

AGREEMENT

BETWEEN

**FIRST CANADA
(BARRIE TRANSIT DIVISION)**

AND

**AMALGAMATED TRANSIT UNION
LOCAL 1415**

**Effective:
February 28, 2011
February 28, 2014**

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COLLECTIVE AGREEMENT

Between

**LIDLAW INC. (FIRST CANADA) (BARRIE TRANSIT DIVISION)
(Hereinafter referred to as the "Employer")**

AND

**AMALGAMATED TRANSIT UNION, LOCAL 1415
(Hereinafter referred to as the "Union")**

PREAMBLE AND PURPOSE:

The Employer and the Union each agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize the mutual interest of the parties to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the duly designated sole and exclusive bargaining agent for all employees in any occupation as set forth in this Agreement or any substantially similar occupations if the same are created in the groups or departments hereinafter referred to.
- 1.02 The Employer agrees to meet and treat with the duly accredited officers and committees of the Union on all questions relating to hours, wages, and working conditions, and agrees to deal with it as hereinafter provided.
- 1.03 The Union agrees to notify the Employer in writing of the names and addresses of the respective duly accredited representatives and committees immediately upon their election or appointment to such office.

The Employer agrees to notify the Union in writing of the names and addresses of duly accredited Company representatives.

ARTICLE 2 - MEMBERSHIP IN THE UNION

- 2.01 All employees within the terms of this Agreement must become and remain members of the Union not later than the thirtieth (30th) day following their date of employment as a condition precedent to their continued employment with the Employer insofar as such

employment condition is not in conflict with any laws or regulations as provided in herein.

- 2.02 The Employer further agrees to supply the Union with the names and addresses of each new employee engaged during the term of this Agreement. The Union will supply the Employer with appropriate forms for new employees. The Employer will return the completed forms to the Union within thirty (30) calendar days.
- 2.03 The Employer agrees to notify the properly accredited officer of the local Union, promptly by facsimile, internal mail or Canada Post of all changes in the employment status.

ARTICLE 3 - CHECK OFF OF UNION DEDUCTIONS

- 3.01 a) The Employer shall deduct in each pay period from the wages of employees who are in the bargaining unit, such dues and initiation fees as may be adopted and designated by the Union.
b) Deductions of Union dues and initiation fees shall commence with the first (1st) pay.
- 3.02 The Union shall notify the Employer by letter at least thirty (30) calendar days prior to any intended changes in the amounts to be deducted and receipt of such notification shall be the Employer's conclusive authority to make the specified deductions.
- 3.03 The Employer shall remit such deductions to the Union in writing and further agrees that such monies will be remitted by cheque or electronically no later than fifteen (15) calendar days following the date the deductions were made. If the Employer fails to remit the total monthly remittance by the required date, it will, upon request, provide the Union with a draft for such monies due.
- 3.04 The amount of Union deductions so deducted from wages, accompanied by a statement of deductions from individuals, and a gross pay summary shall be provided by the Employer to the Union not later than the fifteenth (15th) day following the date the deductions were made. It is understood that such information shall be treated in a confidential manner.
- 3.05 The Union shall indemnify and save harmless the Employer, and/or its' agents from any losses, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such union deductions.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 Except as otherwise abridged by specific provisions in this agreement, the Union acknowledges that the Employer shall be entitled to exercise all the usual rights and functions of management, provided nothing herein shall restrict the rights of the parties pursuant to the Canada Labour Code. Without limiting said rights of the Employer, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency and in connection therewith to make alter and enforce from time to time reasonable rules and regulations, policies and procedures to be observed by employees, discipline or discharge employees for just cause, provided that a claim for unjust discipline or termination of an employee who has completed their Probationary Period may be the subject matter of a grievance procedures;
- (b) Select, hire, transfer, assign to shifts, schedule vacations, promote, demote, classify, lay-off, recall or retire employees, and select employees for positions excluded from the bargaining unit;
- (c) Require reasonable medical examinations and tests to be performed by a medical practitioner satisfactory to the Employer, if the employer has reasonable safety concerns;
- (d) Operate and manage the transit system in all respects in accordance with the Employers commitments, obligations and responsibilities including the right to determine the number and location of operations, and their expansion or their curtailment, direction of the working force, schedules of operations, the number of shifts, services to be rendered, work procedures, quality and quantity standards, kinds and locations of equipment and machinery to be used at any time. The Employer to determine job content, establishment of work or job assignments, qualifications for an employee to perform any particular job, decide the number and type of employee needed by the Employer at any time, when overtime shall be worked.

- 4.02
- (a) The Union shall co-operate with the Employer such that the Employer may meet its obligation to provide the services required by new and existing contracts it has undertaken, which may from time to time require additions, deletions or alterations to its transit services on short notice.
 - (b) Additionally, the Union agrees to co-operate fully in the implementation of rules and regulations that may be put into place as a result of or made necessary by any contracts undertaken or about to be undertaken for the operation of transit services.
 - (c) The Union and the employees agree to do nothing that would violate any contractual obligations between the Employer and its customers.

4.03 The following shall be deemed to be just cause for termination:

- (i) Removing from the Employer's premises, without proper authorization, property of the Employer, its customers or other employees which shall include the removal of records or other materials;
 - (ii) Bringing illicit drugs or unsealed bottles of intoxicating beverages onto the Employer's premises or property or being under the influence or in possession of **alcohol** or illicit drugs while on duty;
 - (iii) Fighting, physical assault or physical-intimidation towards supervisors, other employees, customers or suppliers;
 - (iv) Deliberate tampering, sabotage or destruction of Employer, customer or other employee property;
 - (v) The Employer's insurers refuse to insure an employee or continue to insure him/her;
 - (vi) Deliberately providing false information or false documents or falsifying Employer records;
- 4.04 Depending upon the circumstances, the Union and the Employer agree that offences in addition to those listed in Article 4.03 may be just cause for an employee's termination.
- 4.05 For purposes of subsection 60(2) of the Canada Labour Code, the penalties provided in this Agreement are specific penalties.
- 4.06 Where an employee has been terminated pursuant to Article 4.03, the employee may file a grievance, but such grievance shall be limited to contesting whether or not the employee committed the offence upon which the Employer relied in discharging the employee.
- 4.07 The Parties agree that the Employer has the right to suspend, without notice, any employee who has disregarded any regulations or rules of the Employer or the City of Barrie or any Provincial or Federal Law but nothing prevents further disciplinary action in such circumstances up to and including termination.
- 4.08 An employee who has not completed his/her probationary period may be discharged without cause and at the sole discretion of the Employer.
- 4.09 Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

ARTICLE 5 - VALID DRIVERS LICENSES

- 5.01 It will be the responsibility of each **driver** to pay for, secure and maintain a valid Ontario Class **B** license with any appropriate and required government endorsements to those licenses, as a condition of employment. The employee must inform the employer **in**

writing, prior to reporting for their next assignment, of any and all motor vehicle infractions that resulted in charges filed against their Driver's Licence or personal CVOR.

The Employer shall pay the cost of medical examination expenses required to maintain such license, as follows: medical expense reimbursement shall be up to one hundred dollars (\$100) once every three (3) years upon provision of a receipt **from a qualified physician or clinic. Payment will be made within thirty (30) days.**

If for any reason the aforesaid license, classification or endorsement is cancelled, suspended or otherwise revoked, the employee must, **prior to reporting for their next assignment** notify the employer **in writing** and may be subject to discipline, up to and including dismissal. Failure to notify the employer **may** result in the immediate dismissal of the employee, if the employee was aware, or should have been aware, of the cancellation, suspension or revocation.

- 5.02 The Employer will obtain employee's abstracts from the Ministry of Transportation, Ontario, at regular intervals and should the Employer find a less than satisfactory condition prevailing on the employee's driving record that employee will be required to attend a meeting to discuss the employee's qualifications to remain on the driving staff of the Employer. If the meeting is scheduled during the employee's regular working hours, it shall be paid, at the regular rate and no loss of wages shall occur, unless for the purpose of terminating employment

ARTICLE 6 - MEDICAL EXAMINATIONS

- 6.01 In the event an employee is absent from work due to a non-occupational illness or accident, said employee shall be required to promptly report said absence to the Employer, stating the anticipated duration of the absence. Thereafter, he must keep the Employer informed of his/her progress and anticipated return to work date and, must provide appropriate acceptable medical reports from a qualified licensed physician substantiating such absence, as requested by the Employer from time to time. It is understood that the Company will not request a medical report for a period of absence that is already included in a medical report provided to the Company. The Company will reimburse the expense of the medical report to maximum of twenty (\$20.00) dollars based on a receipt from the licensed physician upon presentation of proof of payment. In order to qualify as an acceptable medical report the report must contain the date of the visit, and the date the employee was unable to perform his job duties (**not to predate Company's request for a medical report**), and the anticipated date of return to full duties, on licensed physician letterhead, signed by the licensed physician.
- 6.02 Any employee who is returning to work after illness or accident will advise the dispatch office as far in advance as possible but no later than 14:00 hours (2:00 p.m.) on the day prior to returning to service. In the case of an absence of three (3) calendar days or longer, the Employee must advise the Employer of their expected return to work date as soon after the commencement of the absence as is practical. An employee returning to work prior to their expected return date, will be assigned to the spare board until their

expected return date or the beginning of the week following their return, whichever is earlier.

- 6.03 If an employee is off work due to non-occupational medical reasons for more than three (3) consecutively scheduled work days, the employee may be required to provide a medical certificate at his/her cost from a licensed physician containing the date of the visit, and the date the employee was unable to perform his/her job duties, and the anticipated date of return to full duties. Failure to produce the required certificate will result in the employee not being allowed to return to work until appropriate certificate of medical fitness is provided. Such continued absence shall be unpaid and the employee may be subject to discipline, in addition to the unpaid absence.
- 6.04 In the event the Employer desires a second medical opinion, the employee shall not return to work but shall attend forthwith at the Employer's licensed physician for a medical examination at the expense of the employer.
- 6.05 Employees injured while on duty shall follow the WSIB reporting process. Such employees shall be paid their regular wages for the day of the occupational injury, provided the attending physician advises the employee not to work for the balance of the day. If able to work, the employee shall return to his/her regularly scheduled duties, failing which the employee will not be paid for the hours not worked. All further compensation will be dealt with in accordance with WSIB procedures.
- 6.06 All **medical** examinations required by the Employer shall be made by a **licensed** physician selected and paid for by the Employer. This shall not apply to medicals as outlined in Article 6. If scheduled during working hours, employees will be compensated for any loss in earnings.
- 6.07 An employee failing to pass medical examination from a **licensed physician** approved by the Employer may be disqualified from service. If within ten (10) calendar days of disqualification, written request is made by the employee for further examination, then a licensed physician will be jointly selected by the employee and/or the Union and the Employer. The licensed physician will be selected from a list created by the Union and the Employer. This licensed physician will be paid jointly by the Employer and the employee. If the examinations disclose no disqualifying condition, or disclose condition(s) that in the judgment of the licensed physician can be corrected by treatment, the employee will be permitted to resume his/her employment upon certification of the employee's fitness to return to work by the attending physician.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 (a) The Union agree that there will be no strike, slowdown or stoppage of work during the life of this Agreement.
- (b) The employer agrees that there will be no lockout of employees during the life of

this Agreement.

- 7.02 Where a Labour dispute arises within any union and a legal picket line is established at or around a Employer terminal, garage, or other facility; employees who are members of the Amalgamated Transit Union, will be permitted to honour such a legal picket line only at the facility where work of the other Local Union is or was being performed at the time of the dispute as a regular job or bid shift.
- 7.03 A picket line will not be honoured if it is placed in sympathy for a Labour dispute at some location other than the facility where the work is performed and where the dispute which precipitated the picket line involves that specific facility.
- 7.04 When a situation occurs where employees, who are Amalgamated Transit Union members, are permitted to honour a legal picket line of another union at a Employer terminal, garage, or other facility, the Union will inform their representative to confer with management for the purpose of the parties issuing necessary instructions to the employees and/or members.

ARTICLE 8 - UNION ACTIVITIES

- 8.01 (a) The Union acknowledges that the local union representatives has regular duties to perform on behalf of the Employer therefore the local union representative shall conduct their activities outside regular work hours.
- (b) In situations where the Union requires a local union representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor. It is understood that taking such time away from regular work will not be unreasonably withheld. The Employer reserves the right to limit if the time requested is unreasonable. Time spent away from regular duties shall be unpaid.
- Where the Employer requires a local union representative's attention during working hours, he/she shall be paid for time spent away from regular duties.
- 8.02 Employees who attend grievance meetings shall not lose pay for time spent in the meetings where such meetings are held during working hours.
- 8.03 The Employer recognizes the right of the Union to appoint or otherwise select two (2) employees to the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.
- 8.04 There shall be a Union/Management Committee consisting of three (3) Union officials; (one (1) Conventional Regular, one (1) Conventional Spare Board and one (1) Accessible Operator) and two (2) Management officials. The committee shall meet a minimum of once every six (6) months. If the meeting is scheduled during regular working hours, it shall be paid. It is understood that the committee shall have no authority to negotiate amendments to the Collective Agreement.

- 8.05 The Employer shall allow reasonable access to the Employer's premises by a staff representative of the Union for the purpose of consulting with the local union representative with regard to Union matters, or the Employer. It is agreed such visits will be during normal business hours, timed to cause no disruption to the normal conduct of the business and the Union will provide the Employer with as much advance notice as practical. Such consultations with the local union representative shall be in a place designated by the Employer and the time taken shall be kept to a minimum.
- 8.06 The Union agrees that there shall be no solicitation of members or others Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is further understood that no meetings of the Union or its members will be held on the premises of the Employer at any time without prior approval of the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 **The employer and the union agree that it is in the best interest of both parties to have the complaints and grievances adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the authorized supervisor, the employee or union will meet to discuss the complaint.**
- 9.02 **In order for a complaint to be considered valid an employee or their representative must bring a complaint to the attention of the authorized supervisor within seven (7) calendar days of the incident or within seven (7) days of when the employee should have reasonably been expected to be aware of the incident.**
- 9.03 **If the complaint is not satisfactorily resolved within 7 calendar days, the employee may choose to have recourse within seven (7) calendar days to the grievance procedure as follows:**

Step 1:

The grievances will be presented in writing by the employee or the Union within fourteen (14) calendar days to the employee's immediate supervisor or to a representative designated by the Employer.

Step 2:

In the event the grievance is not resolved within fourteen (14) calendar days, the grievance will be presented in writing, by the employee or the proper representative of the Union, within the next fourteen (14) calendar days, to the appropriate Manager or to a representative designated by the Employer.

Step 3:

In the event the grievance has not been resolved within fourteen (14) calendar days from the date it is submitted, the grievance may be submitted by the Union within the next fourteen (14) calendar days to the appropriate Vice-President, or to a representative designated by the Employer. In cases of discipline involving suspension of fourteen (14) calendar days or more, or termination, the Union may by-pass the first two (2) steps of the grievance procedure and proceed directly to the Vice President's level, or his/her designate.

In the event the grievance has not been satisfactorily resolved at step 3, the parties may upon mutual agreement refer the grievance either to Federal Mediation or a mutually agreed to Mediator, for consideration.

Step 4:

In the event the grievance has not been resolved within fourteen (14) calendar days from the date of submission to the appropriate Vice President or designate, the matter may, on the application of either party, within fourteen (14) calendar days be submitted for final determination to a single Arbitrator. Should the parties be unable to agree on the selection of a single Arbitrator within fourteen (14) calendar days of submitting the grievance to Arbitration, the Minister of Labour Canada will be requested to appoint the single Arbitrator.

Subject to mutual agreement between the Employer and the Union, arbitration proceedings, as herein provided, may be carried out using a board of arbitration.

One (1) arbitrator is to be chosen by the Employer and one (1) by the Union. The two (2) arbitrators so appointed shall meet in an effort to adjust the grievance. If unsuccessful, they must select a third (3rd) Arbitrator within a period of fourteen (14) calendar days from the date of the second (2nd) Arbitrator's appointment and the third (3rd) member shall act as chairman of the board. If it is not possible to select a chairman in this way, then the Minister of Labour of Canada shall name the chairman. After the board has been completed, they shall meet as soon as possible thereafter, but not later than fourteen (14) calendar days, except by mutual consent, and shall receive all evidence pertaining to the case that either party may desire to submit. The board shall render its decision as soon as possible and forward a written copy to each party. The majority decision of the board of arbitration shall constitute the award and any pay adjustment as a result shall be rectified within thirty (30) calendar days of the award and cheques or notification of payment sent to the Union office.

The Board of Arbitration or single Arbitrator, as the case shall be, shall not make any decision which is inconsistent with the provisions of this Agreement, nor add to, detract from, or in any manner alter or amend any part of this Agreement. Each party shall bear

the expense of its nominee and the parties shall jointly share the expense of the Chairman/Arbitrator.

9.04 Company Aggrieved

In the event any grievance, dispute or difference originates in which the Employer regards itself the aggrieved party, the Employer shall take up such matters within fourteen (14) calendar days from the occurrence on which such grievance is based with the local Union president.

In the event no satisfactory adjustment is reached within fourteen (14) calendar days after such submission, the issue may be submitted for determination to arbitration in the manner herein previously provided not later than twenty one (21) calendar days thereafter.

- 9.05 In each instance where time limits are provided in the grievance and arbitration procedures, an additional fourteen (14) calendar days will be granted if requested in writing. An extension in excess of fourteen (14) calendar days will require mutual agreement between the Employer and Union. If either party fails to meet the time limits specified in this Article; they will forfeit the case and it being understood such forfeiture does not decide the merits or establish a precedent.

ARTICLE 10 – DISCIPLINARY MEASURES

- 10.01 It is recognised that the imposition of discipline is the exclusive right of the Employer.

- 10.02 Written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending upon the gravity or the frequency of the infraction in question.

10.03 Non-Punitive Discipline

Both the Employer and the Union agree the imposition of time off as a form of discipline does not serve the interests of either the employee or the Employer. As such, it is agreed the discipline of suspension will be in writing only and no time off will be served. This may not apply with violation of any law, accidents or in regards to the settlement of a grievance. If, as a result of the appeal to the appropriate Manager or his representative or through arbitration, the discipline or the discharge is revised, the record of the employee will be altered according to the decision and the employee will be paid for any loss of earnings in accordance with the decision rendered.

10.04 **Providing Information**

Disciplinary meetings will be conducted as follows. In instances where discipline may result, the employee and the Union will be given written notice stating the co-ordinance of the meeting, a brief description of the incident and the potential for discipline. Union may be by email. The Company will not determine or select the employee's representative, however the process will not be unduly delayed while an employee seeks a specific representative.

Where the seriousness of the incident allows, notification of a meeting will be provided to the employee and Union, a minimum of (48) forty-eight hours in advance. This 48hr. period may be reduced in cases of serious collisions or incidents requiring immediate action on the part of the Company. In such circumstances as much prior notice as possible will be given. Regardless of notice period, the employee will be granted access to Union representation.

If the employee declines such representation, the employee shall sign a waiver, prior to the discussion. The form will be developed jointly by the Union and the Employer. Upon signature a copy will be provided to the Union.

10.05 Removal from Service

Any employee may be relieved of duties for any reason. An employee will be compensated for all time during the relief of duties which the employee would normally have worked. Such compensation will be paid on the next available pay period.

- 10.06 The decision to impose a disciplinary sanction shall be communicated, in writing, to the employee **and Union** within the fourteen (14) calendar days of the **Company's** knowledge of such incident otherwise, this sanction shall be rendered invalid for the purposes of the present agreement.

In the case of a criminal investigation, (for example, theft, drugs, fraud), or accidents where determination of fault is dependent upon investigations and reports by the police or government inspections officers, the time period for the imposition of a disciplinary sanction, does not commence until all conclusions have been drawn from the investigation. In the case of accident investigations that exceed the fourteen (14) calendar days, as outlined above, the employee may be returned to service or if withheld from service be compensated as specified in Article 10.05.

- 10.07 Disciplinary action charged on the personnel record of an employee shall not be used for disciplinary or arbitration proceedings after a period of two (2) years from that date, in the event that no disciplinary action has been charged to such record for a similar type of action.
- 10.08 The personnel file is the sole property of the Employer. Employees may request to view their file, which they may do by prior arrangement with the Operations Manager or

his/her designate. Employees may not view their files privately. The Operations Manager or his/her designate must supervise the employee viewing his/her file at all times.

Request for a copy of the Personnel file must be submitted in writing via the Personal Information Request Form. Employees may be asked to pay for copying costs depending on the size of the file. The Employer will provide the file within **fourteen (14)** calendar days of the formal request

ARTICLE 11 - SENIORITY AND CLASSIFICATIONS

11.01 Establishment of Seniority

The seniority of an employee shall be determined by and commence from the actual first day of work following the employee's completion of their training. Where more than one (1) new employee starts work on the same day, seniority will be established by a draw except that if any such employee was previously employed within the bargaining unit then such employee will be the more senior.

Seniority for employees hired during the term of the Collective Agreement is based upon length of continuous employment as **either** a Conventional or Accessible Transit Operator within the bargaining unit since the last date of hire. Continuous employment shall be all employment in the bargaining unit, unless terminated in accordance with Article 11.04.

The purpose of seniority is to provide the order of work preference, lay offs, recalls and vacation selection within each employee classification

An employee who accepts a position in another classification within the bargaining unit accumulates his/her seniority in his/her former position during a period of **90 days** from the effective date of his/her move into the new position. During this period, the employee may return to his/her former classification provided there is a position available. If no position is immediately available, then the employee shall be awarded the first position that becomes available and will still retain and accumulate seniority. At the end of this period of **90 days**, the employee forfeits his/her seniority from his/her former classification.

It is understood that an employee may only retain and accumulate seniority, on one (1) occasion, under this clause.

- 11.02 (a) Two (2) seniority lists of all employees covered by this Agreement will be maintained by the Employer, one for **Conventional** operators and one for **Accessible operators** and revised in the months of January and July each year. The seniority lists will show the employee's name and seniority date, and, for those employees hired following ratification, the last date of hire as a transit

operator. Two copies of these lists will be provided to the Union and one (1) copy will be posted. The Employer agrees to post the lists more often if there are frequent changes.

- (b) On presentation by a representative of the Union of an error in the listed seniority date of an employee hired following ratification, the correction will be made and a new seniority list prepared and posted with a copy to the Union.

11.03 An applicant, who has entered the service of the Employer in an effort to obtain permanent employment, will be considered to be a probationary employee. Unless notified to the contrary within **one hundred and twenty (120)** calendar days, for all employees from the date entering the service of the Employer, it will be understood that the application for permanent employment has been approved, unless it later develops that the applicant withheld pertinent information or had given false information materially affecting the acceptance of the application for employment, in which case, the applicant will be subject to dismissal from the Employer. Any absence from work for any reason for five (5) calendar days or more will not be credited towards the probation period. The grievance procedure is not applicable to employees dismissed by the Employer during the probationary period.

11.04 An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to re-hire under the following conditions:

- (a.) He/she voluntarily resigns or quits;
- (b.) He/she retires;
- (c.) He/she is discharged and not reinstated through the grievance/arbitration procedure;
- (d.) He/she is laid off for a period of the lesser of six (6) consecutive months or their length of continuous service;
- (e.) He/she is absent from work for five (5) calendar days without notifying the Employer or without a reason acceptable to the Employer;
- (f.) He/she fails to return to work when recalled in accordance with Article 13.04;
- (g.) He/she uses a leave of absence for a purpose other than that for which it was granted, or fails to return to work at the expiration of a leave of absence without a reason acceptable to the Employer;
- (h.) He/she can no longer perform their job due to sickness or accident (subject to applicable legislative requirements);
- (i.) He/she fails to sign a crew in accordance with Article 12.05.

11.05 (a.) In the event an employee covered by this Agreement is promoted to a position outside the bargaining unit and then is returned to a position within the bargaining unit by the Employer, within **ninety (90) days**, the employee shall retain and

accumulate seniority provided the employee elects to maintain the payment of Union dues during this period.

- (b.) In the event an employee is returned to a position within the bargaining unit by the Employer after working in a non-bargaining unit position for more than **ninety 90 days**, the employee will assume the most junior position at the bottom of the seniority list.
- (c.) It is understood that an employee may reacquire seniority under (a) or (b) above on one (1) occasion only.

11.06 Rights: Union and Company Representatives

Members, employees of the Employer, being used in the service of the Union will, while in such service, retain and accumulate all seniority rights enjoyed by other employees. Except as otherwise specifically stated in this agreement no limitations as to the length of absence will apply to members of the Union accepting positions as officers of the Union or Union members accepting official positions with the Union.

- 11.07 Accommodation: The parties confirm their commitment to accommodating employees in compliance with workers' compensation legislation, human rights legislation and employment equity legislation and agree that the seniority provisions of this Agreement may be abridged in order to allow the Employer to accommodate an employee in a position that might otherwise be filled by a more senior employee upon mutual consent between the parties.

ARTICLE 12 - HOURS OF WORK CREW SIGN-UPS, ASSIGNMENTS OF WORK AND OVERTIME

- 12.01 **Current language of 12.01 remains in effect until September 1, 2012 at which time the current language is replaced by the following:**

An employee shall be compensated for work performed from the time the employee is first required to report for duty until the employee is released from duty. **In cases where the Operator returns to duty within two (2) hours, time will be deemed continuous.**

Report and finish location will be the garage location. Report and finish time will be indicated in the Crew Book.

- 12.02 Employees with a “*route time*” **platform time** of five (5) but not more than seven (7) continuous hours shall be paid at least thirty (30) minutes in lieu of break time. Employees with a “*route time*” **platform time** more than seven (7) continuous hours shall be provided with a paid meal period of one half (1/2) hour.

12.03 Employees will be given a minimum of eight (8) hours off between the end of one **(1) daily assignment** and the start of the next **daily assignment**. An employee may volunteer to reduce this period where management is satisfied that the employee can safely complete the work assignment.

12.04 The employer will post the crews for sign up no more frequently than every eight- (8) weeks and not to exceed fourteen (14) weeks unless with prior written approval by the Union. Posting will include a general description of, hours to be paid, route time, rest days assigned and the crew number. In the event there is an adjustment of service or crew values which increases or decreases for more than 1.5 hours of pay per week in a crew (excluding breaks) the Employer will endeavor to post a new sign up prior to the completion of the schedule.

12.05 (a) Posted Crew Sign Ups:

- (i) The Crew Book and the employee bidding schedule will be posted **at least** twenty one (21) calendar days prior to effective date.
- (ii) Crew sign ups will commence **not less than** seven (7) calendar days after posting.
- (iii) Upon completion of the crew sign up, the Employer will post within **five (5)** calendar days the finalized crew book.
- (iv) Employees will bid regular scheduled crews or spare board positions in order of seniority.
- (v) Employees will have a fifteen (15) minute time slot to bid a regular scheduled crew or spare board position.
- (vi) Employees may submit a sealed bid to Dispatch with a copy to the Union indicating his/her choice of the regular scheduled crews or spare board position in order of preference.
- (vii) Employees who fail to bid a regular scheduled crew or spare board position at the assigned time of the crew sign up or do not submit a sealed bid will be passed.
- (viii) Employees who have been passed will only be allowed to bid on any remaining regular scheduled crews or spare board positions.
- (ix) It will be the employee's responsibility to select their choice of a regular scheduled crew at the time of bidding or provide a sealed bid.

- (b) Call down crew sign ups will take place in cases where there is not sufficient time available for a normal crew sign up or where an unexpected vacancy occurs. Drivers will be called in order of seniority. They will have up to fifteen minutes to select their crew. If they fail to select within this period the employee will be permitted to bid from the remainder of the bid work after the driver who is currently bidding work within his/her time slot has completed his/her turn.

12.06 Employees called in and cancelled after reporting will be paid a minimum of three (3) hours at their regular rate of pay if not reassigned to other work.

12.07 Due to the scheduling of the transit routes by the Employer, there is an irregular distribution of hours of work such that regularly scheduled hours of work vary in number. The Employer may schedule work in excess of eight (8) hours per day provided that overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for all hours of work in excess of forty (40) hours in a calendar week.

When the work week is reduced by a General Holiday, overtime will be calculated as per the Canada Labour Code. General Holidays will be those referred to in this Agreement.

Should there be an insufficient number of Operators to man all assignments then Operators will be required to work in accordance with article 12.10.

All crew value (paid time) will be credited to overtime calculations.

12.08 Employees will not be required to suspend work during regular hours to absorb overtime.

12.09 If a relief driver is delayed for any reason, the current driver must stay on route until such time as a suitable replacement is found, up to a maximum of one (1) hour.

12.10 I Emergency work shall be assigned as follows:

- (a) Spare driver will be assigned the work.
- (b) If the work is not assigned through (a), a driver already working that crew shift who is immediately available will be offered the additional work.
- (c) If after offering the work as per (b) above, any available work will be assigned to the junior operator on the crew shift.

II Extra and Unexpected Work

- (a) Spare driver will be assigned the work.
- (b) Full time drivers who have made themselves available on the extra work sheet on their days off will be offered the work on a rotating basis.
- (c) If work is not assigned through (a), or (b) such work will be assigned to the junior qualified available operator.

Where possible, Spare drivers will be given their known work assignments by Thursday of each week. The spare driver must acknowledge these assignments either by signature or verbally over the phone. Leaving a message on voice mail is not to be considered acknowledgement or confirmation.

12.11 Emergency Work is defined as work of an immediate and urgent nature.

Extra and Unexpected work is defined as any work, which is not normally bid by an operator as part of a crew. Unscheduled work performed on New Year's Eve will be assigned as per article 12.10 without interfering with an operator's regular bid shift for that day. The Company will not post a one-day sign-up bid.

12.12 Transit Employees are considered Spare Board Employees under the following:

- a) Employed to cover and perform extra and unscheduled work;
- b) Do not hold a Crew;
- c) Must be eligible to be assigned to extra and unscheduled work in excess of seventy-six (76) hours in a two (2) week period;
- d) Are not allowed to sign on the Extra Work Sheet unless temporarily assigned to a regular crew for a minimum of seven (7) calendar days or greater;
- e) Subject to Article 13 "Layoffs & Recalls", a spare board driver is one who is guaranteed to work a minimum of twenty-four (24) hours in a week on a regular basis, provided they report for all assigned work. An employee who does not report *and completes* all assigned work shall lose the guarantee. Any employee who is not eligible due to their seniority to bid on a crew shall be considered a spare driver.

Spare Board operators are entitled to four (4) days off within the bi-weekly pay period. Spare board Operators requesting specific days off will submit their request under Article 14.01(b) – Leaves of Absence *and will waive there rights under Article 12.12(e)*.

Regular Crew Employees

In each crew book, the Employer shall endeavor to maximize the number of regular scheduled crews with a minimum of seventy-six (76) hours in each two (2) week period with the exception of the last two (2) crews acknowledging an effort has been made to provide additional weekends off.

Spare Board Employees

Spare Board Employees who have completed assignments to include standby hours whose total pay is less than twenty-four (24) hours per week at the applicable hourly rate will be guaranteed twenty-four (24) hours pay for such period.

Spare board employees must be available ten (10) days in the biweekly pay period in order to qualify for the bi-weekly guarantee.

Any and all remuneration in any pay period with the exception of Statutory Holiday Pay shall apply to the bi-weekly guarantee herein provided.

ARTICLE 13 - LAYOFF'S AND RECALLS

- 13.01 When forces are reduced, employees and the Union will be given fourteen (14) calendar days written notice and will be laid off in the reverse order of their seniority and will retain all seniority rights and privileges.
- 13.02 An employee whose position is abolished or who is displaced shall be entitled to exercise his/her seniority rights and displace a junior employee in the bargaining unit:
- 13.03 When an employee is laid off, the employee will immediately register his/her name with the Employer in order that he/she may be notified of any work available. Laid off employees who retain a right of recall will, if qualified and able to perform the required work, be returned to work in order of their position on the seniority list when staff covered by this Agreement is increased, or vacancies occur.
- 13.04 (a) An employee must report for duty within fourteen (14) days of being contacted, or, if the Company is unable to contact the employee by telephone, within twenty one (21) calendar days of the employer sending the employee a registered letter notifying them of their recall.
- (b) It shall be the employee's responsibility to keep the Employer notified of his/her current telephone number as well as his/her address so that they will be up to date at all times.

ARTICLE 14 – EXTENDED LEAVES OF ABSENCE

14.01 Extended Personal Leave

- (a) It is the exclusive prerogative of the Employer to grant a leave of absence, without pay and without benefits.
- (b) The request must be in writing and stipulate the amount of time off required and the reasons for the request. The request must be submitted for approval to the employee's **authorized supervisor** at least fifteen (15) days prior to the commencement of the leave.
- (c) Should an employee fail to return to work after an approved leave has expired he/**she** will be deemed to have abandoned his/**her** employment (quit) and will fall under the provisions of Article 11.04.
- (d) An employee being granted an approved leave of absence will not be permitted to sign up for charter work, transit crews, etc. while off.

- (e) The employee shall retain and accumulate seniority provided he/she maintains the payment equivalent of union dues during this period, such payments are made directly to the Union.
- (f) Employees desiring to return from leave of absence before expiration thereof will give fourteen (14) calendar days advance notice to the Employer and the Union.
- (g) An employee whose job requires an operators license and has seven (7) or more years of service and who suffers a loss or suspension of his/ her drivers license on a non-work related incident, will be granted, once in his/her career, the necessary leave for the duration of such loss or suspension, not to exceed one (1) year in duration, without pay or benefits.

14.02 **Bereavement Pay and Leave**

An employee who has completed three consecutive months of continuous employment and who experiences a death in their immediate **family** shall be granted a maximum of three (3) days off with pay to attend the funeral. The three (3) days shall be consecutive days and payment shall only apply to those days the employee would have otherwise worked. Payment shall be at the employee's regular rate of pay.

Notwithstanding the above paragraph, an employee may request to take one (1) day of their bereavement leave entitlement for the purpose of attending a later internment or memorial service. Such day to be utilized within twelve (12) months.

Immediate family is defined as:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;
and

- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

An employee may request and be granted a compassionate leave of absence without pay to attend funeral services of someone not identified as immediate family.

14.03 Attending Court

An employee who is required by writ or subpoena to attend in court as a witness in a work related matter, will be paid on the following basis: Their regular rate of pay for all such time which in no event shall be less than the amount of actual time lost plus reimbursement for any Employer approved expenses incurred while making such appearance provided the employee presents the Employer with a copy of the process papers which required his/her presence in court.

Employees will not be required to report for duty for any portion of their shift on the day of making such appearance when such appearance occurs during their shift.

When an employee takes direct or indirect action against the Employer, they will not be entitled to compensation in accordance with the provisions of this article. Where the employee is solely responsible for an infraction then the Employer will not pay the employee attending court.

When such service is required of employees on their regular assigned days off, operators shall be paid at their hourly rate for hours so used up to a maximum of eight (8) hours.

Witness fees will be returned to the Employer.

If the above occurs while on vacation, this will be in addition to vacation pay.

14.04 Jury Duty

Employees on jury duty will be allowed the difference between the daily compensation they would have earned had they remained on their assignment and the daily amount paid for jury duty.

Any employee shall also have the legal assistance of the Employer in any legal proceedings brought jointly against the employee and the Employer, or brought against the employee as a result of carrying out the specific orders of the Employer.

14.05 Pregnancy Leave

The Employer shall grant pregnancy and parental leave without pay and in accordance with the Canada Labour Code.

14.06 Education Leave

Leave of absence, without pay, may be granted to employees to attend voluntary non-Employer educational seminars deemed essential by the Employer and in the best interests to both parties to this Agreement. The Employer will require at least fourteen (14) calendar days prior written notice requesting such leave. The Employer shall not only consider the importance of the seminar but also the effect of the proposed absence on the efficient operation of the transit system.

14.07 Union Leave

Local union officers shall be granted the necessary leave of absence to permit the performance of their Union duties, provided reasonable notice is given and the number of granted leaves will not interfere with the business of the company. The Union agrees its members covered above will not abuse the rights set forth herein.

ARTICLE 15 - WAGE RATES

15.01 Wage rates to be increased as follows:

- On ratification - 2.5%**
- March 1, 2012 - 2.5%**
- March 1, 2013 - 2.5%**

Retroactivity will be calculated as 2.50% of the gross earnings from March 1, 2011 to the date of ratification.

<u>Conventional</u>		<u>Accessible</u>		
		<u>Transit</u>		
On Ratification	2.50%	\$21.75	2.50%	\$20.59
March 1 2012	2.50%	\$22.29	2.50%	\$21.10
March 1 2013	2.50%	\$22.84	2.50%	\$21.62

- (a) Probationary operators hired following ratification shall receive seventy-five (75%) per cent of the regular rate of pay for their position.
- (b) Operators hired following ratification who have completed their probationary period shall be paid (80%) per cent of the regular rate during their first year of employment.
- (c) Operators hired following ratification who have completed a year of employment and who have completed their probationary period shall be paid (90%) per cent of the regular rate until they have completed eighteen (18) months of employment.

15.02 Upon being informed by the employee of a pay discrepancy in excess of **one hundred and fifty (150.00)** dollars, the Company agrees to use its best efforts to resolve the outstanding amount within (7) seven **calendar** days

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 An employee who qualifies in accordance with Article 16.02 shall be granted a holiday with pay on each of the following holidays:

- i. New Year's Day
- ii. Labour Day
- iii. Good Friday
- iv. Thanksgiving Day
- v. Victoria Day
- vi. Christmas Day
- vii. Canada Day
- viii. Boxing Day
- ix. Civic Holiday (in lieu of Remembrance Day)
- x. Family Day (third Monday in February)

and such other statutory holidays as are approved and legislated by the Parliament of Canada.

If no transit service or a reduced transit service is operated on Easter Sunday, employees who would normally be scheduled to work on a Sunday shall be paid their regular crew rate for that day if they are not required or their hours are reduced.

16.02 In order to qualify for any of the holidays with pay specified in Article 16.01 above, an employee:

- (a) must have been employed as a member of the bargaining unit and available for work for at least thirty (30) calendar days;
- (b) must be entitled to wages for a least fifteen (15) calendar days out of the preceding thirty (30) calendar days prior to the holiday;
- (c) must have worked his/her last scheduled day immediately preceding the holiday and his first scheduled day immediately following the holiday; and
- (d) must be available for duty on such holiday if it occurs on the employee's scheduled day, except if the holiday falls during the employee's vacation or the employee is unable to work due to a personal injury not covered by the Workers' Safety and Insurance Act; but

- (e) No employee who is off work due to a suspension, leave of absence, illness or Worker's Compensation shall be entitled to pay for any holiday occurring within such absence.

16.03 Provided all subsections in paragraph 16.02 are met, an employee will be paid as follows for the holidays listed in 16.01:

If the holiday falls on an employee's scheduled working day, the employee will be paid the employee's crew.

- (a) If the holiday falls on an employee's scheduled day off or vacation, the employee will be paid the lesser of eight (8) hours at the regular straight time rate or five (5) percent of their previous four work weeks hours at the regular straight time rate as holiday pay.
- (b) In addition to the provisions of a) and b) employees will be entitled to an alternate day without pay, except in circumstance where the employee is normally scheduled to work the statutory day but receives the day off.
- (c) If an employee works on a general holiday, that employee shall be paid time and one-half (1-1/2x) for all hours worked, plus the payment under (a)

For the purposes of Article 16, the main crew, not the single day crew, is to be used as the basis for determining statutory pay calculation.

- 16.04
- (a) In order to provide continuity of service, it is understood the Employer may declare an alternate day as being the paid holiday, to replace one of the specific days listed in Article 16.01, provided however, that in so doing the Employer shall give adequate prior notice to the Union and to the employees.
 - (b) In the event that a paid holiday when celebrated, falls on an employee's scheduled day off, or during the employee's vacation period, the employee shall be entitled to the holiday pay and an alternate day off without pay as mutually arranged and confirmed in writing provided the employee qualifies under paragraph 16.02 above.
 - (c) All employees who are scheduled to work on a holiday, must work as required by the Collective Agreement in order to receive such holiday pay except where they are specifically allowed to book off by an Employer supervisor.

ARTICLE 17 - VACATIONS

17.01 Employees will have their vacation **entitlement** calculated on **an anniversary (seniority date)** year basis. **The vacation allotment will be bid and used on a calendar year basis.** The Employer will provide the union with the list of all employees and their calculation.

17.02 Annual vacation will be as follows:

After one (1) year of service: two (2) weeks, 4% vacation pay

After five (5) year of service: three (3) weeks, 6% vacation pay

After twelve (12) years of service: four (4) weeks, 8% vacation pay

17.03 Vacations will be in full week blocks except as detailed in 17.08. Pay for each week of annual vacation shall be two percent (2%) of the total wages earned by the employee from the Employer during the previous **anniversary** year.

Employees will be given a detail breakdown of how their vacation pay was calculated at the time they receive their vacation pay. **A running total of accumulated vacation pay will be included on the employee's pay stub. This accumulation represents the 4% of earnings during the years one to four, 6% from year 5 to year 11 and 8% from year 12 onward.**

Employees who have been off work for any reason may take the full vacation time of which they are entitled based on service time or they may take time off on a weekly prorated basis for which they have credit, and they shall be paid the full percentage to which their years of service entitles them.

17.04 An employee will not be allowed to relinquish his/her bid vacation except in the case of illness or death in the family, or by mutual agreement between the Employer and the Union in the extenuating circumstances. In the case where mutual consent is required, it will not be unreasonably withheld.

Employees hired prior to January 1, 2010 will be allowed to take vacation in the anniversary year it is earned.

Employees hired after January 1, 2010 shall accrue vacation at the conclusion of each year of service and must take the earned vacation within the following 12 months.

Regardless of the anniversary date accrual, vacation bids will continue be on a calendar year basis.

17.05 The number of employees on vacation at a given time will be no more than **eight percent (8%)** of the driver group effective November 1st each year with the exception of the period between the last Sunday before Christmas Eve and the first Saturday after New Years Eve where only **five (5%)** of the driver group will be off on vacation. A vacation bid will be posted each year with the first round to start during the last fifteen (15) days of November and the second round to start during the last fifteen (15) days of **December**.

The vacation bid will be posted each year as follows:

First Round: To post no later than November 1st.
Second Round: To post no later than December 1st.

- 17.06 Employees will bid according to seniority ten (10) days after posting or by leaving a signed bid with dispatch and a copy to the Union.

Employees will have a **fifteen (15)** minute time slot to select vacation if they choose to bid in person.

After the second bid, if there is still vacation time to be taken, management will have the right to assign vacation with the exception of weekly vacation days referred to in Article 17.08.

An employee who does not bid when it is his/her turn, who has not left an acceptable sealed bid with his/her supervisor and a copy to the Union will be bypassed, thereby permitting other employees to continue bidding. When such employee who has passed is available to bid, he/she will bid on openings left for bidding. Vacation confirmation will be done simultaneously with the sign up. Vacations sign ups will be done jointly with the Union and Management between 07:00 am and 06:00 pm on Mondays through Friday. Loss of wages for the Union representative will be split equally (50/50) between the Union and the Company.

Any employee may, voluntarily, bid on all earned vacation time during the first round. The vacation bid may be as consecutive or split week blocks. The last two (2) complete weeks of June up to and including the first complete week of September, and between the last Sunday before Christmas Eve and the first Saturday after New Years Eve, will be restricted to a maximum total of two (2) weeks vacation, consecutive or split, for any employee on their first round bid.

- 17.07 Upon termination of service the pay in lieu of vacation time shall be paid in accordance to the Canada Labour Code.

In addition, an employee who fails to report for duty at the end of his/her vacation period, unless prevented from so doing by sickness or accident, will be considered to have left the service of the Employer.

- 17.08 An employee with at least four (4) weeks of earned vacation, will be entitled to schedule their final week of vacation in single days. Those days shall be scheduled at a time mutually agreed to between the Employer and the Employee. Any other allocation of single days shall be subject to the agreement of the Employer.

The employee will declare their intention to reserve the last week of vacation entitlement to be taken in single days after the second bid before management assigns vacation.

ARTICLE 18 - UNIFORMS AND APPEARANCE

18.01 All employees will report for work, properly attired in the approved Employer uniform (or if not yet uniformed in a blue or white shirt, navy blue pants and dark tie). Employees will be clean-shaven with their hair groomed so as to present a neat and clean appearance. Beards are acceptable, provided they are kept clean, neat and trimmed. Shoes and boots will be black or dark brown and will be polished and in good repair. (Accessible Transit Operators will not be required to wear ties).

NOTE: The Management has the authority to send home any employee who reports for work in an unclean or dishevelled condition and will report that employee to the Employer for further action.

18.02 The Employer is responsible for the provision of a gender appropriate uniform, design and type determined solely by the employer. No unapproved alterations to the design and type of materials are allowed.

In the event that an employee cannot be fitted within manufacturer's specifications, then the company will endeavour to ensure that the employee receives an appropriately fitted uniform. In such instances, provision of a gender appropriate uniform may not be available.

18.03 The Employer's uniform issue for employees, who have completed the probationary period, will consist of the following pieces:

- a. 2 pairs of Trousers
- b. 4 shirts (to include uniform short and long sleeve, turtleneck and/or golf shirts)
- c. 2 ties (optional wear in summer months)
- d. 2 shorts
- e. Three in one (3 in 1) all season jacket

Winter uniform dates shall be October 16th to May 14th, of any calendar year.

Summer uniform dates shall be May 15th to October 15th inclusive, of any calendar year.

Trousers and shirts will be provided annually, commencing one (1) year after last issue. All other items will be provided as required.

Accessible Transit employees will receive a safety boot/shoe allowance of (\$100.00) one-hundred dollars every two (2) years. The employee will be required to submit a receipt showing proof of purchase for the boot/shoe. The boot/shoe must be C.S.A. approved.

- 18.04 It will be the responsibility of each employee to maintain the uniform in a clean condition and in good repair. The first uniform and replacement pieces will be supplied by the Employer, in accordance with Article 18.03, but subject to inspection by the Employer of the item being replaced. If any piece of the uniform is lost, the employee will replace it with a new and identical piece at the employee's own cost. If through no fault of the employee, the uniform is soiled or damaged as a result of carrying out his/her prescribed duties with the Employer, at its sole discretion, the Employer may reimburse the employee for cleaning or repair of the Uniform. This is not meant to compensate for day-to-day wear and tear.

Only Employer approved crests are to be worn on the uniforms.

Under no circumstances are employees to wear their uniforms or any item containing a Employer/**Customer** logo, while in the purchase or consuming of wine, liquor or beer or while in any location where the presence of the uniform or Employer/**Customer** logo could injure the reputation of the Employer.

Employees may wear either an Employer **and**/or a Union lapel pin.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Employer shall continue to make reasonable provision for the Health and Safety of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of Health and Safety of all employees.
- 19.02 All employees agree to abide by the driving rules laid down by the Employer and all employees are required to comply with the requirements of the Highway Traffic Act of Ontario and the Public Vehicles Act of Ontario and any and all other government requirements.
- 19.03 It is the responsibility of each employee to make every effort to maintain good health and to get proper hours of rest between working periods. The dispatcher on duty has the authority to refuse to let an employee work if it is felt that the employee is not well or is fatigued and because of that condition may be unable to discharge his duties in a safe and efficient manner. Such authority shall not be used in an unreasonable manner.

- 19.04 Employer policies with respect to inspections and reporting of defects shall continue. Such policies may be amended, from time to time.
- 19.05 It is the responsibility of all employees to bring to the attention of the Employer (usually through the dispatcher), without delay, any road, traffic or other conditions, which are having an adverse effect on the service being performed or to the vehicles themselves.
- 19.06 It is the responsibility of each employee, when being relieved from duty by a replacement employee, to bring to the attention of the relief person:
- (a) any problems with the vehicle being taken over;
 - (b) any road or traffic conditions which may have an adverse effect on the service being performed or to the vehicle itself.
- 19.07 The Employer will establish a joint health and safety committee that will meet regularly and such committee will comply with conditions of the Occupational Health and Safety Act or any other successive or prevailing legislation applicable.

ARTICLE 20 - REPORTING OF ACCIDENTS

- 20.01 It is agreed that all employees must report immediately to the Employer any **collision** or damage to a vehicle being operated for the Employer, or **damage** to property or **injury to** individuals regardless of how minor it may be. **Any** incident, **collision** or damage to property must be reported on the prescribed form(s). Failure to immediately report an incident or **collision** or property damage shall result in an unpaid suspension of that employee until an incident or **collision** report is submitted.

Note: This suspension does not preclude the Employer from further disciplinary action based on the results of the investigation of the incident or **collision**.

ARTICLE 21 - UNSAFE CONDITIONS OR PRACTICES

- 21.01 In the event that an employee believes that any unsafe practice or condition exists, the employee involved has a duty and an obligation to immediately report such a situation or condition to the Employer without delay- An employee may approach an officer of the Employer if the matter is not resolved or rectified satisfactorily within a reasonable time.

ARTICLE 22 - HEALTH INSURANCE AND OTHER BENEFITS

- 22.01 The Company agrees to pay (75%) per cent of the premium cost of its existing benefit plans. The Company may cancel the plan at any time provided that the Company pays 75 per cent of the premium cost of a policy or policies, which provide comparable coverage as that provided in the Plan being replaced. Employees are eligible for benefits upon completion of their probationary period, subject to the terms and conditions of the Plans. El reductions for disability insurance will be credited to the Company. All permanent full-time employees covered by this Agreement are required to participate in the Benefit Plan when first eligible except where the employees have alternate Extended Health

and/or Dental only coverage under another plan. If you lose coverage under the alternate plan, you can reapply within 31 days without penalty.

- (a) Dental Plan effective July 1, 2004. Plan to provide basic and preventative care at 80% reimbursement and major services at 50% reimbursement. Maximum combined benefit of \$2,000.00 per person per year.
- (b) Vision Care Plan effective July 1, 2004. Plan to provide 80% reimbursement to a maximum of \$250.00 per person every 24 months (12 months if under age 18).
- (c) A reduction of the seven (7) day waiting period for weekly indemnity to four (4) days effective July 1, 2004.
- (a) Effective December 1, 2007, the Company will eliminate the (\$250.00) two-hundred and fifty dollar deductible for chiropractic care. Coverage will be limited to a maximum of (\$400.00) four-hundred dollars annually.
- (b) Effective December 1, 2007, the Company will pay the cost of an eye exam. The cost will be limited to a maximum of (\$100.00) one-hundred dollars every two (2) years.
- (c) Effective February 1, 2009, full-time employees electing to participate in a Capital Accumulation Plan will contribute (2%) percent of earnings towards the plan. The Company will contribute an amount equal to (50%) percent of employee contribution.

ARTICLE 23 - DRIVERS ROOM

- 23.01 Suitable accommodation will be provided in which the employees may rest or eat at the Maple Street Barrie Transit terminal. The room shall contain proper tables and chairs. It is the responsibility of all employees to maintain these facilities in a clean and sanitary condition.

ARTICLE 24 - NO HARASSMENT OR DISCRIMINATION

- 24.01 The Employer and the Union commit to providing a workplace that is free of discrimination or harassment in compliance with the *Canadian Human Rights Act* and the *Canada Labour Code* and agree, that prior to utilizing the processes provided by the *Act* and the *Code*. both parties will encourage utilization of internal processes, including the grievance procedure.

ARTICLE 25 - TRAINING

- 25.01 It is agreed that candidates for employment must undergo training before being hired, and probationary employment does not commence until training is complete.

- 25.02 Employees shall be required to attend compulsory training and other work related sessions and/or seminars. The employees shall be paid at their applicable hourly rate for attendance at such seminars/sessions. Should Sunday be chosen as a day for mandatory training, a second alternate day of the week will also be made available.
- 25.03 Employees who choose to attend optional training and other optional work related sessions and/or seminars, shall not be paid for attendance at such seminars / sessions.
- 25.04 An employee involved in two or more preventable accident within a two (2) year period, and retained in employment, must participate in a Company designated training program, following such accident, not to exceed eight (8) hours. This training will be unpaid.

ARTICLE 26 - GENERAL

- 26.01 Supervisory employees shall not be permitted to do any work performed by employees covered by this Agreement. This does not apply to training procedures by supervisory employees nor in emergencies.
- 26.02 Where Union bulletin boards are not available, the Union will be allocated space on the Employer's bulletin boards where notices pertaining to meetings, social events, and other proper Union matters will be permitted.
- 26.03 The Employer shall provide each new employee with a copy of the collective agreement and a list of current union officials. The cost of reproducing the Agreement shall be borne (50%) percent by the Employer and (50%) percent by the Union.
- 26.04 The Employer will cooperate with the duly authorized and accredited representatives of the Union in furnishing information when so requested to clarify a specific incident or claim. The Union will take into consideration peak periods, holidays, Fridays, Saturdays, and Sundays year round when making such requests.
- 26.05 At the termination of service with the Company, an employee, upon request, will be given promptly a letter showing the employee's term of service and the capacity in which employed.

ARTICLE 27 - SAFE MAINTENANCE OF EQUIPMENT

- 27.01 The Company agrees to maintain all equipment in a safe and sanitary condition. All employees in the bargaining unit recognize they must take all reasonable and necessary precautions to ensure these safe and sanitary conditions, as well as, the safety, health and well being of each other and the maintenance of all company property.
- 27.02 When an operator questions the safety of equipment (as required and/or regulated by federal or provincial regulation), he/she will contact the Supervisor for a determination of the appropriate action. If the Maintenance Department determines that the vehicle is safe to operate, such instruction will be delivered to the driver in a verifiable manner (written

or verbally confirmed). If such instruction cannot be given, the Operator will make the determination regarding the safe operation of the vehicle. Notwithstanding this clause, an Operator's rights under Health & Safety legislation are not compromised.

27.03 Upon notification of disciplinary action resulting from alleged speeding violations, the employee will have seven (7) days to make a written request for a check of the vehicle's speedometer. The results will be furnished to the employee and local Union involved within seven (7) days, otherwise no discipline will be issued. If the degree of error in the speedometer is sufficient to cause the employee to be unaware he/she was violating the law, the employee's record shall not be charged.

27.04 It is the responsibility of each driver, when being relieved from duty by a replacement driver, to bring to the attention of the relief person:

- (a) any problems with the vehicle being taken over;
- (b) any road or traffic conditions which may have an adverse effect on the service being performed or to the vehicle itself.

27.05 The Employer will establish a joint Health and Safety committee that will meet regularly and such committee will comply with conditions of the Occupational Health and Safety Act or any other successive or prevailing legislation applicable

27.06 Cleaning and Fueling Buses

Transit and B.A.C.T.S. drivers will not be required to clean or fuel buses. Drivers will close all windows in the bus at the end of the day.

27.07 Equipment

Certain equipment necessary of the conduct of work, including punch, will be furnished to the operator by the Company and for which the operator will sign a receipt.

The Operator will be expected to safeguard this equipment, and if any is lost, he/she must make application for replacement, for which he/she will be charged. Operators must turn in all equipment to the Company upon termination of service or upon demand.

**Letter of Understanding
Operational Changes/Crew sign-ups**

Due to the possibility of changes in the service requirements of the City of Barrie, the make up of the Crew Book may be significantly change (split shifts) at some point during the life of this Agreement.

In the event of the need to make such changes, the parties agree to meet prior to implementation and review the impact of such changes. While maintaining the rights contained in Article 4, the company agrees to meet with the Union to develop procedures to facilitate implementation.

Should the parties be unable to reach agreement on issues specific to split shifts, the matters will be referred to Interest Arbitration.

APPENDIX 'A'

The following Articles are applicable to the employees of the Barrie Transit Maintenance Department only. This language contained in Appendix 'A' has no application to the Driver group.

This language will combine with the defined Articles from the main body of the Agreement to form the collective agreement applicable to the Barrie Transit Maintenance Department.

Article 1 EMPLOYEE DEFINITIONS & CLASSIFICATIONS

1.01 Employee Definitions

Employees covered by the bargaining certificate are as outlined below:

(a) Permanent Employees

A permanent employee is a full time or part time employee who:

- (i) Has completed his probationary period;
- (ii) Makes himself available to the Employer for regular employment;
- (iii) Is an Employee who does not engage in any other business that is in competition with the Employer or in conflict with its interests, or any other business activity that may interfere with the performance of his duties, or that will not allow the proper rest prior to reporting for duty;
- (iv) It shall not be cause for discipline or discharge for an employee to seek and/or accept gainful employment while on layoff provided the employee complies with subsection ii) herein;
- (v) Is carried on the Permanent Employee seniority list.

1.02 Job Classifications

For the purposes of the present Appendix, the parties agree to the following job classifications:

- 1) Licensed Trades
- 2) Apprentice Mechanics
- 3) Serviceperson
- 4) Washbay
- 5) Parts/Stores Clerk

1.03 New Classification

In the event the creation of a new classification, the Employer shall send the Union two (2) copies of the title, description, qualifications, wage rate or wage scale. At the request of the Union, the parties shall meet within the shortest delay possible to discuss and settle any disagreement with respect to the wage rate. The Union must request in writing the holding of such a meeting within the fourteen (14) calendar days following receipt of such information, failing which it may not have recourse to the grievance and arbitration procedure.

If a disagreement persists at the conclusion of the meeting, the Union may refer the case directly to the written step of the grievance procedure within the fourteen (14) calendar days following the said meeting. In such a case, the provisions contained in Article Eight (8) of the present agreement shall apply.

Article 2 VACANCIES & JOB POSTINGS

2.01 (a) General

The principle of job postings is to allow employees to apply for permanent vacant positions, by which they can change their work assignments, location and/or classification.

A position shall be posted when one (1) or more of the following occurs:

- the departure of a regular employee, who has held a full-time position, due to an event such as full retirement, resignation, transfer, dismissal or death;
- a leave of absence, pursuant to Article 14(Main Body) which is expected to be of a duration greater than six (6) months;
- an expansion of the Employer's operations which creates a new full-time position.

Postings will include at minimum the job description, the shift and, the qualifications required for any job classifications.

Employees who successfully bid through a posting, where applicable shall assume the work and shift of the previously vacated position, until such time as a general shift bid is conducted.

Employees posting into a vacancy must remain in said position for a minimum of six (6) months, provided the work lasts for that minimum duration. Employees may bid on other pieces of work within their classification using the parameters of Article 3. Should the work not last for the minimum six (6) months, the successful applicant may return to his previous position or classification. All related postings will therefore also be reversed. Once the position has passed the minimum six (6) month duration, any subsequent work reductions and requisite lay offs will be in accordance with the provisions of Article 5.01.

2.01 (b) Job Postings

Any vacant permanent position shall be posted within seven (7) calendar days from the date the vacancy occurs, for a period of seven (7) consecutive calendar days. A copy of the posting will be sent to the Union. This in no way restricts the Employer from eliminating and/or modifying positions, which become vacant.

2.02 Submission of Candidacy

Employees wishing to apply for a posted position must do so within the posting period, using the form provided by the Employer.

Only employees in the Classification concerned may apply to a posted vacancy. This shall be inclusive to employees on lay-off status or absent due to illness or injury. An employee absent due to illness or injury must provide medical documentation indicating he will be medically fit to perform the regular duties of the position within the five (5) working days following the end of the posting period. If the employee does not return by the fifth (5th) working day, the vacancy will be filled from amongst the applicants of the original posting who are able to immediately fill the vacancy.

2.03 Filling of Permanent Vacancies

Positions are awarded on the basis of qualifications and seniority. Where qualifications are equal, seniority shall prevail.

2.04 Vacancy Result

The results of the posting shall be maintained at the location within the bargaining unit and will be available to the steward upon request.

2.05 Secondary Vacancies

Where the Employer determines that a vacancy created by the filling of a previous posting must be filled, such secondary vacancy will be posted in accordance with the provisions of Article 12.01 (a).

Article 3 ALLOCATION AND HOURS OF WORK

3.01

- (a) For all mechanics, the normal work day shall be eight (8) hours, including 2 – 15 minute breaks. Each mechanic must punch in at the start of the work day; and out at the end of the work day. The normal work week shall be forty (40) hours.

Overtime will be paid at 1 ½ times the regular rate of pay. All overtime must be **assigned** by a supervisor.

- (b) **There will be a minimum of three (3) shift bids per year per classification. No bid shall be in effect longer than one hundred and fifty (150) days except by mutual consent between the Company and the Union. The bid shall be posted a minimum of seven (7) days prior.**

Article 4 SENIORITY

4.01 Definition of Seniority

Seniority is the total length of “continuous service” by an employee in the employ of the Employer, within the bargaining unit. The purpose of seniority is to provide the order of work preference, lay offs, recalls and vacation selection.

4.02 Loss of Employment and Seniority

An employee loses his seniority rights and his employment is terminated in the following cases:

- (a) If he resigns;
- (b) If he is discharged and not reinstated subsequent to a grievance or an arbitration award;
- (c) If he is laid off and not recalled for a period of twelve (12) consecutive months.
- (d) If he is absent from work for three (3) or more consecutive working days without notifying his immediate supervisor or without a reason acceptable to the Employer;
- (e) If he does not reply to a notice of recall to work within the sixteen (16) calendar days following the verifiable mailing of such notice or if he does not return to work within the delay therein provided, without valid reason.
- (f) If he is absent from work by reason of accident or illness, other than a work-related accident or illness, until such time as the short or long term disability benefits run out or until a physician, mutually agreed to by the parties provides a medical prognosis which establishes that the employee will be unable to resume his regular duties.
- (g) If he is absent from work, for a consecutive period of twenty-four (24) months, by reason of a work related accident or illness for which the WSIB pays benefits, the whole subject to the law. The twenty-four month period will be extended for up to six (6) additional months if, prior to the expiry of the twenty-four months, the employee provides a medical prognosis which establishes that he will be able to resume his duties within the six (6) month extension.
- (h) He takes employment other than that declared and agreed upon for a leave of absence.

4.03 Position Outside the Bargaining Unit

An employee who accepts a position outside the bargaining unit accumulates his seniority during a period of ninety (90) calendar days from the effective date of his move into the new position. During this period, the employee may return to his position within the bargaining unit. At the end of this period of ninety (90) calendar days, the employee loses his seniority and all rights and advantages provided for in the present agreement. The employee must continue to pay to the Union the equivalent of his Union dues during this period to maintain his seniority as is specified in this article. After an employee exercises this right on one occasion, the Union reserves the right to approve any subsequent transfer.

Article 5 LAY-OFF AND RECALL

5.01 Lay-off Notice

Except in the case of a fortuitous event, an employee being laid off shall receive prior written notice to that effect at least seven (7) calendar days before the effective time of his lay-off; a copy of the said prior notice is transmitted simultaneously to the Union.

In the case of an employee absent from work, the simple mailing of the prior notice eight (8) calendar days before the effective time of the lay-off respects the delay provided above.

An employee who has received notice of lay-off has the right to bump the next most senior employee in his job classification.

5.02 Recall List

The employees laid-off are listed on a recall list, which shall be sent to the Union.

5.03 Recall to Work

Upon a recall to work following a lay-off, the most senior laid-off employee is the first to be recalled by classification.

Article 6 GENERAL HOLIDAYS

6.01 General Holidays

The Employer shall observe the following days as Statutory Holidays

- (i) New Years Day
- (ii) Family Day (Third Monday in February)
- (iii) Good Friday
- (iv) Victoria Day
- (v) Canada Day
- (vi) Labour Day
- (vii) Thanksgiving Day
- (viii) Civic Holiday
- (ix) Christmas Day
- (x) Boxing Day

6.02 Payment for a General Holiday

If a General Holiday falls on an employee's regular day of work, the employee will be paid his "general holiday pay" in addition to one and one half (1 ½) times his regular hourly wage for all hours worked on the General Holiday.

If a General Holiday falls on an employee's regular day of rest, the employee will be paid his "general holiday pay." Employees will be granted days off without additional pay, upon a written request to the Employer, for such days. Such time off shall be granted by the Employer at a time convenient to the operational requirements, but in any event shall not be unreasonably withheld. Such days shall not be carried forward in to the next calendar year.

"General Holiday Pay Calculations"

Subject to the following, General Holiday pay is calculated as an employee's normal day's wage. Where an employee does not have a regular shift, the General Holiday Pay will be one twentieth (1/20th) of the wages earned during the thirty (30) days immediately preceding the General Holiday.

Where the employee is scheduled on a modified workweek such that they work four 10-hour shifts each week, General Holiday will be calculated as follows:

- (i) General Holiday falls on a normal day off: The employee has already worked their normal week (four 10-hour) days, so they will receive 8 hours statutory holiday pay.

- (ii) General Holiday falls on a work day but employee is not required to work: The employee receives 10 hours of statutory holiday pay.
- (iii) General Holiday falls on a work day and the employee is required to work: The employee receives 8 hours of statutory holiday pay; premium pay for the hours worked on the statutory holiday is paid at the rate of time and one-half their normal hourly rate.
- (iv) General Holiday falls on a normal day off but employee is required to work: The employee receives 8 hours of statutory holiday pay; premium pay for the hours worked is paid at double the normal hourly rate.

Part-time employees qualify for and are paid General Holidays in accordance with the provisions of Part III of the Canada Labour Code.

6.03 Conditions for Payment of the General Holiday

An employee shall be paid for a General Holiday provided that:

- (a) He has been in the employment of the Employer for at least thirty (30) calendar days prior to the date of the General Holiday.
- (b) He has worked the complete working day immediately preceding the said General Holiday as well as the complete working day immediately following the said General Holiday, unless:
 - (i) His failure to work one or the other of the said days has been the object of prior authorization from his immediate supervisor;
 - (ii) His failure to work one or the other of the said days results from an absence by reason of illness or accident and that the employee remits at the Employer's request and upon his return to work, an accepted medical certificate indicating a visit to the doctor on the day of the absence.
 - (iii) His absence from work on one or the other of the said days is in virtue of a right recognised under the present agreement.
- (c) An employee shall not be paid for a General holiday which occurs during a leave without pay, while the employee is absent for illness or accident or who is on lay-off when the General Holiday occurs.

Article 7 VACATION

7.01 Permanent full time and part time employees will receive vacations and be paid for the vacations in accordance with the following schedule:

After one (1) year service: two (2) weeks, 4% vacation pay

After five (5) years of service: three (3) weeks, 6% vacation pay

After twelve (12) years of service: four weeks, 8% vacation pay

7.02 Vacation bids for permanent full time employees will held in November of each year for the following calendar year. Bids will be based on seniority. **At the first bid each employee will be permitted to bid a maximum of two (2) weeks vacation. At the second bid each employee will bid the remainder of their vacation.**

- a) Vacation shall be bid in minimum blocks of one (1) week.

- b) Subject to Article 7.02 (c), for the period between July 1st and September 7th each year, employees will be granted a maximum of 2 weeks vacation, so that the maximum number of allowable employees can take summer vacation.
- c) The Employer reserves the right to restrict the numbers of employees on vacation at any given time to meet expected operational requirements.
- d) Employees, who will be on vacation, or otherwise absent at the time of the bid, must provide the Employer and the Union a written proxy. Employees who fail to bid, or to proxy may choose their vacation blocks at a later time and on a ‘first come, first served’ basis.
- e) Permanent Full Time employees are required to take annual vacation. If a mutually agreeable time is not reached, the Employer will assign the vacation blocks.
- f) An employee having been outside the bargaining unit (ie. in management) for a period in excess of 90 days loses all seniority and enters at bottom of seniority within his/her classification. Their total Employer service years are used to determine vacation entitlement.
- g) Apprentice mechanics and licensed mechanics are dovetailed together on a common vacation bid. The CBA does not reflect a separate classification for apprentice mechanics therefore current staff level of 8 licensed mechanics and 5 apprentices is deemed to be a reasonable number of employees bidding amongst themselves for available vacation weeks.

Article 8 HOURS OF WORK

8.01 Full-Time Employee

An employee shall be considered a full-time employee of the when he holds a full time year round position as determined by the Employer and which averages 40 hours or more over the averaging period.

8.02 Part-Time Employee

An employee shall be considered a part-time employee of the Employer when he does not hold a full time position.

Article 9 OVERTIME

9.01

The policy of the Employer is to maintain overtime at the necessary minimum; however, the Union and the employees recognise that overtime may be necessary in order to attain the standards of the best service possible or to fulfil the needs of the client.

Extra work that may be required is assigned by the Employer in the most economical and efficient manner possible and then in order of seniority. The Employer will have extra work performed at straight time rates whenever possible.

In establishing the most economical manner, the employee’s position on the wage scale shall not be considered as a factor.

Extra Work is defined as a separate job task which an employee is not scheduled to perform, and is not part of his regular assignment.

To facilitate the assignment of overtime hours within the maintenance department the Employer will establish a voluntary overtime list as follows:

Voluntary Overtime List Procedures – Maintenance Employees.

1. The Employer will establish a “Voluntary Overtime List” for Maintenance. All employees will declare if they wish to be placed on the overtime list. The list will be signed and posted on a monthly basis. Volunteers will be placed on the classification lists in seniority order.
2. When overtime becomes available, volunteers will be contacted in the order that they are on the list and offered the overtime hours until shifts are filled. The employee who accepts the overtime will be rotated to the bottom of the list.
3. Employees who turn down overtime will be rotated to the bottom of the list. Upon three consecutive refusals of overtime, an employee will be removed from the list for the remainder of the month.
4. When the Employer is unable to fill overtime using the rotation process; the Employer may assign the junior employee on “Voluntary Overtime List” to all such hours.
5. Employees who cannot be contacted will be deemed to have been notified, but will retain their position on the list.
6. Extension of an employee’s normal shift hours (at beginning or end) does not trigger the above procedure. It is agreed an extension should not exceed three (3) hours and will be granted to complete a task.
7. An overtime record in each classification will be maintained and posted in a conspicuous place with a copy being provided to the union.

Work performed in excess of eight (8) hours per day or 40 hours per week shall be overtime and shall be paid at the rate of time and one-half the regular rate.

Article 10 WAGES

10.01 Maintenance

(a) Wages:

Wages:

Barrie	Current	Ratification	March 1, 2012	March 1 2013
Mechanics	\$27.27	\$27.95	\$28.64	\$29.35
Apprentice Trades	See Percentage Rates Below			
Utility/Tire Person	\$18.08	\$18.53	\$18.99	\$19.46
Service Persons	\$15.35	\$15.73	\$16.12	\$16.52
Wash Bay Persons	\$14.77	\$15.13	\$15.50	\$15.88
Parts. Stores Clerk	\$19.50	\$19.98	\$20.47	\$20.98

(b) Apprentice

1 st year	70% of applicable Licensed Mechanic Rates
2 nd year	75% of applicable Licensed Mechanic Rates
3 rd year	80% of applicable Licensed Mechanic Rates
4 th year	85% of applicable Licensed Mechanic Rates

(c) Maintenance Step Rates (excluding Licensed Trades & Apprentices)

During the 6 months of employment - 85% of the applicable hourly rate

Between 6 months and 12 months - 90% of the applicable hourly rate

Between 12 months and 18 months - 95% of the applicable hourly rate

When an employee has successfully completed the Apprenticeship program and upon certification by the Provincial Government, the employee will enter the Licensed Trades Person classification, subject to a position being available. The employee's seniority in the Licensed Trades Person classification will be determined by the date that the employee first (1st) entered the Apprentice Mechanic's classification.

Note: Apprentice mechanics will be reimbursed the cost of Company approved tuition and educational materials for attending trade school. Payment shall be made upon submission of proof of payment and proof of successful completion of each level and be payable at the first pay period following submission.

Tool Allowance:

A tool allowance of \$250.00 shall be paid to full-time employees annually in the month of December to all employees being paid at Licensed Trades Class rates. Apprentices are eligible for up to 100% of the tool allowance.

Boot Allowance:

An annual allowance of up to \$150.00 for the purchase of protective footwear shall be paid in the month of December to employees required by either Employer policy or government regulations to wear such protective footwear. Payment is subject to provision of the original receipt to the Employer prior to November 1st. Such protective footwear must meet Employer policies and must be worn in accordance with Employer policy and/or government regulations. The Employer maintains the right to inspect such footwear to ensure that it is in good repair.

Uniforms:

The Employer agrees to supply clean work clothing for each employee holding a full time position in the Maintenance Departments.

Lead Hands:

Where Lead Hands are required, they will direct workflow only and will not issue discipline. Employees will be paid a lead hand premium of one dollar (\$1.00) per hour for all hours so engaged.

Note: the existing lead hand premium in Barrie will remain in place for the employee currently receiving it. Should that employee no longer perform lead hand duties or, should additional

employees commence performing such duties, they shall receive the \$1.00 per hour premium agreed upon.

Serviceperson:

This Classification will include employees qualified for the following work as required by the Employer:

Fuelling, washing, polishing, and cleaning motor vehicles, including parts units and equipment; checking tires; checking exterior lights; checking fluid levels; performing general utility work and maintaining any necessary records; parking buses; and cleaning the interior of coaches, janitorial work and performing related work. Other light mechanical work may also be assigned, subject to the applicable provincial or federal journeyman restrictions.

Utility/Tire Person:

This Classification will include employees qualified for the following work, as required by the Employer:

General janitorial work, tire work, building maintenance, yard work and other work as assigned by the Employer.

Wash Bay Persons:

Fuelling, washing, cleaning motor vehicles including parts units and equipment; checking tires; checking exterior lights; checking fluid levels; maintaining any necessary records; parking buses; and cleaning the interior of coaches.

Shift Premium:

Service and Wash Bay persons who begin their work shift between 3:00 p.m. and 3:00 a.m., will be paid a premium of fifty (50) cents per hour.

Mechanics, including apprentices, who begin their work shift between 3:00 p.m. and 3:00 a.m., will be paid a premium of fifty (50) cents per hour.

Article 11 BENEFITS

The parties to this Agreement shall establish a contributory plan providing for the following benefits for eligible permanent employees, subject to conditions of contracts or policies entered into. All permanent employees will be required to join the plan when first eligible except where employees provide documentation that they have alternate coverage under another plan.

11.01 Plan Components

- (a) Life Insurance
- (b) Short Term Disability
- (c) Long Term Disability
- (d) AD&D
- (e) Extended Health
- (f) Dental

11.02 The Employer will pay 75% of the cost of benefits premium for eligible employees and who have completed the necessary forms and fulfilled any waiting period defined by the insurance carrier. The employee share will be 25%, which the Employer will deduct from the employee's pay.

11.03 Eligibility

Employees may participate in the cost-shared Benefit Plan on the first of the month following completion of three consecutive months of employment. Participation in the Benefit Plan is subject to an employee maintaining a minimum of one hundred and fifty six (156) days worked each calendar year (such working days include days spent on WSIB, LTD, Weekly Indemnity, Maternity and Parental Leave, Bereavement, vacation and General Holidays).

11.04 Averaging of hours for purposes of benefits eligibility

Any employees assigned to a regular shift, of which the scheduled paid hours average thirty (30) hours or more per week, shall be eligible for benefits in accordance with the above eligibility rules.

Employees not on regularly scheduled shifts shall be eligible for benefits in conjunction with the details stipulated in Article 11.03 and, provided that they have averaged thirty (30) hours or more per week since their date of hire. Thereafter, they will continue on said plan provided that they maintain this average of thirty (30) hours or more per week.

Reviews will be conducted semi-annually and the employees will be moved on or off the benefits on either August 1st for the upcoming six (6) month period (provided they have averaged thirty (30) hours of pay per week for the six month period from January 1st to June 30th); and/or on February 1st for a six (6) month period provided they have averaged thirty (30) hours of pay per week for the six month period from July 1st to December 31st.

If employee who has qualified under Article 11.03 and 11.04 is found to be ineligible for the upcoming six month period due to his averaged weekly hours of work, said employee may pre-pay 100% of the monthly benefits premium for that time period and remain in the plan.

11.05

Effective 60 days after ratification, full-time maintenance employees electing to participate in a Capital Accumulation Plan will contribute (2%) percent of earnings towards the plan. The Company will contribute an amount equal to (50%) percent of employee contribution.

Main Body Articles Applicable To The Maintenance Department Employees

Preamble and Purpose

Article 1	Recognition
Article 2	Membership in the Union
Article 3	Check off of Union deductions
Article 4	Reservation of Management rights
Article 6	Medical Examinations
Article 7	Strikes and Lockouts
Article 8	Union Activities
Article 9	Grievance Procedure
Article 10	Disciplinary Measures
Article 14	Leaves of Absence
Article 19	Health & Safety
Article 20	Reporting of Accidents
Article 21	Unsafe Conditions or Practices
Article 24	No Harassment or Discrimination
Article 26	General
Article 28	Duration

ARTICLE 28 - DURATION

28.01 This Agreement shall be effective from ratification until February 28th, **2014** and thereafter until revised or superseded by a new agreement. It is further agreed by the parties that it shall automatically be renewed for a further term of **three (3)** years and shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other within a period of ninety (90) days prior to the expiry date.

Dated this 28 date of February 2011.

**LIDLAW INC. (FIRST CANADA) (BARRIE TRANSIT DIVISION)
AND
AMALGAMATED TRANSIT UNION, LOCAL 1415**

For The Union:

For The Employer:

Ian Laird
President

Peter DeRosse
Labour Relations

Jeff Glover
Vice-president

Fred Thompson
General Manager

Mike Gignac
Executive Board

Chris Brown
Transit Manager

Kevin Beresten
Executive Board

John Chenard
Steward

Cory Trew
Steward