

**THIS AGREEMENT**  
**DATED THE 1st Day of May, 2012**

**Between:**

**Independence Plus Inc.**  
**Hereinafter called the “Employer”**

**- And -**

**THE AMALGAMATED TRANSIT UNION**  
**LOCAL 1182**

**Hereinafter called the “Union”**

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**Effective May, 1<sup>st</sup>, 2012 to July 1<sup>st</sup>, 2018**

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## **ARTICLE 1 – GENERAL**

### **SECTION 1:**

It is agreed between the parties of this Agreement that the following shall contain and define various working conditions and wages of the employees of Independence Plus who are members of the Union.

It is the interest of both parties to this agreement:

- a) to maintain the development of harmonious relations between the Employer and the Union;
- b) to recognize the mutual value of joint discussion between employees and their supervisor;
- c) to encourage efficiency in operations;
- d) to promote high morale and wellbeing of all employees.

### **SECTION 2:**

It is the desire of both parties that the philosophy and goals of Independence Plus Inc. are recognized in this agreement. The philosophy and goals of Independence Plus Inc. are based on our understanding of the right of mentally challenged or physically disabled persons reflected in the following:

- a) that they are entitled to lives of quality and respect for their rights as individual citizens; and
- b) such persons should have the maximum opportunity to be socially inclusive in the community; and
- c) to the greatest extent possible, such individuals should have the right of choice and be empowered to make decisions over their own life.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

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

## **ARTICLE 3 – UNION RECOGNITION**

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

The Employer recognizes the Amalgamated Transit Union, Local 1182, as the sole, exclusive bargaining unit for all employees of Independence Plus Inc., except for the following: foreperson, dispatchers, supervisors, persons above the rank of supervisors, and administrative and office clerical staff in positions of confidentiality.

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

The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit. No employee or group of employees in the bargaining unit shall undertake to represent the Union at meetings with the 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 shall 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.

## **SECTION 2 – NEW POSITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 5 – STRIKES & LOCKOUTS**

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

## **SECTION 6 – RECOGNITION OF LEGAL PICKET LINES**

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

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

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

## **SECTION 7 – SALE OF BUSINESS**

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

## **SECTION 8 – BULLETIN BOARD**

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

## **SECTION 9 – UNION MEMBERSHIP**

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

### **ARTICLE 4 – DUES CHECK-OFF**

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

## **ARTICLE 5 – SENIORITY**

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

Seniority is an exclusive right and under the jurisdiction of Local 1182 of the Amalgamated Transit Union.

In the event there are multiple employees hired on the same date, seniority shall be based on the date and time the employee starts their training with Independence Plus.

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

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

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

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

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

In considering any application for a department transfer by a present employee, the Employer shall be expected to consider only the experience or qualifications which are outlined on the application form. In addition, the employee's job performance shall be considered.

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

## **SECTION 2 – LAY-OFF AND RECALL**

The Employer agrees that at least thirty (30) calendar days' notice shall be given of its intention to close down any part of its operations and of its intention to decrease the number of personnel employed.

The Employer 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 work required.

Laid off employees are required to notify the appropriate department supervisor every ninety (90) consecutive days following their layoff that they are available for recall. It shall be the duty of employees to notify the Employer promptly of any change of their address. If an employee should fail to do this, the Employer shall not be responsible for failure of a notice to reach such employee.

An employee on layoff must report back to work when notified by registered mail. The failure of any employee to report within ten (10) working days of their being expected to return to work shall be deemed to mean they have resigned their position.

Employees may be laid off for a period of up to thirty six (36) months without losing their seniority, provided they pay all Union dues, fines and assessments and while laid off, seniority shall accumulate. After thirty six (36) consecutive months they shall be terminated.

## **SECTION 3 – BUMPING FOR LAY-OFF PURPOSES ONLY**

An employee, whom is given notice of layoff, shall bump within the department.

- 1) Provided there is an employee with less seniority

- 2) Provided the employee has the qualifications and ability to perform the duties of the employee that they are bumping.
- 3) There shall be one (1) department: transportation.

## **SECTION 4 – LOSS OF SENIORITY**

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

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

## **ARTICLE 6 – LEAVE OF ABSENCES**

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

Any one (1) employee who may be elected as an officer in the Union, or as a delegate to a convention of the Amalgamated Transit Union, the Canadian Labor Congress of Canada, or the New Brunswick Federation of Labor, shall, upon request to their respective manager, be permitted to be absent from work.

## **-EMPLOYEES ON A LONG TERM LEAVE OF ABSENCE FOR UNION BUSINESS**

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

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

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

## **SECTION 3 – PERSONAL LEAVE**

Leave of Absence without pay and without loss of seniority for a period of time, up to one (1) year, agreed to by both the Employer and employee, shall be granted to any employee requesting such leave. Such request shall be made in writing by the employee expressly stating the reason for the request and be given to the department head. Leave of absence shall not be granted for the purpose of engaging in work outside the service of the Employer and, if an employee on leave of absence does engage in other work, this may be considered grounds for termination.

There will be no sick time earned when an employee is on a leave of absence.

Employees on leave of absence must file and maintain with the Employer a correct mailing address. Failure of any employee on leave of absence to maintain a correct mailing address with the Employer shall be cause for terminating such leave. Reasonable notice shall be given of termination of any leave of absence. The employee on leave must report back to work when their leave expires. In extreme circumstances (such as sickness, etc.) the employee may be granted an additional leave of absence, but

they must report and request same. An employee on granted leave must report back to work when notified by registered mail. The failure of any employee to report within ten (10) working days of their being expected to return to work shall be deemed to mean they have resigned their position.

100% of Pension, Life, Health, Dental Insurance Benefits premiums shall be paid by the Employee while on leave authorized under personal leave. In addition, the employee must pay all Union dues, fines and assessments.

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

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

Employees who lose their license as a result of a conviction for D.U.I. (Driving under the Influence) while driving a vehicle other than the Employer's shall be given a leave of absence, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

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

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

100% of Pension, Life, Health and Dental Insurance Benefit Premiums shall be paid by the Employee while on leave of absence for loss of license. In addition, the employee must pay all Union dues, fines and assessments to the Union.

## **B. Medical Condition**

If an employee loses his license for a medical condition, benefits shall continue on a 50/50 basis as long as they are on sick days, Employment Insurance, or L.T.D. for a maximum of twenty-four (24) months. After twenty-four (24) months, the employee shall be responsible for 100% of the premium.

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

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

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

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

## **SECTION 7 - BEREAVEMENT LEAVE**

- a) In case of death in the immediate family (current spouse, common law spouse, same sex partner, child, step-child, mother, father, sister, brother, step parent) employees shall be granted leave of absence, with pay, up to five (5) working days immediately following the day of death.

- b) In case of death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, aunt, uncle, brother-in-law, sister-in-law, grandmother, and grandfather, employees shall be granted leave of absence, with pay, up to three (3) working days immediately following the day of death.

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

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

### **Section 1- EIGHT HOUR RULE**

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

### **Section 2- Breaks**

- a) All operators on duty continuously for more than five (5) hours, shall be entitled to a paid (30) minute rest period.
- b) This rest period will be scheduled no earlier than two (2) hours after the start of the shift and no later than two (2) hours before the end of the shift.
- c) In an emergency situation (i.e. inclement weather, scheduled deviations, etc.) employees shall be required to continue with their driving duties and shall be given a break at the earliest opportunity.

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

### **SECTION 1 - PROVISION**

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

Beginning on the first day of the month, all full time employees shall be eligible to accumulate sick time at the rate of eight (8) hours per month. Employees may accumulate sick time up to a maximum accumulation of four hundred forty (440) sick hours.

Sick leave credits shall not be earned while on Employment Insurance, L.T.D, personal leaves of absence or while on Work Safe NB after sixty (60) consecutive days.

## **SECTION 2 - MEDICAL EXAMINATIONS AND RECORDS**

- a) When an employee books off sick, the department manager or their designate may require that employee to produce a doctor's certificate for the sick time and also may require the employee to produce a doctor's certificate as to the employees' fitness to return to work. The Employer shall not pay any expenses for these certificates.
- b) The Employer may require an employee at any time to undergo, at the Employer's expense, a medical examination by a doctor designated by the Employer, with the view of determining their fitness to carry on or resume their work.

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

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

## **SECTION 3 - DEMAND LEAVE**

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

## **ARTICLE 9 – FAILURE TO REPORT FOR WORK ASSIGNMENT**

If an employee fails to report to work at their report time, they shall be considered late (L) but shall be able to complete their normal work assignment if they report for work within two (2) hours of their report time and shall be paid for actual time worked. If they contact the Employer after two (2) hours, they shall be considered absent without leave (AWOL) and shall have to arrange an interview with management before they return to work. Every employee is expected to report for their work assignment on time, as required and poor attendance can be considered a reason for discipline.

## **ARTICLE 10 - MODIFIED DUTIES FOR MEDICAL REASONS**

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

## **ARTICLE 11 – SERVICE STABILITY**

### **a) Complying with Instructions**

In order that service may not be disrupted, every operator shall follow the instructions of a dispatcher or a supervisor. Should any operator take exception to any instruction given to them by a dispatcher or a supervisor, they shall not refuse, but may file a grievance in accordance with the grievance procedure as set out in this Agreement. If the operator believes that the instruction is unsafe and in violation of the law, they should advise the dispatcher or supervisor of their specific concern.

## **b) Safety Regulations**

The Employer recognizes it has legislative requirements under Work Safe New Brunswick.

If an employee believes an unsafe condition exists, they have the right to refuse unsafe work under the policies of Work Safe New Brunswick.

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

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

## **ARTICLE 12 – COMPLAINT INVESTIGATION**

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

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

## **ARTICLE 13**

### **Section1 - Discipline & Discharge**

- 1) Nothing in the following provision shall effect the right of the Employer to discharge or discipline employees for just cause.
- 2) The Union agrees that it shall not in any way interfere with the right of the Employer to discipline or discharge employees for just cause, provided employees who consider themselves unjustly treated shall have the right to file a grievance in accordance with the grievance procedure as set out in this agreement.
- 3) Supervisors may give verbal warnings to employees prior to any document warnings being administered.
- 4) No disciplinary document shall be placed in the employees file without first providing a copy to the employee involved and a union official. This includes any document which might be used in the assessment of any disciplinary action.
- 5) The employee must acknowledge receipt by signing the file copy. By signing the file copy, the employee does not necessarily agree with the contents of the document. If an employee or a union official refuses to sign this receipt acknowledgement, the employee shall be dismissed.
- 6) A written disciplinary action imposed upon an employee shall be purged from the employee's file and is invalid for purposes of further disciplinary action twelve (12) months after imposition, unless there is repetition of a similar offence within the twelve (12) months.
- 7) An employee shall have the right to examine their record but no more than once per month.

- 8) The Union executive shall have access to an employee's record if so authorized by that employee in writing.
- 9) Any disciplinary action taken against an employee shall be imposed within seven (7) days after the Employer has concluded its investigation.
- 10) When an employee is directed to appear before Management personnel for any matter which involves discipline, Management shall so advise the employee of his right to have a representative of the Union executive attend the meeting. If Union representation is desired, the employee must arrange for this representation within reasonable time, not to exceed two (2) working days. Waiver forms shall be supplied by the Union and must be properly signed by employees who wish to decline Union representation.
- 11) Should it be found upon the Employer's investigation, in accordance with the provisions of this Collective Agreement, that an employee has been unjustly suspended or discharged such an employee shall be immediately re-instated in his/her former position, without loss of seniority, and shall be compensated for time lost.

## **Section 2 - Specific Penalty of Discharge**

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

- 1) Theft from the Employer; Permission may be granted to remove items of a nominal value.
- 2) Consuming an intoxicating beverage, or drug, for other than medicinal purposes, while on duty.
- 3) Being impaired while on duty by reason of consumption of an intoxicating beverage, or drug, for other than medicinal purposes.

- 4) Any deliberate vandalism of property belonging to the Employer or its' employees, on Employer property.
  
- 5) The grievance procedure shall apply to all cases where a specific penalty may be imposed; but in arbitration, the only matter that can be grieved is whether the offense did in fact occur. The arbitration shall not be able to change the specific penalty if an offense is substantiated. Nothing in this provision shall affect the right of the Employer to discharge or discipline employees for just cause, and the question of whether just cause for discharge or discipline exists, in any other case, shall be determined without regard to the existence of this provision.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

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

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

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

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

The employees of the Employer shall be represented by the Union Executive for grievances. It is understood that not more than one (1) employee shall be re-imbursed by the Employer for lost time; it being further understood that the one (1) employee being re-imbursed shall be the President or their designate in the absence of the President. The Union Executive Grievance Committee shall consist of not more than three (3) employees.

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

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

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

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

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

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

Failing settlement under the preceding paragraph, the Union shall have the option of going directly to arbitration or to make written application for a review by the Board of Directors.

The Board of Directors, at its sole discretion, shall have the right to decide whether to review the case. The Union must make this written application within ten (10) days of being notified in the previous paragraph. The Board of Directors shall respond to the Union on whether it shall hear the case at the next scheduled Board of Directors meeting. If the Board of Commissioners decides to hear the case, the meeting to hear the case shall be at that same meeting. The Board of Directors shall hand down its decision within five (5) days of the meeting and so advise the Union.

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

## **ARTICLE 15 – ARBITRATION**

### **STEP 3 OF GRIEVANCE PROCEDURE**

- a) Where a dispute has not been settled in the grievance procedure and either party decides to submit that dispute to arbitration that party shall, within thirty (30) days of the Employer decision notify the other party in writing of the intention to go to arbitration.
- b) The party to whom the notice of arbitration is given shall meet with the other party within ten (10) days after it receives the notice to determine if an agreement can be reached. At such meeting if no agreement is reached, the method of arbitration shall be determined.
- c) Unless either party disagrees, the dispute shall be determined by a sole arbitrator. In the event of any such disagreement, the dispute shall be determined by an Arbitration Board composed of three (3) persons.
- d) The Arbitrator or Arbitration Board shall have the power to determine its own procedure and it shall give full opportunity to both parties to present all evidence which they may consider relevant. The Board shall have power to determine the issue in dispute, but shall have no power to amend or in any way modify the terms of this Agreement or to make a decision which conflicts with any clause of the Agreement.

**Single Arbitrator** – If the dispute is to be determined by a single Arbitrator, and if one party has named an arbitrator and the other party fails to name an arbitrator within twenty (20) days of receiving notice of the other party’s nomination, then the first party may request the Department of Labour to appoint an arbitrator on behalf of the other party. If the two (2) parties fail to concur in the appointment of an Arbitrator within this period of time, then either party may request the Department of Labour to appoint an arbitrator. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay 50% of the remuneration and expenses of a single arbitrator.

**Arbitration Board** – If the dispute is to be determined by an Arbitration Board, then each party shall name one (1) nominee and the two (2) nominees shall, within twenty (20) days of their appointment concur in the appointment of an arbitrator who shall be the Chairperson of the Arbitration Board. If the two (2) nominees appointed by the parties fail to concur in the appointment of an arbitrator within this period of time, then either party may request the Department of Labour to appoint an arbitrator. The decision of the majority of the members of the Arbitration Board shall be the decision of the Board and shall be final and binding on both parties.

- e) Each party who is required to name a nominee to the Arbitration Board shall pay the remuneration and expenses of its member to the Board and fifty percent (50%) of the remuneration and expenses of the Chairperson or sole Arbitrator.
- f) If the decision on any matter of difference or grievance is in favour of the employee, their record shall be corrected accordingly, and they shall be re-imbursed for any expenses reasonably incurred for attending the arbitration hearing.

- g) The Arbitrator shall be expected to hand down their decision within ninety (90) days after the completion of the arbitration hearing.
- h) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter/modify penalties imposed as a result of disciplinary action, except where a specific penalty of discharge exists and the facts are substantiated as outlined under the specific penalty for discharge section of this contract.

## **ARTICLE 16 – SHIFT POSTERS**

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

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

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

## **ARTICLE 17 – VACATIONS**

### **SECTION 1 – VACATION ENTITLEMENT**

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

- a) Less than one (1) year shall be granted vacation pay of one (1) day per month employed up to a maximum of ten (10) days in the following calendar year. Pay shall be 8 (eight) or ten (10) hours per vacation day earned.
- b) Two (2) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 2<sup>nd</sup> (second) anniversary falls.
- c) Three (3) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 4<sup>th</sup> (fourth) anniversary falls.
- d) Four (4) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 10<sup>th</sup> (tenth) anniversary falls. Effective Jan. 1<sup>st</sup>, 2016 it shall be after the eighth(8<sup>th</sup>)anniversary.
- e) Five (5) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 18<sup>th</sup> (eighteen) anniversary falls .Effective Jan.1<sup>st</sup>, 2015 it shall be after the 15<sup>th</sup> (fifteenth) anniversary.
- f) Six (6) weeks' vacation – to employees commencing with the regular vacation period in the year in which their 25<sup>th</sup> (twenty-fifth) anniversary falls. (Effective January 1,2018 this provision shall change to 23 (twenty-three) years.

Regular vacation period shall be the payroll year.

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

### **FULL-TIME**

Vacation pay for a full time employee shall be 40 hours at their regular hourly rate for each week of vacation to which they are entitled.

### **NON FULL-TIME**

A part- time employee shall receive 4% of gross earnings inclusive in their hourly rate.

### **SECTION 3 – VACATION PROVISIONS**

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

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

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

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

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

Paid holidays shall be paid at eight (8) to twelve (12) hours, depending on the employee's regular shift. If service is operated on a paid holiday, employees selected to work shall be selected by seniority with the understanding that a certain designated number of employees, as determined by the Employer, must work.

Employees working any of the Paid Holidays defined above, shall be paid a rate one and one half (1 ½) times their regular rate for all hours worked in addition to eight (8) to twelve (12) hours for the paid holiday. No additional premiums shall be paid.

Employees who have a paid holiday fall during their vacation or on their day off shall be able to float that holiday to another day or be paid out.

## **SECTION 2 –**

### **SELECTION OF EMPLOYEES TO WORK ON A PAID HOLIDAY**

- a) The Employer shall determine the number of employees required to work on a paid holiday to meet the service that the Employer decides to offer.
- b) Employees shall be asked to work in the following order:
  - 1) Employees who would normally work on that day, if it were not a paid holiday;
  - 2) The most senior employee who meets the above criteria shall be asked first if they would like to work and it shall continue down the seniority list until the required quota is met;
  - 3) If, after the preceding, the required quota has not been met, employees who would normally be off on that day, if it were not a paid holiday, shall be asked by seniority;
  - 4) If the quota is still not met, the extra board operators shall be required to work before full time employees;
  - 5) If after all the above employees have been asked to work and the quota has still not been met, employees who would normally work on that day if it were not a paid holiday, shall be required to fill the balance of the required quota on the basis of least seniority.
- c) The Employer recognizes it is in the best interest of all concerned to finalize who shall be working on paid holidays as early as possible and shall conclude this selection at least seven (7) days prior to the paid holiday, but not more than fourteen (14) days prior to the paid holiday.
- d) Once a selection has been finalized and an employee has made a selection to work on a paid holiday he cannot decide not to work at a later date, cannot be bumped off his selection and cannot change the shift originally selected and signed.

- e) **Exception:** When all employees are on their schedule off day, the employer may require the last full-time employee on the seniority list to work.

## **ARTICLE 19 – DISCRIMINATION AND HARASSMENT**

### **SECTION 1 – DISCRIMINATION**

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

### **SECTION 2 – HARASSMENT**

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

### **SECTION 3 – SEXUAL HARASSMENT**

The Union and the Employer recognizes that there is a zero tolerance for sexual harassment in the workplace. Sexual harassment shall be defined as: 1) inappropriate touching, including touching which is expressed to be unwanted; 2) suggestive remarks or other verbal abuse with a sexual connotation; 3) compromising invitation; 4) repeated or persistent leering at a person's body; 5) demands for sexual favors and 6) sexual assault. Employee complaints of sexual harassment shall be handled with all possible confidentiality by a joint committee consisting of the Union President or their designate and the Manager of the Employer and is the intention of the parties that such complaints shall be resolved within seven (7) working days. Upon the recommendation of the Committee or through a resolution of any complaint of

sexual harassment, if a transfer of any employee is required, the transfer shall, if possible, be of the employee who committed the act of harassment. If the committee is unable to provide a decision acceptable to the complainant, then the Employer, in consultation with the complainant, shall make a decision as to the consequences of the action which may include a suspension or up to and including discharge.

#### **SECTION 4 – ASSAULT**

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

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

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

### **ARTICLE 20 – PROBATIONARY PERIOD**

All employees shall serve only one probationary period. The probationary period shall be one thousand five hundred sixty (1,560) hours. Employees may be released from employment at any time for the first one thousand forty (1040) hours without the Union having the right to grieve the decision beyond Step 1 of the grievance procedure. After the first one thousand forty (1040) hours up to the completion of the probationary period, employees shall have protection up to Step 2 under the grievance procedure, without the right for any arbitration. The Union shall have the right to be kept informed of a probationary employee’s performance if the Union so requests.

### **ARTICLE 21 – PAYMENT OF WAGES**

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

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

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

## **ARTICLE 22 –WORK SAFE NEW BRUNSWICK (WSNB)**

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

## **ARTICLE 23 – RESIGNATIONS**

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

## **ARTICLE 24 - CAMERAS**

- a) The Employer believes that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers, and protection of company property.
- b) This Article shall confirm the Employer's intent that the use of surveillance cameras is for the public safety, crime prevention, and for protection of its employees and assets.

- c) Cameras installed on company vehicles or property shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment. The Employer agrees it cannot use camera surveillance to discipline employees or in arbitration hearings for a complaint that does not result in criminal charges. Employees should be advised that surveillance records may be reviewed to confirm a complaint of a criminal nature, to confirm a complaint to Human Rights Commission, or in response to a request by the police.

## **ARTICLE 25 –**

### **AMENDMENTS TO THIS COLLECTIVE AGREEMENT**

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

## **ARTICLE 26 - CONTRACTING OUT**

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

In emergencies, if the employer is unable to accommodate their clients, they may hire one (1) alternative mode of transportation.

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

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

## **ARTICLE 27 – WORK PLACE REDUCTION IN EMPLOYEES**

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

## **ARTICLE 28 –**

### **LEGAL COSTS**

An employee who is charged with an offense for any act or omission arising out of carrying out the employee's duties shall have their legal costs paid by the employer up to five (5) hundred dollars, if they are found not guilty, or the charge is withdrawn.

### **INVESTIGATIONS**

Employee's relieved from their scheduled work for any and all investigations shall be paid for all time lost.

## **ARTICLE 29**

### **SECTION 1 - OVERTIME**

- a) An employee shall not be required to work on their scheduled day off.
- b) When an employee exceeds forty-four (44) working hours in one week, they shall be paid time and one-half (1 ½) of their hourly rate excluding sick hours.
- c) A full time employee who works on a Statutory Holiday that was his/her scheduled working day, or a full-time employee who was scheduled to work the Statutory Holiday, but elected to have the day off with pay, shall have eight (8), ten (10), and twelve (12) of Statutory Holiday pay used in the calculation of the forty-four (44) hours per week for purposes of determination of overtime in that week.

## **ARTICLE 30 - PRE - TRIP AND TRAVEL**

- a) All operators shall be paid thirty (30) minutes prior to their first pick-up. This time is paid for pre-tripping the vehicle and travel time to first call.
- b) Operators shall keep their vehicles cleaned and tidy.
- c) Operators are responsible to check the ramp before leaving the garage.

## **ARTICLE 31 - AWOL**

When an employee is absent from work without notification beyond ten (10) days, they may be subject to discipline up to and including dismissal.

## **ARTICLE 32 - TIME OFF FOR NEGOTIATIONS**

One Union employee from Independence Plus who is a member of the bargaining committee shall have the right to attend meetings with the employer without loss of remunerations. The Employer shall pay for the Negotiating Committee member who attends such meetings.

## **ARTICLE 33 - RRSP**

**RRSP FOR FULL-TIME EMPLOYEES: EFFECTIVE JAN 1, 2015**

<b>CONTRIBUTION</b>	<b>EMPLOYER</b>	<b>EMPLOYEE</b>
	<b>625.00</b>	<b>625.00</b>

All contributions will be pay deductible and mandatory.

## **ARTICLE 34 –SHIFT TIMES**

### **Full-Time**

All full time shifts shall be a minimum of forty (40) hours and a maximum of forty-four (44) hours.

### **Non Full-Time**

Non full- time employees shall not have a guarantee of hours.

## **ARTICLE 35 – GUARANTEED HOURS**

All shifts with guaranteed hours shall be reduced to actual time worked if the employee is late or sick.

## **ARTICLE 36 – TERMS OF AGREEMENT**

This Agreement and the provisions herein shall endure to the benefit of and be binding upon both parties from the 1<sup>st</sup> day of May, 2012 and shall continue in full force and effect until the 1<sup>st</sup> day of July, 2018 and thereafter it shall be automatically renewed until either of the parties give notice, within sixty (60) days prior to the end of this term, of its desire to terminate, alter or amend any of the provisions of this Agreement.

## **ARTICLE 37 – LICENCE MEDICALS**

When a medical is required to renew a driver's license, the employer shall pay up to \$100.00

## **ARTICLE 38 – EXCHANGING OF SHIFTS AND “OFF DAYS”**

Exchanging of shifts and “off days” shall be subject to the approval of management and shall not create overtime.

## **ARTICLE 39 – CLOTHING**

The parties have committed themselves to meet and agree on suitable and functional garments for normal operations that will recognize both parties.

## **ARTICLE 40 – TRAINING**

All training shall be kept to an employee's regular working days. If an employee is required to train on his/her scheduled day off, the employer will re-schedule another off day.

## **ARTICLE 41- UNION BUSINESS**

The employer agrees to pay up to forty (40) hours in a calendar year.

**Appendix "A"**

**To the Collective Agreement**

**Between**

**Independence Plus**

**And**

**Amalgamated Transit Union, Local 1182**

**WAGE TABLE**

**Terms of Agreement: May 1/2012 to July 1/2018**

	<b>Jun 4/2012</b>	<b>May 1/2013</b>	<b>May 1/2014</b>	<b>May 1/2015</b>	<b>May 1/2016</b>	<b>May 1/2017</b>	<b>May 1/2018</b>
<b>Driver/ Dispatcher</b>	<b>15.00</b>	<b>15.50</b>	<b>16.50</b>	<b>17.50</b>	<b>18.50</b>	<b>19.50</b>	<b>21.00</b>