



COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE
CITY OF BRANTFORD**

AND

**THE AMALGAMATED TRANSIT UNION
LOCAL 685**

JULY 1, 2016 – JUNE 30, 2020

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THIS AGREEMENT entered into at Brantford, Ontario, on July 13, 2017

Between

The Corporation Of The City Of Brantford
Hereinafter referred to as the "Corporation"

And

The Amalgamated Transit Union, Local 685
Hereinafter referred to as the "Union"

ARTICLE 1 – PURPOSE

- 1.01 It is agreed between the parties of this Agreement that the following shall contain and define the working conditions and wages of the employees of the Transit Department of The Corporation of the City of Brantford who are members of the Union, and also that this contract cancels all previous Collective Agreements.

ARTICLE 2 – RELATIONSHIP

- 2.01 The Union and the Corporation are committed to providing all employees a working environment free from harassment and discrimination, which promotes respect and regard for the rights and dignity of all. The Corporation's Code of Conduct By-Law #12-2007 is consistent with the spirit and the provisions of the Ontario Human Rights Code.
- 2.02 The Union acknowledges and agrees that it is the exclusive right and function of the Corporation and its duly appointed representatives to manage the Transit Department and, without restricting the generality of the foregoing, these functions shall include:
- (a) Determining the routes to be followed, stops, times and schedules, and qualifications of drivers, repairing and servicing methods and processes and the extensions, limitations, curtailment and cessation of operations;
 - (b) Hiring, discharging, suspending, or otherwise disciplining employees for cause, promoting, demoting, transferring, or laying off in accordance with seniority provisions of this Agreement;
 - (c) The maintenance of discipline and efficiency, the right to make or alter from time to time rules and regulations to be observed by the employees, and to enforce same.
- 2.03 All rules and regulations shall be presented to the Executive Board Members of the Union ten (10) calendar days before being posted on an official bulletin board. The Executive Board will be given an opportunity to discuss any proposed alterations to the rules and/or regulations with the Corporation before implementation.

The only exception to the above shall be when rules and regulations are mandated by Government Legislation.

- 2.04 The Corporation agrees that the rights of the Corporation shall be exercised in a manner consistent with the provisions of this Agreement.

- 2.05 All rights and privileges now enjoyed by the employees of the Transit Department, and all of their obligations to the Corporation of the City of Brantford, shall continue except as altered herein.
- 2.06 No Bargaining Unit Employee shall, with the exception of Health and Safety, be involved in the discipline, suspension or discharge of any Employee covered under this Agreement.

When the term designate is used it shall refer to Supervisor or those above the rank of Supervisor.

ARTICLE 3 – MEMBERSHIP

- 3.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees listed below in the Transit Department:

- Mechanics All Class
- Apprentices
- Body Repair Technician
- Full-Time General Service Technician
- Fleet Inventory Clerk
- Full-Time Transit Operators
- Casual Transit Operators
- Casual Service Assistant
- Casual Mechanic

- 3.02 All employees who fall under this agreement shall become and remain members of the Union in good standing.

- 3.03 The Corporation agrees to remit to the Financial Secretary of the Union, all dues and assessments of all Union members in the Transit Department as directed by the Financial Secretary of the Union, such deductions are to be paid from the pay of each employee.

- 3.04 For the purposes of this Collective Agreement the following definitions of terms will be used:

- (a) Employees
All members of the Bargaining Unit
- (b) Probationary Employees
Will serve a probationary period of 960 hours. At the end of such probationary period should they be satisfactory employees they will be placed on the seniority list in accordance with Article 13. Employees who are on probation shall have the right to the grievance procedure up to and including step 3.
- (c) Casual Employees
Those employees used in the Operating Department to cover any open work or those employees used in the Maintenance department specifically for unskilled work, and to temporarily replace full-time employees who are not available for regular scheduled duties. Casual Mechanics will be used temporarily to replace full time Mechanics who are not available for their regular scheduled duties.

It is understood that the Corporation may engage Casual Employees for terms of employment of indefinite duration. The following conditions shall govern the employment of Casual Employees.

Casual Employees are covered under this clause and elsewhere as specifically noted in this agreement.

Casual employees shall not turn down more than three (3) Monday to Thursday shifts per thirty (30) calendar day period and one (1) weekend shift Friday to Sunday per thirty (30) day calendar period. Failure to be available for such shifts may result in termination of employment.

Casual employees shall each have a separate "seniority list" based on date of hire. Two or more Casual Employees hired on the same day shall have seniority decided by date and time of application.

Casual vacancies shall be posted internally for all Casual employees prior to hiring externally.

Casual employees shall be considered for full time vacancies after the provisions in Article 12 are exhausted. When a permanent full-time vacancy occurs in the Operating Department, the most senior Casual Operator with a minimum of 600 hours served as an Operator, shall fill the vacancy. If said employee declines the permanent full-time vacancy it shall be offered to the next most senior Casual Operator with 600 Operator hours served on the list until filled.

Should a full time position in the Maintenance Department become available the most senior Casual Employee on either list shall fill the position. If the employee declines the permanent full time vacancy it shall be offered to the next most senior Casual employee on the list until filled.

Casual Employees will be paid for all statutory holidays according to the ESA requirements

Casual Employees will receive vacation pay on each pay basis as follows:

- Up to 8,000 hours: 4%
- Over 8,000 hours: 6%

- (d) The Corporation may employ Casual Employees not to exceed a ratio of three (3) full time employees to one (1) Casual Employee. Should the need to increase the ratio arise, it shall be mutually agreed upon between the parties. The Employer will endeavor to create as many full time positions as possible.

ARTICLE 4 – MEETINGS

- 4.01 The Corporation, through its managers shall meet with up to two (2) Executive Officers of the Union in all matters of grievance and disputes. The determination of the representation is at the discretion of the Union, provided there is no additional cost to the Corporation. These meetings shall take place at a mutually agreed time. The

Corporation shall also meet with the Union once every three (3) months in order to effectively address other problems.

- 4.02 The Corporation shall not be liable for wages for employees while representing the Union at such meetings, unless the meetings are requested by Managers of the Corporation. The Corporation will in no case be liable for wages for more than two (2) Executive Officers of the Union in all matters of grievances and disputes.
- 4.03 (a) The union Negotiating Committee shall be made up of four (4) members of the Union and an International Representative who may be accompanied by technical advisors.
- (b) The Corporation shall pay the Union Negotiating Committee members in lieu of lost wages up to eight (8) hours per day for any day during which Contract Negotiation meetings take place with the Corporation's Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid.
- (c) The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur.

ARTICLE 5 – DISCIPLINE

- 5.01 An employee's record shall be defined as his/her record for the past eighteen (18) months of active service. Any employee, having been disciplined by the Corporation may contact his/her Union Representative, who may file a grievance within ten (10) days to be dealt with as hereinafter provided.
- 5.02 The following procedures shall be followed regarding the investigation and handling of complaints from the public about the conduct of an employee or employees;
- (a) A complaint means a complaint received by Transit Services from a member of the public regarding the conduct of an employee.
- (b) If a complaint is to be considered for disciplinary action, it must be forwarded to Transit Services within thirty (30) days of the incident in question. If such a complaint is not received within the above time limit, the complaint shall not be considered for discipline. A photocopy shall be presented to a member of the Union Executive. Names and identifying information shall not be provided to the employee by either the Union or Management.
- (c) Nothing herein shall prevent Transit Services from interviewing employees concerning verbal complaints or emails. However, verbal complaints or emails must be followed by a statement that is signed by the complainant to result in disciplinary action. Such record may be kept for up to eighteen (18) months of the incident.
- (d) When an employee is required to report to the Corporation Officer investigating the complaints the employee shall be paid at the applicable rate for all lost time.
- 5.03 Causes for dismissal will include, among other reasons, theft, destruction or abuse of Corporation property, habitually reporting late, gambling while on duty, abusing

privileges of employee's free transportation, causing an accident through carelessness or neglect, incivility to passengers, profanity on coaches or on the premises of the Corporation, missing fares through neglect, absent without leave after one working period. Causes will also include not complying with the rules of maintenance procedure as laid out in the garage, repeated failure or come backs of mechanic's work due to carelessness, inefficiency or neglect. In all cases, the employee may have the right to appeal under Article 6 of this Agreement.

- 5.04 It is mutually understood and agreed upon that Casual Operators and probationary employees may be dismissed for reasons less serious than those affecting full-time employees. Such causes shall include, but not be limited to, matters pertaining to performance and the ability to get along with others.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 Grievances arising between the Corporation and employees under the terms of this Agreement shall be settled in the following manner:

Step 1: The alleged violation shall be brought to the attention of the Senior Inspector or his/her designate, or the Fleet Services Coordinator or his/her designate of the affected department by the employee and/or Union representative within ten (10) days of the occurrence. Failing satisfactory resolution then;

Step 2: A written grievance shall be submitted to the Operations Manager or Fleet Manager within seven (7) days of Step One above.

The Operations Manager/Fleet Manager and a Human Resources Representative will meet with the Grievance Committee and the grievor within seven (7) days of the receipt of the grievance. The Operations Manager or Fleet Manager will issue a response within seven (7) days. Failing satisfactory resolution then;

Step 3: The Union may resubmit the grievance to the General Manager of Public Works and/or the Director of Fleet and Transit Services within seven (7) days or upon receipt of the Corporations response to the grievance.

The general Manager of Public Works and/or the Director of Fleet and Transit Services, Operations Manager/Fleet Manager and a Human Resources Representative will meet with the grievance committee and the grievor within seven (7) days or at a time mutually agreed upon.

The General Manager of Public Works or the Director of Fleet and Transit Services will issue a response within seven (7) days of the above meeting.

In article 6 “days” shall exclude Saturdays, Sundays and Statutory Holidays.

- 6.02 Mediation

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within twenty-one (21) days after the disposition of Step 3 and a response from the responding party shall be issued to the requesting party within twenty-one (21) days. The mediator shall

be selected by mutual agreement of the parties and expenses shall be shared equally. The mediator shall endeavor to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file the arbitration shall commence upon completion of the mediation stage.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The arbitrator shall give a succinct decision within seven (7) days after completing proceedings, unless the parties agree otherwise.

ARTICLE 7 – ARBITRATION

7.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;

- (a) the interpretation, application or administration of this Agreement, or
- (b) when an allegation is made that this Agreement has been violated,

and if a satisfactory settlement cannot be reached through the process provided for under Article 6, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

7.02 **SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of forty (40) calendar days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

7.03 **BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within seven (7) calendar days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of seven (7) calendar days following the date of their appointment either representative will then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

- 7.04 (a) Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- (b) 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, if any, which is deemed to equitable.

- 7.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 7.06 Where there is a single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 7.07 Notwithstanding the provisions of Article 5 or this Article;
- (a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 6,
 - (b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 7.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 7.09 Upon mutual consent of the parties any difference may be submitted to a three (3) person Board of Arbitration.

ARTICLE 8 – NO STRIKE / NO LOCKOUT

- 8.01 The Union agrees that there shall be no strike (as defined in the Ontario Labor Relations Act) and the Corporation agrees that there shall be no lockout (as defined in the Ontario Labor Relations Act) during the term of this Agreement.
- 8.02 An employee covered by the Agreement shall not be required to perform the work of legally striking or locked out employees from any other employer or to cross a legal picket line arising out of a legal strike or lockout. Failure of an employee to perform the work of a legally striking or locked out employee or to cross such a picket line shall not be grounds for disciplinary action.

ARTICLE 9 – LEAVES OF ABSENCE

- 9.01 (a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the Transit Operations Manager/Fleet Manager or their designate, and in the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline, which may include dismissal.
- (b) Application for such leave must be made at least five (5) working days prior to the commencement of such leave and no leave will be granted for a period greater than six (6) months. The Corporation may fill vacancies due to Leave of Absences with Casual Operators and will use discretion in dealing with requests less than five (5) days.

- (c) During personal leaves of absence greater than one (1) week, the employee will be required to pay the premiums for all insured benefits.
- (d) Upon his/her return to duty, the employee shall resume his/her original position on the seniority list. It is understood that at no time shall a Leave of Absence be granted for longer than six (6) months.
- (e) Applications for Leave of Absence, except those set forth under Clause 9.06, shall be dealt with in the order in which they are received and leave shall be granted provided the regular operation of the Transit Department can be performed without incurring additional overtime and such operations can be performed by utilizing Casual Operators.

9.06 Union Business

- (a) Leave of Absence of up to a total of sixty (60) working days per year not including arbitration and/or negotiation to attend to Union Business without pay or loss of service credits and seniority shall be granted to Officers of the Union or any members who are appointed or voted by the Union to maximum of three (3) from the Operating Department and two (2) from the Maintenance Department. An application for such leave of absence must be submitted on the appropriate City of Brantford form. Such unpaid leave shall be given precedence over any other application for leave during the same time period, provided forty-eight (48) hours' notice is given, if forty-eight (48) hours' notice is not given, than the time off will be subject to availability of manpower. The employer shall continue to pay all wages, benefits and credits to such employees and the Union shall reimburse the employer for all wages.
- (b) Upon written application to the Manager of Transit Services or Fleet Manager or their designate, thirty (30) Transit working days in advance, employees elected to office or appointed to a committee with the Amalgamated Transit Union shall be granted an unpaid leave of absence, without benefits or OMERS pension benefits. The Leave shall be for the period they are so acting. Upon their retirement from said office, they shall be given their former employment and full seniority, provided they are qualified to fill said position at the time of reinstatement.

9.07 Pregnancy/Parental/Adoption

Employees shall be granted Pregnancy, Parental and/or Adoption Leave in accordance with the Employment Standards Act and amendments made thereto.

9.08 Jury / Witness Duty

Leave of Absence will be granted to an employee who is subpoenaed as a witness. The employee shall receive a supplement to any witness pay up to his/her regular pay for such working hours as the employee is required to act as a witness.

- 9.09 The Corporation agrees to reimburse employees for loss of pay when appearing for jury duty. If any employee so appearing is subsequently dismissed in the course of normal working hours, the employee shall immediately report for duty to his/her supervisor.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 The following Statutory Holidays shall be Holidays with pay for all Employee(s) covered by this Agreement and any Statutory Holidays declared by the Federal Government of Canada, Provincial Government of Ontario and the Municipal City Council of Brantford.

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

10.02 Effective January 1, 2018

All Full-time employees who have completed their probationary period shall be allowed two (2) floating holidays each year. Newly-hired Full-time employees who were not actively employed for at least seventy-five (75%) percent of the first year as a Full-time employee will not be entitled to two (2) floating holidays during the following year.

All Full-time employees that have completed their probationary period and were actively employed for at least fifty (50%) percent of the previous year shall be allowed one (1) floating holiday during the following year.

The floating holidays must be used between January 1 and December 31 of the current year. Employees may take pay in lieu of these floating holidays. Scheduling of these days must be approved by the Operations Manager or the Fleet Manager.

10.03 Full-time employees will be eligible for holiday pay only if they work their last scheduled working day preceding and their first scheduled working day following the holiday, unless on regular day off or on sick leave supported by a signed medical disability certificate attesting to his/her inability to work, or specific permission has been granted for leave of absence by their respective Fleet Manager/Operations Manager. Employees must also have worked at least one (1) day in the two (2) weeks preceding the holiday or the two (2) weeks following the holiday. Bereavement, jury duty and vacation will count as time at work for the purpose of this Clause.

10.04 Eligible employees required to work on a statutory holiday or whose regular day off occurs on a statutory holiday, or who are on vacation, will be allowed one (1) day off with pay, to be taken within the limits of the vacation sign up, or one (1) day's pay, in lieu of the day off. Eligible employees (employees that actually work the statutory holiday), may bank up to a maximum of (3) three statutory holidays per year subject to the time being taken within the limits of the vacation sign up.

All statutory days earned shall be used within the same calendar year, with the exception of Christmas and Boxing Days, which must be used on or before August 31 of the following year, to be paid for at current rate of pay of the following year.

Operators

10.05 All regular Statutory Holiday work shall be determined by sign up in order of seniority.

- 10.06 All Full-Time Operators signing for Statutory Holiday work shall be paid their regular day's pay plus time and one half (1½) for all hours worked to a maximum of eight (8) hours. Hours worked in excess of eight (8) hours shall be paid at double time. The minimum payment for an Operator who works on a Statutory Holiday shall be one (1) day's pay plus eight (8) hours at straight time.
- 10.07 All other Operators called upon for additional work on Statutory Holidays, shall be paid at time and one half (1 ½) for such hours worked, with a minimum of four (4) hours applicable. This payment shall be in addition to any holiday pay to which the Operator may be entitled.
- 10.09 Holiday pay for hours not worked will not be included in the hours worked in a weekly period for calculating overtime above forty (40) hours.
- 10.10 No more than two (2) Spare Board Operators shall be allowed days off on any one (1) Statutory Holiday.

Maintenance

- 10.11 All regular work required by the maintenance staff on a Statutory Holiday shall be allocated by sign up according to seniority by employees in Maintenance. No maintenance employee whose regular day off occurs on a statutory holiday shall be eligible to sign for work on that holiday.
- 10.12 An employee called out to work on a statutory holiday shall be paid at time and one half (1½) for all hours so worked. The minimum payment for work on a statutory holiday will be three (3) hours at time and one half (1½) in addition to any statutory holiday pay to which the employee may be entitled.
 - (a) Mechanic on Standby called out to perform emergency work on Hydro or Water vehicles on a statutory holiday shall be paid at time and one half (1½) for all hours worked between 8:00 a.m. and 4:00 p.m. inclusive. Double time will apply at all other hours.

ARTICLE 11 – VACATION ENTITLEMENTS

- 11.01 Effective January 1, 2018
New Full-time and probationary employees shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each partial or complete month of service between the employee's start date and December 31 of the vacation year to a maximum of ten (10) days, to be taken in that year.

All full time employees shall be granted annual vacation with pay in accordance with the following schedule based upon their accumulative continuous length of active employment in the Transit Department.

In the year in which their first (1 st) anniversary falls	---	Two (2) Weeks
In the year in which their fourth (4 th) anniversary falls	---	Three (3) Weeks

In the year in which their tenth (10 th) anniversary falls	---	Four (4) Weeks
In the year in which their sixteenth (16 th) anniversary falls	---	Five (5) Weeks
In the year in which their twenty-sixth (26 th) anniversary falls	---	Six (6) weeks

Employees with sixteen (16) or more years' service shall have the option of taking two (2) weeks in single vacation days.

In calculating length of accumulative continuous active employment for vacation purposes, leaves of absence or lay-offs of less than one (1) month's duration shall not be deducted from an employee's accumulative continuous employment.

All vacations shall be taken during the calendar year. In extenuating circumstances, where employees were unable to use their vacation in the calendar year, vacation will be carried over or paid out at the sole discretion of their Manager.

11.02 Vacations – All employees

One (1) week's vacation shall be defined as Sunday to the following Saturday and shall be based on five (5) eight (8) hour days, or forty (40) hours per week of vacation.

11.03 Vacations – All Full-Time Employees

The parties agree to the attached schedule as Appendix "A".

The parties agree to guarantee two (2) employees off every day of the year from (Jan 01 to Dec 31).

Prime time is identified as ten (10) weeks prior to Labour Day holiday during which there shall be a maximum of six (6) vacation entitlements.

During the weeks in which Good Friday, Victoria Day, Labour Day and Thanksgiving fall, there shall be a maximum of four (4) vacation entitlements.

During the weeks in which Christmas Day and New Years Day fall there shall be a maximum of six (6) vacation entitlements.

All other weeks of the year there shall be a maximum two (2) vacation entitlements.

Vacation Sign-Up

Operator(s) shall sign their vacation in order of seniority. When an Operator signs their vacation and, provided it is not in prime time, they may select to pass on their first (1st) selection, if they so choose to sign they may sign their entire vacation entitlement.

All Operators shall complete their vacation sign up entitlement before the end of the signing period, unless they have signed single day vacation(s). (As per article 11.01)

11.04 Vacation Operators

All vacations shall be determined by sign up according to seniority, which shall be posted no later than October 15th of the previous year. Signup shall commence on November 1st with 3 operators per day Monday to Friday until the sign up is completed. Any operator that has elected to pass on any turn must sign by March 31st of the following year.

11.05 Transit Service Centre Vacation

Maintenance Staff Vacation Sign-Up shall commence on the first Monday in November.

Vacation(s) shall be limited to the following:

Day Mechanics:

- January 1st to May 31st and October 1st to December 31st – one (1) Mechanic off at a time.
- June 1st to September 30th – two (2) Mechanic(s) off at a time

Afternoon Mechanics:

- One (1) Mechanic off at one time

Night Mechanics:

- One (1) Mechanic off at one time

Body Technicians:

- One (1) Technician off at one time

Service Technician:

- One(1) Technician off at one time

Vacation entitlement shall be determined by sign-up with seniority prevailing.

Employee(s) shall sign a maximum of two (2) weeks vacation during each sign-up rotation.

Each sign-up period is defined as one (1) work day.

Employee(s) with sixteen (16) or more years of service shall have the option of taking two (2) weeks in single day(s). The maximum allowed single day vacations are ten (10) days. Those with less than sixteen (16) years of service shall have the option of using single days for one (1) week.

All vacations shall be taken during the vacation year. In extenuating circumstances, where employees were unable to use their vacation in the calendar year, vacation will be carried over or paid out at the sole discretion of their Manager.

ARTICLE 12 – PROMOTIONS AND TRANSFERS

12.01 If an employee who is covered by the terms of this Collective Agreement is promoted or transferred to a job within the Corporation but outside the Bargaining Unit on a permanent basis, the employee shall retain their seniority in their former job

classification for nine hundred and sixty (960) hours worked provided the employee pays dues, fines and assessments to the Union during this nine hundred and sixty (960) hour period. If the employee requests to return to their former classification before they *have* completed for nine hundred and sixty (960) hours worked in their new job, the employee shall be credited with their seniority prior to their transfer from the Bargaining Unit, provided that the employee has paid all required dues, fines and assessments to the Union. This opportunity shall not be given more than once to any employee.

Should the employee decide to return to their Bargaining Unit position, within nine hundred and sixty (960) hours worked they shall assume their previously assigned run, provided they are returning within the same run sign-up. Should the employee return during a subsequent sign-up, they shall be placed on the Spare-board and assigned work according to Spare-board regulations.

(b) If an employee who is covered by the terms of this Collective Agreement is promoted or transferred to a job within the Corporation but outside the Bargaining Unit and Transit on a temporary basis, the employee shall retain their seniority in their former job classification for a period of no greater than 12 months, the time may be extended upon mutual agreement between the Union and Employer, provided the employee pays dues, fines and assessments to the Union during this period. If the employee requests to return to their former classification before they *have* completed the temporary position, the employee shall return with no loss of seniority, provided that the employee has paid all required dues, fines and assessments to the Union. This opportunity shall not be given more than once to any employee.

- 12.02 All vacancies in either the Operating or Maintenance Department shall be posted for five (5) days.
- 12.03 In the event of a vacancy in the Maintenance Department, full-time employees in the Maintenance Department shall have first preference of application. Full-Time Operators shall have second preference to make a transfer, providing the employee can comply with the necessary qualifications.
- 12.04 In the event of a vacancy in the Operating Department, full-time employees in the Maintenance Department shall have first opportunity to make a transfer, providing the employee can comply with the necessary qualifications. Should there be no successful applicant(s) from the Maintenance Department, then the full-time Operator vacancy shall be filled in accordance with article 3.04 (c).
- 12.05 In the event that an employee is transferred from either Department, a nine hundred and sixty (960) hours worked qualifying period shall be allowed and, if his/her work is found unsatisfactory or the employee desires to return to his/her previous employment, adjustments will be made with full seniority. Notwithstanding Article 12.06, it is understood that any employee who is accepted for a posted position may be precluded from applying for another job vacancy at the same level for a period of six (6) months.
- 12.06 An employee who applies for a General Maintenance position and is awarded the position, will be exempt from applying to other job postings within the Union for a period of one (1) year.

ARTICLE 13 – SENIORITY, LAYOFFS

13.01 Seniority is the exclusive right of the Union and shall be under the jurisdiction of the Union and governed by the Local 685 By-Laws.

All employees shall have their seniority with their continuous employment with the Corporation. Should the union decide whether to grant seniority to its members shall be the exclusive right of the Union. In the event there are multiple employees hired on the same date, seniority shall be based on the date and time Human Resources received the application. The Offer of Employment shall have the application date shown and a copy of the offer of employment shall be provided to the Financial Secretary of the Union.

(a) The seniority of employees in these groups will commence:

Full-Time Operators: An Operator's seniority will commence when the employee commences regular duties. This does not mean when the employee commences training, but after approval has been given, by the Manager, that the Operator is considered qualified to perform an Operator's duties.

Maintenance: When a person has completed probation, the employee will be credited with the correct seniority.

13.02 The seniority list shall be compiled with each individual Full-Time employee placed in accordance with his/her term of continuous service in his/her particular group.

13.03 After discussions between the Union and the Corporation, when a Full-Time Operator has been approved for LTD benefits he/she may be placed on an inactive list and their Full-Time position shall be permanently filled from the Casual roster in accordance with article 3.04 (c).

13.04 Layoffs

Should a lay-off of employees be planned, it shall be done according to job classification, according to seniority of the classification, with the last person on being the first person laid off. The president, Financial Secretary, Treasurer, Vice President, and one officer from each of the Operations and Maintenance departments, shall be the last laid off in the said classification.

13.05 Full-time employees who are laid off and are qualified and capable of handling the job, and have the necessary seniority, may displace an employee, with less seniority, of another classification, and said employee shall assume the rate of pay for that classification.

13.06 Full-time Operators who are laid off shall be offered all Casual work that becomes available that they are able and available to perform and shall be paid at the full rate of pay for the classification that they are working in, for the actual hours worked. Overtime at the rate shall be paid for all time in excess of eight (8) hours in one (1) day. There shall be a two (2) hour minimum guarantee.

- 13.07 No Casual employees shall be employed while a full-time employee is laid-off, unless the laid-off employees have been contacted and given first choice of all available work in the Operating and Maintenance Departments.
- 13.08 No new employee shall be hired until all those laid-off full-time employees who are qualified and capable of returning to work have been given the opportunity of recall. Should a full-time employee be laid off and subsequently recalled to perform casual work, the twenty-four month period shall begin again. A recall shall be a minimum of two (2) hours. Members who are laid-off for a period of twenty-four (24) months, and who are not recalled during that period, will lose all seniority and no longer be considered employed by the Corporation.
- 13.09 An employee shall be considered no longer employed by the Corporation if the employee:
- (a) Voluntarily resigns the employ of the Corporation;
 - (b) Is discharged for cause and the discharge is not reversed by the Grievance Procedure or Arbitration
 - (c) Refuses to provide completed "Medical Certificate of Disability" on a regular basis when requested to support the absence from duty due to illness or injury provided that the illness or injury exceeds three (3) scheduled working days.
 - (d) Is laid off for a continuous period greater than twenty-four (24) months.
 - (e) If the employee fails to report for work within seven (7) days after being notified to return to work by registered mail at his/her last known address.
 - (f) Doesn't maintain membership in good standing with the Union.

Casual Mechanics will receive the new hire rate of pay.

ARTICLE 14 – WORKING CONDITIONS

- 14.01 Employees will have eight (8) hours off duty between shifts on consecutive days to ensure proper rest, except when otherwise agreed to by both parties.

Operators

- 14.02 Overtime shall be distributed as equally as possible among all full-time and probationary employees. Casual Operators may be given overtime only after management has exhausted all reasonable means to employ a full-time or probationary Operator for said overtime.

Maintenance

- 14.03 Maintenance staff shall be given five (5) minutes in which to wash before leaving work. All maintenance employees shall be given two (2) ten (10) minute rest periods per shift. Rest periods shall 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.

ARTICLE 15 – ACCIDENTS AND INCIDENTS

- 15.01 In the case of all vehicular accidents, the employee shall carefully complete an accident report before he/she leaves the premises of the Corporation following their shift, on the forms provided for that purpose. Every effort will be made to have the employee complete the accident report prior to the end of his/her shift, however should an employee be required to complete the accident report after his/her shift has ended the employee shall be paid the applicable rate of pay for the time which was needed by the Employee to complete the above noted report.
- 15.02 When an employee is required to complete an incident report by his/her supervisor it shall be completed on the forms provided for that purpose and a copy of all incident reports shall be supplied to the Union. Every effort shall be made to have the employee complete the incident report prior to the end of his/her shift, however should an employee be required to complete the incident report before or after his/her shift, but returned within twenty four (24) hours the employee shall be paid thirty (30) minutes at straight time to complete the report.

ARTICLE 16 – LICENCES

- 16.01 The Corporation shall pay the cost, to a maximum of \$125.00 per any medical examination charges and the full cost of any renewal fees that are requested by the Ontario Ministry of Transportation that are required to maintain an employee's required drivers licence. Reimbursement shall be made as soon, as is practicable.

The Corporation shall also provide testing for licence renewals at no cost to the Employee through the Corporation's Driver Trainer. If the Corporation's Driver Trainer is not available, the Corporation shall reimburse the Employee for all costs related to the testing and renewal of the Employees required licence through the Ontario Ministry of Transportation.

- 16.02 All medical examination charges, one time testing charges, and renewal fees related to the renewal of all Skilled Trades licences which are required in their classification of employment shall be paid for by the Corporation. Reimbursement shall be made as soon, as is practicable.

16.03 Loss of Licence

- (a) A full-time employee with one (1) or more years of service shall not be subject to dismissal for loss of his/her driver's license for a first occurrence, unless also convicted of causing an accident involving serious bodily harm or major property damage, or drugs for other than medical purposes, but shall be placed on lay-off without pay or benefits until his/her licence is restored. A second such occurrence will subject the employee to dismissal. It is understood that, in case of such a suspension of licence not resulting in dismissal, a Casual Employee may be engaged as a replacement.
- (b) An employee who is required to use an "ignition interlock" to operate a vehicle, is not deemed to have the required licence restored in order to operate a Corporation vehicle. Ignition interlocks shall not be installed on Corporation vehicles.

ARTICLE 17 – COST OF LIVING

17.01 No adjustment in rates of pay with respect to Statistics Canada Consumer Price Index will be effective during the period of this contract.

ARTICLE 18 – PENSION PLAN

18.01 All eligible employees shall join the Ontario Municipal Employees' Retirement System Plan (OMERS). The Corporation and the employee shall make contributions in accordance with the provisions of the OMERS plan.

Where a retiring employee has a minimum of fifteen (15) years service, has attained the age of fifty (50) years or older, and is eligible for early retirement under the OMERS Pension Plan, the Corporation agrees to provide a Special Retirees Health Benefit Plan until the employee reaches the age of sixty-five (65).

The Union further agrees to put the employees' portion of the Employment Insurance (EI) rebate towards the funding of this Special Retirees Health Benefit Plan, for the duration of this rebate program.

ARTICLE 19 – HEALTH INSURANCE

19.01 The Corporation agrees to pay 100% of the current premium cost of the following, for all employees who have completed their probation period:

- Manulife Semi-Private Plan (Coverage to begin after the 3rd day of hospitalization)
- Manulife Prescription Drug Plan; Mandatory Generic Drugs with appeal process
 - Coverage for Viagra & Cialis - \$1,000 annual maximum
- Manulife Dental Plan #9 (with a one (1) year lag on the O.D.A. fee schedule).
Effective January 1, 2015 – Manulife Dental Plan #9 at current rates on the O.D.A. fee schedule
 - Dental Restorative coverage - \$2,000.00 annual maximum
- Manulife Vision Care Plan - \$425.00 every 24 months
- Manulife Extended Health Plan coverage (\$10, \$20 deductible); and
- Manulife Health Deluxe Travel Plan
- Hearing Aids - \$600.00 Lifetime maximum
- Massage Therapy – no deductible - \$450.00 annual maximum
- Physiotherapy – no deductible - \$450.00 annual maximum
- Chiropractic Care – no deductible - \$450.00 annual maximum

- Effective January 1, 2014 – Reimbursement of 100% for a CPAP (sleep apnea) machine and all required supplies subject to the Carrier’s definitions’.
- The Corporation shall provide prescription protective eye-wear for full-time maintenance staff that requires eye protection over the course of their normal duties. Each employee will be provided up to \$250.00 for prescription protective eye-wear once every two (2) years.

After consultation with and agreement with the Union, the Corporation may choose other carriers to provide equivalent or better coverage and service.

19.02 Effective January 1, 2014, the Corporation agrees to pay 100% of the cost of premium payments for the Long Term Disability (LTD) Plan, such plan to provide employees who have completed their probation period with payment of seventy (70%) percent of their monthly pay up to a maximum of two thousand five hundred dollars (\$2,500) per month, subject to the one hundred and eighty (180) days waiting period and the conditions set forth by the carrier. LTD “own occupation for two (2) years” is included in the terms of the LTD plan.

19.03 Should an active employee die prior to age fifty-five (55) years and while in receipt of health benefits, his/her spouse shall continue to receive the benefits for a period of two (2) years following the month of death.

Should an employee die after the age fifty-five (55) years and while in receipt of health benefits, his/her spouse shall continue to receive the benefits until the first date at which one of the following takes place:

- The date at which the employee would have been sixty-five (65) years of age;
- The date at which the spouse reaches sixty-five (65) years of age;
- The date at which the spouse remarries, or entered into a common-law relationship

19.04 The Employer shall provide at no cost to full-time employees covered by this agreement, and on the active payroll, who have completed three (3) months of service, life insurance, in the amount of twice (2x) their basic salary, the amount to be the closest even one thousand dollars (\$1,000), until the employee reaches the age of sixty-five (65) or retires, whichever comes first.

19.05 Benefits for Employees over age 65

- (a) The Employer shall provide at no cost to full-time active employees who are between the ages of 65 and 70 and who have completed three (3) months of service, life insurance in the amount of one times (1x) their basic salary, the amount to be the closest even one thousand dollars (\$1,000), as well as continued extended health care and dental benefits. The Long Term Disability (LTD) plan ceases at age 65.
- (b) The Employer shall provide at no cost to full-time active employees who are over the age of 70 and who have completed three (3) months of service, life insurance in the amount of ten thousand dollars (\$10,000) as well as continued extended health care and dental benefits.

ARTICLE 20 – SICK LEAVE BENEFIT ALL FULL-TIME EMPLOYEES

20.01 Each employee who has completed his/her probationary period shall be credited with sick leave credit for each calendar month of active service with the Corporation as follows:

After six (6) months continuous employment	---	One (1) day per month
After five (5) years continuous employment	---	One and One Quarter (1 ¼) days per month
After ten (10) years continues employment	---	One and One Half (1 ½) days per month

- (a) Absences due to Vacation, Statutory Holidays, Bereavement Leave, and Jury/Witness Duty shall be considered as actively at work for this clause.
- (b) After more than two (2) days of absence due to illness in any month, there shall be no sick leave credit accrual for that month.
- (c) After the fifth (5) occasion in any calendar year, there shall be no accumulation of sick leave during any month in which there is absence due to illness for the remainder of the calendar year.

20.02 Absence for illness shall be paid and deducted from the Full-Time employee’s accumulated sick leave credits where available. The number of days or parts of days for which an employee received “sick pay” shall be deducted in hours from his/her cumulative sick pay credits.

20.03 Upon retirement, death or separation, excepting for dismissal for fraudulent use of the Corporation's funds, Full-Time employees hired prior to January 1, 1994 in the Transit Department, after ten years' continuous employment, shall be entitled to receive a cash settlement calculated by multiplying fifty (50%) percent of his/her accumulated sick day credits by his/her regular daily rate of pay at the time of retirement, death or separation, or six (6) months' pay, whichever is the lesser.

20.04 Except under circumstances clearly beyond their control, Full-Time operators who fail to report sick one (1) hour before shifts that start previous to 9:30 a.m., two (2) hours before shifts that start at 9:30 a.m., or at least four (4) hours before start of other shifts, shall be recorded as absent without permission, and sick leave allowance will not apply. Operators normally scheduled to start their shift prior to 6:00 a.m., will contact an answering service designated by the department.

Except under circumstances clearly beyond their control, Full-Time maintenance employees who fail to report sick one-half (½) hour before their 7:00 am shifts, by contacting an answering service designated by the department shall be recorded as absent without permission, and sick leave allowance will not apply.

Except under circumstances clearly beyond their control, full-time maintenance employees who fail to report sick two (2) hours before their 4:00 pm shifts or later, by contacting the Fleet Manager or Designate or in the event that neither can be contacted

an answering service designated by the department shall be recorded as absent without permission, and sick leave allowance will not apply.

- 20.05 All Full-Time employees in the Operating Department returning to work after a period of absence due to illness shall not be entitled to their regular work unless they report ready for duty before 2:00 p.m., on the previous work day for shifts that start in the morning, and before 9:00 a.m., on the day they return to work for shifts that start in the afternoon. Full-Time Operators returning to work without proper notice shall be entitled to any extra work available on the Spare Board. Minimum guarantee will not apply.
- 20.06 Every employee requesting relief due to illness shall be relieved from duty as soon as possible. He/she shall keep the Corporation advised daily as to his/her whereabouts, and the name and address of his/her attending physician. He/she shall submit to examination by the Corporation's physician at such times and as often as the Corporation desires, as long as he/she is relieved due to illness. Employees absent under a doctor's care for a specified time, and of which the Transit Manager/Fleet Manager and the Director of Human Resources have been previously made aware, will not be required to call in daily.
- 20.07 Absences due to illness for more than three (3) consecutive days, the Employees shall be required to submit a form provided by the Corporation and completed by a duly qualified physician certifying their inability to be at work for the duration of the illness and their ability to return to work. The Corporation shall have the right and privilege of obtaining further medical information, at the cost to the Corporation, through a completed Functional Abilities Form, when it deems necessary to support employee claims for sick leave absences.
- 20.08 When the Corporation receives sufficient, appropriate medical documentation regarding an Employee's inability to work due to a work-related injury, the Corporation will continue the Employees regular pay and subsequent WSIB payments will be directed on a pro-rata basis from the Employees sick leave accumulation and if the sick leave accumulation declines to zero then the top up ceases.

If the Employee fails to co-operate with the Corporation then the Corporation has the right to suspend the regular pay provided as above and provide only the "top-up" (as outlined above) and only after the Employee is in receipt of Workplace Safety and Insurance benefits as per the Collective Agreement.

- 20.09 In the event of an employee being laid off, the premium for such benefits will be paid by the Corporation to the end of the month.
 - (a) Subject to the provision of the Collective Agreement and legislation, benefit coverage will continue only for absences due to illness, disability, and Workplace Safety Insurance compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and eighty (180) consecutive calendar days. "Benefit Coverage" includes life insurance, A.D&D., L.T.D., Extended Health Plan and Dental Plan.

Effective September 1, 2013, employees who go on L.T.D. will be paid benefit coverage as of the date they qualify for L.T.D. based on their seniority as follows:

0 but less than 5 years	3 months benefit coverage
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5 but less than 10 years	6 months benefit coverage
10 but less than 15 years	9 months benefit coverage
15 but less than 20 years	12 months benefit coverage
20 but less than 25 years	15 months benefit coverage
25 but less than 30 years	18 months benefit coverage
30 but less than 35 years	21 months benefit coverage
And greater than 35 years	24 months benefit coverage

- 20.10 In the case of non-occupational accidents, Full-Time employees shall be entitled to receive payment under the same terms as sick leave, from accumulated sick leave credits where available. Clauses 20.02, 20.04, 20.05, shall apply.
- 20.11 If a Full-Time employee is on sick leave and the scheduled vacation the employee has signed for occurs, the employee must arrange with the Fleet or Operations Manager or their designates to have his/her vacation deferred to an open week or weeks on the holiday sign up.
- 20.12 Full-Time Employees absent due to illness on no more than two (2) occasions totaling no more than ten (10) days during the calendar year shall be entitled to one (1) additional bonus day, to be celebrated the following calendar year. These days must be used before December 31 each year. Employees may take pay in lieu of these days.
- 20.13 Employees absent on sick leave shall be entitled to sick leave pay as follows:

On the fourth (4 th) occasion	---	1 st day of sick leave is unpaid
On the fifth (5 th) occasion	---	1 st and 2 nd day of sick leave is unpaid
On the sixth (6 th) occasion and any occasion there after	---	1 st , 2 nd , and 3 rd , day of sick leave are unpaid.

- 20.14 For the purpose of Article 20.01, 20.12 and 20.13, doctor or dentist's appointments up to ten (10) cumulative hours in a calendar year will not be counted as an "occasion".

Employees will advise their Supervisor as soon as they become aware but not less than twenty four (24) hours' notice except in extenuating circumstances of doctor's/dentist's appointments scheduled during working hours, however employees will make every effort to schedule all doctor/dental appointments during non-working hours except in extenuating circumstances or unless such appointments are requested by management.

- 20.15 In accordance with Article 20.03 a Full-Time employee due to retire shall be allowed to take a Leave of Absence with pay equal to one-half (½) of the employee's accumulated sick leave, not to exceed one hundred and thirty-one (131) days, prior to the employee retirement date.

ARTICLE 21 – BEREAVEMENT LEAVE

- 21.01 All bereavement leave requests are to be made to the Operations Manager/Fleet Manager and if requested the employee will provide proof of death and relationship of the deceased.

21.02 The Corporation shall grant upon request of a full-time employee a leave of absence of five (5) consecutive working days without loss of pay, upon the death of a member of his/her immediate family. Immediate family shall mean the following:

Of the Employee

- Current Spouse
- Mother / Stepmother
- Father / Stepfather
- Child / Stepchild

The Corporation shall grant upon request of a full-time employee a leave of absence of three (3) consecutive working days without loss of pay, upon the death of a member of these family members:

Of the Employee

- Brother / Sister
- Brother-in-Law / Sister-in-Law
- Grandfather / Grandmother
- Grandchild

Of the Employee's Current Spouse

- Mother
- Father
- Sister
- Brother

Management agrees to recognize a legal common-law relationship. A common-law relationship is deemed to be a period of co-habitation for not less than twelve (12) months, and one where the spouse has been registered with the Human Resources Department as the dependent of the employee.

21.03 In the case of death of other members of the employee's family (aunt, uncle), an employee shall be granted leave of absence with pay not to exceed one (1) day.

21.04 The Corporation agrees that a maximum of two (2) full-time employees who are members of the Union shall be granted bereavement leave with pay for a maximum of four (4) hours each to attend the funeral of a member or retired member of the Union.

21.05 When a bereavement occurs during an employee's scheduled vacation, the number of bereavement days granted shall replace said vacation day(s), which will then be taken after his/her return to duty, at the discretion of the Supervisor.

ARTICLE 22 – SCHEDULE OF WAGES

22.01 The Corporation agrees to pay and the Union agrees to accept for the term of this Agreement, the salary schedule attached hereto as Schedule "A".

ARTICLE 23 – MISCELLANEOUS

23.01 (a) Due to the nature of the Corporation's operations and the necessity of providing reliable Transit Service, employees may be requested to work more than their regular scheduled hours of work.

- (b) The Corporation will permit three (3) Operators off every day of the calendar year regardless of Operators on a full week vacation. Requests for time off must be provided in writing to the Corporation 48 hours in advance
- (c) Maintenance staff, overtime, float and bonus days, may be taken in a minimum of (2) two-hour increments.

23.02 For the purposes of security, the Corporation may employ such persons as are required for security personnel duties only

23.03 Cameras

- (a) The Corporation may install cameras and GPS on its property and in vehicles for safety and security purposes, subject to the provisions of the Workplace Violence and Security Policy.
- (b) The employer shall not use security cameras to monitor Employee performance.
- (c) Should the surveillance tape be required as part of an investigation due to a formal written complaint then the tapes may be reviewed by both the Corporation and the Union.
- (d) The Corporation agrees that Cameras and GPS will not be used in disciplining employees, except in cases of: accidents, employee written complaints, police investigations, or formal written complaints in accordance with article 5.02 that result in an investigation.

ARTICLE 24 – HEALTH & SAFETY

24.01 The parties to this Agreement shall establish a Health and Safety Committee, comprising of two (2) members appointed by the Corporation, and two (2) members appointed by the Union. The Committee shall meet once every three (3) months, unless otherwise agreed.

24.02 The Corporation shall comply with the 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.

If an employee believes an unsafe condition exists, they have the right to refuse unsafe work. The employer and the employee are required to follow the instructions in The Corporation's Health and Safety Policies and Section 43 of The Occupational Health and Safety Act, which is posted on the Health and Safety bulletin boards.

Final responsibility for the safety of the passengers and the vehicle rests with the operator. Operators shall not endanger the safety of passengers or the vehicle and are not expected to follow orders or instructions that violate the law.

ARTICLE 25 – CONTRACTING OUT OF BARGAINING UNIT WORK

25.01 There shall be no contracting out of bargaining unit work. All of the work customarily carried out by the bargaining unit employees will continue to be carried out by the bargaining unit employees. Existing and historical employment practices related to contracting out work will not be restricted by this provision.

In the event that circumstances occur that are beyond the control of the Corporation (economic decisions by other bodies, political decisions, etc.) wherein the Corporation has no option but to put the bargaining work to tender, or any part thereof, the following conditions will prevail:

- (1) The Union will be provided with as much notice as possible, but will receive no less than sixty (60) calendar days notice.
- (2) The Union will be provided with an opportunity to discuss any intent to contract out bargaining unit work.
- (3) The Union will be provided with all of the documentation that would normally be provided to any bidders of the proposed bargaining unit work being carried out. This documentation will be provided at least thirty (30) days prior to any published tendering taking place.
- (4) The Corporation is prepared to receive submissions from the Union that would either avoid contracting out, or which would present a viable or economic alternative to the proposed contracting out.
- (5) All contracting out arrangements will be reviewed by the Corporation and the Union a minimum of ninety (90) days prior to their expiry date, in order to determine the economic feasibility of reducing or discontinuing the contracting out.
- (6) All facts and figures relating to the contracting out arrangements will be supplied to the Union a minimum of ninety (90) days prior to the expiry of any contracting out arrangement in order to provide the Union with the opportunity to properly study the arrangement in its entirety, and to make any representations to the Corporation that it deems necessary.

25.02 The Corporation shall notify the Union of any manufacturer's warranty on any new vehicles at the time of purchase. The length of the warranty shall not exceed the manufacturer's standard warranty for the base vehicle. Management retains the right to purchase extended component warranty on engines, transmissions and differentials.

ARTICLE 26 – PERIOD OF AGREEMENT

26.01 This Agreement shall continue between The Corporation of the City of Brantford and the Amalgamated Transit Union, Local 685 for, a period of four years from July 1, 2016 to June 30, 2020 and thereafter for a successive period of one (1) year until terminated by either party by giving notice in writing ninety (90) days prior to expiry date. It is provided that the parties hereto, as long as this Agreement continues in force, may vary or modify any terms hereof by mutual consent evidenced in writing.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

Overtime for Operators

- 27.01 (a) The normal work week for all full time employees shall be forty (40) hours per week. The work week is deemed to start Sunday and end Saturday.
- (b) All operators covered by this agreement shall have their overtime equaled out by hours at the end of each sign-up period provided that they were available for the complete sign-up period.
- 27.02 Overtime at the rate of time-and-one-half (1½) shall be paid for all time in excess of eight (8) hours in a five (5) day work week, and time and one half (1 ½) in excess of ten (10) hours in a four day work week in any one day. Overtime is subject to Article 30.01. Spare Board Operators are exempted.
- 27.03 All Full-Time and Probationary Operators shall be paid at overtime rate for all hours worked beyond a ten and one half (10½) hours spread in any one (1) day.
- 27.04 Full-Time and Probationary Operators called in on their day off shall be paid at overtime rates.
- 27.05 Full-time Operators who are called out for work other than their regular signed runs shall be paid a minimum of two (2) hours at time and one half (1½).
- 27.06 Full-Time Operators working overtime shall have the option of banking said overtime hours at overtime rates to a maximum of sixty (60) hours per year of straight time (e.g., 40 hours of overtime equals 60 hours of straight time), instead of receiving cash payment. Time off will be subject to availability of manpower and at the discretion of the Transit Operations Manager. All banked time shall be taken at two (2) hours or more. The request for banked time less than a full day shall not be considered part of Article 23.01. In any case, must be taken prior to December 15 of the year in which it is earned. Hours that are not used by December 15 will be paid prior to the last pay period in December. Overtime earned between December 15 and December 31 may be banked and carried forward to the following year and form part of next year's overtime bank.

Operators On Spare Board

- 27.07 (a) Spare Board Operators shall be guaranteed pay equivalent to at least forty (40) hours at Full-time Operator's rate per calendar week. They shall be paid at overtime rate for all hours in excess of forty (40) hours in a weekly pay period. Spare Board Operators shall have no regular days off.
- (b) Spare Board Operators shall have two consecutive days off in each week, signed in order of Seniority at the time of the sign-up. Spare board Operators shall not rotate.
- (c) Vacancies on the regular sign-up of a known duration of one (1) week and created prior to 4:00pm on the Wednesday prior to the next week's schedule, shall be posted for sign-up by Spare Board Operators, seniority will prevail. Spareboard operators in order of seniority may choose to select any known open full week work and will assume the days off of that week's work. Any work not selected or opening up after the 4:00pm cut

off time will be marked up on a daily basis with the senior Spareboard Operators not committed to a full week's work being given the shift with the earliest finish.

(d) Spare board assignments will be posted by 4:00pm each day, with the Spare Board Operators getting the earliest finish (eight (8) hour piece of work). Any work opening up after the 2:00pm cut-off will be assigned by seniority to the next available Spare Board Operator entitled to the work. Any additional open work will be assigned to Casual Operators in accordance with Article 3.04.

(e) Full shifts will not be broken up for the purpose of using one (1) or more Casual Operators.

27.08 Spare Board Operators shall be paid at overtime rate for all hours worked beyond a ten and one half (10½) hours spread in any one (1) day.

27.09 Spare Board Operators required to work more than five (5) days in any calendar week, or called in on their day off, shall be paid at overtime rate for all such hours worked. Such payment shall be over and above the guaranteed pay.

27.10 Sunday specials shall be paid at overtime rates, but such payment shall be over and above the guaranteed pay.

27.11 Spare Board Operators and Vacation Relief Operators assigned to regular runs shall be paid on the basis of Full-time Operators for every full weekly period Sunday to Saturday included in the assignment.

27.12 Casual employees will not be on Spare Board rotation, and can take Spare Board duties only if no Spare Board Operator is available as per Article 3.04 (c).

Maintenance Department

27.13 A workweek shall be forty (40) hours at eight (8) hours per day. Any hours in excess of eight (8) hours per day shall be paid at overtime rates. All working days shall be considered as from 7:00 a.m., through to 7:00 a.m., the following day.

27.14 Maintenance staff shall be paid at overtime rates of time and one half (1½) for all hours worked in excess of five (5) days in any calendar week (Sunday to Saturday).

27.15 Maintenance employees called in to perform emergency work outside of his/her regular hours shall be paid at the overtime rate of time and one half (1½) for all hours worked. The minimum payment for extra work shall be three (3) hours at the overtime rate. Minimum call-out is not in effect if less than one (1) hour before employee's regular start time. Any call-out prior to the start of a shift will be guaranteed one (1) hour minimum payment at overtime rate.

27.16 Any overtime of which the Service Coordinator has prior knowledge shall be allotted by sign-up according to qualifications and seniority within that job classification.

27.17 Maintenance Department employees will be entitled to a twenty (20) minute paid relief period to be taken at the worksite at a time mutually agreed to by the immediate Supervisor and employee. It is understood however, that the relief period is not to be taken at the beginning or at the end of the employee's shift.

27.18 Maintenance employees working overtime shall have the option of banking said overtime hours at overtime rates to a maximum of sixty (60) hours per year of straight time (e.g., 40 hours of overtime equals 60 hours of straight time), instead of receiving cash payment. Time off will be subject to the availability of manpower and at the discretion of the Fleet Manager but, in any case, must be taken prior to December 15 of the year in which it is earned. Hours that are not used by December 15 will be paid out prior to the last pay period in December. Overtime earned between December 15 and December 31 may be banked and carried forward to the following year and form part of next year's overtime bank. The Union agrees that Casual Service Assistants may be used to cover such time off. The Corporation may employ Casual Service Assistants for unskilled work only.

ARTICLE 28 – RELIEF AND CHANGE OF RUNS

28.01 Relief shall be provided for all Operators at least a minimum of thirty (30) minutes per day. This relief will be provided after three (3) hours or more work on the morning shift and after two (2) hours or more on the afternoon shift. These relief periods shall not be paid.

28.02 Change of runs less than forty-six (46) minutes shall be paid at regular rates of pay. Change of runs, provided in excess of forty-six (46) minutes, shall not be paid.

ARTICLE 29 – SIGN-UP

Operators

29.01 Regular sign up(s) shall be effective the second (2nd) Sunday in January, the first (1st) Sunday in April, the fourth (4th) Sunday in June, and the Sunday before Labor Day. Regular sign ups shall be completed within fourteen (14) days after posting. Seniority shall prevail in all sign ups including off days. The sign up period shall be prepared by the Transit Operations Manager, and posted for six (6) weeks prior to the commencement of the sign up for Operators to sign. Where there are significant changes to the normal work, the sign up shall be posted earlier so Employee(s) have time to review all changes. The sign up shall be completed and returned to the Transit Operations Manager by one (1) week before the effective date of the new sign up.

29.02 In the event of a change of schedule or routes affecting the present hours of work, an extra sign up will be posted and be completed within fourteen (14) days after posting, provided, however, such changes may be put into effect immediately and any Operator whose present hours may be changed will be given work conforming to his/her present hours until said sign up becomes effective. Should any employee be absent or unable to sign, the Union Officer will sign for the employee. The Union Officer will contact such employee as to his/her choice.

29.03 The Corporation agrees that at least eighty-five (85%) percent of regular operating hours shall be arranged in regular shifts, to be signed at the regular sign up periods.

29.04 Employees who are on long term disability or who have been off work in excess of three months and have not provided medical clearance to return to work within the period of the upcoming Sign-up or Employees, who have medical or other approved leave of absences from work for the duration of the upcoming Sign-up, will not have the

opportunity to pick until they have announced their intention to return to work and have provided a specific date for doing so.

It is understood that should an Employee, return to work during the Sign-up process but after the Sign-up started and prior to the completion of the Sign-up process, the Employees will pick his/her work then remaining available at the time they present themselves to the Sign-up at any point from their allotted seniority position down to the last available seniority position.

Should the Operator report back to work following the completion of the Sign-up process he/she will revert to the Spareboard for the remainder of the Sign-up.

Should the Maintenance employee report back to work following the completion of the Sign-up process, he/she will revert to the open shift for the remainder of the Sign-up

29.06 Switching Shifts and Days Off

- (1) Employees requesting to switch shifts or days off must complete the necessary forms.
- (2) There shall be direct switches only, spin-off switches with a third party shall not be allowed.
- (3) There shall be no additional cost to the employer to accommodate switching of shifts or days
- (4) Management shall retain the right to approve or deny any switches of shifts or days off.

Maintenance

29.07 There shall be two (2) sign up periods per year in the maintenance department. The periods shall commence on the Second Sunday in January and the Second Sunday in July. Regular sign ups shall be posted by Management and completed within fourteen (14) days after posting. Seniority within the classification shall prevail in all sign ups including days off.

29.08 The sign up shall be prepared by the Fleet Manager or their designate, reviewed by the Union President or the Maintenance "Executive B" and then posted four (4) weeks in advance of the effective date. The posting shall remain up for three (3) weeks. Upon completion, the sign up shall be removed by the Fleet Manager or their designate one (1) week before the effective date of the new sign up. All work shall be comprised of steady shifts and shall not rotate.

ARTICLE 30 – REPORTING TIME

30.01 Operators shall be paid fifteen (15) minutes reporting time before scheduled to leave on all signed runs. Operators failing to report fifteen minutes ahead of schedule shall forfeit their report time for that day. The Spare Board Operator will return to other duties as directed by the Inspector. At no time shall an employee be allowed more than fifteen (15)

minutes reporting time each day. Report time is not included in the calculation of overtime.

ARTICLE 31 – TRANSPORTATION

31.01 The agreed transportation schedule from Monday to Saturday as listed below shall apply.

Monday to Saturday Schedule:

Garage to Terminal at 1:40pm for 2:00pm Start Operators
Garage to Terminal at 2:10pm for 2:30pm Start Operators
Terminal to Garage at 2:30pm for 2:30pm Finish Operators
Garage to Terminal at 2:40pm for 3:00pm Start Operators
Terminal to Garage at 3:00pm for 3:00pm Finish Operators
Garage to Terminal at 3:10pm for 3:30pm Start Operators
Terminal to Garage at 3:30pm for 3:30pm Finish Operators
Garage to Terminal at 3:40pm for 4:00pm Start Operators
Terminal to Garage at 4:00pm for 4:00pm Finish Operators

ARTICLE 32 – CLOTHING

32.01 When reporting for duty and while on duty at the terminal, Operators will properly wear the designated uniform clothing (shirt tucked in, ties on) and will carry all required equipment. The Operator's appearance presents a very clear message to our customers. A neat and tidy personal presentation reflects the safe, professional, courteous, quality image of Brantford Transit. A high standard of personal appearance and hygiene is required. Hair is to be neatly groomed. Males must be either clean and freshly shaved or have a neatly groomed beard or mustache. Clothing must be clean, pressed and in good repair.

Regulations

- City of Brantford employee ID badges must be worn and visible while on duty.
- Brantford Transit identifier must be visible on shirts at all times.
- Ties are to be worn between the 3rd Sunday in September to the 2nd Sunday in May.
- Shirts are to be buttoned at the neck while wearing a tie. Only one tie-pin clip or clip may be worn on the tie.
- Long sleeves may be rolled neatly below the elbow.
- Uniform short sleeve shirts are allowed.
- Shirts must be tucked in at all times and not more than the collar button is to be left undone.
- Uniform short pants may be worn after the 2nd Sunday in May until the 3rd Sunday in September.
- Shoes: Solid dress shoes, with heels of less than four (4) cm. must be worn. Running shoes or other footwear with a combination of colours and laces that distract from the professional appearance of an employee or pose a potential safety hazard are unacceptable. For safety reasons, laces must be properly tied. Sandals or open toed footwear are not permitted.
- Socks must be worn. Socks above the ankle (no sockettes), suspenders and belts are to be colour coordinated with the issued uniform.

- Buttons & Pins: Non-company pins, buttons badges, etc and/or insignia may be worn to a maximum of three from the following categories: I.H.S.A., Ex-serviceman Pin, or Amalgamated Transit Union.
- When wearing the uniform, it must be worn appropriately at all times.
- Brantford Transit Uniforms, or any part of such uniform, must not be worn while engaged in activities or work not related to the City of Brantford

Operators

(a) Each Full-time Operator, after the completion of his/her probation period, shall be provided with a uniform consisting of:

- 1 Spring Jacket
- 4 Pairs of Pants or shorts (Operator's choice)
- 8 Long or Short Sleeved Shirts or Golf Shirts (Operator's choice)
- 2 Sweater-vests
- 1 Winter Jacket
- 1 Tie

(b) Effective January 1, 2018, each Casual Operator, following completion of his/her training period, shall be provided with a uniform consisting of:

- 1 Spring Jacket
- 3 Long or Short Sleeved Shirts or Golf Shirt (Operators Choice)
- 1 Pair of Pants
- 1 Tie

Should a Casual Operator become a Full-time Operator, they shall be provided with a uniform consisting of the difference between what they received as a Casual Operator and what a Full-time Operator is entitled to as outlined in (a) above.

All Operators will abide by the Dress Code policy as outlined in appendix "B"

- 32.02 It is understood that the uniform shall be vested within the Corporation, and that uniforms shall be worn when on duty. Under no circumstances shall an employee be permitted to give all or part of his/her uniform equipment away.
- 32.03 Replacement of any part of the uniform will be at the discretion of the Transit Operations Manager. All employees will be required to turn in the equivalent worn-out uniform parts prior to receiving any new replacements.
- 32.04 Any Operator leaving the service of the Corporation shall return all parts of their uniform and any other equipment issued to the employee to the Operations Manager. The employee will be responsible for any lost article, and will be charged for replacement of said property.
- 32.05 Effective January 1, 2018
Operators are expected to keep their uniforms in a neat, clean and pressed condition at all times, and to return them in the same condition.

Maintenance

32.06 Each Full-time Maintenance employee, after the completion of his/her probationary period, and every year thereafter, shall be provided with four (4) shirts, four (4) pairs of pants and be supplied with eleven (11) pairs of coveralls, the Corporation shall supply a three (3) season safety coat every two (2) years on October 1, 2013 and October 1, 2015.

The employees will be responsible for cleaning the shirts and pants but the Corporation will be responsible for cleaning the coveralls provided for the mechanics use.

32.07 The Corporation will provide suitable protective clothing and safety equipment for employees working in the Maintenance Department.

32.08 Effective January 1, 2018, The Corporation agrees to contribute one hundred and seventy-five (\$175.00) per annum towards the cost of approved safety shoes for all Maintenance employees who have completed their probation period. This allowance will be paid in conjunction with the regular pay due the third (3rd) week of January each year.

ARTICLE 33 – TRAFFIC COUNTS

33.01 A bonus of fifty (50¢) cents per hour shall be paid for all full traffic counts requested by the Corporation using any means other than the electronic fare box.

ARTICLE 34 – SHIFT DIFFERENTIAL

34.01 Operators

A \$0.85 shift premium is paid over and above the Transit Operator's regular rate of pay for those Operators working between 4:00pm and end of service day.

- Effective September 1, 2013 - \$0.75 per hour
- Effective September 1, 2015 – \$0.85 per hour

34.02 Maintenance

All Maintenance staff who is required to work the night shift shall receive a \$0.60 shift premium paid over and above the regular pay for their classification. Night shift hours prevail from 4:00pm until 7:00am.

- Effective September 1, 2013 - \$0.75 per hour
- Effective September 1, 2015 - \$0.85 per hour

ARTICLE 35 – CHARGE PERSON & LEAD HANDS

Maintenance Department

35.01 Effective July 1, 2017, any Full-time employee acting as charge person in the Maintenance Department shall receive a \$0.85 per hour premium between 7:00am and 4:00pm. The most senior mechanic shall receive the rate for each hour or part hour when designated by management.

35.02 The Lead Hand in the Maintenance Department will receive a premium above the Mechanic's rate for all hours worked in the amount of \$3.00 per hour.

ARTICLE 36 – TOOLS AND EQUIPMENT

36.01 Special tools for work in the Maintenance Department will be supplied by the Corporation. These special tools shall not be taken from the shop, and shall be returned to the stockroom in good condition after use. The employee shall be responsible for the replacement of said tools if they are lost or broken through his/her negligence.

36.02 All Mechanics assuming a position on the staff of the Maintenance Department must supply their own hand tools. Cost of insurance on such tools will be borne by the Corporation, **through its insurance policy, provided the employee provides the Corporation with an up to date list of such tools.**

36.03 A credit of eight hundred (\$800.00) dollars will be granted each January 1st to Skilled Tradesmen for the supply of their own tools.

36.04 Other employees required to use tools shall have such tools supplied by the Corporation.

ARTICLE 37 – TERMS OF AGREEMENT

37.01 The union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Corporation shall print, at their own cost, sufficient copies of the Agreement in booklet form in a reasonable amount of time. Whenever possible, they shall be printed at a union shop.

ARTICLE 38 – AMALGAMATION

38.01 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 acquired 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 agreement. The Corporation agrees to give the Union notice in writing ninety (90) days prior to the sale of the business.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this _____, day of October, 2017.

The Corporation of the City of Brantford

Amalgamated Transit Union, Local 685

Chris Friel
Mayor

Sean Grigsby
President Business Agent

Lori Wolfe
City Clerk

Rob Hover
Vice President

SCHEDULE "A"

Position	Jul. 3, 2016	Jul. 2, 2017	Jan. 8, 2018	Jul. 1, 2018	Jul. 7, 2019
FLEET / MAINTENANCE DIVISION					
Lead Hand - Mechanic Premium *	34.32	34.79	35.04	35.61	36.16
Licensed Mechanic with 2 Licenses - (310S and 310T)					
New Hire	30.07	30.52	28.84	29.34	29.84
After 960 Hours Worked	30.70	31.16	30.44	30.98	31.50
After 2080 Hours Worked	31.32	31.79	32.04	32.61	33.16
Mechanic with 1 License - (310T or 310S)					
New Hire	26.49	26.88	26.14	26.64	27.14
After 960 Hours Worked	27.04	27.44	27.59	28.13	28.65
After 2080 Hours Worked	27.59	28.00	29.04	29.61	30.16
Body Repair Technician					
New Hire	27.68	27.68	26.14	26.64	27.14
After 960 Hours Worked	28.25	28.25	27.59	28.13	28.65
After 2080 Hours Worked	28.81	28.81	29.04	29.61	30.16
General Service Technician					
New Hire	24.99	25.37	24.68	25.11	25.54
After 960 Hours Worked	25.51	25.90	26.05	26.51	26.96
After 2080 Hours Worked	26.04	26.43	27.43	27.91	28.38
Fleet Inventory Clerk **	28.18	28.60	28.85	29.36	29.86
Casual Service Assistant	21.49	21.81	21.94	22.32	22.70
OPERATING DIVISION					
Full-Time Operators					
New Hire	21.49	21.81	21.94	22.32	22.70
After 2080 Hours Worked	26.04	26.43	27.43	27.91	28.38
Casual Operators	21.49	21.81	21.94	22.32	22.70

*Lead Hand Mechanic must have two or more licenses, however, the current incumbent will be grandfathered in the position.

** Rates for Fleet Inventory Clerk are based on current incumbent.

**LETTER OF UNDERSTANDING #1
BETWEEN
THE AMALGAMATED TRANSIT UNION – Local 685
(THE UNION)
AND
THE CITY OF BRANTFORD
(THE CORPORATION)**

The parties agree to discuss changes to Transit Operator shift schedules within six (6) months of ratification, including but not limited to consideration of 10-hour shifts and changes to the spreads for split shifts and distribution of operator overtime by seniority.