

BETWEEN:  
THE ST. CATHARINES TRANSIT COMMISSION  
hereinafter called "The Commission"  
and  
THE AMALGAMATED TRANSIT UNION, LOCAL #846  
hereinafter called "The Union"

**1. PURPOSE:**

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

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

**2. RECOGNITION OF THE UNION:**

- (a)(i) The Commission recognizes the Union as the sole collective bargaining agency for all employees of the Commission, save and except Supervisors, foremen, persons above the rank of Supervisor or foremen, office and payroll personnel.
- (ii) Successor Rights: In an effort to address concerns of the Union (LOCAL 846) that privatization or a merger will adversely affect the existence of the Union, The St. Catharines Transit Commission and Local 846 of the Amalgamated Transit Union agree that should The St. Catharines Transit Commission be sold, merged with another company, become a department of the Region of Niagara, or change its ownership, that the Amalgamated Transit Union Local 846 will be the sole bargaining Agent.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Commission or its representatives which conflicts with the terms of this Collective Agreement unless otherwise mutually agreed by the Commission and the Union.
- (c) Each employee shall have access to his/her personnel file upon reasonable notice for the purpose of reviewing all evaluations pertaining to his/her employment with the Commission.
- (d) The Commission agrees to scheduling and hosting two Union-Management meetings each year with the first occurring before the 1<sup>st</sup> day of June and the second before the 31<sup>st</sup> day of December.

**3. RECOGNITION OF THE COMMISSION:**

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

- (a) Determining the routes to be followed, stops, times and schedules, qualifications of drivers, repairing and servicing methods and processes and the extension limitations, curtailment and cessation of operations.

- (b) Hiring, discharging, suspending or otherwise disciplining employees, promoting, demoting, transferring or laying off same.
- (c) The maintenance of discipline and efficiency, the right to make or alter from time to time rules and regulations to be observed by the employees and to enforce same. The Commission agrees to inform the Union Executive in writing of changes in rules and regulations, before they are put into effect.
- (d) The Commission agrees that rights of the Commission shall be exercised in such a manner as they shall not overrule the provision of this Agreement.

4. **UNION MEMBERSHIP:**

- (a) As a condition of employment with the Commission, each present employee within the bargaining unit shall remain, and persons hired in the future for positions within the bargaining unit, shall become and remain Members of the Union.
- (b) The Commission shall deduct Union dues, fines or assessments on a weekly basis. Deductions for new employees shall commence with their first five day pay.  
Dues shall be deducted for the current week in which an employee terminates employment.
- (c) Initiation Fee shall be deducted on notice from the Financial Secretary of the Union.
- (d) The amount of weekly membership dues and the Initiation Fee shall be certified to the Commission in writing by the Financial Secretary of Local No. 846.
- (e) The Union agrees to accept into membership any future employee with the Commission.
- (f) The Commission shall, before the end of the week remit the total of such deductions to the Financial Secretary of the Union.
- (g) After hiring an employee, the person shall be introduced to a member of the Union Executive by Management within **two (2) weeks**. The new employee shall be excused from duty, without loss of pay, for one (1) hour for the purpose of orientation with the Union President/Business Agent or his/her designate.
- (h) When lost time due to Union business by Executive Members of the Union occurs, the Commission shall pay the Member and be reimbursed by the Union for the total amount paid by the end of the month following the month in which the expense is incurred.
- (i) All Union Management business shall be conducted by the duly authorized and elected officers of Local No. 846 of the Amalgamated Transit Union.
- (j) The Union shall supply the Commission with a list of all duly authorized and elected officers and of all changes which may take place from time to time.

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

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

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

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

- (a) The present Departmental seniority of employees shall be recognized for the purpose of choice of sign-up, choice of vacation, choice of floater days, and choice of overtime.

Exception: Overtime shall be first offered to Spareboard Operators.

**An employee whose job is abolished or declared redundant or who is displaced or laid off for any reason will be entitled to exercise his/her seniority rights in the following manner and order, all provided the employee is qualified to perform the work and all subject to other provisions of this collective agreement.**

- (i) First, the employee will be entitled to displace (bump) another, less senior employee in the same job classification.**
- (ii) Second, if the employee is unable to exercise the displacement provided for in Article 7 (a) (i), they may displace another, less senior employee in other divisions/departments.**

- (b) Permanent Vacancies:

If a job or vacancy occurs, preference shall be given in order of bargaining unit seniority providing the employees concerned have the ability and qualifications to perform the work required. In order to be considered capable of performing the work, an employee applying for the new job or vacancy must have the basic knowledge of the duties of the work and must be capable of performing it within three (3) months after receiving the position. If such an employee is found to be incapable of performing the new duties, they shall return to their former position without loss of seniority. Such new job or vacancies shall be posted on the bulletin boards for a period of seven (7) days.

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

- (c) Seniority rights and employment shall be terminated for any of the following reasons:

- (i) If the employee quits;
- (ii) After **thirty-six (36)** consecutive months of lay-off;
- (iii) If the employee is discharged and the discharge is not reversed through the grievance procedure;

- (iv) If an employee has been absent for five (5) consecutive days without having notified the Commission directly, unless a satisfactory reason is given;
  - (v) If an employee is laid off or after being on strike fails to return to work within ten (10) working days after being notified by registered mail to his/her last known address in the Commission records to report for work and does not give a satisfactory reason;
  - (vi) With the employee's knowledge, driving Commission vehicles while his/her license is under suspension or operating Commission vehicles when the employee has been disqualified from driving;  
 Exception: Employees while driving on Operations Facility property.
  - (vii) If an employee overstays a leave of absence granted by the Commission in writing and does not secure an extension of such leave in writing.
- (d) An employee promoted by the Commission to a position outside the bargaining unit, but within the Transit Commission shall continue to pay to the Union the equivalent of Union dues for a period of one (1) year in order to return to the bargaining unit with full seniority at anytime within that one (1) year period.
- At the conclusion of the one (1) year period, or when they cease to pay the equivalent of Union dues, they shall immediately lose all seniority.
- This will only be allowed to any member once.
- (e) A new employee's bargaining unit seniority shall be governed by his initial date of entry into the bargaining unit and shall exercise seniority upon completion of his training period.
- (f) A bargaining unit seniority list showing the names and the seniority starting dates shall be posted on the bulletin boards in January of each year with a copy forwarded to the Union Financial Secretary. A copy shall be made available to the Union upon request showing up-to-date information identifying those employees absent on WSIB, LTD, extended illness, etc.
- (g) Vacancies:
- (i) All vacancies which occur in the Transportation Department, including the Caretaker's, shall be filled by Spareboard employees, unless it is known that such vacancy shall be for a period of twenty-eight (28) days or more.
  - (ii) If a vacancy is for twenty-eight (28) days or more, and the Operator is on any regular assignment, the assignment shall be posted for signing for three (3) days **not including Sundays and Statutory Holidays**. During posting the Commission will entertain bids from Operators junior to the Operator who caused the vacancy. Such vacancy shall be filled by the senior qualified Operator submitting a bid. Only two secondary resulting vacancies shall be filled in like manner if such vacancy occurs in positions filled by Operators on the Departmental seniority list that have signed regular assignments with guarantee. In the case of all other Operator

vacancies arising in positions signed without guarantee on the Departmental seniority list, it shall be posted at the discretion of the Commission. Assignments filled as vacancies shall begin on Sunday.

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

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

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

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

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

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

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

- (h) Lay-Offs:

Lay-offs will be made in accordance with Article 7(b). Recall rights shall not exceed a period of **thirty-six (36) months**. After being notified of recall by registered mail to the person's last known address, the person must be available within two weeks.

## 8. **COMMISSION ORDERS:**

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

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

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

**9. DISCIPLINE:**

- (a) After expiry of the probationary period, an employee shall not be dismissed or disciplined, nor will entries be made in his/her record without sufficient cause. If any charges are entered in his/her record, such employee shall be given a full and complete written statement of the charges, signed by the Department Head and records made available to the employee at the time of the charge. Failures and accidents shall be placed in the employee's record with notification to the employee concerned. When recording absences in the employee's file the specific reason for the absence shall be noted. If an employee works after failure on the day of failure, the actual hours worked shall be placed in the employee's record.
- (b) Failing a satisfactory settlement, the employee has the right to have the case considered by the General Manager and a representative of the Union. Should an employee be exonerated, he/she shall be paid for all lost time.
- (c) In the handling of normal disciplinary cases, the discipline record of an employee shall not be considered beyond the previous two (2) years. All disciplinary records for any year prior to the preceding five (5) years must be destroyed.
- (d) In all cases, the employees shall have the right to appeal under the Grievance Procedure, to be dealt with as hereinafter provided.

**10. GRIEVANCE PROCEDURE:**

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

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

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

**STEP #1** The aggrieved employee shall present his/her complaint to his/her supervisor within three (3) working days of the occurrence of the event upon which the grievance is based. If a settlement satisfactory to the employee concerned is not reached within three (3) full working days, the complaint shall be presented as follows at any time within three (3) full working days thereafter but not later.

**STEP #2** The aggrieved employee shall with his/her Union representative present his/her grievance which shall be reduced to writing on a form supplied by the Union and approved by the Employer identifying the article or articles alleged to have been violated and the relief sought, to the Department Head concerned. The Department Head will hear the grievance within four (4) working days. The Department Head shall respond in writing within four (4) working days of the

meeting. Should no settlement satisfactory to the employee be reached, the next step in the Grievance Procedure may be taken at any time within five (5) full working days thereafter, but not later.

**STEP #3** The Union, if it considers it a valid grievance, may submit the grievance to the General Manager and the representatives of the parties, including the grievor, shall meet within five (5) working days to endeavour to settle the grievance. The General Manager shall give his/her response in writing within seven (7) working days following the meeting. If a satisfactory written settlement is not reached within twenty (20) days of the Commission's reply and if the grievance is one which concerns the interpretation, application and administration or alleged violation of this Agreement, the grievance shall be submitted to arbitration as provided below within twenty (20) working days. If no written request for arbitration is received within the time provided the grievance shall be deemed to have been abandoned.

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

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

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

**11. ARBITRATION/MEDIATION:**

- (a) Both parties to this Agreement agree that a grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a sole arbitrator. If the parties are not able to agree upon such an arbitrator within ten (10) working days of the notice of Arbitration, the Minister of Labour for the Province of Ontario will be requested to appoint an arbitrator.
- (b) Either party may request a sole arbitrator in which case the Nominee of each party shall be appointed within ten (10) days of the notice of Arbitration.
- (c) The sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

- (d) Each of the parties to this Agreement will jointly bear the expenses of a sole arbitrator appointed by it.
- (e) No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- (f) In this Article, "days" shall not include Saturdays, Sundays or holidays and any period of days may be extended by mutual agreement.
- (g) Mediation Process:
  - (i) The parties may, by mutual written agreement after Step III of the grievance procedure, submit a grievance to Mediation in an attempt to resolve a grievance.
  - (ii) The parties will endeavour to agree on the selection of a Mediator. In the event that no agreement can be reached, the grievance will be referred back to the standard Arbitration process.
  - (iii) A joint statement of facts will be prepared by the parties and presented to the Mediator.
  - (iv) Any further non-agreed to facts may be presented to the Mediator in a narrative fashion.
  - (v) This would include collective agreement clauses, facts, case law and arguments in support of separate positions on the issues.
  - (vi) Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.
  - (vii) The rules of evidence will apply and no recording of the proceedings will be made.
  - (viii) The grievor(s) and management person(s) affected by the case will fully participate in the proceeding with their respective labour relations representative(s).
  - (ix) The objective of the Mediator is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible. If no settlement is reached within thirty (30) days from the last meeting with the Mediator, the Mediator will give a non-binding recommendation based on the collective agreement provisions and how he/she would decide on the case if it were to proceed to arbitration.
  - (x) Mediation will take place at a site agreed to by the parties-normally at Union or management offices or at the workplace.
  - (xi) The parties will equally share the cost of fees and expenses of the Mediator.

- (xii) Mediation awards will have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- (xiii) A grievance may be removed from the Mediation process at any time prior to the hearing and forwarded to the standard arbitration process.
- (xiv) Following the mediation process, if no settlement is achieved within fourteen (14) calendar days, the parties may advance the grievance to the standard arbitration process.
- (xv) Following the mediation process, if no settlement is achieved, upon mutual agreement, the parties may, notwithstanding Article 11, request the Mediator to arbitrate the grievance.

## **12. CLASSIFICATION OF WORK:**

### **(a) Definitions:**

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

A maximum of twenty-one (21) signed split assignments is permitted within a thirteen (13) hour spread. For the period from the end of the university year to Labour day a maximum of eleven (11) assignments within a thirteen (13) hour spread. All remaining signed assignments within a twelve (12) hour spread.

For every six (6) signed assignments containing thirteen (13) hour spread or reduced guarantee, the Commission shall create five (5) consistent day assignments at the start of the next regular Sign-up. This procedure shall be in place for every six (6) assignments without guarantee and/or thirteen (13) hour spread to a maximum of twelve (12).

No signed assignment will exceed thirteen (13) hours.

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

- (v) Day Assignment: Comprised of straight day crews (5:00 a.m. - 6:00 p.m.) with lunch reliefs. A day assignment may be non-alternating or may alternate weekly with either a night or a split assignment.
  - (vi) Night Assignment: Comprised of straight night crews commencing after 12:00 p.m. with lunch relief. A night assignment shall alternate weekly only with a day assignment while a night pool assignment may alternate weekly with a split assignment.
  - (vii) Split Assignment - Comprised of split crews. A split assignment may be non-alternating or alternate weekly with either a day, a split or a night pool assignment. The alternating of split assignments with night pool assignments shall be limited to one (1) split assignment alternating weekly with a night pool assignment for each five (5) and four (4) pool on the Sign-up.
- (b) There shall be no combinations of clauses 12(a)(iv), 12(a)(v), 12(a)(vi), or 12(a)(vii) within a regular Operator's weekly crew assignment.
- Exception: Pool crew assignments.
- (c) Spareboard Work - A sufficient number of employees shall be assigned to meet the ordinary requirements of the service and the number of employees on the Spareboard list may be adjusted to comply with the requirements of the service.
- Regular assigned employees shall not be assigned to any Spareboard work when a qualified Spareboard employee is available.
- (d) In the event that no employees are available without payment of overtime, available Spareboard employees shall be used in preference to regular assigned employees.

13. **ASSIGNMENTS:**

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

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

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

Exception (iii): A total of twenty-one (21) signed assignments without guarantee and/or thirteen (13) hour spread. For the period from the end of the university year to Labour day a maximum of eleven (11) assignments within a thirteen (13) hour spread.

- (e) Spareboard assignment sheets of extra work shall be posted **each day no later than 1:30 p.m. in the drivers' room and no later than 2:30p.m. at the downtown terminal** for the day following. If the assignment sheet is posted later than 1:30 p.m. **in the drivers' room**, operators on off-days and those not returning to the garage shall be notified of time of work to which they are assigned.
- (f) All assignments whether posted on the Spareboard or volunteer sheets shall be paid a minimum of two (2) hours.
- (g) As far as practicable, Spareboard Operators shall be rotated on assignments. The Commission shall be entitled at all times to first schedule employees to meet the provision of Article 17.

Report men shall be used in order of call.

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

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

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

- (h) Operators notified or called for work and later have their assignment changed, such change shall not be considered a cancellation, but the time allowed for the new assignment cannot be less than the original assignment.
- (i) Operators who are willing to work on their assigned off-days shall be notified prior to or at the time they report for duty on the preceding day.
- (j) The daily work on Spareboard assignment sheets shall be such that under normal working conditions no Operator can be forced to work more than one split on any one day.
- (k) Operators exchanging assignments will be responsible to ensure that both are complying with the Employment Standards Act with regards to Weekly Hours of Work. Exchanges will be entered in the log book forty-eight (48) hours prior to the exchange. An Exchange of Work Form will be provided to the Supervisor for short term exchanges.
- (l) Operators signing for Spareboard and Vacation Relief assignments shall do so on the understanding that they may be required to perform Paratransit and Caretaker's duties.

- (m) The intent of the creation of the position of Caretaker was to have a job available to a Bus Operator in the event the Operator's license was downgraded due to medical reasons. Caretaker is a Bargaining Unit position.**
- (i) In the event that the Caretaker position becomes vacant and there is no Bus Operator with a downgraded license, the Commission will offer the position to Bus Operators absent due to illness and have qualified for coverage provided through the Health and Welfare plan.**
- (ii) In the event that the Caretaker position becomes vacant and there is no Bus Operator available from the Health and Welfare plan, it will be next offered to Bus Operators absent due to an injury and have qualified for coverage provided through WSIB.**
- (iii) Intent of Article 7(g)(i) is to confirm that in the event that the Caretaker position becomes vacant, and should the Commission choose to post the vacancy for signing, only employees of the Transportation Department would be eligible to sign.**
- (iv) The Caretaker must sign a Crew each sign-up which will then be posted if the Caretaker remains in that position.**
- (v) In the event that no employees from the fore mentioned categories are available, the Commission will fill the duties of Caretaker from the Spareboard on an as-needed basis.**
- (vi) In the event that the Commission, at its sole discretion, chooses to post the Caretaker position for signing, in the case where the vacancy extends beyond 21 days and no Bus Operator is available from the fore mentioned categories, any Bus Operator may bid on the vacancy.**
- (vii) A functional job analysis will be completed and the incumbent must be able to medically demonstrate their ability to perform the position requirements.**
- (viii) The rate of pay for the Caretaker position is as per Article 66 regardless of which employee is on the job and regardless which of the above circumstances applies. All other terms and conditions of the Collective Agreement shall prevail.**

14. **SIGN-UP:**

- (a) There will be three (3) Sign-ups each year.  
Posted as follows:  
January - April Sign-up  
The first Sunday which coincides with the beginning of the first bi-weekly pay period in January.  
May - August Sign-up  
The first Sunday which coincides with a bi-weekly pay period and closest to the end of Brock University school year.  
September - December Sign-up  
The Sunday prior to Labour Day.
- (b) The regular Sign-up shall be posted **six (6)** weeks in advance of the effective date unless otherwise agreed by the Commission and the Union. Operators shall begin signing Monday of the **fifth (5th)** week preceding the effective date of the schedule.  
  
Should an Operator fail to sign in the allotted time, his/her name shall be by-passed and a selection shall be made from the remaining unsigned work when he/she reports to sign.
- (c) There shall be no reduction in the number of, or hours of signed assignments during any Sign-up. Changes may only take place on the next Sign-up.
- (d) Changes in assignments shall be discussed with the Union Representative, prior to making the changes.
- (e) If an Operator is to be absent during the signing of the Sign-up, he/she shall leave a written choice of assignments with an Officer of the Commission **on a form provided by the Commission**. When it becomes his/her turn to sign, their selection shall be made by an Officer of the Commission, in accordance with assignments open and choice of assignments made.
- (f) An Operator who signs for an assignment, unless displaced in the application of seniority rules, must remain on such assignment until the next regular Sign-up, unless mutually agreed between the Commission and the Union Representative.
- (g) Should any assignments fail to be signed, starting with the bottom of the seniority list, the assignments shall be filled by appointment of the Commission.
- (h) The first Operator listed on a specific date shall be allowed 6:00 a.m. to 7:00 a.m.- Second 7:00 a.m. to 8:00 a.m. - and then one hour intervals until 11:00 p.m. to a maximum of sixteen (16) Operators per day. **Signing will take place Monday to Friday, excluding statutory holidays.**
- (i) Floater and vacation sign-ups to be signed not later than one week after the regular sign-up.

- (j) The Transit Commission may create a sign-up for the assignments without guarantee and/or thirteen hour spread in accordance to seniority during exams and breaks in December/January and April. In addition to the assigned work not affected by Brock University the assigned work will consist of the following: Vacations, lieu and performance days, scheduled training. The reduced guarantee sign-up will have no effect on regular assigned crews or the spareboard guarantee. Reduced guarantee crews can be utilized for scheduled training during reading week in February of each year.

A sign-up shall be posted by mid-November.

**Hybrid crews will sign for work in these time periods. RG's on Open Spareboard will have a weekly guarantee of 20 hours.**

- (k) Operators signing for spareboard assignments shall choose their off days by seniority before they are posted.

**15. OVERTIME - OPERATORS:**

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

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

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

**16. REPORT TIME:**

Allowance for ten (10) minutes report time, at the regular rate, shall be paid to each Operator for each day worked. This is to provide the Operators with sufficient time to report, read **notices** posted on the board, perform a **pre-trip inspection, sign the pre-trip inspection form**, and be prepared to leave the Operations Facility or the Downtown Terminal at the start time of the assignment.

17. **GUARANTEE:**

- (a) The Commission guarantees to Spareboard Operators a minimum pay of forty (40) hours per week at the basic rate for five (5) days worked; provided they report on time and carry out the duties assigned to them. Should an Operator fail to report for duty on time, the guarantee shall be reduced by the amount of assignment up to a maximum of eight (8) hours. Any work performed in that day shall be paid in addition to the reduced guarantee now credited.

A minimum of 40 hours shall be applied towards their O.M.E.R.S contributions.

- (b) Time worked by a Spareboard Operator on an off-day shall be paid in addition to the guarantee.
- (c) Statutory Holiday pay for Spareboard Operators shall be included in the guarantee to which they are entitled.
- (d) Time worked on a Statutory Holiday shall be paid in addition to the guarantee.
- (e) The ten (10) minute report time shall be included as part of the guarantee.
- (f) The maximum hours to be applied per day as guarantee time shall be eleven (11) hours.
- (g) Subsections (a) through (f) inclusive of this Article shall apply to Vacation/ Floater Relief Operators while filling Spareboard assignments.
- (h) Vacation/Floater Relief Operators signing for a group of assignments which include assignments without guarantee and/or thirteen (13) hour spread, will have the choice of working these assignments without guarantee or compensation for spread, or working Spareboard with the Spareboard guarantee.

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

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

18. **SPREAD CLAUSE:**

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

19. **REDUCTION OF SERVICE:**

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

20. **OPERATORS - OFF DAYS:**

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

A maximum of twenty-one (21) signed assignments without guarantee and/or thirteen (13) hour spread may have off-days as follows:

- Sunday and another fixed day
- Sunday and a rotating day
- Two fixed consecutive days
- Two rotating consecutive days.

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

21. **LUNCH RELIEF:**

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

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

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

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

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

- (a) Operators notified or called to report for duty and are cancelled later, shall be paid one (1) hour at the regular rate.
- (b) Operators reporting for duty and not used because of cancellations, shall be paid two (2) hours at the regular rate, provided it is a regular working day. If it is an off-day, then overtime rates shall apply.

- (c) Under the above circumstances, the Operators reporting may be held on duty with a minimum pay of two (2) hours at regular rate. If held on duty in excess of two (2) hours, compensation shall be made on the minute basis for time so held.

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

- (a) Operators called in on report shall be paid from the time called. **Operators called in for a specific assignment shall be allowed thirty (30) minutes at the regular rate.** The time shall be paid exclusive of the assignment but cannot be used to compute overtime.
- (b) Operators called in and assigned to a specific crew between 5:00 a.m. and 8:00 a.m. must not be called earlier than **one and one-half (1.5) hours** before departure time from the garage, but, whenever possible, Operators shall be called forty-five (45) minutes before departure time of the assignment.
- (c) Operators assigned to report and later have the assignment changed to an early morning crew, must not be called after 9:00 p.m. and, if called in the morning, not until one (1) hour before the assigned report time.

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

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

24. **REPORTING LATE:**

- (a) An Operator reporting late may be used on any assignment including Report. An Operator shall forfeit seniority rights for the day but shall be used on assignments open after a choice has been made by persons on Report. **There may not be work available for the Operator reporting late.**
- (b) Persons assigned as Report shall be given first selection of assignment, selection to be made by 9:00 a.m.
- (c) In all cases, selection shall be governed by the payment of overtime involved.

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

- (a) Every effort shall be made to grant an employee time off for legitimate reasons.
- (b) Employees who have booked off and have missed two (2) assignments must book-on verbally before 10:00 a.m. on the day of the return to duty, otherwise they shall forfeit their regular signed crew for the following day and be assigned to Spareboard duties and paid on a per minute basis for time worked on the return to work date. A doctor's return to work slip shall be provided to an Officer of the Commission prior to going on duty in cases where the absence exceeds three (3) consecutive days.
- (c) Employees booking-off on AM assignments shall call the office at least thirty (30) minutes before the departure time of the assignment. Employees booking-off on PM assignments shall call the office at least sixty (60) minutes before the departure time of the assignment.

In the event that a Supervisor cannot be contacted, **a message is to be left at 905-685-4228 extension #231**, which will provide at a minimum, the reason for the book-off, the name of the employee, and the telephone number where the employee can be reached if necessary.

**26. DEADHEADING:**

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

**27. TRAVELLING TIME:**

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

**Effective January 1, 2019, pieces of work in all assignments whether with or without guarantee shall begin and end at the garage. Travel time will be paid to Operators when they travel in Commission vehicles to get to or from the location that their route begins or ends.**

Note: Time will be mutually agreed to by both the Commission and the Union, and can be reviewed from time to time to ensure sufficient time is given to start and finish assignments.

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

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

- (a) Operators shall receive an additional twenty-five (25) cents per hour when required to make a traffic check, providing the check sheet is properly filled out and turned into the garage office.
- (b) Operators engaged in training new employees shall receive the amount of (\$1) one dollar per hour over the regular hourly rate.

29. **MEAL ALLOWANCE:**

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

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

- (c) Operators assigned as Report men or called at home or on Commission property for regular assignments within thirty (30) minutes of the starting time, shall be allowed a meal allowance on the basis specified in subsections (d) and (e) of this Article.
- (d) Employees shall sign a receipt when receiving any meal allowance. Receipts must be cashed within 14 days or be forfeited unless the employee is on vacation or absent due to illness.
- (e) Transportation Meals:

<u>July 1, 2016 to December 31, 2016</u>		<u>Effective January 1, 2017</u>	
A.M.	\$ 5.00	A.M.	<b>\$7.00</b>
P.M.	\$ 5.00	P.M.	<b>\$7.00</b>

30. **UNIFORMS:**

- (a) Initial issue will include:-

One (1) 3in1 Jacket

**One (1) Blazer or Two (2) Sweaters or Sweatshirts**

Three (3) pairs of **Pants**

Five (5) Shirts/Golf Shirts

Three (3) Ties

Four (4) Pairs of Socks

One (1) Transit Toque **which may be worn October 16<sup>th</sup> to April 30<sup>th</sup>**

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

Three (3) pairs of **Pants**

Four (4) Shirts/Golf shirts

Two (2) Ties

Four (4) pairs of Socks

One (1) Transit Toque **which may be worn October 16<sup>th</sup> to April 30<sup>th</sup>**

One (1) Sweater or Sweatshirt

Choice of – One (1) Spring Jacket, Blazer, Parka, or 3in1 Jacket

Each pair of pants may be substituted with One (1) pair of Commission issued shorts and crew socks. Socks shall be black, blue or grey in colour.

**The ATU Local 846 logo shall be found on all jackets.**

**Gender-specific clothing items will be made available based on availability.**

A copy of the employee uniform requisition shall be provided to the Union  
**Uniform issues will be reviewed at Union-Management meetings, as required.**

The shoes shall be capable of being polished, black, and are to be worn when on duty. Athletic and deck shoes are unacceptable.

**Effective January 1, 2017, Transportation employees shall receive \$130 per year for the purchase of footwear. Reimbursement for footwear shall be given to an employee upon submission of an original retailer receipt.**

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

Exception: No assessment will be made to retiring employees.

31. **WEARING OF UNIFORMS:**

- (a) Operators reporting for duty shall be required to wear only uniform clothing issued by the Commission.
- (b) At any time when a **blazer** is worn, it is compulsory to wear a tie. The top button of the shirt will be fastened and ties will be properly drawn.
- (c) Commission issued shorts and **crew** socks, may be worn from May 1st, until October 15th. During this period, if a **blazer** is worn, it is compulsory to wear trousers.
- (d) Employees are required to wear the most recent coat, jacket or parka issue when on duty.

33. **RESTRICTED LICENSES:**

- (a) All employees in possession of a valid Class "B" or "C" license, upon ratification of this Agreement shall be required to hold and maintain such license during the course of their employment with the Commission. All new hires shall be required to hold and maintain a valid "BZ" license. Renewal of licenses will be **scheduled and performed by the Commission's Driver Certification Program's Signing Authority upon request** and on the employee's own time. Employees will continue to pay for and process their license and any required documentation with the Ministry of Transportation.

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

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

- (b) An employee shall be granted one (1) Leave of Absence of up to twelve (12) months without benefits for suspension of a classified driver's license. This privilege shall apply once every four (4) years.
- (c) Any employee who loses his/her Class "BZ" or "CZ" license or has his/her Class "BZ" or "CZ" license downgraded, for other than medical reasons, shall be allowed one (1) Leave of Absence of up to twenty four (24) months. Employees will be allowed this leave or any part of it once.

35. **BAIL BOND:**

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

36. **COURT APPEARANCE:**

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

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

The Commission shall provide two hundred (200) pocket size copies of this Agreement that are of a fair size print that makes them easy to read.

The Commission shall also supply twenty-five (25) full size copies and one **editable** electronic copy to the Union Executive.

38. **LEAVE OF ABSENCE:**

- (a) Reasonable Leave of Absence may be granted an employee, without remuneration, and notice in writing of such Leave of Absence shall be given the Union forthwith. An employee engaged in any occupation for gain, during Leave of Absence shall forfeit standing on the seniority list, unless permission for engaging in such occupation for gain has been given to the employee on a basis mutually agreeable to the employee, the Union and Management.

- (b) An employee who at any time is delegated to represent the Union at a Conference, Convention, Course or other Union business, or any employee of the Commission who at any time is appointed to act on any Committee of the Union, shall be granted reasonable time off from duties without pay and without loss of seniority, in order to fulfil the mission, provided that a written request for leave is made ten (10) days in advance for Union Conferences, Conventions or Courses and at least forty-eight (48) hours in advance of any leave for all other Union business. In the event the forty-eight (48) hours notice is not given, the Union shall reimburse the Commission for all overtime incurred, due to the granting of such leave. The request for Leave of Absence by such employee shall be given preference over requests from other employees for Leave of Absence.
- (c) It is understood that Leave of Absence shall not be granted for a period exceeding three (3) months, except in the case of sickness or other extenuating circumstances.
- (d) During a Leave of Absence, because of illness or loss of license, an employee shall keep the Commission advised as to their whereabouts, and in case of illness or injury, the name and address of the attending physician, and shall submit to examination by the Commission's doctor at such time and as often as the Commission desires, as long as they are absent on account of illness or injury. During such absence they shall report or cause to be reported to the Commission, the state of his condition once a week, unless such absence is a predetermined period.
- (e) An employee taking a Leave of Absence to perform service in the Canadian Armed Forces shall be subject to reinstatement under the provisions of the Employment Standards Act. Employees shall also be granted Leave of Absence to enrol in a full-time Civil Defence organization.
- (f) Upon receipt of reasonable notice, the Commission shall grant Leave of Absence without pay or benefits and without loss of seniority to one (1) only employee who is elected or selected for a full-time position with the Amalgamated Transit Union for a period of not more than one (1) term, which shall not be greater than three (3) years. Such leave may be renewed on request at the discretion of the Commission. Should the employee hold any Executive position with Local No. 846, ATU, at the time of his/her election or selection to the Amalgamated Transit Union, he/she shall relinquish such position during his/her tenure with the Amalgamated Transit Union. The employee shall be entitled to return to his/her former position at the expiration of the period in accordance with his/her ability and seniority.

The Commission and the Union shall discuss annually the status of any employee on leave to work with the Amalgamated Transit Union. When the term of three (3) years expires the Commission and the Union shall discuss an extension for the employee.

39. **BEREAVEMENT LEAVE:**

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

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

- (b) Bereavement Leave of one (1) day with pay shall be granted to attend the funeral of sister-in-law, brother-in-law, grandmother, grandfather, niece and nephew. One (1) day shall be granted to attend the funeral of spouse's grandmother, grandfather, niece and nephew.
- (c) Cost to the Commission for Bereavement Leave shall be the actual time lost by an employee during Bereavement Leave.
- (d) Special circumstances may alter requests for Bereavement Leave.
- (e) **Employees must be in active duty or on assigned vacation at the time of death of the family member in order to be eligible for paid bereavement leave.**

40. **MEDICAL EXAMINATION:**

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

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

The Commission will reimburse the cost of all licensing medicals and all medical waivers to a maximum of \$150.

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

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

- (b) Should the Commission require a medical other than for the driver's Class "C" or "B" License, then the cost of the examination will be borne by the Commission. An employee failing to pass a medical examination, may be disqualified from further service by the Commission doctor.

- (c) If, on re-examination by a competent medical authority of his/her own choice, and having prior to examination advised his/her doctor of choice that he/she has been declared unfit for service by the Commission doctor, an employee is deemed fit to resume duties, may appeal the decision of the Commission doctor, the appeal to be made in writing with written proof of the employee's fitness. Cost of re-examination shall be paid by the employee.
- (d) The evidence shall be submitted to the Commission doctor and if the doctor so advises, a consultant doctor or specialist shall be called in. The decision of such consultation shall be binding to both parties.
- (e) Cost of the consultant specialists shall be paid by the employee or their representative, if they are deemed medically unfit to return to work. If they are considered as medically fit to return to work, the cost of the consultant shall be paid by the Commission.
- (f) If, for any reason, an employee is proven unfit to perform his normal duties, every effort shall be made by the Commission to place them in suitable employment before release.
- (g) The cost of medical forms required to be completed to establish or maintain entitlement to Workplace Safety & Insurance Board (WSIB) benefits or Insurance benefits for each separate claim, shall be borne by the employee on first attendance at his physical and thereafter by the Commission at no less than twenty-one (21) day intervals provided that the employee is able to verify that he/she has assumed the costs associated with the first attendance.

**41. HEALTH AND WELFARE:**

All employees shall enrol in OMERS pension plan upon their first full week employed with the Commission.

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

Group benefits shall commence six (6) months after hire date for all new employees.

Dependant coverage will be continued until twenty-one (21) years of age when not in school and twenty-five (25) years of age while attending school.

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

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

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

only, excluding prescribed "over the counter" medication. The Commission shall establish a ten-dollar (\$10) dispensing fee cap on all prescriptions.

Life Insurance - \$40,000

Weekly Indemnity - 80% to a maximum of 40 hours per week  
1st day accident  
1st day hospital  
2nd day sickness  
26 weeks

Hospital - Semi-Private Coverage

Medical and Surgical Service - OHIP

**Shingles vaccine to be covered under group benefits.**

Dental Plan- Current ODA Schedule as supplied by Carrier  
Dental visits for adults to be scheduled at nine (9) month intervals.  
Dental Preventative and Basic coverage is capped at \$2,500/per person per year  
Major dental will be 80% coverage with a \$2,000/year maximum.  
Effective January 1, 2014, Major dental will be 100% coverage with a \$3,000/year maximum.  
Dependant coverage for orthodontics will be eighteen (18) years of age or under. 50% co-insure up to a maximum of \$1,500 lifetime.

Long Term Disability - \$3,000/Month

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

Vision Care- \$300 per family member in any 2 years.  
**January 1, 2017 \$350** per family member in any 2 years.  
Effective January 1, 2014 the Commission shall pay the cost of all eye exams up to a maximum of \$150 once every two (2) years for employees and their eligible dependants.

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

Paramedical Coverage January 1, 2014, \$60 per visit with a maximum of \$1,500 per year.  
**January 1, 2017, \$70** per visit with a maximum of \$1,500 per year.

Ontario Municipal Employees' Retirement System -  
50% paid by employer  
50% paid by employee

**41A. EARLY RETIREMENT:**

- (a) Employees whose age and length of service total ninety (90) may apply for early retirement in accordance with the provisions of the Ontario Municipal Employees Retirement System. Such employees shall continue to receive the following benefits: O.H.I.P., Major Medical, Drugs, Life Insurance, Vision care, Dental and Dependant's coverage to age sixty-five (65).

**The St. Catharines Transit Commission hereby agrees that it shall pay early retirees the benefit in question (i.e. OHP premiums as per Article 41A of the Collective Agreement) effective January 1, 2014 (for the 2014 tax year) on a go-forward basis.**

**Early retirees who are required to pay an OHP premium based on their St. Catharines Transit pension income, will be required to submit a legible copy of their T4A from OMERS to the Payroll Clerk by May 30<sup>th</sup> in the year following the tax year. T4A's received by the Payroll Clerk after May 30<sup>th</sup> (in the year following the tax year) will not be processed and the OHP premium refund will be forfeited.**

**The eligible OHP premium will be refunded by direct deposit by June 30<sup>th</sup>.**

- (b) Employees who have accumulated twenty (20) years service and a minimum retirement age of fifty-five (55) and elect early retirement, but have not obtained the OMERS factor, shall be eligible for the benefits identified in (a) above until the age of sixty-five (65).

**42. FREE TRANSPORTATION:**

- (a) The Commission agrees to issue a non transferable pass to each employee as soon as they become employed by the Commission. Passes to be returned to the Commission if employment is terminated before retirement.
- (b) Passes to remain valid after retirement. Passes are transferable to a dependant spouse following the death of the retired member.
- (c) Eligible Family Dependents will receive a 50% reduction on the purchase of Transit Bus Passes only. The employee will verify dependent status with the Transit Commission.

**43. PARKING**

Sufficient parking is to be provided for employees' automobiles at the Commission's Operations facility. All assignments shall start and finish at the Operation's facility.

**44. HEATING OF BUSES:**

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

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

- (a) An employee who is injured while in the course of his/her employment or work and who is unable to continue because of such injury, shall be paid straight time for the balance of the shift. Such injury must be recorded on forms provided by WSIB.

- (b) When an employee has received approval from the WSIB for an injury claim, or an approved short-term disability claim, they may make arrangements with the Commission for a weekly advance, pending payment from the Board.
- (c) Should it become necessary to go to a physician due to a reported injury at a later date, the employee must notify the employer when making the appointment or immediately after.

46. **STATUTORY HOLIDAYS:**

- (a) Holiday pay of assigned hours including report time shall be paid to employees for each Statutory Holiday listed herein. Spareboard Operators shall receive eight (8) hours pay. Employees on an off-day shall receive eight (8) hours pay at the employee's regular rate.
- (b) Employees required to work on a Statutory Holiday shall be paid at the rate of time and one-half (1-1/2) for all time worked in addition to the Statutory Holiday.
- (c) The Commission recognizes the following ten (10) Statutory Holidays:-
 

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

If Canada Day is moved from July 1<sup>st</sup> the employees will be notified by November 1<sup>st</sup> of the preceding year.

- (d) Such holiday pay shall not be granted to an employee who did not work on the holiday, unless the employee works their entire shift upon their last scheduled working day preceding such holiday and also upon their first scheduled working day succeeding such holiday, except under special circumstances authorized by the Supervisor. Special consideration shall be given to employees who, after extended illness, return to work immediately after the holiday or are absent because of extended illness immediately succeeding the holiday.
- (e) A sign up shall be posted to determine who will be working on any statutory holiday so that it is removed from the bulletin board four days before the statutory holiday.

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

If a Statutory Holiday occurs on an employee's vacation, they shall be allowed a choice of an additional day's pay or an additional day off with pay.

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

- (f) Employees will receive three (3) floater days. This shall be granted, Monday to Friday, and should the selected day fall on an employee's off-day, or during his vacation period, eight (8) hours shall be paid in lieu at the employee's regular rate. **Effective with the 2017 vacation sign up and for the life of the**

**agreement, employees will receive five (5) floater days per year. This shall be granted Monday to Saturday, and should the selected day fall on the employee's off-day then the employee shall be given the option to re-sign the floater day, or receive eight (8) hours pay at the regular rate.**

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

**(h) Discretionary Floater Days**

Effective January 1, 2014, all employees shall be granted two Discretionary Floater days per calendar year to be assigned or paid out (on the basis of an eight (8) hour day) by November 30<sup>th</sup> of the same calendar year. The Commission shall at its sole discretion permit up to a maximum of three (3) employees to take Discretionary Floater days on any day excluding Sundays and Statutory holidays.

The day will be granted on a first come first serve basis, and, in the event of more than three (3) requests for the same day, seniority shall prevail. Requests from employees must be received in writing and provided to the Detail Supervisor in Transportation or the Manager of Maintenance or designate for Maintenance employees.

**Requests must be granted or denied in writing, no less than fourteen (14) days before the requested Discretionary Floater day.**

Once the day has been granted it cannot be taken away. Discretionary floaters may be used retroactively to cover an unforeseen absence if the employee directs the Commission to do so provided it is done prior to the end of the pay period in which the absence occurred.

Requests will be accepted for the current calendar year only.

**Discretionary floaters will be granted to employees hired in the current year in the following manner;**

**2 days if hired during the first sign-up (January-April)**

**1 day if hired during the second sign-up (May-August)**

**0 days if hired during the third sign-up (September-December)**

**47. VACATIONS:**

Vacation Schedule for employees:

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

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

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

4 weeks in the year that the 9th anniversary falls.

5 weeks in the year that the 15th anniversary falls.

6 weeks in the year that the 22nd anniversary falls

The Commission shall allow one (1) additional day's vacation per year over twenty-eight (28) years combined service, up to a maximum of five (5) days. This is effective beginning in the 2011 calendar year.

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

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

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

- (d) Vacations shall be selected over the entire year. The number to be on vacation at one time is to be posted by the Commission in accordance with the working requirements. Preference is to be given during prime vacation time.
- (e) Operators' vacations shall commence on Sunday throughout the year.
- (f) Minimum holidays to be taken at one time - one (1) week. Vacation pay shall be calculated on the current hourly rate on the following schedule.

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

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

Remainder of Employees - Forty (40) Hours.

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

Vacation period may be divided into parts. Employees with four (4) weeks and less shall sign for not more than two (2) weeks vacation during the summer vacation period. Employees with five (5) weeks may select up to three (3) weeks during the summer. Employees with six (6) weeks may select four (4) weeks in

the summer. The weeks must be signed consecutively, providing consecutive weeks are available - otherwise, two (2) separate weeks may be signed.

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

- (h) Operators who do not wish to sign for their total amount of weeks, when it comes their turn to sign, must wait for the remaining Operators to sign before making a further selection - selection to be made according to seniority.
- (i) Written application can be made for the total amount of weeks earned during the summer vacation period, as per 47(g) once every three (3) years under special circumstances. The application must be forwarded before November 1st of the preceding year. The application shall be forwarded through the Union Executive and must outline the reason for the request.
- (j) Employees terminating their service with the Commission shall receive vacation pay at the rate of 2% of gross earnings per week of vacation entitlement in proportion to the amount of money earned in that year, and the percentage allowed according to vacation qualifications. For example, if qualified for two (2) weeks - 4%, three (3) weeks - 6%, four (4) weeks - 8%, five (5) weeks - 10%, six (6) weeks - 12%. An employee leaving the service of the Commission before qualifying for vacation, shall receive vacation pay according to the Employment Standards Act.
- (l) All employees must take vacation, floater days, performance days, and lieu days. Employees are not permitted to work on any of the above listed days.
- (m) Should an employee who has exchanged a vacation time with any other employee in the bargaining unit fail to perform the work in question, the Commission shall be reimbursed by the Union for any premium payment made to have the work in question completed.
- (n) Vacation Exchanges - Once the vacation Sign-up has been completed, vacation exchanges between Operators may be made provided that the Commission is advised by the Union representative of any exchange of vacation. The Operator originally signed up to perform the work in question is responsible to ensure the completion of the assignment during his/her absence and there shall be no grievances filed by the Union, by an Operator of any kind as a result of exchange of vacations or by any other employee in the bargaining unit. If the Vacation Relief assignments have been signed prior to the exchange and a conflict of assignment arises out of the exchange, the Vacation Relief Operator will retain the assignment for which he/she originally signed and the Operator making the exchange will work the Spareboard for the period of the exchange. Off-days for the displaced Operator working the Spareboard shall be as close as is practical to the off-days he/she would have observed had he not been displaced.
- (o) (i) Should an employee's regularly scheduled vacation occur during a period of illness he/she shall receive vacation pay in lieu of vacation upon his return to work.

- (ii) Should an employee become ill during a regularly scheduled vacation period, he/she shall be deemed to be on vacation to the exhaustion of the vacation pay for that vacation period and shall then be eligible to receive Weekly Indemnity benefits thereafter in accordance with Article 41 for the remainder of said illness.
- (p) Should a member retire, or terminate their employment in anyway any vacation weeks unused will be posted for bid by eligible members. There will be the initial posting plus one subsequent posting.

**48. PART-TIME SUPERVISORS:**

Part-time Supervisors shall supervise or drive for a full day only, except in the case of emergency or extenuating circumstances (no other Operators available) or up to four (4) hours for supervisor meetings.

Any member of the Union appointed to the position of Part-Time Supervisor shall be limited to a term of three (3) years. Operators filling the position of Part-Time Supervisor may re-apply **two (2) years after the completion of their term except in the case where there are no other suitable applicants, their term may be extended by six (6) months. This extension may be granted only once per three (3) year term.**

Part-time Supervisors shall be rotated as far as practical.

## **MAINTENANCE SECTION**

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

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

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

- (e) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least twenty-four (24) hours notice to employees affected.
- (f) The starting time of Maintenance employees shall be the same on all days of the week, except in the case where change is necessary to cover a shift where a vacancy is caused by off-days. It shall be mutually agreed on which jobs the change in shifts shall take place.

- (g) (i) In cases where an employee is asked to do an additional assignment which is continuous with, before or after his/her regularly assigned duties, without twenty-four (24) hours advance notice, pay for such additional work shall be paid as provided for in Article 50(a) of this Agreement with his/her regularly assigned duties being paid at the employee's regular rate.
- (g) (ii) In case the regular starting time of an employee is changed without twenty-four (24) hours advance notice, the employee shall be paid at one and one-half (1-1/2) times the regular rate for the first shift.
- (h) No Maintenance employee shall forfeit any time due to change of shift.
- (i) Maintenance employees with thirty (30) minutes or one (1) hour lunch period shall have two (2) ten (10) minute rest periods per shift. Maintenance employees with twenty (20) minutes paid lunch shall have one (1) ten (10) minute rest period per shift. All employees shall be given ten (10) minutes wash-up time, previous to the completion of the shift.
- (j) Staffing of the Maintenance Department on Sundays shall consist of not less than two (2) employees, and on Statutory Holidays shall consist of one (1) employee.
- (k) The complement of the Maintenance Department during the period of this Agreement shall be maintained at eighteen (18) employees on the Departmental seniority list.
- (l) Temporary Vacancies: Positions or vacancies of thirty (30) days or less duration shall be considered temporary and may be filled without bulletin. The senior qualified employee is to be given preference.
- (m) Employees returning after Leave of Absence shall return to their former positions, or within three (3) days, exercise their rights to any position bulletined during such absence, if their ability is sufficient. Employees displaced by their return will exercise their seniority in the same manner.

**50. OVERTIME FOR EMERGENCY CALLS:**

- (a) Time worked by employees in addition to regular assignments continuous with, before or after the regular assigned hours on duty, shall be considered as overtime and shall be paid for on the actual minute basis at one and one-half (1-1/2) times the regular rate, provided, however, that double time shall be paid for time on duty in excess of twelve (12) hours within a twenty-four (24) hour period.
- (b) Employees notified or called to work not in continuous service shall be paid at one and one-half (1-1/2) times the regular rate with a minimum of two (2) hours. Employees shall not be required to lay off during regular assigned hours in order to absorb overtime. Overtime opportunity shall, as far as practicable, be equalized among employees in each classification, excluding mandatory overtime, with such opportunity given first to the employee with the lowest overtime hours calculated from the beginning of the year. Overtime offered to each employee shall be recorded and available for inspection by the Union

representative. Where an employee declines an overtime opportunity it shall be recorded and considered as time worked for purposes of this clause.

- (c) Employees called to report in emergency shall be paid from the time called at one and one-half (1-1/2) times the regular rate, with a minimum of two (2) hours for the emergency. If the employee is held for other work, beyond the time required to complete the emergency, or in emergency beyond the two (2) hours, he/she shall be paid on a minute basis at the rate of one and one-half (1-1/2) times the regular rate for the remainder of the time held.
- (d) Employees sent out on road calls to service vehicles other than those owned by the Commission, shall be paid at overtime rates until return to the garage.
- (e) All overtime shall have prior authorization from the Manager of Maintenance or his/her designate.
- (f) Should overtime be required due to scheduled work, employees will be provided with a minimum of twenty-four (24) hours notice unless work comes open in less than twenty-four (24) hours.

**51. PRESERVATION OF RATES:**

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

**52. MEAL ALLOWANCE:**

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

**53. TOOLS:**

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

**54. TOOL REPLACEMENT:**

- (a) Maintenance employees breaking, wearing out or losing tools on the job may have them replaced upon request.

**55. PROTECTIVE CLOTHING:**

- (a) Maintenance employees, upon receiving permission from management, shall be allowed to purchase standard safety lens glasses, the cost of which is to be determined by the optometrist designated by the Commission. Other employees purchasing safety lenses shall be allowed a rebate of the difference between the cost of standard and safety glass. Where applicable, safety goggles will be provided.

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

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

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

- (d) Sufficient rubber boots, rain hats and rain coats shall be made available to other staff members.
- (e) Maintenance employees shall be reimbursed for the purchase of safety shoes or boots: \$200 Annual Maximum beginning January 1, 2014  
Reimbursement for shoes shall be given to the employee upon submission of an original retailer receipt.

**Effective January 1, 2017, Maintenance employees shall receive \$220 per year for the purchase of safety footwear. Reimbursement for footwear shall be given to an employee upon submission of an original retailer receipt.**

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

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

**57. TRAINING PAY:**

Effective January 1, 2014, Maintenance employees engaged in training will be paid an additional one (1) dollar per hour.

**58. CHARGE HAND:**

Effective January 1, 2014, all Maintenance employees promoted to the position of Charge Hand shall receive seventy-five (75) cents per hour in addition to their regular classified rate of pay.

**59. TIRE MAINTENANCE:**

Effective January 1, 2014, Certified Tire Servicepersons required to work on tires shall receive one (1) dollar per hour above the normal Serviceperson's rate.

**Certified Tire Servicepersons must stay in the position for a minimum of eight (8) consecutive months.**

**60. MAJOR ELECTRICAL APPOINTMENT:**

Effective January 1, 2014, a Mechanic qualified to do major electrical repairs shall be appointed to the position. In recognition of the position, the Mechanic shall receive seventy-five cents (75) cents per hour above the normal Mechanic's rate.

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

- (a) A Sign-up shall be posted at least three (3) weeks in advance to determine the Maintenance employee working on Statutory Holidays.
- (b) All employees are subject to call, should they be required.
- (c) The Employees that work on a Statutory Holiday shall then revert to the bottom of the seniority list for the coming Statutory Holiday.
- (d) The Employee at the top of the list (excluding off-day or vacation) will be required to work the holiday.

An employee may have another Employee work on the holiday for him/her, but is responsible to cover the shift and give notice of the Employee working the holiday to the Manager of Maintenance, five (5) working days prior to the holiday.

- (e) When a Statutory Holiday falls on a Friday or a Monday, the off-day employees shall be given choice of accepting an extra day's pay or having a day off, at an earlier or later date.

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

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

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

- (f) Choice of selection of assignment shall be given according to the regular seniority list.
- (g) New and transferring employees will go to the top of the list when finished their probation.
- (h) Time worked on a statutory holiday shall not be recorded against the employee on the voluntary overtime sheet.

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

- Maintenance Employees

- (a) **The number of employees on vacation in the Mechanics sign-up shall have three (3) vacation spots per week for the entire sign-up so long as only two (2) are on the same shift. The Bodyperson sign-up shall have one (1) vacation spot per week for the entire sign-up.** Service persons shall be limited to one (1) signing spot per shift for the entire sign-up. The minimum vacation to be taken at one time is one (1) week. To a maximum of three (3) weeks during prime time vacation. Maintenance employees shall begin vacation after regular off-days.

- (b) Three (3) Vacation Sign-ups for the following employee classifications shall be posted in the Maintenance Department on the second (2<sup>nd</sup>) Monday in November for the selection of holidays for the coming year.

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

Signing for vacation shall commence on the third (3<sup>rd</sup>) Monday in November. One (1) day, excluding Saturdays, Sundays and Statutory Holidays, shall be assigned to the employees whose names appear on each Sign-up for signing according to seniority. **Following the Vacation sign-up, a Lieu day, Floater, and Performance sign-up will be posted from the remaining time available.**

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

If a Statutory Holiday occurs within a vacation period during the summer months, the employee shall return to work on the scheduled working day after the vacation period. The employee shall be given one (1) extra day's pay, or a day off prior to the vacation, subject to approval. The employee may select a day at a later date in the year, but must make the selection known before going on vacation.

Vacation and Sick Relief employees will be eligible to work overtime on the off day of the employee they are replacing, provided the Commission chooses to use the vacation sick relief position for these duties.

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

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

- (f) Wages including shift premium, shall be paid to employees for statutory holidays, floater day and vacation in cases where the employee receives shift premium while engaged in his/her normal activities.
- (g) Effective dates of General Sign-ups in the Maintenance Department shall **coincide with the Operations sign-up, as per Article 14 (a):**

**Three (3) general sign-ups for the following employee classifications shall be posted six (6) weeks in advance of the effective date unless otherwise agreed upon by the Commission and the Union.**

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

Signing shall begin for all General Sign-ups on the Monday **of the fifth (5<sup>th</sup>) week preceding the effective date of the schedule.** One (1) day, excluding Saturdays, Sundays and statutory Holidays, shall be assigned to the employees whose name appear on each sign-up for signing according to seniority.

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

**63. GENERAL - ALL EMPLOYEES:**

(a) It is agreed that Foremen or Supervisors shall not perform work normally performed by employees covered by this Agreement.

(b) The Commission agrees that it will not create an unnecessary burden on employees by requiring them to do heavy work while working alone.

(c) All Employees covered by this Agreement shall continue to be paid at their regular rate when required to attend a meeting called by an Officer of the Commission.

(i) **DISCIPLINE** - An employee against whom a complaint has been received shall be required to report to an Officer of the Commission. If the employee is required to report outside of his/her regularly scheduled hours he/she shall be requested to meet immediately following the completion of his shift. Meetings of this nature shall be first scheduled within ten (10) working days of the date of the complaint or shall otherwise have been determined to have been abandoned.

(ii) **ACCIDENTS/INCIDENTS** - Accident reports are required. Incident reports are to be completed on request or approval. Thirty (30) minutes at the regular rate will be paid for each report, in addition to any scheduled meetings, provided the report is completed in total and submitted to an Officer of the Commission within twenty-four (24) hours of the occurrence.

(iii) Shop Meetings.

(iv) Formal training, safe driving or upgrading course.  
Exception: Union designate when conducting Union business.

(d) The Commission shall supply and maintain shower facilities for all employees at the Operations Facility.

(e) No employee engaged prior to the signing of this Agreement shall be laid-off as a result of the introduction of assignments without guarantee and/or thirteen (13) hour spread.

(f) Employees who may lose their jobs as a result of automation or technological change, shall be given the opportunity to fill other vacancies in accordance with the seniority and lay-off procedure.

(g) Written job descriptions shall be provided in the Maintenance Department.

(h) The Commission shall have the right to engage up to four (4) temporary employees who are not included in the bargaining unit for the purpose of interior coach cleaning and facilities maintenance during May to August of each year.

(i) Employees shall be considered on probation until they have completed six (6) months employment. If, during the six (6) month period, an employee is absent for any reason other than legal strike, the probationary period shall be extended in accordance with the time lost.

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

**64. PAY DAY:**

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

**65. PERIOD OF AGREEMENT:**

- (a) This Agreement shall remain in effect for a period of **forty-two (42) months from July 1st, 2016 through to December 31st, 2019**, inclusive, and thereafter, from year to year, unless notice in writing is given by either party ninety (90) days prior to the expiry date, that it desires to terminate, revise or amend the Agreement.
- (b) This Agreement represents the full terms and conditions of employment affecting employees in the bargaining unit and replaces all other understandings and practices whether oral or written. It is provided that the parties hereto, as long as this Agreement continues in force, may vary or modify any term hereto by mutual consent, evidenced in writing.

**66. WAGE RATES**

	July 1 2016	January 1, 2017	January 1, 2018	July 1 2018	January 1, 2019	July 1 2019
Operators	28.32	28.67	28.89	29.18	29.47	29.77
ParaVan	22.82	23.17	23.39	23.68	23.97	24.27
<b>(protected at \$5.50 below Operators' rate of pay)</b>						
Break Allowance	--	\$400	\$400	--	\$400	--
Caretaker	27.57	27.92	28.14	28.43	28.72	29.02
<b>(protected at 75¢ below Operators' rate of pay)</b>						
Maintenance Employees						
Mechanic 1	33.93	34.35	34.61	34.96	35.31	35.66
Bodyperson	33.93	34.35	34.61	34.96	35.31	35.66
<b>(protected at 75¢ below Operators' rate of pay)</b>						
Servicepersons	27.57	27.92	28.14	28.43	28.72	29.02
Major Electrical	75¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr
Shift Differential	50¢/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr
Charge Hand	75¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr	75¢/hr
Tire Maintenance	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr	\$1/hr

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

Operator Initial Training - Minimum Hourly Wage or \$10 per hour, whichever is greater.

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

The training period for a Mechanic or Bodyperson shall be a period of one (1) month. During this period, the rate shall be twenty-five (25) cents below the top hourly rate. Shift differential of fifty (50) cents per hour shall be paid to Maintenance employees on shifts beginning at 1:00 p.m. or thereafter.

**Effective January 1, 2017 a shift differential of one dollar (\$1) per hour shall be paid to Maintenance employees on shifts beginning at 1:00 pm or thereafter.**

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

**RATES OF PAY WILL BE:**

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

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

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

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

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

- (a) Servicepersons - \$0.60 below the top hourly rate for the classification during the first three (3) months in the new position.

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

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

- (b) Employees transferring from one department to another will have their rate adjusted by \$0.60 per hour on the initial transfer only.

**69. MECHANIC'S AND BODYPERSON'S TECHNICAL QUALITY (TQ) LICENSES**

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

**70. SAFETY OF VEHICLE**

The Commission complies with generally accepted industry practice and relevant legislative requirements under the Occupational Health and Safety Act. The Commission takes all reasonable steps to acquaint its employees with their rights and duties in the workplace and applicable regulations and procedures for protecting their health and safety.

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

**71. ACCIDENT REVIEW COMMITTEE**

The President/Business Agent of the Union will appoint two bargaining unit members to this Committee.

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

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

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

**72. VIDEO CAMERAS**

- (a) The Commission may install cameras on its properties and in vehicles for security purposes, and for the review of accidents. There are no other exceptions.
- (b) The Commission shall not use security cameras for disciplinary purposes of its employees. The only exception shall be regarding an employee who may be involved in criminal activity or the tampering of the video equipment, in which case would be reviewed by the Police, the Commission and the Union.

## LETTER OF UNDERSTANDING

### *RE: REHABILITATION POSITIONS*

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

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

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

Dated: October 18th, 1990

## LETTER OF UNDERSTANDING

### *RE: SERVICEPERSON 'B'*

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

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

Dated: October 25th, 1990

## LETTER OF UNDERSTANDING

### *RE: PARAVAN OPERATORS*

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

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

Dated: November 8, 2000

## LETTER OF UNDERSTANDING

### *RE: LATE NIGHT SERVICE*

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING

*Re: No Rotation of Maintenance Department Shifts*

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

## LETTER OF UNDERSTANDING

### *Re: Filling of Mechanic 1 Assignment*

The St. Catharines Transit Commission and the Amalgamated Transit Union, Local 846 agrees to the following language regarding the filling of mechanic's positions.

In the case where a Mechanic 1 assignment requires that the successful applicant work alone for any portion of an assigned shift, this assignment must be filled by a employee who is in possession of a valid Class "A", "B", "C" or "D" license. This applies to an employee who fills such a position on a permanent or temporary basis.

In the case where a qualified employee loses his valid Class "A", "B", "C" or "D" license in between sign-ups, this employee will be subject to reassignment for the remainder of the sign-up period, as arranged between the Manager of Maintenance and a Local 846 ATU Representative.

Dated: July 27, 2009

## LETTER OF UNDERSTANDING

### *Re: Scheduling Committee*

The St. Catharines Transit Commission and the Amalgamated Transit Union Local 846 agree to the following language regarding the establishment of a Schedule Review Committee.

This Committee will function for the duration of this Collective Agreement and meet at least once prior to the posting of the next scheduled sign-up. This meeting will not take place if both parties agree that it is not necessary. (i.e. there are few or no changes to the run schedules). The Committee will be comprised of up to 3 participants each from the Commission and the Union. The Union representatives will be appointed by the President of the Union. The Commission will provide a draft schedule to the Union prior to the first meeting. The Committee is established to provide the Union an opportunity to review the draft schedule and provide management with their feedback and input. It is recognized that Management continues to have the final decision on all run schedules.

Dated: July 1, 2013

## LETTER OF UNDERSTANDING

*Re: Confederation-Brock*

The Transportation Department is requesting that a special agreement be reached with Local #846 A.T.U. concerning the Confederation-Brock route which would be beneficial to both parties.

For the September 1998 sign-up, we would be allowed to exceed 84 hours over two weeks (Article 13d) and also, there would be no lunch reliefs on the Confederation-Brock crews (Article 21). This arrangement would be in effect until the end of the September 1998 sign-up at which time we would re-evaluate this agreement.

Dated: July 22, 1998

## LETTER OF UNDERSTANDING

### *IMT & RG Crews*

The Amalgamated Transit Union, Local 846 and the St. Catharines Transit Commission are in agreement to the following changes to the Collective Agreement effective September 4, 2011.

#### Article 12 (a) (ii)

- A maximum of **twenty four (24)** signed split assignments is permitted within a thirteen (13) hour spread. For the period from the end of the university year to Labour Day a maximum of **fourteen (14)** assignments within a thirteen hour spread. All remaining signed assignments within a twelve hour spread.

#### Article 13(d) (iii)

- A total of **twenty four (24)** signed assignments without guarantee and/or thirteen (13) hour spread. For the period from the end of the university year to Labour Day a maximum of **fourteen (14)** assignments within a thirteen (13) hour spread.

The agreed changes to the Collective Agreement are with the understanding that the Transit Commission will provide two (2) day assignments with a twelve (12) hour spread for the Inter- municipal bus service effective September 4, 2011. Both parties agree that the Inter-municipal routes will not require a lunch break. Further, should the Inter-municipal bus service be withdrawn at any date, or if the Transit Commission is no longer able to provide the two (2) day assignments, the changes in the Collective Agreement will return to the prior language.

Dated: March 9, 2011

## LETTER OF UNDERSTANDING

### *Re: Maintenance Vacation Sign-up*

The St. Catharines Transit Commission and the Amalgamated Transit Union, Local 846 agrees to the following language regarding the additional vacation days earned after twenty-eight (28) years service.

The extra vacation days will be signed individually during the Floater/Performance Days Sign-up unless; the employee has earned five (5) days in which he/she may sign for one (1) week's vacation on the Vacation Sign-up.

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

Dated: February 1, 2008

## LETTER OF UNDERSTANDING

### *Re: Overtime Equalization in the Maintenance Department*

This letter of understanding will serve to clarify the wording contained within article 50(b) of the Collective Agreement. This letter is in addition to article 50(b) and does not supersede it or any other article of the Collective Agreement.

The following procedures for overtime equalization apply to mechanics and servicepersons.

- One overtime log will be maintained for mechanics and a separate log for servicemen. New logs will commence on January 1 of each year and expire on December 31 of the same year.
- Starting on January 1 of each year overtime will be called in seniority order, the senior employee being called first. After the seniority list has been exhausted once, the employee with the least number of overtime hours will be called first.
- Under normal circumstances the difference in overtime hours between any two employees will be 8 hours or less, unless an employee is on vacation, or otherwise unavailable for overtime in which case the gap can be greater.
- An employee who has a low number of overtime hours due to an absence other than vacation and who is interested in working overtime upon his return, shall upon returning to work be logged as having the average number of overtime hours of all employees on that date.
- For the purpose of tracking overtime hours, an employee who has refused overtime will be logged as if he had worked the number of hours refused.

This letter of agreement is effective on January 1, 2009.

## LETTER OF UNDERSTANDING

*Re: Banking Overtime*

The St. Catharines Transit Commission and the Amalgamated Transit Union Local 846 agree to the following language regarding the banking of overtime in the Maintenance Department.

Any overtime hours earned can be banked to be used at a later date. All banked hours will be taken as straight time. Requests to use banked overtime will be made at least 48 hours prior to the date to be taken. It is at the discretion of the Manager of Maintenance or the Maintenance Supervisor whether to grant the request.

Dated: April 23, 2015

## LETTER OF UNDERSTANDING

### *Re: Mechanic Relief Position*

The Maintenance Department may create one Mechanic Relief Position as follows:

- (a) Without hourly guarantee and hours as scheduled by the Commission. A day shift vacancy which the Commission wishes to fill, which is known to be 5 consecutive working days or longer, will be offered first to afternoon shift mechanics, in seniority order, then to the relief person.
- (b) In the event of a bargaining unit lay-off the person on this position would be first to be laid off,
- (c) The person on this position will start to accumulate seniority after 1040 hours worked, however the person on this position will not be included in any sign-up, unless there is a full time mechanic vacancy available.
- (d) Benefits will include weekly indemnity, major medical, dental, vision care, OMERS as per law,
- (e) Overtime will be calculated as follows, after eight hours/day; after forty hours/week.

Dated December 1, 2013

## LETTER OF UNDERSTANDING

### *Re: Student Co-op Placements*

This letter of understanding will confirm that the Commission may, from time-to-time, accept the placement of students enrolled in a Mechanic's Co-op program at a recognized educational institution. The student(s) will be paid minimum wage with no benefits. The period of time which a particular student works and the work shifts will be in accordance with the school's curriculum. The student mechanic will never work alone. The student mechanic will be afforded the opportunity to learn his/her trade while performing basic mechanic's duties and assisting permanent mechanics in the Maintenance Department. The student mechanic will not be used to perform the duties of a Serviceperson. In the event of a reduction in workforce, the student will be laid off first, before any permanent employee.

The above does not prevent the Commission from placing co-op students for no compensation.

All other provisions of the Collective Agreement remain in effect.

Dated: December 1, 2013

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives on this 25th day of August, 2016, A.D.

**FOR:**

**THE ST. CATHARINES TRANSIT COMMISSION**

\_\_\_\_\_  
Mr. Rick Werner, Chairman

\_\_\_\_\_  
Mr. Dave Sherlock, General Manager

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Mr. Graham Morrison, Manager of Transportation

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Mr. Terry Leslie, Manager of Maintenance

\_\_\_\_\_  
Mr. Tim Luey, Manager of Finance and Administration

**FOR:**

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

\_\_\_\_\_  
Mr. Rob Llord, President/Business Agent

\_\_\_\_\_  
Mr. Steve Beaudry, Vice President

\_\_\_\_\_  
Mr. Stuart McLean, Recording Secretary

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Ms. Claire Camden, Financial Secretary

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Mr. Sean Book, Executive Member-Transportation

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Mr. Jaret Anderson, Executive Member–Maintenance