

COLLECTIVE AGREEMENT

by and between

THE ST. JOHN'S TRANSPORTATION

COMMISSION

and

THE AMALGAMATED TRANSIT UNION

(Local 1462)

Date of signing: April 12, 2016

Expiry Date: May 31, 2019

TABLE OF CONTENTS

SCOPE AND RECOGNITION	1
SECTION 1 PROVISIONS OF AGREEMENT	
1.1 Purpose of Provisions.....	2
SECTION 2 CONDITIONS OF AGREEMENT	
2.1 Employee Representatives.....	2
2.2 Reinstatement of Employees' Representatives.....	2
2.3 Union Security.....	2
2.3.1 Security.....	2
2.3.2 Check-Off.....	3
2.4 Strikes and Lockouts.....	3
2.5 Contracting Out.....	3
2.6 Representation	3
2.7 New Classifications.....	4
2.8 Sale of Business	4
SECTION 3 RIGHTS OF PARTIES	
3.1 Management Rights.....	4
3.2 Union Rights.....	4
SECTION 4 GRIEVANCES	
4.1 Grievance Procedure.....	4
4.2 Arbitration.....	5
SECTION 5 CONDITIONS OF EMPLOYMENT	
5.1 Probation.....	6
5.2 Seniority.....	6
5.2.1 Seniority Accrual.....	6
5.2.2 Seniority Roster.....	6
5.2.3 Promotions, Transfers, Demotions	6
5.2.4 Temporary Assignment.....	7
5.2.5 Loss of Seniority.....	7
5.3 Lay-Offs/Recalls.....	7
5.4 Discipline and Discharge.....	7
5.4.1 Employer's Right to Discipline.....	7
5.4.2 Complaint Investigation and Handling	8
5.4.3 Employee's Personnel File.....	8
5.4.4 Loss of License.....	8
5.5 Vacancies.....	9
5.5.1 Notices.....	9
5.5.2 Filling Permanent Positions	9
5.5.3 Application Filing.....	9
5.5.4 Posting of Successful Applicant's Name	9
5.5.5 Casual Workers.....	9
5.6 Medical Examinations.....	9
5.6.1 Examination.....	9
5.6.2 Special Examination.....	9
5.6.3 Examination Failure.....	9
5.6.4 Re-Examination.....	10
5.7 No Discrimination.....	10
5.8 Training.....	10
5.9 Resignations.....	10

SECTION 6 PAY AND HOURS OF WORK	
6.1 Wage Rates.....	10
6.2 Working Hours.....	10
6.2.1 Shift Development.....	10
6.2.2 Charters.....	11
6.3 Pay Days.....	11
6.4 Premium Pay.....	11
6.4.1 Premium for Training.....	11
6.4.2 Lead Hand Premium.....	11
6.4.3 Accident Report Premium.....	11
6.4.4 Standby for Shape.....	11
6.4.5 Allowance in lieu of Coffee Breaks.....	12
6.5 Other Allowances.....	12
6.5.1 Employee Transportation.....	12
6.5.2 Public Service Vehicle Licenses	12
6.5.3 Tool Allowance.....	12
6.5.4 Certificates of Qualifications.....	13
6.5.5 Out of Town/Special Services.....	13
SECTION 7 VACATION WITH PAY	
7.1 Vacation Schedule.....	13
7.2 Conditions.....	13
SECTION 8 SICK LEAVE.....	
	14
SECTION 9 HOLIDAYS	
9.1 Paid Holidays.....	15
9.2 Statutory Holiday Pay	16
9.3 Floater Holiday - Temporary Employees	16
SECTION 10 OVERTIME AND CALL-BACK	
10.1 Overtime.....	16
10.2 Call-Back.....	17
SECTION 11 EMPLOYEE BENEFITS PLAN	
11.1 Group Insurance.....	17
11.2 Pension Plans.....	18
11.3 Retiring Allowance.....	19
11.4 Leave of Absence.....	19
11.4.1 Time Limits.....	19
11.4.2 Union Business.....	19
11.4.3 Bereavement.....	19
11.4.4 Funeral Attendance.....	19
11.4.5 Special Leave.....	20
11.4.6 Maternity Leave/Adoption Leave.....	20
11.4.7 Parental Leave.....	20
11.4.8 Paid Leave	20
SECTION 12 PROTECTIVE CLOTHING, UNIFORMS AND COMMISSION PROPERTY	
12.1 Clothing.....	20
12.2 Clothing - Operations.....	20
12.3 Clothing - Maintenance.....	21
12.4 Employer Property.....	21
SECTION 13 WORK SCHEDULES	

13.1 Check-In Time.....	22
13.2 Shift Break Time.....	22
13.3 Schedule Pick Time.....	22
13.4 Schedule Time Checks.....	22
13.5 Split Shifts.....	22
13.6 Shift Changes.....	22
SECTION 14 TOOLS AND EQUIPMENT	
14.1 Equipment Operation.....	23
14.2 Bulletin Board.....	23
SECTION 15 OCCUPATIONAL HEALTH AND SAFETY	
15.1 Occupational Health and Safety Committee.....	23
SECTION 16 LETTERS AND MEMORANDUMS OF UNDERSTANDING.....	23
LIFE OF THE AGREEMENT	24
SCHEDULE “A”	
A.) Salary Implementation Formula.....	25
B.) Hourly Wages Rates.....	26
SCHEDULE “B”	
Tool Allowance.....	27
SCHEDULE “C”	
Group Insurance Enhancements.....	28
Employee and Family Assistance Program.....	28
SCHEDULE “D”	
Apprentice Training Program.....	29
SCHEDULE “E”	
Memorandum of Understanding – Temporary Operators.....	33
Memorandum of Understanding - Statutory Holiday Pay.....	34
Memorandum of Understanding – Time off in Lieu of Overtime – Maintenance.....	35
Letter of Understanding – Time off in Lieu of Overtime/Mutual Agreement.....	36
Memorandum of Understanding – Pension Plan Surplus.....	37
Memorandum of Understanding – Filling Vacant Shifts – Operations	38
Letter of Understanding – Relocation to New Building	39

THIS AGREEMENT

Made at St. John's in the Province of Newfoundland this 12th day
Of April, Anno domini, 2016

BETWEEN

THE ST. JOHN'S TRANSPORTATION COMMISSION
(hereinafter referred to as "the Employer")
of the first part;

AND

THE AMALGAMATED TRANSIT UNION
(Local 1462)
(hereinafter referred to as "the Union")
of the second part;

Scope and Recognition

WHEREAS the employees covered by this Agreement are all members of the Union. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees, current and future, of the St. John's Transportation Commission save and except the General Manager, Management, Supervisory Staff and Office Personnel.

THIS AGREEMENT WITNESSETH that the parties hereto have mutually reached the provisions herein contained and agree as follows:

SECTION 1 PROVISIONS OF AGREEMENT

1.1 Purpose of Provisions

The general purpose of this Agreement is to maintain mutually satisfactory relations between the Employer and the Union in order to facilitate the provision of effective and efficient public transit services and to provide processes for prompt and equitable resolution of grievances and to maintain satisfactory working conditions, hours of work, and wages, benefits and pensions for all employees who are subject to the provisions of this Agreement.

It is recognized by this Agreement to be the duty of the Employer, the employees, and the Union to co-operate fully, individually and collectively, for the advancement of the above purpose.

For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa as the context may require.

SECTION 2 CONDITIONS OF AGREEMENT

2.1 Employee Representatives

For the purpose of discussion and conferring with respect to any matter which concerns the employer-employee relationship, duly authorized representatives of the Employer shall meet at any reasonable time with the officers of the Union who may be accompanied by technical advisors.

The Employer agrees that stewards shall not be hindered in any way in the performance of their duties while investigating disputes and presenting adjustments as it applies to the grievance procedure. The Union recognizes that each steward is employed full time by the Employer and that he will not leave his work during working hours except to perform his duties under the grievance procedure. Therefore, no steward shall leave his work without first obtaining the permission of his supervisor whose decision shall be given within an hour. This one hour time period may be extended in emergency situations.

It is also agreed that a Union-Management Committee shall be formed which shall meet once monthly at a date to be agreed upon and Committee members shall suffer no loss of pay for attendance at such meetings. Each party shall submit an agenda to the other party at least forty-eight (48) hours prior to the meeting.

2.2 Reinstatement of Employees' Representatives

Employees elected or appointed to an office or position within the Amalgamated Transit Union or to the Newfoundland Federation of Labour, Canadian Labour Congress or the St. John's District Labour Council, shall be granted a leave of absence without pay upon written application to the Manager of the Department for the period they are so acting. Upon their retirement from said office, they shall be given their former employment and seniority, provided they are qualified to fill said position at the time of their return. If the said employees are not qualified to perform their former duties, every effort will be made to find suitable employment with the present Employer.

For the purposes of pension and group insurance plan participation, the Employer agrees to pay its share of the pension contributions and group insurance premiums for the first twelve (12) months of leave, provided the employee continues to pay their portion of the pension contributions and group insurance premiums. After twelve (12) months, participation in the pension and group insurance plans will be maintained provided the employee pays both the employee's and the Employer's share of contributions/premiums. In the event that the coverage is discontinued due to limitations from plan carriers, benefits under this clause will cease.

2.3 Union Security

2.3.1 Security

Every employee in the bargaining unit shall be a member in good standing of the Union as a condition of employment. The Union will contact the Employer when the member or members are not in good standing as set out by the Constitution and General Laws of the Amalgamated Transit Union. No employee will lose his or her employment under this clause until fourteen (14) days written notice has been given by the Union to the Employer of the completion of the Union's internal procedures dealing with members not in good standing.

2.3.2 Check-Off

The Employer agrees, when authorized in writing by the Secretary-Treasurer, to deduct from the wages of each bargaining unit employee, union initiation fees, fines, dues, and assessments as laid down by the Constitution of the Amalgamated Transit Union and By-Laws of Local Union 1462. The Employer will submit to the Secretary-Treasurer a list of said deductions on a monthly basis but not later than one (1) week after the last pay period of each month.

After thirty (30) days, a new employee shall pay all initiation fees and prior dues to the Local, along with assessments that are in place.

The Employer will submit to the Secretary-Treasurer of the Union a complete list of all bargaining unit employees with the dues cheque, designating the amount deducted opposite the name of each employee.

The Employer will supply to the Union in February of every year a list of all bargaining unit employees showing their current names, employee numbers and the total amount of union dues collected for the previous year as well as the addresses and telephone numbers provided they are not unlisted. The Employer shall record on the T-4 slip of each employee, the actual amount of union dues deducted during the previous year.

In the event that an employee owes union dues in arrears, the Employer shall deduct arrears from the remaining funds from payouts after the Employer recovers any outstanding money owed. The Union agrees to save the Employer harmless against any and all liability which may arise by reason of the check off by the Employer of union dues, initiation fees, fines and assessments from employees' wages in accordance with the Agreement.

2.4 Strikes and Lockouts

There shall be no strikes or lockouts as defined by The Labour Relations Act of Newfoundland and Labrador during the life of this Agreement.

An employee covered by this Agreement shall not be required to perform the work of legally striking or locked out employees from any other Employer or to cross a legal picket line arising out of a legal strike or lockout. Failure of an employee to perform the work of a legally striking or locked out employee or to cross such a picket line shall not be grounds for disciplinary action.

2.5 Contracting Out

The Employer agrees not to contract out work presently being performed by members of the bargaining unit. This Article does not apply to cases of emergency, casual or standard warranty work, not normally performed by the bargaining unit and three (3) year extended warranty work.

The Employer shall notify the Union of any manufacturer's warranty or extended warranty on any new vehicles at the time of purchase. The length of the warranty will not exceed the manufacturer's standard warranty plus three (3) year extended warranty, after which, all work will be performed by bargaining unit employees.

2.6 Representation

The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit which conflicts with the terms and conditions of this Agreement. No employee or group of employees in the bargaining unit shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees of the bargaining unit an elected or appointed representative of the Union shall be spokesperson.

2.7 New Classifications

New positions created by the Employer, following the date of signing this agreement, shall automatically be included in the bargaining unit unless specifically excluded by the Scope and Recognition clause or by virtue of being covered by another bargaining unit as certified by the Labour Relations Board.

2.8 Sale of Business

In the event the Employer sells, leases, transfers or amalgamates its business with another municipality, the person or persons to whom the business has been moved will become the Successor Employer. The Successor Employer will be bound by the terms of this Collective Agreement. Further, the employees of the transit services shall continue to enjoy their full seniority in this new arrangement. The Employer agrees to give the Union notice in writing thirty (30) days prior to the sale of the business.

SECTION 3 RIGHTS OF PARTIES

3.1 Management Rights

The management, supervision, and control of the bus operations and direction of the working force shall remain an exclusive management function. Nothing in this Agreement shall be deemed to restrict or interfere with the right of the Employer to discharge any employee for just cause or legitimate reason.

3.2 Union Rights

The Employer shall advise the Union in advance of any important contemplated action with respect to working conditions which affect employees covered by this Agreement. The Employer agrees to provide at least thirty (30) days notice of its intention to close down any part of its operations that may result in a decrease in the number of personnel employed as may from time to time be essential. The Employer reserves the right to pay affected employees in lieu of notice.

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and obligations under it. For this reason, the Employer shall print and supply, at no cost to the Union, two hundred and fifty (250) copies of this Collective Agreement within ninety (90) days, to be supplied by a Union printer if available.

SECTION 4 GRIEVANCES

4.1 Grievance Procedure

Should any differences arise between the Employer and any of the employees from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner.

Saturdays, Sundays and holidays shall not be included in the calculation of time limits for the purpose of this Section. Replies to grievances stating reasons shall be in writing at all stages.

Presentation of Grievances

STEP 1

Any employee or employees having a grievance which they wish to take up with the Employer shall, within three (3) days of the origin of the grievance, approach their immediate supervisor, alone or accompanied by a Union representative, as the employee prefers, and state their grievance. A written response shall be provided within five (5) days of its receipt.

STEP 2

If no satisfactory settlement is reached at Step 1, the grievance shall be provided in writing and presented to the Manager of the department or his designated representative within five days of the end of Step 1. The Union Grievance Committee, which may be comprised of two Union representatives and the grievor, and the Employer Grievance Committee shall meet within ten (10) days of the receipt of the written grievance. A representative of the Employer Grievance Committee will reply in writing within five (5) days of the meeting.

STEP 3

If no satisfactory settlement is reached at Step 2, the Union, if it considers it a valid grievance, may submit the grievance to the General Manager within five (5) days. The parties including the General Manager, the grievor and the President/ Business Agent of the Union shall meet in an attempt to resolve the grievance. If no satisfactory settlement is reached within five (5) days of the meeting, the matter may be submitted to arbitration as provided herein.

Policy Grievance

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step Two (2) of the grievance procedure.

4.2 Arbitration

(a) Where a dispute has not been settled at any step of the grievance procedure and either party decides to submit that dispute to arbitration, that party shall, within ten (10) days of Step Three (3), notify the other party in writing of such decision.

(b) Unless either party disagrees, the dispute shall be determined by a sole arbitrator. In the event of any such disagreement, the dispute shall be determined by an Arbitration Board composed of three (3) persons.

(c) The party, to whom the notice referred to in Paragraph (a) is given, shall meet with the other party within five (5) days after it receives the notice. At such meeting or any agreed adjournment thereof, the method of arbitration shall be determined.

(d) **Arbitration Board:** If the dispute is to be determined by an Arbitration Board, then each party shall name one (1) nominee. The two (2) nominees shall, within ten (10) days of their appointment, concur in the appointment of an arbitrator, who shall be the Chairperson of the Arbitration Board. If the two nominees appointed by the parties fail to concur in the appointment of an arbitrator within this period of time, then either party may request the Minister of Human Resources, Labour and Employment of Newfoundland and Labrador to appoint an arbitrator. If one party has named an arbitrator and the other party fails to name an arbitrator within ten (10) days of receiving notice of the other party's nomination, then the first party may request the Minister of Human Resources, Labour and Employment to appoint an arbitrator on behalf of the other party. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board and shall be final and binding on both parties. If there is no majority decision, then the decision of the Chairperson shall be the decision of the Board.

(e) **Sole Arbitrator:** If the dispute is to be determined by a sole arbitrator, then the parties shall agree at such meeting or within ten (10) days thereof upon the person to be appointed as sole arbitrator. If the parties fail to agree within such period of time upon the person to be appointed as sole arbitrator, then either party may request the Minister of Human Resources, Labour and Employment of Newfoundland and Labrador to name the sole arbitrator.

(f) The Arbitrator or Arbitration Board shall have the power to determine its own procedure, and it shall give full opportunity to both parties to present all evidence which they may consider relevant. The Arbitrator or Arbitration Board shall have power to determine the issue in dispute, including a question of whether a matter is arbitrable, but shall have no power to amend or in any way modify the terms of this Agreement or to make a decision which conflicts with any clause of this Agreement.

(g) Each party who is required to name a nominee to the Arbitration Board shall pay the remuneration and expenses of its member to the Board and fifty percent (50%) of the remuneration and expenses of the Chairperson/Sole Arbitrator.

(h) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter, modify, or set aside penalties imposed as a result of disciplinary action and state the compensation due, if any, which is deemed to be equitable.

SECTION 5 CONDITIONS OF EMPLOYMENT

5.1 Probation

The probationary period for new employees shall be twelve hundred (1200) hours of cumulative service. Service shall mean actual hours worked inclusive of overtime.

If a probationary employee's performance is proving unsatisfactory, the employee may be terminated or have the probationary period extended by three hundred fifty (350) hours, at the discretion of the Employer, and the Union shall be notified.

Dismissal of a probationary employee shall be subject to the grievance procedure up to and including Step 3 of the grievance procedure. At no time shall a probationary employee be entitled to the mediation or arbitration procedure.

5.2 Seniority

5.2.1 Seniority Accrual

Seniority of all employees shall date from the time of their employment.

5.2.2 Seniority Roster

A seniority roster covering all Union employees shall be posted in a place accessible to all employees. The roster will show the employee's name, classification, date of hire and department date. Temporary employees will be added to the bottom of the seniority roster upon appointment.

The seniority roster shall be revised in January of each year and an objection period of thirty (30) days shall be provided following the new posting of the roster. All objections, on the revisions only, shall be filed with the Employer through the Union Executive.

5.2.3 Promotions, Transfers, Demotions

In cases of promotions, transfers, or demotions, seniority, qualifications and ability will be the governing factors.

The successful applicant shall be evaluated on a trial period of ninety (90) calendar days. The Employer shall confirm the employee's appointment after the period of ninety (90) calendar days. In the event that the employee is unable to perform the physical duties of the new job, or perform the essential functions of the new job, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

Employees who are transferred to other departments will become junior employees in said departments but will otherwise retain their seniority with the Employer for all other benefits.

If an employee who is covered by the terms of this Collective Agreement, on or after the effective date of this agreement, is permanently promoted or transferred to a job outside the bargaining unit, the employee shall retain his seniority in his former job classification for ninety (90) days provided the employee pays dues, fines and assessments to the Union during this ninety (90) day period. If the employee requests to return to his former classification before he has completed ninety (90) days in his new job, the employee will be credited with his seniority accrued prior to his transfer from the Union provided the employee paid his dues, fines and assessments to the Union. This opportunity will not be given more than once to any employee.

5.2.4 Temporary Assignment

Temporary assignment means the assignment of an employee to a position inside or outside the bargaining unit on a temporary basis during the absence of the regular employee; for a temporary vacancy; or for the purpose of performing short-term work. When an employee is temporarily assigned, his seniority shall continue in the former job until the employee returns to his regular job.

5.2.5 Loss of Seniority

Seniority shall not be lost, except for any one of the following reasons:

- (i) voluntary termination of employment by the employee;
- (ii) discharge for just cause not reversed by the grievance procedure or arbitration;
- (iii) failure to report absence from work for five (5) working days without reasonable cause, in the opinion of the Employer;
- (iv) after a layoff if the employee fails to return to work within five (5) working days after he has been notified by the Employer by registered mail or fails to advise the Employer within five (5) days of receipt of notice to return to work of his intention to return at a date which is satisfactory to the Employer. Due consideration will be given to cases where the employee, through reasons beyond his control, is unable to report on the date and at the time specified;
- (v) employees may be laid off for a period of twenty-four (24) months without losing their seniority, and while laid off, seniority will accumulate.
- (vi) employees not in good standing in accordance with Clause 2.3.1.

5.3 Lay-Offs/Recalls

In the event of a reduction in the number of permanent positions (excluding regular seasonal adjustments) an employee who is to be laid-off will be entitled to bump a less senior employee with the least seniority in another classification, provided the employee is qualified and able to perform the duties of the position.

An employee who bumps into a position will be required to remain in that position for a period of one (1) year. Upon the first anniversary of the employee bumping into the position, that employee will be given an opportunity to return to his former position, if available, with no loss of seniority. If a permanent position in the employee's former classification becomes available prior to the end of one (1) year, the employee may return to that position by giving two (2) weeks notice to Human Resources.

An employee must exercise his right to bump within seven (7) days of receiving his notice of lay-off. An employee who is bumped in accordance with this procedure shall be deemed to have been given notice of lay-off with effect from the date that the employee who bumped him was given notice.

If a lay-off occurs in a department, company seniority will be used for lay-off purposes only. Employees with the least amount of seniority in the company shall be laid-off first. Where it is necessary to recall employees following lay-off, employees shall be recalled in the reverse order in which they were laid-off, provided they have the necessary qualifications to perform the work required and have not exercised their right to bump.

A laid-off employee is responsible for advising the appropriate supervisor of any change in address or telephone number. Failure to do so shall result in an employee losing their right to be recalled following a lay-off.

5.4 Discipline and Discharge

5.4.1 Employer's Right to Discipline

The Union agrees that it will not in any way interfere with the right of the Employer to discipline or discharge employees for just cause, provided however, employees who consider themselves unjustly treated in this regard shall have the right to file a grievance in conformity with Section 4 of this Agreement. In cases of dismissal, grievances shall automatically be referred to Step 3 of the grievance procedure. The Employer agrees that when an employee is dismissed, all benefits will continue up to and including Step 3 of the grievance procedure.

When an employee is requested to meet with management personnel for any matter which involves discipline, beginning at the verbal reprimand stage, management shall so advise the employee and shall arrange to have a representative of the Union Executive attend the meeting. Waiver forms shall be supplied by the Union and must be properly signed by employees who wish to decline Union representation.

For the purpose of this clause, the initial investigation of a customer complaint shall not be considered disciplinary and shall not require Union representation.

5.4.2 Complaint Investigation and Handling

The following procedure shall be followed regarding the investigation and handling of complaints from the public about an employee or employees:

- (a) A complaint means a complaint received by the Employer from a member of the public regarding an employee.
- (b) If a complaint is to be considered for disciplinary action, a signed statement must be received from the complainant by the Employer within sixty (60) days of the incident.
- (c) Nothing herein will prevent the Employer from interviewing employees concerning verbal complaints. Verbal complaints must be followed by a written complaint to result in disciplinary action, however, the Employer reserves the right to discipline in the case of an accumulation of verbal complaints of a similar nature. Such record may be kept for up to twenty-four (24) months of the incident.

5.4.3 Employee's Personnel File

It shall be the duty of employees to notify the Employer promptly of any change of their address. If an employee should fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

A copy of any document placed in an employee's personnel file, which might be used in assessment of any disciplinary action shall be provided to the employee who shall acknowledge receipt by signing the file copy. By signing the file copy, the employee does not necessarily agree with the contents of the document.

Any record of disciplinary action in any employee's file shall be removed after the expiration of twenty-four (24) months from the date of incident, provided that there has not been a recurrence of a similar incident during that period. The following shall be included in the twenty-four (24) month period: absences of fifteen (15) consecutive working days or less, leave for jury duty, maternity/adoption leave, annual vacation leave, and Union business of sixty (60) consecutive working days or less.

Employees shall, at any reasonable time, be allowed to inspect their own personnel file and may be accompanied by a representative of the Union, if they so desire.

5.4.4 Loss of License

It is the responsibility of employees to inform the Employer of any suspension or loss of a class of license required for their position. Employees who lose their license will be laid off for the length of time for which their license has been suspended. Should the suspension exceed eighteen (18) months, the employee will be terminated.

Employees who lose their license for a second time shall be terminated.

5.5 Vacancies

5.5.1 Notices

Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer will post notice in the operator's room and in the garage. The bulletin shall contain: a description of the position; route or shift, if applicable; required qualifications; and rate of pay. Such postings shall be supplied to the Union. No position will be filled from outside the bargaining unit until present employees have been interviewed.

5.5.2 Filling Permanent Positions

Subject to Section 5.2.3, all vacancies arising from leaves of absences of permanent employees, terminations, or increased workloads will be offered to the most senior temporary employee within the respective department and classification provided that it had previously been established that the employee is qualified. If it is determined that the most senior temporary employee is not qualified or refuses the position, the procedure will be repeated for those remaining on the seniority list for that department and classification.

Following an exhaustion of the seniority list in the department and classification, the vacancy will be posted.

5.5.3 Application Filing

Employees wishing to apply for a vacancy or a new job shall file their application with Human Resources within seven (7) days from the date of posting.

5.5.4 Posting of Successful Applicant's Name

On appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, and terminations of employment within the bargaining unit.

5.5.5 Casual Workers

Casual workers hired for temporary employment, such as painting and working around the Employer's property, shall be students, and shall be compensated at the minimum wage plus \$0.50 per hour. Such workers, while being subject to Union dues, shall not be entitled to all other rights under the Collective Agreement.

5.6 Medical Examinations

5.6.1 Examination

Employees, whose positions require a Class 2 license, and who need a medical examination for the purpose of license renewal will be examined by a physician of their choice. The arranging for such examination will be the responsibility of the employee. The cost of the examination will be paid by the Employer.

During any examination, failure to disclose to a physician that the employee has been diagnosed and/or is being treated by another physician for an ailment or condition that may affect an employee's ability to safely perform his duties may result in dismissal.

5.6.2 Special Examination

Where circumstances warrant, and after consultation between the Departmental Manager or his designate and the President/Business Agent of the Union or his designate, an employee may be requested to be examined by a physician chosen by the Employer. The employee shall provide a medical report to the Employer from that physician as to the employee's condition.

5.6.3 Examination Failure

An employee failing to be certified by a physician as being medically fit to safely perform the required duties of his job may be disqualified from future service.

5.6.4 Re-Examination

If an employee is deemed to be unable to perform the duties of their position by a physician, they have the right to be re-examined. The cost of the re-examination will be the responsibility of the employee.

The employee must, however, prior to the examination advise the second physician that they have been declared unable to perform the duties of their position by the first physician.

If the employee is deemed fit by the second physician to resume the normal duties, the employee may appeal the decision of the first physician. The appeal shall be made to the Employer in writing with written proof of the employee's fitness.

Written proof of the employee's fitness will be submitted to the first physician, and if the physician so advises, a medical consultant or specialist shall be called in. The decision of such consultant or specialist will be binding to both parties.

The cost of the consultant or specialist will be paid by the employee if they are deemed medically unfit to return to work. If the employee is deemed to be medically fit to return to work, the cost incurred will be paid by the Employer.

If, for any reason, the employee is proven unfit to perform normal duties, every effort shall be made to place the employee in suitable employment, in any department, before they are released.

5.7 No Discrimination

There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, marital status, place of residence, physical handicap, nor by reason of his membership or activity in the Union, nor for any reason prohibited by the human rights legislation.

5.8 Training

For the repair and service of buses beyond the standard and extended warranty period, training will be provided to Mechanics, as deemed necessary by the Employer. All costs to be paid by the Employer.

5.9 Resignations

All resignations shall be submitted to the Employer in writing.

SECTION 6 PAY AND HOURS OF WORK

6.1 Wage Rates

The wage rates that shall prevail during the life of this Agreement are those set forth in the schedule attached hereto, and any changes made or contemplated by the Employer will be subject to mutual agreement, or must otherwise be considered a breach of contract and will be handled as such.

6.2 Working Hours

Forty (40) hours shall constitute a work week for all employees.

6.2.1 Shift Development

Representatives of the Employer and the Union shall meet at least thirty (30) calendar days prior to the implementation of any new work schedule in the Operations Department.

Efficiency of operations will be the main focus of any shift development. Wherever possible, hours for grouping shifts shall be made up on the premise of the following: that the hours of work shall be days with days and evenings with evenings. All shifts shall be completed within twelve (12) hours and thirty-one (31) minutes of their daily starting time. There may be certain exceptions in order to complete a shift containing forty (40) hours. At no time will the shifts be rotated and all shifts shall be picked in seniority order.

A shift shall contain not less than thirty-seven (37) hours and not exceed forty-two (42) hours per week, which will be paid at straight time. Any shift that exceeds forty-two (42) hours will have the time beyond the forty-two (42) hours paid at one and one half (1 1/2) times the regular rate. All shifts shall be assigned two (2) consecutive days off per week.

The foregoing shall not prohibit the Employer to manage its operations.

6.2.2 Charters

Subject to availability, charters of 12 hours and 31 minutes or less will not be split, where one operator can cover the full piece of work.

6.3 Pay Days

Employees shall be paid not later than 1 p.m. on every Thursday for the week ending the previous Sunday. Upon special request, vacation pay shall be paid in advance to an employee at the time their vacation begins.

6.4 Premium Pay

6.4.1 Premium for Training

Operators engaged in training of new operators shall be entitled to a premium of forty-five (45) cents per hour over and above the regular and overtime rate. Operators who have completed the Driver Instructor Course shall receive two (2) dollars per hour over and above the regular and overtime rate while engaged in training new operators.

6.4.2 Lead Hand Premium

Lead Hand positions shall have the following conditions:

- The most senior Mechanic may be Lead Hand, on any shift that requires a Lead Hand. Upon refusal by the most senior Mechanic, the Lead Hand position shall then be filled according to seniority.
- An employee filling in as Lead Hand shall not have his weekly work hours reduced.
- Employees, who are acting in the Lead Hand position, shall receive seventy-five (75) cents per hour over and above the regular and overtime rates while acting as Lead Hand.

6.4.3 Accident/Incident Report Premium

In the event of an accident or incident, employees must make a verbal report immediately to the supervisor and complete a written report within 24 hours of the accident. For incidents and preventable accidents the Employer may use its discretion for payment of thirty (30) minutes pay for completing such report. If the employee is requested to go to the police station the Employer will pay ninety (90) minutes pay. The above premium will only be paid if it is before or after the employee's shift and the report is received within the 24-hour period. Eligible employees will receive payment on the next pay period following the conclusion of the investigation.

6.4.4 Standby for Shape

Operators working the shape shift will be credited standby time equal to half pay up to 4:00 p.m. daily, unless otherwise released or assigned by the Supervisor.

6.4.5 Allowance in lieu of Coffee Breaks

The Employer agrees to pay yearly (January 1 to December 31) to Operators a four hundred forty five dollar (\$445.00) allowance in lieu of scheduled coffee breaks.

This allowance shall be paid by the last pay period in November of each year. To qualify for such allowance, operators must work their regular or assigned shift, and be actively employed as of the payment date of the allowance. Operators working less than a full year shall have the coffee break allowance prorated based on the hours actually worked.

Rest periods referred to in Section 24(1) of the Labour Standards Act are hereby waived as employees are paid a lump sum in lieu of coffee breaks.

6.5 Other Allowances

6.5.1 Employee Transportation

All employees shall be granted non-transferable passes during the month following the first full month of service for free transportation over the routes of the Employer.

Employees at all times shall surrender their seats to non-employees. An employee shall surrender their pass on termination of their employment with the Employer, excluding retirement.

The Employer agrees to supply passes to its retirees and their spouses as well as to employees' spouses and employees' unmarried dependent children up to the age of twenty-one (21) years (twenty-five (25) years if in full-time attendance at a post secondary institute as approved by the Employer) for free transportation on its buses. A replacement pass will be issued only if the damaged pass is turned in to the Employer.

Any member of the Amalgamated Transit Union upon presentation of their Union card will be permitted to ride, free of charge, on buses operated by the Employer.

6.5.2 Public Service Vehicle Licenses

The Employer agrees to pay the incremental cost of acquiring the public service vehicle license between a class 5 and a class 2 for all permanently employed bus operators. All other bus operators will be reimbursed the cost of the required licenses when they become permanent.

6.5.3 Tool Allowance

All mechanics, autobody technicians and apprentices shall be required to have their own tool- box with suitable lock. All mechanics, autobody technicians, apprentices and utility electrical shall maintain a full and complete set of tools in accordance with the established tool list as outlined in Schedule "B" in order to receive a tool allowance. The Employer may add tools to the tool list from time to time. Where tools added to the list exceed 20% of the tool allowance in any given year, the excess above 20% will be carried forward and applied to the subsequent years' 20% cap until the cost is fully amortized. For the purposes of determining the standard cost of tools, pricing shall be based upon the Grey or Craftsman brand.

The Employer agrees to pay all mechanics, autobody technicians, apprentices and utility electrical a tool allowance of four hundred forty five dollars (\$445.00) per year.

This allowance shall be paid by the last pay period in November of each year. To qualify for such allowance, mechanics, autobody technicians, apprentices and utility electrical must be actively employed as of the payment date of the allowance. The tool allowance will be prorated for mechanics, autobody technicians, apprentices and utility electrical employed for less than the full calendar year based on the hours actually worked.

6.5.4 Certificates of Qualifications

The Employer agrees to pay for all certificates of qualification required for work with the Employer for all employees in the Mechanic (1st Class), Autobody Technician, and Utility Electrical classifications, as required by the Ministry of The Province of Newfoundland and Labrador.

6.5.5 Out of Town/Special Services

Following each period of six (6) continuous hours for charters or shuttles, the Employer agrees to reimburse employees for meals upon submission of receipts up to a maximum of fifteen (15) dollars per meal.

The Employer will arrange transportation for relief operators on lengthy charters/shuttles, to their point of take over.

SECTION 7 VACATION WITH PAY

7.1 Vacation Schedule

Every employee shall receive an annual vacation with pay in accordance with their cumulative years of service in accordance with the following schedule:

- (a) After completing one (1) year of service, 2 weeks
- (b) After completing two (2) years of service, 3 weeks
- (c) After completing eight (8) years of service, 4 weeks
- (d) After completing fifteen (15) years of service, 5 weeks
- (e) After completing twenty-two (22) years of service, 6 weeks

Vacation pay is to be the equivalent of the average weekly rate as outlined in the schedule appended to this Agreement.

Temporary Employees

In the case of temporary employees, all weeks in which they work a minimum of thirty (30) regular hours will be counted toward the cumulative years of service for vacation entitlement.

Once a temporary employee accumulates the required service to entitle them to annual vacation, their vacation pay will be pro-rated in accordance with their hours of work in the qualifying weeks. At the time vacation is taken, the amount of vacation pay entitlement shall be adjusted by the amount previously paid out to the employee.

7.2 Conditions

Vacation shall be selected according to company seniority and shall commence in each case from the first day of the pay week. Upon request, employees will be permitted to take one (1) week of vacation one day at a time to a maximum of forty (40) hours. Subject to operational requirements, every effort shall be made to grant employees vacation at the time requested by the employee.

The vacation sign-up shall be posted no later than January 31st and shall be completed by February 28th for all departments. All employees shall complete their pick on their scheduled time and day. Employees failing to select their vacation at their scheduled time will be bypassed. Such employees shall not be permitted to subsequently displace other employees who have already selected vacation. Vacation selection may be left with a Union representative.

In the event that any of the holidays listed in Section 9 of this Agreement occur during the vacation period of any employee, the Employer agrees to pay such employee straight time in lieu of any such extra day or days.

Not less than twenty-five percent (25%) of Transit Operators shall be permitted to go on vacation at one time during the period that the summer schedule is in effect.

Not less than one-third (1/3) of Truck & Transport/Heavy Equipment Mechanics (including Apprentices on the Mechanics' shift pick, Tire Technician and Service Technician), one (1) Bodyman, one (1) Utility Maintenance (including Utility Electrical), and one (1) Utility Wash shall be permitted to go on vacation at any one time during the period that the summer schedule is in effect. The Tire Technician may be permitted to overlap up to two (2) weeks vacation with Truck & Transport/Heavy Equipment Mechanics at the Employer's discretion.

One (1) day-shift Mechanic and one (1) evening-shift Mechanic (including Apprentices on the Mechanics' shift pick, Tire Technician and Service Technician), and one (1) Bodyman, one (1) Utility Maintenance (including Utility Electrical) and one (1) Utility Wash worker will be permitted to take full week vacation, or single day vacation or floater day, on weekday shifts during the off-peak vacation period provided requests are submitted at least fourteen (14) days prior to the date of leave. Requests received less than fourteen days prior to the date of leave will be approved subject to operational requirements. One (1) additional Mechanic will be granted single day vacation or a floater day within fourteen (14) days of the date of leave subject to operational requirements. The Employer may use clause 13.6 of the Collective Agreement in order to accommodate requests for leave in the Maintenance Department.

Subject to operational requirements, on evening shifts where three (3) or more mechanics are working, a tire technician or service technician and one (1) mechanic may be granted a single day vacation or floater day upon request.

During the period that the summer schedule is in effect, two employees in the classification of Utility Maintenance (including Utility Electrical) will be permitted to overlap vacation to a maximum of four (4) weeks, provided there is a minimum of four (4) workers in the Utility Maintenance/Electrical classifications.

If an employee is off sick or on compensation leave, upon return to work such employee shall be entitled to receive vacation as provided in Section 7.1. This vacation will be limited to the one (1) year amount and does not accrue beyond the one (1) year.

SECTION 8 SICK LEAVE

On completion of the probationary period, all employees covered by this Agreement shall be credited with one (1) day of sick leave for each month of the probationary period, and one (1) day of sick leave for each month worked thereafter, to accumulate up to thirty (30) days. After the accumulation of thirty (30) days sick leave or upon retirement from the Employer, the unused days shall be paid for at the full-time rate. At the option of the employee, a maximum of one hundred (100) days may be accumulated. In such cases, the maximum that may be paid out in any year prior to retirement shall not exceed the net sick leave accrued during the year. Employees who quit, are discharged, or are laid-off due to staff reduction shall receive full payment for accumulated sick leave.

Effective September 1, 1991 employees who have no sick leave absences in the six (6) month period September 1 to February 28/29 will accumulate one (1) additional sick leave day.

Employees that have no sick leave absence during the second six month period beginning March 1 and ending August 31 will accumulate one additional sick leave day. Employees who have no lost time due to sickness during the twelve (12) month period September 1 to August 31 will accumulate an additional sick leave day. The maximum accumulation during the twelve (12) month period will be fifteen (15) days for employees with no lost time for sickness. Employees must actually work these periods to be eligible for this incentive; however, one (1) incident to a maximum of twelve (12) hours of unpaid leave may be taken per year without affecting an employee's eligibility for the incentive. The only other exception will be bereavement leave as per Section 11.3.3.

At the end of each year, a list shall be posted showing the used leave and credit record of sick leave of each employee.

Pay cheques for sick leave and/or retroactive pay will be prepared separately from regular weekly pay cheques.

Employees covered by this Agreement reporting sick will be paid for their sick days off as long as their accumulated sick leave lasts, and on providing the Manager with a certificate from a medical practitioner. Sick leave shall be deducted on a daily basis.

Employees will make every effort to schedule medical appointments outside of regular working hours. In cases where appointments must be scheduled during working hours, employees shall submit an "Application for Leave" form to the immediate supervisor the day before the scheduled appointment date. Such requests for sick leave will be subject to a minimum of two (2) hours per request for Transit Operators.

Sick leave will be paid without a medical certificate for a period of two (2) full working days. To qualify for the above, employees must report at least two (2) hours prior to their reporting time. For the purpose of this clause, a sick day constitutes a full working day and only full working days will be considered. To receive sick leave pay for a portion of a full working day or for a medical appointment, an employee shall be required to present a medical certificate. Notwithstanding this clause, proof of illness will be required to qualify for holiday pay under Section 9 of this Agreement.

Transit Operators returning from sick leave must notify Dispatch no later than 7:00 p.m. on the previous day.

SECTION 9 HOLIDAYS

9.1 Paid Holidays

The following statutory holidays shall be holidays with pay for all employees covered by this Agreement:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Commonwealth Day	Christmas Day
Memorial Day	Boxing Day
Discovery Day	Two (2) Floating Holidays

and any statutory holidays declared by the Government of Newfoundland and Labrador and/or the St. John's Municipal Council.

For Transit Operators all statutory holiday picks will be allocated on a seniority basis in accordance with the statutory holiday sign-up sheet.

Floating Holidays:

- The floater holiday shall be taken at a mutually agreeable time to the Employer and employee.
- Employees hired on a full-time basis and with six (6) months of service will be eligible for only one floater in the year of hire. New employees with less than six (6) months of service in the year of hire will not be eligible for any floaters in that year.
- There will be no carry forward of floater holidays from year to year.
- Employees may choose to receive eight (8) hours of regular pay in lieu of the floater holiday.

9.2 Statutory Holiday Pay

All holidays shall be observed on the day declared for their observance by the appropriate authority.

Employees shall be paid eight (8) hours at straight time for all holidays not worked. In addition to the holiday pay, employees required to work will be paid one and one-half times (1 1/2) their regular rate for all hours worked. To be eligible for such holiday pay, employees must work their scheduled day's work on the day before and the day after such holiday, excluding floater holidays.

Notwithstanding the previous conditions, an employee will not lose holiday pay under any of the following conditions:

- official state of emergency declared by the City of St. John's
- reporting late for work up to one and one-half (1 1/2) hours

- family bereavement as defined in Section 11.3.3
- compensable accident and/or admittance to hospital
- a certificate from a medical practitioner that is satisfactory

9.3 Floater Holiday - Temporary Employees

All temporary employees are entitled to two (2) floater holidays per calendar year, provided they meet the following conditions:

- Temporary employees must work a minimum of thirty (30) regular hours per week for thirty-nine (39) cumulative weeks in the previous calendar year.
- The floater holiday shall be taken at a mutually agreeable time to the Employer and employee.
- There will be no carry forward of floater holiday from year to year.
- Temporary employees recalled to cover for floater holidays shall be paid at straight time for hours worked only, provided the accumulated hours worked for that week does not exceed forty (40) hours.
- Employees may choose to receive eight (8) hours of regular pay in lieu of the floater holiday.

SECTION 10 OVERTIME AND CALL-BACK

10.1 Overtime

Employees shall be compensated at time and one-half (1 1/2) for all time worked in excess of the work week as defined in Clause 6.2.

Employees who choose to work on their scheduled off days shall be paid an overtime premium of one and one-half (1 1/2) times their regular rate as outlined in Schedule "A", exclusive of any other premiums. Employees who are off on vacation, full day of banked time, or floater holiday shall not be permitted to work any overtime on that day. Employees who are off on approved leave for less than a full shift shall not be permitted to work overtime during the hours of the approved leave.

When an operator works an overshift of fifteen (15) minutes or greater, he will be paid at one and one-half (1 1/2) times their regular rate as outlined in Schedule "A", effective from the first minute onward. When an operator works an overshift of less than fifteen minutes, the time will be recorded and if at the end of the pay week, an employee's total straight time hours worked during the week is greater than forty (40) hours, the employee will be paid at one and one-half (1 1/2) times their regular rate as outlined in Schedule "A" for all time worked above forty (40) hours.

Temporary Transit Operators may be assigned work to a maximum of forty-two (42) hours per week prior to the overtime list being used. Temporary Transit Operators will be paid overtime for hours exceeding forty (40) hours in a week. Temporary Operators without an assigned shift will be permitted to sign the overtime book once they have worked 40 hours in a week.

Upon request, employees shall be granted time off in lieu of compensation at the overtime rate. Time accumulated can be taken by the employee prior to the end of the calendar year in which it was earned. Subject to operational requirements, every reasonable effort shall be made to grant such time off at the time requested by the employee. Such requests for time off in lieu of overtime will be subject to a minimum of two (2) hours per request, and will be administered in accordance with the Letter of Understanding regarding mutual agreements dated April 12, 2016, in "Schedule D" of this agreement. If such time off is not taken prior to year end, employees shall receive pay in lieu of time off at the end of the year but may request to carryover a maximum of forty (40) straight time hours of banked time to the following year.

In the event that an employee disputes the assignment of overtime, a member of the Union Executive can review the documents related to the overtime assignment with the departmental manager within two (2) days of the incident.

Operations

Overtime shall be equally distributed, to all eligible employees on the one (1) month overtime book in the order of the following criteria:

(i) Employees signing the overtime book for their regular days off must be available for the full day. If unavailable for the full day, these employees will be moved to the bottom of the overtime list.

(ii) overtime hours credited (worked and refused), and

(iii) seniority

In the case of two eligible employees with equal overtime hours credited, seniority will determine the employee chosen. Should the overtime book be exhausted, the overtime will be offered based on seniority. If the overtime still cannot be covered, it will be assigned on a reverse seniority basis and a junior employee will be required to work the overtime.

Maintenance

In the Maintenance Department, overtime hours and statutory holiday work shall be equally distributed, to all eligible employees on a three-month rotating overtime list in the order of the following criteria:

i.) Overtime hours credited (worked and refused) and

ii.) Seniority.

Subject to the approval of the Employer, an employee may accept a portion of the overtime work with the balance of the overtime to be offered to the next employee on the overtime list.

In the case of two (2) eligible employees with equal overtime hours credited, seniority will determine the employee chosen.

If the overtime still cannot be covered, it will be assigned on a reverse seniority basis and a junior employee will be required to work the overtime.

When a Mechanic is requested to work overtime for a charter and the charter is cancelled within two (2) hours of the scheduled start time, the employee will be paid two (2) hours at the overtime rate.

10.2 Call-Back

Employees who are called back to work after they have left their place of work shall be paid for a minimum of two (2) hours at the applicable overtime rate.

SECTION 11 EMPLOYEE BENEFITS PLAN

11.1 Group Insurance

The Employer agrees to administer a Group Life and Health Insurance Plan for all employees covered by this agreement. The terms and benefits of the Plan shall be those in effect at the date of signing of this agreement, except where amendments are required by law and/or as agreed upon by a majority of the Joint Benefits Committee. The Employer shall supply to the Union, a copy of the Group Life and Health Insurance Plan contract, complete with any and all appendix additions whenever they occur. If the employer elects to change carriers, the benefits contained in this agreement shall remain in effect.

For employees hired prior to November 1, 2010, any increases in Health premiums required on or after December 1, 2005 as a result of claims experience and/or financial experience under the Health Plan or as a result of future benefit modifications to the Plan will be shared equally by the Employer and the employees covered by this agreement. For employees hired on or after November 1, 2010, the Employer will pay 50% of the premiums for the Group Insurance Plan and the employee will pay 50%.

Prior to implementing any premium increases for employees covered by this agreement, the Employer shall arrange a meeting of the Joint Benefits Committee with the group insurance carrier or consultant to investigate cost control measures.

The parties agree to the formation of a Joint Benefits Committee which will be constituted of equal representation by management and the Union. The mandate of the Benefits Committee will be to make recommendations for changes to the employee Health Plan for the purpose of controlling costs.

Any employee who retires will be entitled to continued coverage for prescription drugs exclusively with such coverage provided only in respect of the employee and the employee's spouse up until the retiree turns age 75. After age 75, the prescription drug plan is subject to an annual benefit maximum of \$10,000 per insured participant. For retirees who retired after July 1, 1995, any increases in health premium after December 1, 2005, are cost-shared equally between the Employer and retiree. For retirees who retired before July 1, 1995, the Employer will pay 100% of the health premium. Deferred pensioners are not entitled to any benefits provided under this agreement. For employees who were hired on or after November 1, 2010, upon retirement, the Employer will pay 50% of the premiums for the Group Insurance Plan and the employee will pay 50%.

The Employer agrees to administer a group dental plan for employees covered by this agreement and retirees who retired after July 5, 2005. The cost of dental plan premiums shall be equally shared by the Employer and employees/retirees (50/50 cost-shared).

11.2 Pension Plans

Defined Benefit Pension Plan Members:

For all pensionable service, pensions will accrue at 2% of final average earnings. Pensions in pay will be increased annually by 1.25% with the first adjustment to pensions in pay at date of signing occurring on January 1, 2002. Initial adjustments to pensions in pay for less than one full year will be prorated.

Each eligible employee will contribute as follows to the Pension Plan:

50% of the current service cost of the pension plan to a maximum of 9% of regular earnings inclusive of one-half of the cost associated with indexing (as determined at each actuarial valuation). This contribution is in addition to the employee required contribution to the Canada Pension Plan. The employee required contribution contributes to the funding of all benefits provided under the Pension Plan, including an unreduced early retirement benefit payable upon both attainment of age fifty-five (55) and completion of twenty-five (25) years of pensionable service. The Employer shall be required to contribute to the Pension Plan an amount which, in the opinion of the Plan Actuary, is sufficient to fund all benefits required to be paid under the terms of the Plan, after taking into account participant contributions.

Effective January 1, 2002, all Pension benefits will be vested and locked-in after two years of service. That means that an employee who, on the date of termination or retirement, has at least two years of pensionable service is fully vested and locked-in. Attached to, and forming part of this collective agreement is a Memorandum of Understanding entitled Defined Benefit Pension Guarantee and Appendix A.

Defined Contribution Pension Plan Members:

After completing the eligibility period, all employees hired on or after May 1, 2016 will be entered into Defined Contribution plan with required contribution levels of:

- 6 % of regular earnings contributed by the employee with matching 6% employer contribution during first three (3) years of pensionable service in the plan.
- 7% of regular earnings contributed by the employee with matching 7% employer contribution after completion of three (3) years of pensionable service in the plan.

Employees are permitted to make additional voluntary contributions to a maximum total contribution of 9%.

Pension Review Panel:

The Employer agrees that the Pension Valuation report will be released to the members of the Pension Review Panel upon its completion. The Pension Review Panel will consist of equal representation of both parties to this agreement. Such panel shall meet with the Fund Manager or Pension Consultant bi-annually to review investment performance and make recommendations with respect to plan design. Pension education, such as seminars and conferences, will be provided to Pension Review Panel members as deemed appropriate.

It is agreed that participation in the Defined Contribution Pension Plan shall be a condition of employment for all new employees after satisfaction of eligibility requirements under the Plan.

Any dispute as to the age of the employee, the Employer or Union may request a Provincial Government birth certificate.

11.3 Retiring Allowance

Any employee who has completed at least ten (10) years of service shall be paid a retiring allowance equal to one (1) day for each year of service upon retirement.

11.4 Leave of Absence

11.4.1 Time Limits

A reasonable leave of absence may be granted to any employee by the Employer, but it is understood that at no time will a leave of absence be for longer than eighteen (18) months, at no time shall an employee seek employment elsewhere. In cases of sickness or other extenuating circumstances, a leave of absence shall not exceed three (3) years.

11.4.2 Union Business

Union Management and Grievance Committee members who request a leave of absence for the work of such Committees shall suffer no loss of pay while engaged in such work.

Subject to operational requirements, leave of absence with pay shall be granted on request to employees who are elected or appointed to represent the Union. Leave of absence with pay under this clause shall be restricted to a total of six hundred (600) hours effective January 1, 2007 and each subsequent year. No more than three (3) employees shall be granted such leave at any one time.

With the approval of the manager of his department or his designated representative, time off with pay may be allowed for the President/Business Agent of the Union or his designated representative to meet with new employees on orientation.

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Employer up to conciliation, they shall suffer no loss of pay.

11.4.3 Bereavement

An employee shall be granted leave of absence with pay for three (3) days following the death of a brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent or grandchild of such employee. Five (5) days leave of absence shall be granted following the death of a spouse, son, daughter or parent. If any of the foregoing days should fall on a regular day off, holiday or vacation, then the employee shall be granted the next regular work day or days off.

One day's leave of absence shall be granted with pay to an employee on the death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew or the employee's sister-in-law or brother-in-law's spouse. The one day's leave of absence shall be the day of the funeral of the deceased and must be used to actually attend such funeral or memorial service.

11.4.4 Funeral Attendance

Subject to operational requirements, the Employer recognizes that upon the death of a fellow employee or relative of a fellow employee, the Union shall have representatives attend the funeral. The Employer will provide two (2) hours off, without loss of pay, to representatives attending the funeral in accordance with the following criteria:

1. Fellow employee – the Union Executive
 2. Employee’s Spouse, Child, or Other Relative (Mother, Father, Brother, Sister) – The Union President/Business Agent and one (1) representative of the applicable department.
 3. Retired Employee – The Union President/Business Agent and one (1) representative of the applicable department.
- Upon request, additional time off without pay shall be granted as can be accommodated.

11.4.5 Special Leave

If an employee is called for jury duty, or summoned as a witness to attend in any court or other legal proceeding in relation to Employer business, on a scheduled work day, such time will be credited as hours worked. Employees will be released up to one (1) hour prior to court. This time will be included in the hours credited.

11.4.6 Maternity Leave/Adoption Leave

An employee shall be granted leave of absence, without pay and without loss of seniority, for a period up to seventeen (17) weeks. The employee may return to work after providing the Employer with two week’s notice of intention to do so, and a medical certificate for fitness from her physician.

During this seventeen (17) weeks of maternity/adoption leave, the Employer agrees to pay its share of Group Insurance premiums on behalf of employees. If employees wish to continue pension accrual they must cover the Employer’s share and their own share of the pension premiums. The employee will continue to accrue seniority during such periods of leave.

11.4.7 Parental Leave

The Employer will consider providing parental leave to any employee without pay provided there is a replacement employee available and there is no increased cost to the Employer. This leave of absence shall not exceed thirty-five (35) weeks and is provided with the following conditions:

- (i) No sick leave accrual
- (ii) No vacation leave accrual
- (iii) Employee to pay all premiums of the Group Insurance and Health Insurance Plan
- (iv) Employee to pay the Employer’s share and their own share of the Pension Plan premiums
- (v) The employee will continue to accrue seniority during such periods of leave.

11.4.8 Paid Leave

The Employer, at its discretion, may grant paid leaves of absences at any time they deem necessary.

SECTION 12 PROTECTIVE CLOTHING, UNIFORMS AND COMMISSION PROPERTY

12.1 Clothing

All employees will, during the course of their duties, be required to wear the appropriate uniform as supplied by the Employer.

12.2 Clothing - Operations

The Employer shall supply a suitable uniform at no cost to the Transit Operator. In accordance with the Point System for clothing, the Employer shall establish an annual point allowance based on the tender cost of a full uniform which consists of 5 shirts, 2 pairs of pants, a jacket/blazer and 2 ties. The Employer shall post the points required for each of the following uniform items:

Uniform Item	Uniform Item
Short Sleeve Shirt	Polo Shirt
Long Sleeve Shirt	Mock Neck Shirt

Pants	Shorts
Made to Measure Pants	Winter Caps
Sweater	Gloves
Jacket/Blazer	Boots
Ties	

In January of each year, the Employer shall allocate the uniform points to each Transit Operator's uniform bank. Upon the introduction of a new style of uniform, a full uniform consisting of 5 shirts, 2 pairs of pants, a jacket/blazer and 2 ties will be issued to each Transit Operator. New employees hired during the year will have their first uniform issue prorated based on the date of hire.

Transit Operators will be required to take a minimum of 3 shirts, 2 pairs of pants and a jacket/blazer each year and may select additional uniform items using their remaining points. Operators with a minimum of five (5) years of service will be permitted to waive the annual requirement for the minimum uniform issue every second year. Rather than the minimum issue, they will be permitted to take one (1) shirt and one (1) pair of pants with the remaining points available to purchase other uniform items.

Points are non-transferable and have no cash value.

The above point system is sufficient to maintain the high standard for uniforms for Transit Operators. It shall be the Operator's responsibility to maintain his uniform in an appropriate manner. The Transit Supervisor may require an Operator to use points to order items to maintain the appropriate uniform dress standards. Operators will be required to attend the annual fitting/sizing sessions for uniforms. Operators failing to do so, without prior authorization from the Operations Manager, will not receive an issue/points for that year. In addition, only uniform alterations completed within one (1) month from the date of issue will be paid for by the Employer.

Every five (5) years the Employer shall issue and pay the full cost of a winter overcoat for all Operators.

Operators shall have the option of replacing their present issue of a winter overcoat with a raglan or other type of coat approved by the Employer. If the cost of the substitute coat is in excess of the current cost of the winter overcoat, the employee will pay the difference in cost.

The Employer agrees to place the order for new uniforms not later than January 31st of each year. The style of the uniform shall be selected by the Employer. Uniforms shall be obtained from a Union Shop where possible.

On the issuance of a third uniform item, each employee must turn in a previously issued uniform item to the Employer. Under no circumstances shall an operator be required to accept a second-hand uniform unless he is willing.

Neckties are optional but must be worn during charters.

The Employer agrees that all uniforms shall be embroidered with the Union crest at no cost to the employee.

12.3 Clothing - Maintenance

The Employer shall issue six (6) pairs of coveralls, four (4) suits of shirts and pants, and one (1) dustcoat free of charge to all new maintenance employees. Additional items will be supplied as required at no cost to the employee, provided that worn out items are turned in at the time additional items are issued; otherwise, the employee will pay the full cost of the additional items issued. Utility Wash and Utility Maintenance employees may exchange one (1) pair of coveralls for one (1) pair of insulated coveralls.

The Employer shall pay the cost of having all items dry-cleaned.

The Employer shall provide safety boots or shoes to all maintenance employees once per calendar year and shall pay one hundred percent (100%) to a maximum of \$175.00. Safety boots or shoes must be worn by the employee while on the job.

The Employer shall provide employees in Utility Wash and Utility Maintenance classifications with a pair of steel-toe rain boots once every two calendar years and shall pay one hundred percent (100%) to a maximum of \$75.

Every two (2) years the Employer shall issue and pay the full cost of a winter overcoat for all maintenance employees.

Maintenance employees shall have the option of replacing the present issue of a winter overcoat with a suitable snowsuit. The cost of the snowsuit, if in excess of the current cost of the winter overcoat, shall be borne by the employee.

Employees who work less than a year or who are laid off will have their time for work boots/steel-toe rain boots and winter coats or snowsuits prorated.

12.4 Employer Property

The Employer may inspect an Employee's locker provided the employee and a Union Representative are present at the time of inspection.

Employees who terminate employment must return all Employer property, including the last issue of clothing, the employee has in possession before receiving a final pay cheque and/or separation pay that is due. The value of the Employer property, if not returned, shall be deducted from the final pay cheque and/or separation pay.

SECTION 13 WORK SCHEDULES

13.1 Check-In Time

Five (5) minutes travel time (ten (10) minutes for routes relieving at the Village) or ten (10) minutes check-in time will be paid to all Transit Operators on scheduled routes leaving from the garage.

For the purpose of this Clause, a "piece of work" shall be defined as "each uninterrupted time block of an operator's assignment for the day." Operators failing to report for a piece of work by their regular check-in time shall lose that piece of work. However, if a replacement has not been assigned by the supervisor at the time the operator reports for work, the operator shall proceed on the designated route with loss of pay for the actual time lost. In the event that an operator on the morning piece of work does not report within one and one-half (1 1/2) hours after the scheduled check-in time, the operator shall lose all remaining pieces of work for that day.

13.2 Shift Break Time

Any schedule will have a period of a minimum of eight (8) hours between the scheduled end of a shift on one day and the scheduled start of a shift on the next. New schedules shall be posted a minimum of fourteen (14) days prior to their implementation.

13.3 Schedule Pick Time

All operators shall complete their pick on their scheduled time and day. Failing to sign up or leave a selection slip will result in a Union representative making the selection for the operator.

There will be a minimum of three (3) shift picks in each calendar year.

Operators who are on sick leave, leave of absence or vacation, will be permitted to pick a shift on a schedule sign up. For the duration of the operator's absence, the shift will be filled according to seniority. Vacant shifts resulting from this process and shifts that are temporarily vacant due to vacations (with the exception of prime time weeks) will be filled in the same manner. Fifteen (15) minutes will be allocated to each operator to be contacted concerning the bids and they shall be notified, wherever possible, about the vacant shift by telephone, radio or in person. Operators filling a vacant shift as a result of this section will return to his original shift pick upon the return of the Operator on leave.

A member of the Union Executive sitting on the Scheduling Committee shall be designated to coordinate the completion of manual shift picks to a maximum of three (3) picks per year and shall suffer no loss of pay.

13.4 Schedule Time Checks

Operators' watches shall be synchronized each day with the Dispatch Office.

13.5 Split Shifts

Other than operators, employees shall not be required to split their shifts.

13.6 Shift Changes

Should the need arise, Maintenance employees will be required to change their shifts on a temporary basis provided twenty-four (24) hours notice of change is given, and a minimum break of eight (8) hours between shifts is allowed.

An employee may exchange shifts with another employee, in the same classification, provided there is no additional cost to the Employer and the required form is submitted in advance to the supervisor. The employee agreeing to the shift exchange is now responsible for the shift. Temporary Operators, without an assigned shift, are not permitted to switch shifts.

SECTION 14 TOOLS AND EQUIPMENT

14.1 Equipment Operation

Passenger and service vehicles shall be safety equipped before they are taken into service, but this shall not relieve operating employees of their personal responsibility of ensuring the vehicle is properly equipped and is in apparent good working order before it is taken into service.

Defects in a vehicle and/or equipment, and any use of fire extinguishers or supplies in the first aid kits, must be reported by the operator of the bus on a Bus Defect Report form when the vehicle is returned to the garage. The defect report shall state the nature of the defect and the date and hour of the report. Once completed by the operator, the report shall be signed by an Employer official and a copy returned to the operator who signed the report.

The operator of the vehicle shall not be held responsible for any damage or accident resulting because of the reported defects.

A final responsibility for the safety of the passengers and/or vehicle rests with the operator of the vehicle. Operators will not endanger the safety of the passengers or the vehicle.

The Employer shall be responsible for ensuring that heaters on the buses are operating properly during cold weather.

The Employer agrees to make arrangements for the provision of toilet facilities on all routes for the operators.

Seat cushions shall be provided to operators upon request.

The Employer agrees that any non-union employee shall not perform any work covered by this Collective Agreement except in the cases of instruction, emergency, investigation, inspection or assistance of a Union member.

14.2 Bulletin Board

The Employer shall provide bulletin boards in mutually satisfactory locations for use by the Union in posting notice of Union activities. Also, such notices must be signed by the proper officer of the Union.

SECTION 15 OCCUPATIONAL HEALTH AND SAFETY

15.1 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established, composed of equal representatives from each party. The Committee shall operate in accordance with terms of reference and hold regular meetings to discuss issues related to health and safety in the workplace. The Committee shall ensure that employees are aware of their right to refuse work and other rights as provided under the Occupational Health and Safety legislation.

Upon completion of Accident Investigation reports, a copy of the report will be provided to the President/Business Agent.

SECTION 16 LETTERS AND MEMORANDUMS OF UNDERSTANDING

Letters of Understanding and Memorandums of Understanding in effect between the St. John's Transportation Commission and the Amalgamated Transit Union, Local 1462, shall form part of this Collective Agreement and are subject to the grievance procedure.

LIFE OF THE AGREEMENT


This agreement and the provisions herein shall endure to the benefit of and be binding upon both parties and shall continue in full force and effect until May 31, 2019 and thereafter it shall be automatically renewed until either of the parties gives notice, within ninety (90) days prior to the end of this term, of its desire to terminate, alter or amend any of the provisions of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper authorized officers the day and year above written.

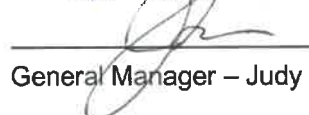
ST. JOHN'S TRANSPORTATION COMMISSION



Chairman - Wally Collins



Vice Chairman - Fred Drover



General Manager - Judy Powell

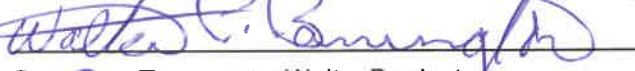
LOCAL 1462, AMALGAMATED TRANSIT UNION




President/Business Agent - Paul Churchill



Vice-President - Ken Hart



Secretary-Treasurer - Walter Barrington



Executive Board Member - Maintenance - Jamie Smith



Executive Board Member - Transportation - Ken Walsh

SCHEDULE "A"

A. SALARY IMPLEMENTATION FORMULA

1. Effective June 1, 2015
 - Increase all wage rates by 5%
2. Effective June 1, 2016
 - Increase all wage rates by 4%
3. Effective June 1, 2017
 - Increase all wage rates by 4%
4. Effective June 1, 2018
 - Increase all wage rates by 5%

Signing Bonus:

Upon signing of the Collective Agreement, each current full-time employee (full-time Maintenance employees and Operators with an assigned shift on the Fall 2015 shift pick) will be eligible for a signing bonus of \$1000. Temporary employees will be eligible for a pro-rated signing bonus based on hours worked in the 2015 calendar year with a minimum bonus of \$350.

B. HOURLY WAGE RATES

	Effective 1-Jun-15 5.0%	Effective 1-Jun-16 4.0%	Effective 1-Jun-17 4.0%	Effective 1-Jun-18 5.0%
Mechanics Autobody Technicians Utility Electrical	\$34.15	\$35.51	\$36.93	\$38.78
Tire Technician	\$28.42	\$29.56	\$30.74	\$32.28
Utility Maintenance	\$28.22	\$29.35	\$30.53	\$32.05
Service Technician	\$28.22	\$29.35	\$30.53	\$32.05
Parts & Utility Driver	\$26.12	\$27.17	\$28.26	\$29.67
Utility Wash *				
Step 1	\$19.58	\$20.36	\$21.18	\$22.24
Step 2	\$20.73	\$21.56	\$22.43	\$23.55
Step 3	\$21.89	\$22.76	\$23.67	\$24.85
Step 4	\$23.04	\$23.96	\$24.92	\$26.16
Transit Operators *				
Step 1	\$24.31	\$25.28	\$26.30	\$27.61
Step 2	\$25.74	\$26.77	\$27.84	\$29.23
Step 3	\$27.17	\$28.26	\$29.39	\$30.86
Step 4	\$28.60	\$29.75	\$30.94	\$32.48

*Employees hired after the date of signing will be placed on Step 1. Progression to each subsequent step will be based on the completion of 12 months of cumulative service.

SCHEDULE "B" TOOL ALLOWANCE

The following is the minimum tools required for the classification of **Mechanic, Autobody Technician and Apprentice** in order to receive a tool allowance. These tools shall remain on the Employer's premises.

½" drive socket set complete from 3/8" – 1"	Hacksaw
3/8" drive socket set complete from 3/8" – 1"	Gasket scraper
(2) ½" drive extensions 4" – 10"	Drop cord – Employer provided
(2) 3/8" drive extensions 3" – 6"	Allan wrenches
(2) Hammers – large and small	Safety glasses – Employer provided
(2) Punches – large and small	Hearing protection – Employer provided
(2) Chisels – large and small	(2) Phillips screwdrivers #2 & 3
(2) Vise grips – large and small	(3) Flat screwdrivers small, medium, large
Pliers	(3) Torx screwdrivers T#10, T#15, T#20
Diagonal cutter	Combination wrenches 3/8" – 1"
12" Pry bar	Measurement tape 8' minimum
(2) Adjustable 8" and 10" Wrenches	Metric combination wrenches 5mm to 24mm
Pipe Wrench	Metric Allen wrenches up to 12mm
Feeler gauges	Metric sockets 5mm to 24 mm
Test light	½" drive impact wrench

The following is the minimum tools required for the classification of **Utility Electrical** in order to receive a tool allowance. These tools shall remain on the Employer's premises.

Amp meter	Measuring tape
Volt meter	Hole saws
Knock out cutters	Hacksaw
½" drive socket set complete from 3/8" – 1"	Vise grips
3/8" drive socket set complete from 3/8" – 1"	Metric sockets 5mm to 24 mm
Pliers	Adjustable wrenches
Screwdrivers	Wire cutters
Wrenches	Wire crimpers
Hammer	Drop cord – Employer provided
Allen wrenches	Safety glasses – Employer provided
Pipe benders – ½" and ¾" emt.	Hearing protection – Employer provided
Metal cutters	Electrical knife

It shall be the responsibility of each Mechanic, Autobody Technician, Apprentice and Utility Electrical to provide a list of the tools in their toolboxes by April 30 of each year for verification by a Foreman. If the employee does not provide their list by April 30, only those tools listed under Schedule "B" shall be covered by the Property Insurance coverage of the Employer.

SCHEDULE "C"

GROUP INSURANCE ENHANCEMENTS

Life Insurance – 2 x annual salary to a maximum of \$150,000

SCHEDULE "D"

Apprentice Training Program

i.) Eligibility

The Truck & Transport/Heavy Equipment Mechanic classification is a restricted certified trade regulated by the Apprenticeship and Certification Act. A person working in this trade must hold a valid Certificate of Qualification or be registered as an apprentice with the provincial Department of Advanced Education & Skills, Institutional and Industrial Education Division.

The Employer retains the sole and unrestricted right to determine if the apprenticeship program will be maintained, and the number of apprentices employed in the program. The hiring of apprentices under this program will not result in the lay-off of journeyman. The selection of apprentices shall be the responsibility of the Employer. In order to be eligible for consideration for an apprenticeship with the Employer, an applicant must meet the minimum requirements for apprentice training as determined by the Department of Advanced Education & Skills, Institutional and Industrial Education Division, and as determined by the Employer.

ii.) Posting of Opportunities

When the Employer identifies apprenticeship opportunities that it intends to fill, such positions shall be posted in accordance with Article 5.5 of the Collective Agreement. Each applicant must possess the necessary qualifications as stated in the job posting.

Capable and qualified internal applicants from within the bargaining unit will have first consideration in the selection process for the apprenticeship program. When an existing member of the bargaining unit is a successful applicant for an apprenticeship vacancy, the Employer will fill the vacated position on a temporary basis for a period not to exceed one (1) year.

Candidates who possess a valid Automotive Service Technician Qualification may be accepted into the Apprenticeship program for the Heavy Equipment Mechanic or Truck and Transport certificate at the second year level, subject to the approval of the Department of Advanced Education & Skills.

iii.) Progression

Because the success of the program depends on the orderly progression of apprentices through the apprenticeship program to journeyman status, the Employer may remove from the program anyone who fails to maintain the required standard of academic performance or qualifying periods, or who fails to show satisfactory effort or progress. Any apprentice removed from the program shall not be permitted to re-enter the program.

Under such conditions, should an internal applicant apprentice be unsuccessful in progressing from the first year to the second year, he will be allowed to return to his previous position. Beyond this level of the program, if an internal applicant apprentice fails to progress to the next level, he will be permitted to return to his former classification provided a vacancy exists at that time. Otherwise, the internal applicant apprentice, who has not maintained the required program standards, shall be laid off and shall have recall rights in accordance with Article 5.3.

An apprentice, who has been removed from the program for failing to maintain the required standard of performance as outlined above, shall not have access to the grievance and arbitration provisions.

iv.) Rates of Pay

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

- First year 60% of Journeyman's Rate
- Second year 70% of Journeyman's Rate
- Third year 80% of Journeyman's Rate
- Fourth year 90% of Journeyman's Rate

The rate of wages to be paid to the apprentices appointed from within the bargaining unit shall be maintained at their current rate until such time as the corresponding apprenticeship rate for their achieved level in the program exceeds their current rate.

An apprentice shall not progress to the next pay level until he has successfully completed both the practical and academic components of the preceding period.

When an apprentice is required to attend school as part of his training, he will not be paid wages by the Employer.

v.) Tools

An apprentice shall supply and pay for tools required in accordance with the tool list outlined in Schedule B. Apprentices are eligible to receive the tool allowance as outlined in Section 6.5.3.

vi.) Terms and Conditions of Apprenticeship

The terms and conditions governing an apprenticeship will be determined by the Department of Advanced Education & Skills and shall be outlined in the Department of Advanced Education & Skills' Memorandum of Understanding between the Employer and apprentice. The Employer will arrange to have a representative of the Union Executive attend the meeting.

The Employer and the apprentice will be responsible for recording the hours of relevant work experience for an apprentice and signing off on workplace skills required for certification. Only hours actually worked will apply to the apprenticeship program and time lost due to illness, injury, leave, etc., will not qualify as apprenticeship time. Any hours worked at the overtime rate shall only qualify for credit to the apprenticeship program at the rate of actual hours worked.

In accordance with skills signed off in the Record of Occupational Progress/Logbook certifying that the required level of competence has been obtained by the apprentice in a particular workplace skill, the apprentice may be assigned to do related journeyman work on an unsupervised basis.

Credit for previous experience may be granted by the Department of Advanced Education & Skills when the apprentice has satisfactorily demonstrated that he possesses such previous experience and skills required to qualify for such credit.

vii.) Seniority

Upon appointment to a journeyman position, apprentices will be credited with seniority in accordance with their date of initial employment as an apprentice.

viii.) Lay-off of Apprentice

Upon completion of the Apprenticeship program, if no journeyman positions are immediately available, the apprentices shall be laid-off and shall have recall rights in accordance with Article 5.3. Should other vacancies exist within the bargaining unit, the Apprentice may apply in accordance with Article 5.5.

ix.) Shift Pick

To meet training needs, apprentices will rotate through all shifts during the apprenticeship. Once the apprentice has reached sufficient competency to enter the shift pick, he will pick after all journeymen have completed their picks.

x.) Overtime

Overtime will first be offered to journeymen in accordance with Article 10.1. Should no journeyman accept the overtime assignment, the work will be offered to apprentices provided they are qualified to complete the assignment.

SCHEDULE "E"
MEMORANDUMS OF UNDERSTANDING
LETTERS OF UNDERSTANDING
LETTERS OF INTENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ATU, LOCAL 1462 &
THE ST. JOHN'S TRANSPORTATION COMMISSION**

Further to our recent discussions in negotiations, the Employer agrees to the following conditions in relation to the employment of Temporary Transit Operators in the Operations Department:

1. The maximum number of temporary Transit Operators shall be twenty-five (25%) of the permanent number of shifts on the Fall Schedule;
2. Temporary Transit Operators may be used to replace permanent Transit Operators for any form of leave;
3. Where a temporary Transit Operator is backfilling for the long-term absence of a permanent Transit Operator, such temporary Transit Operator shall not be counted towards the complement of temporary employees as outlined in 1 above. Upon the return of the permanent Transit Operator, the temporary Transit Operator backfilling the leave will be retained on the temporary list. No additional temporary Transit Operators will be hired until the number goes below 20%.
4. Vacation pay for Temporary Transit Operators shall be paid at a rate of 4% or accrued in accordance with clause 7.1 for eligible employees.
5. Temporary employees, who do not have an assigned weekly shift during the week the holiday falls, shall be eligible for payment of the statutory holidays defined under the Labour Standards Act and will be paid in accordance with the Act.

For the Commission:



For the Union:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ATU, LOCAL 1462 &
THE ST. JOHN'S TRANSPORTATION COMMISSION**

Defined Benefit Pension Guarantee

1. The St. John's Transportation Commission (the "Employer") agrees to amend the Pension Plan for the Union Employees of the St. John's Transportation Commission (the "Plan"), NL Registration No. 075358, CRA Registration No. 1083229 to provide as follows:
 - a) Notwithstanding anything in the Plan to the contrary, and except as provided herein, all terms of the defined benefit pension plan in force as of May 1, 2016 including those contained herein, shall remain in force and shall apply to all persons listed in the Defined Benefit Plan Members List and their spouses and beneficiaries.
 - b) For the purpose of this Article, the persons listed in the Defined Benefit Plan Members List in Appendix A shall include those employees employed on April 30, 2016 under the terms of the Collective Agreement including those persons:
 - i. Who are on layoff, sick leave, maternity leave, or any other form of approved leave of absence; temporary employees who are employed as of April 30, 2016 who, at any time, in the future become eligible to become members of the Plan; and all current retirees or deferred members of the Plan and their spouses and beneficiaries whether in receipt of a pension or not.
 - ii. Any individual who was inadvertently omitted due to a clerical error or oversight by the parties.
 - iii. If a member listed in the Defined Benefit Plan Members List does not become vested in the Plan and removes their interest in the Plan, or a member and his/her spouse or beneficiary are both deceased, then the member's name shall be removed from the Defined Benefit Plan Members List and they shall have no further rights or interests in the provisions of this Plan. Any vested member who resigns or is terminated and is subsequently rehired will be enrolled in the Defined Contribution pension plan. The enrollment of the rehired employee in the Defined Contribution pension plan will have no negative impact on any entitlement or benefit accrued under the defined benefit pension plan.
 - c) Notwithstanding anything in the Plan to the contrary, and except as otherwise provided herein, the right to participate in the Plan, all terms and conditions thereof remaining unchanged, in force as of May 1, 2016 including all accrued rights and benefits which, for the avoidance of doubt, retain any link to future pensionable salary as set out in the Plan terms in force on May 1, 2016 earned through continued service in the Plan up to and including the date of ratification of the 2016-2019 Collective Agreement and in the future shall be guaranteed for and vested (subject to the current rules of the plan) for all those members listed in the Defined Benefit Plan Members List including any benefits payable to their surviving spouses and designated beneficiaries in the event of the member's death .
 - d) The Employer and employees will share the current service cost of benefits accruing under the Plan on a 50-50 basis. However, and notwithstanding the foregoing, individual employee contributions shall not exceed a total of 9% of his pensionable earnings. Any current service cost (determined at the overall plan level) attributable to employees under the 50-50 cost sharing arrangement that is in excess of 9% of each individual employee's pensionable earnings shall be the responsibility of and shall be paid by the Employer.

- e) The Employer shall have actuarial valuations performed and filed in accordance with the filing requirements of the *Pension Benefits Act* or as required by the Superintendent of Pensions and shall provide a copy of such actuarial reports to the Amalgamated Transit Union , Local 1462 ("ATU, Local 1462") within thirty (30) days of the approval of the actuarial valuation by the St. John's Transportation Commission whether or not the actuarial valuation has been submitted to the Superintendent of Pensions.
 - f) All special payments in respect of a going concern unfunded liability or solvency deficiency shall be paid by the Employer. Notwithstanding the minimum requirements of the *Pension Benefits Act*, any special payment as a result of a going concern unfunded liability or solvency deficiency identified in an actuarial valuation report shall be fully paid by the Employer when due as required in the *Pension Benefits Act*. Where the Employer is provided with a legislative exemption from any portion of special payments the Employer shall be entitled to avail of such exemption provided there is no increase to the current service cost of the plan.
 - g) The terms of the Plan in force as of May 1, 2016, including those contained herein, shall not be subject to modification or amendment which detracts or diminishes in any manner any of the rights, privileges, interests, or benefits of members listed in the Defined Benefit Plan Members List and their surviving spouses and beneficiaries until such time as all members listed in the Defined Benefit Plan Members List and their surviving spouses and beneficiaries have received all of their benefits and entitlements under the Plan, except with the unanimous, written consent of all members listed in the Defined Benefit Plan Members List and their surviving spouses and beneficiaries. Amendments which do not detract from the rights, privileges, interests, and benefits of members listed in the Defined Benefit Plan Members List , other than those required by the pension legislation, shall be permitted. ATU, Local 1462 shall receive a copy of any planned amendment thirty (30) days prior to the approval of any amendment by the St. John's Transportation Commission and prior to the filing of such amendment with the Superintendent of Pensions. A dispute whether any proposed change in the Plan detracts or does not detract from the rights, privileges, interests, or benefits of any members shall be subject to the "dispute resolution mechanism" as identified in paragraph four (4). No amendment shall be filed with a Superintendent of Pensions if the ATU, Local 1462 give notice to the Employer of their intent to invoke the "dispute resolution mechanism" as identified in paragraph four (4). Only after the results of the dispute resolution mechanism are determined shall any amendment be filed in accordance with the outcome of the dispute resolution.
 - h) Notwithstanding any other provision of the Plan or the *Pension Benefits Act* to the contrary, in the event the Plan is wound up, in whole or in part, by action of some person other than the Employer, including the Superintendent of Pensions, the Employer shall pay into the Plan Fund such amount as is required to fully fund all of the benefits provided under the Plan and in accordance with the Pension Benefits Act to all affected members listed in the Defined Benefit Plan Members List and their surviving spouses and beneficiaries as if the Plan continued to operate until the death of the last member in the Defined Benefit Plan Members List or their surviving spouse or beneficiary. In the event the Plan is wound up, in whole or in part, benefits shall not be reduced.
 - i) This amendment to the Plan shall be effective May 1, 2016.
2. The Employer agrees that it will not wind up or terminate the Plan, in whole or in part until all individuals listed in Appendix A and their spouses and beneficiaries have received their full benefits and entitlements under the plan as defined therein. Notwithstanding the foregoing, the Employer does have the right to wind up or terminate the plan after all the members listed in the Defined Benefit Plan Members List have retired or left active service provided that the Employer finds an alternate funding method to guarantee the benefits under this MOU. Any alternate funding plan shall be reviewed by the actuary for the ATU, Local 1462 and if the actuary of the Union agrees that there is no negative impact on the proposed change by the Employer on the

members in the Defined Benefit Plan Members List and their surviving spouses and beneficiaries then the Employer may make the changes proposed.

3. Prior to the above amendment to the Pension Plan for the Union Employees of the St. John's Transportation Commission being submitted for registration under the *Income Tax Act* and the *Pension Benefits Act*, it shall be subject to the approval of the ATU, Local 1462 for compliance with this Article.
4. The Employer agrees to file the amendment under both the *Pension Benefits Act* and the *Income Tax Act* for approval and registration within 30 days of the date of signing of the 2016-2019 Collective Agreement. In the event that any action by the Superintendent of Pensions or CRA or future legislation should negatively impact this agreement, the parties (the Employer and the ATU, Local 1462) shall immediately meet to discuss the impact of any decision by the foregoing. In the event that the parties are unable to resolve any difference which has arisen as a result of the foregoing, the actuary of the Plan and the actuary for the ATU, Local 1462 shall meet and mutually agree on whatever changes are required to the Plan text to accommodate the action of the Superintendent of Pensions, CRA or legislation and at the same time maintaining the expressed intent of the parties to *guarantee a vested* lifelong benefit for all members in the Defined Benefit Plan Members List and in the event of the member's death, a guaranteed vested benefit for their spouses and beneficiaries. In the event that the actuaries are unable to agree, the "**Dispute Resolution Mechanism**" shall be as follows: The parties shall mutually appoint a third actuary whose fees shall be cost shared by the parties. The decision of the third actuary or the two actuaries together shall be final and binding and not subject to the grievance procedure or judicial review by either party.
5. Nothing in this Memorandum of Understanding shall be construed as creating or conferring any additional benefit or entitlement for members on the Defined Benefit Plan Member List and/or their spouses and beneficiaries beyond those expressly outlined in relation to the defined pension plan in the Pension Plan Text in effect as of May 1, 2016.
6. Should the City of St. John's or the St. John's Transportation Commission re-instate a defined benefit pension plan for its employees in the future, the St. John's Transportation Commission agrees that it will negotiate the terms of the re-instatement of the existing defined benefit plan for members of the ATU, Local 1462.

For the Commission:



For the Union:



APPENDIX A

DEFINED BENEFIT PENSION PLAN MEMBERS LIST

Grandfathering Side Bar Agreement Between

St. John's Transportation Commission and ATU, Local 1462

Active Union DB Plan Members Hired Prior to May 1, 2016

Name		Name	
Salem	Ali	Bruce	English
Walter	Barrington	Glen	Ethridge
Cheryl	Benson	Robert	Eustace
Max	Benson	Sherry	Evans
Edna	Biddiscombe	Jason	Fagan
Paul	Biddiscombe	Robert	Fillier
Chad	Birmingham	Gerald	Flynn
Drexel	Boland	Laurie	Follett
Jamie	Bonnell	Elena	Fratila
Amy	Bonnington	Brian	Fudge
Jason	Bryne	Gerard	Fulford
Eric	Bussey	Art	Gingrich
Blake	Butt	Trinity	Gladney
Travis	Byrne	Wanda	Godden
Brian	Caines	Ronald	Gosine
Howard	Chafe	Corey	Greene
Lisa	Chafe	Gary	Halleran
Tiffany	Chafe	Dorinne	Hamel
Trevor	Chafe	Kenneth	Hart
Jason	Charbonneau	Glenda	Hayward
Jeff	Chaulk	Arnold	Hookey
Paul	Churchill	Oniel	Howell
John	Cochrane	Scott	Ivey
Steve	Curtis	Tony	Jordan
Jason	Day	Shawn	Kelly
Barry	Delaney	Chris	Ledrew
Chris	Desroches	Gordon	Lidstone
Shawn	Dillon	Neil	Littlejohn
Brian	Dingwell	John	Mason
Gerald	Dooling	Steven	Mccrindle
Trevor	Drake	Sherry	Mclean
Jerome	Drover	Ashley	Meade
Sandra	Dube	Christopher	Mendez
Sueann	Duke	Roy	Morgan
Corey	Durdle	Colleen	Murphy
Gordon	Earles	Terence	Murray

Name		Name	
David	Noseworthy	Glen	Strang
Robert	Noseworthy	Sheldon	Sturge
Dale	Pearcey	Derrick	Taylor
Arthur	Peddle	William	Thompson
Eric	Peddle	Darryl	Thorne
Glen	Pope	Roxanne	Thorne
Tracy	Pope	David	Tilley
James	Preston	Jeff	Tilley
John	Price, Jr.	Krista	Tobin
Robert	Pye	Jamie	Tucker
David	Reid	Joseph	Walsh
Randall	Rose	Kenneth	Walsh
Roderick	Ryan	Raymond	Walsh
Nick	Shaw	Seanessey	Walsh
Jamie	Smith	Paul	Wight
Leonard	Stanley	Keith	Williams
Karl	Stoodley		

Active Union Employees Hired Prior to May 1, 2016 Eligible to Join DB Plan

Name		Name	
Scott	Evans	Michael	Mugford
Kala	Gillingham	Megan	Pederson
Marjorie	Hookey	Jessica	Powell

Defined Benefit Union Retirees

Retiree/Survivor's Name		Deceased Member
Mary	Biddiscombe	Thomas Biddiscombe
Victor	Caines	
Harvey	Chatman	
Mary	Cheeseman	Philip Cheeseman
Andrew	Churchill	
Patrick	Coady	
Uriah	Cole	
John	Connors	
J. Wayne	Crocker	
David	Dodd	
Ernest	Driscoll	
Wilbert	Durdle	
Gary	Dyer	
Aubrey	Evans	

Retiree/Survivor's Name		Deceased Member
Gerald	Evans	
Gerald	Fleming	
John	Fleming	
Victor	Fleming	
Alexander	Furlong	
Velda	Furlong	
Gerard	Gallant	
Edward	Grouchy	
Dorothy	Haley	Bill Haley
Richard	Hanlon	
Leonard	Harding	
Arthur	Hart	
Aloysius	Hatch	
Wayne	Hookey	
Calvin	Hunt	
Wilfred	Hunt	
Megan	Hunt-Walsh	Former Spouse
Vincent	Jackman	
George	Jestican	
Maurice	Kane	
Gordon	Kavanagh	
Brendan	Kean	
Michael	Kieley	
Arlettie	King	Bert King
William George	King	
James Alva	Lee	
Wayne	Linthorne	
Harry	Martin	
David	Mcniven	
Doug	Mercer	
Wayne	Miller	
Nathan	Mitchell	
Clayton	Murphy	
Edward	Murphy	
Marie	Murphy	Gerald Murphy
Patrick	Murphy	
Jim	Oliver	
Ambrose	Peddle	
Tom	Picco	
Stephen	Power	
Colette	Price	John Price

Retiree/Survivor's Name		Deceased Member
Donald	Prince	
James	Pynn	
Judy	Ralph	Former Spouse
John	Reelis	
John	Reid	
Leo	Rose	
Robert	Rose	
Ronald	Rose	
Alfred	Thorne	
Warren	Tilley	
Leslie	Tuck	
Pauline	Wakeman	Gary Duggan
Thomas	Walsh	
Madonna	Wheeler	Charles Wheeler
Max	White	

Vested Former Members Prior To May 1, 2016

Name		Name	
George	Crocker	Cathy	Murphy
Michael	Avery	Robert	Norman
Brian	Collins		

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ATU, LOCAL 1462 &
THE ST. JOHN'S TRANSPORTATION COMMISSION**

The Employer and the Union agree that in accordance with clause 9.2, Statutory Holiday Pay, employees will be permitted to bank statutory holidays to be administered in accordance with the Letter of Understanding regarding mutual agreements dated April 12, 2016 in Schedule "E" of this agreement.

For the Commission:



For the Union:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ATU, LOCAL 1462 &
THE ST. JOHN'S TRANSPORTATION COMMISSION**

For employees in the classifications listed below, Section 10.1, Paragraph 4 of the collective agreement will be replaced by the following:

"Upon request, employees shall be granted time off in lieu of compensation at the overtime rate. This time off can be accumulated, but must be taken by the employee prior to the end of the calendar year in which it was earned. Subject to operational requirements, every reasonable effort shall be made to grant such time off at the time requested by the employee. When taking time off, employees will be deducted hours out of their bank at the straight time rate. If, however, a replacement worker is required to be brought in at the overtime rate, employees will be deducted hours out of their bank at the rate of time and one half. If such time off is not taken prior to year end, employees shall receive pay in lieu of time off at the end of the year."

Classifications covered by this Agreement

Utility Electrical
Utility Maintenance
Autobody Technician
Tire Technician

For the Commission:



For the Union:



LETTER OF UNDERSTANDING

April 12, 2016

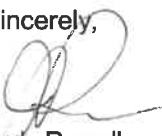
Mr. Paul Churchill
Amalgamated Transit Union, Local 1462
P.O. Box 21250
St. John's, NL A1A 5B2

Dear Mr. Churchill:

For the purposes of addressing time-off-in-lieu of overtime (banked time) as outlined in clause 10.1, the following will clarify our mutual understanding of how this issue will be administered.

1. Where an employee works overtime for any purpose, other than to cover for banked time, he may accumulate the time at a rate of one and one-half ($1 \frac{1}{2}$) times the actual hours worked in his overtime bank. In order to take time-off-in-lieu of overtime, an employee must authorize one and one-half ($1 \frac{1}{2}$) hours to be taken from his banked time for each hour taken.
2. Where an employee wishes to use his banked time to take time off, he shall be entitled to enter a mutual agreement with another employee, who will be deemed not to be working overtime for the purposes of this agreement but to be working by virtue of a mutual agreement for which he will be paid at a rate of time and one-half ($1 \frac{1}{2}$) from the overtime bank of the employee he is replacing. Such agreements shall be in writing using the Application for Leave Form. The employee wishing to take the time off shall sign the form to authorize the payment of his replacement at the overtime rate from his banked time.
3. Coverage for time taken as a result of banked time shall first be offered to permanent employees, who have signed the overtime book. If no permanent employees are available to provide the coverage, it shall then be offered to temporary employees.

Sincerely,



Judy Powell
General Manager

LETTER OF UNDERSTANDING

April 12, 2016

Mr. Paul Churchill
Amalgamated Transit Union, Local 1462
P.O. Box 21250
St. John's, NL
A1A 5B2

Dear Mr. Churchill:

This is to confirm our intention to implement a shift pick for the Utility Maintenance and Autobody Technician classifications in the Maintenance Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'JP', is written over the word 'Sincerely,'.

Judy Powell
General Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ATU, LOCAL 1462 &
THE ST. JOHN'S TRANSPORTATION COMMISSION**

Further to our recent discussions in negotiations, the Employer agrees not to make application to the Superintendent of Pensions for a surplus withdrawal from the Union Pension Plan during the term of this agreement and up to the date of signing of the next Collective Agreement.

For the Commission:



For the Union:



