



COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE CITY OF BRANTFORD
(Hereinafter referred to as the “Corporation”)**

And

**THE AMALGAMATED TRANSIT UNION, LOCAL 685
(Hereinafter referred to as the “Union”)**

July 2, 2017 to June 30, 2020

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In the operation of the specialized transportation service of Brantford Lift and that in consideration of the mutual agreement and undertakings herein, the parties hereto covenant and agree each with the other as follows:

Article 1.00 – PURPOSE

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

1.01 It is the interest of both to this Agreement:

- (a) To maintain the development of harmonious relations between the Corporation and the Union.
- (b) To recognize the mutual value of joint discussion between Employees and their supervisor.
- (c) To encourage efficiency in operations
- (d) To promote high morale and well-being of all Employees.

1.02 The Corporation and the Union desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Corporation shall provide at the Corporation's cost, one (1) copy of the present Agreement one (1) time only to each Employee.

Article 2.00 – RELATIONSHIP

2.01 The Union and the Corporation are committed to providing all Employees with a working environment free from harassment and discrimination, which promotes respect and regard for the rights and dignity of all.

2.02 The Corporation and the Union agree that no Employee shall be discriminated against because of any of the prohibited grounds as defined under the *Ontario Human Rights Code*.

2.03 The parties to this Agreement further agree that there shall be no discrimination, interference or coercion extended or practiced against any member of the bargaining unit based on political affiliation or membership and lawful activity or inactivity in the Union.

- 2.04 The Corporation's Workplace Harassment and Discrimination Policy is consistent with the spirit and the provisions of the Ontario Human Rights Code and shall be read in conjunction with any applicable Collective Agreement provisions and shall include age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, marital status, place of residence or disabilities, or by reason of their membership or activity in the Union, or for any reason prohibited by the Human Rights Legislation.

The parties further agree that no Employee shall be subject to sexual harassment. Reference to sexual harassment includes Section 7(2) and Section 7(30 (a) and (b) of the *Ontario Human Rights Code*.

- 2.05 The Union and the Corporation shall not tolerate, ignore or condone workplace harassment or discrimination. The Union and the Corporation consider harassment or discrimination to be a serious offense, which may result in disciplinary action up to and including dismissal. The Union and the Corporation recognize that sexual or racial harassment in the workplace is unlawful and in violation of the *Ontario Human Rights Code*.

Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

A formal complaint under the Corporation's Workplace Harassment Policy does not preclude the Employee's right to file a complaint under the *Ontario Human Rights Code*.

- 2.06 The Union agrees to support and compel observance of all rules, policies and regulations as laid down by the Corporation.
- 2.07 The Union agrees that there shall be no intimidation, interference, restriction or coercion exercised or practiced on Employees of Brantford Lift by its members or representatives.
- 2.08 In order to maintain good relations the parties agree to establish Labour Management meetings to facilitate discussion and resolution of matters of interest to the Corporation, Union and Employees, and to promote and maintain a good work environment.

Up to three (3) Management and three (3) Union representatives and one (1) Human Resources Representative may attend for such discussions. Union representatives will be paid at their appropriate rate of pay.

- 2.09 Words used in the Agreement in the masculine gender shall include the feminine and the reverse shall apply as well.

Article 3.00 – MANAGEMENT RIGHTS

3.01 The Union acknowledges and agrees that it is the exclusive right of the Corporation and its duly appointed representatives to manage the business of the Corporation in all respects. Without limiting the generality of the foregoing these functions shall include but are not limited to:

- (a) Maintain order, discipline and efficiency;
- (b) Direct the workforce including the right to select, hire, promote, demote, discharge for just cause, classify, lay-off and discipline;
- (c) Determine and administer time schedules of operations including shifts, trips and routes, the kinds and location of equipment to be used;
- (d) The methods and processes by which services are provided;
- (e) The extension, limitations, curtailment or cessation of operations or any part thereof;
- (f) The right to make, alter and enforce rules, policies and regulations, not in conflict of the Collective Agreement, to be observed by all Employees covered by the Agreement;
- (g) To determine the number of Employees that it shall employ in the delivery of its services; and
- (h) Scheduling is the responsibility of the Corporation. The Corporation is responsible for designating the Dispatcher required to perform the scheduling duties when necessary.

In the event that a Dispatcher is required to do scheduling as performed by the Scheduling Manager, the Dispatcher performing these duties shall be paid a premium wage of three dollars (\$3.00) hourly above their regular rate for the entirety of their shift to a maximum of eight (8) hours during which they perform these scheduling duties

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

Article 4.00 – MEMBERSHIP

4.01 This Agreement shall apply to the following Employees of Brantford Lift:

- Operators
 - Dispatchers
- 4.02 The Corporation shall remit to the Financial Secretary of the Union, all dues and assessments of all Union members as directed by the Financial Secretary of the Union, such deductions are to be from the bi-weekly pay of each Employee.
- 4.03 The Union agrees to notify the Corporation a minimum of thirty (30) days in advance of the commencement of deductions or of any change to the amount of deductions.
- 4.04 In situations where the Employee has insufficient wages payable to him/her on the designated payroll to permit the deduction of the full amount of the Union dues and/or assessments etc., the Corporation shall not be responsible, financially or otherwise, either to the Union or to any Employee as a result of the Employee not having sufficient wages.
- 4.05 The Union agrees that its Officers, Representatives, Officials, Agents or members shall not engage in Union activities during working hours, nor hold meetings at any time on the premises of the Corporation without permission of the Corporation. The Union agrees that its members shall not use the Corporation's equipment including computers, fax machines and printers for Union business purposes.

Article 5.00 – MEETINGS

- 5.01 (a) The Union Negotiating Committee shall be comprised of up to four (4) members of the Union that includes an International Representatives and at least one (1) member from Brantford Lift.
- (b) The Corporation shall pay the Union Negotiation Committee members lost wages and benefits up to their regular scheduled hours for any day during which Contract Negotiation meetings take place with the Corporation's Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid
- (c) The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur.

Article 6.00 – DEFINITIONS

- 6.01 Probationary Period

Newly hired Employees shall serve a probationary period of nine hundred sixty (960) hours.

During the probationary period, attendance, performance and ability shall be reviewed. If during this period the Employee is judged by the Corporation to be unsatisfactory, his/her employment shall be terminated for just cause without notice at the sole discretion of the Corporation and without recourse to the Grievance procedure.

Employees who are laid off during the probationary period and are subsequently recalled within three (3) months of date of lay-off, shall include time worked prior to being laid off towards completion of his/her probationary period. Time on lay off shall not count towards completing the probationary period or the waiting period for qualifying for benefits.

Following successful evaluation of the probationary period the Employee will be advised of same.

6.02 The word 'Employee' as used in this Agreement shall be understood to mean any person employed in one of the classifications listed in the Wage Schedule of this Agreement.

6.03 Employee

A person on the Full-time or Part-time seniority list who has successfully completed the required probationary period as outlined in article 6.01.

6.04 Part-time Employee

A person who works less than Full-time hours or a person employed to fill a temporary job or temporary vacancy. When working in the temporary job or temporary vacancy the Part-time Employee may work hours equivalent to a Full-time Employee. Part-time Employees shall be required to work all of the shifts/hours that they are assigned to work.

6.05 Steward

An Employee of the Corporation and a member of the Union, elected or appointed as Steward by the Employees covered by this Agreement. The Corporation will recognize a maximum of two (2) Stewards once the Union has notified the Corporation in writing of the name(s) of the two (2) Employees that have been appointed/elected Stewards.

6.06 Vacancy

Vacancy shall be defined as a position that the Corporation intends to staff.

6.07 Temporary Vacancy

Temporary vacancy shall be defined as a vacancy the Corporation intends to staff, and is caused by an Employee's absence where the absent Employee is expected to return from an absence due to illness, injury (compensable/non-compensable), vacation, lieu time, leave of absence, suspension, and replacing those Employees that are appointed to fill a temporary vacancy or temporary job.

6.08 Temporary Job

Temporary job shall be defined as a vacancy that is created to supplement existing staff.

6.09 Working Day

Working days shall exclude Saturdays, Sundays and Statutory Holidays, even though Employees may work these day.

Article 7.00 – DISCHARGE, SUSPENSION AND DISCIPLINE

7.01 The record of any disciplinary action or any adverse notation shall not be referred to or used against an Employee at any time after twenty four (24) months following such action.

7.02 The following procedures shall be followed regarding the investigation and handling of complaints from the public about the conduct of an Employee or Employees;

- A compliant means a complaint received by the Corporation from a member of the public or his/her agent regarding the conduct of an Employee.
- If a complaint is to be considered for disciplinary action, it must be received by the Corporation within thirty (30) calendar days of the incident in question. If such a complaint is not received within the above time limit, the complaint shall not be considered for discipline. In the event disciplinary action is taken, a photocopy shall be presented to a member of the Union Executive with names and other personal identifying information removed.

- Nothing herein shall prevent the Corporation from interviewing Employees concerning verbal complaints or emails. However, verbal complaints or emails must be followed by a written or typed complaint that is signed by the complainant to result in disciplinary action.
- When an Employee is required to report to the Manager investigating the complaints the Employee shall be paid at the applicable rate for all lost time.
- No less than twenty four (24) hours' notice shall be given to any Employee required to attend a disciplinary meeting and the reason for the meeting requested by Management.
- No Employee shall be present in any meeting requested by the Corporation without Union representation if so requested by the Employee.
- Waiver forms shall be supplied by the Union and must be properly signed by Employees who wish to decline Union representation.

Article 8.00 – GRIEVANCE PROCEDURE

8.01 Grievances arising between the Corporation and Employees under the terms of this Agreement shall be settled in the following manner:

Step 1: The alleged violation shall be brought to the attention of the Manager or his/her designate, by the Employee and/or Union representative within ten (10) days of the occurrence. Failing satisfactory resolution then;

Step 2: A written grievance shall be submitted to the Manager within seven (7) days of Step 1 above.

The Manager and a Human Resources representative will meet with the Grievance Committee and the grievor within seven (7) days of receipt of the grievance. The Manager will issue a written response within seven (7) days.

It is understood the Union's Grievance Committee shall comprise of a maximum of three (3) Union members, inclusive of one (1) covered under this collective agreement of which two (2) will be paid by the Corporation. Failing satisfactory resolution then;

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

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

The Director of Fleet and Transit Service will issue a written response within seven (7) days of the above meeting.

Step 4: In the event the Union is not satisfied with the decision of the Director of Fleet and Transit Services at Step 3, it may within a period of forty (40) working days of receiving the decision at Step 3, inform the Corporation in writing that it is referring the grievance to Arbitration.

“Days” in article 8.01 above shall exclude Saturdays, Sundays and Statutory Holidays.

Management Grievance

Management Grievances will be handled in the same manner as outlined in article 8.01 above.

Policy Grievance

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a Policy Grievance at Step 2 of the Grievance procedure.

8.02 Mediation

Within ten (10) working days following the receipt of the reply in Step 3, the parties may agree to submit the matter to mediation which shall take place before the matter is referred to Arbitration as follows:

- (a) Grievance Mediation shall commence within twenty one (21) working days of the grievance being submitted to mediation.
- (b) The grievance Mediation process is without prejudice to either party.
- (c) The parties may agree to the appointment of a Mediator, provided that such Mediator is able to commence the Grievance Mediation within the

time periods set out in this article, or where the parties mutually agree to extend the time period for such Mediation.

- (d) Proceedings before the Mediator shall be informal. No record of the proceedings shall be made and legal counsel shall not be used by either party.
- (e) If and where possible, an agreed statement of facts will be provided to the Mediator, and if possible in advance of the Grievance Mediation Conference.
- (f) The Mediator will have the authority to meet separately with both parties, but will not have the authority to compel the resolution of a grievance.
- (g) If the grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion, unless both parties agree that no such opinion shall be provided.
- (h) The cost of Mediation shall be shared equally between the Corporation and the Union.
- (i) If not settlement is reached within five (5) working days following the Grievance Mediation, the parties are free to submit the matter to arbitration as provided in Step 4. In the event that a grievance which has been mediated subsequently to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.

Article 9.00 – ARBITRATION PROCEDURE

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

- (a) The interpretation, application or administration of this Agreement, or
- (b) When an allegation is made that this Agreement has been violated and if a satisfactory settlement cannot be reached through the process provided for under Article 8, the matter in dispute may be submitted by the Corporation or the Union to Arbitration

9.02 Single Arbitrator

Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the

notice and the party desiring the arbitration do not, within a period of forty (40) calendar days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

9.03 Board of Arbitration

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

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

(b) In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter, modify or set aside penalties imposed as a result of disciplinary action and state the compensation, if any, which is deemed to be equitable.

9.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.

9.06 Where there is a single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.

9.07 Notwithstanding the provisions of Article 8 or this Article;

(a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 8, or in accordance with all rights under *the Ontario Labour Relations Act*.

(b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.

- 9.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 9.09 Upon mutual consent of the parties any difference may be submitted to a three (3) person Board of Arbitration.

Article 10.00 – NO STRIKE/NO LOCKOUT

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

Article 11.00 – LEAVE OF ABSENCE

- 11.01 Leave of absence without pay and without loss of seniority shall be granted for personal reasons.
- (a) Any written application for leave of absence is to be provided to the Corporation at least five (5) working days in advance unless circumstances prevent the Employee from doing so.
 - (b) Approval of any leave of absence is subject to operational requirements at the full discretion of the Corporation
 - (c) No leave of absence will be granted for a period greater than twelve (12) months.
 - (d) During any leaves of absence greater than thirty (30) days, the Employee will be required to pay the premiums for all insured benefits in order for the Employee to remain covered for benefits.
 - (e) In the event any such leave of absence is not used for the purpose granted, the Employee is subject to discipline which may include dismissal.

11.02 Upon his/her return to duty, the Employee shall resume his/her original position on the seniority list. It is understood that at no time shall a Leave of Absence be granted for longer than twelve (12) months.

11.03 Requests for Leave of Absence, except those set forth under Article 11.05 (Leave of Absence for Pregnancy, Parental and/or Adoption) and Article 11.06 (Leave of Absence for Jury/Court Witness) shall be considered in the order in which they are received.

11.04 Leave of Absence for Union Business

(a) The Corporation shall grant written requests for Leave of Absence without pay and without loss of service credits and seniority for one (1) Employee only at any one time to attend to Union affairs up to a total of sixty (60) working days per year. Written requests must be received by the Corporation at least five (5) working days prior to commencement of leave on the appropriate City of Brantford form. The Corporation must respond within three (3) days of receiving the request for leave. The Corporation shall continue to pay all wages and benefits to such Employee and the Union shall reimburse the Corporation for all wages and benefits.

(b) The Corporation agrees to grant written requests for Leave of Absence from Employee who are elected or appointed to an Office or Union position. Such leave shall be without pay and without benefits. The Corporation must receive written requests at least working (10) working days prior to commencement of leave. The leave shall not be unreasonably withheld if the request is made with less than ten (10) working days' notice and where operational requirements are met. The leave shall be for the period that the Employee is acting in office with ATU. Upon his/her retirement from said office, the Employee shall be given his/her former position and full seniority provided she/he is qualified to fill said position at the time of reinstatement and provided the position exists at the time the Employee elects to return. The Employee is required to provide five (5) working days advance notice of his/her intention to return to work with the Corporation and the date of return.

Such requests may include the date of both the commencement and return whenever possible.

No leave shall be taken without the express consent of the Corporation.

11.05 Leave of Absence for Pregnancy, Parental and/or Adoption

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

11.06 Leave of Absence for Jury/Court Witness

- (a) When an Employee is required to serve as a juror is summoned as a court witness of summoned as a witness at an inquest on his/her scheduled day of work, the Corporation shall pay the Employee his/her regular hourly rate of pay for the time served during scheduled working hours, less the amount received for jury/witness duty from the Court.
- (b) Court documentation shall be required to verify attendance at Court.

11.07 Bereavement Leave

All bereavement leave requests are to be made to the Manager and is requested the Employee will provide proof of death and relationship of the deceased.

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

Of the Employee:

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

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

Of the Employee:

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

Of the Employee's Current Spouse:

- Mother
- Father
- Sister
- Brother

Management agrees to recognize a legal common-law relationship. A common-law relationship is deemed to be a period of co-habitation for not less than twelve

(12) months, and one where the spouse has been registered with the Human Resources Department as the dependent of the Employee.

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

In order to receive the paid leave provided for in this clause, absence must result in loss of time and pay from a regular scheduled shift.

In the event the burial is deferred, one (1) day may be held to attend burial at a later scheduled date.

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

Article 12.00 – STATUTORY HOLIDAYS

12.01 The following are recognized as Statutory Holidays:

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

In order to be eligible for pay on each Statutory Holiday listed in the Article, the Employee must have worked his/her last regularly scheduled shift immediately prior to the Holiday and immediately following the Holiday, unless absence is approved in writing in advance by the Corporation or when the Employee is on Corporation paid Sick Leave supported by a medical disability certificate signed by a qualified physician attesting to the Employee's inability to work.

Employees on leave of absence without pay are not eligible for Statutory Holidays or Statutory Holiday pay.

12.02 Effective January 1, 2018, all Full-time Employees who have completed their probationary period shall be allowed two (2) floating holidays each year. Newly-hired Full-time Employees who were not actively employed for at least seventy-

five (75%) percent of the first year as a Full-time Employee will not be entitled to two (2) floating holidays during the following year.

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

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

- 12.03 All Employees shall declare in writing whether they wish to work the Statutory Holiday or not, no later than three (3) weeks prior to the Statutory Holiday. Any Employees that fail to express their wishes by this deadline shall be assumed to not want to work the Statutory Holiday.

From those that volunteered to work, separate work rosters for Operators and Dispatchers shall be filled in the following order according to the Employees' classification:

1. Full-time Employees that are scheduled to work the Statutory Holiday, by seniority;
2. Full-time Employees that are not scheduled to work the Statutory Holiday, by seniority;
3. Part-time Employees that are scheduled to work the Statutory Holiday, by seniority;
4. Part-time Employees that are not scheduled to work the Statutory Holiday; and
5. In the event it is necessary to utilize Employees that didn't volunteer to work to fill the work roster, Part-time Employees in reverse order of seniority shall be forced to work.

The roster shall be posted at least four (4) weeks prior to the Statutory Holiday. Once an Employee's name is posted on the work roster he/she cannot reverse his/her decision.

After the work roster is posted it becomes evident that it becomes necessary based on pre-bookings increase the number of Operators, the next Full-time Operator that volunteered in order of seniority will be required to work.

In the event there is insufficient number of Operators to fill the roster, the remaining roster would be filled in reverse order of seniority amongst Part-time then Full-time.

In the event it is necessary based on pre-booking to decrease the number of Operators, the option of working shall be given to those on the work roster in order of seniority.

- 12.04 Where a Full-time Employee works a scheduled working day on a recognized Statutory Holiday under Article 12.01, the Employee(s) will be paid his regular pay for the plus two times (2).

Where a Full-time Employee works a Statutory Holiday under Article 12.01 that falls on his /her non-working day or works a Statutory Holiday that falls during his/her vacation, the Employee shall be paid his/her regular hourly rate for the hours worked on the Statutory Holiday and the Corporation shall grant the Employee a substitute day that would ordinarily be a working day for the Employee to take off and for which he/she shall be paid Statutory Holiday pay as if that day were a Statutory Holiday. The Substitute day must be taken on a day approved by the Corporation that is not later than three (3) months after the Holiday. Such days will be paid at the Employee's current rate of pay provided the Employee is eligible the day with pay in accordance with Article 12.01.

When a Part-time Employee works on a day that is listed Article 12.01, he/she shall be paid time and one half actual hours worked on the day, and provided he/she is entitled to the day with pay in accordance with Article 12.01, the Employee shall receive pay for the day to be calculated in accordance with the *Employment Standards Act of Ontario*.

Full-time Employees whose regular off day occurs on a Statutory Holiday will be allowed one (1) day off at a later date to be scheduled through mutual agreement between the Employee and the Supervisor or granted an additional day's pay in lieu of the day off.

- 12.05 Any days banked in lieu of Statutory Holidays shall be used within the same calendar year, with the exception of days in lieu of Christmas Day and Boxing Day which must be used by August 31st of the following year, to be paid for at the current rate of pay of the following year. Time off is conditional on approval of the Corporation.

Article 13.00 – VACATION

13.01 Vacation Sign Up

The Corporation shall establish a vacation sign up for two (2) departments (Operator and Dispatch). All vacations shall be determined by sign up according to seniority, which shall be posted no later than October 15th of the previous year. Signup shall commence on November 1st until the sign is completed. Any Operator that has elected to pass on any turn must sign by March 31st of the following year. If in the opinion of the Union an Employee is unduly delaying their choice, the Union Steward shall have the right to by-pass or sign up that Employee on the Vacation sign-up board.

Under no circumstance shall an Employee be allowed to work during their vacation period. Under no circumstance can an Employee be bumped from his/her vacation once he/she has signed the vacation signup.

No more than two (2) Full-time Operators shall be allowed on vacation at any one time. No more than one (1) Full-time Dispatcher shall be on vacation at any one time. All vacation must be taken in one (1) week allotments.

Each Employee shall have the option to sign one week (1) of single days.

In the event a Statutory Holiday falls during a signed vacation, the Employee shall take the additional vacation day(s) at a time mutually agreed upon between the Employee and Supervisor.

No vacation shall be taken without the expressed approval of the Supervisor. All vacations shall be taken during the calendar year and no vacation shall be carried into the following calendar year.

13.02 In support of the need for respite from work, vacation shall be in the form of time off with pay for Full-time Employees and paid in the form of vacation indemnity for Part-time Employees.

13.03 Vacation shall not be earned during unpaid absences from work of greater than thirty (3) days consecutive calendar days, other than during Statutory Leaves in accordance with the *Employment Standards Act Ontario*. Annual vacation entitlement shall be reduced on a prorated basis according to the number of months of absence.

13.04 Employees who are discharged, resign, or otherwise leave the employment of the Corporation shall have their vacation entitlement prorated in accordance with the time worked in the calendar year of leaving. Adjustments shall be made as necessary to the Employee's final pay from the Corporation.

- 13.05 Part-time Employees that are awarded Full-time status by the Corporation shall be entitled to vacation with pay in the calendar year of becoming a Full-time Employee at the rate of one day per month of expected Full-time employment in the same year to a maximum of ten (10) working days, less any vacation pay already taken or earned.
- 13.06 In calculating length of employment for vacation entitlement purposes, leaves of absence or lay-offs of less than thirty (3) consecutive calendar days will not be deducted from an Employee's accumulative continuous employment.
- 13.07 Full-time Employees who become ill or injured after commencing his/her vacation shall not be eligible to change vacation to Sick Leave unless the Employee provides evidence of having been admitted to hospital in which case the number of days spent in hospital during scheduled vacation shall be recorded as sick leave provided the Employee has sufficient Sick Leave available.
- 13.08 If an Employee is on sick leave and the scheduled vacation the Employee has signed for occurs, the Employee must arrange with his/her Supervisor or designate to have his/her vacation deferred to a mutually convenient time.
- 13.09 When a bereavement leave occurs during an Employee's scheduled vacation, the number of bereavement days granted shall replace equal number of vacation day(s) which shall be credited to the Employee and scheduled to be taken as vacation at a time that is mutually convenient to the Employee and Corporation.

13.10 Annual Vacation

Effective January 1, 2018, current Full-time Employees with more vacation than outlined in the chart below will maintain their current vacation entitlement until they meet the next threshold.

Annual vacation with pay based on continuous service shall be granted to Full-Time Employees covered by this agreement as follows:

In the year in which their first (1 st) anniversary falls	---	Two (2) Weeks
In the year in which their fourth (4 th) anniversary falls	---	Three (3) Weeks
In the year in which their tenth (10 th) anniversary falls	---	Four (4) Weeks
In the year in which their sixteenth (16 th) anniversary falls	---	Five (5) Weeks

anniversary falls		
In the year in which their twenty-sixth (26 th) anniversary falls	---	Six (6) Weeks

Article 14.00 – SENIORITY AND LAYOFFS

- 14.01 The Corporation shall establish, maintain, and post by July 15 of each year, two (2) separate master seniority lists; one for Full-time Unionized Employees and one for Part-time Unionized Employees; showing each Employee’s current classification and seniority based on date of hire. A copy will be given to the Union on July 15th of each year.
- 14.02 The Corporation shall be responsible for posting and continuing to update the aforementioned seniority lists for review by Employees covered by this Agreement. The seniority list shall continuously remain posted. Bargaining Unit seniority for each Employee shall be defined as the length of continuous Full-time service of the Employee in a position(s) covered by this Agreement. Each Full-time Employee shall be granted his/her seniority immediately upon successful completion of his/her probationary period.
- 14.03 In the event a Part-time Employee is awarded Full-time status, his/her seniority date as a Full-time Employee shall be his/her original date of hire.
- 14.04 Bargaining Unit seniority for each Part-time Employee is defined as the length of continuous Part-time service of the Employee in a position(s) covered under this Agreement. Each Part-time Employee shall be granted his/her seniority immediately upon successful completion of his/her probationary period.
- 14.05 Each Employee is responsible for verifying the accuracy of his/her seniority date upon the lists being posted by the Corporation.
- 14.06 Members of the Bargaining Unit, subject to By-laws of Local 685, may determine that a member is not in good standing and may reduce his/her seniority in the Bargaining Unit. This shall not result in the Employee’s termination. Under such circumstance, the Union shall provide immediate notification to the Corporation. Any changes to an Employee’s seniority shall not affect any shift selection, vacation selection, etc. that has taken place, nor an Employee’s classification or employment status.
- 14.07 The Corporation and all Employees recognize that seniority shall prevail for the signing of, shift sign-ups and vacation sign-ups. Seniority shall prevail with regard to request for other time off that are provided to the Employee’s

Supervisor or Executive Director on same day; otherwise such requests shall be dealt with in order of receipt. Overtime shall be offered on a rotating basis starting with the most senior Employee in the required classification.

14.08 In the event there are multiple Employees who are members of the Union that commence their employment on the same date. Their names will be placed on the seniority list in order of day and then month of birth.

14.09 Should a lay-off of Employee(s) be planned to occur, it shall be done in reverse order of seniority within the classification where the reduction is to occur. Full-time Employees may elect to displace Part-time Employees in the event of a lay-off.

The Employee with the least seniority in the classification where the lay-off is to occur shall be the first Employee to be laid off.

14.10 Full-time Employees who are identified to be laid off may displace an Employee of another classification who has less seniority, provided the Employee that is "bumping" has the necessary qualifications and is capable of performing the job duties. Said Employee shall assume the rate of pay for that classification.

14.11 No new Employee shall be hired until all those laid-off Full-time Employees who are qualified and capable of returning to work have been given the opportunity of recall. A recall shall be a minimum of two (2) hours. The Corporation agrees that while an Employee is laid-off, seniority shall accumulate.

Should a full time Employee be laid off and subsequently recalled to perform casual work within the first twenty four (24) months of date of lay-off, the twenty four (24) month period for loss of seniority and deemed termination under Article 14.12 of this Agreement, shall begin again, provided the return to work is at least thirty (30) consecutive working days.

14.12 An Employee's seniority shall be lost and considered no longer employed by the Corporation if the Employee:

1. Provides written notice of voluntary resignation or retirement from the employ of the Corporation;
2. Is discharged for cause and the discharge is not reversed by the Grievance Procedure or Arbitration.
3. Fails to report absent from work for three (3) consecutive scheduled working days without a reasonable cause.
4. Is laid off for a continuous period greater than twelve (12) months.

5. Fails to report for work within then (10) days after being notified to return to work following a lay-off in accordance with Article 14.13.
6. Absent from work for a period greater than twenty four (24) months while on sick leave. This provision shall be administered subject to the provisions of the *Ontario Human Rights Code*.
7. Absent from work for a period of twenty four (24) months due to illness and injury covered by the *Workplace Safety & Insurance Board (WSIB)*. This provision shall be determined subject to the provisions of the *Ontario Human Rights Code*.
8. Members of the Bargaining Unit, subject to the by-laws of local 685, may determine that a member is not in good standing.

14.13 When a laid off Employee is recalled, a registered letter of notice to return to work shall be sent by the Corporation to the Employee's address that is on file with the Corporation. The Employee must return on the date that is stated within the letter when later than ten (10) days from mailing date. If the Employee does not return to work with these time frames he/she shall be terminated. If within five (5) days of the mailing date the Employee notifies the Corporation that he/she is unable to return to work within the required time frames he/she shall be passed over and the next senior Employee on the lay-off list would be recalled and be subject to these same time frames and conditions. It is the obligation of the Employee to keep the Corporation informed of his/her current mailing address.

Article 15.00 – ACCIDENT/INCIDENT REPORTS

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

report before or after his/her shift, but returned within twenty four (24) hours the Employee shall be paid thirty (30) minutes at straight time to complete the report.

Article 16.00 – LICENSES

16.01 License Fees

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

16.02 Loss of License

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

Article 17.00 – HOURS OF WORK AND OVERTIME

17.01 The work week for all Employees shall be determined to start Sunday and end with Saturday.

17.02 Standard hours of work for all Employees are as follows:

- (a) All Full-time Employees shall be guaranteed forty (40) hours in each work week. In the event a Full-time Employee voluntarily leaves early due to no pre-bookings, or incurs time off without pay the Employee will be paid for actual hours worked.
- (b) The hours of work for Part-time Employees will be less than Full-time Employee hours. When temporally filling in for a Full-time Employee (for

such periods as sick leave, vacation, leaves of absence, etc.), the Part-time Employee may work hours equivalent to a Full-time Employee.

- 17.03 Operators are responsible for, but not limited to, cleaning the interior of the vehicle and fueling their assigned vehicle during their shift.
- 17.04 A thirty (30) minute unpaid lunch period shall be scheduled for each Operator that works in excess of five (5) hours in a row. A one (1) hour unpaid lunch period shall be scheduled for each Dispatcher that is scheduled in excess of five (5) hours in a row. All lunch periods shall begin at a time that is designated by the Dispatcher/Scheduler.
- 17.05 The Corporation shall provide each Employee a period of at least eight (8) hours free from the performance of work between shifts unless the total time worked on successive shifts does not exceed thirteen (13) hours or unless the Employee accepts a call-in on a volunteer basis.

17.06 Full-Time Employee

No Full-time Operator shall be scheduled a split shift, except in circumstances where they agree to provide coverage for a Part-time Operator on a call in basis.

Part-Time Employee

In the event a Part-time Employee is scheduled a split shift, it shall not be schedule over a maximum spread of twelve (12) hours from report time to finishing time as their normal workday inclusive of breaks.

A split shift shall not have more than four (4) hours of off-duty time between the first part of the shift and the second part of the shift.

- 17.07 The following principles shall be considered in the development and utilization of various sign-ups:
- (a) The Corporation and all Employees recognized that shift sign-ups shall be completed in order of seniority commencing with the most senior Employee by classification. Full-time Employees shall select in order of seniority prior to selection by Part-time Employees in their order of seniority. Selection shall be completed within the sign-up period as identified by the Corporation. If any Employee or Steward fails to select a shift, the Employee shall be assigned a shift by the Corporation.
 - (b) In the development of shift sign-ups the Corporation recognized the importance of creating as many straight shifts as possible; however the parties agree that split shifts are permissible for Part-time Operators only.

- (c) The parties agree that Operators shall have start times on the shift sign-up that can be altered up to one (1) hour prior or up to one (1) hour following the start time on the shift sign-up. Each day's actual start time may vary and shall be provided to the Operator upon pick up of manifest for the days trip.
- (d) The Corporation shall ensure that Full-time Employees are granted at least two (2) consecutive off-days per work week and shall not change nor rotate these off days during the duration of the Board Period. Should an Employee accept a call-in on a scheduled off day or a voluntary trade with another Employee is not a violation of the foregoing provisions.
- (e) All Employees shall work their signed scheduled hours of work unless the Corporation grants leave.
- (f) No Full-time Operator shall be scheduled more than nine (9) hours daily inclusive of report time, travel time end time and unpaid lunch. No Operator shall refuse work that does not exceed nine (9) hours daily.

Overtime

17.08 Hours for the Purpose of Calculation of Overtime

A Full-time Employee who works on a Statutory Holiday that was his scheduled working day, or a Full-time Employee who was scheduled to work the Statutory Holiday but elected to have the day off with pay, shall have eight (8) hours of Statutory Holiday pay used in the calculation of overtime in that week.

The eight (8) hours that are paid when a Full-time Employee is sick shall be used in the calculation of the forty (40) hours per week for the purpose of determination of overtime in that week.

The eight (8) hours that are paid when a Full-time Employee is absent on a paid personal day shall be used in the calculation of the forty (40) hours per week for the purpose of determination of overtime in that week.

17.09 All hours worked up to and including forty (40) hours per week, shall be paid at straight time. Work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1.5X). In the calculation of hours for the purpose of overtime, no hours paid at the rate of time and one-half (1.5X) shall be used in the calculation of the forty (40) hours.

17.10 Full-time Employees working overtime shall have the option of banking said overtime hours to a maximum of sixty (60) hours per year, instead of receiving

cash payment. Time off will be subject to the availability of manpower and at the discretion of the Supervisor. Hours that are not used by December 15 will be paid prior to the last pay period in December. All Overtime will be paid or banked to the closest fifteen (15) minute increment.

17.11 In the event a Full-time Employee is called into work on his/her off day, the Employee shall be guaranteed a minimum of four (4) hours at time and one half (1 ½) their regular rate of pay.

In the event a Part-time Employee is called into work on his/her scheduled off day the Employee shall be guaranteed a minimum of three (3) hours at regular rate of pay.

If a Full-time Employee is called in beyond two (2) hours of their scheduled start time as indicated on their manifest and voluntarily accepts the call in they shall be paid a minimum of three (3) hours at time and one half (1 ½) their regular rate of pay.

In the calculating of hours for the purpose of overtime no premium wages (1.5X) shall be used in the calculation of the forty (40) hours.

17.12 Overtime shall be offered on a rotating basis starting with the most senior Employee in the required classification.

Article 18.00 – SICK LEAVE

Effective January 1, 2018, current sick balances as of December 31, 2017, will be transferred in to the Employees sick leave bank.

Current Full-time Employees as of the date of ratification will accrue sick days at one and one half (1 ½) days per month. Any Full-time Employee hired following ratification will accrue sick days in accordance with the collective agreement.

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

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

continues employment		days per month
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- (a) Absences due to Vacation, Statutory Holidays, Bereavement Leave, and Jury/Witness Duty shall be considered as actively at work for this clause.
 - (b) After more than two (2) days of absence due to illness in any month, there shall be no sick leave credit accrual for that month.
 - (c) After the fifth (5) occasion in any calendar year, there shall be no accumulation of sick leave during any month in which there is absence due to illness for the remainder of the calendar year.
- 18.02 Absence for illness shall be paid and deducted from the Full-time Employee's accumulated sick leave credits where available. The number of days or parts of days for which an Employee received "sick pay" shall be deducted in hours from his/her cumulative sick pay credits. Unused sick days at year end will be carried forward to the following year.
- 18.03 Upon retirement, death or separation of service, there shall be no cash-out provision on any accumulated sick leave.
- 18.04 Except under circumstances clearly beyond their control, Employees who fail to report sick one (1) hour before shifts that start previous to 9:30 a.m., two (2) hours before shifts that start at 9:30 a.m., or at least four (4) hours before start of other shifts, shall be recorded as absent without permission, and sick leave allowance will not apply. Operators normally scheduled to start their shift prior to 6:00 a.m., will contact an answering service designated by the department.
- 18.05 All Employees returning to work after a period of absence due to illness shall not be entitled to their regular work unless they report ready for duty before 2:00 p.m., on the previous work day for shifts that start in the morning, and before 9:00 a.m., on the day they return to work for shifts that start in the afternoon.
- 18.06 Every Employee requesting relief due to illness shall be relieved from duty as soon as possible. He/she shall keep the Corporation advised daily as to his/her whereabouts, and the name and address of his/her attending physician. He/she shall submit to examination by the Corporation's physician at such times and as often as the Corporation desires, as long as he/she is relieved due to illness. Employees absent under a doctor's care for a specified time, and of which the Transit Manager and the Director of Human Resources have been previously made aware, will not be required to call in daily.
- 18.07 Absences due to illness for more than three (3) consecutive days, the Employees shall be required to submit a form provided by the Corporation and completed by a duly qualified physician certifying their inability to be at work for the duration of

the illness and their ability to return to work. The Corporation shall have the right and privilege of obtaining further medical information, at the cost to the Corporation, through a completed Functional Abilities Form, when it deems necessary to support Employee claims for sick leave absences.

18.08 When the Corporation receives sufficient, appropriate medical documentation regarding an Employee’s inability to work due to a work-related injury, the Corporation will continue the Employees regular pay and subsequent WSIB payments will be directed on a pro-rata basis from the Employees sick leave accumulation and if the sick leave accumulation declines to zero then the top up ceases.

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

18.09 In the case of non-occupational accidents, Full-time Employees shall be entitled to receive payment under the same terms as sick leave, from accumulated sick leave credits where available.

18.10 If a Full-time Employee is on sick leave and the scheduled vacation the Employee has signed for occurs, the Employee must arrange with the Transit Manager or their designates to have his/her vacation deferred to an open week or weeks on the holiday sign up.

18.11 Full-time Employees absent due to illness on no more than two (2) occasions totaling no more than ten (10) days during the calendar year shall be entitled to one (1) additional bonus day, to be celebrated the following calendar year. These days must be used before December 31 each year. Employees may take pay in lieu of these days.

18.12 Employees absent on sick leave shall be entitled to sick leave pay as follows:

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

18.13 For doctor or dentist’s appointments up to ten (10) cumulative hours in a calendar year will not be counted as an “occasion”.

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

Article 19.00 – MODIFIED WORK PROGRAM

19.01 A modified work program is designed to provide an offer of suitable and available modified tasks to injured/ill Employees for a temporary period of time during their recovery, to assist the Employee in returning to work.

The parties agree that the Corporation is not obligated to create a position in order to offer modified work to an injured/ill Employee; the Corporation shall make every effort to provide modified work.

19.02 The Corporation shall focus on providing the accommodation during the Employee's signed hours and signed off days of work where possible. If the accommodation is not possible during the Employee's signed hours, the modified work plan may utilize hours where there is suitable work available, in consultation with the Union representative.

19.03 There shall be consultation on the design of the modified work program with the designated Union representative prior to implementing the plan.

19.04 The modified work program shall be designed based on the capabilities/limitations of the Employee as identified by the Employee's health care professional. The Employee shall provide the required information from his/her health care professional to facilitate the development of the modified work program and participate in the modified work program.

19.05 Employees who are placed in the Modified Work Program shall be entitled to their hourly rate of pay for their current position for actual hours worked and all benefits herein. All hours worked shall be included in calculating length of service as an active Employee.

Article 20.00 – BENEFITS AND PENSION

20.01 The amount of benefit entitlement and eligibility for benefits referred to in this Article are subject to the terms and conditions of the Policy or Policies of the Insurer that is providing such benefits. Any dispute as to entitlement to benefit reimbursement provided under the Policy or Policies of Insurance is between the

Employee and the Insurer. The Corporation agrees to use its best efforts on behalf of an Employee in the event of any dispute. It is understood that the Corporation's obligation under this Article is limited to the payment of its portion of the premiums necessary to enroll Full-time Employees in the benefit plans described in this Article. The Corporation shall pay its portion of the monthly premiums to provide the following benefit plans to Full-time Employees that are covered by this Agreement. The Employee's portion of the monthly premiums shall be deducted from the Employee's pay.

Drug – 100% of monthly premium paid by Corporation; through use of Drug Card, Plan pays 90% of Drug based on provider's formulary, and 50% for Drugs not listed on provider's formulary.

Dental – 100% of monthly premium paid by Corporation; Coverage based on current approved fee guide. Plan pays 100% within defined maximums and services.

Extended Health Care – Semi Private Hospital; Medical Supplies; Orthotics \$200 per Calendar year, orthopedic Shoes 1 pair per calendar year, Hearing Aids -\$700/person/60 months; and Paramedical Services up to \$500/person/year.

Vision – Eye Exam: \$75/adult/24 months; \$75/child/12 months; \$200 for Prescription Eye Glasses/person/24 months for those 18 years of age and over; those under the age of eighteen (18) years are eligible for \$200 for Prescription Eye Glasses/twelve (12) months. In addition the Corporation on a self-insured basis shall provide a further maximum of \$100 per family member for Full-time Employees for each 24 month period.

Effective January 1st, 2013 the Corporation on a self-insured basis shall provide a further maximum of \$150 per family member for Full-time Employees for each 24 month period.

Long Term Disability (LTD) – Eligibility requires total disability. Eligible after 120 days for 5 years provided Employee is totally disabled. LTD benefit is 66.66% of monthly income to a maximum monthly benefit of \$2,000 per month. The monthly LTD premium shall be 100% paid by the Corporation.

Group Life – two times annual salary to maximum insured of \$80,000.

Group AD&D – two times annual salary to maximum insured of \$80,000.

Dependant Group Life – as per Certificate of Insurance.

20.02 Continuation of Benefits in the Event of Lay-off

The Corporation shall contribute its share of the monthly premium for Drug, Dental and Extended Health Care for up to three (3) months for Full-time Employees that have been laid off under Article 14.

20.03 Benefits for Spouse and Eligible Dependents of Deceased Full-Time Employees

Upon the death of an Employee, drug, dental, extended health care and vision plans shall be continued for his/her eligible spouse and eligible dependents for a period of twenty four (24) consecutive months for date of death of the Employee, provided the spouse is not entitled to benefits elsewhere and the dependent(s) remain eligible dependent(s), in accordance with the provisions of the plan.

20.04 O.M.E.R.S Primary Plan

It shall be mandatory for newly hired Full-time Employees to enroll as of date of hire. O.M.E.R.S shall be administered in accordance with the *O.M.E.R.S. Act and Regulations*. Employees shall provide written notice to the Corporation at least three (3) months in advance of their planned date of retirement.

Article 21.00 – JOINT HEALTH AND SAFETY COMMITTEE

21.01 The parties to this Agreement shall establish a Health & Safety Committee, comprising of two (2) members appointed by the Corporation and two (2) members elected by the members of the Union, one of which shall be an Operator. At least one of the Union appointed members must be certified. Each party shall appoint an alternate in the event the designated person is unavailable. The Committee shall meet once every three (3) months, unless otherwise agreed.

21.02 The Corporation, Employees and Union agree to comply with relevant legislative requirements of the *Occupational Health & Safety Act of Ontario*.

In accordance with the *Occupational Health & Safety Act*, an Employee may refuse work should he/she have reason to believe that the work is likely to endanger him/her or another worker, following which he/she shall immediately report such circumstance to his/her Supervisor. Immediately thereafter the matter shall be investigated in accordance with the *Occupational Health & Safety Act of Ontario (Section 43)*.

Operators shall not work in such a manner so as to endanger the safety of passengers or vehicle.

Article 22.00 – OPERATOR’S CLOTHING

22.01 Effective January 1, 2018, each driver, after successful completion of his/her probation period shall be provided with the following:

- (a) 1 – reflective winter jacket
- (b) 1 – reflective spring/fall jacket
- (c) 1 – pair of safety shoes (replacement once yearly) with maximum cost value \$175.00 paid by Corporation.
- (d) 3 – short and 4 – long sleeve shirts
- (e) 1 – I.D. badge (picture required)

Operators may choose to wear either dark navy or black pants. Full uniform shall be worn when on duty.

Replacement of any part of the uniform will be at the discretion of the Corporation.

Any Operator leaving the employ of the Corporation or changing job classification shall return all parts of the uniform and any other equipment, keys and resource materials to the Corporation. Property not returned will result in the Employee charged for replacement of said property. Employees shall sign for said property when issued.

Operators are expected to wear their uniform in a neat clean professional manner with the shirt tucked in and with no questionable logos or slogans on any visible item of clothing worn, including hats.

Article 23.00 – JOB POSTINGS

23.01 When the Corporation decides to fill a vacancy or a new positions is created, the position shall be posted for five (5) working days.

When the Corporation decides to fill a Full-time position in any classification, the most senior Part-time Employee in that classification shall be offered that position. If the most senior Part-time Employee elects to not accept the Full-time vacancy, it will continue down the seniority list of Part-time Employees until the vacancy is filled.

23.02 The successful applicant shall be placed on trial for a period of thirty (30) working days. In the event the successful applicant proves unsatisfactory during the thirty (30) day trial period or if the Employee finds himself/herself unable to perform the duties of the new job classification, the Employee shall be returned to his/her former position without loss of seniority and at his/her former wage rate. Any other Employee promoted or transferred shall be returned to his/her position without loss of seniority and at his/her former wage rate.

Article 24.00 – GENERAL

24.01 A copy of new or revised Rules and Regulations shall be provided to the Union Steward at least three (3) days before being posted.

The only exception to the above shall be when and unless postings for new Rules and Regulations are mandated by Government Legislation.

24.02 Inclement Weather

In the event, due to inclement weather conditions the Corporation suspends service, the Corporation reserves the right to relieve Employees of duty with pay in order of seniority per required classification for up to the duration of the service suspension.

24.03 Access to Personnel Files

All Employees shall have the right, at a mutually convenient time to have access to and review his/her personnel file, and shall have the right to respond in writing, one time to each document contained therein. Such reply shall become part of the permanent record and can be used in any Arbitration proceedings.

24.04 Changes to Collective Agreement

Any mutually agreed changes to this Collective Agreement shall form part of the Collective Agreement, and are subject to the grievance procedures. All changes shall be signed by the Executive Director or delegate and the Local Representative or delegate, plus one other member of the Union Executive. All such agreements are subject to ratification by each of the parties when required.

24.05 Bulletin Boards

The Corporation agrees to provide a Bulletin Board suitably located within the workplace for use by the Union in posting notices of Union activities. Such notices must be signed by the proper Office of Union.

The Union agrees to maintain the Bulletin Board in a neat and orderly fashion.

24.06 Liability Insurance

All Employees shall be covered by the terms of the Liability Insurance Policy against Civil Suits that arise out of the proper performance of duty, and the policy premium shall be paid by the Corporation.

24.07 Management Personnel shall not perform work which is within the scope of the Bargaining Unit to such an extent that shall cause a lay off or reduction of work hours to an Employee that is within the Bargaining Unit.

24.08 All rights and privileges now enjoyed by the Employee of Brantford Lift and all of their obligations to Brantford Lift shall continue except as altered herein.

24.09 The Corporation shall not bargain with any Employee or group of Employees that are acting on behalf of the Bargaining Unit, nor shall the Corporation enter into any agreements with an Employee or group of Employees in the Bargaining Unit which may conflict with the terms of this Agreement. No Employee or group of Employees in the Bargaining Unit shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In representing an Employee or group of Employees, the Bargaining Unit elected or appointed representative for the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Corporation with names of its officers or appointed representatives.

24.10 In event the Corporation sells, leases, transfers or amalgamates its business to another individual or Corporation, the Corporation shall give notice to the Union as soon as possible, but not less than sixty (60) calendar days.

24.11 Cameras

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

complaints, police investigations, or formal written complaints in accordance with article 7.02 that result in an investigation.

24.12 Operator Training & Evaluation Premium

With new Operator hires, two dollars (\$2.00) per hour over the basic wage shall be paid to the Operator(s) selected by the Corporation to provide training and evaluation of newly hired Operators.

The Operator(s) providing the training and evaluation of the new hire will contribute and participate in all aspects of the Operator training and evaluation process. Final decision on retention is at the sole discretion of the Corporation.

24.13 Downgrade of License

Should any Operator have their license classification downgraded below an "F" classification the Corporation shall continue to accommodate the Employee to provide no loss of wages through use of unused sick time, overtime, or unused vacation time up to a maximum of three (3) weeks, while the Employee rectifies the issue.

Failing resolution after a period of five (5) weeks, when the Employee was aware of the downgrade of license classification and provided it is not for Medical reasons the Employee will be terminated with cause.

In the event of a loss of suspension of license refer to Article 16.02.

Article 25.00 – PAYMENT OF WAGES

25.01 Employees that are temporarily assigned to perform work of a higher classification covered by this Agreement shall be paid the hourly rate of pay for that classification for hours worked in the higher classification.

Those Employees hired after date of ratification must complete six hundred (600) hours in the position before qualifying for the rate of pay of the higher classification, unless through consultation with the Union the parties agree that the Employee is found to meet the requirements for the position in which case he/she shall be paid the higher rate while working in the higher classification.

Article 26.00 – DURATION OF AGREEMENT

26.01 This Agreement is in effect from July 2, 2017 to June 30, 2020.

26.02 It shall renew itself automatically from year to year unless written notification of intention to modify or terminate this Agreement is given by one of the contracting parties to the other within a period of ninety (90) days prior to the termination date.

26.03 All of the provisions of this Agreement are effective on ratification, unless otherwise specified.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this _____, day of April, 2018.

The Corporation of the City of Brantford

Amalgamated Transit Union, Local 685

Chris Friel
Mayor

Rob Hover
President Business Agent

Charlene Touzel
City Clerk

Kelly Eden
Executive Board Member

APPENDIX “A” – WAGES

Classification	July 2, 2017	July 1, 2018	July 7, 2019	June 28, 2020
Operator/Dispatcher	\$24.46	\$25.91	\$27.36	\$28.36

- Start rate is 80% of 18 month rate
- First step non-probationary rate is 90% of 18 month rate
- Top rate is 100%
- First step non-probationary rate begins at end of probationary period as described in Article 6.01
- Eighteen (18) month rate begins at completion of eighteen (18) months of service.

Progression Rate

Each classification within Appendix “A” shall have a start rate, first step non-probationary rate and Eighteen (18) month rate of pay. Each new Employee shall be hired at the start rate and advance to the First step non-probationary rate upon successful completion of his/her probationary period and advance to the eighteen month rate upon completion of eighteen (18) months of service in the classification.

LETTER OF UNDERSTANDING – #1

Effective January 1, 2019, Employees will no longer be permitted to wear jeans. Up to that time dark jeans are acceptable.

LETTER OF UNDERSTANDING – #2

In the event the Corporation wishes to implement 10-hour shifts. The parties will meet to discuss the necessary changes to the collective agreement. Changes will only occur if both parties agree.