

# **Agreement Between**

**The Corporation of  
the City of Niagara Falls**

**And**

**Amalgamated Transit Union**

**Local 1582**

**January 1, 2015 - December 31, 2016**



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# AGREEMENT

**BETWEEN**

**THE CORPORATION OF THE CITY OF NIAGARA FALLS**

(Hereinafter called "The Employer")

**AND**

**THE AMALGAMATED TRANSIT UNION AND  
ITS LOCAL 1582 (Niagara Falls)**

(Hereinafter called "The Union")

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the certified, sole and exclusive bargaining agency for all the employees, of Transit Services, save and except persons above the rank of supervisor, office staff and students.
- 1.02 The parties hereto agree that whenever the singular term or masculine gender is used throughout this Collective Agreement, they shall be deemed to include the plural or feminine gender where the context, or the parties hereto, so require.

## **ARTICLE 2 - UNION SHOP AND DUES DEDUCTION**

- 2.01 (a) Each employee will pay the initiation fees, dues and assessments required by the Union. The Union will provide the Employer in writing the amounts required to be deducted.
- (b) An Employee, after 1040 hours of accumulated service, shall become and remain a member in good standing of the Union and their seniority date shall then be from the date of hire.
- 2.02 (a) The Employer will deduct each pay period from employees, the weekly membership dues uniformly required of all Union members as a condition of retaining membership in the Union.
- (b) The Employer will deduct from the second pay in the month after which an employee has completed 1040 hours of accumulated service, an initiation fee.
- (c) The amount of membership dues and the initiation fee shall be certified to the Employer in writing by the Secretary of Local 1582.
- (d) The Union agrees to accept into membership any employees, after 1040 hours of accumulated service.

- (e) The Employer shall remit the total of the previous pay period deductions to the Union, by the end of the following pay period.
- (f) The Employer will use its best endeavour to comply with the provisions of this Section and the Union agrees to indemnify the Employer for any claims made against it by anybody.
- (g) After hiring an employee, they shall be introduced to a member of the Union Executive by Management within five (5) working days. At the end of training, before graduation the new employee shall be excused from duty for 30 minutes without loss of pay, for the purpose of orientation with the union president or his designation.

### **ARTICLE 3 - UNION COMMITTEE**

- 3.01 The Employer will recognize the Union Committee of five (5) employees. The Union shall notify the Employer in writing of the names of its Committee.
- 3.02 Meetings between the Employer and the Union committee shall be held at times mutually agreeable to both parties, but not less than five (5) times annually. A statement outlining the matters for discussion will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting, except in cases of emergency.
- 3.03 The Employer agrees to compensate a Union Committee member for his regularly scheduled work time spent in meetings called by the Employer.
- 3.04 The Employer will recognize the authorized officers of the Union provided the Employer is not required to meet or deal with a person who is not a full time employee of either the Employer or the Union.

### **ARTICLE 4 - EMPLOYER RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, release, discharge, lay off, classify, direct, transfer, promote, demote, suspend or otherwise discipline employees;
  - (c) generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, the routes and schedules of routes to be operated, the types and operating schedules of equipment and maintenance of same.
- 4.02 The Employer also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Union.

- 4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of the Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of the Agreement may be the subject of grievance.
- 4.04 Without limiting the generality of the right of the Employer to discharge for proper cause, it is understood and agreed by the parties that any of the following causes shall be deemed to be sufficient cause for the summary dismissal of any employee under this collective agreement: consuming or being under the influence of alcohol or harmful or illegal drugs while on duty, stealing, knowingly driving while driver's License is under suspension or the driver has knowingly been disqualified for driving.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible. No grievance shall be considered where circumstances giving rise to it occurred or the grievor became aware more than fifteen days before the filing of the grievance.

It is agreed that before a complaint becomes a grievance, the employee must bring his/her complaint to the attention of their Manager or delegate within five (5) days of the alleged incident or occurrence. If this complaint is not satisfactorily resolved within three (3) days of speaking with the supervisor, the employee may have recourse no longer than seven (7) days later under the following grievance procedure.

- 5.02 **Step 1** In the first instance, an employee or union shall submit a written grievance on an official form supplied by the Union. The parties will meet directly with the Director or delegate within eight (8) days of submitting the grievance in accordance with the timelines outlined in Article 5.01. The Director or delegate shall arrange for the presence of his/her Union Representative. The Director or delegate shall give his decision within four (4) days.
- 5.03 **Step 2** If not settled in Step 1, the grievance shall, within eight (8) days be submitted in writing to the Chief Administrative Officer or delegate. The grievance shall specify the fact, the Section or Sections of the Agreement claimed to be violated or relied upon and the relief sought. Within five (5) days of receipt of the notice, the Chief Administrative Officer or delegate shall meet with the Union Committee. The decision of the Chief Administrative Officer or delegate or of the Union Committee in the case of an Employer grievance shall be given in writing within ten (10) days after the meeting at which it was discussed.
- 5.04 Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation the time limits will commence the day following said meeting.

5.05 **Step 3** If not then settled, the grievance shall, within fifteen (15) days, be referred to arbitration as follows:

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and, at the same time, nominating an Arbitrator. Within five (5) days after receipt of such notice, the other party shall name an Arbitrator. The Arbitrators representing the two parties shall meet as soon as possible and will attempt to agree upon a Chairman of the Arbitration Board and failing such agreement, within five (5) days after they have first met, either party, may within five (5) days, request the Minister of Labour for the Province of Ontario to name such Chairman.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within seven (7) days after Arbitration Proceedings have commenced. The decision of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement and, in the event that it is not possible for the Board to reach a majority decision, then the Chairman's decision shall be final and binding.
- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (d) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party, objecting that the matter is not arbitral in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Employer or the Union Committee in the case of an Employer grievance, shall stand.
- (e) Each of the parties hereto will bear the expense of its representatives and the Arbitrator appointed by it and the parties shall share equally the expenses of the Chairman of the Arbitration Board.

- (f) No person shall be selected as a Chairman who has been directly involved in attempts to negotiate or settle the grievance, or one who has any pecuniary interest in the Employer or in the Union.
- 5.06 Within ten (10) days of the event upon which the grievance is based, the Employer may submit in writing to the Union Committee, any specific grievance, setting out the facts and Section or Sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.
- 5.07 Within ten (10) days of the event upon which the grievance is based, the Union may submit a grievance involving five (5) or more employees under more than one (1) Supervisor, in writing to the Chief Administrative Officer, setting out the facts and Section or Sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.
- 5.08 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with necessary witnesses.
- 5.09 In the Article 5, the word "days" shall not include Saturdays, Sundays or Paid Holidays.
- 5.10 The parties may mutually agree to extend time limits within this article. Such agreement will be in writing.

## **ARTICLE 6 - DISCHARGE OR DISCIPLINE CASES**

- 6.01 If an employee has been discharged, the union may, within five (5) calendar days of notice of discharge, present a grievance in writing to the Chief Administrative Officer and the matter shall be dealt with in accordance with Step 2 and the balance of the Grievance Procedure.
- 6.02 Such special grievance may be disposed of by confirming the Employer's decision in the discharging of the employee, or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties or the Arbitration Board.
- 6.03 (a) A record of all complaints received by the Employer will be kept for a period of twenty four (24) months.  
  
(b) Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty four (24) months, provided that there is no other discipline during that time period of a similar or related nature.

- (c) The Employer shall provide the employee and the Union with a copy of all disciplinary notations which are to be a part of an employee's file.
- (d) The Employer agrees that there shall be one personnel file for each employee.
- (e) Customer complaints where no discipline is imposed shall not be placed in an employee's file.
- (f) Upon investigating a complaint from a member of the public, it may be deemed that disciplinary action is warranted. The employer agrees to meet with the employee to discuss the details of the complaint and the allegations therein. The employee will be entitled to Union representation. **If a serious complaint is turned in about an operator, the operator and/or union representative will be advised of the complaint within 72 hours.** Anonymous complaints will not be accepted by either the Employer or the Union.

6.04 Any suspension given to an employee shall be given within seven (7) days of judgment or the suspension will be nullified.

#### **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

7.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the processing of grievances, the Union agrees that, during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, for any reason, and the Employer agrees that there shall be no lockout for any reason.

7.02 No employee will be required to cross a picket line which exists in support of a legal strike or lockout.

#### **ARTICLE 8 - SENIORITY**

8.01 (a) Seniority shall become effective only after an employee has been employed for 1040 hours of accumulated service (excluding the first three (3) weeks of the initial New Bus Operator training hours), but shall then be dated from the date of hire. Until seniority becomes effective, an employee shall be known as a Probationary employee.

(b) A "**Permanent**" employee is an employee whom the Employer 'expects' will work year round, who successfully bid on a permanent vacancy in operations or maintenance and will be guaranteed 40 hours per week on a signed position in operations or on a permanent bid in maintenance. Permanent shall not mean a guarantee of year-round employment.

(c) A "**Casual**" employee is an employee who is not guaranteed hours. Casual employees will have seniority amongst them and will be called back to work by date of hire.

- 8.02 (a) The Employer shall prepare up-to-date Seniority Lists three times a year as at April 1<sup>st</sup>, August 1<sup>st</sup> and December 1<sup>st</sup>; copies shall be both posted and to be put in the Union mailbox. Up-to-date information shall be available to the President of the Union at the office of the Manager, at reasonable times.
- (b) The Employer agrees to notify the Union of all bargaining union appointments, new hires, terminations and layoffs within a reasonable amount of time.

8.03 Seniority rights shall cease for any of the following reasons:

- (a) if the employee quits;
- (b) twelve consecutive months of lay off;
- (c) if the employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (d) if an employee has been absent for five consecutive working days without having notified directly the Employer, unless a satisfactory reason is given;
- (e) if an employee is laid off and fails to return to work within five working days after being notified by registered mail to his last known address on the employer records, to report for work and does not give a satisfactory reason.
- (f) if an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave.
- (g) if an employee is knowingly driving corporate vehicles without a valid driver's license.
- (h) **If an employee has not returned to work after an absence due to illness (ie. On Long Term Disability and or WSIB), for a minimum of two (2) years, and is classified as totally disabled by the insurance company, the position vacated by that employee will be posted as a permanent vacancy.**

8.04 (a) Employees will be permitted to make their choice of regular assignments according to seniority in November, March and July of each year; it shall be posted, with sign up beginning the second Monday of the month. The choice will be effective the first Sunday in January, May and September respectively. If a Bus Operator does not select work at their scheduled time, a Union representative will make a selection on the Bus Operator's behalf.

January – April	Winter sign up
May – August	Summer sign up
September – December	Fall sign up

- (b) Posting of runs due to vacancies shall occur only when known to exceed 21 days that must be indicated on a Doctor's note. Posting of that vacancy will occur and will be posted for 3 days including weekends and excluding holidays. When that vacancy is filled, the vacancy caused by

the first posting will be filled by a second and third posting, If the original vacancy is "known" to be of more than four (4) weeks. The second posting will be posted for 3 days only, weekends and holidays included and then a third posting for three days. When that vacancy is filled, all other vacancies directly or indirectly related shall be filled with the next most senior operator. Any Operator who wants to choose a posting must be available to work within two weeks of the effective date excluding vacation. The employee returning after 21 day absence must present a "return to work" slip from a Doctor, at least 5 days prior to the start of the following work week.

- (c) If a regular assignment is not chosen by an employee, the employer will assign it to the next junior person after the spare board places have been filled, provided he/she can satisfactorily perform the normal work of that assignment and subject to the right of the Employer to assign another employee in order to give him/her experience on that assignment.
  - (d) All Statutory Holiday work will be posted one month prior to the Holiday, and will be awarded to the highest seniority Bus Operator who bids on it. The posting will be removed 10 days prior to the "Statutory Holiday." In the event no Bus Operator bids on an assignment, it shall be assigned by the Supervisor to the **lowest seniority casual operator able to do the work**. All Operators will be paid time and one-half their wage rate for any work performed. Operators choosing their assignments shall number their choices in order of preference.
  - (e) When an employee who has chosen a regular assignment is absent, the Employer shall not assign more than two employees to perform parts of such regular assignment, the portions of such regular assignment shall not be considered a regular assignment.
- 8.05 (a) On all assignments other than those filled under 8.04 (a), (b), (c) and (d), the Employer shall assign employees.
- (b) When an operator is on vacation, his/her place will be filled by an operator who signed vacation relief. In the event no vacation has been scheduled, the vacation relief operator will be assigned to the lowest seniority signed permanent position or above.
- 8.06 (a) Layoffs shall be in reverse order of seniority. Recalls shall be in order of seniority.
- (b) The Corporation will give ten (10) days' notice to a permanent employee of a layoff in writing.
  - (c) The Corporation will post a general layoff notice on bulletin boards for casual and probationary employees.

- 8.07 If an employee who is covered by the terms of this Collective Agreement on or after the effective date of this agreement, is promoted or transferred to a permanent job outside the bargaining unit, the employee shall retain his/her seniority in his/her former job classification for 90 days provided the employee pays dues, fines and assessments to the union during this 90 day period. If the employee requests to return to his/her former classification before he has completed 90 days in his/her new job, the employee will be credited with his/her seniority accrued prior to his/her transfer from Local 1582 provided the employee paid his/her dues, fines and assessments to the union. This opportunity will not be given more than once to any employee.

## **ARTICLE 9 - LEAVE OF ABSENCE**

- 9.01 The employer may grant leaves of absence without pay to an employee for legitimate personal reasons and based on operational needs. An extension of such a leave may be granted.
- 9.02 (a) Employees elected by the Union to conduct Union business shall, when reasonably possible and provided the Employer is given sufficient notice in advance, be granted absence.
- (i) With pay up to an overall total of fifteen (15) days per year on a per diem basis; and unused paid days may be banked to a maximum of sixteen days in any one calendar year;
  - (ii) After the above paid days are used, union time off will be granted by the employer. The union will be billed for the time lost at the end of each month in which the union time was used.
  - (iii) Allow regular run time for regular runs and eight hours for spare board.
- (b) No more than four employees may be absent at any one time of which two are subject to operational needs.
- (c) Any employee accepting a full-time appointment or elected position in the Amalgamated Transit Union, or any subordinate body thereof, shall be granted an unpaid leave of absence for the duration of such elected or appointed position. Such employee shall have his/her name retained on the seniority list, without loss of seniority. Under such circumstances an employee may continue coverage for the OMERS pension plan and the benefit coverage by contributing 100% of the required premiums. All benefits contained in the collective agreement may be purchased from the company at cost. On retirement from such office, the employee shall be given his/her former position with the Company, including seniority.

9.03 An employee who loses or has their license downgraded for other than medical reasons shall be allowed an unpaid leave of absence for the duration. Employees will be permitted this leave once, or shall be subject to the terms of Articles 4.04 and 8.03. The employee must report to the immediate Supervisor any change in the status of license that only affects work assignment.

**ARTICLE 10 - WAGES**

10.01 The Employer agrees to pay and the Union agrees to accept the following wages:

<b>Effective Dates</b>	<b>01/01/2015 1.0 %</b>	<b>09/03/2015 1.0 %</b>	<b>01/01/2016 1.75%</b>
<b>Bus Cleaner</b>			
Start rate	13.88	14.02	14.27
After achieving 1040 hours	15.69	15.85	16.13
Six months after achieving 1040 hours	17.94	18.12	18.44
Eighteen months after achieving 1040 hours	20.18	20.38	20.74
<b>Service Person</b>			
Start rate	18.38	18.56	18.88
After achieving 1040 hours	20.79	21.00	21.37
Six months after achieving 1040 hours	22.03	22.25	22.64
Eighteen months after achieving 1040 hours	24.10	24.34	24.77
<b>Storekeeper</b>			
Start rate	18.44	18.62	18.95
After achieving 1040 hours	20.39	20.59	20.95
Six months after achieving 1040 hours	23.95	24.19	24.61
Eighteen months after achieving 1040 hours	25.87	26.13	26.59
<b>Bus Operator</b>			
Start rate	19.90	20.10	20.45
After achieving 1040 hours	21.97	22.19	22.58
Six months after achieving 1040 hours	24.32	24.56	24.99
Eighteen months after achieving 1040 hours	26.92	27.19	27.67
<b>Mechanic</b>			
Start rate	31.00	31.56	32.36
After achieving 1040 hours	31.78	32.35	33.17

## 10.02 Payment for Temporary Appointment as an Acting Supervisor

When an employee temporarily substitutes, or performs the principal duties of a Supervisor, he will be paid at the start rate of the non-union position to which he is transferred. Otherwise, the employee's salary will remain unchanged. Such employees shall continue to be covered by this Agreement. Temporary non-union assignments cannot exceed six consecutive months unless mutually agreed upon. Temporary assignments will not affect any operators scheduled assignments.

- 10.03 (a) A lump sum of **\$550** will be paid to Bus Operators in lieu of coffee breaks, the first pay in December of each year, by direct deposit, with regular pay (income tax to be adjusted). This allowance will be reduced proportionately if an operator is on layoff, or known to be off for 30 consecutive days or more for each incident excluding WSIB greater than six (6) months; or in the case of a new employee.
- (b) A tool allowance of **\$675** will be paid the first pay in December by direct deposit, to mechanics who have a minimum of 1 years' service on that date. The company is to cover the cost for tool insurance.
- 10.04 **An Operator** who signs a spare board position on the sign-up sheet shall have a minimum guarantee of 40 hours per week provided that such operator report for work at the time specified and carry out duties assigned to the operator. The minimum forty hours per week shall be reduced by:
- (a) any scheduled assignment not performed, maximum eight hours;
- (b) eight hours if an operator fails to report for work; the above minimum shall have added to it;
- (i) pay for work on a scheduled day off;
- (ii) statutory holiday pay for a spare operator will be included in the guarantee to which he is entitled;
- (iii) time worked by a spare operator on a statutory holiday will be paid in addition to the guarantee.
- 10.05 (a) A pay period shall consist of a two week period from Sunday to Saturday.
- (b) Employees shall be paid every other Friday by direct deposit.
- (c) Employees shall be paid bi-weekly. Any errors and/or discrepancies in excess of \$50 shall be corrected weekly by the issuance of a manual cheque.

- 10.06 (a) Time spent by an employee in accordance with the employer's instructions to attend Court appearance, investigations, etc. other than at their home, shall be paid for at straight time. No more than a total of eight hours a day or forty-two hours in a week from all sources shall be paid. Reasonable expenses for attendance outside Niagara Falls will be paid on production of receipts. Any payment under this Section 10.04 shall be reduced by any amount received by the employee from other sources.
- (b) The Employer shall indemnify and defend its employees for liability arising out of acts or omissions done or made by them in their capacity as an employee. The only exception to this coverage is conduct which is criminal or malicious or negligent in nature and results in a conviction.

#### 10.07 Premiums and Fees

- (a) Any employee training a new employee will receive in addition to their regular wage rate, 50 cents per hour. The Trainer must submit a completed Training Evaluation form to receive premium.
- (b) Bus Operators while doing traffic checks – 50 cents per hour. A traffic check, when ordered by Management requires the use of a clipboard, tally sheets and mechanical counters for recording passengers boarding and de-boarding. All operators will now keep track of transfers on the fare box system, but this is not classified as a traffic check. Note: Management will not ask operators to conduct detailed (on and off) bus stop traffic checks.
- (c) Serviceperson or Mechanic - for dumping and cleaning toilets a premium of \$3.25 per toilet. These monies will be paid in a lump sum by direct deposit (income tax to be adjusted), on or about the first pay in December in each year for work done between November 1st and October 31<sup>st</sup>
- (d) Maintenance employees while acting as lead hand shall receive **95 cents** per hour extra.
- (e) Employer to pay the total cost for the MTO medical for all employees.
- (f) A mechanic will receive a premium of \$2.25 per hour for work on air conditioning equipment for out-of-town buses only. This premium will be paid only for time charged to our clients and must be put on their time sheets.
- (g) Effective January 1, 2014, a shift premium of .55 cents, will be paid for every hour worked by maintenance employees on a shift, with the majority of hours between 3:15 pm and 12:00 midnight and .70 cents per hour for a shift with the majority of hours between 11:00 p.m. and 7:00 a.m.
- (h) Mechanics' Technical Qualification Licensing renewal fees will be paid by the Employer and any other new fees as required by the Employer.

#### **10.08 Jury and Witness Duty**

Any employee of the Corporation who is called up to serve as a juror or as a witness in a legal proceeding, shall be granted leave of absence for such purpose and shall be paid full salary or wages, for the period of such service, provided he shall make application to his immediate supervisor, and deposit with the City through the Human Resources, the full amount of compensation received for such services but not including travelling and meal expenses.

An employee who is not scheduled to work on any day that he serves shall not be required to deposit any compensation received for that day.

#### **10.09 Transfer to a Union Position**

- (a) When a permanent vacancy occurs, Management will post a notice to such affect on all employee bulletin boards for seven (7) days. Any employee may bid on the posting. Consideration by seniority and proper licenses or trade certificates would be considered first. The employee needs to meet the qualifications of the classification applied for "with the exception of on the job experience". Management will only hire off the property if no one qualified bids on the posted classification. If an employee is unable to hold a permanent position by departmental seniority such employee will not be guaranteed 40 hours per week.
- (b) Such employment transfer will be subject to a six-month trial period, during which time either Management or the employee may terminate the new employment. If this happens, the employee may then transfer back to his/her previous position without loss of seniority.
- (c) If the new classification is at a lower rate of pay and the employee is at the top level of his current classification, the employee will train at the top rate of the new classification. If the employee is moving to a higher rate of pay, the rate will be at the employee's step level rate in the new classification and will advance in pay according to their step increases. If the employee has already reached the top rate of pay in their previous classification, the employee will receive 95% of the top rate in their new classification for the six month trial period, and then move to top rate of pay.
- (d) The employee would carry all their benefits and vacation time to the new classification, but would move to the bottom of the sign-up list in the new classification. In the case of an employee that transfers between departments (maintenance/operations) their property seniority will carry forward for lay-off and recall purposes.

#### **10.10 Maintenance Employees**

When an employee is required to fill temporarily, the place of another employee in a different job description receiving a higher rate of pay, he/she shall receive

the higher rate at their step level; but if required to fill temporarily the place of another employee receiving a lower rate of pay, their rate will not be changed.

## ARTICLE 11 - HOURS OF WORK

### Bus Operators

- 11.01 (a) A permanent employee's standard schedule shall be a minimum of four days in one week. A workweek shall be from Sunday to Saturday. An employee shall be given a minimum of 2 days off in each 7 day period with as many consecutive days off as possible. The employer will endeavour to create as many full time permanent positions as possible. Any run created, that would constitute a four day work week must be reviewed and agreed to by the union before it will be implemented.
- (b) If an employee reports to work as scheduled and due to an emergency is not required to work a full shift, the employee will be paid his/her regular wages for the balance of that shift, but not thereafter during the second or subsequent consecutive working days if he is advised by radio or otherwise that he is not required to work due to such emergency.
- (c) Assignments on the spare board shall be posted on the previous day no later than 2:00 p.m. Extra work coming in after that hour shall be assigned at the discretion of the Supervisor.
- (d) If an Operator does not report for work, the Report Person must cover such operator's first assignment until relieved by a Supervisor. If it necessitates a change in the assignment sheet, and in the event a Supervisor cannot be contacted, the report person shall assign the vacant position.
- (e) All Spare Board Operators must report to the Supervisor after completion of each spare morning assignment.
- (f) All requests for time off must be submitted one week in advance and will be processed within (2) office days. **For requests that are submitted one month or more in advance of day or days needed, the supervisor will process them at least two weeks in advance of the requested day(s) off and shall be subject to operational requirements.** When possible, requests should be given directly to the supervisor.
- (g) Bus operators shall not be assigned to more than five (5) hours continuous driving time without a rest period of at least thirty (30) minutes.
- (h) The Employer agrees to have the operators on vacation, booked sick leave or known leave of absence posted on the assignment sheet board, as required.

- (i) Management will not work an employee over a **twelve and a half (12.5)** hour spread unless management has no alternative.

### **Maintenance Employees**

- 11.02 (a) The regular work week shall be a minimum of five (5) days in one week at eight (8) consecutive hours per day or four (4) days in one week at ten (10) consecutive hours per day exclusive of the mid-shift meal period shall constitute a regular day's work. A workweek shall be from Sunday to Saturday. Maintenance employees shall be provided a minimum of 8 consecutive hours of rest in a 24 hour period.
- (b) No maintenance employee shall forfeit any time due to change of shift.
- (c) A maintenance employee will have two (2) ten (10) minute rest periods per day, one in about the middle of the first half shift, and one in about the second half shift. Each maintenance employee shall be given five (5) minutes wash-up time at the completion of each shift.
- (d) So that there will always be someone available at the garage to answer the phone and take care of garage business, mechanics and servicemen will not take rest and lunch breaks at the same time.
- (e) Regular assignment shall have a fixed starting time and the regular starting time shall not be changed without at least twenty-four (24) hours' notice to employees affected.
- (f) In any case of maintenance employee absence of less than a workweek, the vacant shift or shifts shall be offered to the most senior maintenance employee who is classified to do the work. If the most senior maintenance employee is unavailable or not interested in some or all of the vacant shifts, then the remaining shift or shifts shall be offered to the maintenance employee classified to do the work in order of seniority.

If no maintenance employees who are classified to do the work, are available or interested in some or all of the vacant shifts, then laid-off maintenance employees shall be offered the remaining shift or shifts. In any case of maintenance employee absence of one workweek or more, the vacant shifts shall be offered to the laid-off maintenance employees classified to do the work

### **ARTICLE 12 - OVERTIME**

12.01 An employee shall receive overtime of time and one-half for hours worked:

- (a) in excess of a regular assignment in a day for Bus Operators and Maintenance staff;
- (b) in the case of a Bus Operators doing Spare Board work, in excess of;

- (i) eight hours in a day

(Excluding time allowances outlined in ARTICLE 13 - )

or

- (ii) a spread of eleven hours in a day except: where an employee who takes a regular assignment in the afternoon, in which case he shall receive time and one-half for time worked in the forenoon and not under this Section 12.01 (b) (ii)

- (iii) overtime hours will be used towards the calculation of the 40 hour weekly guarantee.

- (c) on his day off

12.02 (a) At each sign-up a sheet will be provided for operators who are willing to work overtime and/or work their days off. Overtime will be given only to those signing this list.

- (b) Where regular operators are required for extra assignments, such work shall be done by the operator who will receive the least lay-over pay – after 2 refusals in a sign-up period, operators will be asked only after all other options are exhausted.

## **ARTICLE 13 - TIME ALLOWANCES**

13.01 The following allowances shall be paid:

- (a) (i) Fifteen (15) minutes report time, at the regular hourly rate, shall be paid to each Bus Operator for each day worked. This is to provide the Operators with sufficient time to report, check detours posted on the board, sign bulletins, perform a pre-trip inspection of their vehicle, sign the defect card etc. and be prepared to leave the garage at the start time of the assignment.

- (ii) Ten (10) minutes, at regular rate, shall be paid to each Operator at the end of each assignment to garage to secure vehicle for the last time in that day, to fill out reports on condition of bus requiring attention, secure bus, check for lost articles, etc.

- (b) The report time will be paid in addition to the run time. A spare operator will not be paid the report time of fifteen (15) minutes if they are on “report”.

- (c) Time required to attend any meetings as called by Management. Employees are required to attend unless excused by Management.

13.02 In the case of a Spare Board Operator, straight time for lay-over time if the layover time is not in excess of one (1) hour.

### **13.03 Meal Allowance**

- (a) A meal allowance of nine dollars (\$9.00) will be paid an operator who is assigned overtime work of three (3) hours provided such overtime work constitutes eleven (11) consecutive hours of work exclusive of normal times allowed for meal breaks and every four hours thereafter.
- (b) The mid-shift meal period shall be thirty (30) minutes unpaid for maintenance employees.
- (c) A meal allowance of nine dollars (\$9.00) will be allowed maintenance employees after two (2) hours of overtime and every four (4) hours thereafter.

### **13.04 Voting Time for Government Elections**

Employees shall be entitled to time off work according to government regulation for the purpose of voting in any municipal, provincial or federal election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the employer as may be necessary to provide such hours while the polls are open. The employees shall suffer no loss of pay for such absence.

## **ARTICLE 14 - UNIFORMS AND CLOTHING**

### **Bus Operators**

- 14.01 (a) The Employer will endeavour to tender for uniforms to “union made shops” if their quality and price are competitive, after discussion with the Union on specifications every 24 months no later than June 1st, for the following: (4) pairs of pants/shorts, (6) shirts, (1) sweater and (1) wind-breaker. One (1) winter parka every five (5) years.
- (b) If the operator leaves the company before a two year period, the operator shall reimburse the employer for the cost of the first uniform.
- (c) Changes of clothing may be worn as seasonal changes in weather require. In warm weather, short pants, a short-sleeved shirt may be worn from May 1st to October 31st only.
- (d) Tenders will call for a women’s as well as a men’s cut.
- (e) Bus operators reporting for duty shall be required to wear uniform clothing issued by the Employer. All Bus Operators while on duty must present a neat appearance.
- (f) Bus operators shall receive \$85.00 per year for black footwear, to be added to the first pay in June of each year.

## Maintenance

- 14.02 (a) Safety glasses will be supplied to each garage employee where required. **Effective September 3, 2015 mechanics are eligible for prescription safety glasses of \$150 every 3 years.**
- (b) Coveralls and cleaning of same will be supplied to a maintenance employee upon the turn in of the dirty article.
- (c) Rubber boots, rain hats and coats will be issued to servicepersons who require them. When an article is worn out it will be replaced when an old item is turned in.
- (d) Sufficient rubber boots, rain hats and coats will be made available to other maintenance employees if and when required, and only for the period in which they are needed.
- (e) A choice of winter parka or spring jacket shall be supplied at 2 year intervals. Type of parka and jacket to be distributed will be at the discretion of management.
- (f) Canadian Standards Association approved safety footwear shall be worn by all maintenance employees in accordance with the "Occupational Health and Safety Act and Regulations" and Corporate Safety Footwear Policy.

Upon completion of the probationary period, the Employer shall pay up to \$200.00 towards the cost of CSA approved safety footwear purchased by Maintenance Employees on the condition that they are actively at work and not on long term disability or extended leave of absence or scheduled for retirement within six (6) months. Service persons are eligible for a second pair in any calendar year upon proof of worn footwear; the Employer shall pay up to \$200.00 for the second pair.

## ARTICLE 15 - VACATIONS

- 15.01 (a) An employee shall receive vacation and vacation pay on the following basis: Years of Seniority – the vacation weeks credit shall be calculated on the basis of the calendar year in which the anniversary date of employment falls;

Years of Service as of Dec. 31 of the Calendar Year	Vacation	Vacation Pay as a Percentage of Earnings ending Dec. 31
Less than one (1) year	1 day per month to a max of 10 days	4%
One (1) year <b>or more</b>	2 weeks	4%
<b>Three (3) years or more</b>	3 weeks	6%
Nine (9) years <b>or more</b>	4 weeks	8%
<b>Sixteen (16) years or more</b>	5 weeks	10%
Twenty Four (24) <b>or more</b>	6 weeks	12%

after completing 30 years and over 1 day each year to a maximum of five days.

- (b) An employee may carry forward to the following vacation year up to two weeks' vacation to be signed after all vacation weeks for that year have been signed.
- (c) When Bus Operators are making their vacation selection, up to five (5) operators can take one (1) week in single days to a total of five (5) days departmental seniority prevailing. Single vacation days may be selected after weekly vacation selection including carry overs have been completed. Requests for a single day vacation must be made in writing to the supervisor within (10) days and requests will be based on a first come first serve basis and operational needs. Payment for these days will be based on vacation entitlement. Single day vacation days cannot be accommodated during peak season defined as March Break, July and August, and during Christmas and New Year's weeks'.
- (d) Maintenance employees may take one week of vacation in single days to a total (5) days. Single vacation days may be selected after weekly vacation selection including carry overs have been completed. Requests for a single vacation must be made in writing to the supervisor within (10) days and requests will be based on a first come first serve basis and operational needs. Payment for these days will be based on vacation entitlement.

15.02 Vacation sign-up will be posted on October 1 for the following year with signing to begin two weeks prior to the November sign up based on seniority. Management will not guarantee availability of weeks for an Employee who has chosen not to sign all vacation entitlement during the first round. The vacation carry over requests from previous year will be signed during the second round of vacation picks based on seniority.

15.03 If an employee is absent from work, except while on vacation as provided for in this Article, because of sickness or accident for periods in excess of seven (7) consecutive days at any one time, in any one year ending December 31st of the previous year, there shall be added to his earnings mentioned in Section 15.01 an amount equal to the number of such absent weeks, multiplied by his hourly rate as at the start of each absence, multiplied by 40. This addition shall be made only for a period of absence for which the employee receives Weekly Indemnity benefits or Workers Compensation as a result of his employment with the Employer. An employee who is ill will receive vacation credit up to one year.

#### 15.04 **Maintenance Employees**

- (a) Such specific vacation weeks will be signed according to seniority.

- (b) Should an employee fail to sign his allotted time, his/her name will be by-passed and his/her selection will be made from the remaining dates when he reports to sign. More than one employee in each job classification may be permitted to take vacation, subject to operational requirements.

## **ARTICLE 16 - PAID HOLIDAYS**

16.01 A permanent employee shall receive, without working, his hourly wage rate based on his regular work day with a minimum of eight (8) hours, and a casual/probationary employee shall receive, without working, pay in accordance with the Employment Standards provisions on the following Paid Holidays:

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

and an eleventh, twelfth and thirteenth day in each year as a floating holiday. A fourteenth holiday will be granted if a new holiday is proclaimed by any branch of government in Canada having jurisdiction in the City of Niagara Falls. Floating holidays will be pro-rated for employees known to be off for 30 consecutive days or more for each incident excluding WSIB greater than six (6) months.

Floating holiday requests must be provided seven days in advance and will be granted subject to availability of relief personnel, operational needs and on a first come first serve basis. The Employer will attempt to notify the employee as soon as possible of their response.

All operators must leave choice of floating holiday, in writing with management by October 15, of each year. Choice will be made on a "first come" basis. If selection is not submitted, Management will assign a day off at their discretion. All of the foregoing provided:

- (a) the employee worked his/her regularly scheduled day immediately preceding and immediately succeeding the Paid Holiday, unless excused by the Employer; and
- (b) he worked in the week in which the Paid Holiday fell, unless he was:
  - (i) on vacation;
  - (ii) on the first week of sick absence for which he is in receipt of sickness and accident benefit.
- (c) Employees will not be paid for Paid Holidays over and above payments they may receive from Weekly Indemnity or from Workers' Compensation Board.

- (d) Long service days, thirty years and over to a maximum of four will be classified as floating vacation days and treated the same as floating holidays at eight hours pay. From 34th years on maximum 5 days will be considered a week and will be signed for as other vacation.
- (e) Floating holidays will be granted at any time subject to availability of relief personnel.
- (f) Requests must give seven (7) days' notice, subject to operational needs, first come first serve basis.

16.02 An employee who is scheduled to work on a Paid Holiday (except for Christmas and New Year's) and who works on such Paid Holiday, shall receive in addition to the pay provided in Section 16.01, time and one-half times his regular rate for hours worked on the Paid Holiday and double time his regular rate for hours worked on Christmas and New Year's. A Lieu day for Christmas Day and Boxing Day may be carried over to the next year to be used prior to Victoria Day weekend.

For all other Paid Holidays, if the employee is working on a Paid Holiday, they cannot bank the time. If the employee is on vacation or scheduled to be off on the Paid Holiday, they can bank the time to be taken in the same calendar year.

16.03 If a paid holiday falls on a regular employee's day off or while the employee is on vacation, he/she may request a day in lieu, to be paid their normal days' pay at his/her regular rate. Days may be granted at the discretion of the employer, subject to operational requirements, must give seven (7) days' notice and is on a first come first serve basis.

16.04 Where an employee is on vacation and would, but for being on vacation, be entitled to bereavement leave, the employee will be granted the applicable bereavement leave period at a mutually agreed upon time.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

- 17.01 (a) (i) When an employee is bereaved due to the death of their husband, wife or common-law spouse (if living with spouse), son, daughter, employee's parents, step child and step parent only, he/she shall upon notification, be granted leave- of-absence for up to 5 working days and shall be paid for time lost on these five working days that he normally would have worked.
- (ii) When an employee is bereaved due to the death of his father-in-law, mother-in-law, sister, sister-in-law, brother, brother-in-law, step brother or step sister, son-in-law, daughter-in-law, grandchildren and grandparents, he shall upon notification, be granted leave-of-absence for up to three days immediately prior to and including the day of the funeral and shall be paid for time lost on any of those three days that he normally would have worked.

- (iii) When an employee is bereaved due to the death of his/her parent's brother or sister (employee's aunt or uncle only), or the employees' brothers or sisters children, or the employee's great-grandparents, the employee shall be granted leave of absence with pay for (1) day to attend the funeral.
- (b) Alternatively upon request an employee will be granted leave-of-absence of up to three days with pay for time lost on any of those three days he would have worked on the death of his mother, father, or child, and one days leave-of-absence with pay on the death of any of the other relatives listed herein in those cases where the employee is unable to attend the funeral.
- (c) Where necessary, due to distance factors, further leave-of-absence without pay may be granted upon application.
- (d) Employees who are absent from work due to a leave-of-absence, or are in receipt of Workers' Compensation, or sickness or accident benefits shall not be eligible for bereavement pay.
- (e) Spare Board employees will be paid based on the Employment Standards Paid Holiday calculation if scheduled to work on a bereavement day.

#### **ARTICLE 18 - CALL-IN PAY**

- 18.01 An employee called in shall receive a minimum of two (2) hours' pay.
- 18.02 If Operators are called in to the office for any reason while on their lunch break and kept longer than 10 minutes their entire lunch will be paid.
- 18.03 A maintenance employee called to report in an emergency for any out-of-town bus will be paid at time and one-half with a minimum of three (3) hours for the emergency (with the exception of Niagara Falls Transit buses).
- 18.04 If a transit operator is absent from work, Management, at its discretion, may call in an employee on lay-off to cover the employees work. The employee called in will be guaranteed a minimum of 4 hours. No recall or layoff notice will be required in reference to this article. The employee called in will be offered the duration of the work and such available work will not be split unless it can't be covered.
- 18.05 The report person must perform the work to which he is assigned.

#### **ARTICLE 19 - EMPLOYEE WELLNESS AND BENEFIT PLAN**

- 19.01 (a) Employees will be eligible to employee benefits as outlined based on casual or permanent status.

- (b) The Employer agrees to contribute one hundred percent (100%) of the cost of the Employee Wellness and Benefit Plan including all items set out in Section 19.02.
- (c) If an employee is laid off for a period of more than one month, his/her benefits will be canceled during the period of layoff unless the employee chooses to pay the premiums.

19.02 Effective August 9, 2010, employees receiving permanent benefits will continue to receive those benefits. Notwithstanding the above, employee benefits are based on permanent or casual seniority status.

The Employee Wellness and Benefit Plan shall consist of the following items, with any increases in coverage effective from the date this Agreement is signed:

- (a) **A permanent employee is eligible for \$70,000 Life Insurance, or one and a half (1.5) times their basic annual wages or salary to the next highest \$500, whichever is greater. \$4,000 for spouse and \$3,000 for each dependent child.**

Casual employee is eligible for Life Insurance - \$10,000

- (b) Casual employees are not eligible for Weekly Indemnity benefits or Long Term Disability; unless they are previously receiving them.

A permanent employee is eligible for Weekly Indemnity benefits of 80% of employees' wages, based on the employees' 40-hour week.

Benefits commence on the first day of disability due to an accident or if hospitalized including day surgery, on the first day, or on the third day of disability due to sickness, and are payable for twenty-six (26) weeks during any one period of disability. This results in a combined coverage including Employment Insurance of about forty-one (41) weeks.

- (c) Casual employees are not eligible for Weekly Indemnity Benefits or Long Term Disability benefits; unless they are previously receiving them.

A permanent employee is eligible for Long Term Disability payments of 75% of monthly wages up to the maximum of \$3,000 will be paid per month to age 65, less amounts of any payments received from Canada Pension Plan as disability benefits, with benefits commencing following the run out of the maximum period of the Weekly Sickness and Accident Indemnity Plan, plus Unemployment Insurance Sick Benefits or about forty-one (41) weeks after the commencement of Weekly Indemnity claim.

- (d) Extended Health Care Plan on a basis of \$10 (single) / \$20(family) maximum deductible (no co-insurance), **mandatory** generic drug substitution (unless Doctor prescribes otherwise), including vision care of **\$400** every two years (**effective September 3, 2015**). **Dispensing fee**

**cap of \$12 per prescription (effective September 3, 2015).** Semi-private hospital coverage. Massage therapist, Chiropractor, Naturopath and Physiotherapist up to \$1,000/year. Erectile dysfunction tablets prescribed by a Health Care Practitioner 50% co-insurance to \$500 per employee per year. **Effective September 3, 2015 Hearing Care with a benefit of \$1,500, maximum every 3 years.** Cost of eye exam to a maximum of \$100/24 month period.

An allowance of \$50.00 will be paid to mechanics whose prescription glasses are damaged while performing their duties, when a bill is submitted to the company and they have used up their allotment under the eye glass policy.

(e) Retirement Allowance

25 years' service – Drugs/Life Insurance - to age 65

30 years' service – Drugs/Life and Dental – to age 65

Note: must be on OMERS pension and 50 years of age or older.

(f) The dental plan will be updated in each year to reflect the previous years' ODA rates with cleaning every 9 months. Dental improvements to include: Orthodontics 50% co-insurance to \$2,000 maximum per dependent, root canal 100% of total cost, major restorative including dentures 50% co-insurance to \$2,000 per year (effective January 1, 2014).

(g) Sick Leave

Employees will be allowed (4) sick days per year. Employees will be paid 80% of (1) days' pay for each of the above (4) days. (Must be put on time sheet or time card.) Any absence in excess of four (4) days may require a Doctor's note. Any sick days not used by December 31st of each calendar year will be bought out by the employer (100% of one day's pay) for each day not used (limit of four). The payment for these days will be made no later than the end of January of the following year by direct deposit with regular pay. In the first year of attaining seniority, sick leave will be pro-rated quarterly based on the employee's seniority date.

When an Employee books sick, he/she shall notify the Supervisor a minimum of one (1) hour from the start of their shift.

When an employee is returning to work he/she shall notify the office by 10:00 a.m. on the previous day he/she will return.

(h) Employee Assistance Program for all employees who are entitled to Employee benefits.

- 19.03 The terms of the policies and the rules and requirements of the various carriers of the Employee Benefit Plan will govern. The employer may change carriers during the life of this Collective Agreement but may not reduce the benefit from the negotiated agreement.
- 19.04 When an employee is off work and is eligible to receive Weekly Sickness and Accident Indemnity, or due to sickness or accident is eligible to receive Unemployment Insurance benefits, or due to accident while at work is eligible to receive Worker's Compensation, the Employer will, on written application from the employee, grant an interest free loan to such employee of \$250.00 per week while waiting to receive such benefits, up to a maximum equivalent to his accrued vacation pay. Such loan to be paid back to the Employer as soon as possible and not later than the week following receipt of the first such benefit payment for the disability period for which such loan was made.
- 19.05 The benefits in the Weekly Sickness and Accident Insurance have been granted by the Employer and accepted by the Union with agreement that the Employee waive all rights to any portion of the rebate obtained from the Unemployment Insurance Commission, if such insurance qualifies rebate.

## **ARTICLE 20 - PENSIONS**

- 20.01 The Corporation and the employees shall make contributions in accordance with the provisions of the Ontario Municipal Employees Retirement System and the Canada Pension Plan.
- 20.02 For the purpose of calculation under the Ontario Municipal Employees' Retirement System contributions will be calculated on regular earnings only (not overtime).

## **ARTICLE 21 - DEFINITION**

- 21.01 A "regular assignment" pertaining to bus operators shall be runs that require approximately a standard work week of not less than forty hours and shall be designated by the Employer. An employee performing a regular assignment shall have his or her pay reduced by any part of the assignment not performed by him.
- 21.02 An "emergency" is an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 21.03 The word "employee" in this Agreement shall mean the employees for whom the Union is Bargaining Agent as set out in Article 2.01 (b).
- 21.04 Maintenance employee is an employee working for the Garage Section.
- 21.05 Student and/or Co-op Student is an employee who has a return date to a continuing educational Institute.

- 21.06 "Travel Time" is time spent travelling to or from an assignment in the course of business, the Union and the Employer will review such times by travelling the route in a bus to formulate the real times needed to travel either to or from the assignment.
- 21.07 "Secure Vehicle" park bus in appropriate area, apply maxi-brake, take bus out of gear, shut engine down, close all windows, check for lost articles on the bus, ensure no passenger is left on bus, check for and report any damage, fill out bus defect card, and when leaving the bus, see that all doors are closed and secured. Sign in vehicle.
- 21.08 "Report Person" is a Bus Operator who is scheduled to cover potential sudden book offs, extras, break downs, charters and other duties assigned.

## **ARTICLE 22 - HEALTH & SAFETY**

- 22.01 The Employer will continue to make adequate provisions for the safety and health of employees during the hours of employment. The present Health & Safety committee will continue to function. This Committee will be composed of three members of Management and three members selected by the Union.
- 22.02 All video cameras installed on property or equipment is for security purposes only.
- 22.03 Security passes and/or key fobs shall not be capable of enabling any person to obtain the personal information of any employee.

## **ARTICLE 23 - BULLETIN BOARDS**

- 23.01 The Employer agrees to the posting of Union notices on bulletin boards provided for that purpose by the Employer. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the Manager or his representative, who shall arrange for their prompt posting.

## **ARTICLE 24 - NOTICES**

- 24.01 The Employer will give the Union written notice of the names of their supervisory staff.
- 24.02 Each employee shall keep the Manager and the Union informed of his current address and telephone number. Any employee who does not keep the office so informed may lose the benefits of this Agreement regarding notice and may be subject to other discipline.
- 24.03 Notices to the parties shall be addressed to:
- (a) General Manager, Niagara Falls Transit, 8208 Heartland Forest, Niagara Falls, L2H 0L7

and Human Resources, City Hall, 4310 Queen Street, Niagara Falls, L2E 6X5

(b) To be deposited in the 'Union' mailbox in the case of the Union.

**ARTICLE 25 - GENERAL**

25.01 In an effort to address the concerns of the Union (LOCAL 1582) that Privatization or a merger would adversely affect the existence of the Union; The Corporation of the City of Niagara Falls and Local 1582 of the Amalgamated Transit Union agree that should Niagara Falls Transit be privatized, merged with another company, or become a department of the Region of Niagara, the employer will make every reasonable effort to protect the interests of the members of ATU Local 1582.

25.02 The Employer will arrange to have this collective Agreement printed and distributed, with the Union and Employer sharing equally in the cost of printing standard booklet form.

**ARTICLE 26 - DURATION OF AGREEMENT**

26.01 This Agreement shall go in effect January 1, 2015 and shall continue in effect December 31, 2016, and thereafter shall continue from year to year, unless not more than ninety (90) days or less than sixty (60) days prior to December 31, 2016, or any subsequent year, either party gives written notice to the other party that it desires revision, modification or termination.

26.02 In the event of notice being given, negotiations with a view to arranging a new agreement shall begin within fifteen (15) days.

DATED at the City of Niagara Falls, Ontario this **20<sup>th</sup> day of November, 2015.**

**FOR THE EMPLOYER**

**FOR THE UNION**

_____	_____
_____	_____
_____	_____
_____	_____

March 5, 2012

**Letter of Understanding**

**between**

**The Corporation of the City of Niagara Falls**

**and**

**Amalgamated Transit Union Local 1582 (ATU)**

The Corporation of the City of Niagara Falls and ATU Local 1582 agree to the following interpretation and definition of Article 6.03 (b).

**Article 6.03 (b)** Any disciplinary notation or warning in writing shall be removed from an employee record after a period of twenty four (24) months, provided that there is no other discipline during that time period of a similar or related nature.

**Interpretation:** the twenty four (24) month period is defined by the period of time between the date of discipline and date of current incident.

**Date of Discipline:** is to be defined as no later than 7 week days from the date of the incident or the date that the Corporation is made aware of the incident whichever is greater.

Dated this 7 day of March, 2012.

Signed on behalf of the Corporation

David Stuart  
Robert [unclear]  
Brenda [unclear]

Signed on behalf of ATU Local 1582

[Signature]  
A. Travers

**Letter of Understanding**

**Between**

**The Corporation of the City of Niagara Falls**

**and**

**Amalgamated Transit Union Local 1582**

The Corporation of the City of Niagara Falls and ATU Local 1582 agree to the following provisions and amendments to the Collective Agreement in regards to all members who are off on LTD / WSIB with no return to work date within 14 calendar days before the start date of signing for the applicable signup/vacation period.

**Article 8.04(a) Work Assignments Posting**

This letter is applicable only to members who have been off on LTD/WSIB as provided under Article 19, for a period of 41 weeks or longer, a member who has been off will not be permitted to sign for work assignments as provided in Article 8.04(a) unless they have provided a return to work note as stated above. When the employee has provided such note he/she will sign a work assignment as their seniority would have enabled them to do if they had not been off. If the employee returns to work anytime during the signup period and have not provided notice as above, they will take the lowest signing position (with a 40 hour guarantee if applicable) for the remainder of the signup. The employee will be put back to their original signing position at the start of the next signup period.

**Article 15.01 (a) Vacation Posting**

This letter is applicable only to members who have been off on LTD/WSIB as provided under Article 19, for a period of 41 weeks or longer, a member who has been off will not be permitted to sign for vacation as provided in Article 15.01 unless he/she has provided a return to work note as stated above. When the employee has provided such note on their return to work they will then be able to pick their full vacation allotment, if they so choose, only from remaining open weeks.

The Parties agree that nothing in this letter will change any provision in the collective agreement as it pertains to any other member off for any other reason. For any absences of more than 21 days but less than 41 weeks, article 8.04(b) will still apply with regards to return to work notes and job postings and article 15, for vacation weeks.

**For the Union**

*Margaret Gilbert*

*Linda L. Stevens*

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\_\_\_\_\_

**For the Employer**

*L. David Stewart*

*L. Ch...*

*Jan...*

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**Effective upon signing, this 13<sup>th</sup> day of November 2015.**

# Letter of Understanding

Between

The Corporation of the City of Niagara Falls

And

Amalgamated Transit Union (ATU 1582)

## OVERTIME HOURS WORKED

This letter of understanding defines the conditions agreed to upon by the Corporation of the City of Niagara Falls and the Amalgamated Transit Union (ATU Local 1582), to work more than 48 hours in any specific week, within the parameters as stated by the Ministry of Labour's Employment Standards Act, 2000 c.41.

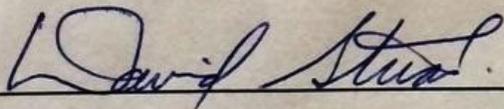
As the nature of work performed by Unionized Transit Members (ATU), necessitates irregular distribution of weekly hours worked, section 17 (3)(a), of the Employment Standards Act provides the ability to establish an agreement to allow such employees to work over the set limit of 48 hours a week (but not to exceed 60 hours per week).

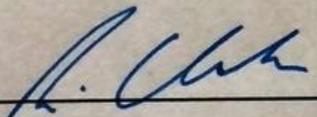
Compensation for regular scheduled hours and overtime hours will continue to be paid as provided in the Collective Agreement. In addition, overtime hours will be assigned as provided in the Collective Agreement.

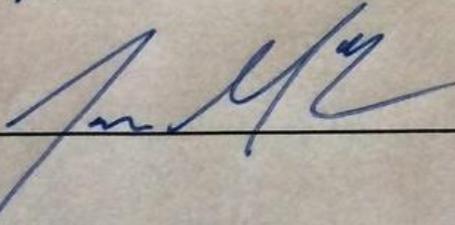
This Letter of Understanding will become effective on November 13, 2015 and will remain in effect until December 31, 2016. The City of Niagara Falls and ATU Local 1582 will meet prior to the expiry of the agreement and determine if it will be renewed.

Dated November 13, 2015

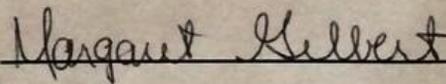
Signed on behalf of the Corporation

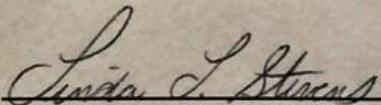
  
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Signed on behalf of ATU Local 1582

  
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