



COLLECTIVE AGREEMENT

between

**The Corporation of the
City of Welland**

and

**The Amalgamated Transit Union
Local 1633**

For the Period of:

January 1, 2015 to December 31, 2017

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THIS AGREEMENT made this ___ day of _____2015

B E T W E E N:

THE CORPORATION OF THE CITY OF WELLAND

hereinafter called "the Corporation"

OF THE FIRST PART

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 1633

hereinafter called "the Union"

OF THE SECOND PART

WITNESSETH:

ARTICLE 1 - PURPOSE

- 1.01 The agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation, its employees and the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Corporation and its employees and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

ARTICLE 2 - RECOGNITION

- 2.01 The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Welland Transit system, save and except Supervisors, Coordinators and persons above the ranks, as well as office clerical staff.

ARTICLE 3 - RELATIONSHIP

- 3.01 (a) The Corporation has the right to make and alter the rules and regulations to be observed by the employees, provided that no change shall be made without thirty (30) calendar days prior notice to the Union.
- (b) After hiring an employee, the person shall be introduced to a member of the Union, by Management, as soon as conveniently possible.
- (c) The Union Executive shall be notified by the Corporation of any hires, quits, terminations, lay-offs or recalls.
- (d) As a condition of continued employment, all Operators and Maintenance

personnel must have and maintain either a valid "C" or "B" license with a "Z" endorsement.

- (e) The Corporation agrees to supply new hires with a current copy of the Collective Agreement.
- (f) The parties agree that OMERS is the recognized pension plan for eligible Transit employees. The parties further agree to abide by the terms and conditions of the pension plan.

3.02 The Union agrees that it is the sole and exclusive right and function of the Corporation through its representatives to operate the Welland Transit System and without limiting the foregoing, these rights and functions shall be deemed to include:

- (a) to hire, promote, to demote, to discharge, to lay-off or to discipline any employee for just cause subject to the grievance procedures hereinafter set out. Any disciplinary action by the Corporation will be taken within ten (10) working days from the date Management becomes aware of the occurrence for which discipline is to be levied.
- (b) to manage the enterprise in which the Transit System is engaged and without restricting the generality of the following, to determine the methods and procedures to be used, the kinds, location and use of equipment and maintenance of the same, the processes, materials and parts to be incorporated in the work and to determine routes, stops, times and schedules, qualifications of all employees and the extension or curtailment of the transit operation in order to facilitate the provision of effective and efficient public Transit Service.
- (c) to make and enforce such rules and regulations to be observed by employees for the maintenance of discipline and efficiency within the System subject to the Corporation notifying the Union in writing of any changes in such rules and regulations before they are put in effect.
- (d) Work schedules may change from time to time to meet the needs of the service. Prior to the implementation of any new schedules, there shall be consultation between the parties.

Management further agrees to review any modification proposed by the Union and if such modifications do not adversely affect the efficiency or level of service as determined by management, the same will be implemented.

3.03(a) When an employee is called to the office for matters that may lead to discipline, the employee shall have the right to see the Corporation official concerned in private. The Corporation agrees to the presence of a member of the Union Executive if requested. The member of the Union Executive shall be chosen by the employee from Union Executive members working that day. If no Union representative is available, the meeting shall be postponed until such time that a Union representative is available.

All employees covered by this Agreement are covered by and have access to the processes set out in the Corporation's current Workplace Discrimination and Harassment Policy.

- (b) Waiver forms shall be supplied by the Union and must be properly signed by employees who wish to decline Union representation.
- 3.04 The Union will not engage in Union activities or hold meetings on any property or in the vehicles of the Corporation or during work hours without the permission of Management.
- 3.05 The Corporation agrees to the posting of union notices solely relating to appointments, meetings, elections and conventions on a bulletin board provided for that purpose by the employer. All other notices, announcements etc., must be approved by management prior to posting. Management reserves the right to refuse posting of any material that could be considered offensive, slanderous or inflammatory to an individual or the Corporation.
- 3.06 Any employee will have access to his/her Personnel File within a reasonable time following written request to the Human Resources Department. A written disciplinary action imposed upon an employee shall be purged from the employee's file and invalid for purposes of further disciplinary action, twelve (12) months after imposition, unless there are any additional disciplinary offences within such (12) month period.
- 3.07 In the handling of disciplinary cases, the discipline record of an employee will not be considered in assessing current discipline beyond the previous two (2) years.
- 3.08 In the event that the work performed by an employee is altered as a result of technological changes so that additional short range training may be required, the Corporation is willing to train such employees where practicable to enable them to perform such work.
- 3.09 The Corporation will recognize a Union Bargaining Committee of three (3) employees.
- 3.10 The Corporation shall pay the Union Bargaining Committee's wages for those days of negotiations that fall on a committee member's regular scheduled day of work, including the day the Contract is ratified.
- 3.11 It is not the intention of the Corporation to perform Bargaining unit work with management staff; however, the Corporation shall be entitled in an emergency, to use its supervisory staff to operate the motor vehicles, and related maintenance duties. In this respect, emergency shall mean a short term situation where no qualified bargaining unit employee is available on site.
- 3.12 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

- 3.13 The Corporation shall provide bulletin boards in mutually satisfactory locations for use by the Union in posting notice of Union activities. Also such notices must be signed by the proper officer of the Union.
- 3.14 The Union and the Corporation desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason the Corporation shall print, at its own cost sufficient copies of this agreement in booklet form within ninety (90) days of signing. The Corporation shall also supply the Union with an electronic copy of the agreement.
- 3.15 A Labour/Management Committee will be recognized, consisting of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Employer. The Committee will meet every two (2) months to discuss labour relations issues or problems, other than Grievances, and issues pertaining to the employment or working relationships between the Parties. It is understood that the function of the Labour/Management Committee will not conflict with the role of the Negotiating Committee.
- (b) Wages for the three (3) unionized employees to attend Labour Management meetings will be at the expense of the Employer.
- 3.16 If a complaint is to be considered for disciplinary action, a signed statement must be received from the complainant by the Employer within thirty (30) days of the incident.
- 3.17 Accident or incident reports shall be completed and submitted at the end of a shift and employees will be paid thirty (30) minutes straight time (if report is filled out after the shift) provided the report is filled out correctly. A copy of all reports will be supplied to the Union.

ARTICLE 4 - NO DISCRIMINATION OR COERCION

- 4.01 The Corporation and the Union agree that there shall be no discrimination harassment as defined by the Ontario Human Rights Code, interference, restriction or coercion exercised or practiced by either of them with respect to any employee by reason or age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, place of residence, or by reason of any employee's membership or lack of membership or activity in the Union. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the Human Rights Code of Ontario, as amended.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

- 5.01 The Corporation agrees that each new employee, after thirty (30) days of employment, and each present employee shall as a condition of employment become a Union member.

- 5.02 (a) The Corporation shall deduct from each employee the amount of the Union dues as laid down by the Union and remit to the Financial Secretary of the Union said dues each month. A list of employees from whom dues were deducted will be submitted to the Union monthly.
- 5.02 (b) The Corporation will deduct delinquent dues upon written notification by the Union only if the employee is still on the payroll and receiving wages from the Corporation. If the employee is not working, the collection of delinquent Union dues shall be the sole responsibility of the Union.
- (c) The Employer shall record on the T-4 slip of each employee, the actual amount of union dues deducted during the previous year.
- 5.03 The Union agrees that the City shall have the right to employ extra board operators, subject only to such employee paying normal Union dues and assessments as shall be set from time to time, and normal Union dues and assessments shall be deducted by the City from the pay of such employees and remitted to the Union.
- 5.04 Extra board operators shall not be entitled to any fringe benefits under the contract, nor shall they have the rights to the grievance procedures concerning lay-off or discharge, provided the discharge is for just cause.
- 5.05 Extra board operators shall not acquire any seniority rights, nor shall they be entitled to vacation pay, except as are set out in The Employment Standards Act. Vacation pay shall be paid on a bi-weekly basis. Service time as an extra board operator shall not be considered for vacation entitlement when an employee obtains full time status. Statutory holiday pay shall be paid in accordance with The Employment Standards Act and only those days recognized in the Act as statutory holidays shall be paid.
- 5.06 The President, Vice President and the Executive at Large shall receive copies of all correspondence directed to the Union.
- 5.07 It is not the intention of the Corporation, as of the signing date of the Collective Agreement, to contract out Transit Services. If the Corporation, for economic reasons, contracts out Transit Services it will minimize the impact to its employees. No regular employee during the duration of this agreement shall lose their employment due to contracting out.
- 5.08 The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit which conflicts with the terms and conditions of this Agreement. No employee or group of employees in the bargaining unit shall undertake to represent the Union at Meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees of the bargaining unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its' officers or appointed representatives. Likewise, the Employer shall supply the Union with a list of its' supervisory personnel with whom the Union transacts business.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 During the term of this agreement and in view of the orderly procedure for settling grievances, the Union agrees that there will be no strike, and the Corporation agrees there will be no lock-out.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For the purpose of this agreement, a grievance is defined as a dispute or complaint involving the interpretation, application, administration or alleged violation of the provisions of this agreement.

- 7.02 The Union shall establish a Grievance Committee of not more than two (2) employees and shall inform the Corporation, in writing, of the names of the members of the said Committee. The Grievance Committee shall be paid for all grievance meetings by the Corporation.

- 7.03 Verbal
It is understood that an employee alleging to have a grievance must first discuss his/her complaint with his/her direct Supervisor or in the absence of the Supervisor with Transit Co-ordinator. Such complaint shall be discussed with the Supervisor within ten (10) working days after the circumstances giving rise to the complaint or thirty (30) days if the issue relates to a payroll matter. The Supervisor shall have five (5) working days to give his/her reply. If the reply is unacceptable, the employee has five (5) working days to submit the grievance in writing at Step 1.

- 7.04 Step 1
If the grievance is not settled at the verbal stage, the employee has five (5) working days after receipt of the verbal response as per Article 7.03, to submit his/her grievance in writing to the Transit Manager. The Transit Manager shall convene a meeting of the Union Grievance Committee as soon as possible but no longer than ten (10) working days. A representative from Human Resources may attend this meeting. The Transit Manager shall give his decision in writing within five (5) working days of the meeting.

- 7.05 Step 2
If the grievance is not settled in Step 1, the grievance may be submitted, in writing, to the General Manager, Integrated Services within five (5) working days of the reply required under Step 2. The grievance shall specify the facts and the sections of the agreement claimed to be violated or relied upon. The General Manager, Integrated Services shall give his decision in writing to the grievor and the Grievance Committee within five (5) working days of the receipt of the written grievance.

- 7.06 Step 3
An employee who considers the decision of the General Manager, Integrated

Services unsatisfactory may place the grievance in the hands of the Union Committee which shall meet with the Corporation within fifteen (15) working days of the receipt of the answer from the General Manager, Engineering, Public Works and Transportation Services. The City Manager shall give his decision within fifteen (15) working days after the hearing. The City Manager has the right to have present at this and all subsequent meetings, if required, any advisor, which he feels necessary to effect satisfactory settlement of such matters. At the inception of, or during this stage, the members of the Union Grievance committee presenting this matter or the City Manager will allow representation of the Local Union to be present at such meetings and all subsequent meetings necessary to effect satisfactory settlement of such matters.

The decision of the Corporation will be given in writing, and the acceptance or rejection by the union will be given in writing.

7.07 In this article, working days does not include Saturday or Sunday or Statutory Holidays.

7.08 The time limits as specified in the Grievance Procedure may be extended by mutual agreement.

7.09 Policy Grievance

When it is evident that a grievance is of such a nature that it is beyond the jurisdiction of a Supervisor, the Union may present such a grievance directly to Transit Management as a Policy Grievance and it will go directly to the General Manager, Integrated Services, Step #2.

A Policy Grievance is defined and limited to one which alleges:

1. An incorrect interpretation or administration of the Agreement which may affect the collective interests of the Bargaining Unit.
2. A breach of an announced or existing policy of the Corporation concerning benefits or rights established under the Collective Agreement.

ARTICLE 8 - ARBITRATION

8.01 (a) Both parties to this Agreement agree that a grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the Steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a Sole Arbitrator as provided for in Section 49(1) of the Ontario Labour Relations Act. If the parties are not able to agree upon such an Arbitrator within fifteen (15) working days of the notice of arbitration, the Minister of Labour will be requested to appoint an Arbitrator.

(b) Either party may request a Board of Arbitration in which case the Nominee of each party shall be appointed within fifteen (15) days of the notice of arbitration and the Nominees of each party shall elect a Chairperson of the Board of Arbitration.

- (c) The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any provision of this Agreement or to substitute any new provisions for any existing provisions.
- (d) Each of the parties to this Agreement will bear the expenses of its Nominee and the parties will jointly bear the expenses of the Chairperson or of a Sole Arbitrator.
- (e) No person shall be selected as a Nominee or Chairperson who has been directly involved in attempts to negotiate or settle the grievance.
- (f) In this article, "days" shall not include Saturdays, Sundays or Holidays and any period of days may be extended by mutual agreement.
- (g) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter, modify, or set aside penalties imposed as a result of disciplinary action and state the compensation due, if any, which is deemed equitable.
- (h) The Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. This decision is final and binding upon the parties and upon the employee or the employer affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is not a majority decision, then the decision of the Chair governs.

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority shall become effective only after an employee has been employed for a three (3) month probationary period in any job or position on a full-time basis for which the Union is the bargaining agent and then shall be measured from the date of the original employment with the Corporation in such full time job or position. Seniority shall not apply to any of the original employment in such job or position prior to employment with the Corporation. If the employee is absent due to illness or injury during this probationary period, the number of working days absent will be added to the probationary period.

Notwithstanding, Article 8.01 for the purpose only of determining seniority for the filling of posted jobs the following terms shall apply.

- i) When an employee from the maintenance shop bids on an operator position their seniority will not allow them to out bid a regular full-time operator with less seniority; and if such employee does fill the vacancy he/she shall be placed last on the seniority list for the purpose of filling future vacancies, posting to runs and overtime. Bargaining Unit seniority is an exclusive right and shall be under the sole jurisdiction of the Union.
- ii) Similarly, operators who post to the maintenance shop will be governed by the same process.
- iii) The eligibility of extra board employees for obtaining a full time position will be based on their date of hire.

- iv) Extra board operators cannot use their service to out bid any regular full-time employee; and, if such extra board operator does fill the vacancy he shall be placed last on the seniority list for regular operators for the purpose of filling future vacancies, posting to runs and overtime.
 - v) Any extra board operator who refuses work five (5) times in a row, shall be terminated. Such extra board operator can re-apply for reinstatement in the future when he/she would be available for work.
- (b) An employee who is suspended from duty, shall have the hours of the suspension counted as hours worked for the purpose of overtime and extra work entitlement.
 - (c) When a regular operator has been reassigned as an extra board operator, seniority will continue to accumulate to a maximum of twenty-four (24) months.
- 9.02
- (a) 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 job outside the bargaining unit, the employee shall retain his seniority in his former job classification for one (1) year provided the employee pays dues, fines and assessments to the Union during this one (1) year period. If the employee requests to return to his former classification before he has completed one (1) year in this new job, the employee will be credited with his seniority accrued prior to his transfer from the Union provided the employee paid his dues, fines and assessments to the Union. This opportunity will not be given more than once to any employee unless the reason for the transfer is to fill in for a medical leave.
 - (b) After completing the probationary period, employees shall be credited with seniority for the time served and they shall become junior to the last person on the seniority list. All employees shall serve only one probationary period.
 - (c) An employee who resigns from employment with the Corporation shall be entitled to withdraw his/her resignation within two (2) working days of having submitted the resignation in writing. For the purpose of this clause, working days does not include Saturdays, Sundays or holidays. This privilege shall only be allowed once per employee.
- 9.03
- Opportunities for overtime or extra work shall be distributed by the Corporation among employees who normally perform work of a similar nature according to seniority. Full-time employees requesting extra or overtime work must sign the weekly posted sheet. The Supervisor will assign available work using the weekly crew assignments and the employee listing for available work. The seniority rights set out in this paragraph shall not apply to any employee who has worked forty-four (44) hours in a single regular work week or whose total hours in a regular week would exceed forty-four (44) hours if the available overtime or extra work was offered to and worked by such employee. Employees not working the extra work offered will be placed at the bottom of the seniority list for the balance of that work week. Employees will not lose this seniority if one (1) day is written on the posted sheet that they will be unavailable to work.
- (a) Extra work shall be given to split crews and Well-trans operators according to

seniority, where practicable and where possible.

- (b) The relief operator shall have the choice of a day off according to seniority from Monday to Friday only as long as the selection does not place another employee in a position of having less than 8 hours between shifts.

9.04 In filling vacancies, new jobs and in making promotions and in making transfers, the Corporation will consider the following factors:

- (a) seniority; and
- (b) knowledge, efficiency and ability to perform the work.
- (c) physical ability to perform the functions of the position
- (d) the Corporation agrees to fill any full time vacancies or new positions within a two (2) month period beginning from the time that the position becomes available.

Where in the judgement of the Corporation, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in factor (b) and (c) are relatively equal, seniority shall govern.

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

- (a) if the employee quits;
- (b) after twenty-four (24) 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 without approved leave for five (5) consecutive working days without having notified the Employer directly, or in writing, unless a satisfactory reason is given;
- (e) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his last known address on the Employer records to report to 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 in writing;
- (g) if an employee is unable to return to work from a disability leave after twenty-four (24) months or a period equal to his/her length of service with the employer prior to such disability, whichever is the greater;
- (h) if a disabled employee is rehabilitated on a job with another employer;
- (i) if the employee retires.

9.06 (a) In the case of lay-offs, sick leave benefits for long term disability plan would be terminated immediately.

- (b) In the case of lay-offs, or when an employee is moved from full time back to extra board, benefits are identified in Article 14 shall be cancelled after four (4) months.. No regular operator can elect to become an Extra board operator, unless said employee is subject to lay-off.
- (c) The Corporation agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to recall employees following layoff; employees shall be recalled in the reverse order in which they were laid off, provided they have the necessary qualifications to perform the work required.

It shall be the employee's duty to notify the Corporation promptly of any change in address. If an employee should fail to do this, the Corporation will not be responsible for failure to reach such employee.

- (d) When a regular operator's crew is temporarily suspended due to scheduling for four (4) months or less, their benefits and eligibility for paid vacation shall not be impacted.

9.07 (a) In all cases of lay-offs, recalls and assignment to senior shifts, preference shall be given to the employee with the greatest seniority.

- (b) In the case of reduction of service within the transit system, every effort will be made not to job share but to maintain the existing hours of work for the remaining senior full-time employees and in the event of lay-offs, such lay-offs will be done in accordance with Article 9.06.

- (c) Extra board employees shall not be used for the purpose of laying off, bumping or displacing full time employees.

9.08 (a) Posting of Runs

Operators may sign for crews on the basis of full-time seniority. Sign ups will be posted two (2) weeks prior to the start of employees signing for their crew bid. Signing will take place Monday to Friday. Operators will have a set time and date to sign for their crew and if an Operator fails to sign up, he/she shall forfeit their turn. Operators shall sign in their time frame or leave a choice with the Supervisor or a Union Executive member. A minimum of four (4) Operators will sign in one day.

- (i) All runs or crews shall be posted four (4) times per year. There will be four (4) thirteen (13) week sign-ups. The summer bid shall be thirteen (13) weeks prior to Labour Day.

Upon completion of the sign up, Operators shall remain on their chosen crews until rebidding at the next sign-up unless a vacancy opens that will be a minimum of one (1) week in duration. In that case, at the time of the next posted weekly schedule two (2) movements by seniority will be allowed. The third open position shall be filled by the senior available extra board operator. In the case of a vacancy that is less than one (1) week duration, if

it is on a daily basis it will be filled by the Garage/Report person. If it is known to be for a full calendar week, at the time of the next posted schedule the senior available extra board operator will be scheduled to fill the vacancy.

- (ii) A vacation relief board will be posted for the summer bid at the same time as the related sign up board. An operator may waive his or her right to select a run on a regular board according to seniority and select the vacation board work. If vacation relief work is chosen, Operators must bid for a vacation week whenever there is one available. Once vacation work is chosen the Operator must remain on the chosen crew and may not bid for any crews which may come open later in the bid. Only when no vacation weeks are available, will the vacation relief person be allowed to go off the board and choose open pieces of work by seniority.
- (iii) If an operator has not signed the bid sheet due to illness or leave of absence at the time of sign-up a Union Officer shall sign on their behalf.
- (iv) If an Operator is absent due to vacation during the sign-up, he/she shall fill out the Crew Selection Sheet and hand it in to the Supervisor or Union Representative before the bidding begins.
- (v) Where after a general sign-up, the Corporation makes a material change in a regular run by adding a crew or shortening a crew, operators may request in writing, the Corporation to have an immediate sign-up.
- (vi) During the life of the current Collective Agreement an available crewed piece of work of thirty (30) hours or more which becomes available for a period of six (6) months or more will be placed on the bid sheet.
- (vii) floaters to be taken during signup must be requested fourteen (14) days in advance.

9.08 (b) WELL-TRANS

- (i) The relief operator and Well-trans operators will have a choice of a day off according to their seniority, from Monday to Saturday.
- (ii) The position of Well-Trans operator will be posted in conjunction with the regular transit sign-up. Operators with seniority, capable of performing the duties, shall be given preference.
- (iii) If an operator is absent due to illness or leave of absence for six (6) weeks or more at the time of sign up a union officer shall sign on their behalf.

If an operator is absent due to illness for six (6) weeks or more at the time of sign up, that employee must present the work slip from a doctor five (5) working days prior to the date of return to work. A vacancy for six (6) weeks or more prior to re-bidding, the Corporation will re-bid from the vacancy position in seniority.

9.09 For the purpose of this Agreement:

- (a) A regular full time employee is defined as an employee whose regularly scheduled work week, on the bid sheet, is in excess of 30 hours.
- (b) An extra board employee is defined as an employee who has no guarantee of hours of work, and/or is not on the bid sheet and performs report person/maintenance duties as required. Extra board employees are on probation for the first twelve months of employment. All employees shall serve one probation period only.

Extra board employees shall be assigned work after regular full time operators have been scheduled their bid crews.

- (c) As a condition of ongoing employment, all Extra board employees shall make themselves available to work up to forty-four (44) hours per week over six (6) days.

Extra board employees shall be assigned to cover any work prior to such work being offered as overtime to regular operators.

Extra board employees shall not work over forty-four (44) hours in any given week until all regular operators have been canvassed for overtime in accordance with overtime provisions in the Collective Agreement.

In any event Extra board employees shall receive one and a half (1-1/2) times their hourly rate worked in excess of forty-four (44) hours per week excluding drive time which shall be paid at normal hourly rate.

A day off for Extra board employees shall be assigned by the Supervisor. An Extra board employee shall be entitled to one day off per week as assigned by the Supervisor.

9.10 The Corporation shall prepare separate up-to-date seniority lists of permanent and Extra board employees twice a year at January 15th and July 15th. A copy of such list will be posted and also forwarded to the Union. Up-to-date information on seniority at other periods will be available to union representatives upon reasonable notice. Seniority, as posted, will be deemed final and binding and not subject to complaint or grievance unless such complaint is made within sixty (60) calendar days from the date of the current posting being placed upon the bulletin board.

ARTICLE 10 - HOURS OF WORK

10.01 A normal work week for regular operator shall consist of five (5) days of variable hours. The five (5) days that any employee shall work in any week shall be designated by the Corporation, provided, however, that wherever possible, an employee shall be given two (2) consecutive days off in each seven (7) day week.

10.02 It is understood that the provisions of this Article are intended only to provide a

basis for determining hours worked and shall not be a guarantee as to hours of work per day, or as to days of work per week.

- 10.03 (a) Any operator working in excess of forty-four (44) hours weekly will be paid at a base rate of one and one-half (1½) times the classified rate.
- (b) Maintenance personnel shall be paid at the base rate of time and one-half for hours worked in a day in excess of eight (8) hours per day or in excess of forty (40) hours per week.
- (c) The rate of time and one-half will also be paid should an employee be required to work on his regularly scheduled day off.
- (d) The Corporation reserves the right to make application to the Director for a permit which will allow an employee to work in excess of the standard amount permitted by the Act.
- (f) If an employee is detailed an assignment and the assignment is cancelled prior to its start, the employee will be paid a minimum of two (2) hours pay.
- 10.04 (a) One, one-half hour, non-paid, lunch relief break will be granted during the course of a continuous eight (8) hour day; relief should be granted no less than five (5) hours after reporting for duty.
- (b) In lieu of rest periods (coffee breaks), the Corporation will pay an amount of \$450.00 effective January 1st, 2011 to all regular operators on the seniority list pro-rated on a weekly basis, exclusive of employees on W.S.I.B., and for extra board employees an annual payment of \$300.00 effective January 1st, 2011. Payment shall be made in February of the following year.
- (c) Pro-rating Coffee Breaks for Full-time Employees: The parties have agreed that the coffee break allowance issued in January of each year to the fulltime employees shall be pro-rated on the following basis: An employee must miss work (for any reason) for a period of thirty (30) calendar days in a row before pro-rating begins.
- 10.05 A meal allowance in the amount of ten dollars and fifty cents (\$10.50) effective January 1st, 2011 will be paid to employees who are assigned overtime work in excess of one and one-half (1½) hours, provided such overtime work constitutes more than nine and one-half (9½) consecutive hours of work in a twenty-four (24) hour period, exclusive of normal time allowed for breaks.
- 10.06 An employee off on personal leave save and except leave for medical appointments and sick leave, will not be permitted to reschedule any lost hours for that week as a result of such personal leave. Employees on leave for medical appointments or sick leave will have to supply the Corporation with satisfactory proof for such leaves. (For application and clarification of this Article please refer to Article 12.01).

ARTICLE 11 - STATUTORY OR DESIGNATED HOLIDAYS

11.01 There will be ten (10) paid Statutory Holidays which will be paid for eight (8) hours per holiday as follows:

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

and three (3) eight (8) hour days each year shall be considered as floating holidays. Application for the floating holidays must be made at least fourteen (14) calendar days working days prior to the day requested. The choice will be made on a "first come" basis. If selection is not made by the employee by November 15th, the

Corporation will assign a day off at its discretion. No more than one (1) operator will be permitted to take a floating holiday during the summer bid period.

Floating holidays for new employees hired during the year shall be on the following basis:

Employed prior to April 1st	3 days floaters
Employed prior to August 1st	2 days floaters
Employed prior to September 1st	1 day floater

Floating hours may be taken in minimum four (4) hour increments at any given time. Floaters to be taken during sign-up must be requested fourteen (14) calendar days in advance.

11.02 When the Federal or Provincial governments passes legislation providing for a Statutory Holiday, this day will automatically be added to the current list in Article 11.01.

11.03 An employee must work his/her regularly scheduled working day immediately preceding the holiday and his/her regularly scheduled working day immediately following the holiday, unless:

- (a) the employee is on Workplace Safety and Insurance benefits;
- (b) the employee is on family bereavement covered under Article 13 of this agreement;
- (c) the employee is hospitalized or on sickness supported by a Medical Doctor's Certificate; or
- (d) the employee is on temporary lay-off because of lack of work.

11.04 Selection of floater and lieu days will be by seniority and then on a "first come" basis. Lieu days may be selected from a list of available days when signing for vacations. As per Article 11.01 no more than one (1) operator per day will be

permitted off due to a floating holiday or lieu day during the summer bid period from mid June to Labour Day weekend; during the rest of the year, two (2) operators may be permitted.

- 11.05 Statutory holidays occurring during an employees' regularly scheduled day off or during an employees' scheduled vacation can be taken as lieu time after the statutory holiday with the exception of the November bid. The employee may elect not to take an additional day off and holiday pay shall be paid out at eight (8) hours at their regular rate of pay.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01(a) The Corporation may grant leave of absence without pay to employees for legitimate reasons, including illness, accident or to transact personal business, but requests and reasons therefore shall be given in writing.

- (b) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of seven (7) months. Where the pregnancy leave involves operators, the leave of absence must commence no later than the end of the eighth (8th) month of pregnancy, but the Corporation requires a doctor's certificate indicating the ability to drive safely. The employee shall not return to work for at least thirty (30) days after the birth. The employee returning to work after pregnancy leave shall provide the employer with at least two (2) weeks' written notice. On return from pregnancy leave, the employee will be placed in a position consistent with the seniority provisions of this agreement.

A temporary vacancy resulting from the absence of an employee on pregnancy leave may be filled by the Corporation during the seven (7) month period, as determined by the Corporation.

No leaves of absence will be granted to pursue other employment.

- (c) Any employee who is elected or appointed to a full time or part time position with the Union shall be granted leave of absence without pay or benefits, not to include OMERS contributions which will be paid by the employee (both the employee and Employer shares) and without loss of seniority by the Corporation during the term of office. Such leave shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining Unit he shall be entitled to claim his former position at the commencement of the next sign up. A minimum of one (1) months notice must be provided to the Employer in writing prior to the return date.
- (d) Pregnancy and Parental leave shall be in accordance with the current Employment Standards Act (R.S.O.) as amended.

- 12.02 An employee who has his/her Class 'B' or 'C' license suspended or cancelled by the Ministry shall be granted one (1) leave of absence not to exceed a period of eighteen (18) months without pay or benefits. The employee's seniority will be frozen.

An employee who loses his/her license for medical reasons shall continue to accrue seniority and shall continue to receive benefits.

A leave of absence will not be granted under the following conditions:

- a) accumulation of demerit points, or
- b) driving a Corporation vehicle while under the influence of drugs or alcohol, or
- c) a suspension or withdrawal of license as a result of an occurrence while operating a Corporation vehicle

12.03 a) Any employee who at any time is delegated to represent the Union at a conference, convention or other Union business or any permanent employee who at any time is appointed to act on a Union Committee shall be granted, upon written request from the Union office, at least two (2) working days prior to such leave, reasonable time off with pay (in accordance with Article 12.03(b)) and without loss of seniority. The Corporation has the right to limit the number of employees attending at any one time to maintain the efficient operation of the Transit System.

b) Union Business

Leave of absence with pay shall be granted upon request to employees who are elected or appointed to represent the Union. Leave of absence with pay under this clause shall be restricted to a total of two hundred and fifty (250) hours per year and will be effective for the duration of the contract.

c) Union business shall be entered on the floater/lieu day section of the vacation schedule.

12.04 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 Employer agrees to pay its share of Group Insurance premiums on behalf of the employees. If employees wish to continue pension accrual they must cover their share and the Employers share of pension premiums.

12.05 Union Officers and Committee members who are required to attend meetings shall suffer no loss of pay while engaged in such work.

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 (a) In the event of the death of an immediate and current family relative of a full-time employee, the Corporation shall grant a leave of absence with pay to the employee to attend the funeral upon a request for such leave.

(b) The immediate family relative shall be defined as the employee's:

<u>Immediate Family</u>	<u>Attending Funeral</u>
Father	5 days

Mother	5 days
Son	5 days
Daughter	5 days
Current Spouse	5 days
Current Step Children	5 days
Current Father-in-law	5 days
Current Mother-in-law	5 days
Brother	5 days
Sister	5 days
Son-in-law	3 days
Daughter-in-law	3 days
Grandchildren	3 days
Sister-in-law	3 days
Brother-in-law	3 days
Grandparents	3 days
Aunt	1 day
Uncle	1 day

- (c) In respect to the attendance at the funeral of a step-brother, step-sister, spouse's brother-in-law, spouse's sister-in-law, current spouse's grandparents, the Corporation will grant a leave with pay for the day of the funeral as long as the funeral falls on a normal working day and the employee attends the funeral.
- (d) If a bereavement occurs while an employee is on sick leave or collecting Workplace Safety and Insurance benefits (WSIB), the employee is to contact management so arrangement can be made.

Bereavement leave days shall be taken either before or after the date of the funeral but in no case later than ten working (10) days after the date of the funeral.

- (e) All days allotted on bereavement allowance are to be working days.
- (f) In the event of a memorial service at a later date, one (1) of the allotted bereavement days may be used to attend.

ARTICLE 14 - HEALTH AND WELFARE

- 14.01 (a) Green Shield Drug Plan 9 (Benefit Code 9); including coverage for atomizers, inhalators, effective the first day of the month following date of ratification;
- Extended Health Care (EHC) \$8.50 maximum dispensing fee on all prescriptions.
- (b) Vision coverage \$300.00/2 years and hearing aids up to \$450.00 per employee annually. Laser Eye Surgery \$500.00 per employee.
- (c) ODA rates with one year lag, effective January 1st of each year;
- 9 month dental recall examination and 6 month recall for all dependent children 12 years of age and under.

- i) Orthodontic Coverage - 50-50 co-shared to a lifetime maximum of \$2000.00
The Employer will self insure once lifetime maximum has been exhausted to a further \$500.00 lifetime maximum.
- ii) Caps and Crowns Coverage - 50-50 co-shared to a lifetime maximum of \$2000.00
- (d) Insulin Pump - \$1000.00 lifetime maximum.
- (e) Massage Therapy - 24 visits/year with a maximum of \$50.00 per visit.
- (f) Life Insurance Coverage - \$80,000.00.
- (g) Short Term Disability – The employees coverage will commence on the first day of injury or after seventh day of illness. They will receive 70% of basic weekly earnings (rate times 40 hours) with no maximum for a period of 26 weeks.
- (g) Long Term Disability – The employees coverage shall be 70% basic weekly earnings to a maximum of \$4000.00 per month.
- (i) Pensioners to receive \$10,000.00 paid up Life Insurance to age 70 years. Employees who commence full-time employment with the Corporation of the City of Welland after the ratification of this Agreement are ineligible for this benefit.
- (j) All employees who retire prior to age 65 and have attained a 90 factor, or who have 30 years or more of qualifying service; under the provisions of the Ontario Municipal Employees Retirement System will be entitled to receive at no cost the following benefits until they reach the age 65:
 - (k) extended Health Plan covering drugs, vision care, hearing aids and other services, but no dental care.
 - (l) In the event of termination of employment, except discharge, all benefits will cease. A discharged employee's benefits will cease at the end of the month following the month of discharge.

The Corporation reserves the right to determine the carrier on the basis that coverage will be no less than that in the current collective agreement and shall include a copy of the plan to be supplied to the union.

- (m) Out of Province coverage is limited to 60 days per trip.

14.02 Sick Day Plan

Each active employee shall be credited with a bank of sick days as per the following schedule:

Period of Active Employment during the calendar year:	
12 months	9.00
11 months	8.25
10 months	7.50

9 months	6.75
8 months	6.00
7 months	5.25
6 months	4.50
5 months	3.75
4 months	3.00
3 months	2.25
2 months	1.50
1 month	0.75

For every sick day used the employee will be paid out at 75% of the employees wage rate.

All unused sick days will be paid to eligible employees at 100% before the end of December of each year.

Prior to being eligible to collect Short Term Disability benefits, an employee must first use balance of up to five (5) days of accumulated Sick Days during the waiting period.

- 14.03 In the event an employee is absent due to a disability claim approved by the Insurance Carrier, benefits coverage will continue to normal retirement age (65) or until the employee finds employment elsewhere.

ARTICLE 15 - REPORT TIME AND CALL OUT

- 15.01 (a) An employee called from home by the Corporation to perform any work outside his/her regularly scheduled hours shall receive at least two (2) hours pay at straight time until the employee works a total of forty-four (44) hours in the week after which he/she shall receive time and one half. If an employee is called in on his/her day-off, he/she shall be compensated at time and one half for all hours worked and shall receive a minimum of two (2) hours at time and one half.
- (b) Well-trans operators, if work is not available or is cancelled on their regularly scheduled shift, will be assigned to other duties normally performed by operators.
- (f) When additional work is cancelled, an operator reporting for work will receive two (2) hours reporting pay for such work. This provision shall not apply if the driver is informed of the cancellation at least one (1) hour prior to reporting for the extra work scheduled.
- (d) When calling an employee to offer an open/additional piece of work, only one call will be made. If an employee cannot be contacted with this call, the next staff member entitled to this work will be contacted.
- 15.02 (a) All shifts shall have a 15 minute travel time from the garage to the terminal and a 15 minute travel time from the terminal to the garage paid at the operators basic hourly rate. Travel time shall be paid at straight time and will be included as part of the employee's normal weekly hours.

- (i) All charter work shall be countable hours and paid at Operator rate.
 - (b) Transportation will be provided for employees going to and returning from the Transit garage to relief points. The mode of transportation will be at the Corporation's option.
- 15.03 (a) Operators shall contact the Transit Supervisor at least 90 minutes before their scheduled punch in time if they are unable to attend work due to illness.
- (b) This provision shall not apply if the operator is informed of the cancellation at least one (1) hour prior to reporting for the extra work scheduled.
- 15.04 Where the Corporation reduces service because of an emergency, the Operators shall be paid on the following basis:
- (a) if the employee works less than four (4) hours, he/she shall be paid for four (4) hours; or
 - (b) if the employee works more than four (4) hours, he/she shall be paid for the scheduled shift.

ARTICLE 16 - VACATION WITH PAY

16.01 Seniority with the Corporation commences as of January 1, 1977.

16.02 An employee shall be entitled to annual vacations as follows:

After 1 year of employment - 2 weeks - 4%
 After 3 years of employment – 3 weeks – 6%
 After 4 years of employment - 3 weeks - 6%
 After 9 years of employment - 4 weeks - 8%
 After 16 years of employment - 5 weeks - 10%
 After 25 years of employment - 6 weeks - 12%

After 30 years of employment - 1 extra day of vacation to a maximum of 7 weeks as follows;

31 years of employment - 6 weeks + 1 day
 32 years of employment - 6 weeks + 2 days
 33 years of employment - 6 weeks + 3 days
 34 years of employment - 6 weeks + 4 days
 35 years of employment - 7 weeks

16.03 (a) The Corporation shall post a vacation selection sign up sheet by November 15th for the following year's vacation. Regular Operators shall begin signing for their vacation the first Monday in December. All Regular Operators shall sign for their vacation by seniority and having signed, shall take their vacations in accordance with such signing. Regular Operators shall sign for their vacation according to the signing list with up to 4 operators signing in one day. Any floaters/lieu days can be

requested at this time and shall be approved based on seniority. After vacation sign up is complete any unsigned vacation/floaters or lieu days will be signed on a first come basis. No more than one (1) operator per day will be permitted off due to a floating holiday or lieu day during the summer bid period from mid June to Labour Day weekend; during the rest of the year, two (2) operators may be permitted. Any lieu days that occur during the Christmas Break sign up period shall be taken from the beginning of that bid to the end of the calendar year.

(h) The opportunity to change vacation is acceptable upon twenty-one (21) days written notice. Only one change per calendar year shall be accepted per employee. When an employees' lieu day/floater lands on his/her off day they shall be allowed to move it.

16.04 (a) Vacations shall be selected over the entire year. The number to be on vacation at any one time is to be posted by the Corporation in accordance with the working requirements.

(b) No Regular Operator shall be permitted to take more than three (3) weeks of his/her vacation in any year between June 25th and Labour Day; and between June 25th and Labour Day of any year no more than three (3) Regular Operators shall be allowed to take vacation in the same period.

(c) All vacations must be taken in the year they fall due.

(d) Three operators may be off at one time.

(e) Maintenance personnel shall select vacation over the entire year from a separately posted schedule. Vacation selection shall be based on seniority of maintenance personnel. Only one (1) maintenance employee may be off at a time. One Maintenance employee shall be allowed to carry over his floater/lieu day into the first month of the new year.

16.05 For employees who are on vacation or are scheduled for vacation and become eligible for sick or bereavement leave, shall have the right to reschedule the vacation days that were lost due to such leaves.

16.06 For the purpose of Temporary Relief during the summer period, three (3) extra board employees will be used. These employees shall not accumulate or be entitled to status or benefits as regular operators. It is further understood that when their services are not required, they will return to extra board status for the period in question.

ARTICLE 17 - JURY DUTY

17.01 An employee of the Corporation who is called upon to serve as a juror or as a witness under subpoena 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 the Transit Manager and deposit with the City through the General Manager, Financial and Corporate

Services/Treasurer the full amount of compensation received for such service but not including travelling and meal expenses.

17.02 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.

ARTICLE 18 - UNIFORMS AND CLOTHING

18.01 (a) The Corporation shall supply, without charge, to each of its operators covered by this Agreement;

- (a) Three (3) pairs of pants/shorts per year;
- (b) One (1) cardigan sweater per year;
- (c) Five (5) shirts (2 long sleeved and 3 short sleeved) per year;
- (d) One (1) Spring jacket every second year; and;
- (e) One (1) Winter parka every third year.

(b) The Corporation shall supply one winter parka every third year, without charge, to all full and part-time Maintenance personnel covered by this Agreement.

(c) The Corporation shall supply to each Well-Trans vehicle, without charge, a rain coat.

(d) Notwithstanding the Employer's dress code, the choice of whether to wear a neck tie will belong to the employee. In the event an Employee chooses not to wear a neck tie, only the collar button of the shirt shall be undone.

18.02 Effective January 1, 2015 the Corporation shall pay one hundred and fifty dollars (\$150.00) per year for the duration of the agreement towards the cost of C.S.A. approved Safety Boots on presentation of a properly signed receipt. This provision applies to both full and part-time Maintenance Department employees.

18.03 The Corporation shall provide coveralls to all Maintenance Department employees, and the cleaning of same shall be supplied by the Corporation.

18.04 The Corporation agrees to replace Mechanics' tools and those of the Serviceman Class "A" with tools of equal value if broken or worn out on Transit Department work.

18.05 Maintenance personnel called from home by the Corporation to perform any work outside his/her regularly scheduled hours shall receive four (4) hours pay at regular base rate of pay or pay for hours worked at the prevailing overtime rate whichever is greater.

18.06 The Corporation agrees to pay a shift premium of one dollar (\$1.00). This premium will apply to the following employees:
The evening Maintenance worker(s)
P.M. Community Bus operators
Well-Trans Operators

Split Shifts

- 18.07 Extra work for the Maintenance Department personnel will be posted (if possible) five (5) working days in advance.
- A minimum of two (2) hours work at a time and one half the regular rate, will be provided.
- 18.08 (a) The Corporation agrees to pay the renewal fee of the mechanics' licenses.
- (b) The Corporation will reimburse the employee for the cost of the Air Brake Endorsement course required to qualify for a driver's license upon the successful completion of the course.
- 18.09 Employees required to dump and clean bus toilets shall receive an allowance of \$3.00 for each toilet dumped and cleaned.

ARTICLE 19 - WAGES

- 19.01 Attached to this Agreement and forming an integral part thereof is Schedule "A" (Wage Rates and Classifications) setting forth wage rates, classifications, percentage differentials and Job Titles.
- 19.02 When an employee has been employed by the Corporation no less than one year, then hired as a full-time employee, the probation period will be three (3) months.
- 19.03 Employees shall be paid every second Thursday for the two (2) week pay period ending on the previous Saturday.
- 19.04 The wage rates that shall prevail during the life of this Agreement are those set forth in the Schedule "A" as attached hereto.

ARTICLE 20 - AMALGAMATIONS

- 20.01 Should the Corporation merge, amalgamate or transfer any of its operations with another Municipality or the Niagara Region, the Corporation agrees that the other Municipality or Niagara Region will recognize the Union and apply the terms and conditions of this agreement.
- 20.02 In the event the Corporation sells, leases, transfers or merges its business, or in the event of amalgamation with any municipality, the party by whom the business is required will become the successor employer. The successor employer will recognize the Union and will be bound by the terms of this Collective Agreement. Further, the employees of the transit service shall continue to enjoy their full seniority in this new arrangement. The Corporation agrees to give the Union notice in writing thirty (30) days prior to the sale of the business.

ARTICLE 21 - HEALTH AND SAFETY

- 21.01 (a) The Corporation and the Union agree to maintain a Joint Health and Safety Committee with each party having up to three (3) representatives.
- (b) The parties agree to act in compliance with the Occupational Health and Safety Act.
- (c) The Corporation agrees to continue to recognize the historic right of it's workforce to refuse unsafe working conditions and agrees to continue to recognize a Certified Workplace Worker Representative as well as to continue to provide all appropriate training for Certification.
- (d) The Corporation complies with generally accepted industry practice and relevant legislative requirements under The Occupational Health and Safety Act. The Corporation takes all reasonable steps to acquaint its employees with their rights and duties in the workplace and applicable regulations and procedures for protecting their health and safety.
- (e) If they believe an unsafe condition exists, employees have the right to refuse unsafe work. No employee shall be discharged, penalized or disciplined for refusing to work on a job or workplace. Employees should follow the instructions in section 43 of The Occupational Health and Safety Act, which is posted on the Health and Safety bulletin boards.
- (f) Final responsibility for the safety of passenger and vehicle rests with the operator. Operators will not endanger the safety of passengers or the vehicle and are not expected to follow orders or instructions that violate the law.
- 21.02 In order to maintain compliance with the provisions of the Highway Traffic Act, as amended, all employees are to comply with the following;
- (a) Employees cannot accumulate more than thirteen (13) hours driving time in any twenty four (24) hour period.
- (b) Once an employee has accumulated thirteen (13) hours driving time, such employee is required to be off duty for a minimum of eight (8) consecutive hours before resuming driving.
- (c) Employees are required to report, to their immediate Non-Union Supervisor, any/all C.V.O.R. driving hours in the previous seven (7) day period, as well as, any/all off duty hours for the same seven (7) day period.

ARTICLE 22 - ABSENTEEISM DUE TO ILLNESS OR INJURY

- 22.01 (a) An employee who is absent from work as a result of an illness or injury sustained at work and who has been waiting for approval and payment from the Workplace Safety and Insurance Board (WSIB), will be advanced a sum of money equal to the amount allowed under the Short Term Disability Plan for the third week onward until the employee returns to work or until the WSIB approves or denies the claim.

These advances will only be provided if the employee provides:

- i) a fully completed Doctor's Report of Illness/Injury Form;
 - ii) A signed Reimbursement Agreement satisfactory to the Corporation, which states any advance payments will be refunded to the Corporation following the decision of W.S.I.B. on the claim submitted.
- (b) If WSIB denies the claim, the advanced moneys will be applied towards the benefits the employee would be entitled to under the Short Term Disability Plan. Given an insurance company administers the STD Plan after seven (7) days, the employee will have to reimburse the Corporation all advanced moneys immediately upon receipt of a cheque from the insurance company;

Any advanced payment under this article will continue for a maximum of up to seventeen (17) weeks.

- (c) Any employee who is absent for less than five (5) days due to a work related disability, shall not receive any advances.
- (d) The cost of any Doctor's certificates required by the Corporation or its Insurance Carrier shall be reimbursed to the employee by the Corporation to a maximum of \$75.00.

ARTICLE 23 - LIABILITY COVERAGE

23.01 All Employees covered by this Agreement are covered under the terms of the Corporation's Liability Insurance coverage as well as by the Corporation's Indemnification By-law Number 9829.

ARTICLE 24 - BUS PASSES

24.01 If requested, an employee, an immediate family member residing with the employee and retirees shall receive a 'bus pass' which will be valid for one (1) year from the date of issue for all Welland Transit services (including Well-Trans if eligible). Employees terminating their employment for any reason (other than retirement), must return their bus pass.

ARTICLE 25 - MODIFICATION OR TERMINATION OF CONTRACT

25.01 Notice of modification or termination can only be given by one Party to the other Party by registered mail no more than ninety (90) days and not less than thirty (30) days prior to any anniversary date of this agreement.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers and representatives.

Signed at Welland, Ontario this _____ day of _____, 2015

FOR ATU LOCAL 1633

FOR THE CORPORATION
OF THE CITY OF WELLAND

Larry Kinnear
International Vice President

Rosanne Mantesso
General Manager Human Resources

Patty Furry
President, ATU Local 1633

Steve Zorbas
General Manager Corporate Services/
City Treasurer

Kathleen Lane
Vice President, ATU Local 1633

Alfred Stockwell
Transit Manager

Henry Vanderkant
Negotiating Committee Member

Dave Evans
Transit Supervisor

Gary Lapierre
Employment Services Coordinator

LETTER OF UNDERSTANDING #2

SCHEDULING PROCEDURE FOR EXTRA BOARD OPERATORS

In the event an Operator calls-in to report they cannot perform their scheduled work assignments, the following replacement protocol shall apply:

If the call-in comes while the report person is on shift:

Sick 1 Day:

Day shift	Will be performed by the Garage/Report person
10 – 7	Will be performed by the Garage/Report person
Split shift	Will be performed by the Garage/Report person
Afternoon	Will be performed by the senior Extra Board Operator not working during the time frame required and who is not on a scheduled day off.

In the case of a “sick call-in”:

- If a partial shift (one end of a split), or shift becomes available while the garage/report person is in the garage, it will go to the garage/report person. If it becomes available after 8:00 a.m. it will go to the most senior available Extra Board Operator not working during the time frame required and who is not on a scheduled day off.

If the call-in comes in after the report person has left the garage, the open piece will go to the senior Extra Board Operator who is not working during the total time frame required and who is not on a scheduled day off.

In the event of a call-in, when it is evident the vacancy created will be for more than one day, on the first day the garage/report person will be used. After the first day, the vacancy created because of the initial call-in will be offered to the senior Extra Board Operator not working during the time frame required and who is not on a scheduled day off. This procedure will continue until the next posted schedule takes effect when the senior Extra Board Operator will be scheduled.

If two people call in sick on the same day:

The report person plus the next senior available Extra Board Operator that is not working during the time frame required and who is not on a scheduled day off will be offered the work. If the second vacancy is split shift, the “time frame required” is both ends of the split shift.

If all Extra Board Operators are working during any portion of the time frame required:

The minimum number of Extra Board Operators required to fill the opening will be moved to cover the absence.

If covering the absence will require overtime, senior Regular operator will be contacted in order of seniority, stating with Regular operator who have signed the extra work sheet.

Known Vacancy for minimum of 1 week:

On the extra work sheet that is posted every week, there will be an area listing people on holidays for that week. If a full-time driver is interested in that job for the full week they would sign the sheet opposite the name of the person who is on holidays. The senior person who

bids for the open job would prevail. Existing rules from clause 9.08 would apply in that there would be two movement by seniority and the third vacancy will be filled by the senior Extra Board Operator.

When the extra work sheet comes down on Friday at 12:00 p.m.. the “bidding” for the available week of holiday ends. Once scheduled on this shift the applicant is bound to accept the week and cannot move back to their original crew.

During the months when vacation relief crews are available, the only holidays that can be bid on are for weeks not taken by vacation relief personnel.

This practice will be in effect for all holiday periods – 1 week, 2 week, etc. If the vacancy is for 2 weeks or more, the operator bidding for the opening must sign the extra work sheet for all weeks involved.

The protocol described in “Known Vacancy for minimum of 1 week” shall take precedence over the first sentence in the second paragraph of Article 9.08(a)(i) of the current contract so as to allow operators to move when the vacancy is a minimum of 1 week.

Known Vacancy for maximum of 1 week – not claimed

The most senior Extra Board Operator will be scheduled to fill the vacancy, at the time of the next posted schedule.

If more than one employee is on holidays for a week or more (up to two weeks), crews will be assigned to the most senior available Extra Board Operator in the following order:

1. Day shift (including Handi-Trans)
2. 10 – 7 shift
3. Split shift
4. Afternoon shift

Note: if more than one crew is available on the same shift, the crew with the most hours will go to the senior Extra Board Operator.

While Vacation Relief Crews are in effect (e.g. Summer Bid), crews which are left open after the bidding is completed will be offered to Extra Board Operator on a seniority basis. Once Extra Board Operator have accepted the open crew, they will remain on this crew for the duration of the bid.

Vacancy created after schedule is posted:

If a one day vacancy becomes available after the schedule has been posted, if this vacancy is known after 1:00 p.m. on the day before the request, it will be treated as a “sick” call-in and as such the garage/report person will be used to fill the vacancy. If the notice of the vacancy is before 1:00 p.m. on the day before the vacancy, the vacancy will be filled by the most senior available Extra Board Operator not working during the time frame required and who is not on a scheduled day off.

Open shifts (applied for on extra work sheet) are defined as:

SCHEDULE 'A'
WAGE RATES AND CLASSIFICATIONS

SCHEDULE A	1.9%	1.9%	1.9%
CLASSIFICATION	Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017
Regular full time Operators	26.45	26.95	27.46
Serviceperson - Class "A"	26.45	26.95	27.46
Licensed Mechanic - Class "A"	33.20	33.83	34.47
Licensed Mechanic Class "A" Leadhand	33.83	34.47	35.12
Part Time Maintenance	20.58	20.97	21.37
PROBATIONARY OPERATORS/EXTRA BOARD OPERATORS			
Training Rate	20.58	20.97	21.37
One (1) month to six (6) months	22.60	23.03	23.47
Six (6) months to twelve (12) months	24.36	24.82	25.29
After one (1) year	26.45	26.95	27.46