

THIS AGREEMENT

dated the 1st day of July, 2010

Between:

THE CORPORATION OF THE CITY OF GUELPH
hereinafter called the "City"

- and -

THE AMALGAMATED TRANSIT UNION
LOCAL 1189
hereinafter called the "Union"

MASTER COPY

Effective July 1, 2010 to June 30, 2013

14207 (01)

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NO.
1.00	General	
2.00	Union Recognition	
2.06	Probation	
3.00	Check Off of Union Dues	
4.00	Management Rights	
5.00	Health and Safety	
6.00	Workplace Harassment and Discrimination	
7.00	Grievance Procedure	
7.02	Step 1	
7.02	Step 2	
7.02	Step 3	
7.02	Grievance Mediation	
7.02	Step 4 – Arbitration	
7.03	Policy Grievance	
7.04	Coaching	
8.00	Discipline	
9.00	Planning/Scheduling/Sign Up	
9.01	Planning	
9.02	Scheduling	
9.03	Sign Up	
9.05	Missed Report Time	
10.00	Equipment	
10.01	Equipment Committee	
10.02	Cameras	
11.00	Spareboard and Vacation Swingboard	
11.01	Spareboard	
11.05	Vacation Swingboard	
12.00	Trading Shifts	
12.02	Employment Standards Relating to Trades	
13.00	Extraboard	
14.00	Hours of Work	
15.00	Overtime	
15.06	Overtime Eligibility	
15.07	Emergency Situations	
16.00	Overtime Distribution	
16.01	Overtime Distribution – Transit	
16.02	Operator Driving Overtime Tracking System	
17.00	Overtime Bank	
18.00	Sick Days	
19.00	Training	
20.00	Rest Periods	

21.00	Wages
21.02	Shift Premium
21.03	Sunday Premium
22.00	Holidays and Floaters
22.01	Holidays
22.03	Floaters
22.05	Statutory Holiday Sign-up
23.00	Annual Vacations
23.02	Single Day Vacation
24.00	Requests for Time Off
25.00	Seniority and Lay-offs
25.01	Seniority
25.03	Lay-offs
26.00	Job Postings and Promotions
26.01	Vacancies for Full Time Employees
26.02	Trial Period
27.00	Resignations
28.00	Accident Reports
29.00	Employee Transportation
29.02	Transit Passes
30.00	Uniforms
30.01	Operator Uniforms
30.05	C.S.A. Approved Footwear
30.06	Prescription Safety Glasses
31.00	Driver's Licence
31.03	Medical Fee to Renew a Licence
31.04	Loss of Licence
32.00	Legal Costs
33.00	Jury / Witness Leave
34.00	Union Leave
34.04	Negotiating Committee
34.05	Arbitration Hearings
35.00	Bereavement Leave
36.00	Leaves
36.02	Personal Leave
37.00	Pregnancy / Parental / Adoption Leave
38.00	Medical Examinations
39.00	Health and Medical Benefits
39.01	Group Life Insurance
39.01	Accidental Death and Dismemberment
39.01	Prescription Drug Plan
39.01	Semi Private Hospital Coverage
39.01	Physiotherapy
39.01	Massage Therapy and Reflexology
39.01	Chiropractor
39.01	Acupuncture, Naturopath and Homeopath

39.01	Sleep Apnea
39.01	Specialized Tests
39.01	Physicians Note
39.01	WSIB
39.02	Dental
39.02	Orthodontics
39.02	Major Restorative
39.03	Vision Care
39.03	Laser Eye Surgery
39.04	Audio Plan
39.05	Liberty Health Deluxe Out of Country Travel Plan
39.06	Early Retirement Benefits
39.07	Benefits for Full Time Students
39.08	Benefits for Spouse and Eligible Dependents of Deceased Employees
39.09	Change of Health Care Carrier
40.00	Income Replacement
40.01	Short Term Disability
40.02	Long Term Disability
40.03	Modified Work Programs
41.00	Pension
42.00	Merger
43.00	Orders, Rules and Regulations
44.00	Fleet Equipment/Uniforms
45.00	Fleet Hours of Work/Overtime Distribution
46.00	Fleet Sign Up/Vacation
47.00	Fleet Mechanics Tools/Insurance/Licences
48.00	Mobility Services
49.00	Term of Agreement.....
	Letter of Understanding (Stockroom/Scheduling).....
	Memorandum of Settlement
	Definitions
	Index

ARTICLE 1.00 GENERAL

- 1.01 The general purpose of this Agreement between the employer and the Union is to establish and maintain orderly and harmonious collective bargaining relations. This Agreement shall provide a procedure for the prompt and equitable disposition of grievances; to assist and promote the proper and efficient operation of the employer's business in serving the public interest.
- 1.02 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa as the context may require.
- 1.03 Amendments to the Agreement shall be in the form of a Letter of Understanding and shall be signed by the President and one other officer of **the Union** and the **General** Manager of Transit Services **and/or the Manager of Fleet Services** and Director of Human Resources or their designate(s). Such letters that are duly signed shall be included in and form part of the Agreement as of the date of the letter.
- 1.04 There shall be no strikes or lockouts during the life of this Agreement. The words strike or lockout shall be interpreted in accordance with the definitions set out in ***The Labour Relations Act***.
- 1.05
- a) An employee covered by this Agreement shall not be required to perform the work of legally striking or locked out employees from any other **City department** or to cross a legal picket line arising out of a legal strike or lockout. Failure of an employee to perform the work of a legally striking or locked out employee or to cross such a picket line shall not be grounds for disciplinary action.
 - b) Employees who do not report for their assigned piece of work shall not be eligible for pay.
- 1.06 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out herein and with respect to Union Dues check off. New employees shall be advised of and introduced to their Union Representatives who shall provide the employees with a copy of the Collective Agreement.

A member of the Union Executive will be given an opportunity to interview all new employees within their regular working hours without loss of pay for forty-five (45) minutes during the first thirty (30) days of employment for the purpose of acquainting the new employee with the terms and conditions of the Collective Agreement. One forty-five (45) minute time allotment shall be made available to new trainees providing the class size

does not exceed five (5) participants. These interviews will be scheduled by Transit Management.

- 1.07 No full time employee covered by this Agreement shall lose their employment with the City or have their regularly scheduled work week reduced below forty (40) hours, as a result of the employer contracting out work normally performed by the members of the bargaining unit. This applies to all **Union** employees with a minimum of two (2) years employment with The City of Guelph, except Extraboard Operator/Cleaners and Part-time Mobility Operators.
- 1.08 The employer shall provide bulletin boards in mutually satisfactory locations for use by the Union in posting notice of Union activities. Such notices must be signed by the proper officer of the Union.
- 1.09 It is the responsibility of the employee to provide up-to-date and accurate address, phone number and contact information to Transit Management and a copy to the Union. **If the employee cannot be reached at the address and/or telephone number provided, Transit Management shall not be held responsible for any lack of notification.**

ARTICLE 2.00 UNION RECOGNITION

- 2.01 The City recognizes the Amalgamated Transit Union, Local 1189, as the exclusive bargaining agent of all employees of The City of Guelph Transit Services, save and except, Supervisors, persons above the rank of Supervisors, clerical assistants and administrative staff.
- 2.02 Supervisors, Management or anyone who is not a member of **the Union** shall not perform work that normally falls within the scope of the **Union**, except in emergency situations. **Every reasonable effort will be made to fill the work with a Union member before using a Supervisor. The President (or alternate) will be notified at the time any work is filled by a non-union member.** An emergency situation shall be defined as follows:
 - a) When a vehicle is in revenue service and a member of the **Union** is not immediately available, a Supervisor shall drive for a maximum of **two (2) trips**. If after **two (2) trips**, a **Union** member is still unavailable, the vehicle shall be parked or shall be brought back to the garage.
 - b) When the Mayor of the City of Guelph declares an emergency and no **Union** member is immediately available, **any qualified Transit employee** may be requested to operate the vehicle.

- c) When Guelph Police Services or Guelph Emergency Services ask to have a vehicle moved and no Bargaining Unit member is immediately available, **any qualified Transit employee** may move the vehicle.
- 2.03 Any member elected or appointed to an office in the Transit Union, shall be permitted to serve in such official capacity without prejudice to their service or time of promotion **while employed by the City. Current elected or appointed Executive Union Officials may serve out their term upon retirement from active employment with the City, but will receive no compensation from the Corporation of the City of Guelph during this period.**
- 2.04 The City shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In representing an employee or group of employees of the Bargaining Unit, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the City with the names of its officers or appointed representatives. Likewise, the City shall supply the Union with a list of its Transit supervisory personnel.
- 2.05 The Union shall appoint the members of all committees in which the Union takes part.
- 2.06 PROBATION
 - a) Probation for Operators, whether Extraboard Operator/Cleaner or full time Operator status and Mobility Operators shall conclude eight hundred and fifty (850) hours **of accumulated active service.**
 - b) Probation for **Transit Fleet Services** employees and Mobility Dispatchers shall conclude after eight hundred and fifty (850) hours of employment.
 - c) Employees covered under the terms of this Agreement shall serve one (1) probationary period while employed by the City of Guelph Transit Services **or Transit Fleet Services.**
 - d) Probation time is working time and does not include absence for any reason.

- e) **If termination occurs while an employee is on probation and is disputed, the grievance shall proceed directly to Step 2 of the Grievance Procedure but can advance no further.**

2.07 All rights, privileges and immunities now enjoyed and all obligations of the employees shall continue, except as altered herein as mutually agreed upon.

ARTICLE 3.00 CHECK OFF OF UNION DUES

3.01 As a condition of employment, all new and present employees save and except, Supervisors, persons above the rank of Supervisors, clerical assistants and administrative staff shall be a member in good standing of the Amalgamated Transit Union, Local 1189.

- 3.02
- a) The City agrees to deduct Union Dues from the wages of each Union Member. Such deductions shall be made from each pay and remitted to the Financial Secretary of the Union on a monthly basis.
 - b) In the event that an employee does not receive a pay cheque in the pay period in which Union dues are deducted, the outstanding dues shall be deducted as agreed to by the employer and the Financial Secretary Treasurer.
 - c) The City shall submit with the dues cheque, a complete list showing the name of each employee, the employee's number, the amount deducted and the year-to-date total.
 - d) The Union shall notify the City when an employee has been exempted from paying their initial initiation fee.
 - e) The City, no later than the beginning of March of each year, shall supply to the Union, a list of all Bargaining Unit employees showing their current name, employee's number, address, phone number and social insurance number. The City shall record on the T-4 slip of each employee, the actual amount of Union Dues deducted during the previous year.
 - f) The Union agrees to save the employer harmless against any and all liability which may arise by reason of the check off by the employer of Union Dues, initial fees, fines and assessments from the employees' wages in accordance with the Agreement.
 - g) The Union shall advise the employer in writing when a member or members lose seniority or are not in good standing because they

have failed to pay Union Dues in accordance with Article 3.00, or other reasons.

- h) The Union shall provide thirty (30) days written notice to the employer and the employee before any Union seniority would be lost by the employee for non payment of Union Dues.

ARTICLE 4.00 MANAGEMENT RIGHTS

4.01 The Union acknowledges that, subject to the express provisions of the Agreement, it is the exclusive function of **Transit Management** to:

- a) **Manage the operations and** work force including the right to direct, plan and control working **conditions**.
- b) Schedule the working hours.
- c) Hire, classify, transfer, promote, demote, for just cause discipline, maintain order, **enforce regulations and legislation**, set standards of performance, determine size of staff, dismiss or lay-off employees.
- d) Introduce new and improved facilities, methods, machinery and equipment to improve the efficiency of Transit Services **accompanied by the necessary training programs**.

4.02 It is recognized that the City has the right to make and enforce reasonable rules and regulations governing its business and operations. The City shall not however, issue any rule or regulation that conflicts with or violates any provision of this Agreement. When new rules or regulations are to be adopted by the City **that would have an effect on members of the Union**, the City shall discuss with and forward such rules to the Union, and advise all employees prior to implementation. These rules and regulations shall be subject to the grievance and arbitration process.

4.03 **Transit** Management and/or their designate shall hold a meeting with the Union Executive at a mutually agreeable time with the intent to meet every month.

ARTICLE 5.00 HEALTH AND SAFETY

5.01 a) The City complies with generally accepted industry practice and relevant legislative requirements under The Occupational Health and Safety Act. The City takes all reasonable steps to acquaint its employees with their rights and duties in the workplace and

applicable regulations and procedures for protecting their health and safety.

- b) If an employee believes an unsafe condition exists, they have the right to refuse unsafe work. The employer and the employee are required to follow the instructions in The City of Guelph Health and Safety Policies and Section 43 of The Occupational Health and Safety Act, which is posted on the Health and Safety bulletin boards.
- c) Final responsibility for the safety of the passengers and the vehicles rests with the operator. Operators shall not endanger the safety of passengers or the vehicle and are not expected to follow orders or instructions that violate the law.

ARTICLE 6.00 WORKPLACE HARASSMENT AND DISCRIMINATION

- 6.01
- a) Local 1189 of the Amalgamated Transit Union and the Corporation of the City of Guelph are committed to providing all employees a working environment free from harassment and discrimination, which promotes respect and regard for the rights and dignity of all.
 - b) This Corporate Workplace Harassment and Discrimination Policy is consistent with the spirit and the provisions of the Ontario Human Rights Code and shall be read in conjunction with any applicable collective agreement provisions and shall include age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, marital status, place of residence or physical handicap, nor by reason of their membership or activity in the Union, or for any reason prohibited by the Human Rights Legislation.
 - c) The Union and the City shall not tolerate, ignore or condone workplace harassment or discrimination. The Union and the City consider harassment or discrimination to be a serious offence, which may result in disciplinary action up to and including dismissal. The Union and the City recognize that sexual or racial harassment in the workplace is unlawful and in violation of the Ontario Human Rights Code. Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
 - d) Employees are encouraged to follow the procedures in the Corporate Workplace Harassment and Discrimination Policy. A formal complaint under this policy does not preclude the employee's right to file a complaint under the Ontario Human

Rights Code.

- e) Employee complaints of alleged harassment shall be handled with all possible confidentiality by a Joint Committee consisting of the Union's President/Business Agent or their designate and the Manager of **Labour Relations** or their designate. It is the intention of the parties that such complaints shall be resolved as quickly as possible. The investigation of the complaint shall commence within seven (7) Transit working days of the employee alleging harassment.
- f) The employee may file a Grievance, subject to Article 7.00, if the matter has not been resolved through the process outlined in e).
- g) The City and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification or discharge.
- h) The Union agrees that there shall be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by its members or representatives.
- i) Upon the recommendation of the Committee or through a resolution of any complaint of harassment through the Grievance Procedure if a transfer of any employee is required, the transfer shall, if possible, be of the employee who committed the act of harassment.
- j) Sexual harassment shall be defined as:
 - Inappropriate touching, including touching which is expressed to be unwanted;
 - Suggestive remarks or other verbal abuse with a sexual connotation;
 - Compromising invitation;
 - Repeated or persistent leering at a person's body;
 - Demands for sexual favours; or
 - Sexual assault.

ARTICLE 7.00 GRIEVANCE PROCEDURE

An employee, who has completed their probationary period, and has been disciplined, suspended or discharged, is entitled to appeal such action through the Grievance Procedure.

- 7.01
- a) A Grievance shall define the article(s) of the Collective Agreement or past practice that has been violated. It is also understood that all applicable articles relating to the grievance are included.
 - b) The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to three (3) Union Executive members.
 - c) Grievance Committee members shall be paid while presenting the Grievance to Management.
- 7.02
- Should any differences arise between the employer and any of the employees from the interpretation, application, administration, or alleged violation of the provisions of this Agreement, earnest effort shall be made to settle such differences without undue delay in the following manner:
- a) It is understood that an employee and/or authorized member of the Union shall not grieve until they have made the immediate Supervisor who was involved with the issue aware of the complaint, and given them an opportunity to implement a course of action to rectify the issue within **seven (7) working days** for the employee involved. The complaint, if not rectified to the satisfaction of the employee, shall be dealt with at Step 1. Grievances shall be in writing, signed by the grievor and filed within **seven (7) working days** for the employee involved. Replies to Grievances shall be in writing at all stages. Harassment issues shall be dealt with under 6.01.
 - b) The parties, by mutual agreement in writing, or email, may extend the time periods at any point in the Grievance Procedure and such extension shall not unreasonably be withheld.

STEP 1

The Grievance shall be presented to the Supervisor of the designated area of responsibility or their designate. The Supervisor or their designate shall meet with the grievor and one (1) member of the Union Grievance Committee within **seven (7) working days** of receiving the Grievance and shall respond within **seven (7) working days** following the meeting. Failing to find agreement at Step 1, the grievor may invoke Step 2, if acted upon within the **seven (7) working days** from the date of receipt of the reply.

STEP 2

The Grievance shall be presented to **Transit Management** or their designate. A meeting shall be held within **seven (7) working days**, with the **General** Manager or the Manager of Fleet, the Manager of Labour Relations, the grievor and two (2) members of the Union Grievance Committee. A written response shall be provided to the Union Grievance Committee within **seven (7) working days** following the meeting. Failing to find agreement at this stage, the grievor may invoke Step 3, if acted upon within **seven (7) working days** from the date of receipt of the reply.

STEP 3

The Union Grievance Committee shall submit the Grievance in writing to the Manager of Labour Relations. A meeting shall be held with three (3) members of The Union Grievance Committee, The City Grievance Committee, the aggrieved employee and if they so desire, an International Representative, within **seven (7) working days**. The City shall have **seven (7) working days** to report its decision to the Union following this meeting.

GRIEVANCE MEDIATION

Failing settlement at Step 3, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a Grievance prior to arbitration. The costs of any such grievance mediator shall be shared equally by the parties. Failing settlement at mediation or if mediation is not considered, Step 4 may be invoked if acted upon within thirty (30) working days of the City's written reply.

STEP 4 – ARBITRATION

- a) It is agreed by the parties hereto, that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled in accordance with the Grievance Procedure as outlined in Article 7.00, Steps 1 through 3 may be referred to a sole arbitrator or Arbitration Board. Should the matter be referred to the Arbitration Board, each party shall be responsible for the cost of their nominee. The expense of the Arbitrator shall be shared equally between the parties.
- b) Both parties shall mutually agree on an Arbitrator. However, if no agreement is achieved, then the Ontario Labour Relation Board shall do the selection.

- c) The parties to this Agreement further agree that an Arbitration Board has no power to alter, modify, amend or add to the provisions of this Agreement.
- d) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter, modify or set aside penalties imposed as a result of disciplinary action and state the compensation, if any, which is deemed to be equitable.

7.03 **POLICY GRIEVANCE**

A Policy Grievance is defined as a grievance alleging improper interpretation, application, administration or violation of the Collective Agreement that would not normally be grieved by an individual employee. The Union agrees that the Policy Grievance procedure shall not be used to process individual grievances. Either party may initiate a Policy Grievance at Step 2 of the Grievance Procedure.

7.04 **COACHING**

A coaching letter is used by the City to identify concerns with the employee's performance and identifies the expectations required for improvement. The parties agree that coaching letters are non disciplinary. The City agrees that coaching letters do not form part of progressive discipline, will not be placed in the Human Resources Employee File and will not be used in arbitration. The Union agrees that coaching letters shall not form the basis of a grievance and that union representation, in most cases, is not required in coaching sessions between the employee and the Supervisor. The Union and Transit Management agree that in certain situations union representation may be necessary.

ARTICLE 8.00 DISCIPLINE

- 8.01 a) **Supervisors/Route Supervisors may provide operational guidance** to employees prior to any documented warnings being administered.
- b) When an employee is requested to **meet with Transit Management** for any matter which may result in documented discipline, **Transit Management shall notify the Union President or their designate by email regarding the time, location and Union Representative scheduled to attend, as soon as possible, but not less than sixty (60) minutes prior to the start of the meeting. The Union President or their designate shall**

notify Transit Management of any issues regarding the meeting, prior to the scheduled meeting. Any changes to the meeting will be mutually agreed to by the Union President or their designate and Transit Management.

- c) **Transit Management shall notify** the employee and a **Union Representative** of the meeting at least thirty (30) minutes prior to the meeting.
- d) Employees who wish to decline Union representation shall be supplied waiver forms by the Union and the designated Union representative must be present at the meeting where the form is being signed. At this meeting, Article 2.04 shall apply.

8.02 a) No disciplinary document shall be placed in the employee's files without first providing a copy to the employee involved and the Union **Executive**. This includes any document which might be used in the assessment of any disciplinary action.

b) The employee shall acknowledge receipt **of the disciplinary document** by signing the file copy. By signing the file copy the employee does not necessarily agree with the contents of the document.

c) **Where an employee refuses to sign, a notation as such shall be made to the copy and filed.**

8.03 a) Disciplinary action shall be administered within ten (10) Transit working days of the matter, or of the City's first knowledge of the matter upon which the discipline is based. Discipline involving suspensions from duty must state the time off and such time or times may not be altered.

b) **The Union Executive and Transit Management**, by mutual agreement in writing, may request an extension to the ten (10) day limit if the employee is not available during that time limit or if there is an ongoing police investigation. **An extension shall not be unreasonably withheld.**

8.04 Nothing herein shall prevent Transit Services from interviewing employees concerning verbal complaints. However, verbal complaints must be followed by a **signed written document or electronic submission that includes their name and address**, from the complainant. **The following shall be adhered to** regarding the investigation and handling of complaints about **an incident involving** an employee or employees;

a) If a complaint is to be considered for disciplinary action, it must be forwarded to Transit **Management** within thirty (30) Transit working days of the incident in question. If such a complaint is not received within the above time limit, the complaint shall not be considered for discipline. A photocopy shall be presented to a member of the Union Executive, **prior to meeting with the employee**. Names and identifying information shall not be provided to the employee by either the Union or Management.

8.05 A written disciplinary action imposed upon an employee shall be purged from the employee's file and invalid for purposes of further disciplinary action, twelve (12) months after imposition, unless there is repetition of a similar offence within the twelve (12) months.

8.06 Should it be found upon investigation in accordance with the provisions of this Collective Agreement that an employee has been unjustly suspended or discharged, such an employee shall be immediately reinstated in their former position, without loss of seniority. The parties shall agree to compensation for all time lost including overtime based on the average weekly earnings in the three (3) months preceding the suspension or discharge. Other arrangements as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board, could be made.

ARTICLE 9.00 PLANNING/SCHEDULING/SIGN UP

9.01 PLANNING

- a) Efficiency of **Transit Services** shall be the main focus of any **run** development. The Union recognizes the right of the City to increase or decrease the level of service.
- b) A Planning Committee shall be established, composed of two (2) representatives of Transit Management and two (2) representatives from the Union, to review the scheduling of regular routes. The Union shall provide one (1) alternative representative to attend meetings when a regular representative is not available.
- c) The Planning Committee shall hold a meeting at a mutually agreeable time every month.
- d) **Transit Services and the Union Executive will meet ninety (90) days prior to the start of a board period to discuss any significant changes to transit operations that affects the membership.**

e) **Pre-Board Meeting: Representatives of Transit Services and the Union Executive shall meet at least sixty (60) days prior to the start of a board period to review the runs developed by the Planning Committee. At this meeting a package will be presented to the Union Executive outlining:**

- **Run information with start and finish times;**
- **Break times;**
- **Rotation schedule;**
- **Run schedule; and**
- **Shift value.**

f) **Once the package is agreed upon by Transit Management and the Union Executive, as defined above, it will be posted two (2) weeks prior to signing, for review.**

9.02 SCHEDULING

- a) All regular runs shall have a minimum of fifteen (15) minutes sign-in and fifteen (15) minutes sign-out time. The Planning Committee will analyze all runs to determine whether certain runs require additional sign-in and sign-out time. Sign-in and sign-out is paid at regular time, only on the regular scheduled working day.
- b) **If the period of time between the end of one piece of work and the start of the next is sixty (60) minutes or less, the operator is paid for that interval. If the interval is greater than sixty (60) minutes, the operator is not compensated.**
- c) This rule shall also apply when **a piece of work** is filled by an employee working **unscheduled** overtime, **accepted on the day of the overtime.**
- d) This rule shall not apply to the interval between a signed run and an overtime piece of work **that has been scheduled one (1) day or more in advanced.**
- e) Once a run is signed, the start time and end time can only be changed with the mutual agreement of the Union President or designate, and the **General** Manager of Transit Services or designate. Every effort shall be made to resolve scheduling problems.
- f) No run in the base level of service shall contain a split shift. Base level of service shall be defined as all those runs that enter service at 5:30 a.m. (more or less) and remain in service until 1:00 a.m.

(more or less), the following day.

Base runs shall be developed on the premise that there shall be no rotating of shifts or off days. The only exception shall be certain P.M. runs mutually defined by both parties.

Base runs shall be developed on the premise of eight (8) and ten (10) hour shifts, with the emphasis on ten (10) hour shifts where possible.

g) Split Shifts will:

- **Consist of a maximum of two (2) pieces of work;**
- **Be scheduled Monday through Friday;**
- **Be developed with the guarantee of an eight (8) hour shift value;**
- **Be a maximum twelve (12) hour spread, excluding sign-in and sign-out time;**
- **Every effort shall be made to minimize split shifts by grouping open/other work to create additional base runs; and**
- **A premium of one (1) hour per day will be paid if both scheduled A.M. and P.M. split shifts are worked. This premium is not included in the calculation of the forty (40) hour weekly guarantee.**

9.03 SIGN-UP

a) Each employee shall have the right to select their work in accordance with seniority. Employees who are unavailable and fail to submit a selection slip or contact the Union shall have their work signed by a Union member during the sign-up. The sign-up for runs/shifts shall be posted three (3) times yearly as follows, unless the format is changed by mutual agreement:

- On the first Monday of April, to take effect the first Sunday in May;
- On the first Monday of August, to take effect the Sunday of Labour Day week; and
- On the first Monday of December, to take effect the first Sunday in January.

b) The following work areas shall sign separately:

- Mobility Operators;
- Mobility Dispatchers; and
- Operators.

c) **The Board period sign-ups shall be conducted by one (1) member of the Union working ten (10) hours per day for:**

- **2011 – six (6) days over a fourteen (14) day period**
- **2012 – five (5) days over a fourteen (14) day period**
- **2013 – four (4) days over a seven (7) day period**

Any change to this schedule shall be mutually agreed to by the Union Executive and Transit Services.

d) The following **sign-up** information shall be posted **two (2) weeks** prior to signing:

- Run information with start and finish times;
- Break times;
- Rotation schedule;
- **Run Schedule; and**
- **Shift value.**

e) When an operator leaves the **employment of Guelph Transit**, the open piece of work shall go to the Spareboard until the next sign-up.

f) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

g) Operators Commencing or Returning From Long-Term Disability

i) When an operator is approved for Long-Term Disability **or when Transit Management and the Union agree the employee will not be returning:**

- i. Their work shall go to the Spareboard for the balance of the sign-up.
- ii. **An additional position shall be created at the bottom of the Spareboard until the completion of that board period, except when the existing complement of operators, is at or over the number of signed runs. No position shall be created at the bottom of the Spareboard in that situation.**

- iii. The operator on Long-Term Disability shall be removed from the sign-up for subsequent sign-ups until they return to driving duties.
- j) When an operator returns from Long-Term Disability:
 - i. They shall assume their seniority on the Spareboard until the next sign-up if returning after the start of a board period.
 - ii. The additional Spareboard position shall be carried on future sign-ups until eliminated through attrition.

9.04 Once a run is signed, the start time and end time can only be changed with the mutual agreement of the employee involved, the Union President or designate, and the **General** Manager of Transit Services or designate. Every effort shall be made to resolve scheduling problems.

9.05 MISSED REPORT TIME

The parties acknowledge the importance of reporting for work in a punctual manner. If an operator has reason to believe **they** may be late reporting for **their** assigned duties, **they** must advise **their** Supervisor immediately.

The following procedure shall be followed for operators who report late:

- a) **An Operator who misses the report time, but departs the Transit Facility or designated start point on time on their assigned run shall be provided written notification of the late. The fourth (4th) late in the calendar year will result in a coaching session. Subsequent lates in the calendar year will be subject to the discipline process.**
- b) **An Operator misses their report time and cannot commence their assigned run, the following shall apply:**
 - **For the first three (3) occurrences in the calendar year the Operator shall be assigned to the Spareboard for the day, provided written notification of the late and the late time will be deducted from their pay. A coaching session will take place after the third (3rd) occurrence.**
 - **For the fourth (4th) and subsequent occurrences the Operator shall be placed on the Spareboard for the day, provided written notification of the late and the late time will be deducted from their pay. The Operator will be subject to the discipline process.**

- c) **An Operator who is late more than one hundred and twenty (120) minutes will be sent home without pay, for that shift, unless exempted by Transit Management.**

ARTICLE 10.00 EQUIPMENT

10.01 EQUIPMENT COMMITTEE

The Equipment Committee, comprised of two (2) operator representatives, two (2) Management representatives and one (1) mechanic, shall meet **bi-annually at a mutually agreeable time** to review vehicle specifications before the City issues a **purchase order** to purchase new vehicles.

10.02 CAMERAS

- a) The employer may install cameras on its property and in vehicles for security purposes.
- b) The employer shall not use security cameras for surveillance or discipline purposes of its employees.
- c) The only exception shall be if a complaint is received regarding an employee who may be involved in criminal charges, the video material would be reviewed by the police, the employer and the Union.

ARTICLE 11.00 SPAREBOARD AND VACATION SWINGBOARD

11.01 SPAREBOARD

There shall be a minimum of seven (7) Spareboard positions to be signed for each board period sign-up.

- 11.02 a) **Transit Services** shall schedule Spareboard operators two (2) consecutive days off in any pay period while on the Spareboard.
- b) When a run becomes open for more than one (1) full working week by reason of illness, vacation, or leave of absence etc., the senior Spareboard operator without a run shall be **given the first choice to bid on** that run for the next day of work that has not yet been scheduled and shall remain on that run, until the regular operator returns, or the next sign up, whichever occurs first.

- c) When assuming a signed run off the Spareboard for one week or more, the operator shall assume the off days of that run.
- d) **When offering work to operators who are sitting spare, open work shall be selected according to seniority. Spareboard signup for the following week shall conclude no later than 6:00pm Wednesday the week previous. Spareboard signup shall include scheduled hours of work and scheduled off days for the following week.**

11.03 When a signed run is cancelled, operators shall be assigned to the Spareboard according to seniority without bumping of signed runs. The operator shall stay on the Spareboard until their regular signed run resumes.

11.04 All Spareboard and Extraboard operators assigned to **open work** of less than eight (8) hours shall report to the Supervisor upon completion of their last scheduled run before returning to the garage.

11.05 VACATION SWINGBOARD

- a) The minimum number of vacation swing positions shall be three (3).
- b) A separate vacation swing sign-up shall be posted detailing all the vacation work available and signed by seniority in conjunction with the board period sign-up
- c) Operators who sign vacation swing or whose run includes vacation swing shall select weeks of work from the vacation swing sign-up for that board period.
- d) When vacations are cancelled for any reason, the vacation swing operator assigned to cover that vacation shall assume their seniority position on the Spareboard for the duration of that vacation swing selection.
- e) When a vacation change is requested, the vacation swing operator shall continue to work the vacation week selected and the operator requesting the vacation change shall assume their seniority position on the Spareboard.

ARTICLE 12.00 TRADING SHIFTS

12.01 a) A transit employee wishing to trade one or more of their scheduled shifts shall be required to find another transit operator with whom

to trade shift(s). Once it has been approved, it then becomes the employee's assigned shift and their scheduled working day.

- b) The trade request form is completed and both employees sign the form. Prior approval of Management is required before the trade can occur, but approval shall not unreasonably be withheld.
- c) The traded shift(s) and the payback shift(s) must occur within **three (3) months or Transit Management will schedule the date of the trade. The settlement of the trade will be at straight time, operators will not be eligible for overtime for this work.**
- d) The hours to be traded are regular hours and do not involve overtime.
- e) **Operators who request a shift trade shall not be eligible to request overtime on that day.**

12.02 EMPLOYMENT STANDARDS RELATING TO TRADES:

The trade can only take place if both operators meet the rules imposed by Employment Standards.

It is the responsibility of both operators to understand the rules and monitor their schedule to ensure they are in compliance with Employment Standards before requesting or accepting a trade.

The work week is comprised of regular hours plus overtime hours plus traded shifts. (i.e. All hours worked in a pay period, Sunday through Saturday).

- a) The operator cannot work more than **sixty-eight (68)** hours in any one (1) pay period (regularly scheduled hours, overtime hours and any traded shifts).
- b) The operator must have eleven (11) hours off in a twenty-four (24) hour period, of which eight (8) hours off must be consecutive.
- c) The operator must be off a minimum of twenty-four (24) consecutive hours in any one pay period or forty-eight (48) consecutive hours off in the following consecutive pay period.

ARTICLE 13.00 EXTRABOARD

13.01 Extraboard Operators/Cleaners can only be assigned to drive upon completion of all licence and training requirements. **Extraboard**

Operators/Cleaners shall receive at least forty (40) hours training for cleaning duties. While in training the employee(s) will not be considered as coverage for a regular garage utility shift or operate a vehicle in revenue service.

The Extraboard Operators/Cleaners shall be subject to the following regulations:

- a) There shall be no guarantee of hours for the Extraboard Operators/Cleaners.
- b) Extraboard Operators/Cleaners shall be assigned work after Spareboard Operators have been detailed.
- c) All Extraboard Operators/Cleaners shall make themselves available to work up to forty (40) hours per week.
- d) Extraboard Operators/Cleaners shall not work over forty (40) hours in any given week until all full time operators, **who have signed the overtime request form have been called and given the opportunity for the overtime. Extraboard Operators/Cleaners may identify if they wish to be considered for more than forty (40) hours of work in a week, by signing the overtime request form.**
- e) Extraboard Operators/Cleaners shall receive one and one half (1 ½) times their hourly rate for all in excess of forty (40) hours per week, excluding sign-in and sign-out time.
- f) There shall be no more than **twenty (20)** Extraboard Operators/Cleaners, excluding Extraboard Operators/Cleaners in training.
- g) No signed runs or Spareboard position shall be left vacant on the sign-up board. When vacancies arise for full time Operators, Article **26.01** shall be followed. If there are no qualified internal applicants, the most senior Extraboard Operator/Cleaner shall advance to the full time Operator position(s).
- h) Once an Extraboard Operator/Cleaner becomes a full-time Operator, they shall remain a full-time Operator and no full-time Operator can elect to become an Extraboard Operator/Cleaner.
- i) The Extraboard Operator/Cleaners shall receive benefits after the completion of their probationary period (Article 2.06), except that:

- Hours of work and statutory holiday pay shall be in accordance with The Employments Standards Act
- **Vacation earnings will be accrued at four (4%) of earnings and paid out at the time the Extraboard Operator/Cleaner takes vacation. Excess vacation accrual will be paid out in December of each year. Extraboard Operators/Cleaners will sign for vacation based on their seniority, as part of the regular vacation sign-up. They may sign up to two (2) weeks vacation time off, except that:**
 - **If an Extraboard Operator/Cleaner has between forty (40) hours of accumulated vacation dollar entitlement but less than eighty (80) hours they must sign for a minimum of one week of vacation but may sign for two (2) weeks, if they choose to. If an Extraboard Operator/Cleaner has over forty (40) hours and less than eighty (80) hours vacation accrual and has used only one week (forty hours), the balance will be paid out at the end of the year.**
 - **If an Extraboard Operator/Cleaner has eighty (80) hours of accumulated vacation entitlement or more, they must sign for two (2) weeks vacation.**

j) Extraboard Operators/Cleaners shall be required to perform Garage Utility duties when assigned.

k) The Union shall be provided a list of Extraboard Operators/Cleaners with their total number of hours worked for the previous week.

ARTICLE 14.00 HOURS OF WORK

14.01 The work week for all employees shall be deemed to start Sunday and end Saturday.

14.02 All full time employees shall be **guaranteed forty (40) hours pay per week, providing there is no unauthorized leave in the pay week.**

14.03 No employee shall be required to report for work more than twice daily. Employees working overtime shall be excluded from this clause.

14.04 No employee shall be scheduled over a maximum spread of **twelve (12) hours**, excluding sign-in and sign-out time.

- 14.05** In the event an employee reports sick, they shall lose no more of the guarantee than their scheduled work.
- 14.06**
- a) The employee cannot work more than sixty-eight (68) hours in any one (1) pay period (regularly scheduled hours, overtime hours and any traded shifts).
 - b) The employee must have eleven (11) hours off in a twenty-four (24) hour period, of which eight (8) hours off must be consecutive.
 - c) The employee must be off a minimum of twenty-four (24) consecutive hours in any one (1) pay period or forty-eight (48) consecutive hours off in the following consecutive pay period.

ARTICLE 15.00 OVERTIME

- 15.01 When an employee works overtime on their working day, or in excess of forty (40) hours in a week, **excluding sign-in/sign-out**, they shall be paid at time and one-half (1 ½) for all overtime hours. When the operators have **approved** lost time during the **working day**, the above condition shall still apply. **When an employee works overtime on their day off they will be paid at time and one-half (1 ½) for all overtime hours, including sign-in/sign-out.**
- 15.02
- a) Overtime shall be paid at time and one-half (1 ½) for all time worked in a day by an operator on signed runs after the elapsed spread time of ten (10) hours from the time they first report for work that day, excluding sign-in and sign-out. **Extraboard Operators/Cleaners and Split Shifts are excluded from this clause.**
 - b) Overtime shall be paid at time and one-half (1 ½) for all time worked in a day by an operator on unsigned runs after the elapsed spread time of eleven (11) hours, excluding sign-in and sign-out. **Extraboard Operators/Cleaners and Split Shifts are excluded from this clause.**
- 15.03 No exchanges of overtime or overtime by proxy shall be permitted.
- 15.04 An employee shall only be allowed to work an amount of overtime **that when added to their signed shift value:**
- a) Total no more than thirteen (13) hours in one (1) day;
 - b) Total no more than sixty-eight (68) hours in one (1) week; and
 - c) Include eleven (11) hours off in a twenty-four (24) hour period, eight (8) of which must be consecutive.

- 15.05 a) When a PM operator agrees to report early to cover for their AM running mate, they shall receive time and one half (1 ½) for the extra time worked and the appropriate sign-in time, for that run, at straight time.
- b) When an AM operator agrees to stay late to cover their PM running mate, they shall receive time and one half (1 ½) for the extra time worked and the appropriate sign-out time, for that run, at straight time.

15.06 OVERTIME ELIGIBILITY

Mobility Operators, Transit Fleet, and Maintenance Utility employees are eligible to add their names to the Operator's overtime list **provided they have a proper licence and qualifications** and shall be considered for overtime only after all full-time Operators and Extraboard Operators have been approached.

15.07 EMERGENCY SITUATIONS

Transit Fleet and Maintenance Utility employees may be used in emergency situations provided they have a proper license and qualifications.

- 15.08 When employees are required to report for work and there is no work available, said employee shall be paid not less than two (2) hours at the appropriate overtime rate.

ARTICLE 16.00 OVERTIME DISTRIBUTION

16.01 OVERTIME DISTRIBUTION

- a) Operators interested in working overtime shall sign the "Overtime Request Form" to declare the days they are available and **indicate their choice of the following:**
- **AM SHIFT – Any piece of work starting 4:00am – 11:59 am**
 - **PM SHIFT – Any piece of work starting 12:00pm – 11:59pm**
 - **LATE NIGHT – University late night service**
- b) Overtime Request Forms shall be valid for one calendar month and submitted on a month-to-month basis by the operator no later than the last Wednesday of the preceding month. The form shall be signed by the Route Supervisor when submitted. **If the form is not submitted on time due to sickness, vacation, absence, the**

form can be submitted but the operator is placed at the bottom of the list and assumes the highest marks at the time of submitting the form.

- c) Operators who do not sign the Overtime Request Form shall not be eligible for overtime. **Once all of the Operators on the list have been contacted, any remaining overtime shall be filled by Extraboard Operators/Cleaners who have submitted an overtime request form. Should the list be exhausted, overtime will be offered by seniority from the Operator's list, subject to 16.02 f).**
- d) Once an operator accepts an overtime piece of work, they cannot forfeit that overtime piece of work for any other overtime piece of work that subsequently becomes available.
- e) Employees who submitted Overtime Request Forms and for emergency reasons are not available for their selection shall advise the Supervisor in writing **at least one (1) day in advance of the** date the work would have been detailed.
- f) The Supervisor distributing the overtime shall sign the daily worksheet adjacent to the work they have detailed.

16.02 OPERATOR DRIVING OVERTIME TRACKING SYSTEM

- a) **Overtime will be distributed based on the Overtime Tracking System. The Overtime Tracking System will run for a board period and will re-set at the beginning of each board period. Marks will be posted and tracked on a daily basis. The first overtime assignment of the board period shall be based on seniority.**
- b) **One (1) mark will be given for every full one (1) hour piece worked, in any area.**
- c) **When an Operator who is next on the list, cannot be contacted, the next operator on the list will be called.**
- d) **An Operator who signs the Overtime Request Form and passes the piece of overtime offered shall receive the marks for the piece of work of the highest value. An Operator who signs the Overtime Request Form and accepts the piece of overtime offered, and then subsequently declines the piece of overtime shall receive double marks for that piece of work.**

- e) **Marks will not be given to employees who cover an emergency or are attending approved City business. An emergency is when a Supervisor needs an operator to cover immediately until a replacement driver is found.**
- f) **Prior to the start of a board period, operators will be provided the opportunity to sign the Do Not Call list, which is in effect for the board period.**
- g) All employees have an obligation to report an error in assigned overtime in advance when they are aware of such errors.
- h) When driving overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime missed.

ARTICLE 17.00 OVERTIME BANK

- 17.01
- a) All employees may bank overtime to a maximum of forty (40) hours, which may be replenished once the bank falls below the maximum.
 - b) If the employee's Overtime Bank has reached a maximum forty (40) hours and overtime is worked, the employee shall be paid overtime until time is taken to reduce below the forty (40) hour maximum.
 - c) Time may be taken as paid time off at a time mutually agreed between the Supervisor and the employee, in recognition of operational requirements.
 - d) Time taken from the bank **may** be withdrawn in **increments of one (1) hour or more, upon approval.**
 - e) Time in the Overtime Bank shall only be paid out at the time of termination or retirement.
 - f) Depositing part shift(s) or shift premiums into the bank shall not be permitted.
 - g) **Extraboard operators/cleaners shall not be able to bank overtime.**

ARTICLE 18.00 SICK DAYS

- 18.01
- a) The City shall provide each **eligible** employee with **fifty (50) non-cumulative sick hours** per calendar year. The City further reserves the right to request a Doctor's note to justify the absence.
 - b) Should any employee leave the employ of Transit Services for reasons other than retirement, these sick **hours** shall be reimbursed to the City on a prorated basis.
 - c) Sick **hours** shall be issued to new employees on a prorated basis, following successful completion of their probation, based on their date of hire.
 - d) **Employees are encouraged to schedule health care appointments outside their scheduled hours of work. However, where this is not possible, employees can utilize a maximum of up to twenty (20) hours per year, with adequate supervisory notification, for health care appointments without loss of pay, such time to be deducted from sick hours. A minimum of one (1) hour will be deducted for appointments and justification for the request (i.e. Appointment card) will be submitted to the Supervisor or the Health and Safety Specialist.**
 - e) **An employee who has used all of their fifty (50) non-cumulative sick hours in the current year, shall request from Human resources and be granted up to an additional ten (10) non-cumulative sick hours provided they have unused entitlement of those ten (10) hours from the prior year.**

ARTICLE 19.00 TRAINING

- 19.01 All operators engaged in training new employees shall receive the additional amount of twelve (12) minutes per hour for time spent on such training providing required evaluation forms are completed by the training operator. An operator shall be required to do assigned training, but would receive advance notice when they would be training.
- 19.02 While in training, operators and mobility operators shall be paid at straight time rates in Stage 1 of the pay grid. Training shall not be scheduled to exceed **the shift value**.
- 19.03 **The Union Executive and Transit Services shall meet at least quarterly** to review training requirements.

ARTICLE 20.00 REST PERIODS

- 20.01
- a) All operators on duty continuously for more than five (5) hours, shall be entitled to a paid thirty (30) minute rest period.
 - b) This rest period will be scheduled no earlier than two (2) hours after the start of the shift and no later than two (2) hours before the end of the shift.
 - c) In an emergency situation (i.e. inclement weather, schedule deviations, etc.), employees shall be required to continue with their driving duties and shall be given a break at the earliest opportunity.
- 20.02 Transit Fleet employees shall be given five (5) minutes in which to wash up before leaving work. Two ten (10) minutes breaks shall be given to each Transit Fleet employee; one break in the first half of their shift, the other break in the second half of their shift.
- 20.03
- a) Guelph Transit shall provide a lunch/rest room for all Transit employees in the downtown area that shall not be accessible to the public.
 - b) **When the Transit Terminal is operational Guelph Transit shall provide a lunch/rest room for all Transit employees. The appropriate amenities will be agreed upon by Transit Management and the Union Executive.**
 - c) Guelph Transit shall arrange to have public washroom facilities made available on all Guelph Transit routes.
- 20.04** The rest period for Sundays may be waived and must be mutually acceptable to both parties.

ARTICLE 21.00 WAGES

CLASSIFICATION	Jan 1/11	July 1/11	Jan 1/12	July 1/12	Jan 1/13
Garage Utility	\$22.17	\$22.55	\$22.87	\$23.26	\$23.59
Maintenance Utility	\$23.51	\$23.86	\$24.16	\$24.52	\$24.83
Operator Stage 1	\$23.01	\$23.36	\$23.65	\$24.01	\$24.31
Operator Stage 2	\$23.82	\$24.18	\$24.48	\$24.85	\$25.16
Operator Full Rate	\$25.07	\$25.45	\$25.77	\$26.16	\$26.49
Mobility Operator Stage 1	\$23.01	\$23.36	\$23.65	\$24.01	\$24.31
Mobility Operator Stage 2	\$23.82	\$24.18	\$24.48	\$24.85	\$25.16
Mobility Operator	\$25.07	\$25.45	\$25.77	\$26.16	\$26.49
Licenced Truck & Coach Tech	\$29.46	\$29.90	\$30.27	\$30.72	\$31.10
Lead Licenced Truck & Coach Tech	\$30.38	\$30.84	\$31.23	\$31.70	\$32.10
Service Maintenance Technicians	\$23.98	\$24.34	\$24.64	\$25.01	\$25.32

Operator and Mobility Operator

Stage 1 From date of hire until completion of probation

Stage 2 An additional 850 hours worked following probation

***A premium of one (\$1.00) dollar per hour will be paid to dual licenced technicians for anytime spent doing work where an automotive (310S) licence is required. Management will inform the ATU 1189 Executive what licence(s) that new hires possess, but there are no restrictions on hiring a single (310T) or dual licenced (310T/310S) technician.**

***The Garage Utility rate will be maintained at \$2.90 less than the Operator full rate for the duration of the contract.**

21.02 SHIFT PREMIUM

A shift premium of \$.90 per hour shall be paid to employees for hours worked over and above their regular rate of pay and for any shift that finishes after 9:00 p.m. and before 5:00 a.m. the following day. **Effective January 1, 2012, the shift premium shall be \$.95. Effective January 1, 2013, the shift premium shall be \$1.00.**

21.03 SUNDAY PREMIUM

a) A premium, as follows, shall be paid to employees for hours worked on Sunday over and above their regular rate of pay:

July 1, 2010	\$2.00 per hour
January 1, 2012	\$2.25 per hour
January 1, 2013	\$2.50 per hour

b) Shift premium shall not be paid in addition to Sunday premium.

c) The premium calculated in 21.02 and 21.03 a) shall be calculated on regular hours only and shall be included in the calculation of contributory earnings in the OMERS pension plan, subject to applicable regulations. If the employer introduces a night shift, which starts after 9:00 p.m., any affected employees shall receive the same shift premium.

21.04 a) All employees performing duties not within their own classification shall receive the minimum rate applicable to the higher classification. In cases where this would result in a drop in pay, the next higher rate of pay shall be paid.

b) The exception to 21.04 a) shall be Extraboard Operator/Cleaners who shall be paid the appropriate garage utility rate when cleaning and the appropriate operator rate when operating.

21.05 a) **It is the responsibility of the all employees to swipe into and out of the time system. Data from this system shall be used to calculate wages.**

b) **Failure to swipe into or out of the time system when on duty shall result in disciplinary action.**

21.06 Employees with eligible earnings shall be paid by direct deposit on each Thursday.

ARTICLE 22.00 HOLIDAYS AND FLOATERS

22.01 HOLIDAYS

- a) The following holidays are recognized with time off and paid for at straight time: New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- b) No holiday shall be paid in cases of absence where an employee is receiving benefits for illness, Workplace Safety Insurance Board, or pregnancy/parental leave.
- c) All employees required to work on a holiday will be paid time and one-half (1 1/2) for all hours worked, **including entitlement under 22.01 a).**
- d) **It is at the City's discretion to provide or not provide service on any of the holidays listed above.**

22.02

- a) **Employees signed to a piece of work for a week in which a holiday falls shall be paid shift value for that holiday.**
- b) **When a Statutory Holiday falls on a day when an employee is scheduled to work they will be paid shift value for that holiday and given the day off.**
- c) **When a Statutory Holiday falls on a day when an employee is not scheduled to work they will be given an alternate day off at shift value within three (3) months of the date of the holiday, unless the employee requests in writing prior to the holiday to be paid for the shift value at straight time.**
- d) **Employees shall make written application to take a Stat Lieu Day. Stat Lieu Days shall be approved, in writing, on a first come, first served basis by the employee's Supervisor.**
- e) **Days booked may not be cancelled with less than one (1) week's notice.**
- f) **No request shall be unreasonably denied.**

22.03 FLOATERS

- a) **All full time employees shall receive three (3) floater holidays, that must be taken between January 1 and December 31 of the calendar year or floater days not used by December 31st shall be paid out at eight (8) hours per floater in the pay period in which December 31st falls.**
- b) **Employees shall make written application to take a floater day. Floaters shall be approved, in writing, on a first come, first served basis by the employee's Supervisor.**
- c) **Floaters booked may not be cancelled with less than one (1) weeks' notice.**
- d) **No request shall be unreasonably denied.**
- e) **Floaters, when taken, shall be paid shift value for that floater.**
- f) **When an employee commences employment in the current year, their floater days shall be earned on a percentage of total days worked in the current year, January 1 to December 31.**
- g) **If any employee leaves the employment of the City, their floater days shall be paid on a percentage of total days worked in the current year, January 1 to December 31.**

22.04

- a) **When a Statutory Holiday occurs during a five (5) day shift, time and one-half shall be paid after thirty-two (32) hours work for one (1) holiday and after twenty-four (24) hours worked for two (2) holidays. This does not include sign-in and sign-out time.**
- b) **When a Statutory Holiday occurs during a four (4) day shift, time and one-half shall be paid after thirty (30) hours work for one (1) holiday and after twenty (20) hours work for two (2) holidays. This does not include sign-in and sign-out time.**
- c) **Overtime hours do not apply in calculating the threshold for a) and/or b).**

22.05 STATUTORY HOLIDAY SIGN-UP

In the event Statutory Holiday service is introduced

- a) **The Statutory Holiday sign-up shall be posted no later than four (4) weeks prior to the Statutory Holiday.**

- b) All employees shall declare, in writing, whether they wish to work, no later than three (3) weeks prior to the Statutory Holiday.
- c) The work shall be distributed according to the following order:
 - i) **An employee who was scheduled to work on a day that the holiday falls and who elects to work on that day, by seniority;**
 - ii) An employee who elects to work on a scheduled off day, by seniority;
 - iii) Extraboard operator shall be forced, **if required; and**
 - iv) If required, employees on a scheduled workday shall be forced from the bottom of the seniority list until all pieces of work have been filled.
- d) Once an employee elects to work, they may not reverse their decision.
- e) Three (3) weeks prior to the Statutory Holiday the work roster shall be posted.
- f) No later than two (2) weeks prior to the Statutory Holiday, employees identified on the work roster shall submit a “slip” identifying the run they wish to work on that Statutory Holiday.
- g) Employees who fail to submit a slip shall be bypassed and assigned a run after all other slips have been assigned
- h) Two (2) weeks prior to the Statutory Holiday, the work assignments shall be posted.
- i) Once an employee is assigned to work, that day shall become their working day.

ARTICLE 23.00 ANNUAL VACATIONS

23.01 Annual vacation with pay based on continuous service shall be granted to full time employees covered by this Agreement as follows:

- a) Two (2) weeks vacation to employees after completing one (1) year of service.
- b) Three (3) week’s vacation to employees commencing with the regular vacation period in the year in which their third (3rd) anniversary falls.

- c) Four (4) weeks vacation to employees commencing with the regular vacation period in the year in which their eighth (8th) anniversary falls.
- d) Five (5) weeks vacation to employees commencing with the regular vacation period in the year in which their fifteenth (15th) anniversary falls.
- e) Six (6) weeks vacation to employees commencing with the regular vacation period in the year in which their twenty-third (23rd) anniversary falls.
- f) Seven (7) weeks vacation to employees commencing with the vacation period in which their twenty-eighth (28th) anniversary falls.

It is mutually understood that there could be cases in where an employee has used vacation that they have not yet earned. That being the case, said employee shall reimburse the City for vacation monies owed.

23.02 SINGLE DAY VACATION

Seventeen (17) vacation slots shall be made available in the annual vacation sign-up **as per Article 24.01**.

- 23.03 a) Only two (2) vacation weeks may be taken during prime time. The remainder of vacation entitlement shall be taken during the balance of the year.
- b) An employee may elect to carry over one (1) week of vacation entitlement to the next vacation year at the time of vacation signing, providing they advise Transit Management and the Union by September 1, before the vacation signing takes place.

23.04 Providing they have four (4) weeks vacation entitlement at the time of vacation signing, and providing there is a block of four (4) weeks available on the vacation sign-up when they sign, the employee may take four (4) weeks vacation in their eighth year or after. This shall occur only once.

- 23.05 a) A vacation pre-board meeting between the Union **Executive and Transit Management** shall be held no later than October 1st of each year.
- b) Vacation sign-up posting for full time operators covered by this Agreement:
 - Shall be given to the Union the third Monday in October;

- Shall be posted no later than the fourth Monday in October;
- Shall start no later than the first Monday in November; and
- Shall be completed in accordance with article 23.08.

23.06 Vacation pay shall be **paid at the** entitled percentage of your gross earnings or **the** appropriate guaranteed **shift value** per week entitlement, whichever is greater.

The year for this calculation is defined as July 1st to June 30th.

23.07 Vacation entitlement may be taken between January 1st and December 31st of a calendar year.

23.08 a) Prime time is defined as the **ten (10) week** period preceding Labour Day

b) **Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation** at one time during “prime time”,

- Operators and Operator/Cleaners **20**
- Mobility Operators **1**
- Mobility Dispatch **1**
- Maintenance/Utility **1**

c) **Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation**, other than “prime time” in the vacation year shall be:

- Operators and Operator/Cleaners **10**
- Mobility Operators **1**
- Mobility Dispatch **2**
- Maintenance Utility **1**

d) **Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation during Christmas week, shall be:**

- **Operators 12**
- **Mobility Operators 1**
- **Mobility Dispatch 1**
- **Maintenance Utility 1**

e) If the number of signed positions required to provide service decreases to one hundred (100) or less, the minimum number of employees identified in article 23.08 b) and c) would be adjusted

during discussions at the vacation pre-board meeting the following year.

- f) **The annual vacation sign-up shall be conducted by one member of the Union working ten (10) hours per day:**

- **2011 – six (6) days over a fourteen (14) day period;**
- **2012 – five (5) days over a fourteen (14) day period; and**
- **2013 – Four (4) days over a seven (7) day period**

Any change to this schedule shall be agreed to by Transit Services.

- g) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.
- h) Employees who are unavailable and who fail to submit a selection slip or contact the Union, shall have their vacation signed by a Union member during the vacation sign-up.
- i) Once signed, vacations shall not be changed without the mutual agreement of the Union and **Transit Services**.

23.09 When changing job classification, an employee shall carry with them their vacation entitlement and shall sign their vacation in their appropriate seniority position in their new job classification.

23.10 When signed vacation occurs while an employee is on an Approved Leave, Short Term Disability, or Workplace Safety Insurance Board, the employee must select an available vacation week(s) immediately upon return. When no vacation week(s) are available, at their request the employee could be paid out or carry one week of vacation into the following year, provided they have not already deferred a week of vacation to that year.

In situations where the annual vacation sign-up for the following year has not yet taken place, the **carried over** week shall be added to their vacation quota.

In situations where the annual vacation sign-up for the following year has already taken place, the employee shall select an available vacation week.

23.11 Upon termination of an employee, their death or retirement, the employee, the estate, or the designated beneficiary shall be entitled to vacation pay pro-rated from the preceding anniversary date to the date of

termination, death or retirement.

ARTICLE 24.00 REQUESTS FOR TIME OFF

24.01 When an Operator or Extraboard Operator/Cleaner requests a single day vacation, a floater day, time from their Stat Lieu Bank, time from their Overtime Bank, or approved unpaid Leave, it is agreed that **for the period September through April, a minimum of six (6) employees shall be granted time off on any day. For the May through August Board Period a minimum of eight (8) employees shall be granted time off on any day in this period.**

Two (2) slots will be reserved for single day vacation sign-ups to be signed prior to the start of the board period, based on seniority. The remaining four (4) slots in the September to April period or six (6) slots in the May through August period, will be signed on a first come first served basis, after the start of the board period.

Any additional request shall be determined based on workforce requirements.

- a) Requests for time off shall be made in writing.
- b) Requests **for single days, other than single day vacations,** shall be made no more than twelve (12) months in advance.
- c) All requests must be approved by the employee's Supervisor.
- d) Time off shall be approved, in writing, on a first come, first served basis.
- e) A chronological list of employees requesting time off shall be kept for each day of the year. The **seventh (7th)** employee on the list would be approved if one of the approved **six (6)** employees cancels their request **in the September to April period. The ninth (9th)** employee on the list would be approved, if one of the approved **eight (8)** employees cancels their request **in the May to August period.**
- f) Requests booked may not be cancelled with less than one (1) week notice.

ARTICLE 25.00 SENIORITY AND LAY-OFFS

25.01 SENIORITY

- a) Seniority is an exclusive right and under the jurisdiction of Local 1189 of the ATU. All employees shall hold their seniority in accordance with their continuous employment with The City of Guelph Transit Services.
- b) In the event there are multiple employees hired on the same date, seniority shall be based on the date and time Human Resources received the application. The Offer of Employment shall have the application date shown and a copy of The Offer of Employment shall be provided to the Union.

25.02 Seniority is lost if:

- a) Voluntary termination of employment **by** the employee;
- b) Employee is discharged for just cause and the discharge is not reversed by the Grievance Procedure or Arbitration;
- c) Failure to report absence from work for three (3) Transit working days without reasonable cause;
- d) Employee is laid off for a period of twenty-four (24) months. While laid off, seniority shall accumulate.

25.03 LAYOFFS

- a) Should a layoff of an employee or employees be planned, a minimum of fourteen (14) days' notice shall be given. Layoffs shall be done according to seniority with the last employee on, first employee off and vice versa when recalling. There shall be **four (4) groupings** for the layoff procedure:
 - Operators, Extraboard Operators/**Cleaners**, Garage Utility, Maintenance Utility and Mobility Operators;
 - Mobility Dispatch;
 - **Licensed Truck and Coach Technicians; and**
 - **Service Maintenance Technicians.**
- b) An employee being displaced in a layoff situation shall bump the least senior position in the job **grouping**, providing they have the qualifications. If an employee who has bumped into the position has the required licence, the employee shall be provided all

required training.

- c) No new employees within their job classification shall be hired until all those laid off have been given the opportunity of recall.
- d) **No overtime shall be offered or performed until all laid off employees have been contacted. Coverage for absences shall be offered to employees on lay off.**
- e) **For vacancies that arise on the day of operation, coverage may be provided through overtime.**
- f) **If an employee accepts a temporary recall, the employee will be recalled to cover a specified period of time and once that temporary recall has been completed, they will resume the layoff if required.**
- g) **When temporarily recalled, the employee would be expected to report for the shift requiring coverage. However, if they are not available they will be by-passed and the next employee (on lay off) on the seniority list would be contacted.**
- h) **If not available on initial contact and the requirement for a full recall is in effect,** a letter shall be sent by the employer to the employee via registered mail and within seven (7) working days of having received the letter, the employee must return to work. If the employee does not return to work they shall be terminated and seniority shall be lost. If an employee notifies their Manager within seven (7) working days that they are unable to return to work within the prescribed time for a legitimate reason such as sickness, accident or a death in the family, **Transit** Management may approve a Leave of Absence up to a specified date. The employee would be passed over and the next employee on the seniority list would be recalled. Extensions to the leave date would require approval by the appropriate Manager or designate.
- i) It is the obligation of the employee to keep Transit Services informed at all times of an address to which registered mail can be received by them.

25.04 The City agrees to give the Union reasonable notice of the implementation of any technological changes or improvements, which shall result in lay-offs or termination of employees covered by this contract. If termination would occur, consideration for employment would be given to any Transit employee for any open positions in the City.

ARTICLE 26.00 JOB POSTINGS AND PROMOTIONS

26.01 VACANCIES FOR FULL TIME EMPLOYEES

- a) When vacancies and new classifications occur within the Bargaining Unit, the employees shall be notified by a job posting which shall state the vacancy that is open and the requirements necessary to fill the vacancy. The job posting shall be displayed on the Transit Services and Fleet notice boards for a minimum of five (5) working days during which time any employee may apply. Management shall review and interview all qualified applicants. If an applicant is selected, they shall be notified in writing. In addition, a notice shall be posted at Transit Services stating the employee who has been selected. The unsuccessful applicants shall be notified before the vacancy is advertised outside of Transit Services. In all cases, where qualifications are equal and meet the minimum requirements of the job, the most senior employee shall be given the job.
- b) No employee hired after October 1, 2006 shall be eligible to bid to a vacant position within the Bargaining Unit until they have been employed in their current position for a minimum of eighteen (18) months.

26.02 TRIAL PERIOD

- a) When a member from within the Bargaining Unit is the successful applicant to a new position in the Bargaining Unit, they shall be subject to a trial period of up to three hundred and twenty (320) hours worked for maintenance employees and mobility dispatchers. For operator/cleaners and mobility operators, the trial period will conclude three hundred and twenty (320) hours after entering revenue service.
- b) If the City finds the employee unsatisfactory in the position during the trial period, they will be returned to their former position and wage rate without loss of seniority.
- c) In the event the successful applicant wishes to return to their former position within a period of up to one hundred and sixty (160) hours, they shall be returned to that position and wage rate without loss of seniority.
- d) Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned

to their former position and wage rate without loss of seniority. If a new employee was hired to fill a vacancy they would be laid off, if there was no other vacancy available in the Bargaining Unit.

26.03 In accepting a transfer to another **group** within Transit Services, an employee shall be placed at the bottom of the seniority list for that **group**, but shall retain their years of seniority for vacation entitlement.

26.04 If an employee who is covered by the terms of this Collective Agreement on or after the effective date of this agreement, is promoted or transferred to a job with the City of Guelph but outside the Bargaining Unit on a permanent basis, the employee shall retain their seniority in their former job classification for one hundred and sixty (160) hours worked provided the employee pays dues, fines and assessments to the Union during this one hundred and sixty (160) hour period. If the employee requests to return to their former classification before they have completed one hundred and sixty (160) hours in their new job, the employee shall be credited with their seniority accrued prior to their transfer from Local 1189, provided the employee paid their dues, fines and assessments to the Union. This opportunity shall not be given more than once to any employee.

Should the employee decide to return to their Bargaining Unit position, they shall assume their previously assigned run, provided they are returning within the same run sign-up. Should the employee return during a subsequent sign-up, they shall be placed on the Spareboard according to their seniority and assigned work according to Spareboard regulations.

26.05 When an operator serves in the capacity of **Acting Route Supervisor**, they shall not be asked to return to driving duties on that day. An operator assigned to supervise shall not impose disciplinary action or be part of the disciplinary procedure, but may be required to furnish information during an investigation. It is not intended that **Acting Route Supervisors** would pursue opportunities to administer discipline.

ARTICLE 27.00 RESIGNATIONS

27.01 An employee who resigns from employment with the employer shall be entitled to withdraw their resignation within two (2) working days of having submitted the resignation. For the purpose of this clause, working days does not include Saturdays, Sundays or holidays. This privilege shall only be allowed once per employee.

ARTICLE 28.00 ACCIDENT REPORTS

28.01 ACCIDENTS

a) Accident or incident reports shall be completed and submitted at the end of a shift and employees shall be paid thirty (30) minutes straight time (if report is filled out after shift), provided the report is filled out properly. A copy of all reports shall be supplied to the Union **Executive and the appropriate committee.**

INCIDENTS

b) **A customer Incident Report shall be completed and submitted at the end of a shift only at the request of a Supervisor. Employees shall be paid thirty (30) minutes straight time if the report is filled out after shift, provided the report is filled out properly. A copy of all reports shall be supplied to the Union Executive and the appropriate committee.**

ARTICLE 29.00 EMPLOYEE TRANSPORTATION

29.01 Transportation shall be supplied to employees commencing work at 5:30 a.m. and finishing work at 1:00 a.m., Monday to Saturday, within the City of Guelph.

29.02 TRANSIT PASSES

- a) Guelph Transit shall provide free transportation on Guelph Transit buses to employees and retired employees upon presentation of a pass containing photo identification prepared by Guelph Transit.
- b) A replacement pass shall be issued only if the damaged pass is turned into the employer.
- c) Any member of ATU, outside of Local 1189, upon presentation of their Union Card, shall be permitted to ride free-of-charge on buses operated by Guelph Transit.

ARTICLE 30.00 UNIFORMS

30.01 OPERATOR UNIFORMS

- a) The Union and Management shall meet in January, prior to the commencement of the ordering of uniforms.
- b) The employee must be measured by a tailor for the order to be placed. Both a male and a female tailor shall be available to take

measurements. Measurements on file from previous orders are not sufficient. Uniforms must be picked up within three (3) weeks of being notified. Problems with fit must be reported to Transit Administration within ten (10) days after pickup.

- c) **Fittings for uniform are to start February 15th and end on March 31st. Exceptions to these dates shall only be made for persons returning from extended periods of leave/absence.**
- d) **A chart with established point values for each approved piece of the uniform shall be jointly agreed to by the Uniform Committee. Operators shall be assigned 75 points annually with which to obtain a uniform.**

30.02 Employees are expected to present themselves in a clean, neatly pressed uniform and have a tidy, well-groomed personal appearance. **Only uniform apparel shall be worn while on duty.**

Guelph Transit shall have ATU Local 1189 embroidered on uniform issued shirts, in a mutually agreeable location.

Appropriate **black or brown** footwear that complements the uniform shall be worn. No sandals, no open toe shoes, no open heel shoes and no heels higher than one (1) inch shall be worn. **Employees must wear socks above the ankle.**

30.03 The choice of whether to wear a neck tie shall be at the operators' discretion. Should an operator choose not to wear a tie, only the collar button of the shirt shall be undone. **Shorts and golf shirts** may only be worn during the period of April 1 to October 30.

30.04 New drivers shall **be issued two (2) uniform shirts and shall** wear dress trousers, so as to present a neat appearance. Once the probationary period has passed, **Transit Management shall issue a new operator a full uniform package.**

Full Uniform Package shall include:

Two (2) pairs of pants, four (4) shirts, two (2) ties, two (2) pair of shorts, two (2) golf shirts, two (2) sweaters, one (1) spring jacket, one (1) 3-in-1 overcoat, one (1) hat and one (1) toque.

30.05 C.S.A. APPROVED FOOTWEAR

All **Fleet Maintenance employees**, Maintenance Utility, and full-time/**part-time** Mobility Operators shall be required to wear C.S.A.-

approved footwear during all working hours.

The City agrees to supply an annual boot voucher of \$140.00, issued in January of each year, towards the purchase of footwear. The voucher must be used by the end of the calendar year.

- **January 1, 2012 - \$145.00**
- **January 1, 2013 - \$150.00**

30.06 PRESCRIPTION SAFETY GLASSES

The City shall reimburse to any Fleet and Maintenance Utility employee who performs work where safety glasses are required, up to \$350.00 once every three (3) years towards the purchase of prescription safety glasses, upon presentation of a receipt to their Supervisor.

ARTICLE 31.00 DRIVER'S LICENCE

31.01 The required driver's licences are:

- | | |
|--|-----------|
| • Operator | BZ |
| • Extraboard Operator/Cleaner | BZ |
| • Mobility Operator | BZ |
| • Licensed Truck and Coach Technician | CZ |
| • Garage Utility | BZ |
| • Maintenance Utility | CZ |
| • Service Maintenance Technicians | CZ |

31.02 a) **Employee's shall maintain their required driver's licence classification.**

b) Employees must notify their Supervisor in writing when they are aware of any changes to their driver's licence (e.g., downgrades, upgrades, etc.)

c) Upon request, employees must supply their driver's licence to Transit Management for periodic check of the employee's driving abstract and verification of class.

31.03 MEDICAL FEE TO RENEW A LICENCE

The City shall reimburse the medical fee incurred to renew a licence for those employees required to maintain such a licence.

31.04 LOSS OF LICENCE

a) **An employee who has their required driver's license suspended or is otherwise prohibited from operating a vehicle or motorised equipment, must immediately advise their supervisor.** Any employee who is not in possession of their required driver's licence shall be suspended, without pay or benefits, until such time as a valid licence or documentation from the Ministry of Transportation is presented to Transit Management.

b) **An employee may apply for a Leave of Absence of up to thirty (30) months, without pay or benefits, due to the loss of their required driver's licence.**

c) Accumulation of seniority shall continue provided the employee pays their required Union Dues and assessments.

d) **When an operator is approved for a Leave of Absence:**

- i) **Their work shall go to the Spareboard for the balance of the sign-up;**
- ii) **An additional position shall be created at the bottom of the Spareboard until the completion of that board period;**
- iii) **Article 31.04 d) ii) is not applicable when the existing complement of operators, excluding the operator on leave is at or over the number signed runs. No position shall be created at the bottom of the Spareboard in that situation; and**
- iv) **The operator on the Leave of Absence shall be removed from the sign-up for subsequent sign-ups until they are qualified to return to driving duties.**

e) **When an operator returns from a Leave of Absence:**

- i) They shall assume their seniority on the Spareboard until the next sign-up, if returning after the start of a board period
- ii) The additional Spareboard position, **if created** shall be carried on future sign-ups until eliminated through attrition

f) A Leave shall be granted only once as in **31.04 b).**

g) An employee who is required to use an “ignition interlock” to operate a vehicle is not deemed to have the required licence restored in order to operate a City of Guelph vehicle. Ignition interlocks shall not be installed on City vehicles.

h) Benefits and accumulation of seniority are maintained while on an approved Medical Leave, provided Union Dues and assessments are paid. Medical Leave is not subject to the thirty (30) month time limit **set out in 31.04 b) or the condition listed in 31.04 f).**

31.05 If an employee’s licence is downgraded to a CZ due to accumulation of points and they cannot continue to do their assigned run, they shall be placed on the Spareboard and would continue to drive with no guarantee of hours, providing they upgrade their licence to a BZ as soon as possible, but no later than two (2) years from the date of the downgrade.

31.06 All employees shall present their driver’s licence to their Supervisor for verification of class, as requested.

ARTICLE **32.00** LEGAL COSTS

32.01 **When an employee** is required by the City or legal authority to secure evidence in connection with accidents, collisions, or any other matters **that they may have been** involved in or witnessed during their working hours, **or when an employee** is taken off duty by the City to give evidence in legal or other matters, the said employee, providing a report is made to Management, shall be paid the same pay they would have received had they been working at their regular employment. Reimbursement of employees’ pay shall be forthcoming upon presentation of an original court receipt. Any monies received from the Courts, except mileage, shall be turned over to the City.

32.02 An employee who is charged with an offence for any act or omission arising out of carrying out the employee’s duties shall have their legal costs paid by the employer, if they are found not guilty, or the charge is withdrawn. The employee’s legal cost shall not be paid by the employer in cases where the employee is found guilty of the original offence or a reduced charge relating to the original offence. The employee’s selection of an agent must be ratified by the employer, prior to the agent being retained.

ARTICLE **33.00** JURY / WITNESS LEAVE

33.01 a) When an employee is required to serve as a juror or is summoned as a court witness or a witness at an inquest, Guelph Transit shall pay the employee their regular rate of pay for the time served

during regular working hours.

- b) Guelph Transit shall pay the employee for the employee's time if they are requested by Guelph Transit to be present for preparation relating to any legal matter Guelph Transit or the City of Guelph may require them to be a part of.
- c) Court documentation shall be required to verify attendance. All court compensation shall be assigned to the City.

ARTICLE 34.00 UNION LEAVE

34.01 The City agrees to pay the **attending Union Executive** for Union-Management meetings. Effort shall be made to schedule meetings on their off time. A minimum of twenty-four (24) hours notification shall be given for such meetings.

34.02 a) Upon fourteen (14) days written notice, except in cases of emergency, Leave of Absence without pay or loss of service credits and seniority shall be granted for employees or Union Officials to attend union affairs up to a total of **eighty (80) working days** per year, not including arbitration and/or negotiation. The employer shall continue to pay all wages, benefits and credits to such employees and the Union shall reimburse the employer for all wages. No more than **four (4)** persons shall be absent at any one time.

b) Upon written application to the **General** Manager of Transit Services or their designate, thirty (30) Transit working days in advance, employees elected to office or appointed to a committee with the Amalgamated Transit Union shall be granted an unpaid Leave of Absence, without benefits or OMERS pension benefits. The Leave shall be for the period they are so acting. Upon their retirement from said office, they shall be given their former employment and full seniority, provided they are qualified to fill said position at the time of reinstatement.

34.03 In the event of the death of an employee or a retired employee, the Union shall name one (1) person, who shall receive time off with pay in order to attend the funeral. The paid time off shall be a maximum of one (1) day.

34.04 NEGOTIATING COMMITTEE

a) The Union Negotiating Committee shall be made up of four (4) members of ATU Local 1189 and an International Representative who may be accompanied by technical advisors.

- b) The City shall pay the ATU Local 1189 members their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid.
- c) The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur.
- d) No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.

34.05 ARBITRATION HEARINGS

The City shall pay two (2) members of the ATU Local 1189 executive while attending Arbitration Hearings, to a maximum of their shift value. If the hearing is a half day or less, the executive member would be required to return to **their regular duties** for the balance of their shift.

ARTICLE 35.00 BEREAVEMENT LEAVE

35.01 In the case of death in the immediate family of an employee, the City shall grant a Leave of Absence without loss of pay or seniority to an employee on the following basis:

- a) Up to five (5) consecutive working days at the time of the funeral: spouse, common-law spouse, child, step-child, legal dependant child, father, mother, step-parent.
- b) Up to three (3) consecutive working days at the time of the funeral; brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's parents, grandchild
- c) Up to two (2) consecutive working days at the time of the funeral: grandparent, spouse's grandparent.

35.02 Bereavement leave must be requested immediately upon notification of loss. All allowable time **is** to be taken consecutively, but not concurrently with regular time off.

35.03 If the employee requires more time, a Leave of Absence will be granted without pay or loss of seniority.

35.04 The employee shall not be entitled to the benefits of Article 37.00 when the employee fails, upon request, to furnish Transit Management with reasonable proof of death of the family member concerned.

ARTICLE **36.00** LEAVES

36.01 When an employee is sick, or on any leave, they must **call the sick line** to advise of their ability to return to work by 3:30 p.m. of the day prior to the a.m. shift and by 9:00 a.m. of the day of the p.m. shift.

36.02 PERSONAL LEAVE

Any employee requiring a Leave of Absence of up to six (6) months for personal reasons, without pay or without benefits, shall request so in writing to the employee's **Supervisor**. The personal Leave shall be granted to an employee provided such leave is for good and sufficient reason and provided permission is received from the employee's **Supervisor**. Such request for a Leave of Absence shall not be unreasonably denied. Any form of alternate employment shall not be a reason for a personal Leave. If, in cases of emergency, the request is made on a weekend, holiday or at night, then permission shall be determined by the employee's **Supervisor** not later than the first working day following the request.

Employees must use their unscheduled vacation entitlement, floater days, Stat Lieu Bank and Overtime Bank before an unpaid Leave can commence. **Any** scheduled vacation **within the** requested Leave period **shall** be used.

ARTICLE **37.00** PREGNANCY / PARENTAL / ADOPTION LEAVE

37.01 An employee shall be granted unpaid Pregnancy Leave, upon written request two (2) weeks prior to the Leave beginning and certification of a Medical Practitioner. The Leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the Certification. Total length of Pregnancy Leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such Leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

An employee returning from Pregnancy Leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay

not less than that which the employee was receiving at the time of the beginning of the Leave of Absence.

The employee shall continue to accumulate seniority and service benefits during said Pregnancy Leave. The employer shall pay the premium for all applicable benefits (does not include OMERS) for the seventeen (17) week Pregnancy Leave. **Upon return from pregnancy leave the employee is given the opportunity to purchase their OMERS service, for the leave period and the employer will match their purchase.**

37.02 An employee shall be granted unpaid Parental Leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

- a) the birth of the employee's child; or
- b) the coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The Parental Leave of an employee who takes pregnancy leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental Leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the employer with at least two (2) weeks written notice of the date the Leave is to begin. Employees shall continue to accumulate seniority and service benefits during the Parental Leave. The employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the thirty-five (35) week Parental Leave.

An employee who is prevented from returning to work by reason of personal illness at the end of the thirty-five (35) week Parental Leave of Absence shall then be considered to be on Leave of Absence due to illness. Said illness must be justified through presentation to the City of a medical certificate stating reason for illness and expected return to work date.

Upon return from parental leave the employee is given the opportunity to purchase their OMERS service, for the leave period and the employer will match their purchase.

37.03 An employee shall continue to accumulate vacation entitlement while on Pregnancy, Parental and Adoption Leave.

37.04 Employer's Supplemental Unemployment Benefit Plan

The following will be applicable to Maternity/Parental/Adoption leaves commencing on or after January 1, 2011 or first of the month following ratification of the contract.

A full time employee who applies for and qualifies under article 37.02, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of fifteen (15) weeks for either Pregnancy or Parental or Adoption leave for a female employee or for one period of fifteen (15) weeks for either Parental or Adoption leave for a male employee.

The SUB Plan will pay seventy five percent (75 %) of the employee's base wage, less the amount paid by Employment Insurance (EI) for up to fifteen (15) weeks providing:

- a. The employee has completed twelve (12) months of continuous service on the date the leave is to commence.
- b. The employee qualifies for EI Maternity/Parental/Adoption benefits and continues to receive EI benefits for the fifteen (15) week SUB Plan period.
- c. The SUB payment to the employee will commence on the pay period after the employee provides to the City a copy of their E.I. payment advice slip.
- d. The SUB plan does not cover the EI unpaid two week waiting period.
- e. The SUB payment is subject to all applicable payroll deductions.

An employee, who was in receipt of a SUB plan payment and fails to return from leave or who resigns from the employment of the City within twelve (12) months from the date of their return from the leave, will be obligated to repay to the City all monies paid under the SUB plan. In the event that the employee cannot return to work due to illness, the employee shall not be considered to have failed to return from the leave in keeping with the intent of article 38.02.

ARTICLE 38.00 MEDICAL EXAMINATIONS

38.01 a) **All required forms to establish entitlement for disability benefits are to be returned by the employee to the Health and Safety Specialist. The employer shall reimburse the employee for the cost of the required information.** Follow up medical **information** shall be required to support continuation of the claim past the **original return to work date.**

b) A Functional Abilities Form (FAF) may be required to support **a return to work.**

c) Medical notes **or reports** are required for absences of three (3) days or more.

d) If the employee has had four (4) or more occurrences of absence in **the calendar year** that total ten (10) days or more, they **shall** be required to provide a medical note for subsequent occurrences **for the remainder of the calendar year, unless exempted by Transit Management.**

38.02 Where circumstances warrant and in consultation with Management and the Union, an employee may be requested to be examined by a medical practitioner chosen by the employee. The employee shall provide **to the Health and Safety Specialist** a medical report to the employer from that medical practitioner as to the employee's condition to maintain sick leave entitlement and the employee shall be reimbursed for the cost of the medical report.

ARTICLE 39.00 HEALTH AND MEDICAL BENEFITS

39.01 The City shall pay one hundred percent (100%) of the total cost of all benefit plans, excluding pension plans allowed by the Ontario Municipal Act, regardless if premiums increased or decreased, continuing to pay this cost on any retiring employees at reduced coverage as outlined in Article **39.06.**

GROUP LIFE INSURANCE

Group Life Insurance shall be two (2) times the employee's annualized wage (current wage x two thousand and eighty (2080) hours).

ACCIDENTAL DEATH & DISMEMBERMENT

Accidental Death & Dismemberment shall be two (2) times the employee's annualized wage (current wage x two thousand and eighty

(2080) hours).

AD&D is an amount paid additional to Group Life Insurance.

PRESCRIPTION DRUG PLAN

Formulary 3 with mandatory generic drugs, except where no generic drugs are available. The current maximum dispensing fee payable is \$9.00.

SEMI PRIVATE HOSPITAL COVERAGE

Semi-Private Hospital coverage from the first (1st) day of a hospital stay.

PHYSIOTHERAPY

The maximum coverage for physiotherapy is \$800.00 annually, no deductible. **Effective January 1, 2013, the maximum shall increase to \$850.00 per calendar year, no deductible.**

MASSAGE THERAPY AND REFLEXOLOGY

The combined maximum coverage for massage therapy and reflexology is \$700.00 annually, with no deductible.

Effective January 1, 2013, the combined maximum coverage for massage therapy and reflexology is \$750.00, with no deductible.

CHIROPRACTOR

The maximum coverage for chiropractic care is \$800.00 annually with no deductible.

Effective January 1, 2013, the maximum would increase to \$850.00 annually, with no deductible.

ACUPUNCTURE, NATUROPATH AND HOMEOPATH

Coverage of Acupuncture, Naturopath and Homeopath to a combined maximum of \$500.00 per covered individual per calendar year.

Effective January 1, 2012, coverage of Acupuncture, Naturopath and Homeopath to a combined maximum of \$550.00 per covered individual per calendar year.

Effective January 1, 2013, coverage of Acupuncture, Naturopath and Homeopath to a combined maximum of \$600.00 per covered

individual per calendar year.

(This applies to the services of a health care provider registered in the profession and duly licensed.)

SLEEP APNEA

Sleep apnea coverage to a maximum of \$500.00 per covered individual per calendar year.

Effective January 1, 2012, sleep apnea coverage to a maximum of \$550.00 per covered individual per calendar year.

Effective January 1, 2013, sleep apnea coverage to a maximum of \$600.00 per covered individual per calendar year.

ORTHOTICS

Custom molded orthotics, two (2) pairs per calendar year, up to \$375.00 per pair per covered person.

SPECIALIZED TESTS

The benefit plan shall pay for the full cost of the following specialized diagnostic tests required by the employee's physician (PSA, CA-125, HRT).

PHYSICIANS NOTE

A physician's note is not required to utilize the services of physiotherapy, massage / reflexology, acupuncture / naturopath / homeopath or chiropractor to the plan maximums.

WORKPLACE SAFETY INSURANCE BOARD

- a) The Corporation of the City of Guelph may advance through payroll deposit Workplace Safety and Insurance Board payments at the WSIB rate of eighty five percent (85%) of net earnings for up to four (4) weeks after the commencement of a claim, pending a decision on entitlement from WSIB. And thereafter for the approved duration of the approved claim, providing the employee submits the required information to adjudicate the claim.**
- b) When an employee is absent from work by reason of a serious injury as a result of a physical assault while on duty, the employer shall pay one hundred percent (100%)**

of net earnings provided that all of the following conditions are met:

- **The assault must result in the employee being admitted to hospital;**
- **The police have been contacted and an occurrence number has been assigned; and**
- **An award is made by the WSIB for the injury.**

39.02 DENTAL

Dental recall examinations are covered once every nine (9) months for adults and every six (6) months for dependant children. Dental coverage is paid to an annual maximum of \$2,500.00 per eligible family member per calendar year, using the previous years ODA.

Effective **January 1, 2013**, dental coverage shall increase to an annual maximum of **\$3,000.00** per eligible family member per calendar year.

ORTHODONTICS

The life time maximum is \$2,600.00 (50/50 co-insurance) per eligible family member.

MAJOR RESTORATIVE

The maximum major restorative is \$2,600.00 per calendar year.

- **Effective January 1, 2011, \$2,700.00.**
- **Effective January 1, 2012, \$2,800.00.**
- **Effective January 1, 2013, \$3,000.00.**

39.03 VISION CARE

The City shall pay for a Vision Care Plan for each eligible family member to a maximum of \$450.00 every two (2) years, which may be used for eye glasses or the vision care exam.

LASER EYE SURGERY

The total of any remaining balance in the employee's vision care coverage may be used by the employee towards the cost for laser eye surgery (once in a twenty-four (24) month period)

39.04 AUDIO PLAN

The City shall pay the cost of the Audio Plan (Hearing Aid Plan) providing the cost of a hearing aid and dispensing fee, once every three (3) years for each person covered.

The benefit plan shall pay the cost of an Audiology test to a maximum of \$80.00 once every thirty-six (36) months.

39.05 Liberty Health Deluxe Out of Country Travel Plan

39.06 EARLY RETIREMENT BENEFITS

The City shall pay one hundred percent (100%) of the premium cost of a \$25,000.00 term life insurance policy and of the benefits outlined in Articles **39.01**, **39.02**, **39.03** and **39.05** for an employee voluntarily electing retirement, or an employee on disability pension subject to the following conditions:

- a) These benefits shall be extended only to employees voluntarily electing retirement or disability pension before the age of sixty-five (65) and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date.
- b) The retiring or disability employee must have a minimum of ten (10) years continuous employment with the City at the time of retirement or disability to be eligible for this program.
- c) The above benefit coverage terminates when the employee reaches their sixty-fifth (65th) birthday.
- d) In the event of an employee's death before their sixty-fifth (65th) year, the employee's spouse shall continue to receive these benefits until their sixty-fifth (65th) birth date.
- e) This provision shall be provided to retirees or disability employees provided that they are not receiving their benefits from another employer or through the Government or Government Agencies.
- f) The above benefit coverage shall be extended to employees who elect to take any unreduced, early retirement options offered by O.M.E.R.S.

39.07 BENEFITS FOR FULL-TIME STUDENTS

All benefits continued for full-time students to age of twenty-five (25). It is the employees' responsibility to provide the Human Resources Department with proof of school enrolment for eligible children in order to be covered.

39.08 BENEFITS FOR SPOUSE AND ELIGIBLE DEPENDANTS OF DECEASED EMPLOYEES

Upon the death of an active employee, the eligible covered spouse and dependant(s) who had been carried by that employee's benefit plan prior to the death, shall remain on the benefit plan until the first of the month following **twelve (12) months** from the death of the employee, providing they do not have eligibility to benefits under any other plan.

39.09 CHANGE OF HEALTH CARE CARRIER

If the City should change carriers for health and medical benefits, coverage shall be equivalent to the coverage outlined in Article **39.00**

ARTICLE 40.00 INCOME REPLACEMENT

40.01 SHORT TERM DISABILITY

Weekly Indemnity to be based on 75% of an amount to the employees' basic weekly earnings taken to the next higher dollar of benefit, if not already a multiple thereof. Earnings to be payable from the first (1st) day for accident and from the fourth (4th) day for sickness disabilities. Maximum payment period per disability is twenty-six (26) weeks. Upon expiry of these twenty-six (26) weeks, an employee shall become eligible for additional benefits under Article **40.02** Long Term Disability.

40.02 LONG TERM DISABILITY

Long Term Disability to be a monthly benefit equal to 75% of the employee's gross income, for the maximum benefit period which is to age sixty-five (65) for sickness and injury, provided the employee continues to be totally disabled. In order to qualify for Long Term Disability benefits, an employee must have been totally disabled for a period of one hundred and eighty (180) days.

40.03 MODIFIED WORK PROGRAMS

- a) A modified work program is designed to provide an offer of suitable and available modified tasks to an injured/ill employee for a temporary period of time during their recovery, to assist in the

return of the employee to their signed duties and hours of work.

- b) The employer shall focus on providing the accommodation during the employee's signed hours and signed off days of work, where possible. If the accommodation is not possible during the employee's signed hours, the modified work plan may utilize hours where there is suitable work available, in consultation with the Union representative.
- c) Upon receipt of a written consent form signed by the employee, the Union representative shall be provided relevant information needed to assist with the development of the modified work program.
- d) There shall be consultation on the design of the modified work program with the designated Union representative prior to implementing the plan.
- e) The modified work program shall be designed based on the clearly identified capabilities/limitation from the employee's health care professional. The employee shall provide the required information from their health care professional to facilitate the development of their modified work program and participate in the modified work program.
- f) Once a modified program is established for an employee, it shall not be cancelled or interrupted without consultation with the Union representative. The availability of work is not a reason to interrupt the program.

ARTICLE 41.00 PENSION

- 41.01**
- a) For those employees enrolled in O.M.E.R.S., the normal retirement age shall be sixty-five (65) years of age. The retirement date shall be the last day of the month of your sixty-fifth (65th) birthday where the N.R.A. is 65; or the last day of the month of your sixtieth (60th) birthday for early retirement.
 - b) Employees of the City requesting unreduced early retirement, must have satisfied one of the following criteria:
 - age, plus qualifying service must equal ninety (90); or,
 - they must have at least thirty (30) years of qualifying service and have reached their 55th birthday.

ARTICLE 42.00 MERGER

42.01 In the event the City of Guelph sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to, shall become the successor employer as deemed by the Laws of Ontario. Further, the employees of Transit Services shall continue to enjoy their full seniority in this new arrangement.

ARTICLE 43.00 ORDERS, RULES AND REGULATIONS

43.01 All orders, rules and regulations, shall be dated, numbered and written in triplicate **and distributed as follows**; One (1) copy to Transit **Management**, one (1) copy to the Union and one (1) copy to be posted on the employee's order board. All rules and regulations issued prior to this date shall be revised and re-issued as above.

ARTICLE 44.00 FLEET - EQUIPMENT/UNIFORMS

44.01 A/C UNITS

Air conditioning units on Transit vehicles shall be tested and functional by May 1st.

44.02 HEATING UNITS

The heating units on all transit vehicles shall be tested and functional no later than October 1st each year.

44.03 WARRANTY

The employer shall notify the Union of any manufacturer's warranty on any new vehicles at the time of purchase. The length of the warranty shall not exceed the manufacturer's standard warranty for the base vehicle. Management retains the right to purchase extended component warranty on engines, transmissions and rear differentials. When vendor technicians are performing warranty repairs on transit property, a mechanic who is unfamiliar with the warranty repair shall work with the vendor trained technicians for training purposes only.

44.04 FLEET SERVICES UNIFORMS

For all Fleet **Services** employees, the City shall supply and launder, during a two (2) week period, ten (10) sets of work wear. This can be any combination of coveralls or pants and long sleeve, button shirt sets. The City shall also supply, but not launder, five (5) t-shirts for each Fleet

Maintenance employee annually. Rubber gloves for the use of Garage Utility employees and suitable heavy leather gloves for Automotive/Truck and Coach Technicians, two (2) suitable quality raincoats, one (1) pair of safety C.S.A. approved goggles per employee, shall be provided as needed. The City shall supply as required, C.S.A. approved dust masks, namely #3A8710 or equivalent, and ear muff style hearing protection.

- 44.05** The City shall supply every **Fleet Services** employee with **one (1) toque annually and** one (1) parka, or insulated coveralls every four (4) years. Should these parkas become damaged during the performance of their duties, the City will repair or replace the damaged parka.

ARTICLE 45.00 FLEET - HOURS OF WORK/OVERTIME DISTRIBUTION

- 45.01** The hours of work for Fleet employees shall be any consecutive eight and one-half (8 ½) or ten and one-half (10 ½) hour period. Such time shall include a one-half (1/2) hour paid break to be taken on the property and paid at straight time, only on the regular scheduled working day.

45.02 a) MECHANICS OVERTIME

- i) Overtime shall be assigned by seniority to mechanics, who have requested it, and are on the overtime list;
- ii) If overtime is offered to a mechanic and they decline, the appropriate overtime hours shall be credited to the employee. The overtime shall be offered to the next eligible mechanic on the list. Overtime shall always be offered to the mechanic who has the lowest number of hours on the list, provided they are available;
- iii) Tracking of offered and accepted mechanics overtime shall be the responsibility of the Fleet Supervisor and a list shall be posted in the shop;
- iv) Tracking shall only be done on scheduled overtime consisting of full shifts of eight (8) or ten (10) hours. Unplanned overtime of up to three (3) hours may be assigned as operational requirements dictate. No tracking shall be done on those overtime hours; and
- v) When mechanics overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime shift.

b) GARAGE UTILITY

Unfilled Garage Utility shifts shall be **filled** by Extraboard Operators/Cleaners or **Part-time Garage Utility**. If no Extraboard Operators/Cleaners or **Part-time Garage Utility** are available, overtime shall be offered to any off-shift Garage Utility employees. If no off-shift Garage Utility take the overtime, it shall be offered to **Service Maintenance Technicians**, Maintenance Utility and then to **Licensed Truck and Coach Technicians**. If no **Licensed Truck and Coach Technicians** take the overtime, it shall be offered to Operators.

When Garage Utility overtime is incorrectly distributed, only the first affected employee would be reimbursed the value of the overtime shift.

- 45.03** Transit Fleet employees shall be given five (5) minutes in which to wash up before leaving work. Two ten (10) minutes breaks shall be given to each Transit Fleet employee; one break in the first half of their shift, the other break in the second half of their shift.

ARTICLE 46.00 FLEET - SIGN-UPS / VACATION

46.01 FLEET MAINTENANCE SIGN-UP

- a) There shall be **three (3)** distinct sign-ups;
- **Licensed Truck and Coach Technicians;**
 - **Service Maintenance Technicians; and**
 - **Garage Utility.**
- b) The sign-ups shall be prepared and a copy submitted to the **Union Executive**.
- c) The sign-ups shall be posted for one (1) week before the sign-up commences.
- d) The sign-ups shall be completed and returned to the Fleet Supervisor.
- e) The sign-up shall be every four (4) months and coincide with the operator's sign-up.
- f) Employees shall sign in order of seniority **in the current schedule**.

g) All work signed shall be comprised of steady shifts and off days **with the understanding that the schedule will be reviewed and studied over the life of this contract, in regards to developing a rotating shift schedule, as mutually agreed to by the Manager of Fleet and the Union Executive.**

46.02 a) Prime time is defined as the **ten (10) week** period preceding Labour Day

b) **Unless agreed to by Transit Fleet Services the number of employees in each grouping allowed to be on vacation at one time during "prime time".**

- a) Garage Utility 2;
- b) **Licenced Truck and Coach Technicians 3;**
- c) **Storekeeper 1; and**
- d) **Service Maintenance Technician 1.**

c) **Unless agreed to by Transit Fleet Services the number of employees in each grouping allowed to be on vacation at one time other than "prime time", including Christmas week, shall be:**

- e) Garage Utility 2;
- f) **Licenced Truck and Coach Technicians 2;**
- g) **Storekeeper 1; and**
- h) **Service Maintenance Technician 1.**

d) **The annual vacation sign-up will coincide with the Operators Annual Vacation Sign-up.**

e) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

f) Employees who are unavailable and who fail to submit a selection slip or contact the Union, shall have their vacation signed by a Union member during the vacation sign-up.

g) Once signed, vacations shall not be changed without the mutual agreement of the Union and **Fleet Management.**

ARTICLE 47.00 FLEET - MECHANIC'S TOOLS/INSURANCE/ LICENCES

47.01 Special tools and equipment required in coach maintenance shall be supplied by the City. Flashlights and/or batteries shall be furnished to all employees whose work requires such equipment. Mechanics shall receive an annual prorated tool allowance of:

- \$875.00 - July 1, 2010
- **\$900.00 – January 1, 2012**

The tool allowance shall be paid in two equal amounts on March 15th and September 15th. There shall be no credits or debits.

47.02 MECHANIC'S TOOL BOXES AND INSURANCE

The employer shall provide a secure area for the mechanics' tool boxes and their contents. The mechanics shall lock their boxes at the end of each shift and stow them in the secured area. The employer shall provide insurance for the mechanic's box and its contents in the event of a total loss only. For insurance purposes, each mechanic shall supply to Management a complete list of tools in their box. It shall be the responsibility of the mechanic to advise Management of any additional tools purchased.

47.03 The City shall pay for the renewal of mechanics' licences as per Ministry requirements

ARTICLE 48.00 Mobility Services

48.01 Part-Time Mobility

- a) The Union agrees that the City may engage up to two (2) part-time operators whose hours of work shall exceed twenty-four (24) hours each week and who shall be entitled to the same benefits as full time employees.
- b) The Union further agrees that the City may engage up to three (3) part-time operators whose hours of work shall not exceed twenty-four (24) hours of work each week and who shall not be entitled to any employee benefits, save and except the following:
 - Uniform issue;
 - 4% vacation entitlement; and
 - Statutory holiday pay in accordance with The Employment Standards Act.
- c) Mobility employees hired on a part-time basis may be used in Mobility Service only.
- d) It is understood and agreed that all part-time operators shall be part of the Bargaining Unit.
- e) **No full-time employee shall be laid off before all part-time Mobility Operators with no guarantee of hours are laid off first.**

48.02 Planning

Any significant changes to the service levels or schedule will be brought forward by an appropriate representative from Mobility to the Planning Committee for discussion.

48.03 Sign-Ups

Mobility run sign-up and vacation sign-up will be conducted by a member of the Union and will occur at the same time as Operator's sign-up.

48.04 Vacations

a) Vacation entitlement may be taken between January 1st and December 31st of a calendar year.

b) Prime time is defined as the ten (10) week period preceding Labour Day.

c) Only two (2) vacation weeks may be taken during prime time. The remainder of the vacation entitlement will be taken during the balance of the year.

d) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation prime time or Christmas week shall be:

- Mobility Operators: 1
- Mobility Dispatch: 1

e) Unless agreed to by Transit Services, the number of employees in each grouping allowed to be on vacation other than prime time or Christmas week shall be:

- Mobility Operators: 1
- Mobility Dispatch: 1

f) An employee may elect to carry over one (1) week of vacation entitlement to the next vacation year at the time of the vacation signing, provided they advise Transit Services and the Union by September 1, before the vacation sign-up takes place.

g) Employees shall have the right to sign according to their seniority or upon written application, bypass to a less senior position.

h) Once signed, vacations shall not be changed without the mutual agreement of the Union and Transit Services.

ARTICLE 49.00 TERM OF AGREEMENT

49.01 This Agreement and the provisions herein shall endure to the benefit of and be binding upon both parties from the **1st day of July, 2010** and shall continue in full force and effect until the **30th day of June, 2013** and thereafter it shall be automatically renewed until either of the parties gives notice, within one hundred and twenty (120) days prior to the end of this term, of its desire to terminate, alter or amend any of the provisions of the Agreement.

49.02 The Union and the employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the employer shall print, at their own cost, sufficient copies of the Agreement in booklet form in a reasonable amount of time. Whenever possible, they shall be printed at a union shop.

Signed at Guelph, Ontario this 24th day of February, 2011.

For the City of Guelph

For the Amalgamated Transit Union



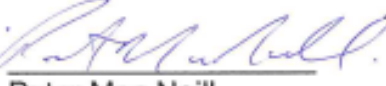
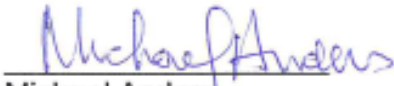
Gord Hunt
Manager of Labour Relations

Gary Daters
President, Local 1189



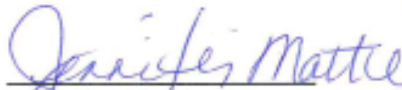
Dave Bush
Labour Relations Specialist

Frank Pellegrini
Acting Vice President, Local 1189



Michael Anders
General Manager, Transit

Peter Mac Neill
Financial Secretary, Local 1189



Bill Barr
Manager, Fleet & Equipment

Jennifer Mattie
Recording Secretary, Local 1189

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

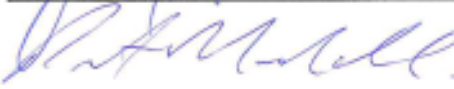
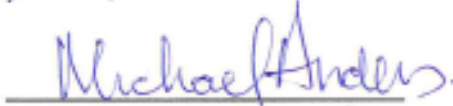
AMALGAMATED TRANSIT UNION, LOCAL 1189

The maintenance position currently performing the stockroom/scheduling job if vacated, would be evaluated as to the requirements of the operation and any new job created would be evaluated and filled by posting the job within the ATU 1189 Bargaining Unit.

Signed at Guelph, Ontario this 24th day of February, 2011.

For the City of Guelph

For the Amalgamated Transit Union



MEMORANDUM OF SETTLEMENT

BETWEEN

CORPORATION OF THE CITY OF GUELPH


AND

AMALGAMATED TRANSIT UNION, LOCAL 1189

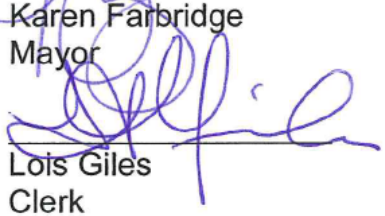
The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute and the undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals. The parties herein agree that the term of the Collective Agreement shall be from **July 1, 2010 to June 30, 2013**. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on **July 1, 2010**, except where changes have been negotiated.

Signed at Guelph, Ontario this 24th day of February, 2011.

For the City of Guelph

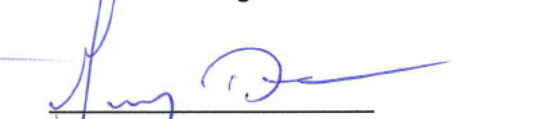


Karen Farbridge
Mayor

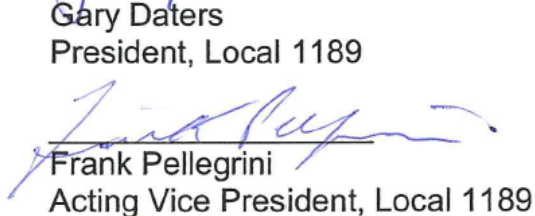


Lois Giles
Clerk

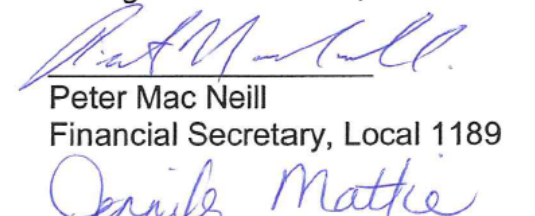
For the Amalgamated Transit Union



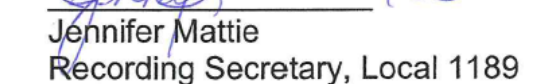
Gary Daters
President, Local 1189



Frank Pellegrini
Acting Vice President, Local 1189



Peter Mac Neill
Financial Secretary, Local 1189



Jennifer Mattie
Recording Secretary, Local 1189

DEFINITIONS:

Occurrence:

Absence from the workplace; usually, but not limited to, culpable absences, other than approved vacation. Non-culpable absenteeism may be considered as an occurrence if the absence becomes chronic, and/or the reason can be addressed and corrected.

Transit Management: Is a reference that includes Transit Services and Fleet Services.

Transit Services: is reference to Guelph Transit.

Fleet Services: is reference to maintenance provided by Fleet Operations

Shift Value: the total payable time for a signed regular run

Working Days: any day when Transit services are provided.

Transit Terminal: multi-modal facility located on Carden Street.

Transit Facility: offices/garage/maintenance located at 170 Watson Road South.

Supervisor: those positions responsible for Transit Operations, Planning and Scheduling and Transit and Business Services.

Route Supervisor: reporting to the Supervisor of Transit Operations;

AVL:

- Responsible for the day to day scheduling of operators .
- Assigning overtime in accordance with OT tracking system.
- Assists in creating modified return to work plans.
- coordinates bus change offs due to mechanical deficiencies.

- Data entry i.e.: schedules into kronos, OT request forms, approved leave requests.
- Assist operators filling out WSIB forms, accident reports.
- Coordinate and conduct fact finding, and discipline meetings.
- Assist mobility department on a as needed basis.
- Investigates customer complaints.
- Updates Supervisor of Transit Operations.

Mobile:

- Monitors bus service on road.
- Assesses bus stops, bus routes, for Health and Safety issues.
- First responder to accidents involving a bus. Conducts accident investigation, and assists operator in related forms to be filled out.
- Monitors traffic flow, and inform operators of possible delays.
- Implement and advise operators of detours due to road closures, accidents, weather.
- Monitor operator on road performance.
- Assist operators with customer disputes, or questions.
- Operate according to SOP's, and collective agreement.

Acting Route Supervisor: reporting to Supervisor of Transit Operations. As describe in Article 26.05.

Lead Hand: the Lead Hand Mobility reports to the Supervisor of Transit Operations and the Lead Hand Transit Fleet reports to the Supervisor Fleet Operations

ATU 1189 – INDEX

Item:	Article:	Page:
Accidental Death and Dismemberment	39.01	
Accident Reports	28.00	
Acupuncture, Naturopath and Reflexology	39.01	
Arbitration Hearings	34.05	
Audio Plan	39.04	
Bereavement Leave	35.00	
Benefits for Full Time Students	39.07	
Benefits of Spouse & Eligible Dependents of Deceased Employees	39.08	
Cameras	10.02	
Change of Health Care Carrier	39.09	
Check Off of Union Dues	3.00	
Chiropractor	39.01	
Coaching	7.04	
C.S.A. Approved Footwear	30.05	
Dental	39.02	
Discipline	8.00	
Driver's Licence	31.00	
Early Retirement Benefits	39.06	
Emergency Situations	15.07	
Employee Transportation	29.00	
Transit Passes	29.02	
Equipment	10.00	
Equipment Committee	10.01	
Extraboard	13.00	
Fleet Equipment/Uniforms	44.00	
Fleet Hours of Work/Overtime Distribution	45.00	
Fleet Mechanics Tools/Insurance/Licences	47.00	
Fleet Sign Up/Vacation	46.00	
Floater	22.03	
General	1.00	
Grievance Procedure	7.00	
Step 1	7.02	
Step 2	7.02	
Step 3	7.02	
Grievance Mediation	7.02	
Step 4 – Arbitration	7.02	
Policy Grievance	7.03	

Item:	Article:	Page:
Group Life Insurance	39.01	
Health and Safety	5.00	
Health and Medical Benefits	39.00	
Holidays and Floaters	22.00	
Holidays	22.01	
Statutory Holiday Sign-up	22.05	
Hours of Work	14.00	
Income Replacement	40.00	
Short Term Disability	40.01	
Long Term Disability	40.02	
Modified Work Programs	40.03	
Job Postings and Promotions	26.00	
Vacancies for Full Time Employees	26.01	
Trial Period	26.02	
Laser Eye Surgery	39.03	
Leaves	36.00	
Personal Leave	36.02	
Pregnancy/Parental/Adoption Leave	37.00	
Jury/Witness Leave	33.00	
Union Leave	34.00	
Legal Costs	32.00	
Liberty Health Deluxe Out of Country Plan	39.05	
Loss of Licence	31.04	
Management Rights	4.00	
Major Restorative	39.02	
Massage Therapy and Reflexology	39.01	
Medical Examinations	38.00	
Medical Fee to Renew a Licence	31.03	
Merger	42.00	
Missed Report Time	9.05	
Mobility Services	48.00	
Negotiating Committee	34.04	
Operator Uniforms	30.01	
Orders, Rules and Regulations	43.00	
Orthodontics	39.02	
Overtime	15.00	
Operator Driving Overtime Tracking System	16.02	
Overtime Bank	17.00	
Overtime Distribution	16.00	
Overtime Distribution – Transit	16.01	
Overtime Eligibility	15.06	
Pension	41.00	
Physicians Note	39.01	

Item:	Article:	Page:
Planning/Scheduling/Sign Up	9.00	
Planning	9.01	
Scheduling	9.02	
Sign Up	9.03	
Prescription Drug Plan	39.01	
Prescription Safety Glasses	30.06	
Probation	2.06	
Physiotherapy	39.01	
Requests for Time Off	24.00	
Resignations	27.00	
Rest Periods	20.00	
Seniority and Lay-offs	25.00	
Seniority	25.01	
Lay-offs	25.03	
Semi Private Hospital Coverage	39.01	
Sick Days	18.00	
Sleep Apnea	39.01	
Specialized Tests	39.01	
Spareboard and Vacation Swingboard	11.00	
Spareboard	11.01	
Vacation Swingboard	11.05	
Term of Agreement	49.00	
Trading Shifts	12.00	
Employment Standards Relating to Trades	12.01	
Training	19.00	
Union Recognition	2.00	
Vacation		
Annual Vacations	23.00	
Single Day Vacation	23.02	
Vision Care	39.03	
Wages	21.00	
Shift Premium	21.02	
Sunday Premium	21.03	
Workplace Harassment and Discrimination	6.00	
WSIB	39.01	