

# COLLECTIVE AGREEMENT

BETWEEN

**THE NIAGARA TRANSIT COMMISSION** (THE “COMMISSION”)

AND

**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE “UNION”)

(COLLECTIVELY, THE “PARTIES”)

niagara  
transit  
commission



**January 1st 2023 - December 31st 2027**

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## **SECTION I - UNION / MANAGEMENT**

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### **ARTICLE 1 - RECOGNITION OF THE UNION**

- (a) The Commission recognizes the Union as the certified, sole, and exclusive collective bargaining agency for all employees of the Commission save and except the following positions: supervisors and positions above the rank of supervisor, facility maintenance, administrative, office, and clerical staff (with the exception of Stores clerks).
- (b) All Union business shall be conducted by the duly authorized and elected Officers of Local # 846 of the Amalgamated Transit Union. The Union shall supply the Commission with a list of all duly authorized and elected Officers. The Commission shall supply the Union with a list of all authorized representatives such as Management and Administrative staff. Such lists shall include names, phone numbers, and email addresses.
- (c) Under no circumstances shall any employee be required or permitted to negotiate, or make any written or verbal agreement with the Commission or its representatives unless otherwise mutually agreed upon by the Commission and the Union.

### **ARTICLE 2 - RECOGNITION OF THE COMMISSION**

- (a) The Union acknowledges and agrees that it is the exclusive right and function of the Commission and its duly authorized representatives to manage the Commission's business and without restricting the generality of the foregoing, these functions shall include:
- Determining the routes to be followed, stops, times and schedules, qualifications of staff, repairing and servicing methods and processes and the extension limitations, curtailment and cessation of operations.
  - Hiring, discharging, suspending or otherwise disciplining employees, promoting, demoting, transferring or laying off same.
  - The maintenance of discipline and efficiency, the right to make or alter from time to time rules and regulations to be observed by the employees and to enforce same. The Commission agrees to inform the Union Executive in writing of changes in rules and regulations, before they are put into effect.
  - The Commission agrees that rights of the Commission shall be exercised in such a manner as they shall not overrule any of the provisions of this Agreement.

### **ARTICLE 3 - SUCCESSOR RIGHTS**

In the event the Commission sells, leases, transfers, merges its business, changes its ownership in any way, amalgamates with another municipality, or is uploaded to the Province, the party by whom the business is acquired will become the successor employer. The Commission agrees to give the Union notice in writing at least one-hundred twenty (120) days prior to any such transactions, whenever possible. The successor employer will recognize the Union as the sole bargaining agent and will be bound by the terms of this Collective Agreement. Further, the employees of the transit service shall maintain their full seniority in this arrangement.

### **ARTICLE 4 - NO STRIKE OR LOCKOUT**

In respect of this Agreement and the procedures for the settling of disputes and the handling of grievances laid out herein, the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, for any reason, and the Commission agrees that during the life of this Agreement there will be no lockout.

### **ARTICLE 5 - NO CROSSING PICKET LINES**

No employee will be required to cross, or in any way interfere with a picket line which exists in support of a legal strike or lockout.

### **ARTICLE 6 - UNION DUES & OTHER FEES**

- (a) The Commission will deduct from its employees all Union dues, fees, fines and assessments for each pay period. All monies will be deducted by the Commission upon notice from the Financial Secretary-Treasurer of the Union.
- (b) The amount of membership dues and fees shall be certified to the Commission in writing by the Financial Secretary-Treasurer of the Union. The Commission shall, before the end of the week following the respective pay period, remit the total of such deductions to the Financial Secretary-Treasurer of the Union.
- (c) Deductions for new employees, including Union dues, fees, fines, and assessments, shall commence with their first pay. Dues shall be deducted for the pay period in which an employee terminates employment.

### **ARTICLE 7 - SENIORITY**

- (a) Seniority is defined as the length of continuous service with the bargaining unit and shall apply only to the extent specifically provided in this Agreement.

- (b) Seniority for all existing bargaining unit members hired prior to the formal creation of the Commission on January 1, 2023 shall be effective from their original date of hire at the predecessor employer with which they were employed on December 31, 2022. For employees hired on the same day, but at different sites, social insurance numbers shall be used to determine bargaining unit seniority. The employee with the lowest last three (3) digits of their SIN shall have the greater seniority.
- (c) Seniority for all new bargaining unit members hired on or after January 1, 2023 shall be effective from their date of hire. After ratification of this agreement, seniority for all new bargaining unit members hired on the same day shall use the SIN method described in (b) above.
- (d) The seniority of employees shall be recognized for the purpose of choice of assignment, vacation, discretionary/floater days, lieu days, overtime, and vacancies.  
Exception: Overtime shall be first offered to spareboard employees.
- (e) Seniority rights and employment shall be terminated for any of the following reasons:
- if the employee resigns their employment with the Commission;
  - if the employee retires;
  - after thirty-six (36) consecutive months of lay-off;
  - if the employee is discharged and the discharge is not reversed through the grievance procedure;
  - if an employee has been absent for five (5) consecutive working days without having notified the Commission directly, unless a satisfactory reason is given;
  - if a disabled employee is rehabilitated through the duty to accommodate on a job with another employer.
- (f) Employees who resign their employment with the Commission shall be entitled to withdraw their resignation, with no loss of seniority, within seven (7) days of the date their resignation was submitted in writing. The resigning employee's current work assignment shall not be posted as a vacancy until the expiry of the seven (7) day period. This privilege shall only be allowed once per employee.
- (g) The Commission shall maintain up-to-date seniority lists, one for each of: bargaining unit, site, and department. Such lists shall be posted in each department, at each site, on the same day as all regular work sign-ups are posted. Seniority lists will contain the names and the seniority dates of all employees.

## **ARTICLE 8 - LAYOFF**

- (a) An employee whose job is abolished or declared redundant, or who is displaced or laid off for any reason will be entitled to exercise their seniority rights in the following manner and order, provided the employee is able to perform the work and subject to the other

provisions of this collective agreement:

- (i) First, the employee will be entitled to displace (bump) a less senior employee in the same job classification at their current site.
- (ii) Second, if the employee is unable to exercise the displacement provided above, they may displace a less senior employee in the same job classification at other sites.
- (iii) Third, if the employee is unable to exercise the displacement provided above, they may displace a less senior employee in other departments.

- (b) Layoffs will only be permitted at the end of the current sign-up period. The Commission shall provide the Union with a minimum of sixty (60) days notice prior to all layoffs. The Commission agrees that in the event of a layoff, employee(s) shall be laid off in the reverse order of their bargaining unit seniority. Recall of employee(s) following a layoff shall be in order of bargaining unit seniority, and recall rights shall not exceed a period of thirty-six (36) months.
- (c) If a job is reinstated in any department, at any site, such job must be offered to the originally displaced employee before being offered to other bargaining unit employees.
- (d) After being notified of recall by phone and registered mail to the employee's last known address, the employee must be available to return to work within thirty (30) days. It shall be the employee's duty to notify the Commission promptly of any change in phone number and address. If an employee should fail to notify the Commission of such change, the Commission will not be responsible for failure to reach said employee.
- (e) The Commission shall continue to provide, at its own expense, group health insurance, excluding short-term disability and long-term disability benefits, for all employees on layoff for a period of ninety (90) days. If an employee is laid off for a period of more than ninety (90) days, their benefits will be cancelled during the remaining period of layoff unless the employee chooses to pay the premiums.
- (f) Employees that are laid off and recalled in the same calendar year shall be given the option to re-sign missed vacation and floater days or be paid out upon return.

## **ARTICLE 9 - COPIES OF COLLECTIVE AGREEMENT**

Within sixty (60) days of ratification of this agreement, the Commission shall provide the Union with a minimum of six-hundred (600) pocket-sized copies of this Agreement at a size and font to be mutually agreed upon by the Commission and the Union. The Commission shall also supply twenty-five (25) full size copies and one editable electronic copy to the Union Executive.



## **ARTICLE 10 - ELECTRONIC COMMUNICATION & INTERNET ACCESS**

- (a) All electronic communication between the Commission and the Union shall be via official organization email addresses. Commission representatives' emails ending in "@nrtransit.ca" and Union representatives' emails ending in "@atu846.ca"
- (b) Both parties will make their best efforts to ensure all electronic documents shared between the parties will be in searchable PDF format unless editing is necessary or if PDF is unsuitable such as for large spreadsheets.
- (c) The Commission shall provide email addresses to all its employees. Such email addresses will be accessible by web browser or email providers recommended app (ie. Microsoft Outlook Mobile App). For security reasons, email access requires multi-factor authentication which requires a phone number at minimum to verify identity. Access by web browser does not require access to system or security settings on employee-owned devices.
- (d) The Commission will provide reliable high-speed wireless internet access to all employees at the St. Catharines garage, St. Catharines Terminal, Niagara Falls garage, Morrison-Dorchester hub, Welland garage, and Welland terminal. Deployment of wireless internet access at new facilities will be discussed by the parties. Internet access will not be unreasonably restricted, censored, or monitored.

## **ARTICLE 11 - COMMISSION NOTICES**

- (a) When notices are issued, they will be signed and a physical copy posted on all notice boards within each department at each site that employees report for work. These notices will also be emailed to all employees at their Commission-provided email address.
- (b) Copies of all notices issued by the Commission will be forwarded to the Union Executive prior to being posted.
- (c) The Union Executive shall be advised of all Commission notices which create or alter rules, regulations, policies, or procedures prior to being posted and put into effect.

## **ARTICLE 12 - UNION NOTICE BOARDS**

The Commission will purchase and install bulletin boards at all of its sites, to be used exclusively by the Union Executive for the posting of notices and other Union business, in areas frequented by employees. The size and placement of Union notice boards will be mutually agreed upon by the parties. All notices must be signed. Anything in violation of Commission policy will be removed, subject to the grievance provisions in this agreement.

### **ARTICLE 13 - UNION ORIENTATION WITH NEW EMPLOYEES**

Upon hiring a new employee, the Commission shall arrange with the Union to have the new employee meet with member(s) of the Union Executive within two (2) weeks. Said employee shall be excused from duty, without loss of pay, for one (1) hour for the purpose of orientation with the Union President or their designate(s).

### **ARTICLE 14 - TRANSFER OUTSIDE BARGAINING UNIT**

An employee who accepts a position outside the bargaining unit, but within the Commission, will continue to pay dues to the Union for a period of one (1) year in order to return to the bargaining unit without loss of seniority at any time within the one (1) year period. The Commission may also transfer an employee who accepted a position outside of the bargaining unit back to their original position at any time within the one (1) year period, without loss of seniority. At the conclusion of the one (1) year period they shall immediately lose all seniority and cease to be members of the bargaining unit. This will only be allowed to any member once. Members returning to their previous position in the bargaining unit shall not displace another member.

### **ARTICLE 15 - EMPLOYEE PERSONNEL FILES**

There shall be one personnel file for each employee. Each employee shall have access to their personnel file upon reasonable notice for the purpose of reviewing all documentation pertaining to their employment with the Commission. This review will be limited to three (3) times per calendar year. A copy of all disciplinary entries placed in an employee's personnel file shall be sent to the Union Executive at the time they are made.

### **ARTICLE 16 - EMPLOYEES MEETING WITH MANAGEMENT**

- (a) Employees shall continue to be paid at their full wage rate when required to attend meetings called by the Commission. Meetings called for outside of an employee's regular scheduled work will be held immediately before or after their shift and such time will be paid at the applicable rate. Employees shall not be required to attend meetings called by the Commission on their off days or while on vacation, floater, or lieu days.
  
- (b) When meeting with management representatives regarding potential disciplinary matters, all bargaining unit members have the right to have a Union representative present. The Union shall assign representatives to meetings. Should a member wish to waive their right to Union representation at a meeting they will be required to sign a waiver provided by the Union. The form shall be signed by the member, the management representative, and a Union Executive or Steward prior to the commencement of the meeting. A copy of the signed form will be provided to the Union

President or their designate.

- (c) When the Commission requests a meeting with an employee, the specific reason for the meeting and all applicable date(s) will be clearly stated on the meeting request letter.

## **ARTICLE 17 - DISCIPLINE OR DISCHARGE**

- (a) Employees shall not be discharged or disciplined, nor will disciplinary entries be made in their personnel file without just and sufficient cause.
- (b) No disciplinary entries of any kind shall be made in employee personnel files unless a meeting has been held with the affected employee along with both a Commission and Union representative, unless the employee has signed a Union waiver of their right to Union representation pursuant to *Article 16(b)*.
- (c) If any disciplinary entries are made in an employee's personnel file, both the employee and the Union shall be given a signed version of such disciplinary entry.
- (d) All disciplinary action imposed upon an employee shall be removed from the employee's personnel file twenty-four (24) months after the date of the occurrence causing the discipline and shall not be used in any future disciplinary action and/or arbitration provided that there has not been any similar occurrences resulting in discipline within a twenty-four (24) month period of the date of incident.
- (e) Any suspension given to an employee shall be served immediately following the disciplinary meeting where the discipline is imposed, except upon agreement of both the Commission and Union the suspension may be served within seven (7) days of discipline being imposed or the suspension will be nullified. Suspensions shall not affect statutory holiday entitlements.
- (f) If an employee has been discharged, the Union may file a grievance at Step 2 of the grievance procedure.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

- (a) Both the Union and the Commission agree that it is of the utmost importance that complaints, disputes, and grievances be adjusted as promptly as possible. Any grievance may be submitted at the step appropriate to the level of supervision from where the complaint originated. All complaints, disputes, and grievances arising between the Union and the Commission shall be adjusted and settled as follows:
- (b) Step 1: The aggrieved employee or the Union may submit a verbal or written complaint to their Supervisor or Manager within seven (7) days of becoming aware of the occurrence

giving rise to the complaint. If a settlement satisfactory to the employee concerned is not reached within seven (7) days of submitting the complaint, then the Union may proceed to Step 2. Both the Union and Commission agree that utilizing Step 1 is not always appropriate or even possible, and therefore the parties may mutually agree that Step 1 is not required.

- (c) Step 2: The Union may submit a grievance in writing to the Deputy General Manager or their designate within twenty-one (21) days of becoming aware of the occurrence giving rise to the grievance. The Deputy General Manager shall arrange with the Union for a meeting to be held, within seven (7) days, to endeavour to settle the grievance. Following the Step 2 meeting, the Deputy General Manager shall respond to the grievance in writing within seven (7) days. If the grievance is denied or if the Union determines that the settlement is not satisfactory, the Union may advise the Deputy General Manager, in writing and within seven (7) days, that they wish to proceed to Step 3.
- (d) Step 3: Upon notification by the Union to proceed to Step 3, the General Manager shall arrange with the Union for a meeting to be held, within seven (7) days, to endeavour to settle the grievance. Following the Step 3 meeting, the General Manager shall respond to the grievance in writing within seven (7) days. If a satisfactory written settlement is not reached within twenty-one (21) days of the General Manager's response, the Union may then submit the grievance to arbitration.
- (e) If no satisfactory settlement is reached after Step 3, the Union or the Commission may request mediation, which can be utilized prior to arbitration if mutually agreed upon by both parties.
- (f) At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the facilities required and to view disputed operations and to confer with necessary witnesses.
- (g) The time limits and other procedural requirements (except Step 1) set out in this Article are mandatory. Should the Union not adhere to these requirements then the grievance shall be deemed to have been abandoned. Should the Commission not adhere to these requirements, the grievance shall be deemed to have been successful, and the requested settlement shall be awarded by the Commission to the Union/grievor.
- (h) The parties may mutually agree to extend the time limits within this article. Any such agreement shall be in writing.
- (i) The Commission shall continue to pay all employees, at the applicable rate, for all time spent in grievance meetings.

(j) Arbitration:

- Both parties agree that a grievance which has not been settled, will be referred to a sole arbitrator. If the parties are not able to agree upon such an arbitrator within fourteen (14) days of the notice of arbitration, the Minister of Labour for the Province of Ontario will be requested to appoint an arbitrator.
- The sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this agreement.
- Each of the parties to this agreement will jointly bear the expenses of a sole arbitrator.

## **ARTICLE 19 - UNION / MANAGEMENT MEETINGS**

- (a) Meetings between the Union Executive Board and the Commission shall be held a minimum of three (3) times per calendar year. Meetings shall be held at approximately four (4) month intervals, at times mutually agreeable to both parties. An agenda outlining the matters for discussion will be submitted by each party no less than two (2) days prior to the meeting.
- (b) The purpose of these meetings will be to discuss labour relations issues other than grievances, and issues pertaining to the employment or working relationships between the parties. It is understood that the function of the Union/Management Committee will not conflict with the role of the Negotiating Committee.
- (c) Union/Management meetings are mandatory, unless otherwise agreed upon by both parties.

## **ARTICLE 20 - NON-UNION EMPLOYEES PERFORMING BARGAINING UNIT WORK**

The Commission shall not perform bargaining unit work with Non-Union staff. However, the Commission shall be entitled to use its Non-Union staff to operate motor vehicles for training purposes, and in emergency situations where no qualified bargaining unit member is available at the site nearest to the emergency location. In this respect, emergency shall mean an unforeseen, one-time, short-term situation such as completing no more than one full trip, to a maximum of two (2) hours for a regional run.

## **ARTICLE 21 - POLITICAL / UNION LEAVE**

- (a) Any employee seeking an elected position with the Municipal, Provincial, or Federal government will be granted a leave of absence from the Commission, without loss of seniority, from the day the election is called until the day after the election is held. This

leave is to be without pay and is subject to the regulations and policies governing OMERS and group insurance benefit package.

- (b) Any employee or employees who may be elected or appointed to a position within the Labour movement or as an elected representative at the Municipal, Provincial or Federal governments, that requires them to divorce themselves from the Commission as a regular employee, will be granted a leave of absence from the Employer without loss of seniority and subject to the regulations and policies governing OMERS and group insurance benefit package.

## **ARTICLE 22 - UNION BUSINESS & LOST TIME**

- (a) Upon request from the President/Business Agent or their designate, the Commission will grant time off to Union representatives and committee members so that they may conduct Union business. Notice will be provided to the Commission whenever possible by 1pm on the day before to ensure the work can be covered.
- (b) The Commission will compensate Union representatives and committee members for their regularly scheduled work time spent in meetings called by the Commission.
- (c) The Commission will pay all lost time for collective bargaining days that take place between the Commission and the Union. The Commission will cover the cost of all scheduled shifts for up to four (4) Union Executives to attend collective bargaining sessions.
- (d) Lost time shall be billed to the Union at the end of each month and the Union shall reimburse the Commission within thirty (30) days of receipt. Lost time will be recorded on a per-minute basis for partial shifts, shift value for full shifts, and eight hours for spareboard shifts.
- (e) Should the Union provide in its bylaws for part- or full-time Executive Officers as defined in the ATU Constitution and General Laws, the Commission shall continue to pay the Executive Officers regular wages and all existing benefits such as group health insurance and OMERS contributions. The Officers lost time may then be billed to the Union as per subsection (d) above.

## **ARTICLE 23 - CONTRACTING OUT & SUBCONTRACTING**

- (a) The Commission agrees that no employee outside of the bargaining unit will work with tools, drive buses or perform any work covered by classifications in this agreement.
- (b) The Commission agrees there will be no contracting out of any rostered work. Further, there will be no contracting out of any work normally done by members of the

bargaining unit which will result in layoffs, or while there are full time employees on laid-off status in that classification.

- (c) The Commission agrees that there shall be no contracting out or subcontracting of work performed on revenue and non-revenue Commission vehicles with the exception of maintenance work normally not performed by members of the bargaining unit such as original manufacturers warranties, spring HVAC start-up, and complete bus refurbishment. Upon mutual agreement with the Union, the Commission may contract out maintenance work if there is a potential negative impact to service delivery.
- (d) The Commission and Union both agree that the Regional Municipality of Niagara employees and/or subcontractors may perform maintenance work on buildings and properties.

## **SECTION II - GENERAL PROVISIONS**

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### **ARTICLE 24 - NEW EMPLOYEES**

- (a) All new employees, in accordance with *Article 1 - Recognition of the Union*, shall become members of the bargaining unit on their first day of employment with the Commission.
- (b) All bargaining unit members shall be entitled to exercise their seniority upon completion of their training period.
- (c) All employees shall be enrolled in the group health insurance plan upon completion of their probation period.
- (d) All employees shall be enrolled in the OMERS pension plan on their date of hire with the Commission.
- (e) Newly-hired operations employees that start working after the current sign-up process is complete will be placed on Open Spareboard and will be assigned weekly hours within two hours (less or more) of the lowest signed weekly run/crew value. The Commission shall provide these new employees with a schedule of their off-days, which will be two (2) consecutive days per week.
- (f) Newly-hired maintenance employees shall be placed on a Monday to Friday day shift for the purpose of training and will work alongside a current employee in the same department to learn all aspects of the job for a minimum of two (2) weeks. This training shift shall stand alone and not replace any normal shift sign up spots. Newly hired maintenance employees shall be trained for their CZ licence when such is required and provided with all other required training (ie. forklift, WHMIS etc.) before being placed into

the general sign-up.

## **ARTICLE 25 - PROBATIONARY PERIOD**

- (a) All employees shall serve a probationary period from their original date of hire for one-hundred and eighty (180) days. Should an employee have an absence from their regular duties for any reason in excess of fourteen (14) consecutive days, their probationary period will be extended by the duration of the absence.
- (b) During the probationary period, if an employee is to be discharged, the reason shall be discussed with the Union President or their designate. Probationary employees may be discharged at the discretion of the Commission where the employee is unsuitable for transit work. Employees deemed to be unsuitable for transit work during their probationary period will have no grounds to grieve a discharge.

## **ARTICLE 26 - STATUTORY HOLIDAYS**

- (a) The Commission currently recognizes eleven (11) Statutory Holidays which will be paid at the greater of shift value or eight (8) hours per holiday. The current statutory holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, and Boxing Day.
- (b) If either the provincial or federal government provide for a new Statutory Holiday, this day will automatically be recognized by the Commission and added to the list above.

## **ARTICLE 27 - VACATION**

- (a) Vacation schedule for all employees shall be:
  - Four (4%) percent pay for the first year of hire and will be on current vacation.
  - Two (2) weeks in the 1st and 2nd year that their date of hire anniversary falls.
  - Three (3) weeks in the 3rd year that their date of hire anniversary falls.
  - Four (4) weeks in the 9th year that their date of hire anniversary falls.
  - Five (5) weeks in the 15th year that their date of hire anniversary falls.
  - Six (6) weeks in the 22nd year that their date of hire anniversary falls.
- (b) The Commission shall allow one (1) additional days vacation per year over twenty-eight (28) years combined service, up to a maximum of five (5) days. Such additional vacation days will be signed as floater days, unless the employee has earned five (5) additional days, in which case they shall be given the choice to sign them as floater days or take them together and sign them as a full week of vacation. If the days are taken as a full week of vacation they shall be paid as per subsection (c) below.



- (c) Vacation pay shall be the greater of: weekly assignment value or forty-two and one-half (42.5) hours. For employees with reduced guarantee, vacation pay shall be weekly assignment value plus two and one-half (2.5) hours to a maximum of forty-two and one-half (42.5) hours.
- (d) Should an employee's regularly scheduled vacation occur during a period of illness, they shall receive vacation pay in lieu of vacation in the next pay period following their return to work.
- (e) Employees are not permitted to work on vacation days.
- (f) Employees terminating their service with the Commission shall receive vacation pay at the rate of 2% of gross earnings per week of vacation entitlement in proportion to the amount of money earned in that year, and the percentage allowed according to vacation entitlement:
- 2 weeks - 4%
  - 3 weeks - 6%
  - 4 weeks - 8%
  - 5 weeks - 10%
  - 6 weeks - 12%
- (g) An employee leaving the service of the Commission before qualifying for vacation, shall receive vacation pay in accordance with the ESA.
- (h) Should a member retire or terminate their employment in any way, any unused vacation weeks shall be deemed open and available for exchange.

## **ARTICLE 28 - FLOATER DAYS**

- (a) All employees will receive five (5) floater days per calendar year to be paid on the basis of shift value or eight (8) hours, whichever is greater. Floater days will be granted seven (7) days a week, and should the selected day fall on the employee's off day, then the employee shall be given the option to re-sign the floater day, bank the floater day, or be paid out.
- (b) Floater days will be granted to employees hired in the current year in the following manner:
- 5 days if hired during the first sign-up
  - 3 days if hired during the second sign-up
  - 1 day if hired during the third sign-up
- (c) Floater day entitlements shall be pro-rated in the year that an employee ends their employment with the Commission.

- (d) Employees may bank floater days to be used at a later date under the following conditions:
- floaters may not be used retroactively to cover a day already missed
  - floaters can only be used on days with available floater day slots, or on days without any available floater day slots based on operational capacity, at the Commission's discretion
  - notice shall be provided to the Commission at least five (5) days prior to using the floater day
  - using floater days with less than five (5) days notice may be permitted at the Commission's discretion
- (e) If an employee changes assignments once the current regular sign-up commences, and now has a floater on an off day, the employee will have the floater added to their entitlement bank.
- (f) When an employee wishes to use a banked floater day, they shall submit a form provided by the Dispatch and Control Supervisor who will verify the day at the time of submission. Days will be granted based on time of submission.
- (g) Employees who are on floater day(s) or are scheduled for floater(s) and become eligible for any paid leave shall have the right to reschedule the floater day(s) that were lost due to such leave added back to their entitlement bank.
- (h) Floater days that are unused/unscheduled by November 15th of the same calendar year shall be paid out no later than December 15th, on the basis of eight (8) hours. Exception: maintenance employees on signed straight ten (10) hour shifts shall be paid on the basis of ten (10) hours.

## **ARTICLE 29 - LIEU DAYS**

- (a) Lieu days shall be awarded at each site when an employee has a scheduled off day on any of the holidays defined in *Article 26 - Statutory Holidays*. Lieu days shall be selected on any day of the week, over the entire sign-up in which lieu days are earned. For each sign-up, the Commission shall ensure that there are enough lieu day slots available.
- (b) When the approaching general sign-up is posted, all assignments on the roster that are entitled to lieu day(s) will be noted. At the time an employee signs an assignment that is entitled to lieu day(s), they shall indicate whether they want to be paid out or bank the lieu day(s) to be used at a later date within the sign-up that the lieu day was earned.
- (c) Employees may bank lieu days to be used at a later date under the following conditions:
- lieu days may not be used retroactively to cover a day already missed
  - lieu days can only be used on days with available lieu day slots, or on days without

any available lieu day slots based on operational capacity, at the Commission's discretion

- notice shall be provided to the Commission at least five (5) days prior to using the lieu day
- using lieu days with less than five (5) days notice may be permitted at the Commission's discretion

(d) If an employee changes assignments and their lieu day entitlement also changes, the employee shall be given the option to have the lieu day(s) paid out or added to their entitlement bank.

(e) When an employee wishes to use a banked lieu day, they shall submit a form provided by the Dispatch and Control Supervisor who will verify the day at the time of submission. Days will be granted based on time of submission.

(f) Employees who are on lieu day(s) or are scheduled for lieu day(s) and become eligible for any paid leave shall have the right to reschedule the lieu day(s) that were lost due to such leave added back to their entitlement bank.

(g) Lieu days that are unused within the sign-up that the lieu day was earned will be paid out on the next period, on the basis of eight (8) hours. Exception: maintenance employees on signed straight ten (10) hour shifts shall be paid on the basis of ten (10) hours.

## **ARTICLE 30 - POSTING OF VACATION & FLOATERS WHEN LEAVING UNION**

Whenever an employee retires, resigns, is discharged, promoted or otherwise leaves the bargaining unit, their unused vacation, floater, and lieu days shall be posted for signing within seven (7) days on the following Tuesday at 10am and removed on Friday at 10am of the same week. Subsequent vacant vacation, floater, and lieu days will be posted in like manner, until the department seniority list is exhausted.

## **ARTICLE 31 - VACATION EXCHANGES**

(a) Once the vacation sign-up has been completed, vacation exchanges of unsigned weeks, or between two (2) employees may be made, provided that the Commission is advised of the exchange by the Union President or their designate with a minimum of fourteen (14) days notice.

(b) If the vacation/floater relief assignments have already been signed prior to the exchange, and a conflict of assignment arises out of the exchange, the vacation/floater relief employee will retain the assignment for which they originally signed and the employee making the exchange will be placed on open spareboard for the period of the exchange.

Off-days for the displaced employee working on spareboard shall be the same as the off-days they would have observed had they not been displaced.

(c) There shall be no grievances filed as a result of vacation exchanges.

## **ARTICLE 32 - PAY**

(a) Pay periods shall start on Sunday and end on Saturday. Employees shall be paid bi-weekly with pay stubs made available on Thursday prior to, pay to be direct-deposited by Friday.

(b) Should an employee discover a discrepancy with their pay, they shall notify the HR department which will confirm the discrepancy. If the employee is owed seventy-five (\$75) dollars or more due to Commission error, the Commission will pay the full amount owed to the employee within two (2) business days.

## **ARTICLE 33 - LEAVES OF ABSENCE**

(a) Leave of absence without pay and benefits may be granted for personal reasons

- Any written application for leave of absence is to be provided to the Commission at least seven (7) days in advance unless circumstances prevent the employee from doing so.
- Approval of any leave of absence is subject to operational requirements at the full discretion of the Commission.
- Leaves of absence will not be granted to pursue other employment.
- No leave of absence will be granted for a period greater than three (3) months, exceptions may be granted at the Commission's sole discretion.
- Should an employee fail to return to work after an approved leave of absence has expired within five (5) days they will be deemed to have abandoned their employment.
- The employee shall retain and accumulate seniority provided they maintain the payment equivalent of union dues during this period, such payments are made directly to the Union.
- In the event any such leave of absence is not used for the purpose granted, the employee is subject to discipline, up to and including dismissal.

(b) Leave of absence for court

An employee who is summoned and reports for jury duty and/or jury selection or witness duty or a Coroner's inquest shall be granted a leave of absence with pay for any time lost from their scheduled work provided:

- They have notified their supervisor immediately upon receiving such summons; and
- The full amount of compensation received for such jury duty or witness duty less any allowed travelling expenses, is deducted from their pay.
- Court documentation shall be required to verify attendance at Court.

(c) Leave of absence for licence suspension or downgrade

- An employee shall be granted a leave of absence of up to twelve (12) months without pay or benefits, for suspension or downgrade of a classified driver's licence, as a result of medical reasons.
- An employee who has their classified licence suspended, downgraded, or cancelled for non-medical reasons will be granted a leave of absence not to exceed a period of twenty-four (24) months without pay or benefits. This leave or any part of it shall only be allowed once per employee.

#### **ARTICLE 34 - LICENCING**

- (a) Renewal of classified drivers licences, including testing and eye exams, will be performed by the Commission's Driver Certification Program's Signing Authority at a time as laid out by the regularly circulated schedules and on the employee's own time. Drivers licence renewal fees will be paid by the Commission.
- (b) All employee's licencing fees will be paid by the Commission. This includes, but is not limited to, Technical Qualifications and other skilled trades certifications.

#### **ARTICLE 35 - DRIVERS MEDICAL EXAM**

Employees required to report to a doctor for examination to renew a classified licence, and are examined while off duty, shall be paid two (2) hours at their regular rate.

#### **ARTICLE 36 - EMPLOYEE TRANSIT PASSES**

- (a) The Commission shall issue an unlimited region-wide transit pass to each employee in their first week of employment with the Commission. Passes are to be returned to the Commission if employment is terminated before retirement. Passes will remain valid after retirement.
- (b) Upon request, the Commission shall provide one (1) free region-wide pass for a family member living in the same household. Such passes shall be valid for one (1) year, and shall be renewed upon request. Employees who wish to purchase tickets or passes for other family members will receive a fifty-percent (50%) discount.

## **ARTICLE 37 - BOOKING OFF**

Employees booking off a shift/assignment starting before nine (9am) shall call the appropriate book-off extension for their department at least thirty (30) minutes before the start of the assignment, unless an emergency or extenuating circumstance does not allow such notice to be provided. Employees booking off a shift/assignment starting after nine (9am) shall call at least sixty (60) minutes before the start of the shift/assignment, unless an emergency or extenuating circumstance does not allow such notice to be provided.

## **ARTICLE 38 - ACCIDENT & INCIDENT REPORTS**

Accident reports are required. Incident reports are to be completed on request. Thirty (30) minutes at the regular rate will be paid for each report, in addition to any scheduled meetings, provided the report is completed in total and submitted to the Commission within twenty-four (24) hours.

## **ARTICLE 39 - PUBLIC COMPLAINTS AGAINST AN EMPLOYEE**

- (a) Public complaints without a full name, valid contact information, date, and a detailed description of the incident will not be accepted by either the Commission or the Union for the purposes of discipline.
- (b) Complaints where no discipline is imposed shall not be placed in an employee's record.
- (c) Upon receipt of a public complaint against an employee that the Commission feels is valid and may warrant a meeting or discipline, the Commission agrees to notify the employee and the Union, in writing, identifying the specific nature of the complaint within seven (7) days. In the meeting, a copy of the complaint, with only the name and contact information redacted, shall be provided to the President/Business Agent or their designate for review. Should the timeline above not be followed, no action may be taken by the Commission.

## **ARTICLE 40 - EMPLOYEE PRIVACY**

- (a) Names and personal information of employees shall not be displayed on any customer-facing applications, websites, articles of clothing, and any communication with the public, unless agreed to by the employee beforehand.
- (b) Employees shall have access to safe storage lockers at all sites that the Commission operates out of.

(c) Operator numbers, not names, shall be used on the radio by supervisors and Commission representatives.

(d) Should the Commission suffer a data breach resulting in employees' personal information being accessed by any unauthorized party, then the Commission shall be responsible for the cost of an approved identity theft recovery service.

#### **ARTICLE 41 - PARKING**

Sufficient safe and secure parking is to be provided for employee's vehicles and other modes of transportation at all of the Commission's sites and facilities. If this cannot be achieved, then the Commission shall provide an alternate safe and secure area for parking, and the Commission shall provide transportation to and from this area to the facility where employees start or finish their shifts. Parking lots shall be well-lit and maintained for the safety of all employees.

#### **ARTICLE 42 - HEATING & COOLING OF VEHICLES**

All vehicles operated by the Commission shall be equipped with working HVAC systems and components including, but not limited to; fans, heaters, air conditioning, ventilation, and defrosting equipment. Such systems and components will be kept in good working condition at all times, so as to maintain a safe and comfortable temperature and allow for safe operation of the vehicle in all weather conditions. All buses shall be equipped with at least one (1) fan in the drivers area which must be unobstructed by the barrier.

#### **ARTICLE 43 - BAIL BOND & CIVIL LIABILITY**

An employee involved in an accident while engaged in the performance of assigned duties with the Commission and acting in good faith, shall be furnished with Bail Bond by the Commission when such is required. Such an employee shall also have the legal assistance of the Commission in any legal proceedings jointly against the employee and the Commission.

#### **ARTICLE 44 - REDUCTION OF SERVICE**

If service is reduced because the Commission is closed or shut down, or a state of emergency is declared, employees shall receive their regular wages for the affected day(s). If such a day precedes or follows a statutory holiday, employees will not be deducted any pay or lieu day(s).

If there is a reduction of service, the Commission cannot change the scheduled hours of employees, but retains the right to change employees' work due to operational needs.

## ARTICLE 45 - TEMPORARY VACANCIES: OPERATIONS

- (a) All vacancies which occur in the Operations department shall be filled by the Spareboard, unless it is known that such vacancy shall be for a period exceeding twenty-one (21) days.
- (b) If an employee's return to work date exceeds twenty (21) days from the date of submission, their work assignment shall be posted for bidding on the following Tuesday at 10am and removed on Friday at 10am of the same week. A temporary vacancy may only be bid on by employees junior to the employee causing the vacancy, and must be in the same job classification, department, and site. The temporary vacancy shall be awarded to the most senior applicant, who shall be notified by the Commission in writing, outlining the start date, off-days, and work schedule. Vacant assignments shall begin on Sunday. All subsequent vacancies caused by the initial vacancy shall be posted in like manner until the seniority list is exhausted. No vacancies will be posted where there is less than thirty (30) days remaining in the current sign-up period.
- (c) Should a temporary vacancy not be signed, the vacant assignment will be placed on the Spareboard until the return of the absent employee or the end of the current sign-up, whichever is sooner.
- (d) All employees filling the initial vacancy and any resulting vacancies shall return to their former assignments upon return of the employee causing the initial vacancy.
- If the returning employee notifies the Dispatch Office of their return to work in the current week or the next week, and such notice is given prior to 1:00pm on Wednesday, then all employees filling the initial and resulting vacancies shall return to their former assignments on the upcoming Sunday. If the returning employee returns to work prior to Sunday, they will be placed on the Open Spareboard until Sunday. If the returning employee returns to work on a day other than Sunday, their assignment shall be filled by the Spareboard until their actual date of return.
  - If the returning employee notifies the Dispatch Office of their return to work in the current week or the next week, and such notice is given after 1:00pm on Wednesday, then all employees filling the initial and resulting vacancies shall return to their former assignments on the Sunday after next. If the returning employee returns to work prior to the Sunday after next, they will be placed on the Open Spareboard until the Sunday after next. If the returning employee returns to work on a day other than Sunday, their assignment shall be filled by the Spareboard until their actual date of return.
- (e) For known temporary vacancies occurring in the upcoming sign-up, once the sign-up process is completed, the first round of known vacancies will be posted for bidding on the following Tuesday at 10am and removed on the Friday at 10am of the same week. For each of the vacancies in the first round, all resulting vacancies shall be filled in like



manner. Employees signing more than one vacancy per round must rank their preference at the time of signing, otherwise they will be awarded the assignment with the highest weekly crew value. Employees will only be eligible to be awarded up to two (2) vacant assignments per sign-up.

#### **ARTICLE 46 - TEMPORARY VACANCIES: MAINTENANCE**

- (a) If an employee is known to be absent from work for a period of fourteen (14) days or more, their work assignment shall be posted for bidding on the following Tuesday at 10am and removed on the Friday at 10am of the same week. A temporary vacancy may only be bid on by employees junior to the employee causing the vacancy, and must be in the same job classification, department, and site. The temporary vacancy shall be awarded to the most senior applicant, who shall be notified by the Commission in writing, outlining the start date, off-days, and work schedule. Vacant assignments shall begin on Sunday. All subsequent vacancies caused by the initial vacancy shall be posted in like manner. No vacancies will be posted when there are less than thirty (30) days left in the current sign-up period.
- (b) Should a temporary vacancy not be signed, the vacancy shall be posted on the following Tuesday at 10am and removed on the Friday at 10am of the same week in the Operations department at the site where the vacancy has occurred. The vacancy shall be awarded to the most senior applicant, who shall be notified by the Commission in writing, outlining the start date, off-days, and work schedule.
- (c) All employees filling the initial and resulting vacancies shall return to their former assignments on Sunday, provided they are given at least seventy-two (72) hours notice. Should the returning employee not give at least seventy-two (72) hours notice, then they shall be placed on their original assignment alongside the employees covering the vacancies until the following Sunday.

#### **ARTICLE 47 - PERMANENT VACANCIES & NEW JOBS**

For the purpose of this article, any new job or permanent vacancy shall be referred to as a "vacancy".

- (a) For vacancies or newly created assignments/jobs occurring during a sign-up period that has already begun, the vacant work shall first be posted for bidding by the current employees at the affected site and in the affected department following the procedure outlined in *Articles 45 & 46*, for Operations and Maintenance, respectively. All resulting vacancies will be posted in like manner and will remain in effect until the end of the current sign-up. No vacancies will be posted when there are less than thirty (30) days left in the current sign-up period. After this process is complete, the remaining vacant assignment will be posted for signing as per the process below.

- (b) For vacancies resulting from (a) above, or vacancies set to begin at the start of the next sign-up, they shall be posted for bidding on the following Tuesday at 10am and removed on Friday at 10am of the same week. Vacancies will be awarded by seniority in the following manner providing the employees concerned have the ability to perform the work required:
- (i) first, within the affected department, at the affected site
  - (ii) second, at the affected site
  - (iii) finally, bargaining unit wide
- (c) In order to be considered capable of performing the work, an employee applying for the vacancy must have the basic knowledge of the duties of the job and must be capable of performing it within ninety (90) days of receiving the position, if such an employee is found to be incapable of performing the new duties they shall return to their former position without loss of seniority. Employees changing job classifications must complete a physical demands assessment, performed by an independent third party, and the cost will be covered by the Commission. Employees completing physical demands assessments will be compensated by the Commission at the applicable rate for a minimum of two (2) hours. There will be no additional compensation paid to employees if the physical demands assessment is completed during their scheduled working hours.
- (d) Employees who accept a vacancy in another department at the same site shall remain in that department for a period not less than one (1) year. Employees who accept a vacancy at another site shall remain at that site for a period not less than two (2) years. If an employee who accepts a vacancy decides the new position is not suitable, they may return to their former position within ninety (90) days of the effective date of transfer. Any employee who decides a new position is not suitable for them will not be permitted to bid for vacancies in that department for a period of two (2) years. Should the employee return to the operations department, refer to *Article 45(d)*. Should the employee return to the maintenance department, refer to *Article 46(c)*.
- (e) All vacation, floater, discretionary, and lieu days previously signed by the transferring employee will be honoured in the new department and/or site.
- (f) Employees who accept a vacancy in the Operations department during a sign-up that has already begun, and there are no assignments available to sign, shall be placed on Open Spareboard for the remainder of the current sign-up and guaranteed weekly hours within two (2) hours of the lowest paid assignment in the current department and site.
- (g) The Commission may only hire from outside the Bargaining Unit if seniority and all the above provisions in this article have been exhausted.

## SECTION III - HEALTH & WELFARE

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### ARTICLE 48 - GROUP HEALTH INSURANCE

All employees, including their spouse and dependants, shall receive the following health benefits coverage listed below upon the successful completion of their probationary period. Life insurance, AD&D insurance, STD, and LTD apply only to the employee.

Basic Life Insurance	1 x annual earnings
Basic AD&D Insurance	1 x annual earnings
Short-Term Disability	80% of weekly earnings up to 26 weeks Four (4) day waiting period illness First (1st) day accident or overnight hospital stay
Long-Term Disability	75% of monthly earnings up to \$3,000 per month
Prescription Drugs	Yearly deductible: \$10/person, \$20/family 100% coverage \$10 dispensing fee cap
Fertility Drugs	\$15,000 per lifetime
In Canada Hospital	Private room
Nursing Care	\$15,000 per year
Out-of-Country Emergency	\$5,000,000 per lifetime
Out-of-Country Referral	\$50,000 per year
Orthopedic Shoes	1 pair per year
Orthotics	\$200 per year
Hearing Aids	\$2,000 per 24 months
Paramedical (Mental Health)	\$1,000 / year
Paramedical	\$1,500 / year Includes Audiologist, Chiropractor, Massage Therapist, Naturopath (test not covered), Osteopath, Physiotherapist, Podiatrist, Reflexologist, and Speech Therapist. This includes acupuncture performed by one of the aforementioned regulated health professionals.
Eye Exams	\$150 every 2 years
Glasses / contacts	\$500 every 2 years
Basic Dental	\$2,500/year, 100% coverage
Major Dental	\$3,000/year, 100% coverage
Orthodontics	\$3,000/lifetime, 100% coverage

Recall exams children	6 months
Recall exams adults	9 months
Dental fee guide	Current

Standard medical services and supplies may be covered as determined by the benefits carrier subject to reasonable and customary charges.

**ARTICLE 49 - EARLY RETIREMENT**

- (a) Employees who elect early retirement with no penalty in accordance with OMERS regulations (90-factor or 30-year provision) before age 65, are entitled to receive all extended health, dental, life and AD&D insurance benefits for each of the retiree and enrolled spouse (if applicable). These benefits would cease when the retired employee reaches age 65.
  
- (b) Employees who have completed twenty (20) years of service with the Commission and/or its predecessor employers, and have reached a minimum age of fifty-five (55) and elect early retirement, but have not obtained the OMERS factor, shall be entitled to receive all extended health, dental, life and AD&D insurance benefits, for each of the retiree and enrolled spouse (if applicable). These benefits would cease when the retired employee reaches age 65.

**ARTICLE 50 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM (EFAP)**

An Employee and Family Assistance Program will be available to all employees and their immediate family. The cost associated with this program will be paid by the Commission.

**ARTICLE 51 - WELLNESS DAYS**

- (a) All employees shall be granted four (4) wellness days per calendar year. When used, wellness days shall be paid out at ninety (90%) percent of shift value. Wellness days shall be granted on any day excluding Statutory Holidays. Wellness days may be used retroactively provided notice is given within the current pay period.
  
- (b) Unused wellness days shall be paid out on the basis of eight (8) hours, by January 31st of the following year. Exception: maintenance employees on signed straight ten (10) hour shifts shall be paid on the basis of ten (10) hours.
  
- (c) Employees shall not be required to use wellness days prior to applying for STD, LTD, or other leaves of absence, in accordance with the ESA.

## **ARTICLE 52 - BEREAVEMENT LEAVE**

- (a) All employees are entitled to five (5) working days bereavement leave with pay, if they suffer the death of: spouse (including fiancé, common-law), child, step-child, parent, step-parent, parent-in-law, and sibling. All employees are entitled to five (5) working days bereavement leave with pay, if they suffer an early pregnancy loss.
- (b) All employees are entitled to three (3) working days bereavement leave with pay, if they suffer the death of: child-in-law, sibling-in-law, grandchild, grandparent, grandparent-in-law, and step-sibling.
- (c) All employees are entitled to one (1) working day bereavement leave with pay, if they suffer the death of: niece, nephew, niece-in-law, nephew-in-law, aunt, uncle, and great grandparent.
- (d) In the event of a memorial service or celebration of life being held at a later date, bereavement leave may be split into two (2) parts.
- (e) If bereavement occurs during an employee's scheduled vacation, the number of bereavement days allowed shall replace the vacation day(s). The lost vacation days shall be taken at a later date or paid out at the employee's request. Vacation days that are to be rescheduled will be done so by mutual agreement between the employee and the Commission.
- (f) Special circumstances may alter requests for bereavement leave, and when necessary, further leave may be granted at the discretion of the Commission.
- (g) Bereavement leave days will be paid out at shift value.

## **ARTICLE 53 - MEDICAL FORMS**

Any medical form or documentation requested by the Commission or the MTO shall be paid first by the employee and then be reimbursed in full by the Commission on the next pay period. The Commission will further reimburse employees for medical forms required by its group health insurance provider up to a maximum of two (2) occurrences per calendar year. Proof of the expense such as a receipt, is required for reimbursement.

## **ARTICLE 54 - EMPLOYEES RETURNING TO WORK**

- (a) Employees who have been absent for an illness, or injury, and who did not receive STD, LTD, or WSIB benefits, shall only be required to submit a medical note if the absence exceeds four (4) consecutive working days. Medical notes shall confirm the employee's ability to return to regular duties. If accommodations are required, restrictions and

limitations must be provided, and further medical documentation may be required on forms supplied by the Commission.

- (b) Employees returning from STD, LTD, or WSIB shall not be required to provide a medical note to the Commission upon their return to work.
- (c) Employees returning after their absence, including but not limited to, STD, LTD, WSIB, or an LOA in accordance with the ESA, shall be paid out all scheduled vacation, floater days, lieu days, statutory holidays, and any other monetary entitlements within the first two (2) pay periods following their return to work.

#### **ARTICLE 55 - SEAT CUSHIONS**

Employees who choose to purchase a seat cushion, lumbar support device, or backrest support for driving shall be reimbursed by the Commission up to a maximum of seventy-five (\$75) dollars every two (2) years, upon submission of receipt.

#### **ARTICLE 56 - SHOWER FACILITIES**

The Commission shall maintain shower facilities at all of its sites that perform maintenance work on vehicles. The Commission shall also supply and maintain soap dispensers for such showers.

#### **ARTICLE 57 - HEALTH & SAFETY**

Both parties recognize the importance of safe working practices as applied both to the passengers of the service, the employees, and general public. The Commission shall make reasonable provisions for the health and safety of its employees during their hours of employment. It is agreed that both the Commission and Union shall co-operate to the fullest extent possible in the prevention of accidents and incidents in the promotion of health and safety of all employees. The Union, Commission and Joint Health & Safety Committee shall co-operate in complying with the Ontario Occupational Health & Safety Act.

#### **ARTICLE 58 - VIDEO CAMERAS**

All video cameras installed on property or equipment are for health and safety and security purposes, as well as for the review of accidents. Management shall not use security cameras for disciplinary purposes of its employees. The only exceptions shall be regarding an employee who may be involved in criminal activity (ie. theft, assault, damaging property etc), an accident, use of a mobile device while driving as defined by Ontario's distracted driving law, or the tampering of video equipment.

## SECTION IV - OPERATIONS

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### ARTICLE 59 - GENERAL

All employees in the Operations department shall be full-time.

### ARTICLE 60 - NEW EMPLOYEE WAGE RATES

Newly hired employees in the operations department shall be paid at the following rates:

- While in training and probationary period: ten (\$10) dollars below top rate
- Following probationary period until eighteen (18) months: five (\$5) dollars below top rate
- Eighteen (18) to thirty (30) months: two fifty (\$2.50) below top rate

These rates do not apply to employees transferring from other sites or departments.

### ARTICLE 61 - ASSIGNMENTS

- (a) All pieces of work in all assignments shall start and end at the same report location. Report locations shall be at a transit facility where adequate employee parking is available as per *Article XX - Parking*.
- (b) All assignments shall pay a minimum of eighty (80) hours per fourteen (14) day period, and a maximum of eighty-four (84) hours, excluding report time. The Commission may create assignments that exceed eighty-four (84) hours per fourteen (14) day period upon written agreement from the Union.
- Exception: All Welland assignments will pay a minimum of seventy (70) hours per fourteen (14) day period in 2024, and then increase to eighty (80) hours upon the commencement of the January sign-up 2025.
- (c) Spareboard assignments shall have a minimum guarantee of forty (40) hours per seven (7) day period.
- (d) Assignments shall start on Sunday and end on Saturday.
- (e) Assignments, including spareboard, shall operate on a six (6) week rotation for the purpose of off-days.
- (f) Assignments shall have a minimum of four (4) off-days and a maximum of six (6) off-days per fourteen (14) day period.

- (g) Report time, turn-out time, and travel time shall be included in all applicable assignments.
- (h) All spareboard and floater relief assignments shall have a minimum of eight (8) hours rest period between daily shifts. All regular assignments, including RG and vacation relief, shall have a minimum of ten (10) hours rest period between daily crews. An employee on a vacation relief assignment who is covering a spareboard assignment will be governed by all spareboard assignment rules.
- (i) All pieces of work in all assignments, including spareboard work, shall be paid a minimum of two-and-a-half (2.5) hours at the applicable rate.
- (j) Split runs/crews shall have a spread of no more than twelve (12) hours.
- (k) If a run/crew contains more than one (1) break/split in a given day, only one (1) break/split can be unpaid.
- (l) Time will be computed on a minute basis for all work performed in one service day. Time shall be computed continuously when the interval or release from duty does not exceed sixty (60) complete minutes, breaks excluded.
- (m) Preference of off-days, mixing of run/crew types in assignments, and the introduction of new run/crew types or assignments shall be determined in consultation with the Union scheduling committee as per *Article 81 - Scheduling Committee*.
- (n) A minimum of fifty percent (50%) of assignments in the operations department at each site will be prime work. Prime work may consist of:
  - Day 1 piece
  - Night 1 piece
  - Day 2 piece
  - Night 2 piece
  - Late 2 piece
  - Para Day 2 piece
  - Day 12-hour
  - Night 12-hour

Note: Subject to an LOU determined by the scheduling committee.

## **ARTICLE 62 - REDUCED GUARANTEE (RG) ASSIGNMENTS**

- (a) At each site, the Commission may create a maximum of one (1) RG assignment for every six (6) assignments with guarantee.



- (b) RG assignments shall pay a minimum guarantee of sixty-four (64) hours per fourteen (14) day period, with a maximum of sixty-five percent (65%) of guaranteed hours in each seven (7) day period.
- (c) RG assignments shall have a spread of no more than thirteen (13) hours.
- (d) Employees working RG assignments shall be considered by the Commission to be full-time employees for the purposes of OMERS and all benefits in this agreement.
- (e) Employees arriving late, not completing their shift, or booking off shall have their guarantee reduced by the actual amount of time missed.
- (f) RG re-signs may occur within a general sign-up, as required by the Commission, to cover reduced or increased work for educational institutions and tourism routes. In addition, the RG re-signs may be used to cover vacations, floaters, lieu days and training. There will be a maximum of two (2) re-signs per general sign-up at each site, with a total of no more than four (4) weeks affected at each site.

#### **ARTICLE 63 - VACATION & FLOATER RELIEF**

- (a) The Commission shall create vacation and floater relief assignments at each site, as required, to cover employee vacations and floater/lieu days, in accordance with *Article 61 - Assignments*.
- (b) Vacation and floater relief sign-ups shall be in accordance with *Article 70 - General sign-up, subsections (d) through (i)*. Vacation and floater relief sign-ups shall be posted within ten (10) days of the completion of the general sign-up process, and shall remain posted for at least three (3) days before signing begins.
- (c) Vacation and floater relief employees covering spareboard assignment(s) shall follow spareboard rules and be entitled to exercise their seniority for the purpose of overtime.
- (d) Vacation and floater relief employees covering RG assignment(s) shall have the choice of working the RG assignment(s) or working open spareboard with guarantee. If the employee chooses open spareboard, the off-days shall remain the same as the RG assignment. The choice is to be provided in writing to Dispatch & Control at least five (5) days prior to the first day of the assignment. If a choice is not provided to the Commission, then the employee will be placed on open spareboard.
- (e) When an employee signs a vacancy posting, vacation and floater relief assignments shall not be affected. The employee signing the posting will be placed on open spareboard for the days that the vacant employee has signed vacation or floater days.

## **ARTICLE 64 - OVERTIME**

- (a) The overtime rate, unless otherwise specified, shall be one and one-half (1.5) times the employee's regular rate. Any applicable shift premiums shall be included when calculating overtime. Exception: Regular rate shall be paid for a period of up to ten (10) minutes worked immediately following the completion of a regular shift due to being late returning to the report location.
- (b) Overtime shall be paid for all work in excess of signed assignments, for all work on off-days, and for all work on Statutory Holidays.
- (c) All overtime shall be offered first to employees on spareboard.
- (d) Overtime shall be paid to spareboard employees for all work on each day in excess of eight (8) hours or in excess of twelve (12) hour spread. Spareboard employees assigned a run/crew on the spare sheets by 1:30pm on the day before, shall be paid crew value at the regular rate.
- (e) Should the full site seniority list and all overtime options be exhausted, and there is still an insufficient number of employees to cover all assignments, then employees will be required to work overtime beginning with the most junior available employee at the affected site.
- (f) For employees not on spareboard who wish to work overtime during a sign-up, an overtime sign-up shall be posted at the same time as the regular sign-up. The overtime sign-up will include three (3) categories that employees may choose to sign: AM, PM, and off-day. The overtime sign-up will be removed when the regular sign-up process is complete.
- (g) Employees not on spareboard who signed to work overtime may choose to remove themselves from the overtime list at any time, by notifying the Dispatch and Control Supervisor in writing. Employees may choose to add themselves to the overtime list or add to their previous selections by notifying the Dispatch and Control Supervisor in writing, however this will only be allowed once per sign-up.

## **ARTICLE 65 - LUNCH BREAKS**

- (a) Thirty (30) minutes to a maximum of forty-five (45) minutes without pay shall be granted on all 2-piece runs/crews, excluding splits, for lunch break. Lunch break will be scheduled based on time on duty, which excludes report, turn out and turn in time, and must not be less than three (3) hours and not more than five hours and fifteen minutes (5:15) from the start of the shift. The earliest starting assignments shall be given the earliest lunch breaks as far as practical.

- (b) The Commission may provide dynamic lunch breaks on all paratransit or on-demand assignments. The dynamic lunch, which can change daily, will be thirty (30) minutes to a maximum of forty-five (45) minutes without pay, and will be scheduled no sooner than three hours and thirty (3:30) minutes from the beginning of the shift and no later than four hours and thirty (4:30) minutes from the beginning of the shift.
- (c) The parties recognize that the ESA dictates that the maximum time on duty before a break is five (5) hours, but the parties further recognize that this agreement constitutes a better benefit.
- (d) In the case of employees who are not able to start their lunch on time, Supervisors shall provide them with the option to take their full break, or to receive a meal allowance in place of receiving their full break.
- (e) Commission representatives shall not disturb employees with any work related business while on their lunch break. If an employee is required to speak to a Commission representative on their lunch, they shall be compensated at the overtime rate for the entire duration of their break.

#### **ARTICLE 66 - REPORT TIME**

All daily work assignments shall include eight (8) minutes of report time at the start of the shift so that employees have adequate time to sign-in, check for assigned vehicle, read notices, and check for detours.

#### **ARTICLE 67 - TURN OUT (PRE-TRIP) TIME**

For each piece of work that requires a bus to be taken from a transit facility, twelve (12) minutes of turn-out time shall be paid to perform a pre-trip inspection of a bus and document the findings.

#### **ARTICLE 68 - TRAVEL TIME**

- (a) Travel time will be paid to employees when they are required to travel between transit facilities, report locations, locations where pieces of work start or end, and relief points.
- (b) The Commission shall provide vehicles for on-duty employees required to travel between report/start/end/relief points. Employees shall not use their personal vehicles while on-duty.
- (c) Travel time shall be included as a part of assignments, and cannot be used to reduce the interval between assignments.

(d) When overtime rates are applicable, travel time shall be included at such rate.

## **ARTICLE 69 - GENERAL SIGN-UP**

(a) There shall be 3 general sign-ups each year at each site:

- Winter (beginning in January)
- Summer (beginning in May)
- Fall (beginning in September)

Sign-up dates will be set for the upcoming year, in consultation with the Union, prior to posting of the next year's vacation. One (1) additional general sign-up may be created by mutual agreement of the parties.

(b) A sign-up in the signing process shall be referred to as the approaching sign-up. A sign-up that is in service shall be referred to as the current sign-up.

(c) The regular sign up shall be posted eight (8) weeks in advance of the effective date, unless otherwise agreed by the Commission and the Union. Employees shall begin signing Monday of the seventh (7<sup>th</sup>) week preceding the effective date of the schedule.

(d) Each employee shall be allotted thirty (30) minutes to sign. The first employee listed to sign on a specific date shall be allowed 7:00am-7:30am, second 7:30am-8:00am, and then in half-hour intervals until 6:30pm-7:00pm, to a maximum of twenty-four (24) employees per day. Signing will take place Monday to Friday, excluding statutory holidays.

(e) Should an employee be working during their signing slot time, the Commission will send another employee to have the signing employee relieved so they can review the sign-up and sign their choice of assignment.

(f) Should an employee fail to sign in their allotted time, their name shall be bypassed and a selection shall be made from the remaining unsigned work when they report to sign.

(g) If an employee is to be absent during the signing of the sign-up, they shall leave a written choice of assignments with the on-duty or dispatch supervisor on a form provided by the Commission. When it becomes their turn to sign, their selection shall be made by a Commission representative, in accordance with assignments open and choice of assignments made.

(h) An employee who signs an assignment, unless displaced in the application of seniority rules, shall remain on such assignment until the next regular sign-up, unless mutually agreed upon between the Commission and the Union.

- (i) There shall be no reduction in the number of assignments or hours of assignments during any current sign-up or after the approaching sign-up has been posted. Changes in assignments shall be discussed with the Union prior to going into effect.

## **ARTICLE 70 - VACATION SIGN-UP**

- (a) Vacation sign-ups shall be conducted separately at each site. Employees vacations shall be selected by seniority and entitlements in *Article 27 - Vacation*.
- (b) Vacation weeks shall begin on Sunday. For each week in the calendar year, the Commission will ensure that there are enough vacation slots available.
- (c) When the vacation sign-up is posted, all vacation weeks that contain a statutory holiday as defined in *Article 26 - Statutory Holidays* will be noted. Should an employee sign a week containing a statutory holiday they shall have an additional floater day added to their floater entitlement bank to be used in accordance with *Article 71 - Floater sign-up*.
- (d) The Commission may permit employees in extenuating circumstances to carry one (1) vacation week over to the next calendar year.
- (e) The prime vacation period shall be defined in *Appendix B - Definitions*. Employees with four (4) weeks vacation or less shall sign no more than two (2) weeks during the prime vacation period. Employees with five (5) weeks vacation or more may select up to three (3) weeks during the prime period.
- (f) The vacation sign up shall be posted on the 1<sup>st</sup> of October for the following year, with signing to begin on the following Monday.
- (g) Each employee shall be allotted one (1) hour to sign. The first employee listed to sign on a specific date shall be allowed 7:00am-8:00am, second 8:00am-9:00am, and then in one (1) hour intervals until 6:00pm-7:00pm, to a maximum of twelve (12) employees per day. Signing will take place Monday to Friday, excluding statutory holidays.
- (h) Should an employee be working during their signing time, the Commission will send another employee to have the signing employee relieved so they can review the sign-up and sign their choice of assignment.
- (i) Should an employee fail to sign in their allotted time, their name shall be bypassed and a selection shall be made from the remaining unsigned vacation weeks when they report to sign. Should an employee not sign all their vacation weeks in their allotted time, they may choose their remaining weeks anytime thereafter.
- (j) If an employee is to be absent during the signing of the sign-up, they shall call or leave a written choice of vacation with the on-duty or dispatch supervisor on a form provided by

the Commission. When it becomes their turn to sign, their selection shall be made by a Commission representative, in accordance with assignments open and choice of assignments made.

#### **ARTICLE 71 - FLOATER SIGN-UP**

- (a) Floater day sign-ups shall be conducted separately at each site, and shall occur concurrently with the vacation sign-up following the procedure in *Article 70 - Vacation sign-up, subsections (f) through (j)*.
- (b) Floater days shall be selected by seniority on any day of the week, over the entire calendar year. For each day in the calendar year, the Commission shall ensure that there are enough floater day slots available.
- (c) Employees may elect to sign all, some, or none of their floater days during the floater sign-up. If an employee elects not to sign all their floater days they shall wait until the floater sign-up is complete, at which time all unsigned floater days will be added to the employee's entitlement bank.

#### **ARTICLE 72 - STATUTORY HOLIDAY POSTINGS**

- (a) Statutory holiday postings shall be conducted separately at each site. A notice of statutory holiday assignments identifying all available work shall be posted for bidding no later than Monday at 8am in the week before the holiday and removed on Friday at 1pm of the same week. Employees shall rate their choice(s) of work in order of preference. Each piece of work shall be awarded by site seniority.
- (b) Once the statutory holiday work is finalized and awarded, the employee after the most junior employee working said holiday will go to the top of the list for the next statutory holiday. Preference of overtime shall not be given to spareboard employees. A copy of each finalized statutory holiday posting shall be forwarded to the Union.

#### **ARTICLE 73 - CALL-INS**

- (a) Employees reporting for duty immediately before or after their scheduled assignment and are not used because of cancellations, shall be paid two-and-a-half (2.5) hours at the applicable rate. Otherwise, employees reporting outside of their regular scheduled assignment and are not used because of cancellations, shall be paid four (4) hours at the applicable rate.

- (b) When employees are notified or called to work and later have their assignment changed, such change shall not be considered a cancellation, but the total time of the new assignment cannot be less than the original assignment.
- (c) Employees notified or called to report for duty and are cancelled later, shall be paid four (4) hours at the regular rate.
- (d) Employees called in and asked to report to work within sixty (60) minutes shall be paid from the time called. Employees called in for a specific report time shall be paid an extra thirty (30) minutes at the regular rate.
- (e) Employees called in and assigned to a specific crew starting before 8:00am must not be called earlier than one and one-half (1.5) hours before the start time of the assignment.
- (f) Employees assigned work, and later have their assignment changed to an early morning crew, must not be called after 9:00pm and, if called in the morning, not until one and one-half (1.5) hours before the assigned report time.

#### **ARTICLE 74 - REPORTING LATE**

- (a) If an employee reports late for work and arrives by the end of their report time, the employee shall be given their work back. If an employee reports late for work and arrives after their report time has ended, and their work has been started by a report employee, the report employee shall be given the choice to keep the work or return it to the employee reporting late. If the report employee chooses to keep the work, the employee reporting late shall be offered any available work that cannot be covered by the Spareboard at that time.
- (b) An employee reporting late who arrives after their report time has ended shall forfeit seniority rights for the day but shall be used on assignments open. There may not be work available for the employee reporting late. Late is defined as not being signed-in at the transit facility at your scheduled report time.
- (c) Employees arriving late, not completing their shift, or booking off shall have their guarantee reduced by the actual amount of time missed.

#### **ARTICLE 75 - BREAK ALLOWANCE**

- (a) An annual allowance of five hundred fifty (\$550) dollars will be paid by the Commission to all employees in the Operations department in lieu of regularly scheduled work breaks. This allowance will be paid during the first pay period in December.

- (b) For new employees hired in the current year, or employees transferring from another department, break allowance shall be:
- \$550 if hired or transferred in the first general sign up
  - \$350 if hired or transferred in the second general sign up
  - \$150 if hired or transferred in the third general sign up

## **ARTICLE 76 - MEAL ALLOWANCE**

Meal allowance of ten dollars and fifty cents (\$10.50) shall be paid after 5 hours and 15 minutes (5:15) on duty without break, and again at each five (5) hour interval thereafter. Meal allowance shall not be granted when an employee is held for one (1) trip due to relief not showing.

## **ARTICLE 77 - TRAINING PAY**

Employees engaged in the training of new employees shall receive the amount of two (\$2) dollars per hour over the regular rate for all such service. If an employee is required to fill out a report on the status of a new employee, they shall be paid ten (10) minutes at the regular rate to do so.

## **ARTICLE 78 - TRAINING OF EXISTING EMPLOYEES**

- (a) All employees required to complete training by the Commission shall be paid, at a minimum, the actual time required to complete the training.
- (b) The Commission may schedule training during an employee's regular scheduled run/crew with no payment of overtime.
- (c) Employees who are required to complete a full day of training outside of their regular scheduled assignment shall be notified in writing at least fourteen (14) days in advance. In such cases the employee's regular assignment shall be covered, and they shall receive the greater of: (8) hours pay or run/crew value.
- (d) Should the Commission request an employee to work both their regular assignment and attend training on the same day, the employee shall be paid their run/crew value at the regular rate and the training at the overtime rate. Should there be a gap or break between the end of the employee's shift and the start of training, such time will be included at the overtime rate.
- (e) Employees shall not be required to complete training on their scheduled off-days.



## ARTICLE 79 - UNIFORMS

- (a) The Commission shall, at its own expense, supply operations employees with all required uniform items upon hiring and at twenty-four (24) month intervals thereafter.
- (b) Initial issue will include:
- |  | Points (each): |
|--|----------------|
| • four (4) pairs of pants / cargo pants / shorts       | 40             |
| • five (5) shirts / golf shirts                        | 40             |
| • three (3) sweaters / sweater vests / zip-up sweaters | 110            |
| • one (1) spring jacket                                | 45             |
| • one (1) winter parka / 3-in-1 jacket                 | 175            |
| • one (1) baseball hat                                 | 20             |
| • one (1) toque / beanie                               | 10             |
| • four (4) pairs socks                                 | 10             |
| • one (1) tie  | 10             |
- (c) At twenty-four (24) month intervals thereafter, employees shall be awarded five hundred and fifty (550) uniform points to be used to purchase items of their choice.
- (d) At forty-eight (48) month intervals thereafter, employees shall be issued their choice of one (1) 3-in-1 jacket or winter parka.
- (e) All shirts will have at least one breast pocket if supplier availability allows. All uniform items shall be gender-specific. Baseball hats shall be worn squarely on an employee's head with the brim facing forwards.
- (f) The Commission shall, upon request by an employee, replace worn out or damaged or stolen uniform items. The Commission shall provide replacement uniform items, upon request, to employees who have experienced significant weight loss or gain, and to employees who become pregnant.
- (g) Employees who require alterations to any of their uniform items due to uncomfortable/improper fit, shall be reimbursed upon approval by a uniform supervisor and upon submission of receipt on the employee's next pay.
- (h) If supplied uniform items do not fit, non-issued uniform items may be purchased upon approval by a uniform supervisor. The employee shall be reimbursed upon submission of receipt on their next pay.
- (i) The Commission shall, upon request, supply a raincoat and umbrella to employees working Paratransit.
- (j) The ATU Local 846 logo shall be found on the upper right arm of all jackets, 3-in-1's and parkas. A digital image file of the Union logo shall be supplied to the Commission by the Union.

- (k) Employees will be required to purchase their own work footwear which will be reimbursed by the Commission up to one-hundred and fifty (\$150) dollars per calendar year. Footwear may include items such as socks and non-orthotic shoe inserts. All footwear shall be completely black and shall be worn at all times while on duty. Additional colours must be approved by the uniform supervisor. A receipt is required for reimbursement, and once received by the Commission the amount will be added to the next pay period.
- (l) If an employee resigns within six (6) months after a portion or complete uniform issue has been received, uniform items must be returned to the Commission.

## **ARTICLE 80 - PART-TIME DRIVER TRAINERS**

- a) The Commission may create a maximum of fifteen (15) Part-Time Driver Trainer positions to deliver all training to employees. This may include the Driver Certification Program (DCP), refresher training, return-to-work training, re-training, and training on new equipment and technologies.
- b) Part-time Driver Trainers will not impose discipline or be involved in the disciplinary process of employees in any way.
- c) Part-Time Driver Trainer positions will not be guaranteed a minimum number of training programs per year.
- d) The Commission reserves the right to schedule trainers as required. Trainers will be given a minimum of fourteen (14) days notice of all scheduled training shifts.
- e) The trainer's regular signed assignment will be posted as a vacancy for signing if they are training for thirty-six (36) consecutive days or more.
- f) The Commission reserves the right to determine the minimum qualifications, which includes that they are currently employed in the Operations department.
- g) A shift premium of ten (\$10) dollars per hour is paid above the current top rate for Operators for hours worked as a trainer. This shift premium will also be paid for all training and certification required.
- h) A Part-Time Driver Trainer is guaranteed the greater of their weekly crew value or forty (40) hours per week while training.
- i) A Part-Time Driver Trainer will receive overtime for any hours above their weekly crew value.

## **ARTICLE 81 - SCHEDULING COMMITTEE**

- (a) The scheduling committee is established to provide the Union an opportunity to review assignments, schedules, routes, travel times, rosters, and provide management with feedback and input, and to suggest changes. The Commission will, whenever possible, accommodate input and changes brought forth by the Union. The Commission will have the final decision on all assignments, schedules, routes, travel times, and rosters.
- (b) The Union President or their designate will act as ex-officio and will appoint up to two (2) bargaining unit members from each operations department, from each site.
- (c) The Commission representative(s) at all scheduling committee meetings shall be the department Head and/or person(s) in charge of scheduling.
- (d) The Commission will provide a draft schedule to the Union at least fourteen (14) days prior to the committee meeting. The committee will meet at least once, eighteen (18) days prior to the posting of each scheduled regular sign-up. This meeting will only be cancelled if both the Commission and Union agree that it is not necessary.

## **ARTICLE 82 - SERVICE REVIEW COMMITTEE**

The Commission shall host service review meetings three (3) times per year, to coincide with general sign-ups. The Union President or their designate will act as ex-officio and will appoint up to six (6) rank and file bargaining unit members. The purpose will be to discuss the placements of stops, time points, schedule adherence, passenger volume, and training needs.

## **SECTION V - MAINTENANCE**

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### **ARTICLE 83 - GENERAL**

- (a) The Commission agrees that it will not create any undue burden on any employee working alone. No overhead hoist work or heavy lifting over 50 lbs is expected to be done while working alone.
- (b) All employees in the Maintenance department shall be full-time.
- (c) All skilled tradespersons and servicepersons shall be offered the opportunity to be trained and hold a "C-Z" license.

- (d) The total staffing complement of the maintenance departments at all sites shall be a minimum of fifty-three (53) employees, not including apprentices.
- (e) Any maintenance employee that accepts a promotion outside of the bargaining unit must remove their tool box and empty out their company supplied lockers prior to the start of the new position. The Commission shall provide the use of a service vehicle and/or trailer to allow the promoted employee to bring their toolbox and equipment home.
- (f) Any maintenance employee who is awarded a position at another site shall be afforded adequate paid time and the use of a service vehicle and/or trailer to move their toolbox and equipment to the new site.

## **ARTICLE 84 - JOB CLASSIFICATIONS**

Job descriptions will be provided for all positions in the maintenance department and copies of such shall be provided to the Union. The job classifications in the maintenance department shall include:

- Licensed Truck and Coach Technician (310T)
- Licensed Automotive Service Technician (310S)
- Licensed Bodyperson (310B)
- Certified Tire Technician
- Serviceperson
- Stores Clerk
- Vehicle Detailer

## **ARTICLE 85 - HOURS OF SERVICE**

- (a) All assignments in the Maintenance Department shall be on the basis of forty (40) hours per week. Assignments shall be either five (5) shifts per week at eight (8) hours per day, or four (4) shifts per week at ten (10) hours per day.
- (b) All maintenance employees shall be provided a minimum of eight (8) consecutive off-duty hours in a twenty-four (24) hour period.
- (c) Regular assignments shall have a consistent starting time on weekdays, and the regular starting time shall not be changed without at least twenty-four (24) hours notice.
- (d) Maintenance personnel called from home by the Commission to perform any work outside their regularly scheduled hours shall receive the greater pay amount of: four (4) hours pay at the regular rate, or pay for hours worked at the prevailing overtime rate.

- (e) No Maintenance employee shall forfeit any time due to change of shift.
- (f) There shall be no rotation of shifts in the Maintenance department, with the exception of probationary employees hired during the current sign-up, relief positions, employees participating in training, and apprentices.
- (g) Statutory holiday pay will be based on the employees regular scheduled shift value.

## **ARTICLE 86 - OFF-DAYS**

- (a) Employees on eight (8) hour shifts shall be assigned two (2) off-days in each seven (7) day period. Off-days shall be consecutive, and preference shall be given first to Saturday-Sunday, then Friday-Saturday or Sunday-Monday.
- (b) Employees on ten (10) hour shifts shall be assigned three (3) off-days in each seven (7) day period. At least two (2) off-days shall be consecutive, and preference shall be given first to Saturday-Sunday, then Friday-Saturday or Sunday-Monday.
- (c) There shall be no rotation of off-days in the Maintenance department, with the exception of probationary employees hired during the current sign-up, relief positions, employees participating in training, and apprentices.

## **ARTICLE 87 - MEAL PERIOD & BREAKS**

- (a) Employees working eight (8) hour shifts shall be allowed a twenty (20) minute meal period and a ten (10) minute break during their shift, without deduction in pay. The meal period shall be assigned between the end of the fourth (4th) hour and the beginning of the sixth (6th) hour.
- (b) Employees working ten (10) hour shifts shall be allowed a twenty (20) minute meal period and two (2), ten (10) minute breaks during their shift, without deduction in pay. The meal period shall be assigned between the end of the fourth (4th) hour and the beginning of the sixth (6th) hour.
- (c) Employees will be provided an additional ten (10) minute break for every two (2) full hours of overtime worked.
- (d) Meal period start times may be changed by mutual agreement of the Union Scheduling Committee and the Commission. So that there will always be someone available at the garage to respond to service needs, mechanics and servicepersons will not take rest and lunch breaks at the same time.

- (e) Employees who agree to work during their meal period shall receive pay at the prevailing overtime rate on a per-minute basis.
- (f) All maintenance employees shall be given ten (10) minutes of paid wash-up time prior to the end of their shift.

## **ARTICLE 88 - OVERTIME**

- (a) Maintenance personnel shall be paid overtime at the following rates:
  - time and one-half (1.5x) for hours worked in excess of regular scheduled shifts
  - double-time (2x) for hours worked on any day in excess of twelve (12) hours
- (b) In cases where an employee is asked to do an additional assignment without twenty-four (24) hours advance notice, pay for such additional time shall be paid at two times (2x) the regular rate.
- (c) Shift premiums shall be included when calculating all overtime.
- (d) Employee's regularly scheduled shifts shall not change in order to absorb overtime.

## **ARTICLE 89 - OVERTIME FOR EMERGENCY CALLS**

- (a) Employees called in for emergencies on their off time/day shall be paid at time and a-half (1.5x) their regular rate from the time they are called for a minimum of four (4) hours regardless of time worked.
- (b) Employees called for emergency overtime but cancelled before arrival will be paid two (2) hours at their regular rate.

## **ARTICLE 90 - MANDATORY OVERTIME**

- (a) In the event that a shift, due to a book off or unforeseen absence, remains unfilled after being offered as per *Article 91 - Overtime Equalization* the Commission may direct the most junior available employee of the job classification to cover one (1) shift. If this junior employee is not notified at least twenty-four (24) hours prior to the shift, they are to be paid at double (2x) their regular rate.
- (b) Maintenance employees can only be forced to work up to a maximum of forty-eight (48) hours per week.
- (c) Mandatory overtime will not be accounted for on the overtime equalization sheet.

## **ARTICLE 91 - OVERTIME EQUALIZATION**

- (a) Overtime opportunities shall, as far as practicable, be equalized among employees in each classification at each site, excluding mandatory overtime, with such opportunity given first to the employee with the lowest overtime hours calculated from the beginning of the year. Overtime offered to each employee shall be recorded by the Commission and shall be available for inspection at all times by Union representatives.
- (b) Separate overtime logs will be maintained for each classification at each site in the Maintenance department. New logs will commence on January 1st of each year and expire on December 31st of the same year.
- (c) Starting on January 1st of each year overtime will be called in seniority order, the senior employee being called first. After the seniority list has been exhausted once, the employee with the least number of overtime hours will be called first.
- (d) Under normal circumstances the difference in overtime hours between any two employees will be ten (10) hours or less, unless an employee is on vacation, or otherwise unavailable for overtime, in which case the difference can be greater.
- (e) An employee who has a lower number of overtime hours due to an absence other than vacation, and who is interested in working overtime upon their return, shall be logged as having the average number of overtime hours of all employees in their job classification on the date of their return.
- (f) For the purpose of tracking overtime hours, an employee who has refused overtime will be logged as if they had worked the number of hours refused.
- (g) If employees decline multiple overtime opportunities for the same day, only the one with the earliest start time can be recorded as declined.
- (h) Employees' regular hours shall not be reduced when working overtime hours.

## **ARTICLE 92 - GENERAL SIGN-UP**

- (a) There shall be two (2) general sign-ups per year for all maintenance employees. The first sign-up will commence on the first Sunday in April, and the second will commence on the first Sunday in October.
- (b) A shift sign-up for each job classification will be posted at each Maintenance site six (6) weeks prior to the sign-up start date, and signing will begin five (5) weeks prior to the sign-up start date.

- (c) One (1) day, excluding Saturday, Sunday, and statutory holidays will be allotted to each employee for the purpose of signing, according to seniority. An employee may call in their selections if they are on vacation, floater or lieu day, or off due to unforeseen circumstances, to their immediate supervisor or Union representative. An employee may be bypassed if they have not made their selection by 11:59pm on their assigned day. A bypassed employee may make their selection any time after being bypassed.

### **ARTICLE 93 - VACATION, FLOATER, & LIEU DAY SIGN-UPS**

- (a) Vacation sign-ups will be posted on the first Monday of October for the following year at each Maintenance site with signing to begin the day following the Thanksgiving Holiday, based on seniority. Each site sign-up will only be for employees at that site. Each job classification will have their own sign-ups.
- (b) Mechanics shall be limited to three (3) vacation spots per week for the entire sign-up so long as only two (2) are on the same shift, at the time of signing.
- (c) Servicepersons shall be limited to one (1) vacation spot per day shift and one (1) spot per afternoon/evening shifts for the entire sign-up, at the time of signing.
- (d) Vehicle Detailers shall be limited to one (1) vacation spot per week, per shift, at the time of signing.
- (e) For classifications, sites, or departments that have fewer than three (3) employees within that group, only one (1) employee is permitted off per week.
- (f) The minimum vacation to be taken at a time is one (1) week. The maximum vacation to be taken during prime time is three (3) weeks.
- (g) The Commission may permit employees in extenuating circumstances to carry one (1) vacation week over to the next calendar year.
- (h) Floater/lieu day sign-ups for each job classification will begin on the Monday following the completion of the vacation sign-up. The number of signing spots for each shift (days/afternoons) for each day of the year shall be all of the remaining unpicked spots from the vacation sign-up.
- (i) Employees will have the choice to not sign floater/lieu days during the sign-up and keep them for future use. Following the floater/lieu day sign-up, the remaining available days shall be posted for signing on a first come first served basis. If more than one employee applies on the same day, seniority shall prevail. Written notice is to be submitted to their immediate supervisor for approval by Tuesday the week before.



- (j) Each employee will have one (1) day (excluding Saturday, Sunday, or statutory holidays) to make their vacation and floater/lieu day selections, respectively. An employee may submit their selections in writing or via email, or they may call in their selections to the book-off line if they are on vacation, floater or lieu day, or off due to unforeseen circumstances, to their immediate supervisor or Union representative. An employee may be bypassed if they have not made their selection by 11:59pm on their assigned day. A bypassed employee may make their selection any time after being bypassed.
- (k) Once both vacation and floater/lieu sign-ups are completed, employees shall be able to change vacation, floater, and lieu days subject to the limitations in this Article. Written notice of the requested change is to be submitted to their immediate supervisor for approval by Tuesday in the week before the change.
- (l) No floater or lieu day requests will be granted on holidays identified in *Article 26 - Statutory Holidays*.
- (m) Transferring employees, be it shift, department or site, will have their existing vacation and floater/lieu days honoured as signed.
- (n) The Commission has full discretion to allow additional vacation, floater, and lieu days spots.

#### **ARTICLE 94 - STATUTORY HOLIDAY SIGN-UP**

- (a) Hours worked on statutory holidays as defined in *Article 26- Statutory holidays* will not be considered for the purpose of overtime equalization as defined in *Article 91 - Overtime equalization*.
- (b) One (1) list for all mechanics and one (1) list for all servicepersons from each site will be posted by seniority, with the employee at the top of each list (excluding off days and vacation) required to work the holiday. Once a holiday is worked, the employees that worked will be placed at the bottom of their list.
- (c) The maximum number of mechanics required to work statutory holidays shall be one (1) per site. The maximum number of servicepersons required to work statutory holidays shall be two (2) per site. If additional employees are required, the parties may mutually agree prior to the date of posting, to allow more than the number of employees specified above. If there is no transit service at a site on a statutory holiday, then there shall be no maintenance employees required to work on that day.
- (d) Any employee required to work the holiday can give the shift away to another employee within the same job classification on the statutory holiday list so long as they notify their supervisor or manager by Tuesday the week before the holiday. The employee giving the

holiday shift away will be credited as if they worked the shift and shall be moved to the bottom of the statutory holiday list.

- (e) Any newly hired or transferring employee entering into the Maintenance department shall not be placed on the statutory holiday list until their probationary period is complete, at which time they shall be placed at the top of the list to work the next statutory holiday.

#### **ARTICLE 95 - PRESERVATION OF RATES**

When an employee is required to perform the duties of another employee receiving a higher rate of pay, they shall immediately receive the higher rate. If an employee is required to perform the duties of another employee receiving a lower rate of pay, they shall continue to receive their regular rate.

#### **ARTICLE 96 - TOOL REPLACEMENT**

- (a) OEM specific, speciality tooling and shop equipment required for working on Commission vehicles shall be supplied and maintained in good working condition by the Commission.
- (b) Broken or worn out tools, and tools which are lost or stolen on the job shall be replaced at the Commission's expense. Replacement tools shall be of equal or higher value. Purchase must be pre-approved by Supervisor to qualify. Employees shall submit an annual tool inventory form supplied by the Commission to their immediate Manager or designate.

#### **ARTICLE 97 - SHIFT PREMIUMS**

- (a) Any regular scheduled shift that begins on or after one thirty (1:30pm) will receive a shift premium of two (\$2) dollars per hour for the entire shift. Any regular scheduled shift that begins on or after 11pm shall be paid a shift premium of three (\$3) dollars for the entire shift.
- (b) All shift premiums shall be paid on all vacation weeks and well as all floater and lieu days.

#### **ARTICLE 98 - TRAINING PAY**

All maintenance personnel training new or transferring employees will be paid a shift premium of two (\$2) dollars per hour for the entire shift. Any licensed skilled trades employee training an apprentice will also receive the training pay premium.

## ARTICLE 99 - CLOTHING & SUPPLIES

- (a) The Commission shall provide the choice of twelve (12) coveralls or twelve (12) pants and shirts to each Maintenance Department employee upon hiring, and the cleaning of the same shall be supplied by the Commission. The Commission shall supply and maintain spare coveralls of varying sizes at each site. During winter months, maintenance department employees may select insulated coveralls as part of their allotment.
- (a) The Commission shall provide the following items to all maintenance department employees once they have successfully completed their probationary period and every twelve (12) months thereafter:
- two-hundred (\$200) dollars for the purchase of hi-visibility seasonal attire at the Commission's authorized vendor(s)
  - one (1) winter toque
  - one (1) baseball hat
- (c) The Commission shall provide one (1) 3-in-1 or 5-in-1 jacket to all maintenance employees once they have successfully completed their probationary period and every thirty-six (36) months thereafter. The ATU Local 846 logo shall be found on the upper right arm of all jackets.
- (d) Issued articles of clothing with excessive wear or damage may be replaced before the regular replacement interval, upon inspection and approval of management.
- (e) Maintenance employees shall be issued one (1) pair of CSA approved rubber boots upon successful completion of their probation period and shall be replaced if worn or damaged upon inspection and approval of management.
- (f) Maintenance personnel shall be reimbursed the cost of prescription safety lens glasses bi-annually or upon request due to wear or damage. Receipts are required for reimbursement., and once received, the amount will be added to the next pay.
- (g) All Maintenance personnel and any other employee required to wear safety footwear, shall be reimbursed for the purchase of CSA approved footwear and including, but not limited to, socks and insoles, up to four-hundred (\$400) dollars per calendar year. Receipts are required for reimbursement, and once received, the amount will be added to the next pay.
- (h) The Commission shall also supply:
- soap, barrier cream, and moisturizer
  - an adequate number of cloth wipes
  - a minimum two (2) smaller lockers or one (1) large locker per Maintenance employee

## **ARTICLE 100 - STORES CLERK**

- (a) Anytime a new stores clerk is hired, the parts supervisor may assist in their training and perform their duties for a period no longer than sixty (60) days after their date of hire.
- (b) At any site with only one (1) stores clerk, it is agreed that when they are off for vacation, floater/lieu days, or leaves of absence/illness of less than fourteen (14) days, the parts supervisor may perform the normal duties of the stores clerk while they are away.

## **ARTICLE 101 - SERVICEPERSON RELIEF POSITIONS**

- (a) One (1) serviceperson relief position may be created at each site. This position will be used primarily to cover vacations. A schedule of such shifts will be provided no later than one (1) week after the regular work sign-up. All scheduled vacation shifts shall not be changed to cover floaters, lieu days, or other absences.
- (b) This position may also be used to cover floaters, lieu days, and temporary vacancies that have unknown durations or are known to be less than fourteen (14) days. Notice of such shifts shall be provided on Tuesday in the week prior to the shift to be changed.
- (c) For weeks/day(s) where there are no vacations, floaters, lieu days, absences, or vacancies to be covered, the hours and respective off days will be provided at the sign-up.

## **ARTICLE 102 - SCHEDULING COMMITTEE**

- (a) The Scheduling Committee is established to provide the Union an opportunity to review shift signups and provide management with feedback and input, and to suggest changes. The Commission will, whenever possible, accommodate input and changes brought forth by the Union. It is recognized that the Commission continues to have the final decision on all shift signups.
- (b) The committee will be made up of the Maintenance Executive Board Member at Large as well as the maintenance stewards from each site for the Union and the DGM of maintenance and/or the maintenance managers from each site for the Commission.
- (c) The Commission will provide a draft of the proposed shift signup to the Union at least fourteen (14) days prior to the committee meeting. The committee will meet at least once, twenty-one (21) days prior to the posting of each scheduled regular sign-up. This meeting will only be cancelled if both the Commission and Union agree that it is not necessary.

## **ARTICLE 103 - ALTERNATIVE VEHICLE TECHNOLOGIES**

The Commission shall provide its maintenance employees with any certification and/or training to repair or maintain alternative-fueled vehicles including, but not limited to, hydrogen, electric, natural gas, etc. before such vehicles are added to the Commission's fleet. The cost of any such training or certification shall be borne by the Commission.

## APPENDIX A

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### WAGE RATES

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
Operator	\$32.55	\$33.52	\$34.53	\$35.57	\$36.63
310T/B Technician	\$39.69	\$41.91	\$43.16	\$44.46	\$45.79
Tire Technician	\$35.38	\$36.44	\$37.54	\$38.66	\$39.82
Service Person *	\$31.80	\$32.77	\$33.78	\$34.82	\$35.88
Vehicle Detailer	\$23.82	\$24.54	\$25.27	\$26.03	\$26.81
Stores Clerk	\$30.54	\$31.46	\$32.40	\$33.37	\$34.37
* Protected at \$0.75 below Operator					

## APPENDIX B - DEFINITIONS

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### AGREEMENT SPECIFIC

**NTC/Commission:** The Niagara Transit Commission

**Union/Local:** The Amalgamated Transit Union Local #846

**Predecessor employers:** Any of: St. Catharines Transit Commission, Niagara Falls Transit, Welland Transit

**Site:** Any facility that the Commission operates out of; currently St. Catharines, Niagara Falls, and Welland

**Department:** Operations and Maintenance

**Day(s):** Consecutive calendar day(s), including weekends, holidays, etc. unless explicitly stated otherwise

**RG:** Reduced guarantee

**Notice:** Any communication posted by the Commission to its employees

**Posting:** An item up for bid (assignment, position, vacation, etc).

**Prime time:** Canada day to Labour day (for the purpose of signing vacation).

**Open overtime:** In the maintenance department, is understood to mean a capped amount of overtime offered on a daily/weekly basis. i.e - two (2) hours a day/ten (10) hours a week or four(4) hours a day/twenty (20) hours a week.

### GENERAL/COMMON

**LOU:** Letter of Understanding

**ESA:** Employment Standards Act

**SIN:** Social insurance number

**OMERS:** Ontario Municipal Employees Retirement System

**OHIP:** Ontario Health Insurance Plan

**WSIB:** Workplace Safety and Insurance Board

**EFAP:** Employee and family assistance program

**STD:** Short term disability

**LTD:** Long term disability

**LOA:** Leave of absence

**JHSC:** Joint Health & Safety Committee

### OPERATIONS SCHEDULING

**Run/Crew:** A daily work assignment which is grouped with other runs/crews to form an assignment.

**Assignment/Roster:** A group of runs/crews and off days that is signed by an employee to form a complete work schedule.

**Piece 1:** The time of departure of the first trip to the time of the relief's first trip departure.

**Piece 2:** The time of departure of the first trip to the time of the relief's first trip departure.

**Report time:** The time an employee should be entering the transit facility.

**Turn out:** Time required to pre-trip a bus and document the findings of the pre-trip inspection.

**Pull out:** Time to travel, with a bus, from the transit facility to the scheduled first pick up location.

**Pull in:** Time to travel, with a bus, from the last scheduled drop off location to the transit facility.

**Turn in:** Time paid when returning a bus, after pull in, to secure the vehicle in the appropriate parking location.

**Travel time:** Time travelling in a transit vehicle to/from a transit facility/scheduled relief point to/from a transit facility/scheduled relief point.

**Relief Deadhead:** Travel in a transit vehicle to/from relief point to/from scheduled transit break location.

**Break:** Time from departure of first relieved trip/arrival at break scheduled break location to the departure of the first relieving trip/departure from the break location.

**Spread:** Start time of the shift to the end of the last piece of the shift.

**Payout/run value/crew value:** The total value of a work assignment in hours and minutes.

**Shortest Break:** In the event of a run/crew having more than one break/split, the employee will be paid through the shortest break/split.



## **APPENDIX C - LETTERS OF UNDERSTANDING**

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BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

**REPORT POSITIONS:**

- Morning report people are present to deal with morning book-offs and late operator arrivals.
- Open work is assigned in accordance with the report time of the crew(s) vacated by absent or late operators.
- Operators assigned to AM Report assignments are eligible for overtime, if required, at the conclusion of their 8 hours. Their seniority would supersede calling in a senior operator on a split. This would not affect the seniority rights of operators already working (day shifts or on report.)
- An operator assigned to PM Report is eligible to stay on overtime for the evening regardless of their seniority, provided their help is required. This entitlement exists even if this operator assumes a piece of work which ends prior to the conclusion of the evening's service.
- If PM Report assumes a night run, the most senior operator available to complete the evening service will be asked to stay. Rest rules must always be adhered to and may exclude an operator from being able to perform the evening work.
- If there are more than two book offs, before 9:00am the senior most available operator will be assigned to the crew. If after 9:00am, the crew will be assigned to the operator that will incur the least amount of overtime to the Commission.

**CALL INS:**

- If an operator is called in to report as soon as possible, the person is paid from the time of the call.
- If an operator is scheduled for report but is called in early, their options must be explained by the person calling. (i.e., They can come in earlier and get their 8 hours in with an earlier finish or want to remain on their regular report time and relinquish the ability to claim time for the am portion of the work day)

- If an operator is called in for a specific time for either a work assignment or for report, the operator gets a 30-minute call in at regular rate not to be computed in the calculations to their guarantee or overtime.
- All operators must provide one phone number which they wish to be used to contact them for any call in.

### **GENERAL:**

- Operators already on duty can be asked to stay on an as-needed basis with no minimum, provided the on-duty supervisor explains the situation at the time of the request.
- 12-hour spread can be used by operators performing split spare board duties and/or combined with RG crews.
- Spare board operators have a guarantee of 40 hours per week, provided they do not have any lates or absenteeism within that period. (No daily 8-hour requirement)
- RG crews are paid on crew value unless supplemented with other work.
- Crews can only be divided as a last resort, once all other options have been exhausted, in order to maintain service.
- If a spare board operator has assigned work and assumes a crew, the report time will be deducted off the crew value and added to their overtime calculation. (This does not apply to assigned multiple pieces)
- If a spare board operator takes over a crew, started by an operator, they are entitled to be paid straight through (lunch included).
- Meal slips are issued for being on duty without a scheduled break after five hours and fifteen minutes (5:15) on duty. An additional meal slip is issued after an additional five hours (5:00) hours on duty.
- All work on the spare board shall be rotated among all spare board operators.
- Spareboard operators shall submit time slips daily. A copy of all time slips requiring corrections shall be emailed to the employee's work email to be corrected. Should an employee not respond to the email, they may not receive the correct amount on their next pay.
- Spareboard operators sign posted sheets for off day overtime work.
- Spareboard operators that are late for their report time lose all their seniority for the day and can be assigned or sent home, for the day without pay, at management's discretion.

### **SPAREBOARD ASSIGNMENTS:**

Spareboard assignments will be created at all sites to cover unsigned work, absences, and lates, in accordance with operational need. The maximum number of spareboard assignments at each site shall be twenty (20%) percent of all other assignments including vacation and floater relief.

**ROTATION OF WORK:**

Work on the spareboard shall be rotated, with the goal being so that at the end of a sign-up, the most senior employees would have the most overtime, and the least senior employees would have the least overtime.

**SPAREBOARD EMPLOYEES WORKING AT OTHER SITES:**

Spareboard employees shall only be allowed to perform work outside of their home site when all the overtime provisions in the collective agreement have been met and the full seniority list at the affected site has been exhausted.

The senior available spareboard employee at all sites shall be asked to perform the work at the affected site, however, the employee may decline the work.

Spareboard employees who are sent to work at another site shall be paid for all time worked, including travel time to and from, as a premium at one and one-half (1.5) times the regular rate of pay.

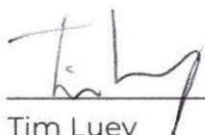
**SPAREBOARD SHEETS:**

Spareboard sheets shall be posted by 1:30pm on the day before they go into effect. Spareboard sheets for Saturday, Sunday, and Monday shall be posted by 1:30pm on Friday.

Electronic copies of daily spareboard sheets from all sites shall be sent to the Union by the end of the business day.

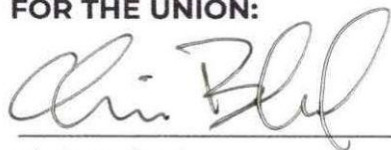
Dated at Thorold, this 8<sup>th</sup> day of November, 2023.

**FOR THE COMMISSION:**



Tim Luey  
Deputy General Manager

**FOR THE UNION:**



Chris Byford  
President/Business Agent



## LETTER OF UNDERSTANDING



BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

Both parties agree that no overtime will be paid out as a result of voluntary shift exchanges. Furthermore, the parties agree that the flexibility provided to employees constitutes a greater right or benefit than the overtime provisions in the Employment Standards Act. There is no intent by the ATU to create overtime for the Commission as a result of shift exchanges.

Both parties agree that if the Ministry of Labour or a Labour Arbitration Award issues an Order finding that this shift exchange program does not constitute a greater right or benefit than the overtime provisions in the Employment Standards Act, then this article will be deemed to be null and void. If deemed null and void as a result of an order, then shift exchanges resulting in overtime to the Commission will not be allowed and both parties have the right to negotiate shift exchanges consistent with any ruling from the Ministry of Labour Order or Labour Arbitration Award.

### Shift exchange rules:

- Employees may exchange full shifts or pieces of shifts, mid-trip reliefs are not permitted.
- Picking up shifts and giving away shifts are both permitted.
- There is no limit to the number of shifts an employee can exchange, pick up, or give away.
- ~~When picking up shifts, the hours may be banked for future use up to a maximum of forty four (44) hours.~~
- Overtime assignments cannot be exchanged.
- Exchanges cannot result in any violation of hours of work or rest period rules such as those in MTO regulations and the collective agreement.
- Supervisors and management cannot deny a shift exchange unless it violates the rules set forth in this letter of understanding.
- Shift giveaways are considered an authorized leave of absence, and if the employee elects to purchase the pensionable time, then they will be responsible to pay both the employee and the employer contributions to OMERS.

- Exchanges involving three (3) or more employees shall not be permitted. Employees cannot exchange, pick-up, or give away a shift that has already been involved in an exchange, pick-up, or give away.
- **There will be no banking of hours associated with shift exchanges, pickups, or give aways. All hours will be added to or deducted from the employees pay in the pay period that the exchange, pick-up, or giveaway takes place.**

Shift exchange procedure:

- A "Shift Exchange" form will be completed and given to a supervisor at least forty-eight (48) hours prior to the exchange, whenever possible.
- In the event of shift exchanges with less than 48 hours' notice, an email shall be sent to [shiftexchange-stc@nrtransit.ca](mailto:shiftexchange-stc@nrtransit.ca) [shiftexchange-nf@nrtransit.ca](mailto:shiftexchange-nf@nrtransit.ca) or [shiftexchange-wel@nrtransit.ca](mailto:shiftexchange-wel@nrtransit.ca) prior to the start of the exchange.
- ~~When giving away a shift, the employee must choose if they want to have the hours of the giveaway deducted from their pay or their banked hours.~~
- ~~When picking up a shift, the employee must choose if they want to have the hours of the pickup added to their pay or their banked hours.~~
- ~~Banked hours can be paid out at any time by notifying the Dispatch and Control Supervisor by Monday in the week of the next regular pay date.~~

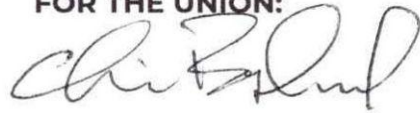
No later than the beginning of the September 2025 General Sign-up, banking of shift exchanges shall be implemented. At this time, all text in this letter of understanding that has been struck-through shall be added back to the LOU, and all bolded text shall be removed.

Dated at Thorold, this <sup>1<sup>st</sup></sup> day of December, 2023.

**FOR THE COMMISSION:**

  
\_\_\_\_\_  
Tim Luey  
Deputy General Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Chris Byford  
President/Business Agent



**LETTER OF UNDERSTANDING**



BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

The parties agree that former St. Catharines Transit Commission unionized employees, including retirees, hired prior to January 1st 2023 shall be reimbursed annually no later than May 31<sup>st</sup> the full amount of Ontario Health Premium ("OHP") paid in the previous year. This rebate shall remain in effect for the duration of the proposed collective agreement (2023-2027). The final payment shall be made by May 31st, 2028.

Dated at Thorold, this 1<sup>st</sup> day of December, 2023.

**FOR THE COMMISSION:**

Tim Luey  
Deputy General Manager

**FOR THE UNION:**

Chris Byford  
President/Business Agent



**LETTER OF UNDERSTANDING**



BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

The parties agree that this letter of understanding will be in effect for the 2024 calendar year, and will expire on December 31, 2024.

Part-time Supervisors shall supervise or drive for a full day only, except in the case of emergency or extenuating circumstances (no other Operators available) or up to four (4) hours for supervisor meetings. Part-time Supervisors shall be rotated as far as practical.

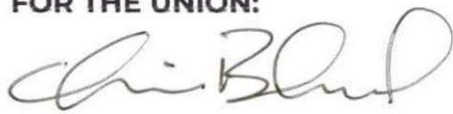
After the expiry of this letter of understanding, part-time supervisors shall no longer be permitted.

Dated at Thorold, this 8<sup>th</sup> day of November, 2023.

**FOR THE COMMISSION:**

  
\_\_\_\_\_  
Tim Luey  
Deputy General Manager

**FOR THE UNION:**

  
\_\_\_\_\_  
Chris Byford  
President/Business Agent

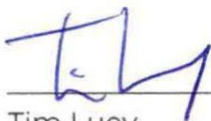


BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

Upon ratification of the collective agreement the Commission shall provide a Stores Clerk job description to the Union within thirty (30) calendar days and begin the posting process following **ARTICLE XX - PERMANENT VACANCIES AND NEW JOBS** to create and hire for the Stores Clerk position. The employee shall be in place within three (3) months upon ratification of the collective agreement.

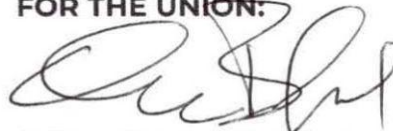
Dated at Thorold, this 30<sup>th</sup> day of November, 2023.

**FOR THE COMMISSION:**



Tim Luey  
Deputy General Manager

**FOR THE UNION:**



Chris Byford  
President/Business Agent



## LETTER OF UNDERSTANDING



BETWEEN  
**THE NIAGARA TRANSIT COMMISSION** (THE "COMMISSION")  
AND  
**THE AMALGAMATED TRANSIT UNION, LOCAL #846** (THE "UNION")  
COLLECTIVELY, THE "PARTIES"

**The new group health insurance plan (Article 48) will take effect by May 1st 2024 with no lapse in coverage. Existing benefits will remain in place until effective date of new plan.**

### **ARTICLES TO TAKE EFFECT BY THE START OF THE SECOND REGULAR SIGN-UP IN 2024:**

- 59 - Operations general (all employees full-time in NF & WEL)
- 62 - Reduced guarantee (all employees 64-hours bi-weekly in NF & WEL)
- 32(a) - Pay (bi-weekly in STC)
- 29 - Lieu days (signing procedure, banking, etc.)
- 66 - Report time (8 minutes)
- 67 - Turn out time (12 minutes)
- 92 - Maintenance general sign-up (length, start date, etc.)
- 10(d) - Internet access (at all sites)

### **ARTICLES TO TAKE EFFECT BY SUNDAY, JANUARY 5th 2025:**

- 28(d) - Floater days (banking)
- 70 - Vacation sign-up (signing to begin October 2024)
- 71 - Floater sign-up (signing to begin October 2024)
- 61(d) - Assignments (start on Sunday in NF)
- 61(e) - Assignments (6-week rotation in NF & WEL)
- 63 - Vacation & floater relief (assignments starting in NF & WEL)
- 32(a) - Pay (Sunday-Saturday in NF)
- 79(b) - Uniforms (initial issue will be delivered to all employees prior to 2025, with the exception of parkas)

Articles not listed in this letter of understanding shall be deemed to have taken effect on January 1st, 2024.

Dated at St. Catharines, this 3<sup>rd</sup> day of January, 2024.

**FOR THE COMMISSION:**



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Tim Luey  
Deputy General Manager

**FOR THE UNION:**



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Chris Byford  
President/Business Agent

In witness whereof this Collective Agreement has been agreed to and signed by the duly authorized representatives of the parties on this 15th day of January, 2024 in St. Catharines, Ontario.

**FOR THE COMMISSION:**



Mat Siscoe  
Commission Chair



Carla Stout  
General Manager



Tim Luey  
Deputy General Manager



Rob Addy  
Deputy General Manager



Edward Zahra  
Deputy General Manager



Jordan Taylor  
Human Resources Manager

**FOR THE UNION:**



Chris Byford  
President/Business Agent



Stuart McLean  
Vice President



Jack McLaren  
Financial Secretary-Treasurer



Braydon Labelle  
Recording Secretary



Kyle Aitken  
Maintenance Board Member