sweaters

Note: Sweaters will be v-necks with a choice of sleeveless or long sleeves.

- **any combination of short or long pants not exceeding four (4) in total, every twenty-four (24) months and where the operator chooses short pants, they will be issued three pairs of knee socks which must be worn with the short pants. Shorts may be worn only between May 1st and Thanksgiving.**

- six (6) shirts long or short sleeves

- two (2) ties clip on when available or regular will be issued to employees requesting such issue.

An employee may only elect not to wear a necktie when wearing:

- a) a short sleeve shirt only
- b) a short sleeve or long sleeve shirt with a sweater.

The top button only of the shirt may be undone, providing the undergarment is not exposed.

Effective with the clothing issue in the Spring of 2000, a winter cap or two (2) ball cap type hats will be issued to all permanent employees, and subsequent issues will be once every four (4) years, in the Spring.

Effective with the clothing issue in the Spring of 2000 permanent employees may choose to have either one (1)

blazer issued or one (1) spring/fall jacket. Thereafter permanent employees will be eligible to have this choice every four (4) years.

Ball cap type hats shall not be worn with the blazer.

A winter jacket will be issued once every four (4) years, at the appropriate times. The old winter jacket will be retained by the Operator when a new winter jacket is issued.

One (1) pair of black shoes, will be supplied to permanent employees coincidental with uniform issue. Employees will be required to attend the suppliers on their own time for issue. For selection purposes the Employer will provide two (2) pairs of black shoes. One (1) pair will be selected by each permanent employee coincidental with each uniform issue.

Uniforms shall be worn by all permanent employees after the probationary period, while on duty. Ownership of uniforms shall be vested in the Employer. Uniforms shall only be worn while on duty for Grand River Transit and to and from work.

Uniform material will be selected after consultation with the Uniform and Grooming Committee.

Alternate clothing may only be worn subject to the approval of the Employer. After the Spring 1997 uniform issue previously issued, Golf shirts may not be worn. **Upon completion of the Spring 2002 issue of uniforms, all uniforms worn by employees must be Grand River Transit issued.**

- 37.1 b) clothing for Specialized Operators 55.3 , Dispatchers follow dress code, **Specialized Operators shall now be required to wear Region issued knee socks with short pants.** - list Specialized footwear.... repeat sock/shorts language, subsequent issue to be developed.
- 37.1c) It is agreed that Operators shall comply with the Clothing and Personal Grooming procedure as detailed in Letter of Understanding dated February 4, 2002. It is acknowledged by the parties that repeated infractions of said procedures would warrant progressive discipline.
- 37.2 New permanent employees may be provided with new uniforms. If the first new uniform issued to a new permanent employee is issued within three (3) months of the last general issue of uniforms, the permanent employee will be eligible for another uniform at the next general issue.

If such first uniform is issued to a permanent employee more than three (3) months after the last general issue of uniforms, the permanent employee will be required to wait until the next general issue before receiving another uniform, provided they be issued extra shirts on the basis of one (1) shirt every three (3) months, to a maximum of four (4) shirts.

ARTICLE 38: WAGE RATES

- 38.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule "A" and shall form part of this Agreement.

38.2 All new employees will be paid the starting rate of the job title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their job title.

DEPARTMENT#2

ARTICLE 39: PROBATION OF EMPLOYEES

39.1 All persons in Department#2 hired to be permanent employees shall be on probation for **ninety (90) days worked**. The Employer may terminate a probationary employee for any reason provided it does not act in bad faith.

In the event that a temporary employee who has served at least six (6) continuous months service is hired permanently into the same classification without a break in service, they will be credited with their probationary period.

ARTICLE 40: SENIORITY

40.1 The Employer will provide the Union President a seniority list for Department#2 twice per year, showing names, positions and seniority date of each permanent employee.

40.2 a) When a permanent vacancy occurs on any shift in Department#2, the permanent employee with the most seniority on any shift shall be given the option for transfer to the permanent vacancy within their

occupation. The transfer will become effective as soon as a replacement becomes available, or at such earlier date deemed suitable by the Employer.

- b) Permanent employees hired for the night shift may be permitted up to a two (2) months trial period on the day shift before being assigned to the night shift, and during such trial period, no permanent employee, as a result thereof, will be displaced from their assigned shift.
- c) When appointing an employee in Department #2 to a temporary work assignment necessitated by fluctuating workload, a notice of such temporary work assignment will be posted by their department. Due regard will be paid to seniority between qualified applicants when such an appointment is made.

The above will apply only to temporary work assignments of more than sixty (60) working days duration. If there is a preferred shift involved such as days, first consideration must be given to qualified employees by seniority within the affected garage before appointing an employee from another garage.

40.3 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) voluntary resignation;
- b) discharge for just cause not reversed through the grievance procedure;

- c) continuous non-employment by reason of layoff, sickness or accident for a period of time equal to one-half (1/2) the length of their seniority at the time the absence or layoff commenced, or for a period of twenty-four (24) months, whichever is the lesser; **unless medical information indicates that a return to work is possible. In this case, the Employer will accommodate the employee to the point of undue hardship.**
- d) subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is the lesser;
- e) failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Employer by registered mail sent to the permanent employee at the last address provided by the permanent employee to the Employer, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident and other legitimate reasons;

- f) absence from work without justifiable excuse for a period of three (3) consecutive scheduled working days.

In the event that a permanent employee has **so** lost their seniority status, they shall no longer be regarded as a permanent employee covered by this Agreement, and the Employer shall not be obligated to rehire them.

40.4 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills qualifications and abilities to fill at the prevailing rate for the new job within the bargaining unit.

40.5 A permanent employee, transferred or promoted to a position outside of the bargaining unit, but within **the Transit Division**, shall continue to accumulate seniority the same as if they were working at the job at which they were working when so transferred:

- a) for a period of **three (3)** calendar months **in the event they move to a permanent vacancy outside of the bargaining unit**, unless prior to the expiration of **three (3)** calendar months they are returned to the bargaining

unit, in which case the Union shall be advised in writing a minimum of forty eight (48) hours prior to their return.

- b) **for a period of twelve (12) continuous calendar months in the event they move to a temporary vacancy outside of the bargaining unit. This may be extended by mutual written consent of the parties.**

If a promoted or transferred permanent employee returns to their former position within the six (6) month period referred to above, they shall be placed at the bottom of the seniority list for work preference until the next sign-up.

A permanent employee temporarily acting in a supervisory position shall continue to accumulate seniority, and any disciplinary action with respect to such permanent employee shall be subject to the grievance procedure.

ARTICLE 41: JOB POSTING

41.1 With respect to positions in Department #2, the Employer shall post a notice of the vacant position(s) in all departments covered by this Agreement, five (5) calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

If a position in Department #2 is posted and subsequently filled from outside the bargaining unit, by a probationary employee, that position need not be reposted for a period of

three (3) months, from the date of the expiration of the posting.

In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Employer shall not be required to repost the position when recruiting for said position.

Such notices or permanent job postings shall contain the following information: nature of position, i.e. department and type of work, required knowledge and education, ability and skills, whether day, evening or night shift, and wage rate.

Any application for a posted position shall be in writing and shall be addressed to the HUMAN RESOURCE DEPARTMENT and be signed by the applicant and delivered to the said office on or before the date specified in the posting.

41.2 In filling a posting for any job, regard will be had to skill, competence and ability, and in the event that those qualifications are relatively equal as between permanent employees, the permanent employee with the greater seniority shall be selected.

41.3 The Union shall be advised in writing as to the outcome of all job postings and appointments, cancellations or changes, within **thirty (30) working** days from date of occurrence. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in

accordance with the grievance procedure.

41.4 The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

41.5 A vacancy for a supervisor shall be posted for a period of seven (7) calendar days. The Employer shall give first consideration to applicants from department #2, however, the Employer shall not be obligated to select a supervisor from the applications submitted from department #2 employees.

An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the grievance and arbitration procedure.

ARTICLE 42: VACATIONS

42.1 The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31st.

42.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis.

Less than 1 year - 1 day per completed month of service
(max. ten (10) days)

Not less than 1 year - But less than 3 years	2 weeks
Not less than 3 years - But less than 9 years	3 weeks
Not less than 9 years - But less than 16 years	4 weeks
Not less than 16 years - But less than 24 years	5 weeks
Not less than 24 years - But less than 29 years	6 weeks
Not less than 29 years -	7 weeks

42.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay as of the end of the vacation year (October 31st) plus shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the specified holidays, and shift premiums in addition to gross hourly wages earned including overtime. Vacation pay-up will be paid on the last pay date of November of each year.

- 42.4 Department #2 employees shall receive forty (40) hours of pay for each week's vacation to which they are entitled.
- 42.5 When the employment of an employee is terminated, they shall be paid a proportionate amount of salary or wage for unused or accrued vacation credits.
- 42.6 Vacations must be taken within the twelve (12) month period following the year in which they were earned and shall not be accumulated.
- 42.7 A vacation schedule shall be posted by the **Manager of Transit Fleet** on March 1st or within seven (7) days thereafter in each year, and permanent employees shall arrange with the Superintendent in person or by proxy, to indicate on the schedule their vacation periods (to be settled by way of seniority). The vacation schedule shall be completed by all permanent employees on or before April 1st in each year.
- 42.8 Employees entitled to four (4) or more weeks vacation may be granted the privilege of carrying two (2) week's vacation to the next vacation period. Requests shall be made in writing to the Director of Fleet by no later than two (2) months in advance of the vacation sign-up. Granting of such requests will be at the sole discretion of Management. Where such permission is granted, the two (2) week's carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

42.9 Subject to the provisions of this Article, all vacations shall be scheduled by the Employer, having regard to seniority and the work and service required to be done and provided.

42.10 Vacation pay shall be paid by the **Payroll Division** in accordance with the vacation schedule completed by permanent employees in accordance with Article 41.7.

42.1 ■ This Article does not apply to employees in receipt of Long Term Disability benefits.

ARTICLE 43: HOURS OF WORK AND OVERTIME

43.1 The standard work week for permanent or temporary employees in department #2 shall be forty (40) hours over five (5) days within any seven (7) consecutive day period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week nor as a guarantee of working schedules.

43.2 Permanent and temporary employees in department #2 will be provided with a paid twenty (20) minute break during the middle section of their shift in addition to a ten (10) minute rest period during the first half of their shift. Rest and break periods will be taken on the job site unless otherwise authorized by Management.

43.3 Employees in department #2 shall be paid at the rate of time

and one-half (1 1/2) for all work performed in excess of an employee's normal scheduled hours in any one day.

In addition, effective January 1, 2003, any employee who works three (3) hours or more of overtime continuous with their regular work day shall be paid a meal allowance of seven dollars and fifty cents (\$7.50).

43.4 A permanent or temporary employee who is required to work on any of their scheduled days of rest shall be paid at the rate of time and one-half (1 1/2) for all hours worked.

43.5 Any work which may require a permanent or temporary employee in department #2 to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees within department #2 equitably. The Employer shall permit the Local President of the Union or the Local Chairperson to make a monthly inspection of a record of the allocation of such overtime.)

43.6 Work performed on specified holidays in department #2 will be paid at time and one-half (1 1/2) the basic rate plus the regular day's pay for the holiday.

Work performed after 12:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.

43.7 Effective January 1, 2002, permanent employees

**** does not apply to Specialized Transit** 70

scheduled for “stand-by call” for a weekend of two to four (2 - 4) consecutive days shall receive twenty-five dollars (\$25.00) per day for such duty and in addition all employees when called *out* on emergency call **to** be paid a minimum of three (3) hours at the appropriate overtime rate.

43.8 In the event an employee **is** not able to report to work, the employee must report their absence a minimum of one (1) hour in advance of the start time of the shift.

Where their supervisor **is** not available, such employee is required to leave notice of their absence and either a contact number where they can be reached, or a time when they will call back to their supervisor. This information can be left with the on-duty supervisor or the Service Advisor.

An employee who is absent from work is required to notify their supervisor in advance of their expected date of return to work.

ARTICLE 44: CALL-IN AND CALL-BACK

44.1 A permanent or temporary employee in department#2 shall be deemed to have been called-in or called-back when they received notice of work to be performed after they have left the Employer’s premises.

A permanent or temporary employee in department #2 called-back on one of their regularly scheduled work days,

or if called in to work on one of their days of rest or specified holidays, shall be given a minimum of four (4) hours work or four (4) hours pay.

44.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.

ARTICLE 45: SHIFT PREMIUM

45.1 Sixty-three (63) cents per hour premium will apply where the major portion of the shift falls between 3:00 P.M. and 11:00 p.m. **Effective January 1, 2003, a seventy cent (70) per hour premium shall apply.**

Seventy (70) cents per hour premium will apply where the major portion of the shift falls between 11:00 P.M. and 7:00 A.M. **Effective January 1, 2003, a seventy-five cent (75) per hour premium shall apply.**

Where overtime is worked, the shift premium shall be paid only for actual hours worked.

45.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

ARTICLE 46: SAFETY, SANITATION AND HEALTH

- 46.1 The Employer will endeavour at all times to provide safety appliances, in accordance with provincial labour laws, and sanitary conditions consistent with standard industrial practice.
- 46.2 The Union agrees that it will co-operate with the Employer to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.
- 46.3 The Employer agrees to reimburse up to **one hundred and eighty dollars (\$180.00)** annually for the purchase of safety footwear that is in compliance with the Employer's Safety Footwear Policy. This reimbursement is applicable to both permanent and temporary employees.
- 46.4 In order for payment to be made, all receipts must be of the current calendar year and be authorized by a Fleet Supervisor.

ARTICLE 47: TOOLS

- 47.1 The Employer agrees to provide an allowance annually to those classifications of permanent employees who qualify upon presentation of receipts. The allowance will be paid only once per year per employee. The qualifying months to receive this once a year premium will be March, June, September and December. The amount paid by classification along with the terms and conditions for such

payment, are as follows:

The classifications of permanent employees who qualify for an annual allowance of four hundred and **fifty** dollars (\$450.00) subject to the conditions in Article 46.2 are Certified Motor Vehicle Trade Technicians and Licensed Bodypersons. Effective January **1, 2002** the allowance will be six hundred dollars (\$600) and effective January **1, 2003** the allowance shall be seven hundred and fifty dollars (\$750).

Registered Apprentice Motor Vehicle Trade Technicians who qualify for an annual allowance will receive **seventy-five** percent (75%) of the dollar value of the Certified Motor Vehicle Trade Technicians subject to the conditions in Article 46.2.

The classifications of permanent employees who qualify for an annual allowance of two-hundred dollars (\$200.00) subject to the conditions in Article 46.2 are Service Attendants who are requested by Management to provide a complement of hand tools to perform their daily work. Effective January **1, 2003** the allowance shall be two hundred and twenty-five dollars (\$225).

47.2 In order for payment to be made, all receipts must be of the current calendar year and be authorized by a Fleet Supervisor. Receipts totalling the full amount must be received no later than the 15th of the qualifying month in order for payment to be made in that month.

Receipts for each qualified permanent employee are to be submitted on a one-time basis each year. If for any reason, the employee has receipts totalling less than the full amount by the 15th of the qualifying month, they shall be retained until either:

- a) the permanent employee has accumulated the required amount before the 15th of the next qualifying month, or:
- b) the permanent employee submits the receipts for the partial payment in December.

ARTICLE 48: UNIFORMS

48.1 All permanent employees in department #2 will be issued with the following:

Four (4) shirts - long and/or short sleeves and/or T-shirts
Three (3) pairs of trousers.

All items will be replaced as required. All apparel must be maintained in a neat and clean condition by the employees. An insulated vest or spring jacket will be issued to permanent employees in department #2 every two (2) years commencing with the Spring of 1997. **Upon completion of the Spring 2002 issue of uniforms, all uniforms worn by employees must be Grand River Transit issued.**

48.2 All employees in department #2 shall be supplied with clean

coverall service by the Employer each week to the extent of three (3) coveralls per week for year round use. Employees in department #2 who in the course of their daily duties perform at least 50% of their work out of doors are entitled to two (2) pairs of insulated coveralls per year. Insulated coveralls will be orange with the appropriate reflective markings.

48.3 Rubber galoshes, buckled with light felt-type lining, will be issued for winter use, to be worn over the work shoes. The Employer will supply gloves appropriate to needs for department #2 on an individual merit basis. Worn out galoshes and gloves must be exchanged for new issues.

48.4 All permanent and temporary employees in department #2 shall be supplied with their choice of either the standard **blue** or orange with appropriate reflective markings style Hydro Parka on commencement of duties. The parka shall be replaced on an as needed basis.

48.5 Clothing material will be selected after consultation with the Union. **Perma Press shirts will be supplied if available through the employer's purchasing division at a comparable price to the cotton shirts.**

ARTICLE 49: EMPLOYEES

- 49.1** Apprentice Employees - The Employer and the Union agree that the Employer may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of the Apprenticeship and Tradesmen's Qualification Act, **Bill 55, 1998** and amendments thereto, and the Regulations pursuant thereto, shall apply.
- 49.2** Pay rates whilst serving their apprenticeship will be in accordance with Schedule "B."
- 49.3** It is understood that after an Apprentice has successfully served their apprenticeship with the Employer and becomes qualified in their trade, then they will receive the pay rate for their licensed **job** title. However, they must accept whatever position is available within their job title, regardless of shift.
- 49.4** It is further understood and agreed that an Apprentice will not have any job posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stay on as a Employer employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them.

ARTICLE 50: WAGE RATES

- 50.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Schedule " A and shall form part of this Agreement.
- 50.2 All new employees will be paid the starting rate of the job title in which they commence and shall receive such rate until they have completed their probation period. Immediately thereafter they shall receive the top rate specified for their job title.
- 50.3 If in Management's opinion, a skilled tradesperson's performance and work output is satisfactory, the six (6) months' pay progression period may **be** reduced to three (3) months. The new employee's probation period will not, however, be shortened.

ARTICLE 51: TERMS OF AGREEMENT

- 51.1 This Agreement shall become effective as of 12:01 A.M. on **January 1, 2002** and shall remain in **full** force and effect until midnight **December 31, 2004**, and thereafter it shall automatically be renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend it.

Such notice shall be given not earlier than ninety (90) days and not later than thirty (30) days before the expiry date of this Agreement, or of any subsequent period in which this

Agreement remains in force. Any changes which may be deemed necessary in this Agreement may be made at any time upon mutual consent during the existence of this Agreement or any renewal thereof.

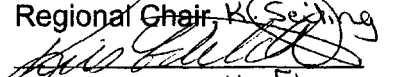
IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on this 27th ^{August} ~~14th~~ day of ~~February~~, 2002 in the **Region of Waterloo**.

For the Regional Municipality of Waterloo

For the **CAW**, Local 4304


Regional Chair, K. Seiting

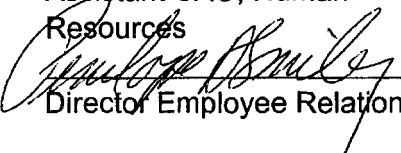

Committee Member



Regional Clerk, K. Fletcher


Committee Member


Assistant CAO, Human Resources


Committee Member


Director Employee Relations


Committee Member


Union Representative



SCHEDULE "A"

2002 JOB TITLES AND HOURLY WAGE RATES - Effective January 1, 2002

(includes an across-the-board increase 9%)

DEPARTMENT #1

JOB TITLES

Conventional and Specialized Bus Operators, Dispatchers/Reservationists Full Time:

New Operator Training Rate		\$15.70
Bus Operator	- 1st 3 months	\$18.15
	- 2nd 3 months	\$19.08
	- Next 6 months	\$19.30
	- Thereafter	\$19.64

DEPARTMENT #2

<u>JOB TITLES</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Automotive Service Attendant	\$18.29	19.21	19.93
Automotive Bodyperson (Licensed)	\$20.30	21.37	22.09
Truck and Coach Technician	\$20.69	21.75	22.48
Truck and Coach Technician + Propane or Natural Gas	\$20.90	21.94	22.69
Truck and Coach Technician + Propane & Natural Gas	\$21.06	22.13	22.92

** does not apply to Specialized Transit 80

2003 JOB TITLES AND HOURLY WAGE RATES
Effective January 1, 2003

(includes an across-the-board increase of 2%)

DEPARTMENT #1

JOB TITLES

**Conventional and Specialized Bus Operators,
 Dispatchers/Reservationists Full Time:**

New Operator Training Rate		\$16.01
Bus Operator	- 1st 3 months	\$18.51
	- 2nd 3 months	\$19.46
	- Next 6 months	\$19.69
	- Thereafter	\$20.03

DEPARTMENT #2

<u>JOB TITLES</u>	Min.	Mid.	Max.
Automotive Service Attendant	\$18.66	19.59	20.33
Automotive Bodyperson (Licensed)	\$20.71	21.80	22.53
Truck and Coach Technician	\$21.10	22.19	22.93
Truck and Coach Technician + Propane or Natural Gas	\$21.32	22.38	23.14
Truck and Coach Technician + Propane & Natural Gas	\$21.48	22.57	23.38

2004 JOB TITLES AND HOURLY WAGE RATES

Effective January 1, 2004

(includes an across-the-board increase of 2%)

DEPARTMENT #1

JOB TITLES

**Conventional and Specialized Bus Operators,
Dispatchers/Reservationists Full Time:**

New Operator Training Rate		\$16.33
Bus Operator	- 1st 3 months	\$18.88
	- 2nd 3 months	\$19.85
	- Next 6 months	\$20.08
	- Thereafter	\$20.44

DEPARTMENT #2

JOB TITLES

	Min.	Mid.	Max.
Automotive Service Attendant	\$19.03	19.98	20.74
Automotive Bodyperson (Licensed)	\$21.12	22.24	22.98
Truck and Coach Technician	\$21.52	22.63	23.39
Truck and Coach Technician + Propane or Natural Gas	\$21.75	22.83	23.60
Truck and Coach Technician + Propane & Natural Gas	\$21.91	23.02	23.85

** does not apply to Specialized Transit 82

**** TEMPORARY AND PART-TIME PERSONNEL**

Pay hourly rates as per **job** classifications.

LEAD HANDS

Lead Hands shall be paid a rate of seventy (70) cents per hour above the basic rate while so occupied.

Tire Service/Repair and Upholstery work shall be paid a rate of twenty-five (25) cents per hour above the basic rate while so occupied.

Chief Compressor and Relief Compressor Operators shall be paid a rate of one dollar and twenty-five cents (\$1.25) per hour above their basic rate while so occupied.

Service Advisors shall be paid a rate of one dollar and twenty-five cents (\$1.25) per hour above the basic rate while so occupied.

CERTIFICATION

Permanent employees in department #2 who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will be reimbursed by the Employer for one-hundred percent (100%) of the Certification renewal fee, upon the employee presenting evidence **of** payment to the Province of Ontario.

OPERATOR TRAINING PREMIUM

Operators selected by the Employer for the purpose of training new operators on the job will receive forty-five (45) cents per hour above their basic rate, while so occupied.

When an employee is transferred, they shall be paid:

- a) when transferred to a higher classification, at least the minimum for the new classification; but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer;
- when transferred to a lower classification, they shall receive the rate for the new classification which is closest to the rate they were receiving immediately prior to the transfer.

SCHEDULE "B"

DEPARTMENT #1

**** Part-time Conventional and Specialized Bus Operators,
Dispatchers/Reservationists**

Effective January 1, 2002

Start Rate CZ Unlicenced (Training up to 160 hours)	\$14.53
Start Rate CZ Licenced (Training up to 120 hours)	\$15.70
Thereafter	\$18.15

Any additional hours of training that may be required will be discussed with the Union prior to such training.

NOTE: A part-time bus operator transferring to a permanent bus operator shall be initially placed on the permanent bus operator wage schedule (Appendix "A") This will be accomplished by crediting the operator for hours worked since attaining the top part-time hourly wage rate (utilizing the factor of one hundred and sixty (160) hours equals one (1) month- whole months only will be used in this calculation. Further progression on the permanent bus operator wage schedule shall be in accordance with Schedule "A" with no allowance for part-time hours previously worked.

Alternate Vehicle Operators Effective January 1, 2002

Start Rate - \$12.54
(up to 120 hours training)

Thereafter \$13.35

Any additional hours of training that may be required will be discussed with the Union prior to such training.

DEPARTMENT #2

Apprentice Effective January 1, 2002

Start Rate \$12.48
After 3 months \$13.42
After 6 months \$16.71
After successful completion of
the 1st school term (80%) \$17.89
After successful completion of
the 2nd school term (85%) \$19.01
After successful completion of
the 3rd school term (90%) \$20.13

Employer would pay up to 50% of the apprentice's wages while attending trade school

** does not apply to Specialized Transi 86

DEPARTMENT#1

** Part-time Conventional and Specialized Bus Operators, Dispatchers/Reservationists

Effective January 1, 2003

Start Rate CZ Unlicenced (Training up to 160 hours)	\$14.82
Start Rate CZ Licenced (Training up to 120 hours)	\$16.01
Thereafter	\$18.51

Any additional hours of training that may be required will be discussed with the Union prior to such training.

NOTE: A part-time bus operator transferring to a permanent bus operator shall be initially placed on the permanent bus operator wage schedule (Appendix "A") This will be accomplished by crediting the operator for hours worked since attaining the top part-time hourly wage rate (utilizing the factor of one hundred and sixty (160) hours equals one month -whole months only will be used in this calculation. Further progression on the permanent **bus** operator wage schedule shall be in accordance with Schedule "A" with no allowance for part-time hours previously worked.

Alternate Vehicle Operators	Effective January 1, 2003
Start Rate - (up to 120 hours training)	\$12.79
Thereafter	\$13.62

Any additional hours of training that may be required will be discussed with the Union prior to such training.

DEPARTMENT #2

Apprentice	Effective January 1, 2003
Start Rate	\$12.73
After 3 months	\$13.69
After 6 months	\$17.04
After successful completion of the 1st school term (80%)	\$18.25
After successful completion of the 2nd school term (85%)	\$19.39
After successful completion of the 3rd school term (90%)	\$20.53

Employer would pay up to 50% of the apprentice's wages while attending trade school

DEPARTMENT #1

**** Part-time Conventional and Specialized Bus Operators, Dispatchers/Reservationists**

Effective January 1, 2004

Start Rate CZ Unlicenced (Training up to 160 hours)	\$15.12
Start <i>Rate</i> CZ Licenced (Training up to 120 hours)	\$16.33
Thereafter	\$18.88

Any additional hours *of* training that may be required will be discussed with the Union prior to such training.

NOTE: A part-time bus operator transferring to a permanent bus operator shall be initially placed on the permanent bus operator wage schedule (Appendix "A") This will be accomplished by crediting the operator for hours worked since attaining the top part-time hourly wage rate (utilizing the factor of **one** hundred and sixty (160) hours equals one (1) month - whole months only will be used in this calculation. Further progression on the permanent bus operator wage schedule shall be in accordance with Schedule "A" with no allowance for part-time hours previously worked.

Alternate Vehicle Operators	Effective January 1, 2004
Start Rate - (up to 120 hours training)	\$13.05
Thereafter	\$13.89

Any additional hours of training that may be required will be discussed with the Union prior to such training.

DEPARTMENT #2

Apprentice	Effective January 1, 2004
Start Rate	\$12.98
After 3 months	\$13.96
After 6 months	\$17.38
After successful completion of the 1st school term (80%)	\$18.62
After successful completion of the 2nd school term (85%)	\$19.78
After successful completion of the 3rd school term (90%)	\$20.94

Employer would pay up to 50% of the apprentice's wages while attending trade school

SCHEDULE "C"

PERMANENT EMPLOYEE BENEFIT PROGRAM

The Employer will pay one hundred percent (100%) of the cost of the benefits listed below and which must be read subject to the conditions of the carriers.

The Employer may change carriers from time to time, provided the benefits will at least be equivalent to those now in effect. This does not apply to OHIP or any plan mandated by law. The Employer's responsibility shall be limited solely to the proper payment of the premiums.

- a) ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)
(covers hospital, surgical and medical benefits)

- b) EQUIVALENT TO **CLARICA** HEALTH EXTENDED **HEALTH PLAN**
 - Vision Care (eyeglasses, contact lenses): \$250.00 per family member every twenty-four (24) months.
 - semi-private hospital coverage and paramedic rider
 - Chiropractic benefit of maximum of **\$350** per calendar year
 - Registered Masseur benefit \$10.00 per visit
 - Hearing Aid benefit: **\$750** every twenty-four (24) months.

- c) GROUP LIFE INSURANCE PLAN
(equivalent to 200% of annual earnings to the nearest

** does not apply to Specialized Transit 91

\$500.00. Life Insurance coverage is not extended to include dependents).

- d) DENTAL PLAN
(equivalent to **Clarica** Health Dental Plan)
 - current O.D.A. fee schedule
 - Orthodontics: 50% co-insurance \$1,800 lifetime maximum
 - Dental Rider #2 50% co-insurance \$750 every 5 years

- e) LONG TERM DISABILITY INSURANCE PLAN (LTD)

Benefits of seventy percent (70%) of the employees regular earnings to a maximum benefit of \$5000.00 per month with an own occupation provision for two (2) years from the date of disability with a seventeen (17) week qualifying period.

SICK LEAVE PLAN - Conventional and Fleet

Sick Leave Benefits - as specified in the City's By-Law #73-20P

Permanent employees of the Employer, from the **date** of employment, are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service.

An employee in conventional transit or fleet **who was in the employ of the employer prior to February 28, 2002**, whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits accumulated after

April 1, 1953, on the basis of regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee having not less than five (5) years service and **who was in the employ of the employer prior to February 28, 2002**, and whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, accumulated after April 1, 1953, on the basis of regular salary or other remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

In addition to the amount payable for sick leave credits earned after April 1, 1953, there shall also be payable on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

Subject to the approval of Council, an **eligible** employee may elect to have the sick leave credits payable on termination, paid in instalments, rather than in a lump sum.

For the purposes of clarity, no employee hired after February 27, 2002 shall be eligible to receive any payment for any unused accumulated sick leave credits upon the termination of their employment.

An employee on approved leave of absence in excess of thirty (30) calendar days, shall not receive sick leave credits during the period of such leave.

Sick Leave Benefits - as specified in the Employer's By-Law (except that payout provisions upon termination do not apply to specialized transit employees hired on or after July 1, 1997).

Permanent employees of the Employer, from the date of employment, are entitled to one and one-half (1 1/2) days sick leave credits for each completed continuous month of service.

Specialized

An employee hired before July 1, 1997 whose employment is terminated by death or retirement, shall be entitled, on termination, to receive payment for the unused accumulated sick leave credits accumulated after April 1, 1953, on the basis of regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

An employee hired before July 1, 1997 having not less than five (5) years service, whose employment is terminated by resignation or dismissal, shall be entitled on termination, to receive payment for one-half (1/2) of unused accumulated sick leave credits, accumulated after April 1, 1953, on the basis of regular salary or other remuneration at termination to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.

In addition to the amount payable for sick leave credits earned after April 1, 1953, there shall also be payable on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

PENSION PLANS

All permanent employees not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM plan (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for service after enrolment in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan.

Benefits to supplement the basic Plan are included in the two Agreements described below:

1. Type 1 Supplementary- credited service prior to employer's enrolment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Employer.

Each member shall contribute toward the cost of the Plan and the Employer shall pay in accordance with O.M.E.R.S. regulations.

Compulsory retirement for all permanent employees is the end of the calendar half year in which the employee reaches sixty-five (**65**) years of age, unless an extension of this period is approved by mutual agreement between the Union and the Employer. Any changes to these plans other than

those initiated by O.M.E.R.S. to be agreed upon by the Employer and the Union.

**EMPLOYEES ARE REQUESTED TO READ THE
O.M.E.R.S. BOOKLET FOR DETAILED INFORMATION.**

WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS

Whereas a result of injuries received by an employee while in the course of employment with the Employer, an employee is entitled to receive temporary total disability payments from Workplace Safety and Insurance Board of Ontario, the Employer shall pay to such employee an amount equal to ninety percent (90%) of their average weekly earnings minus the amount of total temporary disability payments from the Workplace Safety and Insurance Board, and such payment shall not be deducted from the employee's accumulated sick leave. Average weekly earnings shall have the same meaning as it does from time to time under the provisions of the Workplace Safety Insurance Act and the regulations thereunder.

Letter of Understanding #1

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

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The parties acknowledge the importance of reporting for work in a punctual manner. The following procedure will be followed for Operators who report late:

- **Pink Late Slip**

If an Operator misses their report time but does depart on time with their assigned bus, a pink slip is issued. No penalties, excepting a high frequency over a short period will cause an interview.

- **White Late Slip**

A white slip will be issued for an Operator if they:

- a) miss a report time and fail to depart with their assigned bus as scheduled
- b) miss their start and scheduled leave time at a report point

If an Operator calls in, they will be told to report as soon as possible and will be put on their vehicle. Their pay commences when they take over their duties on their assigned vehicle.

If an Operator does not call in, Dispatch will try to contact them

and if successful, will assign the Operator work as a Spare or, will advise them to assume the responsibility of their vehicle for the remainder of their shift.

Operators shall sign White Slips when they are issued. White slips accrue for a period of one (1) year and one (1) day from the date of the first offence.

Should an Operator have a second offence, a letter will be issued telling them the date of their first and second offences. Should there be a third offence, another letter will be issued warning that subsequent offences within one (1) year and one (1) day of the first offence shall result in a suspension. This letter shall also advise of the date their record clears to zero. Subsequent offences within one year and one day shall be dealt with by increasing the suspensions.

An Operator's record shall be cleared once they have surpassed one year and one day from the original white slip being issued.

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

For the CAW, Local
4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #2

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

RE: Driver's Licence

During the course of collective bargaining, the parties discussed the responsibility of the employee to ensure their driver's licence is current and valid in order to perform their driving duties for the Employer.

The Employer has offered this Letter of Understanding as a commitment to work with the CAW Local 4304 executive through the Union/Management meetings to work together to ensure that all employees are reminded of their obligation to maintain a valid and current driver's licence.

Agreed to this 22nd day of January, 2002 at the Region of Waterloo.

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For the CAW, Local
4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #3

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

re: Training

All employees shall participate in training programs required by the Employer during normal working hours. Employees shall be paid at regular rates for attendance during normal working hours. For purposes of clarity, hours spent in training will be deemed as hours worked.

The parties agree that due to scheduling concerns, it may be necessary for the Employer to request that employee attend training outside of their regular schedule. In such cases, both parties agree to promote the value of training and to encourage employees to attend training outside of their regular schedule. Such time will be paid at premium rates.

Agreed to this 23rd day of January, 2002 at the Region of Waterloo

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#4

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

re: Labour Relations Act

The parties agree that during the life of this agreement, should there be substantive amendments to the provisions of the Ontario Labour Relations Act and at the request of either party, the Region and representatives of CAW Local 4304 will meet and discuss the impact of the amendments on the collective agreement.

Dated at the Region of Waterloo, this 20th day of December, 2001.

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#5

**LETTER OF INTENT
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

Re: Dispatch Procedures

During the course of contract discussions, the parties discussed how to maximize the quality of work life for permanent Bus Operators in Conventional Transit, while ensuring the efficiency and effectiveness of the transit system. **As** a result of these discussions, the parties agree to meet within thirty days of mutual ratification of the Collective Agreement as part of the labour management team to review dispatch procedures.

Agreed to this 6th day of February, 2002 at the Region of Waterloo.

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#6

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

re: Retiree Bus Passes

The Union has requested to purchase bus passes for its' current retired members and for future retirees. Management has agreed to allow the Union to pay \$5.00 per pass (which is the cost of producing the pass) per retired member provided they retired from the Transit Division with at least ten (10) years of Transit service. Any retiree interested in obtaining a retiree pass, should indicate their interest to Sandy Roberts and will be required to return any other transit passes they possess.

CAW will also provide the same benefit to employees who retired while still covered by the Amalgamated Transit Union, Local 1608 prior to October 24, 2000.

Dated at the Region of Waterloo this 10th day January 2002.

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Bill Gibson

Letter of Understanding#7

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

RE: Critical Incident Stress

The parties agree, that in the event of a critical incident in the workplace, the Employer will provide critical incident stress debriefing to the affected employee(s). Such employee(s) shall be approached by a supervisor to discuss the incident and to offer **support** which **shall** include the ability to immediately access EAP or a professional counsellor of the employee's choice (e.g. clergy, psychologist, physician).

A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace i.e., death of a co-worker, where the employee is involved in an accident resulting in death or serious injury, witnessing a death or serious injury, or threats to life.

Agreed to this 21st day of January, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For **CAW**, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #8

LETTER OF UNDERSTANDING between THE REGIONAL MUNICIPALITY OF WATERLOO and CAW, LOCAL 4304

Employees in Violent Situations

The parties have discussed the concern that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without full consideration being given to the circumstances surrounding the individual and the incident otherwise supportive of discipline. The intent of this statement is subject to a standard of good faith on the part of the Employer, the Union and affected employees, and will not be utilized by the Union or employees to undermine the application of otherwise appropriate disciplinary measures.

Workplace Conduct

The Employer and the CAW Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Accordingly, the Employer agrees to train employees on Human

Letter of Understanding #9

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

Re: Rules Pertaining to Trades and Giveaways

The parties agree to the following rules:

1. No giveaway **will** be accepted more than fourteen (14) days prior to the first day being so given.
2. Giveaways will only be accepted at the garage during normal dispatch hours. One of the two operators involved in the giveaway must present the signed and completed giveaway slip to the Dispatch Supervisor or designate. It cannot simply be left lying on the counter.
3. The supervisor will initial the slip and indicate to the employee that it has been accepted. Giveaway slips will indicate the CVOR maximum hours that an individual operator is legally able to work.
4. A maximum of one **hundred** twenty-five (**125**) hours of giveaways in a calendar year. Hours are to be calculated by using "total work" as listed in the sign-up.
5. If an operator is found to be working for another operator without following the proper giveaway slip procedures, both operators will be disciplined.

6. Should an operator, except in emergency circumstances, fail to work the giveaway shift they have accepted, that individual will be subject to a loss of giveaway and trading privileges.

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#10

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

In the event of, or as a result of, a member of Local 4304, pursuing a ruling from the Ministry of Labour with respect to TRADES AND GIVEAWAYS under the Employment Standards Act, and there be a ruling from the Ministry of Labour, the Local shall be held responsible for all monetary judgements pertaining to retroactive payments to its members.

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #11

Applies to **Conventional** Operators only

**

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

The parties agree to renew the Letter of Understanding regarding lunch and breaks which was previously in place with the City of Kitchener. Accordingly, the parties agree there is a contravention of the Employment Standards Act Section 20 (1) regarding the five (5) hour rule. Management is prepared to correct the situation, but in doing so both parties recognize that enforcing the five (5) hour rule is regressive. Therefore, at the Union's request the practice of running up to thirty (30) minutes over the five (5) hour rule will continue.

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding 12

Applies to **Conventional** Operators and **Fleet** only.

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

Subject: Premium for V _____ Overtime for _____ 1

The parties have identified difficulties in obtaining volunteers to drive the Oktoberfest extended service hours. They have met on several occasions to determine what improvements could be made to alleviate the concerns of the Bus Operators who work during this time.

There is a charter agreement in place with Molson's to compensate participating Bus Operators for working during this time. The result is that Bus Operators are compensated at time and one half (1 1/2X) overtime premium for the hours worked.

In its efforts to address the **Bus** Operators' concerns, the Region has contacted Conestoga College to have Law and Security students assigned to ride the bus, in order to assist the Bus Operator by observing the passengers.

In addition, on a without prejudice or precedent basis, the Region will further compensate the participating Bus Operators by paying an additional one half time (1/2X) so that Bus Operators will receive two times (2X) their regular hourly rate for those hours worked.

Service Attendants will also receive the same compensation.

Agreed to this 5th day of February]2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow

Ray Miller

Rick Schram

William Lupkoski

Karen Dreher

Penny Smiley

For CAW, Local 4304

Ted Dewsbury

Gregory Jahn

William D. Miller

Carol Jacobi

Harold Klooster

Bill Gibson

Letter of Understanding #13

** Applies to Fleet only

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

Re: Randy Roberts' Apprenticeship

The parties agree the following terms and conditions apply to Randy Roberts whom is in the Employer's Registered Apprenticeship for Truck and Coach Program:

- Mr. Roberts shall maintain his current rate of pay of \$17.22 (Service Attendant rate) per hour for the duration of his Apprenticeship Program, subject only to any negotiated economic increases.
- Upon attainment of this Truck and Coach Technician Certification, he will be paid the appropriate hourly rate of pay.
- All other terms and conditions of Mr. Roberts employment shall be as that of a Registered Apprentice.
- Mr. Roberts will continue to accrue service and seniority credits.

It is further understood by the parties, that in the event Mr. Roberts is accepted into the Apprenticeship Program and he discontinues such program, he would not be entitled to exercise his bumping rights, but would have to either post into a vacancy or terminate his employment.

** does not apply to **Specialized Transit** 113

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #14

** Applies to Fleet only

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

Re: Chief Compressor Operator/Relief Compressor Operator

The parties agree that the following conditions shall apply to employees who qualify for and are assigned the work of the Chief Compressor Operator:

- a) Operators licenced under the Operating Engineers Act shall receive a premium (\$1.25 per hour) when assigned related duties by the Employer.
- b) Operators must maintain their licence under the Operating Engineers Regulation including any duties which are prescribed by the Technical Safety Standards Authority (TSSA).
- c) when the majority of their weekly forty (40) hours are directly related to Compressor Operator duties, a premium shall be payable in addition to their regular hourly Mechanic AIII rate.
- d) all overtime hours worked as Compressor Operator will be paid at \$1.25 per hour above the Mechanic AIII rate.
- e) all vacation, statutory holiday, bereavement and sick leave pay shall be calculated with the premium added to the Mechanic AIII rate.
- f) the base rate for Mechanic AII is subject to economic increases.

** does not apply to Specialized Transit 115

With respect to Relief Compressor Operators, the language in a),b)c) and f) above applies. Relief Compressor Operators shall not receive the premium while in training.

This letter of understanding may be terminated **by** either party with sixty (60) days written notice. Should this Letter of Understanding be terminated, the current Chief Compressor Operator shall remain as a MechanicAlll.

Agreed to this 6th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

- Donald Snow
- Ray Miller
- Rick Schram
- William Lupkoski
- Karen Dreher
- Penny Smiley

For **CAW**, Local 4304

- Ted Dewsbury
- Gregory Jahn
- William D. Miller
- Carol Jacobi
- Harold Klooster
- Bill Gibson

Letter of Understanding#15

**** Applies to Conventional only**

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

Re: Spareboard for Conventional Transit

The parties recognized during the course of negotiations the need to make every effort to maximize both the quality of life for our employees and the financial efficiency and effectiveness of Grand River Transit.

As such, the Employer agrees to continue the practice of having open spares sign for either day, twilight or evening spare board crew. The employer agrees to continue to make every effort to assign regular work where financially responsible such that the approximate finishing time is as close as reasonably possible to the time of the spare board crew for which the employee signed.

The parties further agree to establish a spare board in the South by the September 2002 sign **up**.

Agreed to this 4th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller

Ted Dewsbury

**** does not apply to Specialized Transit** 117

Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#16

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

re: Clothing and Personal Grooming

The parties agree that it is the direct responsibility of the Employer to establish and maintain appropriate standards of dress and appearance. To provide input and assist in this regard, a committee composed of *two* (2) management representatives and two (2) union appointees will meet as required to judge the personal dress and grooming of operators whose appearance deviates from the acceptable standards. In the event that the committee cannot agree, the Director, Transit Services or Nominee will make the final decision.

It was agreed that appearance of each operator is important to both parties and the following standards have been agreed to:

Clothing

- a) All conditions in the collective agreement which pertains to operator uniforms apply.
- b) Until a uniform has been issued, dark blue or black slacks and conservative solid colour shirts (preferably light blue or white) are to be worn.
- c) **All** issued clothing must be kept and worn in a clean and

**** does not apply to Specialized Transit** 119

neat condition.

- d) The practice of decorating any part of the uniform with numerous buttons is not acceptable. Operators must not wear any political or other advertisements on their uniform. Only items approved by the appropriate Manager or Nominee may be affixed to the uniform.
- e) Only footwear that has been issued or approved by the appropriate Manager or Nominee will be worn.
- f) Uniform clothing must not be worn at any time when consuming alcoholic beverages in a public place.

Personal Grooming

- a) Male operators' hair must be no longer than the base of the collar and must cover no more than the top portion of the ear. (Collar length permits the hair to extend to but not exceed the bottom of the shirt collar or to touch the shoulders when the head is in the normal fully upright position.)
- b) Acceptable standards do not allow a male operator to wear their hair in a ponytail.
- c) Where there is protection under the Ontario Human Rights Code, the operator shall not be required to cut his/her hair.
- d) Female operators must not let their hair, if long, interfere with their vision or the safe operation of the bus. If this potential exists, it must be tied back or pinned up above the collar in a conservative manner.

- e) Makeup, perfume and jewellery must be done conservatively.
- f) Hair must be clean and neat at all times.
- g) Sideburns and moustaches must be kept neatly trimmed.
- h) Beards must be neat, trim and clean at all times and facial hair must not **exceed** two (2) inches in length.

In the event that an operator does not meet any of the foregoing acceptable standards, the operator shall meet the acceptable standard within twenty-four (24) hours; not work at scheduled duties until he/she has complied with the directive.

A ruling by the Director, Transit Services may be taken **up** under the grievance procedure if the employee so desires.

Agreed to this 5th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Bill Gibson

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Letter of Understanding #17

Applies to **Conventional** Operators only

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**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

The parties have agreed to discuss ten (10) hour days during the course of this agreement, and may if mutually agreeable amend the agreement to provide for ten (10) hour days.

Agreed to this 13th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

For CAW, Local 4304

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding #18

**LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304**

Re: Duties of Part Time Acting Supervisors

The parties agree that employees who are temporarily assigned to perform a supervisor's normal duties of assigning, delegating, co-ordinating and overseeing the work to be performed, shall continue to be members of the bargaining unit and accrue seniority.

Employees when so assigned, shall not discipline other employees. They must report to the supervisor/assistant manager as soon as possible, any instance of conduct or behaviour which contravenes established rules and regulations.

Agreed to this 13th day of February, 2002 at the Region of Waterloo

For the Region of Waterloo

Donald Snow
Ray Miller
Rick Schram
William Lupkoski
Karen Dreher
Penny Smiley

For CAW, Local 4304

Ted Dewsbury
Gregory Jahn
William D. Miller
Carol Jacobi
Harold Klooster
Bill Gibson

Letter of Understanding#19

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

RE: Mobility Plus Amendments

The parties agree that permanent employees referred to in article 21 shall include dispatchers/reservationists and employees in the former classification of full time irregulars. The parties agree that all permanent employees in Department 3 shall be scheduled for no less than forty (40) hours per week. (For the purpose of clarity that means that upon mutual ratification of this agreement all references to full time irregular employees shall be deleted and all persons currently employed as full time irregular and dispatcher/reservationist shall be scheduled for no less than forty hours per week.)

The parties further agree that, in conjunction with the projected service enhancements expected to commence on September 3, 2002, to more efficiently and effectively operate the specialized transit service, the employer proposes to schedule and operate mobility plus (Department 3) separately from that of conventional operations. **As** such employees, who are trained in specialized transit and have worked on both conventional and mobility plus in the South Operation within the last two years, must elect to either work on conventional transit or mobility plus by June 1, 2002. The three most senior operators desiring to work on mobility plus will be transferred to that operation. In the event there are not three operators who desire to work exclusively in specialized

transit, such vacancies shall be posted.

Any South employee who meets the criteria above and **who** elects by June 1, 2002 to **work** exclusively in specialized transit **will** have their full seniority transferred to Department Three and such employee(s) shall **be** subject to all the terms and conditions of work of Department Three.

Letter of Understanding#20

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
CAW, LOCAL 4304

Re: Uniform issue for Mobility Plus

The parties agree that Mobility Plus permanent employees will be provided with new Operators' uniforms by the Employer. The first clothing issue to a new permanent employee will consist of:

- one (1) spring/fall jacket
- one (1) sweater (V-neck with the choice of sleeveless or long sleeves)
- three (3) pairs trousers (or two (2) trousers and one (1) pair shorts) where the operator chooses short pants, they will be issued three (3) pairs of knee socks which must be worn with the short pants. Shorts may be worn only between May 1st and Thanksgiving.
- six (6) shirts, long and /or short sleeves, turtleneck or golf shirts

Subsequent issues of uniforms will be at twelve (12) months and then at twenty-four (24) month intervals commencing Spring 2001 and will consist of the following:

- one (1) spring/fall jacket plus one (1) sweater or two (2) sweaters (V-neck with the choice of sleeveless or long sleeves)
- any combination of short or long pants not exceeding four (4) in total, every twenty-four (24) months and where the operator chooses short pants, they will be issued three (3) pairs of knee socks which must be worn with the short pants. Shorts may be

worn only between May 1st and Thanksgiving

-six (6) shirts long and/or short sleeves, turtleneck or golf shirts

Part-time employees shall be issued:

-one (1) spring/fall jacket

-one (1) sweater (V-neck with the choice of sleeveless or long sleeves)

-two (2) pairs of trousers (or one (1) trouser and one (1) pair shorts) where the operator chooses short pants, they will be issued three (3) pairs of knee socks which must be worn with the short pants. **Shorts** may be worn only between May 1st and Thanksgiving.

-three(3) shirts, long and/or short sleeves, turtleneck or golf shirts

Subsequent issues of uniforms will be at twelve (12) months and then at twenty-four (**24**) month intervals commencing Spring 2001 and will consist of the following:

-one (1) spring/fall jacket plus one (1) sweater or two (2) sweaters (V-neck with the choice of sleeveless or long sleeves)

-any combination of short or long pants not exceeding two (2) in total, every twenty-four (**24**) months and where the operator chooses short pants, they will be issued three (3) pairs of knee socks which must be worn with the short pants. **Shorts** may be worn only between May 1st and Thanksgiving.

-three (3) shirts long and/or short sleeves, turtleneck or golf shirts

The top button only of the shirt may be undone, providing the undergarment is not exposed, with the exception of an issue turtleneck.

Effective with the clothing issue Spring 2002 one (1) winter cap or two (2) ball-type hats will be issued to all permanent and part-time employees, and subsequent issues will be once every two (2) years, in the spring.

** does not apply to Specialized Transit 127

A winter jacket will be issued once every four **(4)** years, commencing 2006. The old winter jacket will be retained by the Operator with the crest removed when a new winter jacket is issued.

All uniforms will be wash and wear.

One **(1)** pair black safety shoes to a maximum value of \$90.00. Rubber galoshes will be available for winter wear **for** those employees who do not wish to use safety boots for winter wear. Employees will be required to attend the suppliers on their own time for shoes and boot issue. Employees may elect to wear safety work boots for winter wear and the Employer agreed to reimburse employees to a maximum of \$90.00 per calendar year.

Agreed to this 30th day May, 2002 at the Region of Waterloo