

THIS AGREEMENT

DATED THE 1st Day of September, 2014

Between:

SAINT JOHN TRANSIT COMMISSION

Hereinafter called the "Commission"



THE AMALGAMATED TRANSIT UNION

LOCAL 1182

Hereinafter called the "Union"

SAINT JOHN

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**Effective September 1, 2014 to January 1, 2020**

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# **ARTICLE 1 – GENERAL**

## **SECTION 1 – PURPOSE OF AGREEMENT**

The general purpose of the Agreement is to establish mutually satisfactory relations between the Commission and its employees in order to facilitate the provision of effective and efficient public transit services, to provide the procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages, for all employees who are subject to the provisions of the Agreement.

Each party shall co-operate in an unprejudiced effort to understand and appreciate the problems, difficulties, and points of view of the other party, and, in a spirit of conciliation and fairness, shall discuss and endeavor to work out solutions, mutually satisfactory and beneficial in respect to all matters coming within the scope of this Agreement.

The Commission and the Union desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Commission shall print, at their own cost, sufficient copies of the Agreement in booklet form for all employees.

## **SECTION 2 – CLARIFICATIONS**

Whenever the plural is used in this Agreement it shall include the singular and vice versa, unless the context requires otherwise.

Whenever the female or male gender is used in the Agreement, it shall be considered to include both female and male, unless the context suggests otherwise.

Whenever this Agreement refers to number of days and does not specify consecutive days, these days shall not include Saturdays, Sundays, and Paid Holidays.



## **ARTICLE 2 – MANAGEMENT RIGHTS**

The Union recognizes the right of the Commission to operate and manage its business and also recognizes that, subject to the provisions of this Agreement, the right to hire, promote, demote, set service levels, discipline, suspend, or discharge any employee for just cause, is the sole function and responsibility of the Commission.

It is recognized that the Commission has the right to make and enforce reasonable rules and regulations governing its business and operations. The Commission, however, shall not issue any rules or regulations that conflicts with or violates any provision of this Agreement. The Commission agrees to provide a copy of all new or altered rules or regulations to the Union for their information and shall also meet with the Union for discussion purposes prior to implementation of such new or altered rules or regulations, and they shall be subject to the grievance and arbitration procedures.

## **ARTICLE 3 – UNION RECOGNITION**

### **SECTION 1 – UNION REPRESENTATION (Scope Clause)**

The Commission recognizes the Amalgamated Transit Union, Local 1182, as the sole, exclusive bargaining unit for all employees of the Saint John Transit Commission, except for the following: foreperson, dispatchers, supervisors, persons above the rank of supervisors, and office clerical staff.

The Commission recognizes that if the operators of the Handi-Bus service come under the control and jurisdiction of the Commission they shall be considered as new positions and members of Amalgamated Transit Union, Local 1182.

The Commission shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit. No employee or group of employees in the bargaining unit shall undertake to represent the Union at meetings with the Commission without the proper authorization of the Union. In representing an employee or group of employees of the bargaining unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out, the Union shall supply the Commission with the names of its officers or appointed representatives. Likewise, the Commission shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

## **SECTION 2 – NEW POSITIONS**

On the creation of a new position not covered by this agreement, the Commission and the Union shall meet to negotiate the status of the position. If it is determined that the new position is in the bargaining unit, the union shall have the right to negotiate the wage rates for this new position. If no agreement is reached, the dispute shall be submitted to binding arbitration.

## **SECTION 3 – BARGAINING UNIT WORK**

The Commission agrees that any non-union employee shall not perform any work covered by classification in this agreement except in cases of instruction, emergency, investigation, inspection, or assistance requested by a Union member. This section does not preclude warranty work being done by an Original Equipment Manufacturer or its agent, provided the Union is notified in advance of the work to be done.

It is not the intent of the Commission to perform bargaining unit work. However, when a vehicle is in revenue service and a member of the bargaining unit is not immediately available; a non-union employee of the Commission may drive until the situation is resolved.

## **SECTION 4 – APPOINTMENTS & PROMOTIONS**

When a new position is created, or when a vacancy occurs due to illness, injury, retirement, or resignation of an employee, either inside or outside the bargaining unit, the Commission shall post a notice of the position on all notice boards for a minimum of one (1) week so that all employees shall know about the vacancy.

On making appointments or promotions to positions within the Commission, the Commission shall first give full consideration to the qualifications of members of the Union who apply for such positions, before looking to hire outside the bargaining unit.

Such notice shall contain the following information: type of position, qualifications required, education, skills, shift, hours of work, and hourly wages for hourly wage positions.

No outside advertisement, for any position covered by this Agreement shall be placed until the applications of present Union members have been considered and no suitable bargaining unit employee is found to be qualified.

Following the appointment of any member of the Union to a position not covered by this Agreement, as defined by Union Representation scope clause, that employee may remain a “member at large” of the Union.

## **SECTION 5 – UNION-MANAGEMENT MEETINGS**

For the purpose of discussing and conferring with respect to any matter that concerns the Commission/employee relationship, duly authorized representatives of the Commission shall meet at any reasonable time with the Union Executive. The Union Executive and any changes in the Executive that may occur from time to time shall be communicated in writing to the General Manager of the Commission.

The Commission agrees to hold one (1) Union/Management meeting per month, if requested, to be held on the last Friday of each month or a day mutually agreed upon. An International Vice-President and/or technical advisors may, at the request of the Union, participate in any meeting between the Union and the Commission.

For all meetings of the Union and the Commission, called by the Commission, the regular wages that would have been earned by the Union members up to (8) eight or (10) ten hours, depending on their shift, excluding days off or missed hours beyond their regular shift, shall be paid by the Commission.

## **SECTION 6 – STRIKES & LOCKOUTS**

It is agreed that there shall be no strikes, walkouts or lockouts as defined by the New Brunswick Department of Labour, or general meetings during working hours of employees covered by this agreement or any other interruptions of work during the term of this Agreement. The foregoing does not limit meetings of the Union as long as the employees scheduled to work are not forced off, or asked to leave their duties.

## **SECTION 7 – RECOGNITION OF LEGAL PICKET LINES**

All employees covered by this Agreement shall have the right to refuse to do the work of striking or locked out employees from any other employer.

The employees covered by the Agreement shall not be required to cross legally established picket lines as defined by New Brunswick legislation.

Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

## **SECTION 8 – SALE OF BUSINESS**

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

## **SECTION 9 – BULLETIN BOARD**

The Commission shall provide bulletin boards in a mutually satisfactory location for use by the Union in posting notice of Union activities. All notices must be signed by an officer of the Union.

## **SECTION 10 – UNION MEMBERSHIP**

No employee shall be discriminated against or discharged for their membership or participation in activities of the Union which are considered lawful under the labour laws of the Province of New Brunswick.

## **SECTION 11 - UNION NEGOTIATING COMMITTEE**

For the purpose of negotiating a collective agreement, the Union Negotiating Committee shall consist of not more than four (4) Executive members of ATU Local 1182 and may also include an International Representative and a technical advisor.

## **SECTION 12 – ERRORS**

Errors made in detailing of work shall be reimbursed to the first affected employee only. All employees have an obligation to report the error in advance when they are aware of such errors. The first employee shall be reimbursed the actual time including time and one half (1 1/2), if applicable, that he or she would have been eligible for.

## **ARTICLE 4 – DUES CHECK-OFF**

Every employee in the bargaining unit shall be a member in good standing of the Union, as a condition of employment. The Union shall contact the Commission in writing when the member or members are not in good standing as set out by the Constitution and General Laws of the Amalgamated Transit Union or Local 1182 By-Laws. No employee shall lose his or her employment under this clause until fourteen (14) days' written notice has been given by the Union's internal procedures dealing with members not in good standing. The Commission agrees, when authorized in writing by the Union, to deduct from the wages of each bargaining unit employee, union initiation fees, fines and dues laid down by the Constitution of the Amalgamated Transit Union and the By-laws of Local 1182. New employees shall pay all initiation fees and dues to Local 1182, along with assessments that are in place. In the event that an employee does not receive a pay cheque in the week in which union dues are deducted, the deductions shall be made from his or her next pay cheque, along with the regularly scheduled dues payment. The Commission shall submit to the Financial Secretary of Local 1182, Amalgamated Transit Union, a complete list of all bargaining unit employees, with the dues cheque, on a weekly basis, designating opposite the name of each employee the amount deducted, or if no deduction was made, the reason why. The Commission shall supply to the Union in February of every year a list of all bargaining unit employees showing their current names, employee social insurance numbers and the total amount of union dues collected for the previous year. In addition, the addresses and telephone numbers shall be provided. The Commission shall record on the T-4 slip of each employee, the actual amount of union dues deducted during the previous year. The Union agrees to save the Commission, harmless against any and all liability, which may arise by reason of check-off by the Commission of union dues, initiation fees and dues from employees' wages in accordance with the Agreement.

## **ARTICLE 5 – SENIORITY**

### **SECTION 1 – RULES FOR SENIORITY**

a) The parties agree that seniority is an exclusive right and under the jurisdiction of Local 1182 of the Amalgamated Transit Union.

b) In the event there are multiple new employees hired in the transportation or maintenance department on the same date, seniority in their department shall be based on the date and time the Employee starts their training with the Saint John Transit Commission.

c) A seniority roster covering all employees shall be posted in a place accessible to all employees. The roster shall show the employee's name, classification and earliest date of full-time hire.

d) If the Union determines that an employee shall lose seniority for not being a member in good standing of A.T.U., Local 1182, the Commission shall be notified in writing by the Union of the change and the intended impact on the employee's seniority rights. The Commission is not responsible for any decision made by the Union with regards to seniority rights.

e) The seniority roster shall be revised in January of each year. Any objections pertaining to the seniority roster shall be made within thirty (30) days. All objections shall be filed with the Union Executive.

f) In all cases where employees are equally qualified, seniority shall prevail in the selection of work assignments, promotions, dealing with applications for leave of absence, selection of vacation periods, and in the laying off or re-hiring of laid off employees.

When overtime assignments are available at posting time (s), employees shall be asked by seniority if they want to work overtime for that posting. If they decline the overtime, they shall not be asked again for the duration of that posting.

g) All employee promoted to a position not covered by this agreement shall retain and continue to accumulate seniority in the group from which promoted for a period of ninety (90) consecutive days, provided the employee pays all Union dues, fines and assessments during the ninety (90) consecutive days. During this ninety (90) consecutive days, the employee has the right to revert back to their former position, giving sufficient notice for replacement in the event the employee is dissatisfied with the new position, and/or Management also has the right to place the employee in their former position should, solely in the opinion of Management, the employee's services in the new position be unsatisfactory.

h) Should a Maintenance employee wish to transfer to the Transportation Department, they shall be given the opportunity to do so provided a vacancy exists and provided they can acquire the proper driving license class required.

i) Should a Transportation employee wish to transfer to the Maintenance Department, they shall be given the opportunity to do so, provided a vacancy exists and they have the proper



qualifications. The following Maintenance positions are considered semi-skilled: stock person, washers and cleaners, janitors, tire person, service person and building maintenance. All other positions are considered skilled and require **NB MVR (T &T) or NB MVR (BR)**.

j) In all applications for a department transfer by an employee, the Commission shall be expected to consider only the experience or qualifications which are outlined on the application form. In addition, the employee's job performance shall be considered.

k) After such employee has served ninety (90) consecutive days in such temporary classification and provided their work is satisfactory to the Commission, they shall, at their request, be allocated a permanent classification. Seniority in the previous department is lost after the ninety (90) day temporary period and seniority in the new position shall begin as of the day the employee transferred to the new department.

## **SECTION 2 – LOSS OF SENIORITY**

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

- 1) Voluntary termination of employment by the employee;
- 2) Discharge for just cause not reversed by the grievance procedure or arbitration;
- 3) After a layoff if the employee fails to return to work within ten (10) working days after he has been notified by the Commission by registered mail or fails to advise the Commission within ten (10) working days of receipt of notice to return to work of his intention to return. Due consideration shall be given to cases where the employee, through reasons beyond his control, is unable to report on the date and at the time specified.
- 4) When Local 1182 members determines a member or members are not in good standing.

## **SECTION 3 – LAYOFF AND RECALL**

The Commission agrees that at least thirty (30) calendar days' notice shall be given of its intention to close down any part of its operation and of its intention to decrease the number of personnel employed through a lay-off.

The Commission agrees that in the event of a lay-off, employees shall be laid off in the reverse order of their union seniority list and where it is necessary to recall employees following lay-off; laid-off employees who have maintained their position on the union seniority list shall be recalled in the reverse order in which they were laid-off, provided they have the necessary qualifications to perform the work required for an available position.

Laid-off employees, who have maintained their position on the union seniority list, shall have a right for recall by that seniority for a period of twelve (12) consecutive months after being laid-off to any union position for which they have the necessary qualifications. After a twelve (12) consecutive month period in laid-off status, employees shall be terminated.

If a laid-off employee fails to maintain current contact information with the Commission, the Commission shall not be responsible for a failure to reach such employee for recall. If the Commission is unable to contact an employee they shall send a registered letter to the last known address on file with the Commission and if the registered letter cannot be delivered or if there is no response to the registered letter within ten (10) days of the letter being sent, it shall be deemed to mean the employee has resigned from the Commission.

All employees on lay-off when contacted for recall must report back to work within fifteen (15) calendar days. The failure of any recalled employee to report within fifteen (15) calendar days of being recalled, or on mutually agreed start date, shall be deemed to mean the employee has resigned from the Commission.

A laid-off employee recalled within the twelve (12) month period shall retain their sick day accruals in place at the time of the lay-off and shall accrue vacation entitlement during the layoff period provided the employee maintains union dues. Such employees shall have their Life, Health, and Dental benefits; and their Long Term Disability benefits reinstated within thirty (30) calendar days of continuous service after recall, if they were eligible for those benefits at the time of the lay-off. Furthermore, such employees shall have their Defined Contribution Pension Plan (DCPP) benefits reinstated within thirty (30) calendar days of continuous service after recall, provided they have remained in the plan during their lay-off period, and have not withdrawn their contributions before their account has been vested. If recalled employees have chosen to withdraw their non-vested contributions while on lay-off and been removed from the DCPP, the employers portion of their plan contributions shall be returned to the Commission, and the recalled employee shall be required to serve the full waiting period of 1560 continuous hours before being eligible to be reinstated in the DCPP.

All employees moved from a full time position to the Extra Board as a result of a lay-off shall retain their sick day accruals effective at the time of being moved to one of these positions. While on the Extra Board these employees shall accrue vacation entitlement but shall not be



able to book paid vacation entitlements. Sick day accruals and vacation entitlement shall be retained, but cannot be used while in these positions.

Employees on a lay-off status shall retain their position on the union seniority list and shall accumulate seniority on the union seniority list while laid-off provided they pay all Union dues, fines, and assessments during the time of the lay-off for a period of up to twelve (12) consecutive months. If an employee fails to pay the above dues, fines and assessments, this employee shall be removed from the seniority list and the Commission shall be advised of their status. Such employee would lose recall rights at this time.

#### **SECTION 4 – SENIORITY FOR LAY-OFF AND VACANCY**

An employee, whom is given notice of layoff, shall be able to apply overall seniority to all classifications covered under this agreement:

- a) Provided there is an employee with less seniority
- b) Provided the employee has the qualifications and ability to perform the duties of the employee that they are displacing.
- c) There shall be two (2) departments, Transportation and Maintenance.
- d) The seniority of employees who transfer from the Transportation department to Maintenance, or vice versa, to fill a full-time vacancy shall begin as of the first day in the new department.

#### **ARTICLE 6 – LEAVE OF ABSENCE**

##### **SECTION 1 – UNION BUSINESS LEAVE**

The Commission shall pay the wages of the Union Executive or delegates up to an amount of six hundred (600) hours per calendar year to be used for Union activity. All time used in excess of the six hundred (600) hours shall be billed back to the Union at the full hourly wage rate plus the employer portion of CPP and EI. Payments shall be for lost wages only, and shall not include days off or missed hours beyond their regular shift and would never exceed a maximum of eight hours

or ten hours, depending on their shift, in any one day. During such leave, the Commission agrees to pay its normal share of Pension, Life, Health and Dental Insurance Benefit Premiums on behalf of employees. The six hundred (600) hours per year is a calendar year limit and is not cumulative.

For the purpose of meeting with the Management of the Commission to negotiate this collective agreement, up to three hundred sixty (360) additional paid hours shall be available for a period of ninety (90) days before to ninety (90) days after the expiry of this collective agreement.

Any three (3) employees who may be elected as an officer in the Union, or as a delegate to a convention of the Amalgamated Transit Union, the Canadian Labor Congress of Canada, or the New Brunswick Federation of Labor, shall, upon request to their respective manager, be permitted to be absent from work.

The President, Vice President, Secretary-Treasurer of the Union, or substitutes for them shall, upon request to their respective manager, be permitted to be absent from work for the purpose of devoting time to the interests and welfare of the Union or for other purposes.

The Union President or his designated representative, with the approval of the manager of his department, shall be given time off with pay to meet with new bargaining union employees for orientation within seven (7) days after completion of training.

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

## **SECTION 2 – MATERNITY/ PARENTAL/ ADOPTION LEAVE**

An employee shall be granted leave of absence under this section, without pay and without loss of seniority, and shall be administered in accordance with the provisions of the Employment Insurance Act. During such leave the Commission agrees to pay its normal share of Life, Health and Dental Insurance Benefit Premiums on behalf of employees. In addition, the employee must pay all Union dues, fines and assessments.

### **SECTION 3 – EMPLOYEE PERSONAL LEAVE**

Leave of absence, up to six (6) months, without pay and benefits, but not loss of service, and agreed to by the Commission, shall be granted to any employee requesting such leave. Such request shall be made in writing by the employee expressly stating the reason for the request and be given to the department head at least fourteen (14) calendar days in advance of the requested leave date. The employee may be granted an additional leave of absence, but they must report and request same. Leave of absence shall not be granted for the purpose of engaging in work outside the service of the Commission and, if an employee on leave of absence does engage in other work, this may be considered grounds for termination.

Employees on leave of absence must file and maintain their correct mailing address with the Commission and the Union.

The employee on leave must report back to work when their leave expires. The failure of any employee to report within fourteen (14) working days of their being expected to return to work shall be deemed to mean they have resigned their position.

Pension, Life, Health, Dental Insurance Benefits premiums shall not be paid by the Commission while on leave authorized under personal leave. In addition, the employee must pay all Union dues, fines and assessments.

### **SECTION 4 - LOSS OF LICENSE**

### **A. Driving Under the Influence or Loss of Points**

Employees who lose their license as a result of a conviction for D.U.I (Driving under the Influence) while driving a vehicle other than the Commission's shall be given a leave of absence, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. An employee who pleads not guilty to a charge of D.U.I. (Driving under the Influence), shall not be able to return to work until a final decision is made by the court. A second occurrence shall result in loss of employment.

Employees who lose their license for reasons provided by the Motor Vehicle Registration's point system shall be given a leave of absence, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required license restored in order to operate a Saint John Transit vehicle. Ignition interlocks shall not be installed on Saint John Transit vehicles.

Pension, Life, Health and Dental Insurance Benefit Premiums shall not be paid by the Commission while on leave of absence for loss of license. In addition, the employee must pay all Union dues, fines and assessments to the Union.

### **B. Medical Condition**

If an employee loses his license for a medical condition, benefits shall continue as long as they are on sick days or L.T.D.

## **SECTION 5 – JURY DUTY OR CROWN WITNESS**

The Commission agrees to reimburse all employees for lost wages serving as a juror or when called as a Crown witness. Jury duty and witness fees shall be deducted in determining lost wages. No payment shall be made for regular days off. When an operator is serving jury duty or called as a Crown witness, and is released before their scheduled work assignment commences, or before the termination of their scheduled work assignment, they should immediately report to the dispatcher and shall be subject to the direction of the dispatcher for that day. The operator should not have to work after their scheduled work assignment for that day terminates. When a maintenance employee is serving jury duty or called as a Crown witness, and is released early in

the day, they should report for work as soon as possible in order to reduce the amount of lost wages. The Maintenance employee should not have to work after their scheduled work assignment for that day terminates.

## **SECTION 6 – SUBPOENA OR SUMMONS TO GIVE EVIDENCE**

In a case where the Commission or a legal authority issues a lawful subpoena or a lawful summons to give evidence, requiring an employee to provide evidence regarding accidents, collisions, or any other matter involving their employment, or the employee is taken off duty by the Commission and requested to provide such evidence, the employee shall be paid the same pay as they would have received had they been working at their regular employment. Reimbursement of employees' pay shall be forthcoming upon presentation of an original court receipt or other proof of attendance and any attendance fees received by the employee shall be turned over to the Commission.

## **Section 7 – Bereavement Leave**

- a) In case of death in the immediate family (current spouse, common law spouse, same sex partner, child, step-child, mother, father, sister, brother, step parent) employees shall be granted leave of absence, with pay, up to forty (40) hours immediately following the day of death, and or including the day of death. This provision is intended to reimburse employees for lost wages only while on bereavement.
- b) In case of death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, the day of the employee's grandmother or grandfather, employees shall be granted leave of absence, with pay, for up to twenty-four (24) hours immediately following death, and or including the day of death. This provision is intended to reimburse employees for lost wages only while on bereavement.
- c) In case of death of an aunt, uncle, brother-in-law, sister-in-law, such employee shall be granted leave of absence, with pay, for the day of the funeral, provided they attend the funeral.
- d) The Commission recognizes that upon the death of a fellow employee or retiree, two (2) Union Executives shall be granted time off their regular scheduled shift to attend the funeral without loss of pay.

If, while an employee is on vacation, paid holiday, or floater holiday and a death occurs in the family, those hours that they would have been entitled to shall be taken immediately after their vacation, paid holiday, or floater holiday.

## **ARTICLE 7- HOURS OF WORK**

Subject to provincial hours of regulation for driving, no employee shall drive in excess of sixteen (16) hours in any twenty-four (24) hour period between (12:01 a.m. to 11:59 p.m.) without being off work for at least eight (8) straight hours before returning to work. It is understood that this shall mean that an employee shall return to his/her regular shift later than the scheduled report time.

## **ARTICLE 8 – EMPLOYEES’ SICK TIME**

### **SECTION 1- ACCUMULATION AND CALCULATION**

The Commission shall provide to employees a sick leave plan for the purpose of compensating employees who miss work as a result of their personal illness as outlined in the following paragraphs.

All full time employees shall be eligible to accumulate sick time beginning on the first day of the month following their 1,560 (fifteen hundred sixty hours) probationary period. Employees may accumulate sick time up to a maximum accumulation of two thousand (2000) sick hours.

#### **A) SICK PAY ACCUMULATION**

1) Employees with less than five hundred (500) hours of accumulated sick time credited; sick time accumulation shall be as follows:

- Shall earn ten (10) hours credit, following any month in which the employee has not reported sick or been on demand leave.

2) Employees with five hundred (500) or more hours of accumulated sick time credited; sick time accumulation shall be as follows:



- Shall earn twelve (12) hours credit, following any month in which the employee has not reported sick or been on demand leave.

## **B) SICK PAY CALCULATION**

Sick pay shall be based on eight (8) ten (10), or twelve (12) hour segments, depending on the scheduled shift missed due to illness.

- 1) Employees with less than five hundred (500) hours of accumulated sick time; sick pay shall be as follows:

Seventy-five per cent (75%) of the employee's hourly rate, exclusive of premiums (8, 10 or 12 hour segments as outlined above), with a reduction of one hundred per cent (100%) of the sick pay (8, 10, or 12 hour segments as outlined above) from the employee's Sick Pay Accumulation.

- Example # 1: Six (6) hours pay on an eight hour shift with a corresponding eight (8) hour accumulation deduction.
- Example # 2: Seven and one-half(7.5)hours pay on a ten (10)hour shift with a corresponding ten (10) hour accumulation deduction
- Example #3: Nine (9) hours pay on a twelve (12) hour shift with a corresponding twelve (12) hour accumulation deduction

- 2) Employees with five hundred (500) hours to one thousand four hundred and ninety-nine (1499) hours of accumulated sick time; sick pay shall be as follows:

- a) One hundred per cent (100%) of the employee's hourly rate, exclusive of premiums (8, 10 or 12 hour segments as outlined above), for the first forty (40) hours in a calendar year, consecutive or cumulative, with a reduction of one hundred per cent (100%) from the employee's Sick Pay Accumulation.

- Example #1: Eight (8) hours pay on an eight (8) hour shift with a corresponding eight (8) hour accumulation deduction.
- Example # 2: Ten (10) hours pay on a ten (10)hour shift with a corresponding ten (10) hour accumulation deduction
- Example #3: Twelve (12) hours pay on a twelve (12) hour shift with a corresponding twelve (12) hour accumulation deduction

- b) Seventy-five (75%) of the employee's hourly rate, exclusive of premiums(8, 10 or 12) hour segments as outlined above) after forty (40) hours in a calendar year with a corresponding reduction of seventy-five per cent (75%) from the employee's Sick Pay Accumulation.

- Example #1: Six (6) hours pay on an eight (8) hour shift with a corresponding six (6) hour accumulation deduction.
- Example # 2: Seven and one-half (7.5) hours pay on a ten (10)hour shift with a corresponding seven and one-half (7.5) hour accumulation deduction
- Example #3: Nine (9) hours pay on a twelve (12) hour shift with a corresponding nine (9) hour accumulation deduction

3) Employees with one thousand five hundred (1500) hours or more of accumulated sick time; sick pay shall be as follows:

One hundred per cent (100%) of the employee's hourly rate, exclusive of premiums (8, 10 or 12 hour segments as outlined above), with a reduction of one hundred per cent (100%) from the employee's Sick Pay Accumulation for the duration of the illness.

- Example #1: Eight (8) hours pay on an eight (8) hour shift with a corresponding eight (8) hour accumulation deduction.
- Example # 2: Ten (10) hours pay on a ten (10)hour shift with a corresponding ten (10) hour accumulation deduction
- Example #3: Twelve (12) hours pay on a twelve (12) hour shift with a corresponding twelve (12) hour accumulation deduction

## **SECTION 2 - PROVISIONS REGARDING SICK TIME**

- Employees who book off sick after reporting for work for their regular shift on their regular scheduled working day shall have the option of claiming a paid sick day at the sick time rate of pay calculation outlined in Section 1(B) or the actual hours worked, but not both.
- All employees who do not work their full shift on their regular scheduled day before or after a paid holiday, shall not be paid for the holiday or the day missed, unless they bring in a medical certificate verifying illness within (five) 5 working days after returning to work. All employees who do not work their full shift on their regular scheduled working day before or after a scheduled vacation shall not be paid for the day missed, unless they bring in a medical certificate verifying illness within (five) 5 working days after returning to work. The above shall not apply to an employee who has been granted leave without pay, by the Commission, for one of the days outlined in this paragraph, or for an employee who reports within two hours of his report time as outlined under the Late For Work Assignments -Article 40(b).



- Sick leave credits shall not be earned while on U.I.C., L.T.D., personal leaves of absence or while on Work Safe NB after sixty (60) consecutive days regardless of the number of hours accumulated.
- When sick, employees must book back to work before the work is posted on the day before to be eligible for their signed shifts or work assignments the following day.
- When an employee submits a return to work doctor's note with a return to work date, they shall be deemed to return to work on that day. If the employee is unable to return to work on that date, they shall communicate this with the Commission before the work is posted no later than the day before their date of return. An additional doctor's note, explaining the need for an extension shall be required within five (5) days of the initial planned return to work date.
- Employees on sick leave shall continue to be eligible for full Pension, Life, Health and Dental Insurance Benefits.

### **SECTION 3 - MEDICAL EXAMINATIONS, APPOINTMENTS AND RECORDS**

1. When an employee's sick time has exceeded forty (40) hours in a calendar year, the department manager or their designate shall require that employee to produce a doctor's certificate for the sick time and also may require the employee to produce a doctor's certificate as to the employees' fitness to return to work. The Commission shall not pay any expenses for these certificates.

Employees may request sick time for a minimum of two (2) hours and up to four (4) hours off their work assignment to attend medical appointments, provided they advise the department manager or their designate before the work is posted for the day of the appointment. The Employer may at any time request verification by the medical examiner of the appointment's date and time. Time off for appointments is included in the calculation of sick time. This provision shall not impact accumulation rights under Section 1(A)

2. The Commission may require an employee at any time to undergo, at the Commission's expense, a medical examination by a doctor designated by the

Commission, with the view of determining their fitness to carry on or resume their work.

In the event an employee is found medically unfit for duty by the Commission's medical examiner, the Commission agrees that any certificate presented by such employee from any physician indicating a different diagnosis to that of the Commission's medical examiner, shall require a third diagnosis by a physician which shall be final and binding for the employee.

All employees, upon request, shall be permitted to examine and copy their medical examination reports.

#### **SECTION 4 – RETIREMENT BENEFIT**

At the time of retirement, employees shall be entitled to request a payout of accumulated sick time at a rate of 50%. In order to access this payout an employee must have accumulated a minimum of eight hundred (800) sick hours.

#### **SECTION 5 - DEMAND LEAVE**

When an employee calls in and demands leave from the employer, he/she may be subject to an interview with management at the discretion of the Commission.

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#### **ARTICLE 9 – MODIFIED DUTIES FOR MEDICAL REASONS**

If an employee presents to the Commission a written recommendation from their health care professional that he/she is unable to work in accordance to the normal requirements of his/her job, that employee shall be required to have his/her health care professional fill out a "functional abilities form". Upon receipt of this "functional abilities form", the Commission, with the Union, shall develop a modified duty work assignment from available work, provided that the employee can work for at least four (4) hours in a day. Pay for modified work shall be for actual time worked.

## **ARTICLE 10 – EMPLOYEE TRANSPORTATION**

All employees shall be granted non-transferable passes during the month following the first full month of service for free transportation over the routes of the Commission. Employees at all times shall surrender their seats to non-employees.

An employee shall surrender their pass on termination of their employment with the Commission.

The Commission shall present a "Retired Employee" pass to those employees retiring. Any member of the Amalgamated Transit Union, upon presentation of their Union Card, shall be permitted to ride, free of charge, on buses operated by the Commission.

The Commission shall allow employees' spouses to purchase monthly passes at a reduced rate provided the spouse can be defined as the spouse under the Commission Health Benefits Plan. Any employee caught abusing this privilege shall face discipline under terms of this Agreement.

## **ARTICLE 11 – DIRECTIVES**

### **a) Service Stability**

Every employee shall follow the directives of Management or a Lead Hand. If the employee has a concern with the directive, they should advise the Management or Lead Hand of their specific concern.

Should any employee take exception to any directive given to them by Management or a Lead Hand, and believes that the Collective Agreement will be violated; they shall not refuse, but may file a grievance in accordance with the grievance procedure as set out in this Agreement.

In the event of a disagreement between an Operator and the Maintenance Department, as to the serviceability of a bus, such disagreement shall be settled by the garage Lead Hand in charge of the garage floor.

### **b) Commission Directive**

Every employee shall be expected to adhere to directives issued from the Commission.

### **c) Safety Regulations**

The Commission and the Union recognizes it has legislative requirements under Work Safe New Brunswick.

All employees have the right to refuse work they believe is dangerous to their health or safety, or to that of others

Both the Commission and the employee are required to follow the instructions or policies of Work Safe New Brunswick.

Final responsibility for the safety of the passengers and/or the vehicle rests with the operator of the vehicle. Operators shall not endanger the safety of passengers or the vehicle by following directions or instructions in violation of the law that could jeopardize the safety of either.

## **ARTICLE 12 – COMPLAINT INVESTIGATION**

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

- a. A complaint is an allegation of improper conduct received by the Commission from a member of the public regarding the actions of an employee or employees.
- b. If a complaint is to be considered for disciplinary action, it must be forwarded, in writing, by the complainant to the Commission within sixty (60) days of the incident in question. If such a complaint is not received within the above time limit, the incident/complaint shall not be considered for discipline.
- c. Nothing herein shall prevent the Commission from interviewing employees concerning verbal complaints or e-mails. However, verbal complaints must be outlined in written form and signed or e-mails must be signed to result in disciplinary action.

## **ARTICLE 13 – DISCIPLINE & DISCHARGE**

- a.) Nothing in the following provision shall effect the right of the Commission to discharge or discipline employees for just cause.
- b.) The Union agrees that it shall not in any way interfere with the right of the Commission to discipline or discharge employees for just cause, provided employees who consider themselves unjustly treated shall have the right to file a grievance in accordance with the grievance procedure as set out in this agreement.
- c.) Supervisors may give verbal warnings to employees prior to any document warnings being administered.
- d.) Incidents including insolence, insubordination, and the disregarding of directives may result in discipline, up to including dismissal.
- e.) No disciplinary document shall be placed in the employees file without first providing a copy to the employee involved and a Union Executive. This includes all documents which might be used in the assessment of any disciplinary action.
- f.) The Union Executive or employee shall acknowledge receipt by signing the file copy. By signing the file copy, the Union Executive or employee does not necessarily agree with the contents of the document.

- g.) The record of a disciplinary action, or an adverse notation shall not be referred to or used against an employee at any time, including arbitration hearings after eighteen (18) months following such action, unless the discipline is of a severe nature, in which case the record of the disciplinary action shall not be referred to or used against the employee at any time after twenty-four (24) months following such action.

**For the purposes of this article, discipline considered to be severe in nature would include conduct that results in disciplinary action at the level of a suspension for three (3) days or greater.**

- h.) All employees shall have the right to examine their record but no more than once per month.
- i.) The Union Executive shall have access to an employee's record if so authorized by that employee in writing.
- j.) When an employee is directed to appear before Management personnel for all matters that involve discipline, Management shall so advise the employee of his right to have a representative of the Union Executive attend the meeting. If Union representation is desired, the employee must arrange for this representation within a reasonable time, which shall not exceed two (2) working days. Waiver forms shall be supplied by the Union and must be properly signed by employees who wish to decline Union representation.
- k.) All disciplinary action taken against an employee shall be imposed within seven (7) days after the Commission has concluded its investigation.
- l.) Should it be found upon the Commission's investigation, in accordance with the provisions of this Collective Agreement, that an employee has been unjustly suspended or discharged such an employee shall be immediately re-instated in his/her former position, without loss of seniority, and shall be compensated for all time lost.

### **Specific Penalty of Discharge:**

A progressive line of discipline shall be followed except when a specific penalty of discharge may occur. There is a specific penalty of discharge for any of the following offences:

- a) Theft from the Commission; Permission may be granted to remove items of a nominal value;



- b) Consuming an intoxicating beverage, or non-prescribed drug, for other than medicinal purposes, while on duty.
- c) Being impaired while on duty by reason of consumption of an intoxicating beverage, or drug, for other than medicinal purposes.
- d) Vandalism of property belonging to the Commission or its' employees, on Commission property.
- e) The grievance procedure shall apply to all cases where a specific penalty may be imposed; but in arbitration, the only matter that can be grieved is whether the offense did in fact occur. The arbitration shall not be able to change the specific penalty if an offense is substantiated. Nothing in this provision shall affect the right of the Commission to discharge or discipline employees for just cause, and the question of whether just cause for discharge or discipline exists, in any other case, shall be determined without regard to the existence of this provision.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

Should any difference arise between the Commission and the Union, or between the Commission and any employee, as to the interpretation, application, or alleged violation of the provisions of this Agreement, or as to any matter affecting an employee, such difference or grievance shall be reduced to writing and settled without any strike or lockout in accordance with the procedures set out in this article.

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Commission in the manner provided in the grievance procedure.

A grievance shall define the article(s) of the Collective Agreement or past practice that has been violated. It is also understood that all applicable articles in this agreement relating to the grievance shall be included.

For the purpose of the above paragraph, past practice is defined as any current practice that is being followed by the Commission and the Union that has not been duly changed by notification from the Commission in writing.

The employees of the Commission shall be represented by the Union Executive for grievances. It is understood that not more than one (1) employee shall be re-imbursed by the Commission for lost time; it being further understood that the one (1) employee being re-imbursed shall be the

President or their designate in the absence of the President. The Union Executive Grievance Committee shall consist of not more than three (3) employees.

### **GRIEVANCE PROCEDURE - STEP 1**

Within ten (10) days of an alleged violation of the provisions of this agreement or past practice, it shall, in the first instance, be taken up verbally by the employee affected or by the employee with Union representation, with their Department Manager, or their designate, who shall communicate their decision to the employee within five (5) days after being advised of the difference or complaint.

If the employee is not satisfied with the decision, they may request that the Union representative make verbal presentation of their difference or complaint to the same Department Head or their designate for re-consideration.

### **GRIEVANCE PROCEDURE - STEP 2**

Failing settlement under the preceding paragraph the grievance shall, within a further ten (10) days be reduced to writing and submitted by the Union to the General Manager or his designate, who shall communicate their decision to the Union within ten (10) days after being so advised of the grievance.

### **GRIEVANCE PROCEDURE - STEP 3A**

Failing settlement under the preceding paragraph, the Union shall have the option of making a written request for a review by the Board of Commissioners, requesting mediation, or going directly to arbitration. If requesting a review by the Board of Commissioners, or requesting mediation, the Union must make this written application within ten (10) days of being notified in the previous paragraph. The Board of Commissioners shall respond to the Union on whether it shall hear the case at the next scheduled Board of Commissioners' meeting. If the Board of Commissioners decides to hear the case, the meeting to hear the case shall be at that same meeting. The Board of Commissioners shall hand down its decision within five (5) days of the meeting and so advise the Union.

The Board of Commissioners agrees to pay two (2) Union employees for lost wages, at their hourly rate, exclusive of premiums, for the time lost from their regular work on the day of the meeting to meet with the Board. Employees shall return to work their regular shift.

### **GRIEVANCE PROCEDURE - STEP 3B**



## **GRIEVANCE MEDIATION PROCESS**

1) Where a grievance has not been resolved to the satisfaction of either party to the grievance through the internal grievance resolution process, they shall notify the other party of their desire to proceed to interest-based grievance mediation. Grievance mediation is a voluntary process which can be an effective alternative to grievance arbitration for Management and Labour to solve problem. The parties, through the assistance of a mediator, shall attempt to resolve the grievance through negotiation, therefore, allowing the parties to control and shape the settlement. Grievance mediation does not interfere with the rights of the parties to the arbitration process.

2) The grievance mediation process shall be confidential, voluntary, informal, and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. The appointment of the mediator shall be made by the designated representative of the parties, except when requesting the services of a mediator from the Department of Advanced Education & Labour.

3) Where the parties are interested in using the mediation process, the parties agree to the following:

a) Either party may suggest to the other that a grievance filed under the collective agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion. The parties shall use an Agreement to Mediate, signed by both parties, if both parties agree to proceed to grievance mediation.

b) Grievance shall only be referred to mediation if both parties agree.

c) The representatives attending mediation sessions shall have the authority to settle the grievance. No legal counsel shall attend the mediation process.

4) **MEDIATION TIME LIMITS**

a) If an agreement to Mediate is signed by both parties, the period of time from the date it is completed by the parties until (1) one party revokes, in writing, the reference to mediate, or (2) the mediation ends (whether successfully or not), is to be excluded from the computation time under the steps of the grievance mediation process.

b) Mediation ends in accordance with the provisions specified in the Mediator Appointment Agreement.

5) **MEDIATION RESULTS**

- a) If the mediation resolves the grievance, the Mediator shall provide the parties with a report outlining the settlement.
- b) If the mediation does not resolve a grievance, either party is free to continue proceedings to resolve the grievance.

The time limits set forth may be extended by mutual consent of the parties.

## **ARTICLE 15 – ARBITRATION**

### **STEP 4 OF GRIEVANCE PROCEDURE**

- a) Where a dispute has not been settled in the grievance procedure and either party decides to submit that dispute to arbitration that party shall, within thirty (30) days of the Commission decision notify the other party in writing of the intention to go to arbitration.
- b) The party to whom the notice of arbitration is given shall meet with the other party within ten (10) days after it receives the notice to determine if an agreement can be reached. At such meeting if no agreement is reached, the method of arbitration shall be determined.
- c) Unless either party disagrees, the dispute shall be determined by a sole arbitrator. In the event of any such disagreement, the dispute shall be determined by an Arbitration Board composed of three (3) persons.
- d) The Arbitrator or Arbitration Board shall have the power to determine its own procedure and it shall give full opportunity to both parties to present all evidence which they may consider relevant. The Board shall have power to determine the issue in dispute, but shall have no power to amend or in any way modify the terms of this Agreement or to make a decision which conflicts with any clause of the Agreement.
- e) **Single Arbitrator** – If the dispute is to be determined by a single Arbitrator, and if one party has named an arbitrator and the other party fails to name an arbitrator within twenty (20) days of receiving notice of the other party's nomination, then the first party may request the Department of Labour to appoint an arbitrator on behalf of the other party. If the two (2) parties fail to concur in the appointment of an Arbitrator within this period of time, then either party may request the Department of Labour to appoint an arbitrator. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay 50% of the remuneration and expenses of a single arbitrator.
- f) **Arbitration Board** – If the dispute is to be determined by an Arbitration Board, then each party shall name one (1) nominee and the two (2) nominees shall, within twenty (20) days of their appointment concur in the appointment of an arbitrator who shall be the Chairperson of the Arbitration Board. If the two (2) nominees appointed by the parties fail to concur in the appointment of an arbitrator within this period of time, then either party may request the Department of Labour to appoint an arbitrator. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board and shall be final and binding on both parties.

- g) Each party who is required to name a nominee to the Arbitration Board shall pay the remuneration and expenses of its member to the Board and fifty percent (50%) of the remuneration and expenses of the Chairperson or sole Arbitrator.
- h) If the decision on any matter of difference or grievance is in favour of the employee, their record shall be corrected accordingly, and they shall be re-imbursed for any expenses reasonably incurred for attending the arbitration hearing.
- i) The Arbitrator shall be expected to hand down their decision within ninety (90) days after the completion of the arbitration hearing.
- j) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter/modify penalties imposed as a result of disciplinary action, except where a specific penalty of discharge exists and the facts are substantiated as outlined under the specific penalty for discharge section of this contract.

## **ARTICLE 16 – SHIFT POSTERS**

### **Shift Posters:**

The following principals shall be considered in the development and utilization of various shift posters.

The Commission and all employees recognize that seniority shall prevail for the signing of shift poster. In the development of shift posters the Commission recognizes the importance of creating as many straight shifts as possible. The Commission and the Union recognize the benefits of ten (10) hour work shifts and that ten (10) hour shifts are an asset to an efficient transit operation. Any reduction in the number of ten (10) hour shifts, not related to an overall reduction in service or the size of the workforce, shall only be done with full disclosure and discussion of the reasons to the Union. Shifts shall be developed on the premise of eight (8) and ten (10) hour shifts, with the emphasis on ten (10) hour shifts where possible.

The Commission also understands that shifts shall be made to insure days off and shift times do not change or rotate.

## **ARTICLE 17 – VACATIONS**

## **SECTION 1 – VACATION ENTITLEMENT**

All full time employees who have been in the continuous service of the Commission shall be entitled to vacation as follows:

- a) Less than one (1) year shall be granted vacation pay of one (1) day per month employed up to a maximum of ten (10) days in the following calendar year. Pay shall be 8 (eight) hours per vacation day earned. Employees with 5 or less days earned shall sign for one week, but shall only be paid for the days earned. Employees with 6 to 10 days earned shall sign two weeks, but shall only be paid for the days earned.
- b) Two (2) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 2<sup>nd</sup> (second) anniversary falls.
- c) Three (3) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 4<sup>th</sup> (fourth) anniversary falls.
- d) Four (4) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 8<sup>th</sup> (eighth) anniversary falls.
- e) Five (5) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 15<sup>th</sup> (fifteenth) anniversary falls.
- f) Six (6) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 22<sup>nd</sup> (twenty-second) anniversary falls.

## **SECTION 2 – VACATION RATE OF PAY**

Vacation pay for a full time employee shall be 40 hours at their regular hourly rate for each week of vacation to which they are entitled, provided they have received credit for a minimum of two hundred (200) days in the previous year as outlined below.

For the purpose of computing an employee rate of pay for vacation, credit shall be given for the following days;

- a) For all days worked (including days worked on off days)
- b) For periods of leave of absence for any reason taken at the request of the employee not to exceed twenty (20) working days per calendar year;
- c) For all days on which an employee is absent from work as part of their annual vacation or on paid holidays;
- d) For all days while the employee is on employer paid sick leave;

- e) For Union time granted under the "Leave for Union Business" article except in the case when such leave extends beyond 180 calendar days.
- f) For all time on Work Safe NB up to a maximum of 180 calendar days.
- g) There shall be no credit given for time on LTD.
- h) There shall be no credit given for time worked as an Extra Board Operator.

If an employee does not receive credit for at least two hundred (200) days as outlined above, vacation rate of pay shall be reduced in the same proportion as the number of days credited compares to two hundred (200).

### **SECTION 3 – VACATION POSTERS**

The Manager of Transportation and the Manager of Plant and Equipment shall establish vacation posters for their respective departments. The posters shall be established on the basis of sufficient staff being retained in both departments to fill all transportation and maintenance requirements of the Commission without having to pay excessive overtime rates to the employees relieving those employees on vacation. The vacation poster shall be spread over the entire calendar year or a sufficient portion of the year to provide for the vacation mentioned above on the basis of a maximum number of operators and maintenance employees off on vacation at any one time. The Manager of Transportation and the Manager of Plant and Equipment shall determine this maximum number. The Commission is prepared to consider any recommendation the Union wishes to make regarding vacation schedules. The vacation poster shall be posted no later than October 15<sup>th</sup> of the current year for signing. Employees shall commence signing their vacation on the first Monday in November of the previous year in which the vacation is to be taken. It shall be a minimum of four (4) employees in the Transportation Department who shall sign on that day and a minimum of four (4) employees shall sign each day thereafter, until the poster is completed. Prior to posting, the Vacation Poster shall be prepared and a copy submitted to the Union President or his/her designate. Employees shall sign the Board by seniority.

Transportation employees shall sign by seniority all vacation and floater holidays when it is their time to sign the first poster of the year.

If, in the opinion of the Union Executive an employee is unduly delaying their choice, the Union Executive shall have the right to by-pass or sign up that employee on the Board.

#### **Transportation Department Minimum**

The Commission agrees to allow the level of weeks of vacation available for operators as per the following schedule:

- a) Prime time shall be the thirteen (13) weeks prior to Labour Day.
- b) Prime Time – not less than five (5) operators out.
- c) March break – not less than four (4) operators out.
- d) Christmas' and New Year's week – not less than four (4) operators out.
- e) All other times – not less than two (2) operators out
- f) No operator shall sign more than two (2) weeks' vacation during Prime Time.

### **Maintenance Department Minimums**

For the purpose of the Maintenance Department vacation sign-ups, the following limits on the number of employees allowed off on vacation or floater holidays in one (1) week shall apply

1. No more than two (2) mechanics off in any one (1) week, only one (1) of which can be an evening, night, relief or weekend shift.
2. No more than one (1) service person can be off in any one (1) week. (The remaining service person shall be required to change their shift if directed by the Manager of Plant and Equipment.)
3. No more than one (1) licensed body person off in any one (1) week.
4. No more than one (1) employee off in any other classification in any one (1) week.

### **SECTION 4 – VACATION PROVISIONS**

At the completion of their employment with the Commission, an employee shall be paid out for their next year's vacation accrual at the rate of two (2) %per week of "vacation entitlement" on their accumulated earnings as of their date of employment completion.

Employees shall sign for their vacation based on seniority in their department. Under no circumstances shall an employee be allowed to work during their vacation period. Under no circumstances can an employee change, exchange or be bumped from his/her vacation once he/she has signed the vacation poster.



## **ARTICLE 18 – PAID HOLIDAYS and FLOATER HOLIDAYS**

### **SECTION 1 – PAID HOLIDAYS COVERED UNDER THIS AGREEMENT**

The following paid holidays shall be holidays with pay for all full time employees covered by this Agreement along with any additional statutory holidays declared by the Government of New Brunswick or the Government of Canada as a result of legislation.



New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	New Brunswick Day
Employee's Birthday	Floater for Easter Monday

After a full time employee has completed thirty (30) days of service they shall be eligible for paid holidays providing they have received wages for working or vacation from the Commission for eighty (80) hours in the thirty (30) days immediately preceding the paid holiday.

Paid holidays shall be paid at eight (8) or ten (10) hours depending on the employees regular shift. If service is operated on a paid holiday, employees selected to work shall be selected by seniority with the understanding that a certain designated number of employees, as determined by the Commission, must work.

Employees working any of the Paid Holidays defined above, shall be paid a rate one and one half (1 ½) times their regular rate for all hours worked in addition to eight (8) or ten (10) hours for the paid holiday. No additional premiums shall be paid.

Employees who have a paid holiday (as outlined in Section 1) fall during their vacation or on their day off shall be able to float that holiday to another day on the Floater Board or be paid out.

## **SECTION 2 – FLOATER HOLIDAYS**

Separate Floater Boards to sign floater holidays shall be set up in the Transportation Department and in the Maintenance Department. These Floater Boards shall remain open for the entire year. Only one employee may be off in each department on any one (1) day. Floater Boards shall not include paid holidays.

Floater Board signing for employees shall be as follows:

- Any employee choosing not to sign his/her floater holidays in his seniority spot must choose from days that are left after all other employees have had the opportunity to sign.
- Floater holidays must be signed seven (7) days before the day to be taken, unless the Commission agrees it is able to spare the employee for that date.
- A request for a change of days signed on the Floater Board must be submitted in writing seven (7) days ahead and must be approved by the Department Head or designate with a copy to be given to the Union.
- When a floater holiday comes open due to a change, the vacancy shall be posted to be signed by overall seniority.
- Any floater holiday not used must be signed on the Floater Board with the signing of the September for October poster or the day shall be paid out.
- In the Maintenance Department only, employees on one (1) person shifts may only sign floater holidays at the discretion of the Commission. The Commission may be prepared to ask day shift maintenance employees if they wish to take a different day off and work the one (1) person open shift at time and one half (1 ½) to replace one (1) person shift employee on a floater holiday.

## **SECTION 3 – SELECTION OF EMPLOYEES TO WORK ON A PAID HOLIDAY**



- a) The Commission shall determine the number of employees required to work on a paid holiday to meet the service that the Commission decides to offer.
  
- b) Extra Board operators shall be required to work Victoria Day, Thanksgiving Day and Boxing Day before all other operators are canvassed to work. If other operators are required to work, the selection process outlined in Section 3 (c) of this article shall be followed.
  
- c) Employees shall be asked to work in the following order:
  - 1.) Employees who would normally work on that day, if it were not a paid holiday.
  - 2.) The most senior employee who meets the above criteria shall be asked first if they would like to work and it shall continue down the seniority list until the required quota is met.
  - 3.) If, after the preceding, the required quota has not been met, employees who would normally be off on that day, if it were not a paid holiday, shall be asked by seniority.
  - 4.) If the quota is still not met, the extra board operators shall be required to work before full time employees.
  - 5.) If after all the above employees have been asked to work and the quota has still not been met, employees who would normally work on that day if it were not a paid holiday, shall be required to fill the balance of the required quota on the basis of least seniority.
  
- d) The Commission recognizes it is in the best interest of all concerned to finalize who shall be working on paid holidays as early as possible and shall conclude this selection at least seven (7) days prior to the paid holiday, but not more than twenty-one (21) days prior to the paid holiday.
  
- e) Once a selection has been finalized and an employee has made a selection to work on a paid holiday he cannot decide not to work at a later date, cannot be bumped off his selection and cannot change the shift originally selected and signed.

## **ARTICLE 19 – EXCHANGES of SHIFTS and “OFF DAYS”**

### **SECTION 1 – EXCHANGING OF “OFF DAYS”**

An employee may exchange shifts with another employee provided the following is strictly adhered to:

- 1) No additional cost to the Commission;
- 2) Supervisor is advised, in advance, by the employee requesting the change but no later than 5 p.m. the day before the exchange, signed by both employees;
- 3) All exchanges must be completed within the current poster;
- 4) In no instance can one (1) employee pay the other employee to work for him;
- 5) Supervisors must authorize all exchanges. (special events - no exchanges shall be permitted)
- 6) An employee who does not complete his obligation with an exchange shall lose their exchanging of "off days" privileges for a period of six (6) months.
- 7) Exchanges or trades shall only be granted if they do not violate the Article on "Hours of Work".

## **SECTION 2 – EXCHANGES OF SHIFTS ON THE SAME WORKING DAY**

Employees must receive permission in advance in order to trade shifts on the same working day and such changes shall not be approved if they violate the Article on "Hours of Work".

## **SECTION 3 – EXCHANGING OVERTIME**

Overtime assignments cannot be traded.

# **ARTICLE 20 – DISCRIMINATION AND HARASSMENT**

## **SECTION 1 – DISCRIMINATION**

The Commission and the Union agree that they shall not discriminate against any employee or customer because of age, marital status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation, nor because of Union membership or status in a Union, or any other prohibited ground of discrimination as set out in the Human Rights Code.

## **SECTION 2 – HARASSMENT**

The Union and the Commission recognize that there is a policy of zero tolerance for harassment. Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Employee or customer complaints of alleged harassment shall be handled with all possible confidentiality by a Joint Committee consisting of the Union President or his designate and the Manager of the Commission. It is the intention of the parties that such complaints shall be resolved within seven (7) working days. If the committee is unable to provide a decision acceptable to the complainant, then the Commission, in consultation with the complainant, shall make a decision as to the consequences of the action which may include a suspension or up to and including discharge.

## **SECTION 3 – SEXUAL HARASSMENT**

The Union and the Commission recognizes that there is a zero tolerance for sexual harassment in the workplace. Sexual harassment shall be defined as: 1) inappropriate touching, including touching which is expressed to be unwanted; 2) suggestive remarks or other verbal abuse with a sexual connotation; 3) compromising invitation; 4) repeated or persistent leering at a person's body; 5) demands for sexual favors and 6) sexual assault. Employee complaints of sexual harassment shall be handled with all possible confidentiality by a joint committee consisting of the Union President or their designate and the Manager of the Commission and is the intention of the parties that such complaints shall be resolved within seven (7) working days. Upon the recommendation of the Committee or through a resolution of any complaint of sexual harassment, if a transfer of any employee is required, the transfer shall, if possible, be of the employee who committed the act of harassment. If the committee is unable to provide a decision acceptable to the complainant, then the Commission, in consultation with the complainant, shall make a decision as to the consequences of the action which may include a suspension or up to and including discharge.

## **SECTION 4 – ASSAULT**

The Union and the Commission recognize that there is a policy of “No Tolerance” for assault on the property of the Commission.

## **SECTION 5 – EMPLOYEE ABUSE FROM THE PUBLIC**

The Commission recognizes that its employees may be subject to verbal, psychological and/or physical abuse from members of the public. The Commission shall take reasonable and positive action when advised of abuse issues to correct these abuse concerns.

## **ARTICLE 21 – PROBATIONARY PERIOD**

All employees shall serve only one probationary period. The probationary period shall be one thousand five hundred sixty (1,560) hours. Employees may be released from employment at any time for the first seven hundred eighty (780) hours without the Union having the right to grieve the decision beyond Step 1 of the grievance procedure. After the first seven hundred eighty (780) hours up to the completion of the probationary period, employees shall have protection up to Step 2 under the grievance procedure, without the right for any arbitration. The Union shall have the right to be kept informed of a probationary employee's performance if the Union so requests.

## **ARTICLE 22 – PAYMENT OF WAGES**

The wages for all employees shall be paid weekly. Payday shall be on Thursday, unless a paid holiday falls on Thursday, then it shall be the day before.

Payment of wages shall be by Direct Deposit in a banking institution selected by the employee.

If the Commission fails to complete the Direct Deposit, they shall make arrangements to those employees affected to be issued a cheque in the appropriate amount.

## **ARTICLE 23 – TRAVELLING EXPENSES**

Any employee away from Saint John on authorized Commission business shall be paid at their regular rate for their regular work day under this Agreement while they are away from Saint John. An employee away on their day off shall be adequately compensated by trading their day off or paying them a regular day's pay or some form of mutually agreeable form of compensation. Reasonable expenses shall be allowed to all employees away from Saint John on Commission business. The employees have the right to refuse to take their own car on a trip.

## **ARTICLE 24 – HOURS WORKED CALCULATION**

The Commission shall use a payroll system that shall pay actual time worked to the exact minute.

## **ARTICLE 25 – EMPLOYEE DRIVERS' LICENSES**

All Full Time employees requiring a driver's license for their employment shall have the cost of their license paid by the employer at the time of renewal.

## **ARTICLE 26 – HEALTH AND DENTAL INSURANCE BENEFITS**

The Commission shall provide and pay the cost for the Health and Dental Insurance Benefits for Full Time Employees and extra board operators after fifteen hundred and sixty (1560) hours for the level of coverage listed below in sections 3, 4 and 5. . If during the term of this contract of this benefit exceeds \$625.00 per month per employee, any premiums charged in excess of the \$625.00 per month shall be paid 100% by the employees.

### **SECTION 1 – JOINT INSURANCE BENEFITS COMMITTEE**

A Joint Insurance Benefits Committee with up to four (4) representatives from the Union and up to four (4) representatives from Management/Commission shall be established. Members of this

committee shall be reimbursed for any normal wages up to eight (8) hours, or up to ten (10) hours for employees on four (4) day work weeks that would have been lost to attend these meetings excluding off days. The Committee mandate is to identify cost containment measures to control the cost of benefits. No changes or modifications to the benefits in this Collective Agreement can be made without the mutual consent of the Union membership and the Commission. This committee shall meet at the request of the commission or the union, not more than twice a year.

## **SECTION 2 – LIFE INSURANCE BENEFITS**

The Commission shall arrange to provide the following levels of Life Insurance and accidental death and dismemberment benefit for employees.

- |    |          |           |
|----|----------|-----------|
| A. | Employee | \$110,000 |
|    | Spouse   | \$15,000  |
|    | Children | \$7,500   |
- B. Coverage for full time employees from their 65th birthday to their 70th birthday shall be \$50,000.
- C. Coverage ceases when the employee reaches their 70th birthday or at retirement, whichever comes first.

## **SECTION 3 – HEALTH & DENTAL INSURANCE BENEFITS**

The Commission shall arrange to provide a plan of Health and Dental Insurance Benefits. This plan shall provide a drug card to employees for prescription drugs. Co-pay for prescription drugs shall be 20% co-pay to a maximum of \$10.00 plus the dispensing fee to be paid by all employees. This co-pay may be adjusted at the direction of the Joint Insurance Benefits Committee as outlined above.

Note: Prescriptions filled at Costco shall have the dispensing fees paid by the Commission provided the dispensing fee does not exceed \$7.50 per prescription.

## **SECTION 4 – VISION CARE COVERAGE**

Effective January 1<sup>st</sup>, 2017 the plan shall also provide coverage for vision care covering both eyeglasses and eye exams to a total of \$475.00 every twenty-four (24) months for both eyeglasses and exam.



## **SECTION 5 – RETIRED EMPLOYEES**

The Commission agrees to provide coverage under Health and Dental Insurance Benefits for retired employees from the ages of sixty (60) to sixty-five (65), the cost of which is to be shared on a 50/50 basis between the employee and the Commission; and retired employees between the ages of fifty-five (55) and fifty-nine (59), and the cost of which is to be shared on the basis of 75% employee paid and 25% Commission paid.

## **SECTION 6 – DECEASED EMPLOYEES**

Upon the death of a current employee under the age of 70, the dependents who had been carried on the Life, Health and Dental Insurance Benefits prior to the death, shall remain on the Prescription Drug portion of the Health Plan only, for a period of up to twenty-four (24) months from the time of death of the deceased employee.

## **SECTION 7 – LONG TERM DISABILITY**

The Commission, in consultation with the Union, shall contract with a Carrier to provide Long Term Disability benefits. The employee shall pay 100% of the cost of this plan through payroll deduction. Long Term Disability coverage shall be mandatory for all employees after the probationary period of one thousand five hundred sixty (1560) hours.

Employees on LTD shall be entitled to continue as members of the Life, Health and Dental Insurance Benefits. After thirty-six (36) months, the coverage shall be reduced to include only the prescription drug coverage and Life Insurance shall be reduced to fifty thousand dollars (\$50,000.00), provided the employee is still receiving LTD. Employees on LTD must maintain their Union dues and make payments on a monthly basis to remain on LTD status.

Employees shall have increases in vacation entitlements based on years of service frozen after twenty four (24) months on Long Term Disability. Overall seniority with the Union shall not be affected by this provision.

Employees on LTD shall be given consideration (if they qualify) in filling vacancies.

## **ARTICLE 27 –WORK SAFE NEW BRUNSWICK (WSNB)**

The Commission agrees, if requested, to make weekly loan advances to employees on Work Safe N B, of an amount calculated to be equal to the proceeds Work Safe N B shall pay. The employee agrees to re-pay these advances from the proceeds of the Work Safe N B payments or at terms mutually agreed to by both parties. Employees on Work Safe N B shall continue to receive Life, Health, and Dental Insurance Benefits.

## **ARTICLE 28 – DEFINED CONTRIBUTION PENSION PLAN**

The Commission shall administer a Defined Contribution Pension Plan which shall be compulsory for all employees after the probationary period of one thousand five hundred and sixty (1,560) hours.

The Defined Contribution Pension Plan shall be funded by both the Commission and the employees of the Commission. The required contributions shall be on wages. Wages shall be defined as income from the employees' hourly rate, overtime rate and payment from the sick leave plan.

Contributions to the Defined Contribution Pension shall be as follows:

	<u>Commission</u>	<u>Employees</u>
Sept 1, 2014	7.5%	9.5%
Jan. 1, 2017	8.0%	9.5%

Jan. 1, 2019

8.25%

9.75%

The Commission is prepared to request the Plan Sponsor to be available for employee consultation on an annual basis if so requested.

In the event that members of the bargaining unit become members of the City of Saint John Pension Plan, they shall no longer be required to contribute to any other pension plan as set out in this agreement.

## **ARTICLE 29 – RESIGNATIONS**

An employee who resigns from employment with the Commission shall be entitled to withdraw his/her resignation within three (3) working days of having submitted the resignation. For the purpose of this clause, working days does not include Paid Holidays. This privilege shall only be allowed once per employee.

## **ARTICLE 30 - CAMERAS**

- a) The Employer believes that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers, and protection of company property.
- b) This Article shall confirm the Employer's intent that the use of surveillance cameras is for the public safety, crime prevention, and for protection of its employees and assets.
- c) Cameras installed on company vehicles or property shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment. The Commission agrees it cannot use camera surveillance to discipline employees or in arbitration hearings for a complaint that does not result in criminal charges. Employees should be advised that surveillance records may be reviewed to confirm a complaint of a criminal nature, to confirm a complaint to Human Rights Commission, or in response to a request by the police.

## **ARTICLE 31 – AMENDMENTS TO THIS COLLECTIVE AGREEMENT**

Amendments to this Collective Agreement, agreed to by both parties, shall be in the form of a “Letter of Understanding” and shall be signed by both parties, that being the President and one (1) other officer of Local 1182 and the General Manager of Saint John Transit Commission or their designate. Such letters that are duly signed shall be included in and form part of this Collective Agreement as of the date of the letter.

## **ARTICLE 32 - CONTRACTING OUT**

The Commission agrees that they shall not reduce the number of full time employees or have their regular work week reduced from 40 hours as a result of contracting out.

At any time, the Union may make a presentation to the Commission on how contracted services could be done by bargaining unit employees more cost-effectively

Prior to contracting out additional services, the Commission shall advise the Union in writing.

## **ARTICLE 33 – WORK PLACE REDUCTION IN EMPLOYEES**

The work force can be reduced as a result of retirement, resignation, LTD or lay-off for economic reasons.

## **ARTICLE 34 – STATE OF EMERGENCY**

If a formal “State of Emergency” is declared in the proper manner by the proper authorities, both the Commission and the Union understand that, by mutual agreement or legal requirement, certain provisions of this Collective Agreement may be suspended for the period of the emergency.

# **TRANSPORTATION DEPARTMENT**



**SAINT JOHN**

## **ARTICLE 35 – OPERATOR SHIFT POSTERS**

Operator Shifts shall be posted for bidding by October 15 for the first poster of the following year. Each year there shall be a minimum of 4 (four) posters with a maximum duration of 15 (fifteen) weeks and such other times as the Commission may decide. All posters shall be presented to the Union Executive one (1) week before signing commences. All special posters shall also be presented to the Union Executive one (1) week before signing.

All posters shall be placed on the operators' bulletin board a minimum of 1 (one) week before signing commences. Operators shall sign in order of seniority and qualifications.

If, in the opinion of the Union Executive, an operator is unduly delaying their choice, the Union Executive shall have the right to by-pass or sign up the operator.

All vacancies which come open on the Poster such as retirement, death or resignation shall go to the Spare Board or Extra Board in accordance with the rules for each board. All changes of shift over twenty (20) minutes shall result in an immediate change of poster. For all other reasons, a signed poster shall not be taken down.

A signed poster is defined as one in which all shifts have been signed including Vacation Shifts.

Operators who are absent or known to be absent for seventeen (17) weeks or more shall not be permitted to sign shift posters, unless they are scheduled by a medical practitioner to return to work during the first fifty-five (55) days of the poster. Operators who have not signed the poster and are: 1) returning to work from long term illness, and 2) reversing their resignation, shall be placed at the bottom of the Spare Board for their work assignments and shall be assigned comparable days off in accordance with their seniority for the duration of that current poster. This provision shall only apply to a signed poster.

## **ARTICLE 36 – OPERATOR SHIFTS**

Operator Shifts shall be developed as follows:

- a) The guarantee for these shifts shall be a minimum of forty (40) hours per week.
- b) All shifts shall not have more than two (2) report times daily.



- c) Shifts shall include a minimum of a ten (10) minute report time and a ten (10) minute travel time for shifts relieved away from the garage. Overtime premium shall not be paid on travel time or on the report time
- d) All shifts shall not be scheduled over a maximum spread of thirteen (13) hours in any given day, excluding report time and travel time.
- e) All shifts shall include the days off.

### **Overtime Premium**

Overtime premium shall be paid in the following circumstances:

- a) When a signed shift exceeds eight and one half hours (8 1/2) on a daily basis on a five day shift, the time in excess of eight and one half hours (8 1/2) shall be at the overtime rate.
- b) When a signed shift exceeds ten and one half hours (10 ½) on a daily basis on a four day shift, the time in excess of ten and one half hours (10 ½) shall be at the overtime rate
- c) When an operator works in excess of their signed shift on a daily basis.
- d) When an operator works on their scheduled day off.

## **ARTICLE 37 – VACATION SHIFTS**

The Commission shall include on each Operator Shift Poster vacation replacement shifts for signing. Operators signing these shifts shall cover vacations and shall assume the shifts and days off of the vacationing operator they are replacing, but shall keep their own seniority for overtime selection. If there is no vacation to be covered, vacation shift operators shall be assigned to the last position on the Spare Board with Saturday and Sunday days off. The selection of the vacation week shall be by the seniority of those operators who have signed the vacation shifts. Operators who sign these vacation shifts shall select their weekly assignments for each week of the whole poster before the poster goes into effect. If a vacation shift operator is on vacation during the poster he shall sign his own vacation week

## **ARTICLE 38 – SPARE BOARD SHIFTS**

The Operator Shift Poster shall include Spare Board shifts. The Commission shall guarantee a minimum of forty (40) hours per week with at least two (2) consecutive days off per week, except in the case of the Spare Board Operator accepting a week assignment in which case the days off of the week assignment shall be assumed.

Spare Board Shifts shall not be scheduled over a maximum spread of fourteen (14) hours in any given day, excluding report time and travel placement time.

This guarantee is dependent on the Operator meeting the requirements of the Spare Board rules. When Spare Board operators fail to report on time their guarantee shall be deducted by time missed.

The Spare Board shall be a Stationary Spare Board and shall not rotate.

### **Overtime Premium**

Overtime premium shall be paid in the following circumstances:

- a) When an operator works in excess of forty (40) hours over one (1) week period, including paid holidays. Paid holidays shall be used in calculating time worked. Sick time hours cannot be used in calculating time worked for overtime entitlement.

b) When an operator works on their scheduled day off.

The rules and regulations of the Spare Board shall not be changed without the mutual agreement of both the Commission and the Union Executive.

## **ARTICLE 39 – EXTRA BOARD**

The Commission shall establish an Extra Board to compliment the Spare Board.

There shall be no guarantee of hours for the Extra Board Operators. All Extra Board Operators shall make themselves available to work up to forty (40) hours per week.

The Extra Board shall not rotate. Work shall be assigned on a seniority basis.

Extra Board Operators shall not be assigned work that starts as overtime in any given week until all full time Operators have been canvassed for overtime in accordance with overtime distribution regulations.

In the event that an Extra Board Operator shall exceed 40 hours/week by shift assignment, the Extra Board Operator shall be assigned a report time. If a shift becomes available within the detailed report time, the Extra Board Operator shall be able to complete the shift.

Extra Board Operators shall receive one and one half (1 ½) times their hourly rate for all hours worked in excess of forty (40) hours.

The number of Extra Board Operators shall not exceed more than fifteen percent (15%) of full time operator positions, provided that the Spare Board shall be no less than three (3) positions on the sign up poster.

No signed shifts, vacation shifts or Spare Board positions shall be left vacant on the signup board. When vacancies arise for full time Operators, the most senior Extra Board Operator shall be advanced to a full time driving position provided that there has not been an application from a

full-time employee from the bargaining unit. The most senior Extra Board Operator shall be the Operator with the first hire date.

No full time Operator shall be laid off before all Operators on the Extra Board are laid off first.

Once an Extra Board Operator becomes a full time Operator, they shall remain a full time Operator and no full time Operator can elect to become an Extra Board Operator except as a result of a layoff.

Extra Board Operators cannot earn, accumulate, or claim sick leave as outlined in the "Sick Time" article of this Agreement.

The Extra Board Operators shall receive the same benefits and wages as a full time Operator, excluding the sick leave benefit, after the completion of a one thousand five hundred and sixty (1,560) hours probationary period.

Wages for Extra Board Operators or Full Time Operators shall be at 90% of full time operator rate while on the probationary period of one thousand five hundred and sixty (1,560) hours. After the probationary period operators shall move to 100% of the operator rate.

Vacation entitlement for Extra Board Operators shall be 4% of earnings and shall be paid weekly. Service time as an Extra Board Operator shall not be considered for vacation entitlement when employees attain full time status.

Paid holiday pay shall be in accordance with the Employment Standards Act for the province of New Brunswick and shall apply only to those days outlined by the province as paid holidays. Extra Board operators shall be required to work Victoria Day, Thanksgiving Day and Boxing Day before all other operators are canvassed to work.

Up to seven hundred eighty hours (780), Extra Board Operators are entitled to representation by the Union up to Step 1 of the grievance procedure. From 780 to 1,560 hours, the Extra Board Operators shall be entitled to representation by the Union up to Step 2 of the grievance procedure.

## **ARTICLE 40 –**

### **a.) SUFFICIENT NOTICE**

When a scheduled piece of work comes open for any reason, and the Commission has not been given at least ninety (90) minutes notification before the report time of that scheduled piece of work, the Commission can assign the first available employee they are able to contact for that piece of work in the Transportation Department. This section also applies to open shifts in the Maintenance Department if they are to be filled.

Should a relief operator not be available for their shift, the operator to be relieved shall immediately notify the dispatcher and, so that services shall not be disrupted, the operator to be relieved shall operate the bus until relieved. The overtime rate for these instances shall be double the regular hourly rate, exclusive of any other premiums and this rate shall only be for the actual time worked. If the operator has worked his full shift to that point, they shall not be required to work beyond their regular shift more than two (2) hours after the time they notify the dispatcher of the relief operator not showing up.

In the event that there are insufficient operators to cover the work required to be done on a certain day, then the most junior operator scheduled to work on that day, who is available, shall be required to work if no other operator wants the work. After being required to work, such operator can be relieved if he wishes, when another operator becomes available, and wants to complete the work.

### **b.) LATE FOR WORK ASSIGNMENT**

If an Operator fails to report for their shift or report time, they shall be deemed late and shall contact dispatch or be contacted by dispatch for a new report time at the dispatch office. They may be given a report time to resume their normal work assignment. They also may be assigned a work detail other than their normal work assignment and when completed, they shall resume their normal work assignment.

### **c.) ABSENT WITHOUT LEAVE - AWOL**

If an operator does not contact the dispatch within two (2) hours of their report time, they shall be considered absent without leave (AWOL) and shall have to arrange an interview with the Manager of Transportation before they return to work. Every employee is expected to report for their work assignment on time as required, and poor attendance can be considered a reason for discipline.

## **ARTICLE 41 – OPERATORS’ WAGE RATES**

## **SECTION 1 – TRAINING RATE**

New operators, while training for the Extra Board, shall be paid 50% of the hourly operator's rate, during and until the completion of training.

Union employees trained to work as relief inspectors or dispatchers shall pick work in these positions according to overall seniority. While working in these positions these trained employees shall be paid forty (0.40) cents per hour premium in addition to their regular hourly rate of pay.

## **SECTION 2 – OVERTIME RATE**

- a) Overtime rate shall be one and one half (1 ½) times regular pay, exclusive of any additional premiums.
- b) Overtime assignments cannot be traded.
- c) When overtime assignments are available at posting time (s), employees shall be asked by seniority if they want to work overtime for that posting. If they decline the overtime, they shall not be asked again for the duration of that posting.

## **SECTION 3 - SUNDAY PREMIUM**

Employees scheduled on the Operator Shift Poster to work on a Sunday shall receive a rate of one and one quarter (1 ¼) their regular rate, exclusive of any additional premiums, except in the case of Extra Board Operators working on Sunday who shall be paid at their regular rate exclusive of premiums.

## **SECTION 4 – REPORT TIME**

All operators shall receive ten (10) minutes report time for the start of each shift. All operators must report at the start of the ten (10) minute report time or be considered late. All operators leaving the garage must prepare their bus during this report time and must leave the garage at the end of the ten (10) minute report time.

## **SECTION 5 – PAY FOR INTERVAL TIME**



The Commission shall pay, at the appropriate rate, all intervals of thirty (30) minutes or less between separate pieces of work or shifts done by the same operator.

## **SECTION 6 – TWO HOUR MINIMUM**

The two (2) hour minimum pay shall apply in the following circumstances:

- a) Operators shall be paid a minimum of two (2) hours when called in on their day off;
- b) Operators on signed shifts asked to work overtime in addition to their signed shifts shall be paid a two (2) hour minimum.
- c) Operators shall be eligible for a two (2) hour minimum on each piece of work.
- d) Separate pieces of work may be joined together and paid through any interval as a single piece of work.
- e) Late arrival at the end of a piece of work shall not create a claim for a two-hour minimum. The operator shall be paid only for the late time.

## **SECTION 7 – PAY FOR TRAVEL TIME**

Whenever an operator has a different start and finish location other than the garage, they shall be paid a ten (10) minute travel time.

## **ARTICLE 42 – CHANGE OR CANCELLATION OF SIGNED SHIFT**

In the event an operator reports for their signed shift and is then advised that their shift has been cancelled, they may be assigned a new piece of work, but shall be paid for their signed shift or their new piece of work, whichever is greater.

If an operator's signed shift is greater than the new assigned piece of work, they must hold themselves available during the balance of their shift scheduled time.

## **ARTICLE 43 – OPERATOR TRAINER**

The Commission may post a notice for one or more Operator Trainers to be selected from the Operators. The Commission shall determine if this position is full or part time and the position shall remain a Union position. This position shall have the criteria listed that are required for any operator to apply and these criteria shall be the basis of selection.

The premium for this position shall be \$2.50 per hour in addition to their regular rate while training. Nothing in the above is intended to preclude right of Management to do their own training.

## **ARTICLE 44 – OPERATORS' DUTIES**

All operators shall be required, as part of their employment, to perform the following duties: operators' training, filing accident reports, passenger counting, maintaining uniforms, maintaining valid operator's license, and attendance for interviews.

Operators are the public representative of the Saint John Transit Commission and are expected to engage our passengers in a professional and non-confrontational manner. Radios shall be used for Commission business only. Inappropriate comments about passengers, the general public, or the Commission may be reason for discipline. Operators shall be expected to advise passengers of the correct fare and are responsible for punching Transcards and issuing transfers as required.

In the interest of safety, all passengers shall be first directed to be seated or stand behind the safety line when seating is unavailable.

When a vehicle is assigned to an operator, it is their responsibility to hand the bus over to another authorized employee or returns the vehicle to the garage.

## **ARTICLE 45 – OPERATORS' UNIFORMS**

All operators shall be issued company uniforms which must be worn while on duty.

- a) New Operators, in the year they were hired, shall be issued (3) shirts, one of which must be a dress shirt and (3) pairs of pants/shorts, one of which must be a dress pant, one belt, one tie and one sweater or jacket. In addition, new hires shall be provided a winter coat.
- b) In each successive year, all Operators shall receive one (1) pair of pants/shorts and one (1) shirt and shall have 200 points to acquire additional items.
- c) Points cannot be carried over into the next year.
- d) Operators shall be required to wear black shoes.
- e) Uniform orders shall be placed each year in September. The Commission agrees that the Union can place their Union crest on uniforms and hats, at the cost of the Union. The crest shall be placed on the left shoulder of the uniform.
- f.) Winter coats, belts and ties shall be replaced every five (5) years except in the case of a new hire who has not had their winter coat for more than twenty-four (24 ) months.
- g) Points shall be assigned as follows:  
Pants/Shorts, Sweaters, Shirts, and Jackets – 50 points each
- h) Company issued shorts may be worn only between the first Sunday in May to the last Sunday in October.

Operators shall be neat and clean, and when working must be in full uniform. Operators shall be governed entirely by the management of the Transportation Department as to what constitutes a full uniform. Ties are optional.

# **MAINTENANCE DEPARTMENT**



# SAINT JOHN

## **ARTICLE 46 – MAINTENANCE DEPARTMENT**

### **SECTION 1 – WORK SHIFT**

A work shift for employees in the Maintenance Department shall guarantee a minimum forty (40) hours per week with at least two (2) consecutive days off. All time worked in excess of their signed shift shall be paid at the rate of 1 ½ times their regular rate of pay.

#### **PAID LUNCH**

One (1) Mechanic position on a day shift shall have a paid lunch. This mechanic shall be paid straight through from their start time to their finish time. The shift with the paid lunch shall be designated on the signed poster by the employer. Afternoon, nights and weekend shifts in the Maintenance Department shall have a paid lunch. Employees on afternoon, night and weekend shifts shall be paid straight through from their start time to their finish time. It is further understood that employees on paid lunch can be required to respond to work related duties.

When extra work or an open shift becomes available and no other employee is available, the most junior qualified employee available shall not refuse the work.

### **SECTION 2 – MAINTENANCE SHIFT POSTER**

a.) All shift posters shall be prepared and a copy submitted to the Union President or official to review.

b.) All shift posters shall be posted for one (1) week before the signup commences.

c.) All shift posters shall be once a year beginning on the first Sunday in the payroll year and ending on the last Saturday in the payroll year. The only exception shall be when the employer determines an increase or decrease in the number of positions, and in such cases a new poster shall be signed by seniority.

d.) Employees shall sign in order of seniority. Employees cannot sign a position for which they are not qualified.

e.) Employees shall not sign shifts less than their level of qualification unless there is not a position available at their level of qualification.

f.) Shifts and off days on the Maintenance shift poster shall not rotate.

g.) This does not prohibit the Commission from exercising its' right under the Maintenance "Change of Shift" Article of this agreement.

### **VACATION POSTER**

The vacation poster shall be signed after the completion maintenance shift poster

### **FLOATER HOLIDAY SIGN-UP**

Floater holidays shall be signed after the completion of the vacation poster.

### **VACANCIES ON THE MAINTENANCE POSTER**

If during the term of a signed maintenance shift poster, a vacancy occurs or a new position is created, the open position shall be offered by seniority to existing employees according to qualifications. If an existing employee selects the open shift, their current shift shall be offered by seniority to existing employees according to qualifications.



## **ARTICLE 47 – MAINTENANCE CLASSIFICATIONS**

### **SECTION 1- PERFORMANCE AND QUALIFICATIONS**

Regardless of classification, any employee shall perform to the best of their ability any class of work allocated by a Lead Hand or Manager. Any employee performing duties outside their own classification shall receive the higher rate of either classification (only during the period those duties outside their classification are being performed) provided the employee has worked at least one (1) day or more in the higher classification.

#### **Mechanics, Body Person qualifications:**

Mechanics and Body Person shall have certified Journeyman papers as defined by the Provincial Department of Training and Employee Development, or who are holders of Certificates of Qualifications issued by the New Brunswick Department of Training and Employee Development.

### **SECTION 2 – NEW MAINTENANCE EMPLOYEES**

New Maintenance employees shall start at 90% of the full rate for their classification for the first one thousand and forty (1040) hours and 95% for the next one thousand and forty (1040) hours, moving to the maximum rate after two thousand and eighty hours (2080) hours. The pay rate for apprentices shall be as outlined in the article for “Apprentices (Trades)” in this agreement.

### **SECTION 3 – LEAD HAND**

There shall be one (1) lead hand position, which shall receive a premium of one dollar (\$1.00) per hour in addition to their hourly rate.

### **SECTION 4 – OVERTIME**

Overtime rate shall be paid in the following cases:

Overtime rate shall be one and one half (1 ½) times regular rate, exclusive of any additional premiums.

- a. For all time worked on a daily basis in excess of the regular shift times.
- b. For all time worked by an employee on their scheduled day off.
- c. Scheduled off days can change as outlined in the “Change of Shift” section of this Article.
- d. Overtime for extra work known to be open less than two (2) hours before the end of a shift shall be offered, by seniority, to those employees presently at work.
- e. Overtime for extra work known to open over two (2) hours before the end of a shift shall be offered to employees, by seniority, who are qualified to do the work.
- f. Ongoing work, which is work already begun before the end of a shift, shall be offered first to that employee already working on the job.

## **SECTION 5 – CHANGE OF SHIFT**

### **a) Relief Swing Mechanic**

Up to two of the mechanic sign up positions shall be designated by the Commission on the maintenance shift poster as relief swing positions. These positions shall be changed from their signed shift to cover vacations, a layoff or long term absences of one week or more and such employees shall assume the off days of the new shift.

## **b) Open Shift not covered by a Relief Swing Mechanic**

In the instance of an employee absent on a one person shift which the Commission wants covered, which is not covered by a relief swing mechanic, maintenance employees shall be asked, who are qualified, by seniority, provided they are not on one person shifts, to work another shift instead of their regular shift, to cover the absent employee. If no one selects the open shift than the most junior available employee must accept the change of shift.

If such notice of change of shift is given prior to at least one hundred fifty (150) hours before the start of the open shift, then the employee must accept the change of shift at regular rates of pay.

If the 150 hours-notice is not given, then the employee must accept the change of shift, but shall be paid time and one half (1 ½) of their regular rate plus all premiums, if applicable, for the time worked on the changed shift.

Such shift changes shall be subject to the Hours of Work Limitations outlined in this Collective Agreement.

## **SECTION 6 – MAINTENANCE / DRIVING DUTIES**

Maintenance employees may be used for driving with the approval of the Maintenance Management and after all operators have been asked. The maintenance employee must be agreeable to work in this temporary capacity. They shall be paid the wage rate applicable for the work assigned or their regular rates, whichever is greater.

## **SECTION 7 – MAINTENANCE BREAKS**

Maintenance employees shall have two (2) paid work breaks of fifteen (15) minutes during a regular shift. Such work breaks shall be taken at times mutually agreed between employees concerned and the Manager of Plant & Equipment. They also shall receive a (1/2) half hour break for lunch. This break shall be unpaid unless specified under the paid lunch provisions.

## **SECTION 8 – MEAL ALLOWANCE**

All Maintenance employees required to work more than two (2) hours longer than their assigned shift shall be paid a meal allowance of fifteen dollars (\$15.00) upon request.

## **ARTICLE 48 – MAINTENANCE CLOTHING**

All Maintenance employees shall be supplied, at the Commission's expense, with two (2) pairs of coveralls or shop coats, three (3) pants, and five (5) shirts per week, with one (1) additional spare for each of the above.

The Commission shall supply all Maintenance employees with winter parkas, once every two (2) years.

All Maintenance employees shall receive a boot allowance of \$150.00 per year in value. The employer shall set up a voucher program for its employees in the Maintenance Department to purchase the boots with a retailer to be determined by the employer.

Suitable rain gear shall be made available to personnel when they are required to work outside in inclement weather.

## **ARTICLE 49 – REQUIREMENT OF EMPLOYMENT**

All Maintenance employees shall be required, as part of their employment, to perform the following duties: driving Commission equipment, filing accident reports, maintaining valid operator's license and attendance at interviews.

All employees whose regular duties involve work in the Maintenance Department must wear C.S.A. approved safety shoes or boots at all times during working hours.

Trade Licensed Employees must possess all items on a minimum list of tools as outlined in ***Maintenance Appendix "A"***, which may be amended by mutual agreement from time to time. Tools must be kept in good working order to prevent damage to equipment. On occasion,

the Commission shall check on employees' tools. The employee shall have two (2) weeks to make up any deficiencies, worn-out, or broken tools. The Commission shall aid the employee in obtaining tools by advancing funds and recovering same through the payroll deduction system when the parties agree to amounts and re-payment schedules in advance. If any grants are available to reimburse the employee, such grants must be turned over to the Commission to offset the advance.

When a bus is assigned to an employee, it is their responsibility to hand the bus over to another employee or return the bus to the garage.

## **ARTICLE 50 – TOOL INSURANCE**

The Commission shall provide adequate insurance coverage for the trade licensed employees' own tools while on Commission property. The deductible for this coverage shall be paid by the Commission. It is the trade licensed employees' responsibility to prove loss and to provide proof of value to the insurance company.

## **ARTICLE 51 – EMPLOYEE APPRENTICESHIP PROGRAM**

The Commission may establish an Apprenticeship Program. It is not the intention of the Commission to substitute lower paid apprentice employees for Maintenance personnel. When the decision is made to hire one (1) or more apprentices, they shall be hired in addition to the present staff.

Apprentices must be registered with the appropriate provincial department.

Apprentices shall work under a modular program as outlined by the Provincial Government.

The classroom fees associated with the apprenticeship program, which are not covered by other agencies, shall be covered by the Commission.

The apprentice may elect to take some or all of their vacation during the classroom session.

Rates of pay shall be a percentage of Wage Group 6 for Licensed Mechanics and Body persons based on the percentages as outlined in the New Brunswick Apprenticeship and Occupational Certification Act for successful completion of the required modules for each level.

Apprentices shall not lose any benefits earned while attending classroom sessions.

Departmental Seniority of all registered apprentices shall be effective from the date of commencement of employment with the Commission.

## **ARTICLE 52 – UPGRADING**

The Union and Management agree to meet on an ongoing basis for the purpose of discussing training and upgrading skills for the Maintenance employees.

## **ARTICLE 53 – CASUAL LABOUR**

The Commission may employ up to two (2) casual labourers at any one time in the Maintenance Department. Casual labourers shall work no more than 20 hours per week unless permission is given by Local 1182. When hiring for these positions, preference shall be given to students.

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## MAINTENANCE APPENDIX “A”

(as referred to in ARTICLE 49)

### Minimum Tool List for Saint John Transit Commission Maintenance Department

#### ALL TOOLS TO BE OF PROFESSIONAL QUALITY

- Roll Box to store Tools

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Drive Sizes	1/4”	3/8”	1/2”
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- |                        |              |            |            |
|------------------------|--------------|------------|------------|
| • Flex Bars/Strong Arm | Yes          | Yes        | Yes        |
| • Ratchets             | Yes          | Yes        | Yes        |
| • Sockets – Deep       | 1 1/8 to 1/2 | 3/4 to 3/8 | 1/4 to 1/8 |
| • Sockets – Shallow    | 1 1/4 to 1/2 | 3/4 to 3/8 | 1/2 to 1/8 |

#### Metric

- |                     |          |          |         |
|---------------------|----------|----------|---------|
| • Sockets – Deep    | 24 to 14 | 18 to 10 | 10 to 4 |
| • Sockets – Shallow | 24 to 14 | 18 to 10 | 10 to 4 |

- 
- Combination Wrenches 1 1/4 to 3/16
  - Metric Combination Wrenches 24 to 7
  - Flare Nut Wrenches 3/4 to 3/8
  - Hammers Ball Peen - 16 oz. + 20 oz.
  - Pry Bars
  - Pliers Set
  - Punches

- Side Cutters
- Chisels
- Vise Grips – Large + Small
- Scrapers
- Vise Grips Pointed
- Wire Tool
- Hacksaw
- Snap Ring Pliers
- 1/2 to 3/8 Adapter
- 3/8" Drill Motor
- 1/2" Air Gun
- Torx Socket T55 to T10 – Male + Female
- Allen Sockets 3/8 to 1/8 – also assorted sets
- Screwdriver Sets – Phillips, Assorted
  - Slotted Assorted
  - Robertson Assorted
  - Torx Smaller Assorted

SJT shall supply bits for socket-type Screwdriver

- Flex Sockets – Standard 3/4 to 3/8 (may use flex extensions)
- Metric Flex Sockets – 20 – 7 (may use flex extensions)

The Commission shall provide the following items:

- Screwdriver Bits
- Impact Driver & Bits
- Extractor Bits
- Knife Blades
- Scraper Blades
- Hacksaw Blades
- Drill Bits
- Torque Wrenches
- 3/4 Socket Set
- 3/4 Extensions, etc.
- 1 Socket Set
- 1 Extension, etc.
- 3/4" Air Gun + 1" Air Gun
- Multipliers
- Testers
- Drop Lights
- Flashlight
- Mechanics should make up an assortment of test leads or jumper wires to use 12/14 gauge
- Any tool subject to destruction because of severe duty, SJT shall supply (i.e. RTS Starter Wrench)



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**SAINT JOHN**



**Authorization of Agreement between Saint John Transit Commission and Amalgamated Transit Union, Local 1182**

The parties agree to the terms of the document as constituting a collective agreement between the parties and the undersigned representatives agree to complete acceptance of all the terms as outlined. The parties further agree that the term of this Collective Agreement shall be from **SEPTEMBER 1, 2014 to JANUARY 1, 2020.**

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Donna Reardon Chairperson, Saint John Transit Commission	Thomas McGraw President, Amalgamated Transit Union, Local 1182
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Frank McCarey General Manager, Saint John Transit Commission	Grant Logan Vice President, Amalgamated Transit Union, Local 1182
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Charles Freake Director of Transportation, Saint John Transit Commission	Robert Pade Financial/Recording Secretary Amalgamated Transit Union, Local 1182
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Harold Callaghan Manager, Plant & Equipment, Saint John Transit Commission	Douglas Davis Maintenance Shop Steward Amalgamated Transit Union, Local 1182
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