

THIS AGREEMENT entered into at St. Catharines, Ontario, this First (1st) day of January, 2004, A.D.

BETWEEN:

THE ST. CATHARINES TRANSIT COMMISSION

hereinafter called "The Commission"

and

LOCAL NO. 846  
AMALGAMATED TRANSIT UNION

hereinafter called "The Union"

1. **PURPOSE:**

The purpose of this Agreement is to define working conditions and wages of the employees, and to provide for adjustments of any disputes which may arise between the Commission and its employees.

Whenever the singular and masculine are used herein they shall be construed as if the plural or feminine had been used where the context so requires.

2. **RECOGNITION OF THE UNION:**

- (a)(i) The Commission recognizes the Union as the sole collective bargaining agency for all employees of the Commission, save and except Supervisors, foremen, persons above the rank of Supervisor or foremen, office and payroll personnel.
- (ii) **Successor Rights:** In an effort to address concerns of the Union (**LOCAL 846**) that privatization or a **merger** will adversely affect the existence of the Union, **The St. Catharines Transit Commission** and **Local 846 of the Amalgamated Transit Union** agree that should The St. Catharines Transit Commission be sold, merged with another company, **become a department of the Region of Niagara**, or change its ownership, that the Amalgamated Transit Union **Local 846** will be the sole bargaining Agent.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Commission or its representatives which conflicts with the terms of this Collective Agreement unless otherwise mutually agreed by the Commission and the Union.

- (c) Each employee shall have access to his personnel file upon reasonable notice for the purpose of reviewing all evaluations pertaining to his employment with the Commission.

### 3. **RECOGNITION OF THE COMMISSION:**

The Union acknowledges and agrees that it is the exclusive right and function of the Commission and its duly authorized representatives to manage the Commission's business and without restricting the generality of the foregoing, these functions shall include:

- (a) Determining the routes to be followed, stops, times and schedules, qualifications of drivers, repairing and servicing methods and processes and the extension limitations, curtailment and cessation of operations.
- (b) Hiring, discharging, suspending or otherwise disciplining employees, promoting, demoting, transferring or laying off same.
- (c) The maintenance of discipline and efficiency, the right to make or alter from time to time rules and regulations to be observed by the employees and to enforce same. The Commission agrees to inform the Union Executive in writing of changes in rules and regulations, before they are put into effect.
- (d) The Commission agrees that rights of the Commission shall be exercised in such a manner as they shall not overrule the provision of this Agreement.

### 4. **UNION MEMBERSHIP:**

- (a) As a condition of employment with the Commission, each present employee within the bargaining unit shall remain, and persons hired in the future for positions within the bargaining unit, shall become and remain Members of the Union.
- (b) The Commission shall deduct Union dues, fines or assessments on a weekly basis. Deductions for new employees shall commence with their first five day pay.

Dues shall be deducted for the current week in which an employee terminates employment.

- (c) Initiation Fee shall be deducted on notice from the Financial Secretary-Treasurer of the Union.
- (d) The amount of weekly membership dues and the Initiation Fee shall be certified to the Commission in writing by the Financial Secretary-Treasurer of Local No. 846.

- (e) The Union agrees to accept into membership any future employee with the Commission.
- (f) The Commission shall, before the end of the week remit the total of such deductions to the Financial Secretary- Treasurer of the Union.
- (g) After hiring an employee the person shall be introduced to a member of the Union Executive by Management within three (3) working days. The new employee shall be excused from duty, without loss of pay, for one (1) hour for the purpose of orientation with the Union President/Business Agent or his designate.
- (h) When lost time due to Union business by Executive Members of the Union occurs, the Commission shall pay the Member and be reimbursed by the Union for the total amount paid by the end of the month following the month in which the expense is incurred.
- (i) All Union Management business shall be conducted by the duly authorized and elected officers of Local No. 846 of the Amalgamated Transit Union.
- (j) The Union shall supply the Commission with a list of all duly authorized and elected officers and of all changes which may take place from time to time .

**5. NO STRIKES - NO LOCKOUTS:**

In the view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout.

**7. SENIORITY - ALL BARGAINING UNIT EMPLOYEES:**

Seniority is defined for the purpose of this Agreement as the length of continuous service with the bargaining unit and shall apply only to the extent specifically provided in this Agreement.

- (a) The present Departmental seniority of employees shall be recognized for the purpose of choice of sign-up, choice of vacation, choice of floater days, and choice of overtime.  
Exception: Overtime shall be first offered to Spareboard Operators.
- (b) Permanent Vacancies:

If a job or vacancy occurs, preference shall be given in order of bargaining unit seniority providing the employees concerned have the ability and qualifications to perform the work required. In order to be considered capable of performing the work, an employee applying for the new job or vacancy must have the basic knowledge of the duties of the work and must be capable of performing it within three (3) months after receiving the position. If such an employee is found to be incapable of performing the new duties, they shall return to their former

position without loss of seniority. Such new job or vacancies shall be posted on the bulletin boards for a period of seven (7) days. All bulletined positions shall be filled at the beginning of the first full work week following the removal of the bulletin.

Employees shall not be entitled to bid on further vacancies for a period of one (1) year.

- (c) Seniority rights and employment shall be terminated for any of the following reasons:
- (i) If the employee quits;
  - (ii) After twenty-four (24) consecutive months of lay-off;
  - (iii) If the employee is discharged and the discharge is not reversed through the grievance procedure;
  - (iv) If an employee has been absent for five (5) consecutive days without having notified the Commission directly, unless a satisfactory reason is given;
  - (v) If an employee is laid off or after being on strike fails to return to work within ten (10) working days after being notified by registered mail to his last known address in the Commission records to report for work and does not give a satisfactory reason;
  - (vi) With the employee's knowledge, driving Commission vehicles while his license is under suspension or operating Commission vehicles when the employee has been disqualified from driving;  
  
Exception: Employees while driving on Operations Facility property.
  - (vii) If an employee overstays a leave of absence granted by the Commission in writing and does not secure an extension of such leave in writing.
- (d) An employee promoted by the Commission to a position outside the bargaining unit, but within the Transit Commission shall continue to pay Union dues and accumulate seniority for a period of six (6) months.

At the end of the six (6) month period, he may return to the bargaining unit, without any loss of seniority, but if he remains in the position of management, he shall have his length of service in the bargaining unit frozen at that point.

- (e) A new employee's bargaining unit seniority shall be governed by his initial date of entry into the bargaining unit and shall exercise seniority upon completion of his training period.

(f) A bargaining unit seniority list showing the names and the seniority starting dates shall be posted on the bulletin boards in January of each year with a copy forwarded to the Union Financial Secretary-Treasurer. A copy shall be made available to the Union upon request showing up-to-date information identifying those employees absent on WCB, LTD, extended illness, etc.

(g) Vacancies:

(i) All vacancies which occur in the Transportation Department, including the Caretaker's, shall be filled by Spareboard employees, unless it is known that such vacancy shall be for a period of twenty-one (21) days or more.

(ii) If a vacancy is for twenty-one (21) days or more, and the Operator is on any regular assignment, the assignment shall be posted for signing for three (3) days. During posting the Commission will entertain bids from Operators junior to the Operator who caused the vacancy. Such vacancy shall be filled by the senior qualified Operator submitting a bid. Only one secondary resulting vacancy shall be filled in like manner if such vacancy occurs in positions filled by Operators on the Departmental seniority list from one (1) to forty-five (45). In the case of all other Operator vacancies arising in positions junior to seniority position forty-six (46) on the Departmental seniority list, only the primary vacancy shall be filled by posting. Assignments filled as vacancies shall begin on Sunday.

If the vacancy is not signed, the vacancy shall be filled from the Spareboard for the balance of the Sign-up.

In the event that the junior Operator on the Spareboard is the junior Operator on the property, this person can be moved to fill the vacancy for the balance of the Sign-up.

(iii) In the case of a temporary vacancy, all Operators filling the initial vacancy and any resulting vacancies, shall return to their former positions upon return of the Operator causing the initial vacancy.

If the returning Operator gives verbal notice by 10:00am on the Friday prior to the week of his return, all Operators filling the initial vacancy and any resulting vacancies shall return to their former positions on the Sunday of the week in which the Operator causing the vacancy returns to work. In this case, if the returning Operator returns to work on a day other than Sunday, his assignment shall be held in reserve and filled by the Spareboard, from the previous Sunday until his actual date of return in that week.

In the event that the returning Operator returns to work in the same week in which he gives notice of his return, he shall be required to work the Spareboard for the balance of the week. All Operators filling the vacancy and any resulting vacancies shall then return to their former positions on the Sunday following.

- (iv) All bulletined positions shall be filled on the Sunday following the removal of the bulletin and the senior qualified Operator given the opportunity to perform the job.

Successful bidders shall be notified in writing by the Department Head outlining off-days and scheduled work for the first two (2) weeks.

- (h) Lay-Offs:

Lay-offs will be made in accordance with Article 7(b). Recall rights shall not exceed a period of two (2) years. After being notified of recall by registered mail to the person's last known address, the person must be available within two weeks.

## 8. **COMMISSION ORDERS:**

When orders of a general nature are issued they shall be signed by an Officer of the Commission and a copy posted:

- One (1) in the Operator's Lounge at the Operations Facility
- One (1) in the Maintenance Lounge at the Maintenance Facility
- One (1) in the Operator's Lounge at the Downtown Terminal.

Copies of all bulletins or notices issued by the Commission shall be forwarded to the representatives of the Union, with a minimum of delay. Whenever possible twenty-four (24) hours notice shall be given.

## 9. **DISCIPLINE:**

- (a) After expiry of the probationary period, an employee shall not be dismissed or disciplined, nor will entries be made in his record without sufficient cause. If any charges are entered in his record, such employee shall be given a full and complete written statement of the charges, signed by the Department Head and records made available to the employee at the time of the charge. Failures and accidents shall be placed in the employee's record with notification to the employee concerned. When recording absences in the employee's file the specific reason for the absence shall be noted. If an employee works after failure on the day of failure, the actual hours worked shall be placed in the employee's record.
- (b) Failing a satisfactory settlement, the employee has the right to have the case considered by the General Manager and a representative of the Union. Should an employee be exonerated, he shall be paid for all lost time.

- (c) In the handling of normal disciplinary cases, the discipline record of an employee shall not be considered beyond the previous two (2) years. All disciplinary records for any year prior to the preceding five (5) years **must** be destroyed.
- (d) In all cases, the employees shall have the right to appeal under the Grievance Procedure, to be dealt with as hereinafter provided.

10. **GRIEVANCE PROCEDURE:**

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twenty (20) full working days before the filing of the grievance.

Grievances properly arising under this Agreement involving the interpretation, administration, application or alleged breach of this Agreement shall be adjusted and settled as follows:

- STEP #1 The aggrieved employee shall present his complaint to his Superintendent within three (3) working days of the occurrence of the event upon which the grievance is based. If a settlement satisfactory to the employee concerned is not reached within three (3) full working days, the complaint shall be presented as follows at any time within three (3) full working days thereafter but not later.
- STEP #2 The aggrieved employee shall with his Union representative present his grievance which shall be reduced to writing on a form supplied by the Union and approved by the Employer identifying the article or articles alleged to have been violated and the relief sought, to the Department Head concerned. The Department Head will hear the grievance within four (4) working days. The Department Head shall respond in writing within four (4) working days of the meeting. Should no settlement satisfactory to the employee be reached, the next step in the Grievance Procedure may be taken at any time within five (5) full working days thereafter, but not later.
- STEP #3 The Union, if it considers it a valid grievance, may submit the grievance to the General Manager and the representatives of the parties, including the grievor, shall meet within five (5) working days to endeavour to settle the grievance. The General Manager shall give his response in writing within seven (7) working days following the meeting. If a satisfactory written settlement is not reached within twenty (20) days of the Commission's reply and if the grievance is one which concerns the interpretation, application and administration or alleged violation of this Agreement, the grievance shall be submitted to arbitration as provided below within twenty (20) working days. If no

written request for arbitration is received within the time provided the grievance shall be deemed to have been abandoned.



Any grievance over disciplinary action, including discharge or suspension, shall be submitted at the step appropriate to the level of supervision from where the disciplinary action was administered.

The time limits and other procedural requirements set out in this Article are mandatory and not merely directory, therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The mandatory provisions of this Article shall not be considered to have been waived by the parties, or either of them, unless they expressly provide a waiver thereof in writing, signed by both parties.

In this Article "days" shall not include Saturdays, Sundays or holidays and any period of days may be extended by mutual agreement.

**11. ARBITRATION:**

- (a) Both parties to this Agreement agree that a grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a sole arbitrator. If the parties are not able to agree upon such an arbitrator within ten (10) working days of the notice of Arbitration, the Minister of Labour for the Province of Ontario will be requested to appoint an arbitrator.
- (b) Either party may request a Board of Arbitration in which case the Nominee of each party shall be appointed within ten (10) days of the notice of Arbitration and the Nominees of each party shall select a Chairman of the Board of Arbitration.
- (c) The Board of Arbitration, or sole arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (d) Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman or of a sole arbitrator.
- (e) No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- (f) In this Article, "days" shall not include Saturdays, Sundays or holidays and any period of days may be extended by mutual agreement.

12. **CLASSIFICATION OF WORK:**

(a) Definitions:

- (i) Crew: A daily work assignment which is grouped with other crews to form an assignment.
- (ii) Split Crew - A daily work assignment comprised of two (2) pieces of work. Where a split crew is comprised of more than two (2) pieces of work, pay shall be continuous during the shortest interval(s) between all pieces comprising the crew, in order to create a two (2) piece crew.

A maximum of eighteen (18) signed split assignments is permitted within a thirteen (13) hour spread. All remaining signed assignments within a twelve (12) hour spread.

For every six (6) signed assignments containing thirteen (13) hour spread or reduced guarantee, the Commission shall create five (5) consistent day assignments at the start of the next regular Sign-up. This procedure shall be in place for every six (6) assignments without guarantee and/or thirteen (13) hour spread to a maximum of twelve (12). When eighteen (18) such assignments are created the Commission will provide five (5) Spareboard positions with Saturday, Sunday off.

No signed assignment will exceed thirteen (13) hours.

- (iii) Assignment: A grouping of crews which comprise a weekly work assignment and which are posted on the regular Sign-up for signing by Operators. When the word assignment is preceded by a specific classification of Operator, the reference shall be to the specified classification and excludes all other assignment classifications.
- (iv) Consistent Day Assignment: Comprised of straight day crews (5:00 a.m. - 7:00 p.m.) with lunch reliefs. A consistent day assignment may be non-alternating or only alternate weekly with a consistent day assignment.
- (v) Day Assignment: Comprised of straight day crews (5:00 a.m. - 6:00 p.m.) with lunch reliefs. A day assignment may be non-alternating or may alternate weekly with either a night or a split assignment.
- (vi) Night Assignment: Comprised of straight night crews commencing after 12:00 p.m. with lunch relief. A night assignment shall alternate weekly only with a day assignment while a night pool assignment may alternate weekly with a split assignment.

- (vii) Split Assignment - Comprised of split crews. A split assignment may be non-alternating or alternate weekly with either a day, a split or a night pool assignment. The alternating of split assignments with night pool assignments shall be limited to one (1) split assignment alternating weekly with a night pool assignment for each five (5) and four (4) pool on the Sign-up.
- (b) There shall be no combinations of clauses 12(a)(iv), 12(a)(v), 12(a)(vi), or 12(a)(vii) within a regular Operator's weekly crew assignment.

Exception: Pool crew assignments.

- (c) Spareboard Work - A sufficient number of employees shall be assigned to meet the ordinary requirements of the service and the number of employees on the Spareboard list may be adjusted to comply with the requirements of the service.

Regular assigned employees shall not be assigned to any Spareboard work when a qualified Spareboard employee is available.

- (d) In the event that no employees are available without payment of overtime, available Spareboard employees shall be used in preference to regular assigned employees.

### 13. **ASSIGNMENTS:**

- (a) The hours of assignment shall commence at the scheduled departure time from the garage or relief point and shall cease at the scheduled arrival time at the point where the assignment terminates.
- (b) Time will be computed on a minute basis on all work performed in one day.
- (c) Time shall be computed continuously when the interval or release from duty does not exceed sixty (60) complete minutes, lunch reliefs excluded.
- (d) All regular assignments will pay a minimum of eighty (80) hours per fourteen (14) day/pay period and a maximum of eighty-four (84) hours, including travelling time.

Exception (i): Three (3) Paratransit assignments may be extended to a maximum of eighty-eight (88) hours, in a fourteen (14) day/pay period, including travelling time.

Exception (ii): Five (5) split assignments may be extended to a maximum of eighty-eight (88) hours, in a fourteen (14) day/pay period, including travelling time.

Exception (iii): A total of eighteen (18) signed assignments without guarantee and/or thirteen (13) hour spread.

- (e) Spareboard assignment sheets of extra work shall be posted not later than 1:30 p.m. each day for the day following. If the assignment sheet is posted later than 1:30 p.m. Operators on off-days and those not returning to the garage shall be notified of time of work to which they are assigned.
- (f) All assignments whether posted on the Spareboard or volunteer sheets shall be paid a minimum of two (2) hours.
- (g) As far as practicable, Spareboard Operators shall be rotated on assignments. The Commission shall be entitled at all times to first schedule employees to meet the provision of Article 17.

Report men shall be used in order of call.

Any regular crew that becomes open for assignment after the Spareboard work assignment sheet has been posted, and starts after 1:00 p.m. the following day, shall not be assigned until after 9:00 a.m. on the following day.

If it is necessary for management to assign someone to the crew, it shall be given to a later Report man, or to the Spareboard Operator with the latest assignment in the day, provided the latest assignment in the day is not a regular crew.

Assigned Report men will be given preference over Operators called on report.

- (h) Operators notified or called for work and later have their assignment changed, such change shall not be considered a cancellation, but the time allowed for the new assignment cannot be less than the original assignment.
- (i) Operators who are willing to work on their assigned off-days shall be notified prior to or at the time they report for duty on the preceding day.
- (j) The daily work on Spareboard assignment sheets shall be such that under normal working conditions no Operator can be forced to work more than one split on any one day.
- (k) An Operator requesting an exchange of assignment shall enter the information in the Log Book provided, forty-eight (48) hours prior to the exchange. Exchanges will only be granted on shorter notice at the discretion of an Officer of the Commission. Approvals will be granted by an Officer of the Commission on a daily basis. Exchanges will be permitted between two (2) Operators only.

- (l) Operators signing for Spareboard and Vacation Relief assignments shall do so on the understanding that they may be required to perform Paratransit and Caretaker's duties.

14. **SIGN-UP:**

- (a) **There will be three (3) Sign-ups each year.  
Posted as follows:**

**January - April Sign-up**

**The first Sunday which coincides with the beginning of the first bi-weekly pay period in January.**

**May - August Sign-up**

**The first Sunday which coincides with a bi-weekly pay period and closest to the end of Brock University school year.**

**September - December Sign-up**

**The Sunday prior to Labour Day.**

**This change will take place in 2005.**

- (b) The regular Sign-up shall be posted five (5) weeks in advance of the effective date unless otherwise agreed by the Commission and the Union. Operators shall begin signing Monday of the fourth (4th) week preceding the effective date of the schedule.
- Should an Operator fail to sign in the allotted time, his name shall be by-passed and a selection shall be made from the remaining unsigned work when he reports to sign.
- (c) There shall be no reduction in the number of, or hours of signed assignments during any Sign-up. Changes may only take place on the next Sign-up.
- (d) Changes in assignments shall be discussed with the Union Representative, prior to making the changes.
- (e) If an Operator is to be absent during the signing of the Sign-up, he shall leave a written choice of assignments with an Officer of the Commission. When it becomes his turn to sign, his selection shall be made by an Officer of the Commission, in accordance with assignments open and choice of assignments made.
- (f) An Operator who signs for an assignment, unless displaced in the application of seniority rules, must remain on such assignment until the next regular Sign-up, unless mutually agreed between the Commission and the Union Representative.
- (g) Should any assignments fail to be signed, starting with the bottom of the seniority list, the assignments shall be filled by appointment of the Commission.

- (h) The first Operator listed on a specific date shall be allowed 6:00 a.m. to 7:00 a.m. - Second 7:00 a.m. to 8:00 a.m. - and one hour intervals until 11:00 p.m. to a maximum of sixteen (16) Operators per day.
- (i) Floater and vacation sign-ups to be signed not later than one week after the regular sign-up.

15. **OVERTIME - OPERATORS:**

- (a) Overtime at one and one-half (1-1/2) the Operator's regular rate shall be paid for all work in excess of signed crews.

Exception: Regular rate shall be paid for a period of up to ten (10) minutes worked immediately following the completion of a regular shift due to being late returning to the Operations Facility.

- (b) Operators working Spareboard assignments in excess of eight (8) hours or in excess of twelve (12) hours spread, shall be paid overtime rate. The rate paid to return a bus to the garage shall be applicable to the eight (8) hours and spread time.
- (c) Overtime rates shall be paid to Operators for work on off-days.
- (d) Overtime rates shall be paid on all work done on any Statutory Holiday.
- (e) Should there be an insufficient number of Operators to man all assignments then Operators will be required to work the overtime beginning with the junior qualified available Operator.
- (f) Operators who wish to work overtime during a Sign-up shall sign a list posted ten (10) days before a Sign-up begins. Two (2) days before the Sign-up starts, the list shall be removed. Only those signing the list will be asked to work the overtime during that Sign-up. Three (3) refusals of overtime by any Operators shall forfeit the Operator's right to further overtime during that Sign-up.

16. **REPORT TIME:**

Allowance for ten (10) minutes report time, at the regular rate, shall be paid to each Operator for each day worked. This is to provide the Operators with sufficient time to report, read bulletins posted on the Boards, perform a walk-around check of their vehicle and be prepared to leave the Operations Facility or the Downtown Terminal at the start time of the assignment.

17. **GUARANTEE:**

- (a) The Commission guarantees to Spareboard Operators a minimum pay of forty (40) hours per week at the basic rate for five (5) days worked; provided they report on time and carry out the duties assigned to them. Should an Operator fail to report for duty on time, the guarantee shall be reduced by the amount of assignment up to a maximum of eight (8) hours. Any work performed in that day shall be paid in addition to the reduced guarantee now credited.
- (b) Time worked by a Spareboard Operator on an off-day shall be paid in addition to the guarantee.
- (c) Statutory Holiday pay for Spareboard Operators shall be included in the guarantee to which they are entitled.
- (d) Time worked on a Statutory Holiday shall be paid in addition to the guarantee.
- (e) The ten (10) minute report time shall be included as part of the guarantee.
- (f) The maximum hours to be applied per day as guarantee time shall be eleven (11) hours.
- (g) Subsections (a) through (f) inclusive of this Article shall apply to Vacation /Floater Relief Operators while filling Spareboard assignments.
- (h) Vacation/Floater Relief Operators signing for a group of assignments which include assignments without guarantee and/or thirteen (13) hour spread, will have the choice of working these assignments without guarantee or compensation for spread, or working Spareboard with the Spareboard guarantee.

Vacation/Floater Relief employees working on Spareboard on their regular day to work, shall have preference for overtime following regular Spareboard employees in accordance with Article 7(a).

Exception: When a Vacation Relief Operator is replacing a Spareboard Operator for vacation.

- (i) Time worked by a Spareboard Operator on a signed assignment without guarantee and/or thirteen (13) hour spread shall be paid on a per minute basis.

18. **SPREAD CLAUSE:**

All Spareboard work performed over the spread of twelve (12) hours shall be paid at one and one-half (1-1/2) times the regular rate.

19. **REDUCTION OF SERVICE:**



On any day the Commission reduces regular service due to any emergency, Operators shall receive the regular assigned day's wages, provided they report at the specified time for their assignment at the Commission Offices or Downtown Terminal. Operators reporting late at the above locations due to delays on such days will have hours paid calculated on a per minute basis from the time that they report to Supervisory staff.

20. **OPERATORS - OFF DAYS:**

- (a) Regular Operators off-days shall be, as far as possible, Sunday and a rotating day.

A maximum of eighteen (18) signed assignments without guarantee and/or thirteen (13) hour spread may have off-days as follows:

- Sunday and another fixed day
  - Sunday and a rotating day
  - Two fixed consecutive days
  - Two rotating consecutive days.
  - Sunday and two (2) rotating consecutive off-days with a minimum weekly pay value of 25 hours for these crews only.
- (b) Spareboard Operators shall have consecutive off-days in accordance with a pre-arranged schedule which shall be posted on the bulletin board for the complete Sign-up.
- (c) Spareboard Operators off-days may be changed, providing the change is necessitated by a decrease in the number of Operators through extended illness, or a decrease in the number of Spareboard Operators. Where the number of Spareboard Operators is over twelve (12), a Spareboard Operator's off-days can be changed once a Sign-up. For the purpose of this Article, the off-days may not be consecutive.
- (d) The Operator must be advised forty-eight (48) hours in advance of the change, and number of off-days allowed in the pay period remains the same.

21. **LUNCH RELIEF:**

- (a) One-half (1/2) hour to a maximum of forty-five (45) minutes without pay shall be granted on all straight crews for lunch relief. Relief shall be supplied not earlier than 9:00 a.m. on morning shift and not earlier than 5:00 p.m. on afternoon shift.
- (b) The time on duty must not be less than three (3) hours or not more than five hours and fifteen minutes (5:15) and, whenever possible, early morning assignments shall be given the early lunch breaks.

Note: The parties recognize that the Employment Standards Act dictates that the maximum time on duty before a break is five (5) hours, but the parties further recognize that this agreement constitutes a better benefit.

Note: 21(c) applies to 21(a) and 21(b).

- (c) Lunch reliefs may be extended fifteen (15) minutes in either direction.

22. **CALLED BUT CANCELLED - ALSO CALLED:**

- (a) Operators notified or called to report for duty and are cancelled later, shall be paid one (1) hour at the regular rate.
- (b) Operators reporting for duty and not used because of cancellations, shall be paid two (2) hours at the regular rate, provided it is a regular working day. If it is an off-day, then overtime rates shall apply.
- (c) Under the above circumstances, the Operators reporting may be held on duty with a minimum pay of two (2) hours at regular rate. If held on duty in excess of two (2) hours, compensation shall be made on the minute basis for time so held.

23. **MORNING CALLS - 5:00 a.m. TO 8:00 a.m.**

- (a) Operators called in on report shall be paid from the time called.

Operators called in for a specific assignment shall be allowed twenty (20) minutes at the regular rate. The time shall be paid exclusive of the assignment but cannot be used to compute overtime.

- (b) Operators called and assigned to a specific crew between 5:00 a.m. and 8:00 a.m. must not be called earlier than one (1) hour before departure time from the garage, but, whenever possible, Operators shall be called forty-five (45) minutes before departure time of the assignment.
- (c) Operators assigned to report and later have the assignment changed to an early morning crew, must not be called after 9:00 p.m. and, if called in the morning, not until one (1) hour before the assigned report time.

Operators assigned to report shall be allowed meal allowance under Article 29.

- (d) This does not apply to an Operator failing to report on time, who, if called, shall be paid for the actual time worked.

24. **REPORTING LATE:**

- (a) An Operator reporting late may be used on any assignment including Report.

An Operator shall forfeit seniority rights for the day but shall be used on assignments open after a choice has been made by persons on Report.

- (b) Persons assigned as Report shall be given first selection of assignment, selection to be made by 9:00 a.m.
- (c) In all cases, selection shall be governed by the payment of overtime involved.

25. **BOOKING OFF AND BOOKING ON:**

- (a) Every effort shall be made to grant an employee time off for legitimate reasons.
- (b) Employees who have booked off and have missed two (2) assignments must book-on verbally before 10:00 a.m. on the day of the return to duty, otherwise they shall forfeit their regular signed crew for the following day and be assigned to Spareboard duties and paid on a per minute basis for time worked on the return to work date. A doctor's return to work slip shall be provided to an Officer of the Commission prior to going on duty in cases where the absence exceeds three (3) consecutive days.
- (c) Employees booking-off on assignments shall call the office at least thirty (30) minutes before the departure time of the assignment.

In the event that a Supervisor cannot be contacted, a message is to be left on the Commission's answering machine (685-3114) which will provide at a minimum, the reason for the book-off, the name of the employee, and the telephone number where the employee can be reached if necessary.

- (d) Operators, including Spareboard Operators, working past 11:00 p.m. shall be given the choice of eight (8) hours between assignments with no loss of guarantee. A bonus of the overtime rate shall be paid to any Operator working within the eight (8) hours between assignments.

26. **DEADHEADING:**

Operators deadheading or travelling on Commission business with proper authority, shall be paid for the time so occupied on the minute basis, at the regular rate.

27. **TRAVELLING TIME:**

- (a) All Operators beginning their assignment at the garage and terminating at a location where it is necessary to return to the garage by transportation, or begin their assignment at a location where it is necessary to use transportation and terminate at the garage, shall be paid travelling time **of an actual time to drive routes set by the Commission**. Time paid on this basis cannot be

used to reduce the interval between assignments. Travelling time shall be included as a part of assignments.

**Note: This will begin with the June 2004 Sign-up. Time will be mutually agreed to by both the Commission and the Union, and can be reviewed from time to time to ensure sufficient time is given to start and finish assignments.**

- (b) Transportation shall be supplied for Operators going to and returning from relief points.
- (c) When the lapse of time between assignments is not sufficient for the Operator to travel by regular service, transportation shall be supplied upon request.
- (d) When an assignment includes a lunch relief, and there is an interval of thirty (30) minutes or more off duty before the lunch relief begins, travelling time to return to the garage shall not be paid.
- (e) When overtime rates are applicable, travelling time shall be included at the time and one-half (1-1/2) rate.
- (f) It is understood the buses are to be returned to the Operations Facility at the end of each shift.

28. **CHECKING TRAFFIC AND TRAINING PAY:**

- (a) Operators shall receive an additional twenty-five (25) cents per hour when required to make a traffic check, providing the check sheet is properly filled out and turned into the garage office.
- (b) Operators engaged in training new employees shall receive the amount of twenty-five (25) cents per hour over the regular hourly rate.
- (c) Should the Commission require traffic checks through computerized data collection, then Operators shall be entitled to a 0.50% wage increase at the time of implementation.

29. **MEAL ALLOWANCE:**

- (b) Employees held on duty in the same day, in excess of five hours and fifteen minutes (5:15) after the first lunch relief is provided by the Commission, due to working overtime, shall be allowed additional lunch relief or meal allowance at five hour (5:00) intervals.

This does not apply when the Operator is held for one trip due to relief not showing.

- (c) Operators assigned as Report men or called at home or on Commission property for regular assignments within thirty (30) minutes of the starting time, shall be allowed a meal allowance on the basis specified in subsections (d) and (e) of this Article.

(d) Employees shall sign a receipt when receiving any meal allowance.

(e) Transportation Meals:

A.M.	\$ 4.00
P.M.	\$ 5.00

30. **UNIFORMS:**

- (a) Initial issue will include:-  
3 in 1 Jacket  
One (1) Tunic  
Three (3) pairs of Trousers/Skirts  
Five (5) Shirts  
Three (3) Ties  
Four (4) pair of Socks

Note: Each pair of trousers/skirts may be substituted with One (1) pair of Commission-issued shorts and knee socks.

Thereafter at twenty-four (24) month intervals from anniversary date of the completion of initial training:

Three (3) pairs of Trousers/Skirts  
Four (4) Shirts  
Two (2) Ties  
Four (4) pairs of Socks  
At two (2) year intervals, choice of one (1) spring jacket, tunic, parka or 3 in 1 jacket  
To be ordered no later than April 1st annually.  
Uniforms shall include one (1) Commission-issued Sweater, if desired.

Payment will be made on the first pay day in February annually for shoes. The shoes shall be capable of being polished, black or grey, and are to be worn when on duty. Athletic and deck shoes are unacceptable.

Socks shall be black, blue or grey in colour.

A copy of the employee uniform requisition shall be provided to the Union.

Transportation Shoe Allowance = \$58.00

- (b) If an employee terminates service within six (6) months after a portion or total issue of uniform has been received, he shall be assessed the total cost of the issue. If service is terminated within the year, he shall be assessed half the cost.

Exception: No assessment will be made to retiring employees.

31. **WEARING OF UNIFORMS:**

- (a) Operators reporting for duty shall be required to wear only uniform clothing issued by the Commission.

- (b) At any time when a tunic is worn, it is compulsory to wear a tie. The top button of the shirt will be fastened and ties will be properly drawn.



- (c) Commission issued shorts and knee socks, may be worn from May 1st, until October 15th. During this period, if the tunic is worn, it is compulsory to wear trousers.
- (d) Employees are required to wear the most recent coat, jacket or parka issue when on duty.

33. **RESTRICTED LICENSES:**

- (a) All employees in possession of a valid Class "B" or "C" license, upon ratification of this Agreement shall be required to hold and maintain such license during the course of their employment with the Commission. All new hires shall be required to hold and maintain a valid Class "C" license and Spareboard Operators shall be required to upgrade to a Class "B" license at the request of Management. Renewal of licenses will be done by our trained Driving Instructor upon request, scheduled by the Safety and Training Instructor and on the employee's own time. Employees will continue to pay for and process their license and any required documentation with the Ministry of Transportation.

Exception: Maintenance employees may be exempted from this requirement should they be unable to hold a Class B or "C" license for medical reasons.

Any Maintenance employee who requests to have their license downgraded to a 'D' Classification will be required to do so in writing to the Superintendent of Maintenance. Further, should these employees request or require the reinstatement of a 'C' Classification license other than as the result of a layoff from Maintenance to the Transportation Department, it would be done at their sole expense.

- (b) An employee shall be granted one (1) Leave of Absence of up to twelve (12) months without benefits for suspension of a classified driver's license. This privilege shall apply once every four (4) years.
- (c) Any employee who loses his Class "B" or "C" license or has his Class "B" or "C" license downgraded, for other than medical reasons, shall be allowed one (1) Leave of Absence of up to twelve (12) months. Employees will be allowed this leave or any part of it once every four (4) years.

35. **BAIL BOND:**

An employee involved in an accident while engaged in the performance of assigned duties with the Commission, shall be furnished with Bail Bond by the Commission when such is required. Such an employee shall also have the legal assistance of the Commission in any legal proceedings jointly against the employee and the Commission.

36. **COURT APPEARANCE:**

- (a) Employees who lose time by reason of being required in a case in which the Commission is involved, to attend Court or Coroner's Inquest, or to appear as a witness, shall be paid for time so lost. If no time is lost, they shall be paid for actual time held, with a minimum of two (2) hours at the regular rate. The necessary actual expenses when away from Home Terminal shall be allowed on production of receipts. Any fees or mileage accruing shall be assigned to the Commission.
- (b) If any employee is charged under The Highway Traffic Act, City By-laws or Criminal Code, and found guilty, they shall not be paid.
- (c) Jury Duty - The cheque received by the employee from the Court for jury duty or for acting as a subpoenaed witness shall be endorsed by the employee and given to the Commission. The employee's normal wages including any shift premium shall be paid for jury duty or as a subpoenaed witness. If the Court cheque which is given to the Commission includes expenses, the Commission will reimburse the employee for the said amount.

**37. COPIES OF AGREEMENT TO ALL EMPLOYEES:**

The Commission shall **provide** one hundred and fifty (150) **pocket size** copies of this Agreement **that are of a fair size print that makes them easy to read.**

**The Commission shall also supply twenty-five (25) full size copies and one copy on a computer disc (cd-rom) to the Union Executive.**

**38. LEAVE OF ABSENCE:**

- (a) Reasonable Leave of Absence may be granted an employee, without remuneration, and notice in writing of such Leave of Absence shall be given the Union forthwith. An employee engaged in any occupation for gain, during Leave of Absence shall forfeit standing on the seniority list, unless permission for engaging in such occupation for gain has been given to the employee on a basis mutually agreeable to the employee, the Union and Management.
- (b) An employee who at any time is delegated to represent the Union at a Conference, Convention, Course or other Union business, or any employee of the Commission who at any time is appointed to act on any Committee of the Union, shall be granted reasonable time off from duties without pay and without loss of seniority, in order to fulfil the mission, provided that a written request for leave is made ten (10) days in advance for Union Conferences, Conventions or Courses and at least forty-eight (48) hours in advance of any leave for all other Union business. In the event the forty-eight (48) hours notice is not given, the Union shall reimburse the Commission for all overtime incurred, due to the granting of such leave. The request for Leave of Absence by such employee shall be given preference over requests from other employees for Leave of Absence.

- (c) It is understood that Leave of Absence shall not be granted for a period exceeding three (3) months, except in the case of sickness or other extenuating circumstances.
- (d) During a Leave of Absence, because of illness or loss of license, an employee shall keep the Commission advised as to their whereabouts, and in case of illness or injury, the name and address of the attending physician, and shall submit to examination by the Commission's doctor at such time and as often as the Commission desires, as long as they are absent on account of illness or injury. During such absence they shall report or cause to be reported to the Commission, the state of his condition once a week, unless such absence is a predetermined period.
- (e) An employee taking a Leave of Absence to perform service in the Canadian Armed Forces shall be subject to reinstatement under the provisions of the Employment Standards Act. Employees shall also be granted Leave of Absence to enrol in a full-time Civil Defence organization.
- (f) Upon receipt of reasonable notice, the Commission shall grant Leave of Absence without pay or benefits and without loss of seniority to one (1) only employee who is elected or selected for a full-time position with the Amalgamated Transit Union for a period of not more than one (1) term, which shall not be greater than three (3) years. Such leave may be renewed on request at the discretion of the Commission. Should the employee hold any Executive position with Local No. 846, ATU, at the time of his election or selection to the Amalgamated Transit Union, he shall relinquish such position during his tenure with the Amalgamated Transit Union. The employee shall be entitled to return to his former position at the expiration of the period in accordance with his ability and seniority.

39. **BEREAVEMENT LEAVE:**

- (a) The Commission shall grant, upon request, up to five (5) days Leave of Absence, with pay, to employees to arrange and attend the funeral of an immediate family member -- wife, husband, child, stepchildren, mother and father.

The Commission shall grant, upon request, up to three (3) days Leave of Absence, with pay, to employees to arrange and attend the funeral of -- sister, brother, mother-in-law, father-in-law and grandchildren.

- (b) Bereavement Leave of one (1) day **with pay** shall be granted to attend the funeral of sister-in-law, brother-in-law, grandmother, grandfather, niece and nephew. One (1) day shall be granted to attend the funeral of spouse's grandmother, grandfather, niece and nephew.
- (c) Cost to the Commission for Bereavement Leave shall be the actual time lost by an employee during Bereavement Leave.
- (d) Special circumstances may alter requests for Bereavement Leave.

40. **MEDICAL EXAMINATION:**

- (a) Employees, when compelled to report to a doctor for physical examination on a bi-yearly (ICC regulations) or to renew a "B" or "C" License in the third year (MTO regulations), and is examined while off duty, shall be paid two (2) hours at the regular rate, providing the following conditions apply:-

An employee shall be examined by either his own personal physician or by one of two (2) physicians to be appointed by the Commission.

If an employee elects to use his own physician a copy of the medical form is to be submitted to the Commission.

The Commission will reimburse the cost of the employee's licensing medical **to a maximum of \$125.**

Providing this procedure is followed, all additional costs shall be paid by the Commission. Where an employee is certified fit to return to work by his physician and the Commission requests that the employee be examined by the Commission's doctor but his return to work is delayed by the unavailability of the Commission doctor the employee shall suffer no loss of pay.

It is the responsibility of employees to have a valid Driver's License to operate a bus.

- (b) Should the Commission require a medical other than for the driver's Class "C" or "B" License, then the cost of the examination will be borne by the Commission. An employee failing to pass a medical examination, may be disqualified from further service by the Commission doctor.
- (c) If, on re-examination by a competent medical authority of his own choice, and having prior to examination advised his doctor of choice that he has been declared unfit for service by the Commission doctor, an employee is deemed fit to resume duties, may appeal the decision of the Commission doctor, the appeal to be made in writing with written proof of the employee's fitness. Cost of re-examination shall be paid by the employee.
- (d) The evidence shall be submitted to the Commission doctor and if the doctor so advises, a consultant doctor or specialist shall be called in. The decision of such consultation shall be binding to both parties.
- (e) Cost of the consultant specialists shall be paid by the employee or their representative, if they are deemed medically unfit to return to work. If they are considered as medically fit to return to work, the cost of the consultant shall be paid by the Commission.

- (f) If, for any reason, an employee is proven unfit to perform his normal duties, every effort shall be made by the Commission to place them in suitable employment before release.
- (g) The cost of medical forms required to be completed to establish or maintain entitlement to Workplace Safety & Insurance Board (WSIB) benefits or Insurance benefits for each separate claim, shall be borne by the employee on first attendance at his physical and thereafter by the Commission at no less than twenty-one (21) day intervals provided that the employee is able to verify that he has assumed the costs associated with the first attendance.

41. **HEALTH AND WELFARE:**

Employees not currently enrolled in OMERS Pension Plan will have the option to enrol so long as he continues to sign a signed assignment without guarantee.

The Employer agrees to pay premiums on a group insurance plan which provides Life Insurance, Accidental Death and Dismemberment Benefits, Long Term Disability Benefits, Extended Health Care Benefits and Dental Insurance.

The Employer agrees to paying 100% of the billed premiums for the plan.

It is understood that in the event of a change of carrier by the Commission during the life of the Agreement, there shall be no reduction in benefit levels provided hereunder.

Generic Drugs: The Commission will implement a drug card program on or before July 1, 1997. After the \$25.00 deductible, 100% will be paid for generic drugs or non-generic (name-brand) drugs when a generic drug is not available, or if the prescribing doctor specifies a non-generic (name brand) drug and no substitutions. If both are available and the employee elects the non-generic (name brand) drug, then a 10% co-payment will be paid by the employee. The Drug Plan will cover prescription drugs only, excluding prescribed over the counter medication.

Life Insurance - \$ 40,000 - January 1, 2003

Weekly Indemnity - 75% to a maximum of 40 hours per week

- 1st day accident
- 1st day hospital
- 4th day sickness
- 26 weeks

Hospital - Semi-Private Coverage

Medical and Surgical Service - OHIP

Dental Plan- Current ODA Schedule as supplied by Carrier  
Dental visits for adults to be scheduled at nine (9) month intervals.

Long Term Disability - **\$2,000/month**

**All employees currently receiving this benefit shall receive the increase retroactive to January 1, 2004.**

Hearing Aids \$1,000 maximum every two (2) years

Visioncare- **\$ 300.00** per family member in any 2 years

Note: This benefit is provided in lieu of U.I.C. rebate for hereafter.

Ontario Municipal Employees' Retirement System -

50% paid by employer  
50% paid by employee

**41A. EARLY RETIREMENT:**

- (a) Employees whose age and length of service total ninety (90) may apply for early retirement in accordance with the provisions of the Ontario Municipal Employees Retirement System. Such employees shall continue to receive the following benefits: O.H.I.P., Major Medical, Drugs, Life Insurance, Visioncare and Dependant's coverage to age sixty-five (65).
- (b) Employees who have accumulated twenty-five (25) years service and a minimum retirement age of fifty-five (55) and elect early retirement, but have not obtained the OMERS factor, shall be eligible for the benefits identified in (a) above until the age of sixty-five (65).
- (c) Employees whose age and length of service total eighty (80) may apply for early retirement in accordance with the provisions approved by the OMERS Board for the period January 1, 1999 to December 31, 2002. This 80 Factor remains subject to the approval of the Province of Ontario. Such employees shall continue to receive the following benefits: OHIP, Major Medical, Drugs, Life Insurance, Visioncare, and Dependent\_s coverage, to age 65.

**42. FREE TRANSPORTATION:**

- (a) The Commission agrees to issue an untransferable pass to each employee as soon as they become employed by the Commission. Passes to be returned to the Commission if employment is terminated before retirement.
- (b) Passes to remain valid after retirement.

- (c) Eligible Family Dependents will receive a 50% reduction on the purchase of Transit Bus Passes only. The employee will verify dependent status with the Transit Commission.

43. **PARKING:**

Sufficient parking is to be provided for employees' automobiles at the Commission's Operations and Downtown Terminal facilities.

44. **HEATING OF BUSES:**

The coaches operated by the Commission shall be equipped with sufficient heaters and defrosting equipment to maintain comfortable temperature and safe driving conditions during cold weather.

45. **PAY-DAY FOR INJURY:**

- (a) An employee who is injured while in the course of his employment or work and who is unable to continue because of such injury, shall be paid straight time for the balance of the shift. Such injury must be recorded on forms provided by WSIB.
- (b) When an employee has received approval from the WSIB for an injury claim, or an approved short-term disability claim, they may make arrangements with the Commission for a weekly advance, pending payment from the Board.
- (c) Should it become necessary to go to a physician due to a reported injury at a later date, the employee must notify the employer when making the appointment or immediately after.

46. **STATUTORY HOLIDAYS:**

- (a) Holiday pay of assigned hours including report time shall be paid to employees for each Statutory Holiday listed herein. Spareboard Operators shall receive eight (8) hours pay. Employees on an off-day shall receive eight (8) hours pay at the employee's regular rate.
- (b) Employees required to work on a Statutory Holiday shall be paid at the rate of time and one-half (1-1/2) for all time worked in addition to the Statutory Holiday.
- (c) The Commission recognizes the following nine (9) Statutory Holidays:-

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

When Heritage Day is officially declared a Federal Holiday, it shall be recognized as a Statutory Holiday by the Commission.

In 1998 and thereafter for the life of the Agreement, employees will receive three (3) floater days. This shall be granted, Monday to Friday, and should the selected day fall on an employee's

off-day, or during his vacation period, eight (8) hours shall be paid in lieu at the employee's regular rate.

All employees shall qualify for up to three (3) additional floater days based on perfect performance in the prior year as follows:

First day of November through the last day of February inclusive=One (1) additional floater day.

First day of March through the last day of June inclusive = One (1) additional floater day.

First day of July through the last day of October inclusive = One (1) additional floater day.

**PERFECT PERFORMANCE:**

Qualifies:

Floater days

Approved Union leave

Jury Duty

Approved leave of absence

Bereavement

Disqualifies:

Sickness

WSIB

Absence without prior approved leave

Late

Discipline resulting in lost time - upheld.

In the Transportation Department, Floater Relief positions may be created for the purpose of replacing Operators on Floater and Lieu days. Guarantee will apply. The position will have Saturday, Sunday as off-days. Overtime will be paid after forty-four (44) hours worked in one week. The Operator signed to work will be assigned to Spareboard when a vacancy exists.

- (d) Such holiday pay shall not be granted to an employee who did not work on the holiday, unless the employee works upon his last scheduled working day preceding such holiday and also upon his first scheduled working day succeeding such holiday, except under special circumstances authorized by the Supervisor. Special consideration shall be given to employees who, after extended illness, return to work immediately after the holiday or are absent because of extended illness immediately succeeding the holiday.
- (e) If a Statutory Holiday occurs during an employee's vacation, with the exception of prime vacation time, he shall be allowed a choice of an additional day's pay or an additional day off with pay.

The employee shall make his choice known during the vacation Sign-up, otherwise he shall receive an additional eight (8) hours pay for the day.

If a Statutory Holiday falls on an employee's day off, he shall be given the choice of an extra day's pay or an extra day off with pay.

Spareboard Operators off-days may be changed to compensate for the granting of a day.



47. **VACATIONS:**

Vacation Schedule for employees:

**4% vacation pay for the first year of hire and will be considered to be on current vacation.**

**2 weeks in the 1st and 2nd year that their anniversary falls.**

**3 weeks in the year that the 3rd anniversary falls.**

**4 weeks in the year that the 10th anniversary falls.**

**5 weeks in the year that the 16th anniversary falls.**

**6 weeks in the year that the 23rd anniversary falls.**

**Note: This will take effect with the 2005 Vacation Sign-up**

The Commission shall allow one (1) additional day's vacation per year over twenty-eight (28) years combined service, up to a maximum of five (5) days.

- (a) Operators' vacations shall be scheduled from the date of employment.
- (b) A vacation selection Sign-up sheet shall be posted the second (2nd) Monday of November for the selection of holidays for the coming year. Signing of vacation selections shall commence on the third (3rd) Monday of November.
- (c) Specific dates shall be assigned to Operators for signing according to seniority, with nine (9) Operators signing per day, Monday to Friday. The first (1st) Operator listed on a specific date shall be allowed from 6:00 a.m. to 8:00 a.m. - the second (2nd) from 8:00 a.m. to 10:00 a.m. - third (3rd) from 10:00 a.m. to 12:00 p.m. - fourth (4th) from 12:00 p.m. to 2:00 p.m. - fifth (5th) from 2:00 p.m. to 4:00 p.m. - sixth (6th) from 4:00 p.m. to 6:00 p.m. - seventh (7th) from 6:00 p.m. to 8:00 p.m. - eighth (8th) from 8:00 p.m. to 10:00 p.m. - ninth (9th) from 10:00 p.m. to 6:00 a.m. to a maximum of nine (9) Operators per day.

Vacation selections may be given verbally by telephone to an Officer of the Commission up to and during an Operator's assigned time for signing vacation selections. When vacation selections are given verbally, a written confirmation of the Operator's selection shall be provided to the Commission no later than the working day following the day the Operator was assigned to sign.

A duplicate Sign-up posted at the Downtown Terminal shall be updated at least once daily.

- (d) Vacations shall be selected over the entire year. The number to be on vacation at one time is to be posted by the Commission in accordance with the working requirements. Preference is to be given during prime vacation time.

- (e) Operators' vacations shall commence on Sunday throughout the year.
- (f) Minimum holidays to be taken at one time - one (1) week. Vacation pay shall be calculated on the current hourly rate on the following schedule.

Operators - Forty-Two and One Half (42-1/2) Hours

Operators without guarantee - Value of signed assignment at the time vacation is taken, plus two and one-half (2- 1/2) hours per week of entitlement to a maximum of 42-1/2 hours.

Remainder of Employees - Forty (40) Hours.

- (g) Operators can sign for their total vacation period according to seniority, providing the following conditions are adhered to:-

Vacation period may be divided into parts. Employees with four (4) weeks and less shall sign for not more than two (2) weeks vacation during the summer vacation period.

Employees with five (5) weeks may select up to three (3) weeks during the summer.

Employees with six (6) weeks may select four (4) weeks in the summer. The weeks must be signed consecutively, providing consecutive weeks are available - otherwise, two (2) separate weeks may be signed.

For the purpose of this section, the parties agree to determine annually, by the first week of September for the following year's prime time vacation period, in conjunction with Article 47(c).

- (h) Operators who do not wish to sign for their total amount of weeks, when it comes their turn to sign, must wait for the remaining Operators to sign before making a further selection - selection to be made according to seniority.
- (i) Written application can be made for the total amount of weeks earned during the summer vacation period, as per 47(g) once every three (3) years under special circumstances. The application must be forwarded before November 1st of the preceding year. The application shall be forwarded through the Union Executive and must outline the reason for the request.
- (j) Employees terminating their service with the Commission shall receive vacation pay at the rate of 2% of gross earnings per week of vacation entitlement in proportion to the amount of money earned in that year, and the percentage allowed according to vacation qualifications. For example, if qualified for two (2) weeks - 4%, three (3) weeks - 6%, four (4) weeks - 8%, five (5) weeks - 10%, six (6) weeks - 12%. An employee leaving the service of the Commission before qualifying for vacation, shall receive vacation pay according to the Employment Standards Act.
- (l) All employees must take vacation.

- (m) Should an employee who has exchanged a vacation time with any other employee in the bargaining unit fail to perform the work in question, the Commission shall be reimbursed by the Union for any premium payment made to have the work in question completed.
- (n) Vacation Exchanges - Once the vacation Sign-up has been completed, vacation exchanges between Operators may be made provided that the Commission is advised by the Union representative of any exchange of vacation. The Operator originally signed up to perform the work in question is responsible to ensure the completion of the assignment during his absence and there shall be no grievances filed by the Union, by an Operator of any kind as a result of exchange of vacations or by any other employee in the bargaining unit. If the Vacation Relief assignments have been signed prior to the exchange and a conflict of assignment arises out of the exchange, the Vacation Relief Operator will retain the assignment for which he originally signed and the Operator making the exchange will work the Spareboard for the period of the exchange. Off-days for the displaced Operator working the Spareboard shall be as close as is practical to the off-days he would have observed had he not been displaced.
- (o)
  - (i) Should an employee's regularly scheduled vacation occur during a period of illness he shall receive vacation pay in lieu of vacation upon his return to work.
  - (ii) Should an employee become ill during a regularly scheduled vacation period, he shall be deemed to be on vacation to the exhaustion of the vacation pay for that vacation period and shall then be eligible to receive Weekly Indemnity benefits thereafter in accordance with Article 41 for the remainder of said illness.

48. **PART-TIME SUPERVISORS:**

Part-time Supervisors shall inspect or drive for a full day only, except in the case of emergency or extenuating circumstances - no other Operators available.

**Any member of Local 846 appointed to the position of Part-Time Supervisor shall be limited to filling this position for up to a maximum of thirty-six (36) months.**

**The Commission may appoint up to three (3) Operators for the purpose of Part-Time Supervisor. Members may be given this opportunity only once during their employment.**

**Note: Members that are presently acting as Part-Time Supervisor as of ratification of this Agreement will be given up to twelve (12) months to remain as Part-Time Supervisor at which time they will be replaced. This date is agreed to be by February 1, 2005.**

## **MAINTENANCE SECTION**

### **49. HOURS OF SERVICE AND MEAL PERIOD:**

- (a) Except as otherwise provided in paragraph (c) below, eight (8) consecutive hours exclusive of meal period shall constitute a day's work. The work week shall be five (5) consecutive days at eight (8) hours per day.
- (b) Except as otherwise provided, the meal period shall be thirty (30) minutes or one (1) hour, as mutually agreed to, to be assigned between the end of the fourth hour and the beginning of the sixth hour.
- (c) Employees working eight (8) hours continuous shifts shall be allowed twenty (20) minutes for lunch without deduction in pay, the meal period to be assigned between the end of the fourth hour and the beginning of the sixth hour.
- (d) Employees required to work during the meal period shall receive pay at the rate of one and one-half (1-1/2) times the regular rate on the minute basis, but shall be relieved the necessary time (without pay) in order to procure a meal.

This does not apply when employees are allowed the twenty (20) minutes for lunch without deduction thereof.

- (e) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least twenty-four (24) hours notice to employees affected.
- (f) The starting time of Maintenance employees shall be the same on all days of the week, except in the case where change is necessary to cover a shift where a vacancy is caused by off-days. It shall be mutually agreed on which jobs the change in shifts shall take place.
- (g)
  - (i) In cases where an employee is asked to do an additional assignment which is continuous with, before or after his regularly assigned duties, without twenty-four (24) hours advance notice, pay for such additional work shall be paid as provided for in Article 50(a) of this Agreement with his regularly assigned duties being paid at the employee's regular rate.
  - (ii) In case the regular starting time of an employee is changed without twenty-four (24) hours advance notice, the employee shall be paid at one and one-half (1-1/2) times the regular rate for the first shift.
- (h) No Maintenance employee shall forfeit any time due to change of shift.
- (i) Maintenance employees with thirty (30) minutes or one (1) hour lunch period shall have two (2) ten (10) minute rest periods per shift. Maintenance employees with twenty (20) minutes paid

lunch shall have one (1) ten (10) minute rest period per shift. All employees shall be given ten (10) minutes wash-up time, previous to the completion of the shift.

- (j) Staffing of the Maintenance Department on Sundays shall consist of not less than two (2) employees, and on Statutory Holidays shall consist of one (1) employee.

Exception: During prime vacation time for vacation purposes only.

- (k) The complement of the Maintenance Department during the period of this Agreement shall be maintained at eighteen (18) employees on the Departmental seniority list.
- (l) Temporary Vacancies: Positions or vacancies of thirty (30) days or less duration shall be considered temporary and may be filled without bulletin. The senior qualified employee is to be given preference.
- (m) Employees returning after Leave of Absence shall return to their former positions, or within three (3) days, exercise their rights to any position bulletined during such absence, if their ability is sufficient. Employees displaced by their return will exercise their seniority in the same manner.

50. **OVERTIME FOR EMERGENCY CALLS:**

- (a) Time worked by employees in addition to regular assignments continuous with, before or after the regular assigned hours on duty, shall be considered as overtime and shall be paid for on the actual minute basis at one and one-half (1-1/2) times the regular rate, provided, however, that double time shall be paid for time on duty in excess of twelve (12) hours within a twenty-four (24) hour period.
- (b) Employees notified or called to work not in continuous service shall be paid at one and one-half (1-1/2) times the regular rate with a minimum of two (2) hours. Employees shall not be required to lay off during regular assigned hours in order to absorb overtime. Overtime opportunity shall, as far as practicable, be equalized among employees in each classification, with such opportunity given first to the employee with the lowest overtime hours calculated from the beginning of the year. Overtime offered to each employee shall be recorded and available for inspection by the Union representative. Where an employee declines an overtime opportunity it shall be recorded and considered as time worked for purposes of this clause.
- (c) Employees called to report in emergency shall be paid from the time called at one and one-half (1-1/2) times the regular rate, with a minimum of two (2) hours for the emergency. If the employee is held for other work, beyond the time required to complete the emergency, or in emergency beyond the two (2) hours, he shall be paid on a minute basis at the rate of one and one-half (1-1/2) times the regular rate for the remainder of the time held.
- (d) Employees sent out on road calls to service vehicles other than those owned by the Commission, shall be paid at overtime rates until return to the garage.

- (e) All overtime shall have prior authorization from the Superintendent of Maintenance or his designate.
- (f) Should overtime be required due to scheduled work, employees will be provided with a minimum of twenty-four (24) hours notice.

51. **PRESERVATION OF RATES:**

When an employee is required to perform the duties of another employee receiving the higher rate of pay, he shall receive the higher rate, but if required to fill temporarily the place of another employee receiving the lower rate of pay, the rate will not be changed.

52. **MEAL ALLOWANCE:**

A meal allowance of \$5.00 shall be provided for employees engaged in overtime work, when the employee concerned has not received sufficient notice prior to taking such overtime work. This ruling to apply when an employee has not had sufficient time to provide himself with lunch or to obtain a meal, and provided that all such overtime work is in excess of two (2) hours actual time.

53. **TOOLS:**

Special tools and equipment on all St. Catharines Transit Commission vehicles shall be supplied by the Commission, and maintained in a safe operating condition. Flashlights and batteries shall be furnished to all employees whose work requires such equipment.

54. **TOOL REPLACEMENT:**

- (a) Maintenance employees breaking, wearing out or losing tools on the job may have them replaced upon request.
- (b) Maintenance employees purchasing metric tools for use on transit property shall be reimbursed **50%** of the cost **if pre-approved** by the Commission. The employee making the claim must submit a bill showing proof of purchase and must have the tools recorded by the Maintenance Supervisor.

55. **PROTECTIVE CLOTHING:**

- (a) Maintenance employees, upon receiving permission from management, shall be allowed to purchase standard safety lens glasses, the cost of which is to be determined by the optometrist designated by the Commission. Other employees purchasing safety lenses shall be allowed a

rebate of the difference between the cost of standard and safety glass. Where applicable, safety goggles will be provided.

- (b) Protective solution for hands shall be supplied.
- (c) Coveralls, smocks and cleaning of same shall be supplied to Maintenance employees. Gloves, rubber boots, rain hats and rain coats shall be issued to Maintenance employees who require them upon request. Coveralls shall be stored in a facility along with the rain gear. Adequate number of cloth wipes shall be in the Maintenance Department for use by Maintenance employees at all times.

A choice of a winter parka, a 3 in 1, or a spring jacket shall be supplied at two (2) year intervals.

To be ordered no later than April 1st, annually.

- (d) Sufficient rubber boots, rain hats and rain coats shall be made available to other staff members.
- (e) Maintenance employees shall be reimbursed for the purchase of safety shoes:

Payable in:	2004	2005	2006
	\$83.00	\$83.00	\$83.00

Payment will be made on the first pay day in February annually.

**56. OFF-DAYS FOR MAINTENANCE EMPLOYEES:**

Employees shall be assigned two (2) off-days in each seven (7) day period. The off-days shall be consecutive and preference shall be given to Saturday-Sunday, then Friday-Saturday and then Sunday-Monday. The only change from this procedure shall be on vacation relief employees.

**57. LEAD HAND:**

All Maintenance employees promoted to the position of Lead Hand shall receive thirty (30) cents per hour in addition to their regular classified rate of pay.

**58. CHARGE HAND:**

All Maintenance employees promoted to the position of Charge Hand shall receive fifty (50) cents per hour in addition to their regular classified rate of pay.

**59. TIRE MAINTENANCE:**



Certified Tire Servicepersons required to work on tires shall receive forty-five (45) cents above the normal Serviceperson's rate.

**60. MAJOR ELECTRICAL APPOINTMENT:**

A Mechanic qualified to do major electrical repairs shall be appointed to the position. In recognition of the position, the Mechanic shall receive forty-five cents (45\_) per hour above the normal Mechanic's rate, effective January 1st, 1999.

**61. STATUTORY HOLIDAY SIGN-UP:**

- (a) A Sign-up shall be posted at least three (3) weeks in advance to determine the Maintenance employee working on Statutory Holidays.

If sufficient employees do not sign to cover available work, the remainder shall be selected from the top of the list for Statutory Holiday work only.

- (b) All employees are subject to call, should they be required.
- (c) Employees forced or volunteering to work on a Statutory Holiday shall then revert to the bottom of the seniority list for the coming Statutory Holiday.
- (d) Employees who sign to work and are not used, shall be given first preference to work on the next Statutory Holiday.
- (e) When a Statutory Holiday falls on a Friday or a Monday, the off-day employees shall be given choice of accepting an extra day's pay or having a day off, at an earlier or later date.

Whenever possible, the extra day shall coincide with the off-days preceding or following the Statutory Holiday.

If this is not possible, then the off-day shall be scheduled with the nearest off-days, to allow the person concerned a long week-end.

Preference of off-day shall be given on a rotating basis.

- (f) Choice of selection of assignment shall be given according to the regular seniority list.

62. **VACATION AND GENERAL SIGN-UP:**

- Maintenance Employees

- (a) The number of employees on vacation **in each classification shall be as follows. For the period of ten (10) weeks prior to Labour Day one vacation spot per week. The remainder of weeks, there will be two (2) vacation signing spots posted.** The minimum vacation to be taken at one time is one (1) week. **To a maximum of three (3) weeks during prime time vacation.** Maintenance employees shall begin vacation after regular off-days.
- (b) **Three (3) Vacation Sign-ups** for the following employee classifications shall be posted in the Maintenance Department on the first (1st) Monday in **January** of each year.

- 1 - Mechanic**
- 2 - Bodyperson**
- 3 - Serviceperson "B"**

Each Sign-up shall be for signing of vacations commencing **the first week of January** in the current year. Signing shall begin for all vacation Sign-ups on the second (2nd) Monday in **January**. **One (1) days**, excluding Saturdays, Sundays and Statutory Holidays, shall be assigned to the employees whose names appear on each Sign-up for signing according to seniority. Following the Vacation Sign-up, a Floater and Performance Days Sign-up will be posted from the remaining available time.

For each request for vacation occurring prior to **February 1st**, a notice will be posted for a period of three (3) days to determine objections, if any, from a senior eligible Maintenance employee. Should a senior employee object to a specifically requested vacation period occurring prior to **February 1st**, seniority shall prevail. Where no objection arises, the employee's specific request shall be allowed. Requests having less than the above notice shall be granted by mutual agreement only.

All Maintenance employees on staff as of **February 1st each year**, shall have signed for all vacations by that date.

- (c) Should an employee fail to sign in the allotted time his name shall be by-passed and his selection shall be made from the remaining dates open, when they report to sign.
- (d) **Employees working vacation, floater, and sick reliefs must receive eighty (80) hours pay and four (4) off-days in a bi-weekly pay period.**

If a Statutory Holiday occurs within a vacation period during the summer months, the employee shall return to work on the scheduled working day after the vacation period. The employee shall be given one (1) extra day's pay, or a day off prior to the vacation, subject to approval. The

employee may select a day at a later date in the year, but must make the selection known before going on vacation.

Vacation and Sick Relief employees will be eligible to work overtime on the off day of the employee they are replacing.

- (e) For the remaining months in the year, one (1) assignment shall be posted to cover vacation or sick periods.

If a Statutory Holiday occurs during a vacation period, the employee shall be given a choice of one (1) extra day's vacation or one (1) extra day's pay. The employee must make the choice known before going on vacation.

- (f) Wages including shift premium, shall be paid to employees for statutory holidays, floater day and vacation in cases where the employee receives shift premium while engaged in his normal duties.
- (g) Effective dates of General Sign-ups in the Maintenance Department shall be:
  - 1. First (1st) Sunday of January.
  - 2. First (1st) Sunday of April.
  - 3. Sunday prior to Labour Day.

Five (5) general Sign-ups for the following employee classifications shall be posted on the first (1st) Monday of the month prior to the month in which the Sign-up commences according to the above schedule.

- 1 - Mechanics
- 2 - Bodypersons
- 3 - Serviceperson "B"

Signing shall begin for all General Sign-ups on the Monday following posting. One (1) day, excluding Saturdays, Sundays and Statutory Holidays, shall be assigned to the employees whose names appear on each Sign-up for signing according to seniority. All employees shall have signed by the fourth (4th) Monday of the month prior to the month in which each Sign-up commences at which time the Sign-up lists shall be removed.

- (h) Lay-offs in any job classification shall only occur at the end of a General Sign-up.

**63. GENERAL - ALL EMPLOYEES:**

- (a) It is agreed that Foremen or Supervisors shall not perform work normally performed by employees covered by this Agreement.
- (b) The Commission agrees that it will not create an unnecessary burden on employees by requiring them to do heavy work while working alone.
- (c) All employees covered by this Agreement shall continue to be paid at their regular rate when required to attend a meeting called by an Officer of the Commission.
  - (i) **DISCIPLINE** - An employee against whom a complaint has been received shall be required to report to an Officer of the Commission. If the employee is required to report outside of his regularly scheduled hours he shall be requested to meet immediately following the completion of his shift. Meetings of this nature shall be first scheduled

within ten (10) working days of the date of the complaint or shall otherwise have been determined to have been abandoned.

- (ii) ACCIDENTS/INCIDENTS - Accident reports are required. Incident reports are to be completed on request or approval. Thirty (30) minutes at the regular rate will be paid for each report, in addition to any scheduled meetings, provided the report is completed in total and submitted to an Officer of the Commission within twenty-four (24) hours of the occurrence.
- (iii) Shop Meetings.
- (iv) Formal training, safe driving or upgrading course.  
Exception: Union designate when conducting Union business.
- (d) The Commission shall supply and maintain shower facilities for all employees at the Operations Facility.
- (e) No employee engaged prior to the signing of this Agreement shall be laid-off as a result of the introduction of assignments without guarantee and/or thirteen (13) hour spread.
- (f) Employees who may lose their jobs as a result of automation or technological change, shall be given the opportunity to fill other vacancies in accordance with the seniority and lay-off procedure.
- (g) Written job descriptions shall be provided in the Maintenance Department.
- (h) The Commission shall have the right to engage up to four (4) temporary employees who are not included in the bargaining unit for the purpose of interior coach cleaning **and facilities maintenance during May** to August of each year.
- (i) Employees shall be considered on probation until they have completed six (6) months employment. If, during the six (6) month period, an employee is absent for any reason other than legal strike, the probationary period shall be extended in accordance with the time lost.

During the probationary period, if an employee is to be released, the reason shall be discussed with the Union President or his designate. Probationary employees may be discharged at the discretion of the Commission where the employee is unsuitable for transit work.

64. **PAY DAY:**

- (a) **Employees will be paid weekly, with payroll to be deposited by Thursday, no later than 4:00 p.m., and in the weeks where a Statutory Holiday is observed, by noon Friday. Each pay is to be deposited in the financial institution of the employee's choice.**

65. **PERIOD OF AGREEMENT:**

- (a) This Agreement shall remain in effect for a period of **thirty-six (36)** months from **January 1st, 2004 through to December 31st, 2006** inclusive, and thereafter, from year to year, unless notice in writing is given by either party ninety (90) days prior to the expiry date, that it desires to terminate, revise or amend the Agreement.
- (b) This Agreement represents the full terms and conditions of employment affecting employees in the bargaining unit and replaces all other understandings and practices whether oral or written. It is provided that the parties hereto, as long as this Agreement continues in force, may vary or modify any term hereto by mutual consent, evidenced in writing.

66. **WAGE RATES:**

	<u><b>2004</b></u> <u><b>Jan 1</b></u>	<u><b>2005</b></u> <u><b>Jan 1</b></u>	<u><b>2006</b></u> <u><b>Jan 1</b></u>	<u><b>2006</b></u> <u><b>July 1</b></u>
Operators	20.33	20.99	21.67	22.01
ParaVan Operator (protect at not less than \$5.50 below Operator rate)	14.83	15.49	16.17	16.51
Coffee	100.00	100.00	100.00	-----
Caretaker	19.76	20.40	21.07	21.41
<b>Maintenance Employees</b>	<u><b>2004</b></u> <u><b>Jan 1</b></u>	<u><b>2005</b></u> <u><b>Jan 1</b></u>	<u><b>2006</b></u> <u><b>Jan 1</b></u>	<u><b>2006</b></u> <u><b>July 1</b></u>
Mechanic 1 (+25_ in 2004)	23.63	24.40	25.19	25.51
Bodyperson (+25_ in 2004)	23.63	24.40	25.19	25.51
Serviceperson (protect at 75_ below Operator)	19.58	20.24	20.92	21.26
Major Electrical	.45/hr	.45/hr	.45/hr	.45/hr
Shift Differential	.35/hr	.35/hr	.35/hr	.35/hr
Lead Hand	.30/hr	.30/hr	.30/hr	.30/hr
Charge Hand	.50/hr	.50/hr	.50/hr	.50/hr
Tire Maintenance	.45/hr	.45/hr	.45/hr	.45/hr

67. **WAGE RATES - NEW EMPLOYEES:**

Operator Initial Training - Minimum Hourly Wage

First twelve (12) months:	\$2.25 below top hourly rate
Next twelve (12) months:	\$1.50 below top hourly rate
Next twelve (12) months:	\$0.75 below top hourly rate

The training period for a Mechanic or Bodyperson shall be a period of one (1) month. During this period, the rate shall be twenty-five (25) cents below the top hourly rate. Shift differential of thirty-five (35) cents per hour shall be paid to Maintenance employees on shifts beginning at 1:00 p.m. or thereafter.

An Apprenticeship Program will be instituted as of June 1st, 1981.

RATES OF PAY WILL BE:-

- 60% of the Journeyman's Rate for First Term
- 70% of the Journeyman's Rate for Second Term
- 80% of the Journeyman's Rate for Third Term
- 90% of the Journeyman's Rate for Fourth Term
- 90% of the Journeyman's Rate for Fifth Term
- 100% of the Journeyman's Rate on receipt of license

Ratio of Apprentices - One (1) Apprentice for every seven (7) Mechanics.

Under this program, all benefits shall apply, with the exception of Tool Allowance.

68. **WAGE RATES - TRANSFERRING EMPLOYEES:**

Where an employee transfers by job posting only from one Department of the Commission to another, the rate of pay effective the first (1st) day worked in the Department to which he transfers shall be:

- (a) Operators - Minimum hourly wage during initial training, then \$0.60 below the top hourly Operator's rate for a three (3) month period.
- (b) Servicepersons - \$0.60 below the top hourly rate for the classification during the first three (3) months in the new position.

Should an employee have less than one (1) year's service at the time of transfer, the Wage Schedule as contained in Article 67 - WAGE RATES - NEW EMPLOYEES shall apply exclusive of all Operator Initial Training time, until the completion of one (1) year's service.

The reduced rate of \$0.60 below the top hourly rate for the new classification shall apply for the first three (3) months an employee is in the new position excluding the positions of Coach Cleaner and Caretaker where the regular rate shall apply.

(c) Employees transferring from one department to another will have their rate adjusted by 60\_ per hour on the initial transfer only.

#### 69. **MECHANIC\_S AND BODYPERSON\_S TECHNICAL QUALITY (TQ) LICENSES**

Mechanic\_s and Bodyperson\_s Technical Qualification (TQ) Licensing renewal fees will be paid by the Commission.

#### 70. **SAFETY OF VEHICLE**

**The Commission complies with generally accepted industry practice and relevant legislative requirements under the Occupational Health and Safety Act. The Commission 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.**

**If they believe an unsafe condition exists, employees have the right to refuse unsafe work. No employee shall be discharged, penalized, or disciplined for refusing to work on a job or workplace which they believe to be unsafe. Employees should follow the instructions in Section 43 of the Occupational Safety Act, which is posted on all Health and Safety bulletin boards.**

#### 71. **ACCIDENT REVIEW COMMITTEE**

**All Employees covered by this Agreement will have the right to appeal any preventable accident deemed as such by the Accident Review Committee. The appeal must be filed within ten (10) working days of receiving written notice from the Accident Review Committee.**

**An appeal hearing shall be scheduled no later than thirty (30) days after the Employee has filed the appeal.**

**The Union agrees that the preventability of an accident is not grievable.**



## LETTER OF UNDERSTANDING

### *RE: CARETAKER POSITION*

The St. Catharines Transit Commission and the Amalgamated Transit Union, Local No. 846 agree to the following;

The Intent of the creation of the position of Caretaker was to have a job available to a Bus Operator in the event the Operator's license was downgraded due to medical reasons. Caretaker is a Bargaining Unit position.

The Intent of Article 7(g)(i) is to confirm that in the event that the Caretaker position becomes vacant, and should the Commission choose to post the vacancy for signing, only employees of the Transportation Department would be eligible to sign.

The Commission ensures that one position of Caretaker will be kept available for a Bus Operator with a downgraded license due to medical reasons.

In the event that the Caretaker position becomes vacant and there is no Bus Operator with a downgraded license, the Commission will offer the position to Bus Operators absent due to illness and have qualified for coverage provided through the Health and Welfare plan.

In the event that the Caretaker position becomes vacant and there is no Bus Operator available from the Health and Welfare plan, it will be next offered to Bus Operators absent due to an injury and have qualified for coverage provided through WSIB.

A functional job analysis will be completed and the incumbent must be able to medically demonstrate their ability to perform the position requirements.

In the event that no employees from the forementioned categories are available, the Commission will fill the duties of Caretaker from the Spareboard on an as-needed basis.

In the event that the Commission, at its sole discretion, chooses to post the Caretaker position for signing, in the case where the vacancy extends beyond 21 days and no Bus Operator is available from the forementioned categories, any Bus Operator may bid on the vacancy. All other terms and conditions of the Collective Agreement shall prevail.

The Commission will not contract out the work of Caretaker while this Letter of Understanding is in effect.

This Letter of Understanding will remain in effect for the life of the current Collective Agreement.

Dated: March 11th, 1997

## LETTER OF UNDERSTANDING

### *RE: REHABILITATION POSITIONS*

Union and Management agree on the benefit of placement for employees disabled from their regular position into gainful or essential jobs, compatible with their physical abilities and job skills. The program should be designed to facilitate employees to return to productive employment while assisting in their rehabilitation.

Any bargaining unit employee who is no longer capable of performing his full regular duties by reason of disability and whose disability is not of sufficient severity to qualify for a disability pension under the Commission's Pension Plan, may be placed in a suitable position in the bargaining unit, if such position is available or created by the Commission. This is without regard to the posting positions of the Collective Agreement and shall be paid their regular rate for the job.

Union and Management agree to form a committee to review placements made by the Commission. Thereafter, Union and Management will review the program annually.

Dated: October 18th, 1990

LETTER OF UNDERSTANDING

*RE: SERVICEPERSON 'B'*

The Maintenance Department may create one (1) Serviceperson "B" position as follows;

- (a) Without hourly guarantee and hours as scheduled by the Commission,
- (b) In event of a Bargaining Unit lay-off this position would be first to be laid-off,
- (c) This position will not be included in the Statutory Holiday Sign-up,
- (d) Benefits will include: (i) Weekly Indemnity; (ii) Major Medical; (iii) Dental; (iv) Visioncare; (v) OMERS as per law.
- (e) Overtime will be calculated as follows: After eight (8) hours/day; after forty (40) hours/week.

Dated: October 25th, 1990

LETTER OF UNDERSTANDING

*RE: PARAVAN OPERATORS*

The St. Catharines Transit Commission and the Amalgamated Transit Union, Local #846 agree to the following;

- \_ The intent of the creation of these two new positions is not to reduce any existing Paratransit jobs.
- \_ Full benefits shall apply.
- \_ Seniority shall be effective as of start date.
- \_ ParaVan Operator is required to carry and maintain a G class license.
- \_ The probationary period shall apply as per the Collective Agreement.
- \_ ParaVan Operators shall not carry persons in wheelchairs or scooters.
- \_ Persons who can fold up a wheelchair and put it in the van on their own will be classified as ambulatory.
- \_ 1 job Monday to Friday (40 - 42.5 hours per week).
- \_ 1 job Monday to Saturday (40 - 44 hours per week). This job will start Monday to Friday.
- \_ Transferring employees shall not be subjected to \$.60 reduction in wage rate coming into ParaVan position.
- \_ The grid system shall not apply for this position. It shall start when the Operator transfers into regular transit duties.
- \_ If a new ParaVan Operator transfers to regular transit operations or maintenance department (excluding mechanic or bodyperson) then the grid system shall commence.
- \_ Should an employee in grid system transfer to ParaVan Operator, then transfer back his grid system will go on hold when he transfers to ParaVan operations and when/if they transfer back then grid system shall start from where he first left.
- \_ If an employee transfers to ParaVan Operator and lets his license downgrade, he shall be responsible to upgrade to a B or C license with Z endorsement prior to transferring back.
- \_ These positions shall not be included in the transportation sign-ups.

Dated: November 8, 2000

## **LETTER OF UNDERSTANDING**

### **RE: Late Night Service**

**To provide late night service from downtown via Glenridge Avenue to Brock University, the St. Catharines Transit Commission and Local #846 of the Amalgamated Transit Union agree to the following:**

**The Union acknowledges and agrees it will remain the Commission's exclusive right to set the route and schedule and may alter or withdraw the service at anytime.**

**The work will be posted on a volunteer basis and assigned according to seniority with Spareboard Operators having the first right.**

**Should the volunteer posting not be filled, the work will then be assigned to the Spareboard as per the Collective Agreement**

**Article 13(d) of the Collective Agreement does not apply to this assignment**

**The Operators on the late night service will be paid at the overtime rate.**

**Volunteering for this service will have no effect on equalizing of overtime for Operators**

**This piece of work shall not be crewed up as part of a regular assignment**

**This Agreement is signed on behalf of both parties on January 15, 2003.**

## **LETTER OF UNDERSTANDING**

### **Re: Reduced Crews**

**The St. Catharines Transit Commission and the Amalgamated Transit Union agree to creating a separate Sign-up annually in December for Operators that signed assignments without guarantee and/or thirteen (13) hour spread for the September Sign-up.**

**The purpose of the Agreement is allow Operators that have signed for reduced crews in the September Sign-up to sign according to seniority for the reduced crews available during the two (2) week Christmas/New Years break when the hours of work have been reduced.**

**Both parties agree that this agreement is for the September Sign-up only.**

**Dated: November 28, 2003**

**LETTER OF UNDERSTANDING**

**Re: No Rotation of Maintenance Department Shifts**

**The St. Catharines Transit and the Amalgamated Union agree that for the life of this Collective Agreement there will be no rotation of shifts in the Maintenance Department.**

**IN WITNESS WHEREOF** each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives on this 1st day of January, 2004, A.D.

**FOR:**

**THE ST. CATHARINES TRANSIT COMMISSION**

<i>Mr. Rick Werner</i>	Chairman 2004
<i>Mr. Eric Gillespie</i>	General Manager
<i>Mr. Daryl Bell</i>	Manager of Transportation
<i>Mr. Sandy McAlpine</i>	Superintendent of Maintenance
<i>Mr. Graham Morrison</i>	Manager of Administration
<i>Mr. David Stuart</i>	Marketing & Customer Service Supervisor

**FOR:**

**LOCAL NO. 846, AMALGAMATED TRANSIT UNION**

<i>Mr. Alan Burrows</i>	President/Business Agent
<i>Mr. John McVey</i>	Vice President
<i>Ms. Gloria DeFields</i>	Recording Secretary
<i>Mr. Dave Finn</i>	Executive Member - Transportation



*Mr. Lee Wainwright*

Executive Member - Maintenance