

**2016 - 2019  
COLLECTIVE AGREEMENT**

between



**THE LONDON TRANSIT COMMISSION**

- and -



**THE AMALGAMATED TRANSIT UNION,  
LOCAL No. 741**

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## CONTRACT

This Contract entered into this 30th day of November, 2016 for the first day of April, 2016 between the London Transit Commission, hereinafter called the Commission, and the Employees of the London Transit Commission being members of Local 741 of the Amalgamated Transit Union, being the sole bargaining agents, represented by the persons who sign this Contract, being their duly accredited Representatives, hereinafter called the Union.

This Collective Agreement and Schedule “A” attached hereto shall be effective and be binding upon the Parties hereto, from the first day of April 2016 and shall remain in full force and effect until the 31st day of March 2019 and shall continue from that date in full force and effect from year to year until either party hereto shall have given 90 days’ notice prior to March 31st , 2019 or any anniversary date thereafter.

The respective Parties have mutually agreed to and with each other as follows:

**PART I**  
**GENERAL PROVISIONS APPLICABLE TO ALL**  
**EMPLOYEES**

**SECTION 101 - PURPOSE OF CONTRACT**

101.01 The general purpose of this contract is to provide collective bargaining relations between the Commission and its employees by the Agreement through the Union, to promote prompt disposition of grievances, to work co-operatively to maintain the negotiated working conditions set out herein and to secure efficient operation of the Commission's business. The Union recognizes that the Commission must be able to maintain an efficient operation and improve itself in an ever increasing competitive market.

**SECTION 102 - RECOGNITION AND UNION REPRESENTATIVES**

**102.01.01** The Commission recognizes the Union as the sole collective bargaining agency for all Bus Operators, Dispatchers, Inspectors, Ticket Clerks, and Fleet and Facility employees as set out on Schedule "A".

**102.02.01** The Union representatives' responsibility shall include assisting the employees and the Commission in the problem resolution process, representing employees in disciplinary interviews, assisting in the investigation and resolution of harassment and discrimination complaints, assisting with the identification, investigation and resolution of employee issues and promoting a positive work environment and harmonious labour relations.

**102.02.02 The framework for problem resolution process follows:**

1. In all cases, the Union, shall attend the initial meeting unless the employee waives his/her right to union representation. It is the Union's responsibility to ensure that a Union representative is available for any meeting. In the event a Union representative is not available, the scheduled meeting will proceed. Whenever practical to do so, the employer will be mindful of the Union's preference for days for meetings as provided in writing to the employer from time to time and, where possible, provide for 24 hours' notice.
2. Management will share the results of the initial meeting with the Union, normally within 7 calendar days.

3. Should management determine that an investigation is warranted, the Union will participate in the investigation process in accordance with the provisions of the Collective Agreement. All Parties are expected to act in good faith through the investigation process.
4. The Union would be responsible for ensuring a representative is available to participate in the investigation and the employer will be responsible for the payment of the representative, under the following conditions:
  - a. Payment only for Union co-investigator for time spent in problem resolution meetings when Management co-investigator is present;
  - b. Time paid at straight time "Schedule A" and not to cause additional premium time: and
  - c. Time not considered as time worked in relation to overtime availability/offering or ESA considerations and the time is not to be counted as an overtime refusal.
  - d. Union Representative's time spent with management in meetings would not be counted as an overtime refusal.
5. Unless specifically requested by the Commission, neither the Union nor employee would participate in interviews involving non-Union employees or Parties external to the Commission. Management will share with the Union a summary of the results of interviews with Parties external to the Commission. In the event that the General Manager or designate determine to not request the Union to participate in interviews of Managers, a summary of the results of those interviews will be shared with the Union. Any subsequent questions agreed upon between the co-investigators will be asked of the relevant Parties and a summary of the results provided. This applies to all investigations involving Unionized employees, whether or not the investigation is conducted under the problem resolution process.
6. At the completion of the investigation, a meeting will be held for the purpose of discussing the findings of the investigation and management advising of the resulting course of action to be taken.

**102.03** Officers, management and clerical support staff shall not be required to become members of the Union. This shall include all positions classified as senior management, management and related support staff positions.

**102.04** All Bus Operators, Dispatchers, Inspectors, Ticket Clerks, and Fleet and Facility employees as set out in Schedule "A" shall become members in good standing of the Union.

**102.05** For the purposes of discussing and conferring with respect to any matter which concerns the employer-employee relationship, duly authorized representatives of the Commission shall meet at any reasonable time with the regularly elected Officers of the Union, or a duly appointed committee of members of the Union. However, only individuals designated in writing by the Union President on behalf of the Union, and those designated in writing by the Department Director on behalf of management, will be authorized to bind the respective Parties to any agreement.

**102.06** The Commission and the Union will establish a formal Union/Management Committee in order to discuss matters impacting on employee/employer relationships and working relationships between Management of the Commission and the Union Executive.

**102.07** It is understood and agreed that an appointee of the Union may meet for a period of up to one hour with new hires during the training period, with a representative of the employer or designate in attendance, to review topics which will be provided in advance to the employer.

### **SECTION 103 - PROBATIONARY PERIOD**

**103.01** New employees are engaged for a period of six months during which time they are on probation. In order to complete the probationary period, an employee must work the equivalent of 20 weeks' work during this six month period. Employees failing to complete the required 20 weeks during the six month period may be considered for an extension of the probationary period. Any extension granted will be solely the decision of the Management.

**103.02** After successful completion of the initial training period of employment, new employees will be placed on the Union check off on the basis of a list submitted by the Union to the Director of Finance and Administration of the Commission and the probationary employee will

become a member of the Union at that time. After 3rd week, trainees will be moved to 1- 6 month rate per Schedule "A" as applicable.

**103.03** All new employees, when hired by the Commission, must secure a Working Card from Human Resources before starting employment. The Union undertakes to provide said Working Card to the Director of Human Resources without prejudice or delay.

**103.04** Probationary employees who have successfully completed the initial three week training period will be covered by the terms of the Collective Agreement (Extended Health coverage commences at 30 days, STD/LTD and Group Life at 60 days from date of hire). Management may terminate the employment of a probationary employee at any point in the probationary period for any bona fide reason provided that it does not do so in bad faith.

### **SECTION 104 – CHECK OFF UNION DUES**

**104.01** The Commission agrees to deduct dues for the Union from the pay of employees as per schedule showing pay days from time to time, issued by the Director of Finance and Administration of the Commission, solely on the basis of a list submitted by the Union to the Commission setting forth the names of the employee and the amounts to be deducted. Subject to prevailing legislation, all employees whose names are set on the list submitted by the Union shall have amounts deducted in accordance with the Union's instructions without exception. The total amount of such deductions will be turned over to an accredited Officer of the Union.

### **SECTION 105 - GRIEVANCE PROCEDURE**

**105.01.01** A grievance is defined as an employee's complaint alleging unjust treatment, discipline or discharge, improper interpretation or violation of the Union Contract. In the event of any grievance existing with respect to the Commission or any employee, the same shall be dealt with in the following manner.

**105.01.02** It is agreed that for purposes of this Section 105 (except Section 105.06) Saturdays, Sundays, and Statutory holidays will not be counted as days.

**105.01.03** Nothing contained in this Section 105 shall be deemed in any way to usurp the normal functions of Management. These timeframes in Section 105 can be extended if both Parties agree.

## **105.02 Step I - Grievance**

**105.02.01** Should any employee feel that he/she has a valid grievance, he/she shall submit the grievance in writing to the Department Manager or authorized representative within 10 business days (15 days in the event of grievances directly relating to the employee(s) pay) of the event giving rise to the grievance, noting that grievances submitted by an employee beyond 10 days will be withdrawn without precedent or prejudice by the Union. Upon receipt of any grievance, a copy of said grievance with the assigned grievance number will be forwarded to the Union. The submission must contain the alleged unjust treatment, discipline or discharge, improper interpretation or violation of the Collective Agreement together with the remedy sought.

**105.02.02** The Department Manager or authorized representative will meet with the employee, together with the Union representatives within 5 days of receipt of the grievance to investigate the grievance. By mutual agreement of the Parties, the requirement for the attendance of the grievor at the meeting may be waived.

**105.02.03** The Department Manager or authorized representative will respond to the employee in writing within 5 days of the meeting referred to in Section 105.02.02.

## **105.03 Step II - Grievance**

**105.03.01** Should the employee be dissatisfied with the response of the Department Manager or authorized representative, he/she shall review the issue with the Union who may submit the grievance in writing to the General Manager or authorized representative within 15 days of the receipt of the reply referred to in Section 105.02.03.

**105.03.02** The General Manager or authorized representative will meet with the employee, together with Union representatives, within 10 days excluding Saturdays, Sundays and Statutory holidays of receipt of the grievance referred to in Section 105.03.01 to investigate the grievance. By mutual agreement of the Parties, the requirement for the attendance of the grievor at the meeting may be waived.

**105.03.03** The General Manager or authorized representative will respond to the employee in writing within 10 days of the meeting referred to in Section 105.03.02.

**105.03.04** Provided that notwithstanding the foregoing, in the case of an employee discharged for disciplinary reasons, any grievance arising therefrom may, upon request of the Union or the Commission, proceed in accordance with Step II set out above without the necessity of being investigated by the Department Manager.

## **105.04 Contract Grievance**

**105.04.01** A Contract Grievance is defined as a grievance alleging improper interpretation, application, administration or violation of the Collective Agreement that would not normally be grieved by an individual employee. The Union agrees that the Contract Grievance procedure will not be used to process individual grievances.

**105.04.02** A Contract Grievance will be submitted in writing to the General Manager or authorized representative within 10 days (15 days in the event of grievances directly relating to the employee(s) pay) of the circumstances giving rise to the grievance. A Contract Grievance will be processed as a Step II grievance set out in Section 105.03.

## **105.05 Group Grievance**

**105.05.01** A Group Grievance may be lodged by the Union on behalf of employees when an issue arises which affects more than 2 employees. The group grievance must be submitted to the Department Director or authorized representative within 10 business days (15 days in the event of grievances directly relating to the employee(s) pay) of the event giving rise to the grievance, noting that grievances submitted by employees beyond 10 days will be withdrawn without precedent or prejudice by the Union. Upon receipt of any grievance, a copy of said grievance with the assigned grievance number will be forwarded to the Union. The submission must contain the alleged unjust treatment, discipline or discharge, improper interpretation or violation of the Collective Agreement together with the remedy sought. A group grievance is not to be used to circumvent the individual grievance process. The group grievance must be signed by the employees affected. If either party requires attendance of grievors individually or collectively, they must attend step meetings.

## **105.06 Step III Arbitration (See Section 106)**

**105.06.01** Failing the settlement of any grievance at Step II (including a Contract Grievance), the Union may submit the matter to arbitration in accordance with the provisions of Section 106.

**105.06.02** If a request to proceed to arbitration is not received within 30 calendar days of receipt of the reply of the General Manager or authorized representative referred to in Section 105.03.03, the grievance will be deemed to be resolved.

### **SECTION 106 - ARBITRATION PROCEDURE**

**106.01** Where a difference arises between the Parties relating to the interpretation, application or administration of the Contract, including any question as to whether a matter is arbitrable, or where an allegation is made that this Contract has been violated, either of the Parties may, after exhausting any Grievance Procedure established by Section 105 of this agreement, notify the other party within 30 calendar days of receiving the Commission's final decision as set out in Section 105.03 in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain its list of preferred sole arbitrators. The recipient of the notice shall, within ten days, advise the other party of its list of preferred arbitrators.

**106.02** Failing agreement upon an arbitrator, either Party may contact the Ministry of Labour to appoint an arbitrator in accordance with the Ontario Labour Relations Act.

**106.03** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any employee affected by it.

**106.04** The Arbitrator shall have power to order the reinstatement of any employee and that such employee be paid for part or all of any time lost.

**106.05** The Arbitrator shall not have the power to make a decision inconsistent with the provision of this Contract or to alter, modify or amend any provisions of this Contract.

**106.06** The expenses of the Arbitrator shall be jointly borne by the Parties. Any other costs of arbitration shall be borne by the party incurring the same.

**106.07** Nothing contained in this Section 106 shall be deemed in any way to usurp the normal functions of management.

**106.08** The Parties will meet prior to any referral noted in 106.01 to determine whether they mutually concur to grievance mediation.

### **SECTION 107 - LEAVE OF ABSENCE FOR UNION BUSINESS**

**107.01** Employees shall be given reasonable leave of absence to transact any business of the Union provided arrangements for such absence are made with the respective Department Manager or their authorized representative, reasonably in advance of leave.

**107.02** Subject to permission being granted by the Director of Fleet and Facilities, any Officer or Member of the Union may discuss Union Business requiring immediate action with any member while on duty in the SHOPS ONLY. Such discussions to be limited to the time arranged with the Director of Fleet and Facility. Where such discussion is anticipated to, or has taken in excess of ten minutes, the Officer and Member of the Union shall "book-off Union".

### **SECTION 108 - PROTRACTED LEAVE OF ABSENCE & BOOK-OFFS**

#### **108.01 - PROTRACTED LEAVE OF ABSENCE**

**108.01.01** Any employee requiring a protracted leave of absence shall make application for the same in writing to his/her Department Manager specifying the reasons for the leave of absence. This is not applicable to periods of two weeks or less. The Union shall be provided with a copy of all requests whether or not granted by management. If permission is granted, it shall be in writing bearing the signature of the Department Manager, who shall forward a copy of such permission to the Union. The employer shall not pay the premium cost of providing benefits for employees on protracted leaves after 90 days from the commencement, except for parental/pregnancy leaves. Employees on protracted leaves may request in writing, prior to the commencement of the leave, to be placed in the REP/WDP benefit coverage group (coverage limited to Dental, Vision Care, Extended Health Care and Life Insurance), with the employee paying 100% of premiums. Failure to pay premiums in advance will result in discontinuance of coverage.

**108.01.02** Failure to report for work when such leave expires may constitute sufficient cause for discharge from the Commission's service. All such cases will be reviewed by the Department Manager and the General Manager. Such review to consider the reason for the failure to return but, in any event, the decision will be made solely by the management of the Commission.



**108.01.03** The service seniority of any employee, as it applies to vacations and pensions, who is granted a protracted leave of absence of over 90 consecutive days will be frozen at the 91st day and will commence again to accumulate when the employee returns to work.

**108.01.04** Service, classification and department seniority of any employee granted a protracted leave of absence will continue to accumulate during the period of leave of absence.

**108.01.05** Employees on leave for military service may carry-over vacation pay from the year of military service to the next calendar year by requesting same in writing of management prior to the commencement of the leave.

## **108.02 - BOOK-OFFS**

**108.02.01** Employees are encouraged to schedule medical, dental and other such personal appointments whenever possible, outside of their normal working hours. In the event an employee is unable to schedule the above time outside of their normal working hours, an employee is encouraged to first utilize shift switch procedures before requesting a book-off.

**108.02.02** All requests for book-offs must be made in writing at least three days in advance of the requested book-off. The timeframe will be waived for confirmed personal, medical or dental emergencies or those that affect a direct family member as defined under the Emergency Leave provisions of the Employment Standards Act. It is understood that the provisions of Section 108 provide a greater benefit than the Emergency Leave provisions of the Employment Standards Act.

**108.02.03** All requests for book-offs must be approved, in writing, by the appropriate Department Head. Department Head means the Director of Fleet and Facilities, the Director of Transportation & Planning, the Director of Finance and Administration, or their designates. Such requests for book-offs shall not be unreasonably denied, having regard to resource requirements and allocation as determined by management.

**108.02.04** The timeframe set out in Section 108.01.01 does not apply to book-offs of the Union Executive or Union personnel requested by the President of the Union and appointed EAP representatives. The Department Heads are to be advised of the book-off request within a reasonable time prior to the book-off.

## **108.03 PREGNANCY AND PARENTAL LEAVES**

**108.03.01** Pregnancy and Parental Leaves will be approved by the employer in accordance with the Employment Standards Act as amended from time to time.

## **SECTION 109 - JURY DUTY AND CROWN WITNESS**

**109.01.01** The Commission agrees to reimburse all employees for lost wages when serving as a juror or when subpoenaed as a witness either on behalf of the Commission or by the Crown.

**109.01.02** The Commission agrees that all employees shall be paid a regular basic rate as set out in Schedule "A" for those hours required to be in attendance on their regular scheduled days off when subpoenaed as a witness either on behalf of the Commission (including time spent in court and discoveries on behalf of the Commission) or by the Crown.

**109.01.03** In order to qualify for any payment under Sections 109.01.01 and/or 109.01.02, the employee must produce a "certificate of juror's attendance" in the case of jury duty or a "letter from the Court Clerk" in the case of a subpoenaed witness, indicating the number of days in attendance. This documentation will be obtained at the end of the term served as juror or witness.

**109.01.04** When employees are required to meet with the insurance adjuster or with the Commission's legal counsel beyond the initial accident review meeting, employees will receive a minimum one hour pay at regular basic rate per Schedule "A."

**109.02** When an Operator is serving jury duty or called as a crown witness and is released before scheduled work assignment commences, or before the termination of scheduled work assignment, he/she shall immediately report to the Dispatcher. The Commission undertakes to provide, if available, work assignments up to 8 hours, including court time and within a period of the 11 hour spread, noting court time must be validated and employees must work the assignment given.

**109.03** When a member of the Garage staff is serving jury duty or called as a crown witness either on behalf of the Commission or by the Crown and is released early in the day, he/she shall report for work as soon as possible in order to reduce the amount of lost wages. Employees on the 9:00 PM to 7:00 AM shift or the 11:00 PM to 7:00 AM shift who

are required to attend jury duty or called as a crown witness either on behalf of the Commission or by the Crown will be provided the option of being booked off one shift (either before or after the court time at the employee's option). In the event that the witness or jury time is less than the employee's regular shift, the employee will be assigned day work for the remainder of their time until 4:00 PM.

**109.04** With respect to subsections 109.02 and 109.03 above, the work day for all purposes including spread time commences with the earlier of the time that work actually commenced or the time that the employee is required to be in court. In the event that an employee must attend court mid-shift, 1/2 hour travel and preparation time (1 hour where the court is outside of the City of London) is to be provided. In the event that an employee is to return to work after jury or witness duty, 1/2 hour (1 hour where the court is outside of the City of London) is provided and it is noted that employees will not be expected to return to duty when there is less than 90 minutes (120 minutes where the court is outside of the City of London) between the end of jury witness duty and the end of duration of the employees work day as defined above. In the event that an employee is to return to work after jury or witness duty, he or she is required to work up to the 11 hour spread cap only.

### **SECTION 110 - BEREAVEMENT LEAVE**

**110.01** In the event of death of the following relations of an employee, the employee will be considered on bereavement leave and will be paid lost time for scheduled work days only at the regular rate of pay up to 8 hours per day. The employee must advise his/her Department Manager or designate prior to the leave in order to qualify.

**110.02** Death of current husband or wife, dependent son or daughter, including step relations, the Commission will pay up to a maximum of five scheduled work days.

**110.03** Death of father, mother, sister, brother, stepfather, stepmother, or other relative who served as the employee's legally recognized custodial guardian, upon provision of documentation confirming same, the Commission will pay up to a maximum of three scheduled work days, which must be taken in consecutive scheduled working days commencing within one week of the death.

**110.04** Death of mother-in-law, father-in-law, daughter-in-law or son-in-law, or grandchild, the Commission will pay up to a maximum of two scheduled work days, which must be taken in consecutive scheduled working days commencing within one week of the death.

**110.05** Death of grandfather, grandmother, brother-in-law, sister-in-law the Commission will pay one day.

**110.06** The Parties are in agreement that an employee would be reimbursed for lost time as a result of being notified of a death partly through a shift provided total payment does not exceed the number of days set out above.

**110.07** An employee will be entitled to one (1) day bereavement leave with pay to attend the funeral as a pallbearer for a present employee, a retired employee or a former employee provided such former employee is receiving long term disability payments under the Commission's benefit plan.

### **SECTION 111 - LICENCES**

**111.01** The Commission undertakes to have available a copy of the Highway Traffic Act. All employees must familiarize themselves with the rules and regulations governing the operation of buses in accordance with this Act.

**111.02** No employee shall be permitted to operate a bus unless such employee holds the necessary licence in good standing. The licence shall be as determined by the Ministry of Transportation of Ontario.

**111.03** No employee or any other person shall be permitted to operate a bus without the authority of the Director of Transportation & Planning or Director of Fleet and Facilities.

**111.04** All employees shall report immediately any occurrence affecting the status of their licence. Licences of all employees shall be viewed periodically and from time to time as may be deemed necessary by an accredited representative of the Commission, in order to establish that all such licences are in good standing.

**111.05** The Commission will pay the cost of licence renewal, together with the cost of any written tests required by the Ministry of Transportation of Ontario for Fleet and Facilities employees.

**111.06** The Commission undertakes to reimburse each employee up to \$125.00 every three years to cover the cost of one medical examination that may be required by the Ministry of Transportation of Ontario medical. The employee will be required to produce evidence of payment. Employees may have their Ministry of Transportation medicals completed by the Commission's medical resource at no cost to the employee. The Commission will undertake to reimburse employees aged 65 and older for required "MTO" medicals, as legislatively required.

**111.07** The Commission will not reimburse employees for base licence requirements, e.g. skilled trade licences and CZ licence for Operators. Any other licence required and requested, by the Commission, of a group of employees or individual employee, subsequent to the date of last hire the Commission will pay for obtaining and maintaining the licence.

## **SECTION 112 - INTERFERENCE AND OUTSIDE INTERESTS**

**112.01** The safe and efficient operation and maintenance of the Commission's vehicles involves considerable responsibility on the part of all employees. Failure of any employee to assume his/her rightful responsibility may result in serious loss to the Commission. Every employee is expected, therefore, to apply his/her best effort to his/her job and must not permit any outside interests to interfere in any degree with his/her job.

**112.02** Except as provided in Section 108.01.05 the Commission will consider it a serious offence should any Union member engage in outside employment of any nature, part-time or otherwise, which interferes in any degree with his/her job with the Commission. Management will discuss such offences with the Union before acting on such offences.

## **SECTION 113 - RATES OF PAY**

**113.01** The basic hourly rate of pay shall be as per Schedule "A" attached hereto and forming part of this Contract.

### **113.02 OVERTIME**

**113.02.01** All employees shall receive one and one half times their regular basic rate as covered in Schedule "A" (premium of 1/2 time) for all work in excess of 8 hours daily. The present arrangement of 7 and 8 minute split to determine the next 1/4 hour will continue with all reporting and travel time to be included as hours of work.

### **Examples**

- (1) work 8 hours and 7 minutes pays 8 hours at straight time.
- (2) work 8 hours and 8 minutes to 8 hours and 22 minutes pays 8 hours at straight time and 1/4 hour at overtime.
- (3) work 8 hours and 23 minutes to 8 hours and 37 minutes pays 8 hours at straight time and 1/2 hour at overtime. And so on.

**113.02.02** All employees called in on an emergency to work on his/her scheduled day off will be paid at one and one half times the regular basic rate for all hours worked, unless on a Sunday or Statutory Holiday (see Sections 113.03 and 115.11).

**113.02.03** All unscheduled overtime is voluntary until such time as the assignment is accepted by the employee. The co-operation of employees is required in light of the urgent needs of service.

### **113.03 SUNDAY PREMIUM**

**113.03.01** All employees shall receive one and one-quarter times their regular basic pay rates as covered in Schedule "A" (premium of 1/4 time) for all hours worked on Sundays to a maximum of 8 hours per Sunday.

**113.03.02** All employees working on Sunday, which is also their regular scheduled day off, shall receive the Sunday premium (1/4 time) referred to in Section 113.03.01 in addition to the overtime premium (1/2 time).

### **113.04 TEN HOUR SPREAD PREMIUM**

**113.04.01** All employees shall receive a premium of 1/2 times their regular rates as covered in Schedule "A" for all hours worked in excess of a ten hour spread.

### **113.05 ACCIDENT REPORT/INCIDENT REPORT**

**113.05.01** Employees will be paid an accident report allowance of 1/4 hour (allowance not treated as time worked) for writing each accident report provided the report is complete in every detail, further check back by the Management staff is unnecessary and all the requirements of Section 118 have been fulfilled.

**113.05.02** The accident report allowance will not be paid to the following listed personnel if the accident report is completed during work hours: Fleet & Facilities, Dispatchers, Inspectors, Ticket Clerks and Reliefs.

**113.05.03 INCIDENT REPORT-** In the event that the management investigator, in consultation with the Union investigator, requires details of an incident in the form of a written report, the report fee noted in 113.05. 01 will be payable.

### **113.06 INSTRUCTION PREMIUM**

**113.06.01** All employees shall receive a premium of \$.75 per hour for conducting classroom instruction for defensive driving or for any other reason deemed necessary by the Commission. The employer may require ½ hour paid session preparation and wrap up time per day for a maximum of 8.5 hours total per day separate and apart from the limits of 114.01.02. Where classroom trainers are required to work on their regularly scheduled days off, and other than weeks where classroom training is scheduled Monday to Friday, they will meet with management to determine mutually agreeable lieu days off.

**113.06.02** Mechanic instructing other Mechanics on bench work only shall receive a premium of \$.20 per hour.

**113.06.03** Any Fleet & Facilities instruction deemed necessary by the Director of Fleet and Facility for filling vacancies due to sickness, vacations or other absenteeism shall receive a premium of \$.25 per hour.

**113.06.04** Licensed Journeyman instructing and/or supervising work of an apprentice shall receive a premium of \$.35 per hour.

**113.06.05** All Fleet & Facilities instruction to be authorized by the Director of Fleet & Facilities or his/her authorized representative.

**113.06.06** Licensed Journeyman cannot refuse to train or supervise apprentices as directed by the Director of Fleet & Facilities or his/her authorized representative.

**113.06.07** Licensed Journeyman shall mean a qualified tradesman in a designated trade as set out in The Apprenticeship and Tradesmen's Qualification Act of the Province of Ontario.

**113.06.08** When the Commission establishes an Operator trainer group during the term of this Collective Agreement, the selected Operators (as selected by management in consultation with the Union) will be paid a premium of \$.75 per hour when actually working as an Operator Trainer.

**113.06.09** Full time Inspectors, Dispatchers and Ticket Clerks shall receive a premium of \$.75 per hour for providing training in the respective classifications. It is the expectation of all such full-time employees that they will provide on-the-job training of relief trainees. The responsibility shall include demonstrating and explaining activities on the shift, providing advice and guidance to the trainee and providing all required assessments of the trainee's performance. Except with the employee's agreement, full-time employees shall not be moved from signed shifts in order to accommodate training of trainees. The assignment of trainees to specific shifts for training purposes will be made by management in its sole discretion.

### **113.07 RELIEF PAY FOR WORK IN A HIGHER CLASSIFICATION**

**113.07.01** An employee will be paid the higher hourly rate when relieving an employee of a higher classification and that such employee will be paid at the higher rate for all hours worked at the higher classification.

**113.07.02** An employee who works the last scheduled day before or the first scheduled day after a Statutory Holiday in a higher classification will be paid for the Statutory Holiday at the rate of the higher classification. (Reference clause 115.08).

### **113.08 PAY FOR COMPENSATION INJURIES ON DAY OF OCCURRENCE**

**113.08.01** Any employee injured on the job will be paid the balance of working shift for any hours lost on the date of injury, where the employee is sent home by a medical authority or any authorized representative of the Commission.

### **113.09 12 HOUR SPREAD PREMIUM**

**113.09.01** All employees shall receive a premium of 1/2 times the regular basic hourly rate for the hours worked in excess of a 12 hour spread.

**113.09.02** These hours will be on a voluntary basis except where an emergency is deemed to exist by the Commission. In such cases of emergency, employees will complete the assignment.

**113.09.03** Where an employee is called back to work, such that he/she is required to make an additional trip into work, after a 12 hour spread,

he/she shall be paid a minimum payment of 2 hours at the premium rate provided for in Section 113.10.01.

**113.09.04** The 12 hour spread premium provided in Section 113.10.01 is payable in addition to the 10 hour spread premium covered in Section 113.04.

### **113.10 DAYLIGHT SAVINGS TIME**

**113.10.01** When changes are made to and from Daylight Savings Time, employees will be paid for actual hours worked.

### **113.11 11 HOUR CAP**

**113.11.01** In cases where an employee who is entitled to daily guarantee works beyond the 11 hour spread cap, the employee will be considered to have worked 8 hours at the 11 hour spread cap per section 114.01.03. Work beyond the 11 hour spread cap will then be paid at overtime rates i.e., attract a premium of ½ times their regular hourly rates per Schedule A. It is specifically noted that report and travel time are not included in the 11 hour spread cap.

### **113.12 PAY FOR EMPLOYEES APPOINTED to COMMITTEES**

**113.12.01** Employees and any Union representatives appointed to the following committees and task groups will be paid Schedule “A” rates without premiums for time spent in scheduled committee meetings whether or not such time represents payment for lost wages.

- Wellness Committee
- Diversity Committee
- Schedule Planning Committee (with related changes to Section 218)
- Garage Coordinating Committee
- Dispatcher and Inspector Focus Groups
- Return to Work Guidelines Committee (for the purpose of identifying and agreeing to new alternate work)
- And other Committees and task groups as mutually agreed between the Parties

The Parties discussed the benefit of an enhanced Wellness program (including the potential to reduce employee injury and sickness). The Parties agree to continue the Wellness Committee, reporting through the Occupational Health & Safety Committee, noting that participation by employees is voluntary but encouraged. The Wellness Committee is comprised of three appointees of the Union and three appointees of the employer.

## **SECTION 114 - HOURS OF WORK**

**114.01.01** Days off will be scheduled to provide as near as possible an average work week of 40 hours, completed in a total of five days, for all employees. This pertains to regular scheduled Operators only so far as Operators are concerned. Employees should refer to Section 204 and 210.01 for hours of work and guarantees for Spare Operators.

**114.01.02.01** Up to twenty-five per cent of the runs can be scheduled up to eight hours and thirty minutes maximum. Effective January 1, 2017 (first sign-up of 2017), up to 27% of the runs can be scheduled up to eight hours and thirty minutes maximum

**114.01.02.02** A maximum of an additional 5% of the runs may be scheduled to work between 8 hours and 31 minutes and 8 hours and 45 minutes. Effective January 1, 2017 (first sign-up of 2017), a maximum of an additional 8% of runs may be scheduled to work between 8 hours and 31 minutes and 8 hours and 45 minutes

**114.01.03** The maximum spread period is capped at eleven hours.

### **114.02 SHIFT SWITCHES**

**114.02.01** Shift switches are subject to the following conditions:

- application to switch shifts must be made 48 hours in advance of the switch, or prior to posting for the earliest date for the switch for Operators and must be signed by both employees.

- application will be subject to the approval of the respective Department Manager or appointed representative.

- switch shift requests can be requested for a single day up to/and including a maximum period of two weeks within the sign-up.

- switches are not required to be completed within the same pay period

commencing Sunday and ending Saturday if there is no premium cost to the Commission, there is no impact on minimum work assignment guarantees and no violation of the Employment Standards Act results.

- switches will only be permitted on shifts within a work day or scheduled day off for scheduled day off.

- employees will be paid for the shifts they actually work.

- the Commission will not pay any additional premiums as a result of such switching.

- shift switches will only be permitted on days where neither employee making the request is currently involved in a shift change with another employee on the same day. Employees will not be permitted a shift switch into “unsigned (future)” sign-up period.

- employees may switch with another employee in the same classification, except as expressly agreed between the Parties.

**114.03 NEW YEAR’S EVE- OPERATORS** The Commission may require Operators to work a maximum of nine hours within a twelve hour spread for extended New Year’s Eve service only. Operators who are required to work beyond the normal finishing time of the run which is after 12:00 midnight shall receive an additional one half times their basic rate for the hours worked beyond the normal finishing time. If an Operator works for more than eight hours, the hours worked beyond eight hours will be paid at one and one half times his/her basic wage rate plus applicable prevailing spreads. If an Operator works (8) eight hours or less but works after the normal finishing time, the hours worked beyond the normal finishing time will be paid at one and one half times his/her basic wage rate. Operators working on New Year’s Eve who would otherwise work a ten hour shift (i.e., have a signed ten hour run at the time of the New Year’s Eve service), will have a ten hour guarantee regardless of the hours worked. The post-midnight premium applies only to hours worked.

## **SECTION 115 - STATUTORY HOLIDAYS - NOT WORKING AND WORKING**

### **Section 115.01 STATUTORY HOLIDAYS - NOT WORKING**

**115.01.01** All permanent hourly paid employees not scheduled for work on each of the following days will be paid at straight time for eight

hours without premium of any kind provided they work last scheduled working day before holiday and first scheduled working day after holiday and must work their regular scheduled hours during these days. In all cases where the absence before and/or after the Statutory Holiday is due to a disciplinary suspension of less than six working days, the period of suspension will be considered to be time worked for the purpose of calculation of Statutory Holiday pay.

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

**115.02** No payment if employee is off due to sickness or on Workers’ Compensation (WSIB) or on leave of absence or any suspension. Employees on Rehabilitative Assignments whose regular day off falls on a Statutory Holiday will be paid Statutory Holiday pay provided the employee works hours in accordance with the Rehabilitative Assignment Agreement for the last scheduled day before the statutory holiday and first scheduled day after the statutory holiday.

**115.03.01** Payment will be made at the basic rate for any Statutory Holiday falling within a vacation period in addition to regular vacation pay.

**115.03.02** For Fleet & Facilities Department employees only, if a Statutory Holiday falls within the employees vacation period, employees will be able to sign for the last working day before or after their vacation, in lieu of receiving Statutory Holiday pay, subject to vacation, weekend and floater holiday sign-up rules as posted and determined by management (i.e. dependent on manpower availability). The employee must make his/her election at the time of sign-up. If a lieu day cannot be accommodated, the employee will be paid as prescribed in this section.

**115.04** The Statutory Holiday as far as Night Shifts are concerned will be determined by the shift commencement time. Night Shift starting work before midnight of the day previous to one of the above statutory holidays will be entered as working on day prior to the Holiday. If shift commences any time during the Holiday, employees will be subject to the provisions of Section 115.10

**115.05.01** An employee, not scheduled for work on any Statutory Holiday, shall not be disqualified from receiving Statutory Holiday pay as a result of being late on either the scheduled work day before or (not and) scheduled work day after Statutory Holiday provided he/she reports at the Dispatchers office or the office of the Director of Fleet & Facilities within 1 hour of start of original scheduled time. A Relief Operator, not scheduled for work on any Statutory Holiday, shall not be disqualified from receiving Statutory Holiday pay as a result of reporting late at the relief point on either the scheduled work day before or (not and) scheduled work day after the Statutory Holiday provided he/she contacts the Dispatch Office in person or by phone within one hour of start of original scheduled time. In this case, the timeframes provide for in section 206.02.04 are extended to one hour.

**115.05.02** As a further clarification to 115.06.01 payment for Statutory holidays, where two Statutory holidays are together and where the employee is not scheduled for work on either Statutory Holiday, will be as determined based on the following:

- if an employee is late the scheduled work day before and the scheduled work day after the Statutory holidays, the employee will not receive Statutory Holiday pay for either of the Statutory holidays, regardless of the timing of report.

- if an employee is late either the scheduled work day before or (not and) the scheduled work day after the Statutory Holiday but reports, at the Dispatchers office or the office of the Director of Fleet and Facilities within one hour of the start of the original scheduled time on the respective day the employee is late, the employee will receive Statutory Holiday pay for both days.

- if an employee is late either the scheduled work day before or (not and) the scheduled work day after the Statutory holidays and does not report, at the Dispatchers office or the office of the Director of Fleet & Facilities within one hour of the start of the original scheduled time, the employee will receive Statutory Holiday pay for only one of the Statutory holidays.

**115.06.01** An employee, not scheduled for work on any Statutory Holiday, shall not be disqualified from receiving Statutory Holiday pay as a result of booking off on any scheduled day which may otherwise disqualify him/her provided permission is requested sufficiently in advance. Management shall be solely responsible for deciding if an

employee is to be allowed to book off.

**115.06.02** An employee, not scheduled for work on any Statutory Holiday, shall not be disqualified from receiving Statutory Holiday pay as a result of going off sick during scheduled work hours either on the last scheduled working day before the Statutory Holiday provided the first scheduled day after the Statutory Holiday is worked or the first scheduled working day after the Statutory Holiday provided the last scheduled day before the Statutory Holiday is worked. In order to qualify for payment, the employee must submit the certificate indicating employee was seen by a medical doctor relating to the sickness on the day which was missed, noting such evidence is to be provided no later than the second scheduled day of work after the employee goes off sick.

**115.07** An employee shall not be disqualified from receiving Statutory Holiday pay while on vacation or if on an approved leave as a result of not working on either the last scheduled working day before the holiday or the first scheduled working day after the holiday.

**115.08** Statutory Holiday pay for an employee working in a higher classification for the last scheduled day before or the first scheduled day after the Statutory Holiday will be governed by Section 113.07.02.

#### **Section 115.09 STATUTORY HOLIDAY - WORKING**

115.09.01 All permanent hourly paid employees working on the following Statutory holidays and completing all the assigned hours will be paid 8 hours for the Statutory Holiday and one and one half times their basic rate for all hours worked:

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

**115.09.02** Any permanent hourly paid employee who goes off sick on the holiday, during scheduled work hours, thereby working only part of the assigned work, will be paid eight hours Statutory Holiday pay and one and one half times their basic rate for all hours worked, provided the employee submits to the Manager of Human Resources a certificate indicating employee was seen by a medical doctor relating

to the sickness on the day which was missed. In order to qualify for payment, the employee must submit the doctor's certificate no later than the second scheduled day of work after the holiday.

**115.09.03** All employees scheduled for work on the above days and due to sickness on the holiday are unable to work, will be paid at straight time provided they work the last scheduled day before the holiday and the first scheduled day after the holiday, provided the employee submits to the Dispatcher or Director of Fleet & Facilities a certificate indicating employee was seen by a medical doctor relating to the sickness on the day which was missed. In order to qualify for payment, the employee must submit the Doctor's certificate no later than the second scheduled day of work after the holiday.

**115.09.04** Employees working on a Rehabilitative Assignment Agreement scheduled to work on statutory holidays will be paid Statutory Holiday pay subject to the foregoing conditions.

**115.10** In addition to the above days, the above rate of pay will apply for all hours worked on days proclaimed as Statutory holidays for all workplaces by the Provincial government.

**115.11** Part-time (permanent and temporary) and probationary employees still in their first 60 days of employment will be paid at one and one half times their basic rate for all hours worked on the above days.

**115.12** Stand-by Operators on Statutory holidays will be paid 4 hours at straight time. If work is received the Operator will receive time and one half for all hours worked subject to a minimum of four hours and subject to the guarantee as per Section 204.01.

#### **115.13 Movement of Lieu Days**

Garage employees, Dispatchers, Inspectors and Ticket Clerks, will be permitted lieu days for eligible statutory holidays to be moved based on the following minimum criteria:

- minimum working complement levels are maintained;
- the date moved to is subsequent to the Statutory Holiday, except that for Fleet and Facilities employees for Christmas Day, Boxing Day and New Year's Day falling within the previous calendar year, the lieu can be moved back as far as December 1;

- the employee does not move the week of vacation that contains the Statutory Holiday; and

- all lieu days must be taken before the end of the calendar year in which they fall.

### **SECTION 116 - FLOATER HOLIDAY**

**116.01** In addition to the statutory holidays, referred to in Section 115, the Commission will grant to each permanent hourly employee, including those who commenced employment in the previous calendar year, one "floater" holiday per annum.

**116.02** Operators shall sign for this floater holiday on the basis of classification seniority.

**116.03** Relief Inspectors, Dispatchers and Ticket Clerks will sign for their floater holiday with the permanent Inspectors, Dispatchers and Ticket Clerks. These Relief positions, when taking the floater holiday, will be paid at the rate of pay for the appropriate permanent positions so long as the Commission continues the above signing procedures.

**116.04** Inspectors, Dispatchers, Ticket Clerks and applicable reliefs, will sign for the floater holiday based upon classification seniority. Regular Inspectors, Dispatchers and Ticket Clerks will sign before the respective reliefs.

**116.05** Fleet & Facilities employees, shall sign for their floater holiday on the basis of Fleet & Facilities department service seniority within their respective work groups.

**116.06** It is agreed that all permanent hourly employees eligible for this floater holiday will be paid at straight time for eight hours for this floater holiday without premium of any kind.

### **SECTION 117 - VACATIONS**

**117.01** Vacation with pay will be given to all employees continually employed to January 1st in the year vacation is taken based on the length of service to January 1st, covering vacation for the previous calendar year as follows:

- Less than one year's service - two full weeks' vacation in the calendar year following the calendar year in which the employee is hired paid at forty hours per week times rate.



- One year's service - two full weeks' vacation paid at forty hours times rate.
- Four years' service - three full weeks' vacation paid at forty hours per week at rate.
- Ten years' service - four full weeks' vacation paid at forty hours per week at rate.
- Seventeen years' service - five full weeks' vacation paid at forty hours per week at rate.
- Twenty four years' service - six full weeks' vacation paid at forty hours per week at rate.

Effective June 30, 2017, on a quarterly calendar basis, employee printouts with banked time (of any kind) will be made, upon request, available through the Operations Administrative Assistant.

**117.02.01** Operators shall sign for their vacation on the basis of classification seniority.

**117.02.02** Relief Inspectors, Dispatchers and Ticket Clerks will sign vacation periods with the permanent Inspectors, Dispatchers and Ticket Clerks. These Relief positions, when taking vacation, will be paid at the rate of pay for the appropriate permanent positions so long as the Commission continues the above signing procedures.

**117.02.03** Inspectors, Dispatchers, Ticket Clerks and applicable reliefs, vacation will be signed based upon classification seniority. Regular Inspectors, Dispatchers and Ticket Clerks will sign before the respective reliefs.

**117.02.04** Fleet & Facilities department employees shall sign their vacation on the basis of Fleet & Facilities department service seniority within their respective work groups.

**117.03** Vacation pay shall be paid at the current rate of pay per Schedule "A" in effect at the time of the period of vacation without premium of any kind.

**117.03.01** Vacation schedules shall be established by the Department Managers for their respective departments on the basis of their retaining sufficient staff in their departments to fill all respective department requirements of the Commission without the necessity of paying overtime rates to other employees relieving those employees on vacation.

**117.03.02** The vacation schedule shall be spread over the entire year or a sufficient portion of the year to provide for the several categories of vacations mentioned above on the basis of a maximum number of Operators and Fleet & Facilities Department employees off on vacation at any one time, and without overlapping. This maximum number shall be determined by the Department Managers.

**117.03.03** Operators will be able to sign for vacation on all weeks of the year.

**117.03.04** In determining the number of Fleet & Facilities Department employees off on vacation at any one time, the Director of Fleet & Facilities shall divide this number into several necessary vacation sign-up work groups to the end of keeping a balanced staff on duty at all times.

**117.04.01** Employees will be allowed to move their previously signed vacation weeks into open weeks that become available after initially being signed, on the following basis:

- i) On a first come first serve basis if the Commission has less than two weeks' notice of a change in vacations creating the open week(s).
- ii) Where there is a change creating an open week(s) in which the Commission has two weeks or more notice of the open week being created, the open week(s) will be posted and awarded on the basis of Operator classification seniority. The posting period will be for seven calendar days.
- iii) On a first come first serve basis where a previously posted open week(s) was not filled because no requests were received for the open week(s) through the posting process.

For Fleet & Facilities department employees, the above process is limited by the impact of the respective vacation sign-up work groups.

**117.04.02** Employees will be allowed to move their previously signed vacation weeks into open weeks that were not initially signed, on the following basis:

- Inspectors, Dispatchers, Ticket Clerks and related relief positions will, within their respective areas, be allowed to move previously signed vacation weeks into open weeks on a first come first serve basis.
- Fleet & Facilities Department employees will be allowed to move

previously signed vacation weeks into open weeks within their respective vacation sign-up work group on a first come first serve basis.

- When moving a week of vacation, either by trade with another Operator or by posting for an open week of vacation, the Operator may not move back to any week originally signed at the vacation signup once it has been given up.

**117.05.03** Employees who are off work in receipt of WSIB payments during period of scheduled vacation, or those who are hospitalized during period of vacation for a non-occupational condition, may elect to move holidays to open weeks at any point that they become available subsequently during the calendar year. If the election is made, the employee must accept the first weeks which subsequently become available. If no open weeks become available by the end of the calendar year, the employee may only bank to the extent provided in Section 117.12, and any vacation not observed as a result of the current year's WSIB related absence or hospitalization will be paid out.

**117.05.04** Requests for moving vacation weeks into open weeks must be received by the Wednesday before the commencement of the next full week (note a week starts on a Sunday).

**117.05.05** Full weeks only are subject to being moved (Operations only).

**117.05.06** Employees do not have to be at work to request moving signed vacation weeks to open weeks.

**117.06.01** Employees will be allowed to switch full weeks of signed vacation only, with other employees, in their respective classifications and/or work groups, when such vacation will fall during confirmed period of illness or injury (that is where Workers' Compensation- WSIB or Short Term Disability benefits are payable). The switching is to be arranged in advance. The employees do not have to be at work to make the switch.

**117.06.02** Operators wishing to switch vacations with other Operators, must complete the required form and submit same to the Department Manager or designate at least seven days prior to earliest switched week (forms available from Dispatch Office). Should a vacation week contain a Statutory Holiday on which the Operator has signed to work, the switching Operator must work that shift. Approval must be received from the Department Manager or designate to implement the switch.

**117.07** Taking of extended vacation beyond that signed for shall be considered a serious offence where an emergency has not been established that the extension was unavoidable. The respective Managers must be notified immediately.

**117.08** A week's vacation will cover a period from Sunday to Saturday inclusive.

**117.09** Vacations must be reported on the pay sheet at the time as vacations. Pay for vacations shall be made at the usual pay period of the Commission.

**117.10** Vacation schedules established by the Commission shall be signed under the joint supervision of the Vacation Committee of the Union and the respective Department Managers. The first vacations to be taken in the year are likely to be the last signed. It is therefore imperative that the entire schedule be signed systematically and with Dispatch. The rate of signing shall therefore be determined and shall be posted at the time of posting the vacation schedule. Any employee not signing for vacation at the rate required shall be signed on by the Committee in order to maintain the necessary rate of signing. Such employees shall, of necessity, abide by the decision and take the vacation periods assigned.

#### **117.11 VACATION PAY REDUCTION**

**117.11.01** There shall be no reduction in vacation pay where an employee has been absent the previous year for periods of sixty paid (work) days or less. Effective December 15, 2009, this excludes absence from work of a full-time President of ATU Local, 741.

**117.11.02** For periods of absence in excess of sixty paid days, the following formula will apply to determine the vacation pay (hours) reduction.

- base paid days per year equal to 252 days or 2,016 payroll hours per year. Base paid days are calculated as follows: 365 days minus 104 Saturday and Sundays and ten statutory holidays;

- threshold days, for the purpose of determining vacation pay reduction only, equal to 60 paid days or 480 hours; and

- actual lost time to be expressed in paid days, noting a paid day is based on eight hours.

BASE PAID HRS - (LOST TIME - THRESHOLD TIME)

X 100 BASE PAID HOURS EXAMPLE:

- BASE PAID DAYS 252 DAYS (2,016 HOURS)

- THRESHOLD 60 DAYS (480 HOURS)

- ACTUAL LOST TIME 100 DAYS (800 HOURS)

- CURRENT VACATION TIME 4 WEEKS (160 HOURS)

$$\frac{2,016 \text{ HRS} - (800 \text{ HRS} - 480 \text{ HRS}) \times 100 = 84.12\%}{2,016 \text{ HRS}}$$

= ELIGIBLE VACATION TIME EQUAL TO 84.12% OF CURRENT VACATION TIME

= LOST VACATION TIME EQUAL TO 15.88% OF CURRENT VACATION TIME

= LOST VACATION TIME EQUAL TO 15.88% TIMES 160 HOURS OR 26 HOURS

= 26 HOURS TIMES WAGE RATE = LOST VACATION PAY

**117.11.03** The results of the formula will be rounded to the nearest full hour. Vacation pay reduction will not reduce entitlement below two weeks (eighty hours). Effective with 2010 vacation observance, vacation pay reduction will not reduce entitlement by more than two weeks (eighty hours).

**117.11.04** An employee will have the option of taking the lost vacation time without pay or working such time. That is, the employee will sign for all vacation entitlements but may elect to work some of the vacation time, to a maximum of the lost vacation pay.

### **117.12 BANKING OF VACATION TIME**

**117.12.01** Employees with four weeks or more of vacation time and pay may bank earned vacation time. The minimum/maximum vacation time that can be banked per year will be determined as follows: employees with four weeks earned vacation pay and time one full week can be banked; employees with five weeks earned vacation pay and time two full weeks can be banked; employees with six weeks' vacation pay and time three full weeks can be banked.

**117.12.02** The banking of vacation time and pay is intended for the sole purpose of providing for an early paid leave only, with such leave, to be taken immediately prior to formal retirement, noting formal retirement could be to the REP/WDP position or to full retirement.

**117.12.03** When banked vacation time is actually taken, the related payment will be based on straight time and the Schedule "A" classification wage rate being paid at the time the banked vacation time is being used.

**117.12.04** The following applies with respect to banked vacation time being taken as an early paid leave:

- If the employee is moving into the "Wind Down Program or Reduced Employment Personnel" program (as per Section 217), the early paid leave is to be taken in advance of entering the program. The employee, for benefit coverage purposes, will be subject to benefits coverage election per section 122.11, noting the election will be for the leave and early retirement period (if any). Pension time and benefit would continue to accrue, for the period of the early paid leave subject to the conditions of the pension benefit contract. All other Commission employment benefits would cease at the commencement of the early paid leave.

- If the employee is moving to full retirement, the employee, for benefit coverage purposes, will be subject to benefits coverage election per section 122.11, noting the election will be for the leave and early retirement period (if any). Pension time and benefit would continue to accrue, for the period of the early paid leave subject to the conditions of the pension benefit contract. All other Commission employment benefits would cease at the commencement of the employees early paid leave.

**117.12.05** If an employee, with banked vacation time, leaves employment, any banked vacation time not used will be paid out at straight time and the Schedule "A" classification wage rate being paid at the time the employee leaves employment.

**117.12.06** Employees have to advise by November 1st of each year of their intent to bank vacation time for the subsequent year, noting that August 31 is the date used by the employer for cut-off to prepare notice to employees regarding banked time.

**117.13** All employees are permitted to convert one week of vacation into five single days of vacation (eight hours per day). Once an employee

has reached a vacation entitlement of four weeks, they are permitted to convert two weeks into ten single days of vacation (eight hours per day).

## **SECTION 118 - ACCIDENTS**

**118.01** Any employee having an accident of any kind during his/her hours of employment with the Commission which involves public injury, employee injury, property damage to others or damage to Commission property or an accident which might develop into such must make a complete and accurate report on the appropriate accident report form.

**118.02** An employee must file a completed accident report form with the appropriate Department Head, or his/her appointed representative, or the Transportation Supervisor, at the conclusion of his/her shift or within 48 hours of the accident. The Commission recognizes that these deadlines may not be appropriate in all cases.

**118.03** Accident reports will be reviewed by the Management staff. Such review may result in disciplinary action as provided in Section 120.

**118.04** Employees reporting injuries to their doctor must also report the injury to the appropriate Department Head or designate.

**118.05** Operators must advise a Dispatcher or Inspector if they are going off work due to an injury, noting the applicable report must be filed in accordance with clause 118.01 and 118.02.

**118.06** Failure to submit an accident report will result in the suspension of the employee from work until a report has been submitted.

**118.07** Any employee having an accident of any kind in the garage and maintenance area during his/her hours of employment with the Commission which involves public injury, employee injury, property damage to others or damage to Commission property or an accident which might develop into such, must notify Management or designate prior to leaving the premises of the Commission. Further, the applicable report must be filed in accordance with clauses 118.01 and 118.02.

**118.08** Employees required to report to the Police Reporting Centre outside of the normal working hours, for the purpose of completing a work-related "Self Reporting Collision Report" will be paid 1 hour straight time at the applicable Schedule "A" wage rate. Where an employee is required to spend more than 1 hour at the Reporting Centre

to complete the necessary forms, the employee shall apply to be paid up to one hour additional pay at Schedule "A" rate and, upon verification by management, such payments will be granted.

## **SECTION 119 - REPORTING BUS AND OTHER EQUIPMENT DEFECTS**

**119.01** All employees shall report promptly all defects in buses and/or other equipment, which they are operating.

**119.02** The habit of reporting defects in equipment which, on examination, prove to be ok shall not be condoned, and ok pull-ins shall be recorded on the employee's record. These offences will be discussed with the employee and, if continued, may result in corrective action including discipline in accordance with the relevant sections of this Collective Agreement.

### **119.03 Change off Requests**

When a change-off is requested the following procedures will be followed:

1. Change-offs will be coordinated through the actions of Inspectors, Dispatchers and Fleet and Facilities staff;
2. Requests for Change-off- When an Operator requests a change-off through Dispatch,
  - a) the Dispatcher will confirm with the Operator that the defect impacts the safe operation of the bus or, if it does not, encourage the Operator to keep that bus in service;
  - b) if the request for change-off continues despite the defect not impacting safe operation, except as noted in c) below, the request will be reviewed with the mobile mechanic to determine if the defect can be corrected by him; and
  - c) if the request for change-off relates to medical reasons, the change-off will be requested through Dispatch and provided, noting that Operators are expected to comply with established procedures regarding bus restrictions.
3. Carrying Out Change-offs- When a change-off is necessary per the foregoing, the change-off will be made by Fleet and Facilities personnel except if, in the opinion of the duty Fleet and Facilities

Manager or Relief Supervisor, all available Fleet and Facilities employees are engaged in meaningful work that makes them unavailable. In cases where it is determined that a Fleet and Facilities' employee will not perform the change off:

- a) a report will be provided to the Director of Fleet and Facilities explaining the details of the action, to be completed by the duty Fleet and Facilities Manager or Relief Supervisor. The Director will send a copy of that report to the Union;
- b) Dispatch will arrange if possible for replacement with another bus coming to the garage or a tripper bus;
- c) if it is not possible to arrange a replacement bus per b), a Spareboard Operator may be requested to complete the change-off; and
- d) in case of steps b) or c) above, Dispatch will advise the Operator on the nature of the bus defect prior to the change off being completed, noting that the change-off by the Operator will be on a voluntary basis.

## SECTION 120 - DISCIPLINARY PROCEDURE

**120.01.01** It is agreed that any infraction of rules contained in this Contract will be subject to disciplinary procedure. In minor cases employee will be warned, other cases may take the form of a suspension but repetition of minor cases and/or suspensions will lead to a serious offence with dismissal. It is also agreed that in addition to infractions of the sections clearly stated in this Contract the following will also be considered serious offences: drunkenness, drinking while on duty, drinking or disorderly conduct while in uniform whether on duty or not, accidents through carelessness or neglect, violations of the standing orders regarding fare collection, unseemly relationships with passengers, incivility or discourtesy to passengers, dishonesty and allowing passengers to engage in close conversation while vehicle is in motion, and all acts of vandalism, including intentional damage of Commission property and equipment and/or the property and equipment of others while such equipment and property is on Commission property.

**120.01.02** Disciplinary Policy/Principles - The following principles will apply to situations which may warrant discipline:

- a) Corrective action will normally include verbal warning (reference point (e) below), written warning, suspension and termination.
- b) The nature of corrective action which is imposed by management will depend on the nature and severity of the incident(s), offence(s) and infraction(s).
- c) A single serious incident/offence/infraction may result in suspension or in termination if it is deemed to be a culminating incident.
- d) Depending on all of the circumstances, a given level of corrective action may be repeated or may be by-passed in favour of a more severe level of discipline.
- e) The verbal warning step of discipline is considered to be a written coaching letter, to be utilized for performance issues including those relating to motor vehicle accidents (as opposed to violations of employer rules including SOP's) when the coaching is to be relied on for progressive discipline. Verbal warnings will be removed from the employee's files after 18 months (unless lesser period otherwise negotiated and agreed) if no further related performance concerns are noted during the 18 months; periods of extended absence will be excluded from the determination of the 18 month period.
- f) Written warnings which are noted on an employee's record, save and except those warnings relating to conduct that is or may be construed to be in breach of the London Transit Commission's Human Rights Policy, will be cleared from the employee's record at the end of (24) twenty four months of job performance (unless lesser period otherwise negotiated and agreed) counted from the date of the issuance of the warning, provided that there has been no intervening discipline imposed. If intervening discipline is imposed and the intervening discipline is a verbal warning or a written warning, the prior verbal warning or written warning will only be removed when the conditions for removing the last verbal warning or written warning have been satisfied. When counting the twenty-four month period from a written warning, periods of extended absence will be excluded from the determination of the twenty-four month period.
- g) Suspensions which are noted on an employee's record, save and except those relating to conduct that is or may be construed to

be in breach of the London Transit Commission's Human Rights Policy, will be cleared from the employee's record at the end of (36) thirty-six months of job performance, counted from the date of the issuance of the warning, provided that there has been no intervening discipline imposed. When counting the thirty-six month period from a suspension, periods of extended absence will be excluded from the determination of the thirty-six month period.

**120.01.03** The Commission shall advise employees of their right to have a copy of any letter of discipline, which is to be placed in the employee's file noting that a copy of all written notices of discipline will be sent to the Union.

**120.02** An employee shall be entitled to be accompanied by a designated Union representative at any meeting with management when discipline in the form of suspension or dismissal is imposed.

**120.03** Where an act of violence or threat of physical abuse occurs, such employee may be immediately sent home and placed on paid leave until a determination of the degree of discipline, if any, is made by the Commission. Employees sent home in these circumstances must be by approval of management personnel only, and such employees are subject to further direction of the Department Manager. The Union would be advised as soon as possible with regards to the action.

## **SECTION 122 - EMPLOYEE BENEFITS**

Subject to conditions attached thereto, benefits include:

Pension Plan  
Group Life Insurance  
Health Insurance  
Short Term Disability  
Short Term Sick Benefit  
Long Term Disability  
Dental Care Plan  
Vision Care  
Optional Life Insurance  
Post-Retirement Health Care

Employees should refer to the appropriate summary benefit booklets for details. Summary benefit booklets are available upon request.

The Commission will pay 100% of the premium cost of providing the benefits under Sections 122.02, .03, .05, .08, .09 and under Section 122.11.06 to 122.11.14 inclusive. Family coverage relating to Extended Health Care Plan (Section 122.02), Dental Care Plan (Section 122.08), and Vision Care (Section 122.09) which is in effect at the date of death of an employee who had not retired, had not been terminated, had not resigned nor was not on a protracted leave of absence will be continued until the first day of the fourth month following the date of death of the employee at which time such family coverage will be terminated.

### **122.01 GROUP LIFE INSURANCE**

**122.01.01** Each employee will be covered for \$50,000 life insurance. Effective January 1, 2007, employees aged 65 and older are ineligible for the group life benefit. An amount equal to the employer's share of the premium for employees below age 65 will be provided as an in-lieu payment (ceases on any leave of sixty working days or greater).

**122.01.02** Employees must be actively at work on the effective date of the policy or the effective date of any amendment to the policy to be eligible for coverage or amended coverage. Any employee who is not actively at work on a full time basis on the effective date of the policy or the effective date of any amendment to the policy will become eligible upon his/her return to full time employment.

**122.01.03** The cost of the group life insurance premium will be shared 50% by the employee and 50% by the Commission. The employee's share of the monthly premium will be paid by payroll deduction.

### **122.02 HEALTH INSURANCE**

**122.02.01** Hospitalization, Surgical and Medical Care under the Ontario Health Insurance Plan.

**122.02.02** Semi-private hospital accommodation.

**122.02.03** Extended Health Care Plan, providing

- Effective January 1, 2014, change drug formulary to insurer's managed formulary (two tier-100% reimbursement for tier 1, 80% tier 2, maximum annual out of pocket per insured \$500).
- Coverage for only those drugs requiring a prescription.

- Formulary includes \$500/annum for Xenical family of drugs when prescribed for treatment of liver conditions only.
- Erectile dysfunction drugs per plan (e.g. Viagra).
- Employer will reimburse up to \$20 per form for completion of insurer's drug formulary exception forms by doctor.
- Ingredient costs capped at the drug warehouse price plus 10%;
- Plan to provide reimbursement on a "pay direct basis". This does not exclude reimbursement based upon submission by the employee of receipts.
- Dispensing fee capped at a maximum of \$9.00 i.e., plan to pay actual fee up to a maximum of \$9.00 The Commission will endeavour to provide, every 6 months, a listing of dispensing fees throughout the City of London.
- Private duty nursing to a maximum of ten thousand dollars per person per year.

Full paramedical (chiropractor, RMT, Physiotherapist) coverage. Paramedical coverage is as follows- Chiropractic, Physiotherapy, Registered Massage Therapy (RMT): \$65 for initial assessment excluding RMT and \$30 for subsequent visits subject to overall maximum. Effective January 1, 2017, subsequent visits chiropractor \$40, RMT \$45, physiotherapist \$50, subject to overall maximum. Combined paramedical coverage limit (Chiropractic, Physiotherapist, RMT) six hundred dollars per person per year.

- audio package equivalent to Green Shield #H9
- Out of Province coverage
- Psychologist coverage is \$85 for initial assessment, \$50 for subsequent visits to an annual maximum of \$650

### **122.03 SHORT TERM DISABILITY**

**122.03.01** The Short Term Disability Plan will pay 75% of classification for all employees to a maximum of 26 weeks. The waiting period will provide payment from the fourth day of disability or the first day of hospitalization, whichever occurs first, in the event of sickness. Benefit will be paid from the first day of disability in the event of an accident.

**122.03.02** If an employee is receiving disability or retirement income from other sources, the short-term disability benefit will be reduced so that the total amount of disability and retirement income receivable by the employee from all sources does not exceed 100% of the employee's weekly rate of earned income on the date of disability.

**122.03.03** The short-term disability benefit will not be offset for pension income arising from employment other than employment with the Commission that was accrued prior to the date of disability.

**122.03.04** Where applicable, and on presentation of properly completed medical forms relating to a short term disability claim, will be reimbursed to a maximum of the Ontario Medical Association fee guide for Certificate of Health Care Practitioner and, if requested by the insurer, supplemental medical once per claim per the OMA fee guide for Disability Certificate per properly completed medical form.

**122.03.05** If a vacation week(s) fall (as a result of how same was signed or subsequently moved) during a period covered by "short-term disability benefits", the related vacation payment will be used as a direct offset to the amount payable from the short-term disability benefit program. The employee will not collect both vacation pay and short term disability benefit during this period. The vacation pay offset will not result in an extension of the short term disability coverage period.

### **122.04 SHORT TERM SICK BENEFIT**

**122.04.01** Sick leave will be earned at the rate of 1/2 day per month to a maximum of 6 days per year, which shall be granted in advance as a "bank" of 6 days at the start of each calendar year. Unused sick leave will not be accumulated from year to year.

**122.04.02** The waiting period, referred to under Section 122.03.01, for eligible claims will be paid as follows:

- if illness of 3 days duration, 2 days sick leave will be paid
- if illness is 4 days or greater, 3 days sick leave will be paid

**122.04.03** The maximum waiting period payable for any one illness will be 3 days.

**122.04.04** Pay for the waiting period will be at the same rate as the short term disability daily rate based on a 7 day week basis as per Section 122.03.

**122.04.05** In cases where an employee leaves the employ of the Commission and has received the waiting period payment which has not been earned, such unearned over-payment will be deducted from the employee's final pay.

**122.04.06** It is understood that the regulations with regard to medical evidence for the short term disability plan will apply in qualifying for payment of waiting period and that no benefit will be payable to any employee absent because of situations which are compensable under the Workplace Safety and Insurance Act.

## **122.05 LONG TERM DISABILITY BENEFIT**

**122.05.01** The Commission will provide a long-term disability plan for total disability with a 2 year reassessment on rehabilitative employment.

**122.05.02** The monthly disability benefit is subject to reduction so that the total amount of disability and retirement income receivable by or on behalf of the employee from all sources does not exceed 85% of the employee's monthly pre-disability net income (basic monthly rate of earned income less the deductions for income tax, unemployment insurance and Canada Pension). All sources include, but are not limited to, benefits from:

- Canada Pension
- Workers' Compensation (WSIB payments)
- any other government disability or pension plan
- other disability or pension income from the Commission

The disability benefit will not be offset for pension income arising from employment other than employment with the Commission that was accrued prior to the date of disability. Noting that the "all sources" formula changes effective, with new LTD claims, February 1 2010, as set out in 122.05.05.

**122.05.03** Employees must be actively at work on the effective date of the policy or the effective date of any amendment to the policy to be eligible for coverage or amended coverage. Any employee who is not actively at work on a full time basis on the effective date of the policy or the effective date of any amendment to the policy will become eligible upon his/her return to full time employment.

**122.05.04** Eligible disabilities will not include any pre-existing disability, until the employee has been actively at work for 12 consecutive months after being covered by the policy.

**122.05.05** The amount of long-term disability benefit and waiting period will be as set out below subject to the provisions of Section 122.05.03:

New claims initiated on or after February 1, 2010 is 60% of earnings per insurer's definition. ... not to exceed 85% of the employee's monthly pre-disability gross income (basic monthly rate) with direct offset of CPP payments.

Waiting period:

February 1, 1985 - 287 days, noting the 287 days is to be amended on February 1 of each year as a result of enacted Government Legislation that adjusts the duration of the Unemployment Insurance sick benefit.

**122.05.06** Effective January 1, 2007, employees aged 65 and older are not entitled to the Long Term Disability benefit. Instead, an amount equal to the premium for coverage for unionized employees below age 65 will be provided as an in-lieu allowance (ceases on any leave of 60 working days or greater). Pay-in-lieu not applicable to REP/WDP Operators.

## **SECTION 122.06 PENSION PLAN**

**122.06.01** The pension plan in existence at January 31, 1989 (hereinafter referred to as the pre February 1, 1989, pension plan) is to be amended to provide for a contributory pension plan under the Ontario Municipal Employees Retirement System for normal retirement age of 65 (hereinafter referred to as the amended plan), noting the amended plan is subject to all prevailing legislation and carrier contract wording.

Employees should refer to the appropriate booklet for details.

**122.06.02** The amended plan applies to those actively at work on February 1, 1989, effective from their date of entry into the pre February 1, 1989, pension plan.

**122.06.03** The past service cost, for pre February 1, 1989, service for eligible employees, will be the responsibility of the Commission, noting in determining the value of the past service cost the value of benefit accrued to February 1, 1989, will be taken into account.



**122.06.04** Employees absent from work on February 1, 1989, not returning to full and active duty, that are members of the pre February 1, 1989, pension plan, will continue to be covered by the terms and conditions of same. The terms and conditions of the pre February 1, 1989, pension plan are contained in the January 1, 1987, Pension Plan Document and the Survivor's Income Plan (under Standard Life policy number L.W.21587). Employees should refer to the appropriate booklets for details. The Parties established a process for improving pension plan benefits for bargaining unit employees with pre-January 31, 1989 credited service, defined as paid up members, disabled members and outstanding terminated members at the time of any improvement, through funding from existing pension fund assets and actuarial surpluses. The terms and conditions for undertaking the improvements are set out in a separate memorandum agreed upon by the Parties April 17, 2000.

#### **122.07 UNEMPLOYMENT INSURANCE**

**122.07.01** Any rebate, for the benefit of the employee, realized from a reduced Unemployment Insurance premium, will be applied to the increase in premium for the weekly indemnity benefit (Section 122.03) and/or to fund the PRHCP (Section 122.11).

#### **122.08 DENTAL CARE PLAN**

**122.08.01** The Commission will provide a dental care plan for all employees and employees' dependants.

**122.08.02** In the event a Government Dental Plan is introduced that would replace some or all of the benefits of the Commission's dental plan, such Government Plan will be integrated with the Commission Plan. The resulting reduction in the premium (if any) will be retained by the Commission.

**122.08.03** The type of dental care plan and schedule of fees will be:

- Type of plan: - equivalent to Blue Cross Plan #7, amended to include periodontics and endodontics based on 50% co-insurance.
- Schedule of fees per the Ontario Dental Association Fee Guide (ODA)
- Current ODA less one year; Dental scaling reimbursed at 6 units/annum

- Dental plan provides as follows:
  - o bite wing X ray coverage every nine months
  - o polishing and fluoride coverage every nine months
  - o mouth guard coverage every two years
  - o denture cleaning coverage every nine months
  - o recall exams coverage every nine months
- Provide orthodontic coverage, \$1600 maximum lifetime benefit, 50/50 co-pay basis with the premiums paid 100% by the employer.
- Major Restorative coverage of \$1500 maximum annual benefit, 50/50 co-pay basis with the premiums paid 100% by the employer. Effective with new claims January 1, 2017, provide major restorative coverage, \$2000 maximum annual benefit, 50/50 co-pay basis with the premiums paid 100% by the employer.

#### **122.09 VISION CARE**

**122.09.01** The Commission will continue the vision care plan. The maximum coverage per individual in any twenty-four consecutive month period will be \$350.

**122.09.02** Optometrist annual check-up fees for employees, spouses and eligible dependents over the age of 18 only will be reimbursed to a maximum of \$80.00 per two calendar years.

#### **122.10 OPTIONAL LIFE INSURANCE**

**122.10.01** The Commission, subject to the terms and conditions as determined by the group life insurance carrier, will make available, for employees only, the option of purchasing additional term life insurance.

The optional life insurance plan provides as follows:

- the premium cost of the benefit is to be paid 100% by the employee, with the payment provided by an employee's automatic bank cheque plan.
- the Commission, subject to the terms and conditions as determined by the optional group life insurance policy, would continue to make such a plan available and to the extent possible would include option for spousal coverage, and accident insurance in addition to the basic optional group life insurance coverage.

## **122.11 POST-RETIREMENT HEALTH CARE PROGRAM (“PRHCP”)**

**122.11.01** The PRHCP plan will include benefits equivalent to Green Shield’s Pay Direct Prescription Plan W (see below), Extended Health Plan T4, Dental Care Plan 31 ( ODA less 1 year), and Deluxe Out of Province Plan OB, subject to the following amendments:

- i) a cap on dental coverage of \$400 per member and dependant per year; and
- ii) one visit per twelve months for the cleaning of teeth and topical application of fluorides and proper and effective home care oral hygiene instructions

Effective January 1, 2008, with all new retirements, provide the “National Drug Formulary” or equivalent without effect for those who retire prior to January 1, 2008. An election is provided to future retirees to choose between the current REP/WDP benefits program with premium split and conditions as per Section 217.09 of the Collective Agreement, or the Post-Retirement Health Care Program per section 122.11 of the Collective Agreement. Employee election of option is one time only.

**122.11.02** Employees who have a minimum 10 years’ service, and are at least age 55, or are eligible for early retirement under the OMERS pension plan, and who elect to retire from service (from full-time employment or from the REP/WDP program as provided under Section 217) and have not reached normal retirement age (age 65) will be eligible to participate in the new PRHCP.

**122.11.03** New participants in the PRHCP, at their time of enrolment in PRHCP, are to sign a letter acknowledging the following conditions:

- i) that at the cessation of service (e.g. strike/lockout etc.) the provision of benefits for retirees are to cease for period of cessation unless the plan members and/or Union pay the related premiums; and
- ii) that changes to the plan, as negotiated from time to time and/or prescribed by the terms and conditions of the plan, may and can occur subsequent to a member’s retirement and as such the Commission and/or the Union will not be obligated to the members for any liability resulting from the change.

**122.11.04** Participation in the new PRHCP plan will continue until the member reaches age 65, the member’s date of death or until such time as the member elects not to participate in the plan, whichever occurs first.

**122.11.05** At the death of a member having family coverage in the PRHCP, such coverage will continue until the first day of the fourth month following the date of death of the member. The continuance of the benefit is subject to the member as of the date of death still being active in the plan, as provided under Section 122.11.06 and the member’s spouse having not reached age 65.

**122.11.07** A member’s coverage (family or single) will be that coverage in effect as at the date of early retirement and enrolment in the PRHCP.

## **SECTION 123 –WORKFORCE REDUCTIONS AND LAYOFFS**

**123.01.01** Service seniority shall govern in the event of workforce reductions. In situations of displacement where the displacement in a department/classification does not cause the displaced employee to be laid-off from employment, the displacement is based on seniority, senior by choice junior by force.

**123.01.02** In the event of a workforce reduction, employees with the least service seniority within the job classification in which the lay-off takes place shall be displaced from the classification first, providing that the employees who remain on the job then have the ability and qualifications to perform the work.

**123.01.03** An employee displaced pursuant to the above clause shall have the option of accepting the lay-off or shall have the right to exercise his/her service seniority by:

- i) displacing a person with less service seniority in the classification on a different shift in the same department as may be applicable; or
- ii) displacing a person with less service seniority in any other classification within the laid-off employee’s department, provided that the laid-off employee has the ability and qualifications to perform the work of that position and requires no training other than orientation.

**123.01.04** The most junior person, in terms of service seniority, only in a department, pursuant to the above, shall have the option of accepting a lay-off or bumping into a classification in another department provided:

- i) the person bumping into the classification in another department has the ability and qualifications to perform the work of that position; and
- ii) the displaced employee has less service seniority than the employee bumping into the classification in another department.

**123.01.05** Any persons displaced through this procedure shall themselves be entitled to utilize the above procedure.

**123.01.06** Any persons displaced through this procedure shall sign their work and vacation in their new classification according to service seniority.

**123.01.07** The assessment of the individual's ability and qualifications is the responsibility of the Commission and will be based upon criteria established by the Commission for the various positions from time to time.

**123.02** Any past seniority accumulated by the displaced employee in the selected classification will be recognized.

**123.03** Employees should refer to Section 136 in this Contract for regulations regarding seniority.

**123.04** When a full time Dispatcher/Inspector/Ticket Clerk is displaced, he or she will assume the senior relief position within the classification.

#### **SECTION 124 - RECALLS FROM LAY-OFFS**

**124.01** An employee who is laid-off from employment with the Commission will have recall rights of three years to a maximum period of his/her service seniority as defined in Section 136.01 whichever is greater, provided that the employee's medical examination is satisfactory, the employee has maintained the appropriate licence, and the employee has advised the Commission by the first day of January of each year that he/she wishes to remain on recall. In the event of a recall within the bargaining unit, the recall be done based on seniority by choice, i.e. senior employee displaced by choice, junior employee by force.

**124.02** The Commission will advise the Union President of all lay-offs and recalls.

**124.03** Lay-off notices and recall notices will be sent by registered mail to the last known address of the employee. It is the employee's responsibility to ensure that his/her own address, telephone number and other personal information are current at all times. If the employee cannot be reached at the address and/or telephone number provided, the Commission will not be held responsible for any lack of notification.

**124.04** If an employee is re-called to work from a lay-off and fails to report to and for work within fourteen calendar days from the date of the registered letter directing same was mailed from the Commission to the employee's home address, as recorded on his personnel file, he/she shall be deemed to have left the service of the Commission. The Commission will consider exceptions to this provision provided the Commission is advised of such exceptions by the employee within seven calendar days from the date of the registered letter.

**124.05** When a displaced employee's position is open, the displaced employee must return to that position within the timeframes set out in this section save and except if the displaced employee posts into another position. The displaced employee is defined to be that employee who has bumped into another classification and is not on outright lay-off.

#### **SECTION 125 - PAY DAYS**

**125.01** All employees covered by the Union Contract will be paid via a direct deposit payroll system. All employees must select a bank (or trust company) serviced by "electronic mail". The pay day for employees will be the second Wednesday following the end of the pay period.

**125.02** The employer agrees that all confirmed pay errors of six hours or more brought to the attention of the employer no later than Wednesday morning after pay stubs are distributed, will be remedied by separate cheque produced on the Friday of the week, at the request of the employee.

#### **SECTION 126 - REPORT TO MANAGEMENT**

**126.01** Frequently, it is necessary for employees to report to management staff for interviews. While the Commission will endeavour to schedule these interviews at times convenient to the employee, the employee will report when requested.

**126.02** Employees will be paid an amount equal to the report allowance per section 113.05.01 when the employee is required to report to management staff outside of scheduled work hours, noting that no payment will be made for telephone contacts. In the event that the meeting with management extends beyond fifteen minutes from the actual commencement of the meeting, a further single payment equal to the report allowance will be made. No payment per the foregoing will be made for sign-ups, vacation signups or grievance meetings, or meetings which are not initiated by management under the provisions of this section.

## **SECTION 127 - MANAGERIAL RIGHTS AND NOTICE OF CHANGES**

### **127.01 MANAGERIAL RIGHTS**

**127.01.01** The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively in the Commission except as specifically limited by the express provisions of this Contract and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Commission to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

**127.01.02** The Union further recognizes the right of the Commission to operate and manage the Commission's business in all respects in accordance with its commitments and responsibilities.

**127.01.03** The Union further recognizes the right of the Commission to make or alter rules and regulations from time to time which in the Commission's discretion are deemed necessary for the safe, continuous, effective and efficient operation of the services entrusted to its care provided that no such rule or regulation shall be inconsistent with the terms of this Contract.

### **127.02 NOTICE OF CHANGES**

**127.02.01 NOTICE OF TECHNOLOGICAL CHANGES** The Commission agrees to give the Union as much notice as possible as determined within the sole discretion of management of the Commission of the implementation of any major technological change which will result in layoffs or termination of employees covered by this Contract.

### **127.02.02 NOTICE OF CHANGES TO STANDARD OPERATING PROCEDURES (SOP'S)**

The Commission will discuss with the Union all proposed changes in SOP, fourteen calendar days prior to such change(s) taking place, unless an urgent situation warrants immediate implementation. The Union will be allowed an additional seven days to respond in writing. Subsequently, if the Union believes that the changed SOP's violate the terms of the

Collective Agreement or applicable legislation, the Union may file a contract grievance.

## **SECTION 128 - CONTRACTING OUT AND SUCCESSOR RIGHTS**

### **128.01 CONTRACTING OUT**

**128.01.01** Before finalizing its decision on contracting out of any work usually and presently performed by members of the bargaining unit, the Commission agrees to meet with the Union to explain the work to be contracted out, why it is necessary to contract out such work and the cost savings and/or business efficiency reasons for the necessity to contract out such work. The Commission will provide the Union with copies of all documents, written financial submissions and conclusions that are relevant to the contracting out, except confidential financial or legal information and any confidential information that is not relevant to contracting out. The Union will then be afforded an opportunity of sixty days to evaluate and submit proposals to the Commission, which would have the effect of achieving the same costing savings and/or business efficiencies through the continued performance of such work by members of the bargaining unit. If no agreement can be reached between the Commission and the Union, the Commission may contract out such work at its sole discretion.

**128.01.02** The above provision does not apply to standard or initial warranty work.

### **128.02 SUCCESSOR RIGHTS**

**128.02.01** The provisions of the Agreement shall be binding upon any successor or related corporation in accordance with the provisions of the Labour Relations Act.

**128.02.02** Should the existing provisions, respecting successor rights, of the Labour Relations Act be amended during the term of this agreement, the Commission agrees to meet and discuss the impact of the amendments on the Collective Agreement.

## **SECTION 129 - STRIKES AND LOCK-OUTS**

**129.01** The Union agrees that during the term of this Contract it will not authorize or condone any unlawful work stoppage. The Commission agrees that it will not lock-out any of its employees during the term of this Contract.

**129.02** The Parties agree that the words “strike” and “lock-out” for the purposes of this Contract shall have the meaning attributed to them in The Labour Relations Act R.S.O. 1970, as amended.

**129.03** Should an illegal work stoppage occur during the term of this Contract, the check-off provisions of this Contract shall stand suspended.

**129.04** The Commission agrees that no employee in the bargaining unit will be required to cross any picket line which has not been declared illegal by a competent authority. The Union agrees to enter negotiations at the earliest time practicable with the agent of employees who form a secondary picket line, where there is a need to cross the picket line. The Commission agrees not to force its employees to cross a secondary picket line if protocol has not been established.

## **SECTION 130 - TRAINING PROGRAMS**

**130.01** All required training of two hours or less may be offered in addition to an employee’s normal work day. Every reasonable effort will be made to offer a schedule of training as near as practicable to a regular shift (except at the beginning of early start shifts or shifts ending after 9:00 PM) or on a regular day off. Training in such cases will be paid at a premium of 1/4 times the regular basic hourly rate per Schedule “A” of the Collective Agreement for all hours in attendance. Only those training hours that may exceed or be in addition to the employee’s normal expected workday will be paid at a premium rate. No other premiums will apply.

**130.02** Employees failing to make themselves available for any opportunity for required training, as described in 130.01, may be directed to report at specific dates and times as determined by management.

**130.03** Employees required to attend any programs in excess of two hours conducted by the Commission outside of normal working hours concerning equipment, systems or procedural changes will be paid for all hours in attendance at “straight time” (i.e. regular basic hourly rate per Schedule “A”). Employees must work the assignment given.

**130.04** All required training greater than two hours in duration may be scheduled in whole or in part of a regular shift at regular basic hourly rate. In such cases the Commission undertakes to provide, if available, work assignments up to eight hours (ten hours in the case of employees working ten hour shifts) including the partial day of training and within the period of applicable spread.

**130.05** Employees requesting refresher training on any specific issues may be scheduled at the option of the Department Director or designate. Training in such cases will be paid at “straight time” (i.e. regular basic hourly rate per Schedule “A”).

**130.06** Where possible alternate training methods will be introduced. Where training is compulsory:

- i) The employer will make the option of “in class” training available to employees;
- ii) The employer is free to offer to employees alternative training options (such as self-study) which, if successfully completed by employees choosing this option (i.e., employee successfully passes the established assessment) will result in a payment equal to the value noted following. The value for the training will be established based on the expected duration of the in-class training (length of time X regular basic rate per Schedule A) Non-compulsory “training” i.e., information sessions will not attract payments noted above.

## **SECTION 131 - ABSENTEEISM**

**131.01.01** If an employee is absent from full and normal duties for a period of twenty four continuous months as a result of any and all illness, disease or injury, however caused, he/she will be terminated from employment regardless of the reason for absenteeism. Termination of employment under this clause will not preclude the employee from applying for any employment disability benefit for which he/she may be eligible.

**131.01.02** A period of twenty-four continuous months is not interrupted in those situations where vacation payments have been used to offset payments under the STD plan (see Section 122.03.05).

**131.02** An employee will, during any period of absenteeism relating to illness, disability or injury and not exceeding twenty four months retain his/her seniority and all applicable employee benefits, subject to the terms and conditions of same. During such absence, the employee will provide the Commission with medical evidence on the prognosis of returning to full and normal duties at least every three months. At least one week prior to his/her expected return to work, an employee will provide to Management a medical report dealing with his/her ability to return to full and normal duties, specifying whether the employee can return with or without restriction.

**131.03** Within the week prior to the return to work date of an employee and consistent with the provisions of prevailing legislation, the Commission may request a medical examination of any employee. Such medical examination will be made at the Commission's expense. A report of the medical examination will be provided to the personal physician of the employee upon written request of the employee and his/her physician. If an employee fails to comply with the request for a medical examination, the Commission will consider itself to have satisfied its obligation to accommodate special needs and work, noting reference to "obligation to accommodate special needs and work" means the employee will not be able to return to work until the request is satisfied.

**131.04.01** If the Commission believes that for reasons of health, illness, injury or disability, an employee is not capable of fully carrying out the normal and essential duties required in his/her classification and that such employee should therefore be retired from employment, the Commission will so advise the employee of such retirement. Retirement from employment under this clause will not preclude the employee from applying for any employment disability benefit for which he/she may be eligible.

#### **131.04.02 INDEPENDENT MEDICAL EXAMINATION**

The purpose of IME's is to assist those involved in the return to work process with necessary information, and/or to assist the Long Term Medical Placement Committee in its functions. Where independent medical information is deemed necessary by the employer, the employer

will first discuss the necessity via the respective joint committee (either the Return to Work Union Representative or the members of the Long Term Medical Placement Committee, as the case may be). Should the Parties both agree with the necessity of the IME, the employee will then be advised. The employer will obtain two names of an appropriate Specialist in the related medical discipline; one of which the Union can select. If the Union does not agree with the requirement for an IME, the matter will be immediately referred to arbitration to decide whether the IME is warranted; such arbitral decision is not subject to further appeal or grievance by the employee. Should the Employer and Union agree through the respective committee that an IME is required, and the employee disagrees, he or she will be invited to meet with the committee to discuss the question. After this meeting, should the employer and Union agree that an IME is required, the employee will be required to cooperate. Should the Union disagree with the necessity, the matter will be immediately referred to arbitration. Reasonable costs associated with the IME will be borne by the employer. Should the IME occur during a regularly scheduled work shift, no wages will be deducted as the result. Should the IME occur outside working hours, the employee will receive Schedule "A" rates for the time in the examination. For any out of town appointment, mileage will be paid. Reports resulting from the IME will be provided to the employer, the Union, the employee and the employee's attending physician. The reports will address general but not detailed diagnosis, restrictions/functional limitations and abilities, and as appropriate prognosis for recovery, as well as any opinion concerning the suitability from a medical perspective of work (including as appropriate alternate duties) the IM examiner is asked to consider, but will not provide information concerning treatment. Information concerning detailed diagnosis and treatment may, however, be provided by the IM examiner to the employee and his/her attending physician. It is noted that the preceding does not derogate from insurer's (including WSIB's) rights with respect to obtaining medical information in the processing and administration of claims and that the insurer's rights are separate and apart from the foregoing.

**131.05** Generally an employee must provide, if requested, a completed Commission medical certificate form for any absence due to illness or injury that exceeds or is likely to exceed a period of three days. The medical certificate must confirm/establish the employee's fitness to resume full and normal duties, or the employee's inability to work, the type and extent

of the employee's incapacity and the date and timing of the examination with the attending physician. This medical certificate must be submitted by the employee to the Commission as soon as possible and before the employee is allowed to return to work. The employee's doctor's "medical certificate" will be acceptable providing same sets out the above required information.

**131.06** The Union, upon the request of the employee, may attend with the employee all scheduled formal meetings (stages) outlined in the attendance management program. The Union participation is one of providing support to the employee and the principles of the program. It is the Union responsibility to ensure that a Union representative is available for any scheduled formal meeting. In the event a Union representative is not available, the scheduled meeting will proceed. The Union will be responsible for the cost associated with the Union's representative(s) attendance at such meetings.

## **SECTION 132 - REHABILITATIVE PROGRAMS and LONG TERM MEDICAL SITUATIONS**

### **132.01 Rehabilitative Programs**

**132.01.01** In appropriate cases management may, in its sole discretion, implement rehabilitative programs to assist employees unable to return to full and normal duties. In the exercise of its sole discretion, management agrees not to act in a manner that is arbitrary, discriminatory or in bad faith when determining appropriate cases of rehabilitative programs. The specific terms and conditions of such program shall be negotiated between management and the Union in each individual case. It is agreed that, notwithstanding the terms and conditions agreed to in any individual case, in no case shall the period of employee participation in such a program constitute an interruption in the twenty four continuous month period referred to in Section 131.01. In all cases, the Parties will be mindful of, and act in accordance with their obligations under applicable legislation including the Ontario Human Rights Code and Workplace Safety and Insurance Act in carrying out their roles under the following provisions.

**132.01.02** The Union is to attend return to work meetings that are non-routine in nature, that is where there is a problem with the employee returning to full and normal duties at the conclusion of the rehabilitative program. A member of the Union is to be available so as not to delay the

meeting. Where the return to work is routine in nature, the Union will be notified, in writing, of same.

**132.01.03** Nothing in this section shall be construed as obliging management to participate in such programs, except in cases where management, in its sole discretion, deems such participation advisable. It is also agreed that no obligation to either party will arise where the Parties are unable to agree on the terms and conditions of such a program. The Union is to attend "return to work" meetings that are non-routine/where there is a problem with the return to full and normal duties. A member of the Union is to be available so as not to delay the meeting. Where the return to work is routine, the Union will be notified, in writing, of same.

### **132.02 Long Term Medical Situations**

The following sets out the processes which will be followed concerning injured or ill employees with respect to employment related provisions of the Collective Agreement, and consistent with the terms and intent of the Collective Agreement and the requirements of the Ontario Human Rights Code, the Parties therefore do agree to the following:

1. The employer will undertake as an administrative process (not subject to grievance or other redress) to mail out to employees who have been absent from work for sixty days or greater, copies of all posted notices of vacancies. These employees may apply for posted positions under the terms of the Collective Agreement and must apply within the time limits of the posting in order to be considered. Mailings will be to the address on file, noting that employees are required to update LTC of changes. Decisions by management will reflect medical information provided by medical authorities as to prognosis and functional limitations in comparison to job demands.

2. Medical Placements

In consideration of the circumstances of employees who are absent from work with an illness or injury such that it appears unlikely that they will be able to return to full and normal duties, it is the desire of the Parties to establish a process to consider placement of such employees in another classification as an accommodation. Any placement /accommodation will be made in keeping with the following framework:

- a) On an as required basis at the call of either Party, representatives of the employer and Union will meet in a Placement Committee to discuss the circumstances of any employees who are off work for a prolonged period of time without a prognosis of being able to return to their pre-disability duties. Prolonged period will ordinarily be deemed to be a period equivalent to the elimination period for LTD eligibility whether or not the employee is in receipt of LTD benefits. Employees meeting the criteria will be invited by the employer to attend the meeting, and will be required to provide up-to-date functional abilities and prognosis information. Any current or forecasted vacancies will be reviewed. The Parties agree that, where a disability is established, their consideration of the duty to reasonably accommodate under the Ontario Human Rights Code will include the possibility of varying from the posting provisions of Section 137 or the appointment process outlined in section 212 of the Collective Agreement. Any resultant placements would be made after a review of updated medical information regarding functional limitations, in comparison with the job demands and essential duties of the job. A tripartite agreement (similar to the current Rehab Agreements) would be entered into in each case where a medical placement is to occur.
- b) Any placements made in accordance with the foregoing will recognize that trial periods per the Collective Agreement will apply, and that failure to successfully complete the trial period will result in employees being placed back on IS or JRI status as the case may be. Further, any employees placed into positions noted in Enclosure 13 of the Collective Agreement must successfully complete all required training; failure to do so will result in the employee being placed back on IS or JRI status. In the event of either an unsuccessful completion of a trial period or unsuccessful completion of training, the time spent in the trial period or training will not constitute an interruption in the twenty four continuous month period referred to in section 131.01.
- c) The following provides Terms of Reference for the Placement Committee.

**Terms of Reference-** Long Term Medical Placement Committee (Placement Committee)

**Cross Reference-** Sections 131, 132, 137, 212 and Enclosure 28 of the Collective Agreement, Ontario Human Rights Code, Workplace Safety and Insurance Act.

**Purpose of the Committee** - To administer a process to consider placement of employees in another classification as an accommodation, when employees are absent from work for a prolonged period with an illness or injury such that it appears unlikely that they will be able to return to full and normal duties. Prolonged period will ordinarily be deemed to be a period equivalent to the elimination period for LTD eligibility whether or not the employee is in receipt of LTD benefits.

**Committee Membership** - Two Appointees from the Union and two Appointees from the Employer. Each Party will appoint a co-chair. The appointees to the Committee shall be empowered to enter into agreements to facilitate the placement process.

**Process-** On a quarterly basis, the Union will be provided by Human Resources with a list of employees who meet the criteria noted above.

Employees meeting the criteria will be invited by the employer to attend the meeting, and will be required to provide up-to-date medical information. Any current or forecasted vacancies will be reviewed.

**Decision Making and Dispute Resolution-** the Committee will operate on a consensus decision making basis. In the event that the Committee is unable to arrive at a decision, the Employer will be free to take action within its rights under the Collective Agreement and applicable law, and the Union to respond as it sees fit which may include utilization of the grievance and arbitration process.

**Information to Insurers-** in the event that a determination is made by the Parties either to medically place an employee or that no such placement can be effected, the insurer (either of the Long Term Disability benefit or the WSIB as the case may be) will be so advised. The Parties agree that, where there is a dispute, no information will be released to insurers until such time as the dispute is resolved or, if unresolved by the Parties, referred to adjudication.

**Reporting Structure-** annually the Placement Committee will provide a summary update on its activities to the Union management Committee.



**Payment-** The Parties will be responsible for any payments for their appointees to the Committee.

**Meetings (frequency, time, duration)** - As required at the call of either or both of the co-chairs.

**Agenda/Minutes** - will be kept and distributed, noting that confidential medical information will not be published but will be maintained with the files of the Committee.

### **SECTION 133 – FULL-TIME UNION PRESIDENT OR DIRECTOR**

**133.01** In the event the Union creates a single, local full-time position for a President or Director, the Commission agrees that his/her seniority rights will be fully protected in the event that they revert back to their classification (noting the individual is expected to maintain any appropriate licence relating to the classification) with the Commission. During the period, the individual holds the full-time position, the Commission will continue to pay the related premiums for the extended health care, dental, vision and group life insurance coverage as well as the Commission's share of required pension plan contributions, noting during such periods the President or Director shall be deemed to be an employee of the Union for the purpose of Workers' Compensation (WSIB), Payroll Health Tax, Canada Pension, and Unemployment Insurance.

**133.02** Earnings- related employer contributions to pension shall be based on a 40 hour week maximum of the highest hourly rate provided in Schedule "A". Employer will provide vacation pay in accordance with the Collective Agreement and President's service with no vacation reduction for Union book-off.

### **SECTION 134 - TEN HOUR SHIFTS**

**134.01** The establishment of ten hour shifts for respective classifications and or departments is subject to negotiations and agreement by the Parties. Negotiations exclude shift/run starting times and resource allocation.

**134.02** Each agreed upon ten hour shift program will be covered by a letter of agreement/understanding between the Parties.

**134.03** The impact of ten hour shifts/runs on the various sections of the Collective Agreement is clarified as follows for those employees scheduled to work 10 hour shifts/runs:

- Jury Duty & Crown Witness: Reimbursement of lost wages for applicable employees will be equal to the actual time up to ten hours. The provisions covering the payment are set out in Section 109.
- Bereavement Leave: Bereavement leave payment will be at ten hours per scheduled workday. The provisions determining the applicable days are set out in Section 110.
- Overtime: The overtime premium will take effect after ten hours of work per day Overtime is to be calculated based upon seven and eight minute rule.
- Statutory holidays: Subject to the provisions of Section 115, applicable employees will receive ten hours Statutory Holiday pay except where the Statutory Holiday falls outside the regular ten hour shift work week and thereby impacting the pay of forty hours per week. In these situations, the Statutory Holiday pay will be based upon eight hours only. If the employee is on vacation and is eligible for Statutory Holiday pay, the employee will be paid eight hours in addition to any vacation pay payable.
- Switching Shifts: Subject to the provisions of the applicable sections of this agreement, switching shifts/runs between eight hour and ten hour shifts/runs is permitted. The respective employees will be paid according to the shift/run.
- Floater Holiday: Subject to the provisions of Section 116, applicable employees will receive ten hours pay for the Floater Holiday, if the shift and/or scheduled run is ten hours in duration.
- Sunday Premium: The payment of the Sunday premium, as set out in Section 113.03.01, will be paid for all hours worked on Sundays, to a maximum of ten hours. As with the normal/regular shifts (i.e. generally 8 hours) all hours worked beyond the ten hours, assuming Sunday is the employees regular work day, will be subject to overtime premium only. Section 113.03.02 re: working on a Sunday, which is regular scheduled day off will apply to ten

hour shifts, save and except if working the shift on the Sunday is as a result of the switching of a shift.

- Nights Shift Premium: The night shift premium, as defined, will be paid for the first ten hours worked on all days in the week including Sundays and statutory holidays.

**134.04** With respect to ten hour runs for Operators, the following additional provisions will apply:

- Up to fifteen percent of the runs may be scheduled for ten hours per day. No fewer than ten percent of the runs will be scheduled or ten hours per day.
- Should the level of service equal or exceed the levels of service operated in 2009, a minimum of twenty one runs (including jumper runs and excluded show up positions) must be ten hours.
- This will not apply to special sign-ups (i.e., December 27, December 31) and reduced contingency services
- The forty hours will be completed over four scheduled work days per week.
- 10 hour runs will not be scheduled to exceed ten hours of work.
- The number of permitted scheduled overtime runs will not be impacted by the number of ten hour runs.
- For runs working greater than eight hours and thirty minutes (with the exception of the 8% of runs in 114.01.02.02), the guarantee for the run is ten hours. This does not apply to New Year's evening runs.
- There is no ten hour Spareboard. Spare Operators will not be required to work more than one ten hour run per pay period.
- The Department Manager is to rotate ten hour shifts among all Spare Operators. A spare Operator receiving a ten hour run from a show up must volunteer to work beyond the eight hours on the day.
- Spare Operators only, working ten hour runs will be paid ten hours at basic pay and two hours at the overtime premium (half time).

## **SECTION 135 - BANKING OF OVERTIME AND STATUTORY HOLIDAY WORKED TIME**

### **135.01 BANKING OF OVERTIME**

**135.01.01** The banking of overtime is permitted for the sole purpose of providing a maximum two additional weeks of lieu time per calendar year and/or providing for an early paid leave, to be taken immediately prior to formal retirement except as noted herein under, noting formal retirement could be to the REP/WDP position or to full retirement.

**135.01.02** Where vacation pay entitlement is reduced under Section 117.12, banked lieu time accumulated up to August 31 of the preceding year may be used to offset wage loss.

**135.02** The banking of overtime applies to all unscheduled overtime, on a given day (note in compliance with Section 135.09). There is no limit on the amount of unscheduled overtime hours that can be banked in a given year, notwithstanding that only eighty hours of such overtime can be applied for a maximum two additional vacation weeks in a given year as per Section 135.07.

**135.03** The Parties agree that the banking and pay out provisions, as set out in this section, satisfy the intent of the Employment Standards Act regarding the payment of overtime and to represent such banking and pay out as meeting the requirements of the Employment Standards Act.

**135.04** The banking of overtime will be done at time and one half (eight hours worked for eight hours banked at time and one half).

**135.05** When banked overtime is actually taken, the related payment as noted above will be at time and one half at the Schedule "A" classification wage rate at the time the banked overtime is being used. Banked overtime can be used to provide top-up for approved absences. This includes leaves for approved STD and WSIB claims.

**135.06** If the banked overtime is to be taken as an early paid leave, the following applies:

- if the employee is moving into the "REP/WDP" program (as per Section 217), the early paid leave is to be taken in advance of entering the program. The employee, for benefit coverage purposes, will transfer and be subject to the employment benefit program,

for REP/WDP, (excluding payment by the employee of his or her share of the related premiums until such time as their early paid leave ends) effective the date of commencement of their early paid leave. Pension time and benefit would continue to accrue, for the period of the early paid leave subject to the conditions of the pension benefit contract. All other Commission employment benefits would cease at the commencement of the early paid leave.

- if the employee is moving to full retirement, the employee, for benefit coverage purposes, will transfer and be subject to the terms and conditions of the post-retirement health care benefit plan, in existence at the time, effective the date of commencement of their early paid leave. Pension time and benefit would continue to accrue for the period of the early paid leave subject to the conditions of the pension benefit contract. All other Commission employment benefits would cease at the commencement of the employee's early paid leave.

**135.07** If the banked overtime is for additional vacation time, the following applies:

- the maximum vacation time to be taken in any one year, per employee, from banked overtime is two weeks;
- the maximum vacation time of two weeks is subject to available vacation spots, as determined by management, noting such banking of overtime may impact on staffing levels;
- the maximum two weeks of vacation time is to be signed subsequent to the signing of all other regular entitled vacation time, floater holiday, and any split week of regular entitled vacation time, as may be applicable. The additional vacation time will be signed according to the rules/practice established for the regular vacation sign-up;
- employees have to advise by November 1st of each year of their intent to use two weeks of banked overtime as vacation in the subsequent year. The employee must have 80 hours of banked unscheduled overtime by August 31st of each year to apply for the additional two weeks of vacation time

- Operators, Inspectors, Dispatchers, Ticket Clerks are to designate each sign-up if unscheduled overtime, as described, is to be banked for the sign-up period;
- Fleet & Facilities employees will make a similar declaration based upon deemed sign-up periods that mirror the sign-up periods for operations employees; and
- if an employee has less than eighty hours of banked overtime or more than 80 hours, noting the 2 week maximum per year, such time will be carried forward to subsequent year(s).

**135.08** If an employee with banked overtime leaves employment, any banked overtime (banked overtime not used) will be paid out at the Schedule "A" classification wage rate being paid at the time the employee leaves employment.

**135.09** The maximum banking of overtime permitted, combined with banked vacation, is six months.

#### **135.10 BANKING OF STATUTORY HOLIDAY WORKED TIME**

**135.10.01** It is understood and agreed that the "banking of unscheduled overtime" provisions as set out in Sections 135.01 through 135.08 inclusive apply, were applicable, to the banking of statutory holiday worked time.

**135.10.02** The issue of banking of statutory holiday worked time is further clarified as follows:

- the banking of statutory holidays worked will be done at time and one half (8 hours worked for 8 hours banked at time and one half);
- as with the overtime, the Parties agree that the banking and pay out provisions as described satisfy the intent of the Employment Standards Act, regarding the payment of statutory holiday worked premium and to represent such banking as meeting the requirements of the Employment Standards Act;
- the statutory holiday worked time banked is for the sole purpose of providing a maximum one additional week of vacation per calendar year, and/or providing for an early paid leave to be taken immediately prior to formal retirement. Effective with statutory holidays worked banked on or after December 15 2009, the

related payment as noted above will be at time and one half at the Schedule "A" classification wage rate at the time the Statutory Holiday Worked banked overtime is being used. Effective with Statutory Holiday Worked banked on or after December 15, 2009, banked Statutory Holiday Worked can be used to provide top-up for approved absences. This includes leaves for approved STD and WSIB claims; and

- the banking of statutory holiday work time for an additional week of vacation per calendar year is in conjunction with the banking of unscheduled overtime for such purposes, that is, a maximum one week only of additional vacation time can be obtained through the banking of unscheduled overtime and statutory holiday worked time.

**135.11** Applicable to employees in Fleet and Facilities only:

Where an employee has banked time which he or she has signed to observe in a given year and does not observe the banked time in the year, the time will automatically be re-banked and made available for signing in the next year (i.e., added to the list of time available to be signed as at August 31). Banked time is only available to be used as signed in accordance with the foregoing and not on short notice basis.

**SECTION 136 – SENIORITY PROVISIONS**

**136.01 GENERAL PROVISIONS**

"Service Seniority" will mean continuous service with the Commission since the last date of hire and shall govern as noted. Employees commencing employment on the same day shall be placed on the Service Seniority list in the manner determined by the Commission.

"Department Seniority" shall mean years of service with the Commission, since the last date of hire, within either the Fleet & Facilities Department or Transportation Department and shall govern as noted. Stores are Fleet and Facilities Department employees.

"Classification Seniority" shall mean the total sum of the periods of permanent continuous full-time employment, since the last date of hire, in the respective classifications as set out in Schedule "A" of the Collective Agreement with the exception of REP/WDP Operator classification and shall govern as noted. An employee's seniority shall be lost and he/she

shall be deemed to have left the employ of the Commission under any of the following circumstances:

- if the employee has been laid off for a period of three years or a period equal to the employee's period of service, whichever is greater;
- if the employee resigns, retires or is retired;
- if the employee is discharged and not reinstated through the grievance and arbitration procedures;
- if the employee is absent from full and normal duties for a period of 24 continuous months as a result of any and all illness, disease or injury, however caused. Termination of employment under this article will not preclude the employee from applying for any employment disability benefit for which he/she may be eligible;
- if the employee fails to report to work upon the expiration of a leave of absence, without permission from the Commission; and
- if an employee is called back to work from a lay off and fails to report to and for work within fourteen calendar days from the date of the registered letter directing same was mailed from the Commission to the employee's home address, as recorded in his personnel file, he/she shall be deemed to have left the service of the Commission. The Commission will consider exceptions to this provision provided the Commission is advised of such exceptions by the employee within seven calendar days from the date of the registered letter.

An employee shall not accrue any further service seniority beyond the date of transfer to the REP/WDP Operator classification.

An employee, at the time of lay off, will have his/her seniority frozen to that which was accumulated to the date of lay off from the date of last hire.

An employee who is granted a leave of absence of over ninety consecutive days will continue to accrue service seniority, however for the purpose of determining pension and vacation entitlements service seniority will be frozen on the 91st day.

An employee acquiring service seniority with the Commission, in a classification outside the bargaining unit, and which employee subsequently joins or rejoins the bargaining unit, shall have his/her full period of service seniority recognized for the purpose of vacation, pension and other such benefit entitlements. When such situations occur there would be an interruption in the employee's classification and department seniority relating to bargaining unit positions. Effective December 15, 2009, these provisions no longer apply and employees returning will not have any accumulated classification or department seniority.

In the event the Union creates a single, local full-time position for a President or Director, the respective employee will continue to accrue seniority, notwithstanding that during the period of full-time employment in the position of President or Director the employee will be paid wages by the Union.

An employee will not accrue classification seniority in two positions at the same time.

If prior to the conclusion of the trial period, associated with an employee being awarded a new classification as a result of a job posting, the employee reverts or is placed back to his/her former classification, the period spent in the new classification will be treated as seniority in his/her former classification.

If at the end of the trial period, associated with an employee being awarded a new position as a result of a job posting, the employee does not return, (revert or placed) to his/her former classification at the end of ninety days, the accruing of classification seniority in the former classification will have ceased as of the first day in the new classification.

In the event of a lay off in a classification where an employee accepts a position in another classification, in these circumstances the determination of the employee classification seniority will be dependent upon the decision that is made at the earliest of:

- the first opportunity the employee has to revert back to his/her displaced position; or
- a period of three years or a period equal to the employee's period of service; or
- the employee posts to another classification.

The experience, not treated as classification seniority, the employee has received in the position he/she accepts as a result of a lay off will be noted on his/her personnel file.

Employees who "sign off" classifications may not re-apply to the classification that is being signed off for a period of two years.

### **SECTION 136.02 APPRENTICESHIP SENIORITY**

Apprentices who are appointed from seniority employees continue to accrue classification seniority in the classification held prior to entering the apprenticeship; upon successful completion of the apprenticeship and entry into the new classification, time spent in the apprenticeship will be credited towards the seniority in the new classification.

Apprentice Mechanics will sign for vacation with Mechanic Helper classification.

### **SECTION 136.03 NEW TERMINAL OR OPERATIONS**

In the event that the Commission establishes a new terminal or operation at a different location within a town or city in which the Commission already has a terminal or operation, the Commission and the Union will meet and establish procedures which will protect the seniority of employees at both the original terminal or operation and the new terminal or operation. Such procedures will be set out in writing.

### **SECTION 137 - FILLING VACANCIES**

**137.01** Any new position or vacancy covered by this Collective Agreement will be posted on bulletin boards for 14 calendar days and applications may be submitted. All postings will indicate the target date the appointment is to take effect. The initial and subsequent vacancies may be filled before all steps in the posting process are complete. The fourteen day posting process will apply, when appropriate, for subsequent vacancies subject to section 137.07.02.

Where reasonable, the employer may post concurrently to reduce the vacancy period

**137.02** Management will have the sole right to fill a vacancy. The selected employee will be advised by the Manager of the Department. In all cases the President of the Union will be advised of the selection prior to making any announcement on the appointment.

**137.03** The Commission and the Union recognize that “open movement” will be used in filling vacancies in Union positions. Throughout the Commission, applications will first be considered from within the department with the vacancy, secondly from other departments and finally from outside the Commission. Employees transferring between classifications must possess the basic qualifications to perform the work. Assessments will be required for employees applying to transfer into Operator and General Service classifications for the first time. Should the employee applying for the posting not pass the assessment at the first time of writing, the employee will be provided with the predetermined training by the respective department, after which the employee will be permitted to rewrite the assessment one time only. Should the employee not be successful he or she may elect to repost following twelve months, and will be afforded a one-time opportunity to pass the assessment, noting that no further training will be provided by the respective department

**137.03.01** In all cases, interested employees are to make formal application for a job posting. An interview with the selected applicant will be held to confirm job requirements and performance expectations.

**137.04** Selection will be made from applications, subject to 137.03, on the following basis:

- Operator positions to be filled by classification seniority (historic) first and service seniority second, subject to having the necessary valid licence.
- An employee may only hold one formalized relief position at a time. Formalized Relief positions are understood to be limited to Ticket Clerk, Inspector, Dispatcher, Relief Supervisor (days) at Highbury and Primary Mobile Mechanic positions. **Excluded are Primary Relief Mobile Mechanics in Fleet & Facilities.** In the event the Primary Relief Mobile Mechanic holds a Relief Supervisory position on days at Highbury, that employee would sign vacation with the corresponding Mobile Mechanic shift not in the relief supervisor group.

If there is a shift conflict with the two positions the relief mobile mechanics position is the priority. If there is an overlap between the assigned shift of the Relief Supervisor and the hours performing the Relief Mobile Mechanic duties the relief supervisor premium would be paid.

Where there is a conflict between the Relief Supervisor Schedule (when scheduled to work the weekend) and the Mobile Mechanic Schedule the Relief Supervisor on days will switch with another Relief Supervisor on days to cover the weekend and work eight hour days that week as the Mobile Mechanic.

- Relief Dispatcher, Inspector, Ticket Clerk positions to be filled by department seniority.
- Dispatcher, Inspector and Ticket Clerk positions to be filled from relief positions as set out in Section 212.
- Unskilled trades in Fleet & Facilities Department, including all General Service positions, Garage Clerk position, Mechanic Helper position, are to be filled by department seniority within the unskilled classification first.
- The Chief Storekeeper’s position is to be filled based upon criteria established by the Commission for the position from time to time. The assessment of the individual applications in terms of the criteria is the responsibility of the Commission. If the applications are deemed to be equal in terms of the criteria assessment, department seniority, within the unskilled classifications first, will apply.
- All Relief Supervisor positions are to be filled based upon criteria established by the Commission for the positions from time to time. The assessment of the individual applications in terms of the criteria is the responsibility of the Commission. If the applications are deemed to be equal in terms of the criteria assessment, classification seniority will govern. If no applications are received, the Director of Fleet and Facilities has the sole right to select a person from the applicable shift, to fill such position without regard for seniority, who must abide by such decision. Mechanics would be selected for the night and day garage Relief Supervisor positions, while a Bodyman would be selected for the Chief Bodyman’s position.
- All skilled trade positions, subject to the provisions of Section 308, will be filled by classification seniority, regardless of shift.

**137.05** The Commission will normally advise the successful applicant within seven calendar days from the expiry of the posting. However, the

advice may be delayed depending on the nature and number of applications received. In the event that the Commission is unable to advise the successful applicant within seven calendar days, the Commission will post a notice advising of the same.

**137.06** When a vacancy arises as a result of an employee being awarded a new position or a vacancy covered by this Collective Agreement, the Commission will post the vacancy if it is to be filled or post a notice stating that the position is not being filled. Such postings will be issued on or before the date the employee starts his/her new position.

**137.07.01** All employees awarded a position within the Fleet and Facilities Department), or within the Transportation Department, will serve a trial period of 60 days from the actual start date in the new position.

All employees awarded a position between the Fleet and Facilities Department, and the Transportation Department (and vice versa) will serve a trial period of 90 days from the actual start date in the new position.

Employees posting back into classifications which they have held within the past two years, and subject to passing any required updated training, will not be provided a trial period.

**137.07.02** During the trial period, employees shall have the right to revert to their former classification giving sufficient notice for replacement in the event the employee is dissatisfied with the new position. Management also has the right to place the employee in the employee's former classification should, solely in the opinion of management, the employee's services in the new position be unsatisfactory. In the event that an employee who was appointed to a vacancy reverts or is placed in his/her former classification, the list of applicants from the original posting may be used to select the next employee to be awarded the position, for a period of 90 days from the original posting date.

**137.08.01** An employee appointed to a relief position will only be on the trial period as defined in 137.07.01 and 137.07.02 from the date the employee is appointed to the permanent position, and during the period such employee holds the relief position, including this trial period, the employee shall have the right to revert to the employee's former classification, giving sufficient notice for replacement, in the event the employee is dissatisfied with the new position and management also has the right

to place the employee in the employee's former classification should, solely in the opinion of management, the employee's services in the new position be unsatisfactory.

**137.08.02** Relief position employees only may apply for any new position posted during the time the relief position is held but may not apply during the trial period.

**137.09** In the Fleet and Facility Department, if a skilled trade moves to an unskilled classification, the person will become the junior person in the unskilled classification. If the skilled trade has past seniority in the unskilled classification, such seniority will be recognized.

**137.10** The provisions of Section 137 will not prohibit Fleet & Facilities employees from commencing an approved apprenticeship program.

## **SECTION 138 – OVERTIME, WORK ASSIGNMENT, RELIEF ASSIGNMENT**

**138.01** In the event of a discrepancy between the terms of the Collective Agreement and the terms of the related procedures, as negotiated from time to time by the Parties, the terms of the latter shall prevail.

**138.02** The procedures for overtime, work assignment and relief assignment may be amended during the life of the Collective Agreement, noting that any changes must be reviewed by the Union/Management Committee and agreed upon by the Parties in writing.

**138.03** The maximum hours of overtime allowable to any employee covered by this collective agreement will be capped at 400 hours per year (years are based on payroll schedule). This cap will be complied with except in "Exceptional Circumstances" as defined in section 19 of the Part VII of the ESA.

## PART II

### PROVISIONS APPLICABLE TO ALL TRANSPORTATION AND PLANNING PERSONNEL

#### SECTION 201- REPORT TO MANAGEMENT

The guidelines follow:

A distinction should be made based on the Manager's judgement at the time that a customer contact is made to separate the contact into one of two categories:

- a) serious situation which would, if validated, usually result in disciplinary action being taken, or conduct, the nature of which has previously been reviewed with the employee and has not been resolved, or
- b) routine contacts. Discussions with employees regarding routine contacts would, by and large, be set up by phone contact and handled over the phone.

Situations under a) would require that the employee be present in person in the meeting with management, and provide for the option of Union representation in accordance with the Collective Agreement. Such meetings should be set up by letter to the employee with a copy to the Union. Where possible, the employee would be offered some options for the timing of the meeting within a given period of time. If the employee does not respond to the letter within a reasonable period of time of three days excluding weekends, a second letter would be sent to the employee requiring report to management at a set time and date. In the latter case, the Manager will advise the Union in advance, and the Union may assist in discussing same with the employee and suggesting a meeting time and date.

The understanding concerning report to management for Attendance Management Program meetings is not affected by the foregoing.

#### SECTION 202 - LAVATORY ACCOMMODATION

**202.01** The Commission shall endeavour to arrange proper lavatory accommodation on the respective bus lines for Operators on duty.

**202.02** The Commission shall post an updated listing of lavatory

accommodations/hours of operation, every three months; the Commission and Union shall meet quarterly to review the listings and ensure the facilities meet minimum standards, with recommendations to the Director of Transportation & Planning. Further, the Commission shall endeavour to post an updated listing of lavatory accommodations, as appropriate, when there are service changes that impact the location of lavatory accommodations.

#### SECTION 203 - SIGNING RUNS

**203.01** Operators will select and sign for their runs based upon Operator classification seniority. Notwithstanding the foregoing, those Operators signing based on service seniority (i.e. more service seniority than Operator classification seniority) as at December 1992 are grandfathered.

**203.02** There will be five sign-ups per year ranging from six to twelve weeks. The timing and length of the sign-ups will be posted by August of the previous year.

**203.03** The sign-ups will be in accordance with dates posted from time to time, noting the timing of the sign-ups will be reviewed by the Scheduling/Planning Committee.

**203.04** Periodically, it may be necessary to adjust the length of any normal sign-up period. The Commission reserves the right to lengthen or shorten any sign-up period by one or two weeks. The Commission agrees that this type of adjustment will not occur more than once in each calendar year.

**203.05** Notwithstanding the above a new sign-up may be instituted on reasonable notice to meet unusual seasonal conditions or changed service requirements. All Operators will be paid 1/2 hour at straight time when the Commission calls a special sign-up outside the normal rotation. Operators must attend the sign-up in person to qualify for payment. The calling of a special sign-up will not affect the Commission's right to adjust any sign-up by one or two weeks as set out in Section 203.04.

**203.06.01** Operators may sign for Spareboard if they so desire subject to the limitation of number permitted to sign, assuming the duties and responsibilities pertaining to the Spareboard.



**203.06.02** It is agreed that the most senior Operators shall sign-up starting on the first day of the sign-up. The day and time of signing is at the discretion of the Director of Transportation & Planning in consultation with the Union and the Sign-Up Committee.

**203.06.03** A minimum of two to a maximum of four members of the sign-up Committee will work each sign-up and such members will place the Operator's choice on the sign-up sheet. It will be the responsibility of the Operator to ensure that his/her choice is properly designated. Payment for Sign-up Committee members working each sign-up will be shared equally between the Commission and the Union. The cost of training new members (maximum one per year) will be shared equally between the Commission and the Union.

**203.07** Schedules and Runs shall be posted on the board in the Operator's Room six working days (working days being from Monday to Friday) previous to the sign-up by the Director of Transportation & Planning. A copy of the sign-up list will be provided to the Union no later than the Tuesday before the list is posted generally.

**203.08** If an Operator is on duty during a sign-up or cannot be present, he/she must leave a minimum of three choices with the Committee and the Committee on duty shall endeavour to sign him/her up on the run he/she selects, failing that, the Committee is empowered to make a choice for him/her. Alternatively, an Operator may elect/designate to have another Operator sign for him/her in cases where the Operator is unable to attend sign-up, by so designating on the appropriate form. The responsibility regarding any errors made by the designate rests with the employee.

**203.09** When it becomes necessary for the sign-up Committee to sign-up an Operator he/she shall work the run so chosen until the next sign-up. This rule shall also apply to any Operator who fails to be present at the time designated for him/her to sign -up.

**203.10** Any errors in a sign-up will be first addressed by the Sign-up Committee, with a final resolution of error by the Department Manager in consultation with the Union

**203.11** An Operator classification seniority list shall be posted on the board for the purpose of assisting Operators to select their runs. Selection of runs as indicated shall be made each time the board is changed.

**203.12** Signing for a regularly scheduled run on the board shall constitute an undertaking on the part of an Operator so signing that he/she will fill the run regularly and that he/she will maintain a good record of reporting on time for his/her run, so that all runs go out on schedule.

**203.13** If an Operator is sick necessitating leave of absence of the Operator from work, the Director of Transportation & Planning may check the Operator's name temporarily off the sign-up list.

**203.14** In the event of sickness or other cause of absence of a signed run Operator and it is established that he/she will be absent for the balance of the sign-up, the run will be offered on the basis of seniority to Operators who signed Spareboard assignments or Spareboard positions. If the run being filled is a day run, the run will be offered beginning with the Day Preference Spareboard Operator with the highest seniority who did not have an opportunity to sign the open run at sign-up. If the run being filled is a night run, the run will be offered beginning with the Night Preference Spareboard Operator with the highest seniority who did not have an opportunity to sign the open run at sign-up.

**203.15** The Director of Transportation & Planning may, at his/her own discretion, require an Operator who has been away sick to produce a Doctor's certificate to establish clearly that he/she is in condition to operate the Commission's vehicles efficiently and safely.

**203.16** Any Regular or Relief Operator returning from sick leave prior to the end of a sign-up period shall, if his/her name is on the sign-up, claim his/her signed run. If he/she is not on the sign-up he/she shall be placed on the Spareboard for the balance of the sign-up period.

### **203.17 SUNDAY**

**203.17.01** Runs have been scheduled to provide as nearly as possible, eight hours per day. All Operators whose signed run includes work on Sunday, will be required to work on such Sundays as signed.

**203.17.02** Sign-up for Sunday runs will be posted at every regular sign-up. Only those Operators whose signed run includes work on Sunday will sign Sunday sign-up with the sign-up being by classification seniority.

### **203.18 STATUTORY HOLIDAY**

**203.18.01** statutory holidays falling within the regular sign-up period will be posted at each sign-up and the Director of Transportation &

Planning will compile lists for each holiday and the day runs, relief runs, day and night standby and show-up assignments to be filled by Operators will be shown with each list. All Operators must work the holiday signed for whether it is their scheduled day off or not.

**203.18.02** Operators will sign according to classification seniority which holiday or holidays they wish to work, within the limits of the runs day and night standby, and show-up assignments open. Operators on standby assignment must be at home and available for work when called by the Dispatchers (reference Section 115.13 for standby rates).

**203.18.03** Operators are not allowed to sign to work, or work, on a statutory holiday that occurs in their scheduled week of vacation.

**203.18.04** Lieu Day for Statutory Holiday During Vacation Week (Operators)

- a. Signing of lieu days would not apply for Christmas Day, Boxing Day and New Year's Day statutory holidays.
- b. When a statutory holiday falls during a week of signed vacation, lieu days will be offered to employees on vacation for that week in seniority order.
- c. The dates available to be taken as lieu days will be those days before and after the week containing the statutory holiday that have not been signed either as a Floater Holiday or a single day vacation. Each Operations group will have its own list of dates.
- d. Operations employees on vacation during a week which contains a statutory holiday will choose to take a lieu day, in seniority order, from the list of available dates. Based on the employee's schedule, the employee may sign for the last scheduled work day before the week of vacation if the day is open or the first scheduled day after the week of vacation if the day is open.
- e. Payment for the lieu day will be 8 hours statutory holiday pay. This also applies for 10 hour employees.
- f. Operators choosing to be Vacation Relief Operators for the signup are ineligible to sign for lieu days at the signup. However, when they know their work before and/or after the week of vacation containing the statutory holiday, they may take a lieu day based on the open dates and their work schedule.

- g. Relief Dispatchers, Inspectors and Ticket Clerks will sign for lieu days with Operators.
- h. Should an employee move vacation from the week containing the statutory holiday, the lieu day is revoked.
- i. The employer will create one "space" to be offered on the possible last scheduled work days before a week of vacation containing the Statutory Holiday (Thursday, Friday, or Saturday) and one space on the possible first scheduled work days after the week of vacation containing the statutory holiday (Sunday, Monday, Tuesday or Wednesday). If there is space in the floater holiday list or single day vacation list on any of these days, that "space" becomes another option for a lieu day.
- j. In those cases where an employee has consecutive weeks of vacation and one of those weeks contains a statutory holiday, the same principle applies as to which days the employee is eligible to take; however, a lieu day can only be taken outside of the seven days listed in i above if there is "space" in the floater holiday list or the single day vacation list.

### **203.19 NIGHT WORK OPTION FOR SPAREBOARD**

In order to sign up for runs that take place after 4:00 p.m., Operators signing Spareboard will indicate their preference for day-work or night work in the manner provided by the Commission. The Commission undertakes to accommodate the indicated preference. It is agreed that any work assigned to an Operator will be completed by the Operator. Spareboard Operators indicating a preference for night work will be assigned night work on the basis of seniority when night work is available.

### **203.20 DECEMBER 31 WORK**

Work for December 31st will be posted for those scheduled to work that day. Operators will sign according to classification seniority.

**203.20.01** Night Preference Spareboard Operators New Year's Eve Service

- i) Operators will sign the Night Preference Spareboard list in the position they wish to be assigned - Example- the Operator that signs position #1 will be assigned the first open night run. The

Operator that signs the last position will be the first Operator assigned to day work should there not be sufficient night work for all Night Preference Spareboard Operators

- ii) Operators will sign the Day Preference Spareboard list in the position they wish to be assigned (Example- since the night work is filled first, the Operator signing the last position will be the first assigned night work should there not be sufficient Night Preference Spareboard Operators to fill the open night work. Once all night work is filled, the remaining Day Preference Spareboard Operators will be assigned day work.)

### **203.21 USE of OPERATORS and OTHERS for INFORMATION SESSIONS (i.e., WESTERN UNIVERSITY/ FANSHAWE COLLEGE)**

London Transit reserves the right to utilize Unionized employees for special assignments from time to time, providing that in doing so it does not violate any of the provisions of the Collective Agreement. In reference to the above, it was also agreed that any employee (including administration staff) may be assigned, at the discretion of management, to provide information and special duties relating to customer service. This would include the practice of making Operators available, at the request of public interest groups, to make presentations. Acceptance of such special assignments continues to be voluntary where appropriate. It is also understood and agreed that where the special assignment requires the sale of tickets and/or passes that Ticket Clerks, Dispatchers and the respective relief positions will be assigned, consistent with past practice and the job descriptions of these groups.

### **SECTION 204 - SPAREBOARD GUARANTEE**

**204.01** Spareboard Operators shall be guaranteed eight hours on a daily basis Monday to Saturday. On Sunday and Statutory holidays, the daily guarantee will be seven hours.

**204.02.01** This guarantee will be reduced by 8 hours for each miss or book-off regardless of reason on Monday to Saturday and 7 hours for each miss or book-off regardless of reason on Sunday and Statutory holidays.

**204.02.02** Notwithstanding Section 204.02.01, the guarantee will not be reduced under the following circumstances:

- Spare Operator serving as juror or witness as defined under Section 109 provided Spare Operator fulfils all obligations under Section 109.
- Spare Operator is injured on the job, requires medical attention and is unable to complete his/her assigned shift, noting Spare Operator must produce evidence of medical attention.
- Spare Operator who is a member of Union Executive Board will not have his/her guarantee reduced for book off of approved Union business, noting the Commission will not pay for such time off.

**204.03** Spareboard Operators shall have two scheduled days off each week.

**204.04** It is the policy of the Commission to have as small a Spareboard as is practical, while still having sufficient Spare Operators to guarantee that all service will be maintained on schedule, at all times. This policy guarantees a maximum amount of work for Spare Operators.

**204.05** Should, during the period of a sign-up, a permanent vacancy or temporary absence in Sunday/Saturday Spareboard be created, the opening will be offered, beginning with the most senior Spare Operator not able to sign the Sunday/Saturday originally. This switch applies only to the initial permanent vacancy or temporary absence.

**204.06** Spareboard Guarantee For Operators subject to the daily Spareboard Guarantee working an X Run or Signed Part Run as the last assignment for the day and being Late Off on the assignment requiring a payment of Late Off greater than fifteen minutes, the amount of Late Off greater than fifteen minutes will be paid at overtime

**204.07** The number of Saturday & Sunday off Spareboard Operators for each signup period is capped at 9.

**204.08** Additional Spareboard Work -Any additional work assignments beyond those posted/assigned per Enclosure 1 for a Spareboard Operator can be accepted by the Spareboard Operator on a voluntary basis and will be paid at overtime rates if all of the Spareboard Operator's assigned work assignments are completed.

## **SECTION 205 - PREMIUM RATES FOR OPERATORS**

### **205.01 EARLY AM PREMIUM**

**205.01.01** All Spare Operators shall receive a premium of 1/2 time for those hours worked prior to 8:00 a.m. where the Spare Operator has worked a late shift terminating on or after the previous 11:30 P.M. This is not to apply on Mondays or days following Statutory holidays.

**205.01.02** Operators who are forced by seniority to work a Sunday night run and then have a signed day run which provides less than 8 hours off between shifts may request that Dispatch change their work so as to allow for 8 hours off between shifts. In those cases where Dispatch is unable to allow 8 hours between shifts, the Operator will be paid ½ times premium for the time worked between the start time of the Monday work and the time that would represent 8 hours between shifts.

**205.01.03** Operators who are forced by seniority to work on a Statutory Holiday night run and then have a signed day run which provides less than eight hours off between shifts may request that Dispatch change their work so as to allow for eight hours off between shifts. In those cases where Dispatch is unable to allow 8 hours between shifts, the Operator will be paid ½ times premium for the time worked between the start time of the work on the day after the Statutory Holiday and the time that would represent 8 hours between shifts.

### **205.02 PAY FOR BREAK TIME**

**205.02.01** The Commission will pay at straight time, all breaks of twenty nine minutes or less.

### **205.03 OPERATOR CALL BACK**

**205.03.01** If Operators are called back after performing their regular run on Sunday they will be paid at one and one-half times their regular basic rate. It is agreed that if they work in excess of their regular run, where calling back was unnecessary, overtime rate (1-1/2 times) is not payable until eight hours work has been performed.

## **SECTION 206 - OPERATORS REPORTING SICKNESS, SLEEPING IN AND MISSED ASSIGNMENTS**

### **206.01 SICKNESS**

**206.01.01** Day Operators unable to report for their runs on account of sickness or who get sick while on a run shall give the Dispatcher the maximum advance notice possible.

When a Day Operator is ready to return to work following period of sickness, he/she must advise the Dispatcher before 8:00 a.m. on the day before he/she is ready for work and must produce a Doctor's certificate establishing his/her fitness, or his/her illness, if requested to do so before he/she may return to duty.

Should a Day Operator report to the Dispatcher as indicated in the previous paragraph and subsequently not show up for work, he/she will automatically be booked off the next scheduled day of work and will be subject to the Dispatcher's orders for that day.

**206.01.02** Relief Operators unable to report for their runs on account of sickness or who get sick while on a run shall give the Dispatcher the maximum advance notice possible.

When a Relief Operator is off sick for one day or less, he/she must advise Dispatch before 8:00 a.m. on the day he/she is ready to work and must produce a doctor's certificate establishing his/her fitness, or his/her illness, if requested to do so before he/she may return to duty.

When a Relief Operator is off sick for more than one day, he/she must advise Dispatch before 8:00 a.m. on the day before he/she is ready for work and must produce a doctor's certificate establishing his/her fitness, or his/her illness, if requested to do so before he/she may return to duty.

Should a Relief Operator report to the Dispatcher as indicated in the previous paragraphs and subsequently not show up for work, he/she will automatically be booked off the next schedule day of work and will be subject to the Dispatcher's orders for that day.

**206.01.03** Spare Operators unable to report for work on account of sickness or who get sick while at work shall give the Dispatcher the maximum advance notice possible.

When a Spare Operator is ready to return to work following a period of sickness which has not exceeded one scheduled day of work, he/she must advise the Dispatcher prior to the next scheduled day of work. The Spare Operator would be permitted to work the next scheduled day of work.

When a Spare Operator is ready to return to work following a period of sickness of two or more scheduled days of work (whether full or part days) he/she must notify the Dispatcher before 8:00 a.m. on the day before the day he/she is ready to return to work.

When a Spare Operator reports to the Dispatcher after 8:00 a.m. on the day before the day he/she is ready to return to work, the Spareboard guarantee will be reduced by eight hours and he/she will be subject to the Dispatcher's orders for the day he/she is ready to return to work.

Should a Spare Operator report to the Dispatcher he/she is ready to return to work as indicated in the previous 2 paragraphs, and subsequently not show up for work, he/she will automatically be booked off the next scheduled day of work, the Spareboard guarantee will be reduced by 8 hours for that next scheduled day of work, and he/she will be subject to the Dispatcher's orders for that next scheduled day of work.

## **206.02 SLEEPING IN AND/OR MISSED ASSIGNMENTS**

### **206.02.01 SIGNED RUNS**

All Operators sleeping in or missing their runs or assignment for any other reason other than sickness, who do not report personally to the Dispatcher's office by phone or in person earlier on that day to receive directions, must advise the Dispatcher by times as listed below stating the reason, even though he/she may be scheduled off the next day.

<u>Sign-up Report Time</u>	<u>Deadline time to Report to Dispatcher</u>
5 - 7A.M.	8 A.M.
7 - 10A.M.	12: P.M. NOON
10 - 2P.M.	3 P.M.
2 - 6P.M.	7 P.M.

**206.02.02** Those Operators due to report on scheduled runs before and including 2:00 p.m. will be subject to the Dispatcher's orders for that day. Day Operators will not normally be ordered to work a night run except in an emergency as determined by the Dispatcher, but must complete any other assignment. Operators failing to report to the Dispatcher's office personally by phone, or in person before times as set out in Section 206.02.01 will be recorded as failing to report and their next scheduled day's work will be filled from the Spareboard covering that scheduled

day's work and the Operator will be subject to the Dispatcher's orders for that day.

**206.02.03** Those Operators due to report on scheduled runs after 2:00 p.m. and who fail to advise the Dispatcher's office personally by phone, or in person before times set out in Section 206.02.01 will be recorded as failing to report and their next scheduled day's work will be filled from the Spareboard covering that scheduled day's work and the Operator will be subject to the Dispatcher's orders for that day.

**206.02.04** All relief Operators reporting late at or projected to be late at the relief point to a maximum of 30 minutes will work the balance of that shift. All Relief Operators reporting over thirty minutes late to the relief point will be subject to Dispatchers orders for that day.

**206.02.05** Operators who have slept in and/or missed assignments who are required to report and fail to do so by the required time or who are under Dispatchers orders and failure to follow orders are subject to disciplinary action.

### **206.03 SPARE OPERATORS**

**206.03.01** Spare Operators scheduled for any show-up or assignment must maintain a good record of reporting on time. Spare Operators failing to report for any show-up or assignment must advise the Dispatcher within one hour of time scheduled for work stating reason for failure to report which shall be recorded. The regulations under the clause governing the Spareboard guarantee will apply to each miss or book-off, regardless of reason. Failure to advise the Dispatcher will be recorded as a "no report" and be subject to disciplinary action.

**206.03.02** Spare Operators, completing their day's work after 9:00 o'clock p.m. will not be booked to start the next day's work until a period of 8 hours has elapsed since the completion of the previous day's work.

### **206.04 ALL OPERATORS**

**206.04.01** Reporting personally by phone or in person will be required in all cases except where the Operator is unable to do so due to circumstances beyond his/her control.

**206.04.02** An unsatisfactory record of failure of any Operator to report on runs, trippers, other assignments and show-ups will be dealt with in accordance with Section 120.

**SECTION 207 - OPERATORS REPORTING TIME ALLOWANCE**

**207.01** Generally it shall be the intent of this section that the reporting time allowance shall be paid only once in each day. In all cases, including where an employee is relieving another employee on rehabilitative assignment or to replace for a Union book-off, the relieving employee will receive the reporting time allowance if the work is the relieving employee's first assignment of the day.

**207.02** Operators shall be paid reporting time on any regular scheduled run.

**207.03** Operators shall be paid reporting time on each tripper assignment.

**207.04** Operators will be paid reporting time at regular basic hourly rate for each occasion where the bus operated by the Operator is dispatched from the Garage.

**207.05** Reporting time allowance is modified to provide a reporting time allowance of fifteen minutes for all pieces of work out of the garage and five minutes for all first pieces of work which relieve on the road (not out of the garage).

**SECTION 208 - OPERATOR TRAVEL TIME ALLOWANCE**

**208.01** Generally, it is the intention that travel time allowance will only be paid to Operators where the "relief point" is remote from the "place of report".

**208.01.01** For purposes of calculating travel time allowance, the "place of report" is defined as either Dundas and Richmond, 450 Highbury North or Wonderland Road garage.

**208.02.01** Travel time allowance will be paid for Relief Operators in the following cases:

Route	Relief Point	Travel Time Allowance Highbury Garage	Travel Time Allowance Wonderland Garage
2	Dundas & Highbury	10	
3	Hamilton & Hale	10	
4, 17, 20, 91	Oxford & Highbury	10	
33	Natural Science/Alumni Hall	30	30
36	Fanshawe College	15	
29	Wonderland & Oxford	30	20
11, 15, 23, 24	Westmount Mall		10
16, 92	Adelaide & Dundas	20	30
1, 16	Commissioners & Deveron	15	
2, 3, 17, 35, 37	Argyle Mall	10	
17, 91	Oxford & Richmond	20	30
21, 32, 25, 27	Huron & Highbury	15	
33	Farrar & Wonderland	30	20
34, 38/39	Masonville Place Mall	30	30
10, 13, 30	White Oaks Mall	20	

**Note:** Travel time paid based on which garage the bus is returned to. If travel time allowance column is blank, buses will not come out of that garage.

**208.02.02** Any change in routing of any one of the above routes during the term of the Contract which would eliminate or reduce the necessity of travel time between "place of report" and "relief point", may reduce or eliminate the above travel time allowance. Any new route or change to an existing route during the term of the Collective Agreement, that makes the existing relief point not viable and requires relief, would be paid the travel time allowance as indicated in the chart in 208.02.01. In the event that a relief point not listed in the chart in 208.02.01 is required to be utilized, the travel allowance will be determined and paid based on reasonable transit travel time (actual transit travel time plus maximum half the headway of the second route) back to the place of report.

**208.02.03.01** The above travel time will only be paid to those Operators relieving for the first time in the day and where the five minute reporting time is presently paid.

**208.02.03.02** Notwithstanding the above, travel time will be paid to REP/WDP Operators and Overtime Operators only in all cases where the relief point would attract travel time allowance per Section 208.02.01.

**208.02.03.03** Operators who work pieces of work which start at 450 Highbury Avenue and end at Alumni Hall, Natural Science or Masonville Place, or start at Alumni Hall, Natural Science or Masonville Place and end at 450 Highbury Avenue, will be paid a special travel allowance of 30 minutes. For the purpose of determining travel time, Alumni Hall, Natural Science and Masonville Place will be considered as one relief point.

**208.02.03.04** Two pieces of work which work out of both garages, will be paid an additional travel allowance of 25 minutes. To receive the additional travel allowance the Operator must complete both pieces of work. The scenarios for these runs are:

- Starts first piece of work at one garage and starts second piece of work at opposite garage
- Starts first piece of work at one garage and starts second piece of work at relief point with piece of work ending at opposite garage.

## **SECTION 209 - SHOW UP ALLOWANCE**

**209.01** Each Operator who is booked for show-up at 5:00am and 5:15am. or any other specified show-up shall be paid one hour show-up unless he/she gets a scheduled run or work, which commences during the show-up period, and shall be assigned any work that is available.

**209.02.01** Operators shall be paid show-up at straight time in those cases where an Operator receives a work assignment which commences within the show-up period.

**209.02.02** Any show-up time will be included for the purpose of determining any premiums payable under Section 113.04 and 113.10.

**209.03** Any Operator called in and assigned work immediately is not eligible for show-up time pay.

## **SECTION 210 - MINIMUM WORK ASSIGNMENT GUARANTEE AND COFFEE BREAK ALLOWANCE**

### **210.01 MINIMUM WORK ASSIGNMENT GUARANTEE**

**210.01.01** If an Operator reports on time on any initial work assignment (other than for Charter, Specials, so called Swing or Regular assigned runs), which commences after termination of a show-up period, a minimum guarantee of two hours pay will prevail, but if anyone is held beyond the one hour show-up, the additional time held will be included to determine the two hour guarantee minimum provided the work commences in the hold-over period.

**210.01.02** A Spare Operator will be paid two hours at straight time where he/she has been inadvertently assigned to a regular work assignment already assigned to a Regular Operator.

### **210.02 COFFEE BREAK ALLOWANCE**

**210.02.01** The coffee break allowance paid in lieu of breaks has been rolled into the Schedule "A" wage rate. The basic wage rate includes payments for breaks as provided for by the Employment Standards Act.

### **210.03 NO LOSS OF DAILY GUARANTEE FOR BOOK OFF UNION**

**210.03.01** Operators on regular signed runs, who are members of Union Executive Board will not have his/her guarantee reduced for book off related to approved Union business, noting the Commission will not pay for such time off (i.e., Union book off).

## **SECTION 211 - UNIFORMS**

**211.01.01** The Commission shall pay the full cost of uniforms for Operators, Dispatchers, Ticket Clerks and Inspectors. The uniform allowance shall consist of the value of the base uniform issue (calculated at a 24 month value) as described in Tables 1 a) or 2 a). Employees may mix and match both base items and optional items provided that the total value of the uniform allowance is not exceeded. Included in the base amount is a value of \$160.00 for shoes/boots.

**211.01.02** Shoe Boot Provisions for Operators, Dispatchers, Ticket Clerks, and Inspectors. The shoe/boot is a required part of the uniform and is to be treated as such; noting the shoe/boot requirements are to

be determined by the Commission after consultation with the Uniform Committee, and include a requirement for non-slip soles. Employees will make an election prior to their clothing issue between the following choices:

- a) Shoe/Boot allowance- an employee selecting this option may choose either \$150.00 or \$200.00 allowance. The amount selected will be paid through the payroll system, and deducted from the base value available for clothing selection/issue. Employees selecting this option must purchase shoes/boots conforming to the Commission's requirements.
- b) Shoe/Boot included in clothing issue. In the case of this option, the employee will first select the shoes and/or boots from the Commission's authorized supplier. The cost of the selected items will be deducted from the base value to provide the net amount available to the employee for the balance of the clothing selection/issue.

With respect to the employees' first clothing issue after ratification only, employees may elect to have their option (either shoe/boot allowance or shoe/boot selection included in the clothing issue) in advance of their normal clothing issue date.

**211.01.03** All items of clothing will remain the property of the Commission. The employer may require that any employee leaving the employment of the Commission return items of clothing.

**211.01.04** All Operations Employees must be neat and clean, and when working must be in full uniform, able to pass inspection at all times. All Operations Employees shall be governed entirely by the orders of the Director of Transportation & Planning as to what constitutes full uniform seasonally.

**211.01.05** All employees are permitted to select approved uniform/clothing items to a value in excess of their approved uniform/clothing allowance up to a maximum of \$20 upon ordering.

The excess order will be paid by the employee through the direct payroll deduction.

Employees who have unused entitlement for clothing may request that the value of the unused entitlement be added to their next shoe/boot allowance.

**211.01.06** Parties acknowledge that due to certain employees' body types, standard issue uniform clothing may not be comfortable for the employee and therefore not suitable. The Director of T&P/designate will meet with the employee, determine the need for alternative clothing, provide for the employee to obtain alternate clothing. While the need to contain costs within the established uniform issue exists, it is recognized that in some cases the alternative clothing may cost slightly more and that employee's allowance will be increased accordingly.

**211.02.01** Uniforms for Operators, Dispatchers and Ticket Clerks will consist of the following as set below:

<b>Table 1 a) Items included in Base</b>		
<b>Item</b>	<b>Quantity</b>	<b>Frequency</b> (From date of last issue)
Jacket	1	24 months
Trousers/shorts	4	24 months
Shirts	9	24 months
Ties	3	24 months
Belts	1	24 months
Sleeveless fleece vest	1	24 months
Caps	1 (uniform cop), or 2 baseball caps and 1 toque	24 months
Shoes/Boots (value of \$160.00)		24 months
Fitted Gloves	4	24 months

<b>Table 1 b) Items not included in Base</b>		
<b>Item</b>	<b>Quantity</b>	<b>Frequency</b> (From date of last issue)
Winter Parka	1	60 months – as requested
Top coat (trench coat)	1	60 months – as requested

**211.02.04** All Operators Dispatchers and Inspectors will be reimbursed a maximum of \$160.00. New employees would receive the allowance on a pro rata basis, based on full calendar months, i.e. \$13.00 per month.

**211.03.01** Uniforms for Inspectors will consist of the following as set out in table 2.



**2a)** The “base” amount for Inspectors, for items issued on 36 month basis, will be pro-rata, i.e. 2/3 the value for 36 month issue.

<b>Item</b>	<b>Quantity</b>	<b>Frequency</b> (From date of last issue)
Blazer	1	36 months
Shirts	9	24 months
Ties	3	24 months
Belts	1	24 months
Winter weight jacket	1	36 months
Summer weight jacket	1	36 months
Winter weight trousers	3	36 months
Summer weight trousers	3	36 months
Caps	1 (uniform cap), or 2 baseball caps and 1 toque	24 months
Thermal-insulated high-rise pants, parka and hood	1 of each	36 months/ 60 months for relief inspectors
Turtleneck sweater	2	36 months/ 60 months for relief inspectors
Raincoat	1	36 months

**2b)**

Winter fur cap	1	60 months
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**211.03.02** The Commission will pay the cost of dry cleaning Inspectors’ winter uniforms once each month during the months of November to March inclusive so long as the present type of winter uniform is continued. The Commission will pay the actual cost of dry cleaning Inspectors’ winter parkas once a year to a maximum of (\$30.00) thirty dollars.

**211.03.03** The Commission will reimburse all Inspectors up to a maximum of \$50.00 every two years for the purchase of gloves and heavy underwear. Submission of proof of purchase will be required to qualify for reimbursement.

**211.04.01** A safety shoe allowance will be paid via the payroll system, based on the deemed purchase of same, recognizing the safety shoe is a

required part of the uniform/clothing issue and is to be treated as such.

**211.04.02** The selected safety shoe must be CSA approved. The minimum standard safety shoe is the CSA approved yellow sticker shoe.

**211.04.03** Payment will be made on the last full pay period in July, each year. The maximum safety shoe allowance equals \$100.00. New employees and employees leaving the service of the Commission through circumstances including but not limited to retirement and termination will receive the safety shoe allowance on a pro rata basis, based on full calendar months to be worked during the year multiplied by eight dollars per month.

### **SECTION 212 - TICKET CLERKS, INSPECTORS AND DISPATCHERS**

**212.01** There will be one classification of Ticket Clerks, one classification of Inspectors and one classification of Dispatchers. The provisions of this section apply independently to each of the respective classifications of Ticket Clerk, Inspector and Dispatcher.

**212.02.01** The Union recognizes that it is the exclusive function of management to operate the transportation system in all respects in as efficient a manner as possible and that part of this function must be to direct where and when personnel in the classifications of Ticket Clerk, Inspector and Dispatcher will work.

**212.02.02** The general principle will be that the Regular Ticket Clerks, Inspectors and Dispatchers will not be moved from their signed shifts unless directed to do so by the Director of Transportation & Planning for emergencies or for special assignments.

**212.03.01** Should the Commission decide to add a position to a respective classification(s) or fill a vacancy in a respective classification(s), the position would be filled by the “senior relief” person in the respective classification, e.g. senior relief ticket clerk to fill ticket clerk position.

**212.03.02** The respective senior relief personnel in the respective classification will be allowed two refusals in filling the regular full-time positions. After two such refusals, the person will automatically revert back to the Operator classification only. Such person will not be allowed to re-apply for a relief position for a period of two years following his/her second refusal. If an employee re-applies for a relief position subsequent to the

two year waiting period and if the employee is selected for the position in accordance with the provisions of Section 137, the employee's previous classification seniority will be recognized.

**212.04.01** Seniority in the respective classifications shall govern the choice of work assignments. Personnel in the respective classifications may select and sign for their work assignments by classification seniority. There will be five sign-ups per year ranging from six to twelve weeks to coincide with the Operator signup consistent with 203.02.

**212.04.02** The sign-ups will be in accordance with dates posted from time to time, noting the timing of the sign-ups will be reviewed by the Scheduling/Planning Committee.

**212.04.03** Periodically, it may be necessary to adjust the length of any normal sign-up period. The Commission reserves the right to lengthen or shorten any sign-up period by one or two weeks. The Commission agrees that this type of adjustment will not occur more than once in each calendar year.

**212.04.04** Notwithstanding the above a new sign-up may be instituted on reasonable notice to meet unusual seasonal conditions or changed service requirements. All personnel in the respective classification will be paid 1/2 hour at straight time when the Commission calls a special signup outside the normal rotation. Inspectors, Dispatchers and Ticket Clerks must attend the sign-up in person to qualify for payment. The calling of a special sign-up will not affect the Commission's right to adjust any sign-up by two weeks as set out above.

**212.04.05** When an individual in the respective classification is not going to return to work for the remainder of a sign-up, the next senior individual in the respective classification on the sign-up list will have the option of filling the shift for the remainder of the sign-up period. The movement of the next senior individual in the classification applies only to the original vacancy, and if the original vacancy is filled, the new vacant position will be filled by the respective relief personnel.

**212.05.01** Statutory holidays falling within a regular sign-up period will be posted at each sign-up. The Director of Transportation & Planning will compile work assignments for each Statutory Holiday as may be applicable.

**212.05.02** Personnel in the respective classifications will, as applicable, sign according to classification seniority which holiday or holidays they wish to work, within the limits of the work assignments available.

**212.05.03** Personnel in the respective classifications must not sign to work on a Statutory Holiday that occurs in their scheduled vacation period.

**212.05.04** Personnel in the respective classifications must work the Statutory Holiday signed for whether it is their scheduled day off or not.

**212.05.05** Personnel in the respective classifications will periodically be requested to attend supervisory/staff meetings. Attendance at these meetings outside regular scheduled hours will be paid at straight time.

**212.06** Regular full time personnel in the respective classifications may only revert to the Operator classification if selected to fill a vacancy in the Operator classification.

**212.07** Dispatcher shifts only commencing on or after 8:00 p.m. will receive a premium of \$.50 per hour (overtime calculation on basic rate only applies).

**212.08.01** In the absence of the Chief Dispatcher, the Dispatcher will be paid a premium of 50 cents per hour when working the full regular Chief Dispatcher's shift. The premium will be paid to the Dispatcher designated by the Chief Dispatcher as being in charge of the shift. This premium will not be paid for periods of less than a full regular shift.

**212.08.02** This premium will only continue as long as the Chief Dispatcher has a regular shift in the Dispatcher's office.

**212.09.01** Relief Transportation Employees (Ticket Clerks, Dispatchers, Inspectors) who sign 10 hour shifts as Operators will not be assigned to an 8 hour shift in their respective relief classification unless there are no other Relief employees in the respective classification available.

When it does become necessary to assign a Relief employee who has signed a 10 hour Operator shift to an 8 hour shift in his/her respective relief classification, the Relief employee may request to be assigned additional work in the Operator classification to make up the difference to 10 hours. If such a request is made, the Relief will be assigned additional Operator work as may be available and the work for the day will attract a 10 hour

pay guarantee subject to the appropriate provisions in the Collective Agreement, including the requirement of the Relief Operator to report to all assignments on time. Should the Relief employee not request to be assigned additional work, there will be no 10 hour pay guarantee for the day.

With respect to relief work in the Ticket Clerk classification, if there is a Saturday when only Relief Ticket Clerks who have 10 hour Operator shifts are available to work on an open scheduled Ticket Clerk shift, then the 10 hour Ticket Clerk shift would not be reduced. (Note - if the Saturday shift is an 8 hour pass sales shift, then the Relief Ticket Clerk may request to be scheduled to work additional Operator work to reach the 10 hour guarantee, in which case the preceding paragraph would apply).

**212.09.01** For full time Relief (Ticket Clerks, Dispatchers, Inspectors) the following parameters will be adhered to:

1. A Relief will be deemed to be "Full Time Temporary" in the classification (i.e., Dispatcher, Inspector or Ticket Clerk) when assigned for a period in excess of two full consecutive weeks in Dispatch;
2. Full Time Temporary assignments will be filled by seniority from within the respective relief group. Should an employee decline the opportunity, it will not be considered a refusal for purposes of section 212.03.02 of the Collective Agreement. If no relief accepts voluntarily, the opportunity will be rotated in periods of two weeks or less amongst the reliefs and the procedures hereunder shall not apply. If the opportunity extends beyond one full signup, the process of offering the continuing opportunity will be offered by seniority again to all reliefs;
3. Upon being appointed (commencing duties) as Full-Time Temporary, the employee will be considered to be a Full-Time for purposes of the Overtime and Work Assignment procedures, and will not be eligible for Operator assignments during the term of the assignment to Full-time Temporary;
4. The Full-Time Temporary employee will accrue classification seniority as an Operator during the term;

5. The Full-Time Temporary employee will sign for statutory holidays with the Full-Time employees in the classification, in accordance with his or her classification seniority. Further, and as applicable, the Full Time Temporary employees will assume any assignments for statutory holidays which were signed for by the Full-Time employees who vacated the classification; and
6. The Full-Time Temporary employee will be placed on a shift in accordance with section 212.04.01 and 212.04.05 of the Collective Agreement.

## **SECTION 215 - TRAFFIC CHECKS**

### **215.01.01**

Employees will be provided with a vehicle to perform traffic checks when the outside temperature is at or below ten degrees Celsius. Employees may be provided vehicles when the outside temperature is above ten degrees Celsius when it is medically necessary to do so, or for other bona fide health and safety reasons and for employees performing Alternate Work via LTC's RTW program. Should an employee assigned to perform traffic checks not accept the vehicle provided by the employer, he or she will be required to use his or her personal vehicle and will be reimbursed at the rate of \$.80 per hour

**215.01.02** This allowance will not be paid for mileage or time incurred in the normal driving to and from work.

**215.01.03** The Union recognizes that traffic counts are normally conducted at major intersections where it may be impossible to park a vehicle and that the use of personal cars will not be permitted at locations where traffic interference will be a problem.

## **SECTION 216 - REGULAR OPERATOR GUARANTEE**

**216.01.01** No regularly scheduled day or relief run on weekdays shall pay less than eight hours including reporting time.

**216.01.02** X runs of 7½ hours or more on weekdays will be included in regular scheduled Operator assignments.

**216.01.03** X runs of 7 ½ hours or more on Saturdays will be allowed to be signed at the sign-up by Spareboard Operators whose scheduled days of work always include Saturday. (Spareboard Operators in rotating days

off groups will not be allowed to sign these X runs.) The value of the X run would show without Guarantee Makeup so that if another Operator (i.e. REP or Overtime) works the assignment then they are paid for the work only.

**216.02** All regular assigned runs on Sunday will pay seven hours as a guaranteed minimum. Any Sunday work involving less than six and three quarter hours may be assigned to the Spareboard and will not be subject to this guaranteed minimum.

## **SECTION 217 - REDUCED EMPLOYMENT PERSONNEL/ WIND DOWN PERSONNAL (BUS OPERATORS)**

### **Reduced Employment Personnel (REP)**

**217.01** On July 1, 1989, there was a separate classification of Operators called Reduced Employment Personnel (REP Operators).

All active REP Operators at the time of ratification will be grandfathered in the Reduced Employment Personnel program; all applicable sections of the Collective Agreement remain unchanged for those grandfathered, unless explicitly outlined in the memorandum of agreement.

Effective the date of ratification, Full Time Operators who take early retirement will no longer be accepted into the Reduced Employment Personnel (Bus Operators) program.

**217.02** Full time Operators, who take early retirement, may select to become REP Operators. Full time Operators with at least 10 years of service with the Commission and are, as a minimum 55 years of age, or eligible for early retirement under the OMERS pension plan, may transfer to the REP Operator classification on a permanent basis. Once a full time Operator has transferred to the REP Operator classification, he/she may not revert back to a full time Operator. When a Fleet & Facilities employee transfers to the Operator classification, that employee must successfully complete the trial period indicated in section 103.01 before being able to post for an REP position vacancy.

**217.03** The complement of REP Operators will not exceed 10% of the full time Operator complement. The REP complement may exceed 10% in the event a full time Operator wishes to take early retirement and become an REP Operator (Effective November 1, 2016 – refer to Section 217.12 for maximum complement) . REP Operators who work less than

300 hours) in the full two calendar years will be removed from the REP Program and, if eligible, placed in the Post-Retirement Health Care Plan. All current REP employees who do not reach the minimum will not be included in the complement formula calculation.

**217.04** REP Operators will not be eligible for any time or pay guarantees covering full time Operators. REP Operators will be paid for all time during which they are required by the Commission to perform their duties. REP Operators will not be used more than 56 hours per pay period except in cases of emergencies.

**217.05** REP Operators will be paid at regular basic hourly rate as per Schedule “A”. REP Operators shall receive one and one half times their regular basic rate (basic rate plus 1/2 time premium) for work exceeding 8 hours on a daily basis. REP Operators will be paid for hours worked in excess of spreads as set out in Section 113.04 (10 hour spread) and Section 113.10 (12 hour spread). REP Operators working on a Statutory Holiday will be paid at 2-1/2 times their basic hourly rate for all hours worked on the statutory holiday; REP’s receive full statutory holiday pay per the ESA and pay at 1.5 times their basic hourly rate for all hours worked on the statutory holiday . REP Operators working on a Sunday shall receive one and a quarter times their regular basic rate (basic rate plus 1/4 time premium) for all hours worked on Sundays to a maximum 8 hours per Sunday. No other premiums or allowances will be applicable to REP Operators.

**217.06** REP Operators will not accrue any further seniority beyond the date of transfer to the REP Operator classification. REP Operators service seniority will be recognized within the REP classification.

**217.07** Effective August 1991, once all full-time Operators on lay-off at that time are called back, all individuals selecting the REP classification on retirement would not be subject to future lay off providing the allowable maximum number of REP personnel as per the contract is not exceeded.

**217.08** REP Operators will be eligible for uniform allowance except that the term of issue will be adjusted based on the number of hours worked (REP Operators who work a minimum of 1000 hours in each year will receive a uniform issue every three years; REP Operators who work a minimum of 800 hours will receive a uniform issue every four years; 100 REP Operators who work less than 800 hours will receive a uniform issue every five years).

**217.09** REP Operators, including full time Operators who wish to transfer to this classification under 217.07, are eligible to receive the following benefits:

- all statutory benefits including vacation pay as determined by the Employment Standards Act
- any or all of the following employment benefits only subject to appropriate premiums paid by the employee by way of preapproved payment :

Premium Cost to REP Employee

Dental Care Plan (122.08)	50%
Vision Care Plan (122.09)	50%
Extended Health Care (122.02)	50%
\$50,000 Life Insurance (122.01)	100%

REP Operators not paying in advance will have their benefits coverage discontinued

REP Operators only to choose between the current REP benefits program with premium split and conditions as per section 217.09 of the Collective Agreement, or the Post-Retirement Health Care Program per section 122.11 of the Collective Agreement. Employee election of option is one time only.

**Wind Down Personnel (WDP)**

**217.10** Effective on November 30, 2016 there is a separate classification of Operators called Wind Down Personnel (WDP Operators).

**217.11** Full-time Operators, who elect to take retirement, may apply to become WDP Operators. Full-time Operators with at least 10 years of service with the Commission and are, at minimum 55 years of age or eligible for early retirement under the OMERS pension plan, may transfer to the WDP Operator classification for a period of up to five (5) years from the date of his/her retirement. Once a full-time Operator has taken retirement, and transferred to the WDP classification, he/she may not revert back to a full-time Operator.

**217.11.01** When a Fleet & Facilities employee transfers to the Operator classification, he/she must successfully complete the trial period of 6-months as an Operator, per Section 103.01, prior to posting for a WDP position vacancy.

**217.12** The complement of WDP Operators and current REP Operators, combined, will not exceed 10% of the full-time Operator equivalent complement. If the REP/WDP (combined) complement drops below 10% of the full-time Operator equivalent complement, WDP Operators will be given first opportunity (in order of program entry date) to extend their employment as a WDP Operator for a period of one year or longer, should the REP/WDP (combined) complement remain below 10%. WDP Operators who work less than 300 hours in two full rolling years will be removed from the program.

**217.13** WDP Operators will not be eligible for any time or pay guarantees covering full time Operators. WDP Operators will be paid for all time during which they are required by the Commission to perform their duties. WDP Operators will not be used more than 56 hours in a two-week work cycle (work cycle is not synonymous with pay period) except in cases of emergencies. The WDP Operators will be in the alternate week/overlapping the REP employees until groups are split 50/50, with one week overlapping.

**217.14** WDP Operators will be paid at regular basic hourly rate as per Schedule "A". WDP Operators shall receive one and one half times their regular basic rate (basic rate plus 1/2 time premium) for work exceeding 8 hours on a daily basis. WDP Operators will be paid for hours worked in excess of spreads (10 hour spread) and (12 hour spread). WDP Operators working on a Statutory Holiday will be paid at 2-1/2 times their basic hourly rate for all hours worked on the statutory holiday (i.e. WDP's receive full statutory holiday pay per the ESA and pay at 1.5 times their basic hourly rate for all hours worked on the statutory holiday). No other premiums or allowances will be applicable to WDP Operators.

**217.15** WDP Operators will not accrue any further seniority beyond the date of transfer to the WDP Operator classification. WDP Operators service seniority will be recognized within the WDP classification.

**217.16** All individuals selecting the WDP classification on retirement would not be subject to future lay off providing the allowable maximum number of WDP personnel as per the contract is not exceeded.

**217.17** WDP Operators will be eligible for uniform allowance except that the term of issue will be adjusted based on the number of hours worked (WDP Operators who work a minimum of 1000 hours in each year will receive a uniform at the three mark.

**217.19** WDP Operators are eligible to receive the following benefits:

- all statutory benefits including vacation pay as determined by the Employment Standards Act
- WDP Operators may elect, on a one time only basis, to choose between the Premium Co-Pay (referred to as the REP benefits) with premium split or the Post-Retirement Health Care Program per section 122.11 of the Collective Agreement.
- All other work rules and references in the Collective Agreement, including Enclosure 1 with respect to the REP program will apply to the WDP unless explicitly outlined in the memorandum of agreement.

**217.20** Employees not able to enter into the program based on the above limits may apply to the wait list, set out as follows.

- Effective November 30, 2016, employees on the REP wait list will be transferred to the WDP program wait list.
- A WDP wait list will be established as of date November 30, 2016 for only those Operators who retire from full-time Operator classification and indicate an interest in transferring to the WDP program when an opening occurs. Operators on the WDP wait list will have their service seniority frozen, for the purposes of application for future positions within WDP program entitlement only, based on their date of retirement.
- When a vacancy occurs in the WDP Operator group, the following is the process that will be followed:
- A notice will be posted, no more than 1 month prior to the opening occurring, for 21 days “to fill the vacancy” in conjunction with section 137.01 of the Collective Agreement;
- Applications can come from two sources: the Operator classification and the retired Operators on the WDP Operator waiting list;
- A copy of the notice will be mailed directly to any Operators on the WDP waiting list. The practice is also to mail a copy of the posting to any Operator who has been off work for a minimum of 60 days who could apply for the posting based on section 217.11 of the Collective Agreement

- The Operator with the greatest service seniority, either a full-time Operator or an Operator on the WDP waiting list, applying for the position will be awarded the position and a notice will be posted accordingly. A copy of the notice will also be mailed to any Operators on the WDP waiting list who applied for the position. If the selected Operator is a full-time Operator, the Operator will be given a 4 month window within which to transfer to the position exclusive of any CPP mandatory waiting period. If the selected Operator is a retiree, that Operator must meet all posting requirements, in particular relating to current and valid licensing and will be given one month to transfer to the position.
- Example
  - o A notice is posted on December 1 indicating that an opening is available January 1
  - o The senior Operator, a full-time Operator, applying is advised on December 23
  - o Noting that the Operator can transfer to the position anytime between January 1 and May 1
  - o In this case the Operator is over 60 and will be eligible to collect CPP as of May 1. Therefore she/he is able to work as a WDP Operator beginning June 1.

## **SECTION 218 - SCHEDULING/PLANNING COMMITTEE**

**218.01** A Scheduling/Planning Committee will be established for the purpose of identifying and reviewing issues associated with work assignments including relief points, conditions, schedules, service levels, routing, noting such reviews are to consider the impact on maintaining and building quality customer service in addition to improving working conditions.

**218.02** The scheduling and planning of service is the responsibility of the Commission and the Committee is not intended as a vehicle to negotiate such activity. The Committee’s overriding purpose is one of providing input to such activities. The rights of management in this regard are set out in the Managerial Rights provisions and are not intended for negotiation. In addition, the existence of the Committee does not preclude the Commission from proceeding with planning changes or

schedule changes, except where the latter impacts specific provisions of the Collective Agreement.

**218.03** Subject to the above, the Committee is to:

- identify the issues associated with work assignments/conditions;
- develop a list of options with a view to improving work assignments/conditions and to recommend options for consideration; and
- review route/service change information for the purpose of discussing and providing input, and recommendations on changes. With respect to route/service changes, the Commission endeavours to provide the Committee with such changes, prior to implementation of same and/or presentation to the Commission for approval. Notwithstanding the existence of the Committee, other sources of input on route/service changes may continue to be utilized, as considered appropriate, by the Commission, noting same may involve Operators, Inspectors, the public, and customers.

**218.04** Input and/or recommendations impacting provisions of the Collective Agreement must be, for the most part, consistent with approved service levels, service design and be cost neutral in nature. Such recommendations are to be forwarded to the Union/Management Committee for approval. The report setting out the recommendations must address the impact the recommendations have on the impacted provisions of the Collective Agreement. If such recommendations are approved by the Union/Management Committee, they will be taken to the General Membership, by the Union for discussion and ratification. Union/Management will receive other input and recommendations for consideration.

**218.05** Input and/or recommendations not impacting provisions of the Collective Agreement must be, for the most part, consistent with approved service levels, service design and be cost neutral in nature. Such recommendations will be forwarded to management for consideration. Management will receive other input and recommendations and will deal with same in a manner management, in its sole discretion, considers appropriate. The Committee may be forwarded such input and/or recommendations to the Union/Management Committee for information purposes only.

**218.06** Input and/or recommendations regarding the establishment of a “trial and/or test programs” that impact specific provisions of the Collective Agreement, once approved by the Union/Management Committee, will be taken, by the Union, to the General Membership for discussion and decision on whether or not to proceed with the test or trial program. In taking the recommendations to the General Membership, it is understood that such requirement only applies if the trial or test programs impact the provisions of the Collective Agreement.

**218.07** The Committee will include a maximum of four Union representatives from the Operator group. In addition, a non-voting Union member will be included on the Committee. The non-voting Union member will be trained by the Commission on the “scheduling package” and will have access to same from time to time subject to the conditions set by the Commission. The selected Union member will be paid by the Commission for such training. The Union will be responsible for the payment of all lost time of the employee while serving as a member of Committee. The Commission recognizes that the nonvoting Union member so trained could be changed every five years.

**218.08 Trapeze Training** The employer agrees to provide training to a maximum of once every three years. Should the employee so trained become no longer a bargaining unit employee, the employer will provide training for a replacement even if within the three year window. The employer will use reasonable efforts to make available access to the Trapeze program to the employee so trained, upon reasonable advanced notification by the Union.

**PART III**

**PROVISIONS APPLICABLE TO ALL FLEET & FACILITIES PERSONNEL**

**SECTION 301 - EMERGENCY WORK AND CALL OUTS**

301.01 All hourly paid Fleet & Facilities Employees, shall receive one and one-half times their regular basic rates for all emergency work or call outs, noting same is subject to a minimum payment of four hours. The actual hours worked are to be used in determining any applicable spread times.

**SECTION 302 – REST/LUNCH PERIODS**

302.01 Rest periods and lunch schedules are posted from time to time, yet are set as general guidelines recognizing the need for flexibility in order to maintain appropriate coverage.

302.02 All shifts in Fleet & Facilities, will provide for two 10-minute paid breaks and a 20-minute paid lunch break.

**SECTION 303 - SHIFT COMMENCEMENT**

303.01 All Fleet & Facilities Employees must be in the Garage ready to commence work at commencement of shift period.

**SECTION 304 - WASH UP**

304.01 All Fleet & Facilities Employees are allowed five minutes wash-up time before lunch and shift termination.

**SECTION 305 - PREMIUM RATES FOR FLEET & FACILITIES EMPLOYEES**

305.01.01 Fleet & Facilities employees on night shifts commencing 8:00 p.m. shall be paid a night shift premium of \$1.00 per hour in addition to their regular basic rates for first eight hours worked on these shifts on all days in the week including Sundays and Statutory holidays

305.01.02 It is expressly understood that premium rates for Statutory holidays and overtime rates shall be calculated on the basis of the regular basic rates, exclusive or without regard for the night shift premium.

305.02.01 Relief Supervisor when in charge of any shift will be paid a premium of \$1.00 per hour over and above his/her basic rate plus the Night Shift Premium where Night Premium is applicable.

305.02.02 It is expressly understood that overtime rates shall be calculated on the basis of time and one-half of the regular basic rates, exclusive or without regard for the Night Shift Premium and premium for Relief Supervisors.

305.03 Fleet & Facilities Leadhands as designated by the Garage Manager will receive a premium of \$.50 per hour when performing lead hand duties (except as noted in 308.03).

**SECTION 306 - FLEET & FACILITIES REPORTING**

**306.01 SICKNESS**

306.01.01 All Fleet & Facilities employees unable to report for work due to sickness shall give the maximum advance notice to the Director of Fleet and Facility , Fleet and Facility Manager, or the Relief Supervisor in charge.

306.01.02 When a Fleet & Facilities employee, is ready to return to work following a period of sickness, he/she must inform only the personnel stipulated in Section 306.01.01 by the times listed below and must produce a Doctor's certificate establishing his/her fitness, or his/her illness, if requested to do so, before he/she may return to duty.

<b>Shift Commencement Time</b>	<b>Deadline Time To Report</b>
6:00 AM	previous midnight
7:00 AM	previous midnight
3:00 PM	10:00 AM
9:00 PM	11:00 AM
11:00 PM	3:00 PM

The above times represent current shift commencement times and are provided for information purposes only. Should the Commission establish other starting and reporting times, such times will be included in the Collective Agreement.



**306.01.03** Fleet and Facility employees who indicate they are ready to return to work, but fail to report by the deadline times stipulated in Section 306.01.02 will be subject to the orders of the Director of Fleet & Facilities, Fleet & Facilities Management, or the Relief Supervisor in charge.

### **SECTION 307 - ALLOCATION OF OVERTIME HOURS**

**307.01** The Union recognizes that it is the exclusive function of Management to operate the transportation system in all respects in as efficient a manner as possible and that it is a necessary function of Management to allot overtime in the most efficient manner.

**307.02** Subject to the foregoing necessary requirement, the Union and the Commission agree that the requesting/allocation of overtime will be based on the following:

- Fleet and Facilities department seniority, within the respective classification, by shift. For the purposes of requesting overtime, there will be three shifts, the day shift defined as those shifts starting between 5 AM and 11:59 am each day, and afternoon shift, defined as those shifts starting between 12 pm and 7:59 pm, or night shift, those shifts starting between 8 pm and 4:49 am each day. The full-time Mobile Mechanic shifts as currently scheduled will be considered to be day shifts. Stores employees will qualify for overtime on their off days only and when there is available overtime opportunities in the area of Full Interior Bus Cleaning;
- Before requesting overtime from the alternate shift, for a specific classification, those qualified on the shift, not in the specific classification, will be asked first;
- Overtime required to complete specific duties at the end of a regular shift will not be subject to the allocation of overtime, noting for the most part such overtime does not exceed two hours in duration per occurrence;
- Management will provide as much notice as is reasonably possible as to when overtime will be requested;
- Employees on vacation, floater holidays or absent due to illness, injury, book off, or other such reasons will not be asked to work overtime if the overtime occurs during the period of non-atten-

dance. If an employee is not at work for the aforementioned reasons but is scheduled to return when the overtime is scheduled to be worked, management will endeavour, one time only, to contact the employee in the prescribed manner;

- Employees, when contacted will advise of their choice to work overtime or not. If it is necessary to make phone calls the Manager or designate will note when the call was made and the time. If there is no direct answer, the obligation will be considered satisfied. Employees are responsible to make their current phone number available to management for the purpose of overtime; and
- All overtime that has been awarded under this process will be posted.

### **SECTION 308 - APPOINTMENTS AND SPECIAL DUTIES**

**308.01** Permanent vacancies in bench positions and related tasks will be filled by hoist mechanics based on classification seniority. All such appointments will be made by the Director of Fleet & Facilities. Such appointments are subject to posting. Related tasks include, but are not limited to, such work as AVLIC, bus tender specifications, air conditioning, etc.

**308.02** Special duties (temporary assignments) are those duties that are, for the most part, short term in nature resulting from an immediate requirement occurring as a result of absenteeism, temporary staff shortages, workload issues, other than those relating to appointments. All special duties will be filled in accordance with 137.04 unless a rehabilitation or alternative work program is implemented. In the event of such appointments, the period spent by employees in the temporary position will be treated in the same manner as employees in a trial period, reference section 136.01. All such appointments to special duties will be made by the Director of Fleet & Facilities.

**308.03** Night Shift General Service Leadhands at Highbury hours of work are as follows; 8:30 pm to 6:30 am (when scheduled to be Leadhand), opportunities are offered to Night Shift General Service by seniority, noting he/she must that have 6 months experience in General Service to apply (in the event that no employee with 6 months signs/ accepts, position goes to the most junior qualified, i.e. EE with 6 months). By mutual agreement of the employer and Union on a case by case

basis, candidates with less than 6 months experience will be considered qualified. The Leadhand premium will be \$1 per/hr Night Shift General Service Leadhands at Wonderland will be paid the premium rate of \$1.00 per hour, in place of the Leadhand premium for Fridays, from 11pm to 5am, provided no Manager/Relief is assigned).

### **SECTION 309 - APPRENTICES**

**309.01** Registered Apprentices will receive eight hours at straight time for any statutory holiday occurring while the Apprentice is attending school in connection with his/her apprenticeship providing he/she meets all other statutory holiday qualifications for payment. Effective December 15, 2009 Apprentices will have the option of eight hours pay at straight time or a lieu day taken after his/her school season has ended.

**309.02** Registered Apprentices will be paid at rate set out in Schedule "A" forming part of this Contract (without premium of any kind) for any lost time required to write the examination for Certificate of Qualification (final exam) provided the Apprentice successfully passes the examination and reports for work following completion of the examination should the examination be completed prior to the end of his/her normal working shift.

### **SECTION 310 - TOOLS**

**310.01** Tools are issued free upon express authority of the Director of Fleet & Facilities and must be signed for by employee.

**310.02** All tools so issued remain the property of the Commission and are subject to check.

**310.03** Any tools lost must be immediately reported to the Director of Fleet & Facilities and will be replaced at employee's expense, reasonable depreciation being allowed.

**310.04** Commission tools must not be taken off property except on Commission work.

### **SECTION 311 - CLOTHING**

**311.01.01** Shirts, work pants and coveralls or shop coats shall be issued once a year to all Fleet & Facilities employees. Subsequent issues will be in July of each year. In special circumstances, as approved by the Commission, additional clothing may be issued.

The issue to such employees will consist of:

- three shirts
- three pair of work pants
- two pair of coveralls or two shop coats or one shop coat and one pair of coveralls

This clothing issue may be rearranged so as to provide for a different mix of the items listed provided same does not result in an increased cost. The change in mix would be arranged between the employee, the Director of Fleet & Facilities and the Purchasing Department.

**311.01.02** The Commission shall provide for the cleaning, repair and replacement of garage clothing as per Commission issue. The repair and replacement of clothing applies to current issue only.

**311.01.03** The initial issue for new Fleet and Facility employees will be on a pro rata basis based on full calendar months and within sixty days after employment commences.

**311.01.04** All employees are permitted to select approved uniform/clothing items to a value in excess of their approved uniform/clothing allowance up to a maximum of \$40 upon ordering. The excess order will be paid by the employee through the direct payroll deduction.

**311.02** Fleet & Facilities employees on outside work will, in addition to the above basic issue, be issued one raincoat and one rain hat and gloves where needed which shall be signed for by employee.

**311.03.01** A safety shoe allowance will be paid via the payroll system, based on the deemed purchase of same, recognizing the safety shoe is a required part of the uniform/clothing issue and is to be treated as such.

The maximum safety shoe allowance is \$125.00 per year, with such payment being made on the last full pay period in July of each year for the following twelve-month period (July to June). Effective in 2017, the shoe allowance will increase to \$175.00 per year.

In lieu of the \$125.00, all Building Maintenance Employees (General Maintenance third class) and all General Service are entitled to an allowance of \$150.00 every three years for insulated footwear.

The selected safety shoe must be CSA approved, with the minimum standard safety shoe being the CSA approved yellow sticker shoe.

New employees starting after July 1 will receive the allowance on a pro rata basis, based on full calendar months, i.e. \$10.42 per month. Effective January 1 2017 that the amount will increase to \$14.58

Employees who transfer to the Garage will be eligible for the safety shoe allowance upon completion of the probationary period. The allowance will be prorated to the effective start date of the transfer.

Employees leaving the service of the Commission through circumstances including but not limited to retirement and termination will receive the safety shoe allowance on a pro rata basis, based on full calendar months to be worked during the year multiplied by \$10.42 per month.

**311.04.** Each Fleet & Facilities employee is entitled to receive one pair of rubber galoshes each year. Employees will make this request at the time of their clothing issue.

**311.05.01** The Commission shall provide an adequate number of suitable winter parkas for use by Fleet and Facility personnel when their duties require them to work outside. Parkas will be kept in a place accessible to personnel.

**311.05.02** Mechanics on the afternoon and night shifts, and all General Service and Mechanic's Helpers, will have the following additional option respecting the issue of shop coat and overalls per Section 311.01.01:

- 1 vest and 1 insulated coverall or 1 vest and 1 shop coat.

Effective the first clothing issue following ratification, Mechanics on the afternoon and night shifts, and all General Service and Mechanic's Helpers, will have the following additional option respecting the issue of shop coat and overalls per Section 311.01.01:

- 1 LTC Fur Hat and 2 pairs of Insulated Gloves and
- 1 vest and 1 insulated coverall or 1 vest and 1 shop coat.

**311.06** All of the above items of clothing shall remain the property of the Commission and an employee may be required to account at any time for items issued to him/her.

**311.07** The following will comprise the clothing issue for the regular mobile mechanics:

- 1 light weight jacket every 2 years
- LTC Inspector parka or winter bomber jacket every 2 years

In addition, the regular mobile mechanic is to receive up to a maximum of \$402.80 upon submission of receipts (subject to annual pricing) at the beginning of the first year in the position at the start of the third year in the position and at the start of every second year in the position thereafter to purchase outdoor winter clothing. The winter clothing will consist of the following:

- snow pants every 2 years
- LTC fur hat or toque every year
- 2 pair of insulated gloves every year
- 1 pair of winter insulated safety boots - CSA green sticker every 2 years
- 6 pieces of long underwear every year
- rain gear, top and bottom every 2 years

This clothing issue may be rearranged so as to provide for a different mix of the items listed provided same does not result in an increased cost. The change in mix would be arranged between the employee, the Director of Fleet & Facilities and the Purchasing Department.

Where the mobile mechanic is only in the position for one year, the parka and jacket must be returned to Stores or exercise the option to purchase either of these items on a pro-rated basis.

Relief mobile mechanics will be issued from Stores, a parka, snow pants, rain gear, light weight jacket and 2 pieces of long underwear. The issue will be dependent upon the relief schedule and how it relates to the regular mobile mechanic. The relief mobile mechanic will sign out the issue (parka, snow pants, rain gear and light weight jacket only) and will be responsible for the return of same.

**311.08** Effective the first clothing issue following ratification Building Maintenance Employees (General Maintenance third class) are to receive

the following option every three years in addition to the regular issue:

- one pair insulated coveralls
- two pair of gloves
- one toque

**SECTION 312 - UNION/MANAGEMENT COMMITTEE  
ON STARTING AND REPORTING TIMES**

**312.01** A Union/Management Committee will be established for the purpose of reviewing, discussing and providing input on matters relating to the establishment of other shift starting times, reporting times, changes in the allocation of resources and how the changes are to be implemented. In carrying out its purposes, the Committee will consider the impact on and the accommodation of vacation, floater and weekend sign-ups. This section applies to Fleet and Facilities operations.

**312.02** Should the Commission establish other shift starting times or reporting times or reallocate resources, such changes are intended to provide for the standardization of shifts, the effective utilization of manpower and vehicles, and weekend work requirements. The rights of management in this regard are set out in the Managerial Rights provision and are not intended for negotiations.

**312.03** If ten-hour shifts are considered (for example, inside bus wash) the establishment of ten hour shifts will be subject to negotiation, exclusive of starting times and resource allocation.

**312.04** A maximum of four Union members will serve on the Committee and will be paid all lost time wages associated with serving on the Committee.

IN WITNESS WHEREOF and accepting all terms and conditions including those contained in the enclosures herein, the Parties hereto have set their hand by their authorized representatives.

**THE LONDON TRANSIT COMMISSION**

K. S. Paleczny General Manager	J. Galloway Director of Human Resources	M. Gregor Director of Finance
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J. D. Ford Director of Transportation & Planning	C. Morneau Director of Fleet & Facilities
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J. Hall  
Manager of Human Resources

**LOCAL 741 OF THE AMALGAMATED TRANSIT UNION**

B. Tansy President	I. Davies Vice President	M. Gillingwater Financial Secretary
M. Black Operations Representative	M. Gauthier Operations Representative	P. Nugent Maintenance Representative

**Schedule "A" - Classification of Jobs and Hourly Rates**

	<b>Nov 2015 1.00%</b>	<b>Apri 2016 2.00%</b>	<b>April 2017 2.00%</b>	<b>April 2018 2.00%</b>
Dispatcher	28.12	28.68	29.25	29.84
Inspector	28.12	28.68	29.25	29.84
Ticket Clerk	27.89	28.45	29.02	29.60
Operator				
1-9 months (87%)	24.01	24.49	24.98	25.48
10-18 months (90%)	24.84	25.33	25.84	26.36
19-27 months (93%)	25.67	26.18	26.70	27.24
28-36 months (96%)	26.49	27.02	27.56	28.11
after 36 months	27.60	28.15	28.71	29.29
REP /WDP Operator	27.60	28.15	28.71	29.29
Mechanic	32.06	32.70	33.35	34.02
Mechanic helper	27.31	27.86	28.42	28.99
Apprentice Mechanic				
first year	27.19	27.74	28.29	28.86
after one year	28.10	28.67	29.24	29.82
after two years	29.01	29.59	30.18	30.79
after three years	29.94	30.53	31.14	31.77
Lathe Operator & Brake Grinder	32.06	32.70	33.35	34.02
Carpenter	32.06	32.70	33.35	34.02
Bodyman	32.06	32.70	33.35	34.02
Sheet Metal with D certificate				
first 6 months	26.51	27.04	27.58	28.13
thereafter	27.19	27.74	28.29	28.86
Painter Certified	32.06	32.70	33.35	34.02
Painter not Certified	27.19	27.74	28.29	28.86
Building Maintenance	32.06	32.70	33.35	34.02
Chief Storekeeper	28.03	28.59	29.16	29.74
Garage Clerk	27.60	28.15	28.71	29.29

General Service

1-9 months (87%)	23.66	24.13	24.62	25.11
10-18 months (90%)	24.48	24.97	25.46	25.97
19-27 months (93%)	25.29	25.80	26.31	26.84
28-36 months (96%)	26.11	26.63	27.16	27.71
after 36 months	27.19	27.74	28.29	28.86
Chief Engineer	33.50	34.17	34.85	35.55
Chief Bodyman	33.50	34.17	34.85	35.55
General Service Storekeeper	27.19	27.74	28.29	28.86
General Service Steam Cleaner	27.19	27.74	28.29	28.86
General Service Tire Shop	27.19	27.74	28.29	28.86
General Service Shop Custodian	27.19	27.74	28.29	28.86
General Service Bus Dispatcher	27.19	27.74	28.29	28.86
Trucker, Cleaner, Sweeper, Washer	25.97	26.49	27.02	27.56

\* The trainee rate for Operators is 75% of job rate.

\*\* General Service performing Farebox will receive a \$.25 per hour premium when doing Farebox function.

Note: A rate higher than the established starting rate for new hires in specific cases may be paid by mutual agreement of the employer and the Union. The rate paid at hiring does not affect the employee's probationary period.

## Enclosure 1

### Overtime and Work Assignment Procedures- Transportation and Planning Department Employees

- Section 1 Procedures governing all employees
- Section 2 a. Procedures governing overtime Operators
- Section 2 b. Procedures governing assignment of work- Spareboard and REP/WDP Operators
- Section 3 Procedures governing overtime and work assignment full-time and relief Dispatchers
- Section 4 Procedures governing overtime and work assignment full-time and relief Inspectors
- Section 5 Procedures governing overtime and work assignment full-time and relief Ticket Clerks

#### Section 1 Procedures Governing all Employees in Transportation and Planning

Note- the following restrictions will be complied with except in “Exceptional Circumstances” as defined in section 19 of Part VII of the ESA.

**a) 60 Hour Work Week** plus 400 hours annual /employee cap

Subject to the Ministry of Labour Employment Standards Directorate reissuing the appropriate permit and the provisions of Part VII of the Employment Standards Act (ESA), employees may work up to, but not beyond, a total of 30 hours per week on a Sunday (3:00 AM) to Saturday (2:59:59 AM Sunday) basis and 400 annual employee cap.

An application consistent with the above will be completed and signed off by a representative from each of the parties to this agreement and submitted in accordance with ESA.

**b) 24 Hour Period of Rest**

Section 18 (4) of the ESA provides for weekly or biweekly free time requirements. This provision will be administered by ensuring

that employees have twenty four hours free time in a work week defined as Sunday to Saturday per the above. For employees in the Operator, Dispatcher, Inspector and Ticket Clerk classifications, this twenty four hour period of rest is defined as a calendar day during the seven day period when the employee does not begin a work assignment. Employees must still have a minimum twenty four hours rest per seven day period.

#### Examples

1. Employee scheduled to work Monday to Friday with Sunday and Saturday as scheduled days off. The employee works overtime on Saturday. Meets the clarification because the employee did not begin a work assignment on Sunday.
2. Employee scheduled to work Sunday to Thursday with Friday and Saturday as scheduled days off. Employee finishes Thursday work at 1:00 am on Friday morning. Employee works Saturday morning beginning at 5:00 am. Meets the clarification as the employee did not begin a work assignment on Friday and has 24 hours rest between work assignments.
3. Employee scheduled to work Sunday to Thursday with Friday and Saturday as scheduled days off. Employees work on Sunday finishes at 4:00 pm and Monday’s work begins at 5:00 pm. Although there is more than 24 hours off between shifts, the employee started work assignments on both days so there is no calendar day of rest. The employee can begin a work assignment on Friday or Saturday but not both.
4. Employee scheduled to work Sunday to Thursday with Friday and Saturday as scheduled days off. The employee can work night work on Saturday finishing after 12:00 midnight as there would be 24 hours of rest on Friday between end of Thursday work and beginning of Saturday work. The employee can work a night run beginning on Friday and finishing after midnight providing that there is a 24 hour period of rest between the finish time of the night run and 2:59 AM Sunday (which is still treated as the Saturday).

**c) Maximum Daily work Hours**

Employees may work a maximum of 13 hours within the work day, noting a work day commences with the first piece of work on the day.

**d) Definition of “Work” for Purposes of “Rest Periods” (Hours free from work)**

“Work” has been defined over time in different forums for different purposes and it is not the intention therefore to develop a universal definition, but rather one which provides direction solely in applying Part VII of the ESA and associated regulations.

For the purposes of implementing Part VII of the ESA and associated regulations and their application to the overtime and work assignment procedures, work will include all paid time, which includes standby, report and travel time and guarantee make up or minimum hours paid on call out but excludes spread time, whether or not such time is actually worked. For reporting purposes, work will be recorded in terms of hours irrespective of whether the hours attracted a premium.

*Examples: - Definition of Work for Purposes of Determining Rest Periods and Eligibility for Overtime*

	Considered work time	Part of 24 Hr Rest/Week	Part of 60 Hr Work Cap/ Week
Single day vacation	No	Yes	No
Floater holiday	No	Yes	No
Bereavement – replacing day of work	Yes	No	Yes
Court/Jury Duty- replacing day of work	Yes	No	Yes
Statutory Holiday – Working	Yes	No	Yes
Statutory Holiday – Not Working	No	Yes	No
Unscheduled Absence	Yes	No	Yes
Unpaid Sickness/Non-Job related Injury	No	Yes	No
Paid Sickness JRI /Non-Job related Injury	Yes	No	Yes
Book off – Union Case 1	Yes	No	Yes
Book off- Union Case 2	No	Yes	No

Book off- Personal Case 1	Yes	No	Yes
Book off- Personal Case 2	No	Yes	No
Committee and task force Outside of Regular Hours of Work	No	Yes	No
H&S Committee Member In That Capacity (see below)	Yes	No	Yes

BOP’s and BOU’s

Case 1- request received after Wednesday of the week preceding the date(s) requested

Case 2- request received on or before the Wednesday of the week preceding the date(s) requested and must be for full days

**e) H&S Representatives**

The scheduling of H&S worker representatives is typically done by the Union co-chairperson and timing of same is subject to the specific H&S issues. In many cases, the employer will not have advanced notification and it may be necessary to schedule the H&S representative without complying with the ESA and regulations. This will especially be true when the worker rep is responding to an emergent issue such as a work refusal or critical injury. In other cases, the employer may have sufficient advanced notification that options can be explored between the Manager and the worker representative. Among these will be the option of changing the worker representative’s work either on the shift before or the shift after the H&S assignment. The reasonable options to change work are acknowledged to be greater in the Operator classification where we have Spareboard, than they will be in classifications with fewer incumbents. The employer will endeavour to advise the Union in advance when there is sufficient advanced notice of the assignment and the scheduling of a H&S representative will result in non-compliance with the ESA and regulations, and no reasonable option is available to change the representative’s work before or after the assignment. The Union representative may then request a further meeting with the worker representative (as necessary, by phone) and management.

f)

(i) **Daily Rest**

All employees will be provided with a period of at least 11 consecutive hours free from performing work in each day in accordance with section 18.1 of the ESA, or eight consecutive hours for Operators (ref regulation 390/05). For the purposes of this provision, a day is a 24 hour period starting with the commencement of the first piece of work. In order to clarify the application of the act and regulation to employees who are in relief positions, the following will apply:

- A minimum of 8 hours off between an Operator assignment (signed or overtime) and an assigned relief assignment;
- A minimum of 11 hours off between an assigned relief assignment and an Operator assignment
- A minimum of 11 hours off between consecutive relief assignments;
- A minimum of 11 hours off between an Operator assignment and an overtime relief assignment

Employees will not be permitted to sign work which violates the foregoing except in the following two situations:

1. An employee may sign his or her work for the period of the sign-up even where the length of time between the last piece of work in the current sign-up provides less than the required rest period before the commencement of the work signed in the new sign-up period. In this case, the employer will move the employee's work to achieve the required rest period, either in the last day of the current sign-up or the first day of the prospective sign-up.
2. (Note- the following applies to all classifications in Transportation and Planning). With respect to signing for statutory holidays ("Stats") only, employees may sign work with less than the required rest period between the work signed on the Stat and the work preceding or following the Stat, provided there is a minimum 6 hours between work. Where the signing of the Stat provides less than 8 hours of rest a premium of

1/2 time rate will be paid for the hours less than 8 hours rest. For example, if an employee signs a Stat assignment which provides 7 hours between work assignments, he or she will be paid 1 hour at premium time of 1/2 time, and this calculation will be the same i.e., 1 hour at 1/2 time rate, regardless of the classification, and applies equally to those with 8 hour and 11 hour rest requirement. The Parties agree that that this option provides a greater benefit than the requirements of the ESA. This option does not apply to any other situation.

(ii) **Early Start Day Operations on Monday Forced to Sign Sunday Night Run**

Employees who choose to sign early start day work for Mondays but are forced, by their seniority, to sign Sunday night work will be provided with a minimum of 11 hours between the two days of work (for Operators, this will be eight hours). These employees will be accommodated by one of the following options:

- i) Monday work changed to later starting work (for Operators, open Spareboard work).
- ii) If this is not possible, then Sunday work may be changed to earlier finishing work (for Operators, open Spareboard work).

Special Note- In cases when an employee's shift has to be adjusted so as to meet ESA restriction for minimum time off between shifts, the revised shift that day is to resolve the issue and not create another ESA problem for subsequent or previous day.

Example

- Dispatcher works 4:00 PM to 12:30 AM on statutory holiday. Scheduled to begin work at 4:30 AM the next two days.
- The incorrect resolution would be to assign the Dispatcher to work 11:30 AM to 7:30 PM on the day after the statutory holiday leaving only nine hours between that day's work and the next day's work. This would result in the Dispatcher shift to be changed again on the next day so that the Dispatcher did not begin work before 6:30 AM.



- Proper procedure is to assign the Dispatcher to work from 11:30 AM to 5:30 PM and pay the Dispatcher two hours guarantee makeup. This then allows 11 hours between that day's work and the next day's work and also ensures that the Dispatcher is paid eight hours for the day.

**(iii) Early Start Day Employees Who are Forced to Sign Statutory Holiday Night Work**

Employees who choose to sign early start day work and are forced, by their seniority, to sign Statutory Holiday night work on the preceding day, will be provided a minimum of 11 hours (for Operators, eight hours) between the two days of work. These employees will be accommodated by one of the following options:

- Work on day after statutory holiday changed to later starting work (for Operators, open Spareboard work).
- If this is not possible, then Statutory Holiday work may be changed to earlier finishing work (for Operators, open Spareboard work).

The special note above applies to this scenario as well.

**(iv) Employees Signing Night Work on New Year's Eve and Day Work on New Year's Day**

Employees who are forced, by their seniority, to sign night work on New Year's Eve and are forced by their seniority to sign day work for New Year's Day, will be provided a minimum of 11 hours (for Operators, 8 hours) between the 2 days of work. These employees will be accommodated by one of the following options:

- Work on New Year's Eve changed to earlier finishing work (for Operators, open Spareboard work).
- If this is not possible, then New Year's Day Statutory Holiday work may be changed to later starting work (for Operators, open Spareboard work).

The special note above applies to this scenario as well.

**g) Working Conditions for Operators**

Whereas Regulation 390/05 under the ESA concerning Terms and Conditions for Employment in Public Transit Services provides

for the Parties to agree to certain specific terms and conditions for those who operate public transit vehicles, and;

Whereas the Parties are desirous of continuing with the past practice concerning the working conditions for Operators,

Therefore, the Parties agree to the following terms concerning Operators:

- As provided for under section 4 of the Regulation, the Parties agree that subsection 2 shall apply i.e., the employer shall give an employee a period of at least 8 hours free from performing work in each day;
- As provided for under section 5, subsection 20 of the ESA regarding meal breaks does not apply to Operators;
- The employer will provide signed work in accordance with the following guidelines for the period of this agreement, noting that if major funding changes occur, the impact will be considered by the Scheduling Planning Committee and with any resultant changes occurring in accordance with Section 218 of the Collective Agreement:
  - Monday to Saturday Inclusive, all sign-ups- maximum of 35% of runs to be split
  - Sunday and statutory holiday, all sign-ups- maximum of 20% of runs to be split
- In the event that any or all of this agreement is struck down by an external adjudicator, and/or that the employer is compelled to strictly comply with sections 18 and/or section 20 of the ESA, it is understood and agreed that this settlement is immediately null and void and, further, that sections of the Collective Agreement predicated on the current approach to hours of work and breaks, an example of which is contained in section 134.04, will be deemed to be null and void at that time;
- Disagreements between the Parties concerning the administration of the provisions of this agreement will be settled in accordance with the grievance and arbitration provisions of the Collective Agreement;

## **Section 2 a Procedures Governing Overtime Operator Principles and Procedures for Filling Open Operator Assignments**

### **I General Principles for Distribution of Operator Overtime**

1. Overtime scheduled as part of runs is governed by the provisions of Section 114.02.02.
2. The Union recognizes that it is the exclusive function of management to operate the transportation system in all respects in as efficient a manner as possible and that it is a necessary function of management to allot unscheduled overtime in the most efficient manner. Reference to the term “unscheduled” overtime is intended solely for the purpose of distinguishing from overtime that is scheduled as part of runs as set out in Section 114.02.02.
3. Open work assignments are to be filled in a cost efficient manner in the circumstances by assigning in the order of highest value to lowest value to Spare Operators first, REP/WDP Operators next and then offering to Overtime Operators. This may result in filling some shorter overtime assignments by using Operators who are already working their regular work assignment on that day rather than Operators on their day off.
4. At each signup, Operators will indicate whether they are interested in working overtime for the signup. After the signup begins, Operators may change their overtime status, 1 time only, by providing a written request to the Manager of Service Development. Any change of status request received by Wednesday at 12:00 noon will take effect the following week. During the signup period, only those Operators who have a current interest in working overtime are to be offered overtime.
5. A list showing an accumulated total of overtime hours for Operators is to be provided on a regular basis to the Director of Transportation & Planning or designate assigning the overtime and to the Union. Each total is to include all unscheduled overtime hours worked along with all unscheduled overtime hours not worked based on the value of the highest assignment offered and refused by the Operator. Total unscheduled overtime opportunities will

be tracked by hours for the Operator classification on an annual basis. Generally unscheduled overtime will be offered beginning with the qualified Operator with the lowest unscheduled overtime hours. For Operators with equal hours, unscheduled overtime will be offered in order of seniority.

6. Overtime hours not to be included in the total are:
  - i) any scheduled overtime hours worked.
  - ii) any unscheduled overtime hours offered and refused by Operators on their day of work.
  - iii) any overtime hours not offered when the Operator is not scheduled to work due to vacation, floater holiday, sickness, injury, book off or other such reasons.
7. Overtime hours accepted by an Operator but not worked due to failing to report for the overtime will be included in the overtime total.
8. If an Operator is not at work for the aforementioned reasons but is scheduled to return when such overtime is scheduled to be worked, Management will endeavour, one time only, to contact the employee in the prescribed manner.
9. A List showing those Operators choosing to work overtime on their day of work is to be provided on a regular basis to the Director of Transportation & Planning or designate assigning overtime. The list is to indicate the type of scheduled work assignment, days off and estimated completion time of the work assignment for each Operator.
10. In cases where Operators have changed their days off because of switching shifts, it becomes each Operator’s responsibility to advise Dispatch of his/her new days off.
11. When attempting to fill overtime assignments for the next or any day, Operators are not to be contacted at home after 10:00 pm.
12. When attempting to fill overtime assignments for future days, signed night Operators working the previous night past 12:00 midnight, should not be contacted at home prior to 9:00 am.

13. When offering overtime assignment before or after scheduled work assignment there must be assignment, in accordance with the following:

There may be additional work assignments available for Operators to work before or after their scheduled work assignment and the additional work assignment begins or ends at Highbury Garage.

The following are the parameters to be followed by Dispatch when offering the work.

- a) For additional work assignments ending at Highbury Garage, to be offered before scheduled work assignment that starts at a relief point in proximity to Highbury Garage (i.e. Dundas & Highbury, Hale & Brydges, Hamilton & Hale, Highbury & Brydges, Argyle Mall) a minimum of twenty minutes between shifts is required for travel.
- b) For additional work assignments ending at Highbury Garage, to be offered before scheduled work assignment that starts at a relief point not in proximity to Highbury Garage (all other relief points not referenced in #1) a minimum of 35 minutes between shifts is required for travel.
- c) For additional work assignments ending at the same or similar relief point (not garage) as the start point of the original work assignment, a minimum of ten minutes between shifts is required.
- d) For additional work assignments starting at Highbury Garage, to be offered after scheduled work assignment that ends at a relief point in proximity to Highbury Garage (i.e. Dundas & Highbury, Hamilton & Hale, Hale & Brydges, Highbury & Brydges, Argyle Mall) a reasonable amount of time between shifts is required for travel a minimum of twenty minutes between shifts is required for travel.
- e) For additional work assignments starting at Highbury Garage, to be offered after scheduled work assignment that ends at a relief point not in proximity to Highbury Garage (all other relief points not referenced in #3) a minimum of 35 minutes between shifts is required for travel.

- f) For additional work assignments starting at the same or similar relief point (not garage) as the end point of the original work assignment, a minimum of ten minutes between shifts is required.
- g) When all reasonable options are exhausted by Dispatch to fill open work as noted above, and it becomes necessary to offer a work assignment before or after the original work assignment with less than 35 minutes between work assignments, the Operator who accepts same, will not be penalized for being late provided reasonable steps were taken by the Operator to arrive directly to the relief point.

#### **Instructions for Completing Information on Overtime List**

1. When contacting Operators and it is determined that an Operator is not to be offered overtime because that Operator is not available due to vacation, sickness, shift switch or not eligible because of ESA requirements, this information is to be entered in the DATE/TIME ATTEMPT MADE box.
2. For all attempts to contact an Operator, a date and time of attempt is to be entered in the DATE/TIME ATTEMPT MADE box and the Dispatcher making the attempt is to enter initials in DISP. INIT. box
3. If unable to reach the Operator, the NOT AVAIL. MESSAGE box is to be ticked if a message is left on an answering machine or with an individual at the phone number. The NOT AVAIL. is to be ticked if not able to leave any message.
4. If able to reach the Operator and the Operator accepts an overtime assignment, the YES box is to be ticked and the WORK ASSIGN. and WORK VALUE boxes are to be completed with the information on the assignment accepted. For tripper and charter assignments, an estimate is to be entered in the WORK VALUE box.
5. If able to reach the Operator and the Operator does not accept an overtime assignment, the NO box is to be ticked and the WORK ASSIGN. and WORK VALUE boxes are to be completed with the information on the highest valued assignment offered. For tripper

and charter assignments, an estimate is to be entered in the WORK VALUE box.

6. In cases where there is less than 2 hours to fill an assignment and Operators are being called out of order, the LAST MINUTE box is to be ticked and then the balance of the information is to be completed.

## **II Procedures for Filling Open Operator Assignments with Day Off Operators**

1. For every attempt to offer overtime to an Operator on his/her day off, appropriate information is to be completed on the overtime list.
2. Operators on their day off are to be offered overtime assignments in order beginning with the Operator with the lowest accumulated total of overtime hours. (Note- If hours are equal, the Operator with greater seniority will be listed first.) However, if there were, as an example, 5 overtime assignments to be filled, the first 5 Operators to be contacted on the overtime list may be contacted out of order.
3. Operators are to be contacted either at home, on the bus or at the Dispatch window dependent on whether the Operator is working at the time the overtime is to be offered. For the twenty-minute period prior to an Operator beginning to drive (i.e., scheduled start time for the piece of work), Dispatch is not to attempt to contact the Operator at home but must wait until the Operator begins driving. Should there be more than 1 overtime assignment to fill during the twenty-minute window, Dispatch may continue to fill overtime assignments with the next Operators noting that 1 assignment must remain for the Operator on the bus to be offered. For the twenty-minute period after the scheduled finish time of an Operator (which could be during a split), Dispatch is not to attempt to contact the Operator at home but must wait until the twenty minute period is over. Should there be more than 1 overtime assignment to fill during the twenty-minute window, Dispatch may continue to fill overtime assignments with the next Operators noting that 1 assignment must remain for the Operator who has just completed his work to be offered.

4. When Operators are contacted, they are to be told the list of overtime assignments they are eligible to work and may choose their overtime assignment. Operators may choose, for example, 1 tripper from a morning and afternoon pair of trippers. Splitting of a work assignment will be at the discretion of the Dispatcher and not the Operator.
5. In cases where an Operator is being contacted to work overtime on 2 different work days and the Operator is not reached in the first attempt for the first day of work, a minimum of 4 hours must elapse before attempting to contact for the second day of work.
6. In cases where an Operator is being contacted by phone and is not reached personally but an answering machine is activated, a message is to be left on the answering machine advising the Operator that overtime is available for a specific day. Should an Operator respond to the message, the Operator may choose from any remaining overtime assignments he/she is eligible to work. However, there may be cases when the Operator responds where all overtime assignments have already been filled. In these cases, the Operator is eligible for the next overtime opportunity for that specific day (once those employees who have been added to the overtime list as the result of having a sick day treated as a day of rest have been offered first).
7. In cases where there is less than 2 hours to fill an open assignment, Operators may be chosen randomly from the day off overtime list. When the assignment is a relief run, and the Operator being relieved agrees to continue on the run until another Operator can be found, Operators on the overtime list are to continue to be contacted in order until such time as the assignment is filled or there becomes less than 2 hours to fill the balance of the assignment. The calculation of the 2 hours is based on the report time for an assignment that is out of the garage and the start time for an assignment that relieves on the road.
8. In cases where attempts have been made to contact all Operators on the overtime list and overtime assignments remain open, Operators who were not reached on the first attempt are to be contacted again in order from lowest hours to highest hours.

**III - Principles & Procedures for Filling Open Operator Assignments with Day of Work Operators**

1. When an overtime assignment is to be filled by an Operator on his/her day of work, the cost to fill the assignment, including spread premium, is to be considered. As an example, using an Operator who works a straight 8 hour assignment to fill an overtime assignment will, in most cases, be more cost efficient than using an Operator who works a split assignment.
2. For overtime assignments after night runs, using an Operator who has worked an 8 hour night assignment is more cost efficient than using an Operator who has worked a 10 hour night assignment
3. Use the following as a guide to assist in choosing cost efficient group.

Overtime Assignment	Assign to
2 pm to 5 pm	Operators available at 2 pm
5 pm to 7 pm	9 to 5 Operators
7 pm to 9 pm	10 to 6 or 11 to 7 Operators
9 pm to 12 midnight	11 to 7 or 1 to 9 Operators
after midnight	8 hour night runs

4. After deciding to fill an overtime assignment with a day of work Operator who works a specific type of work assignment, offer first to the Operator on scheduled day of work with lowest accumulated overtime hours.
5. In cases where there is less than 2 hours to fill an open 1 to 9 or night run and no Operators on the day off overtime list remain, the following steps are to be followed.
  - i) The work is to be divided into 2 shifts using standard relief locations. Splitting of a work assignment will be at the discretion of the Dispatcher and not the Operator.
  - ii) The Operator being relieved (if on the day of work overtime list) is to be offered the first shift. If the Operator is not on the day of work overtime list but indicates a willingness to work the shift, the Operator is to be allowed to work it. In either case, Operators on the day of work overtime list are to be offered the second shift.

- iii) If the Operator being relieved does not accept the shift, Operators on the day of work overtime list are offered to both shifts.
- iv) If the first shift is filled but no other Operator is found for the second shift, only then is the second shift to be offered to the Operator working the first shift.

**Section 2 b - Procedures Governing Assignment Work –Spareboard REP/WDP Operators**

**I Procedures for Assigning of Spareboard Work**

Situation 1      Prior to Posting

Deadlines for Posting Spareboard Work

All Spareboard work posted at 9:00 am based on the following schedule.

Day of Work	Day Posted
Sunday & Monday	Saturday
Tuesday	Monday
Wednesday	Tuesday
Thursday	Wednesday
Friday	Thursday
Saturday	Friday
Statutory Holiday (Monday)	Saturday
Statutory Holiday (Tuesday to Sunday)	Day Prior to Statutory Holiday
Day After Statutory Holiday	Same day as Statutory
Holiday work posted	
Boxing Day Statutory Holiday	Same day as Christmas Statutory Holiday work posted

**General Description**

The principle is to assign the highest valued work assignments to Spare Operators, the next highest valued work assignments to REP/WDP Operators with the remaining work assigned to Overtime Operators. The following procedures are normally applied.

- Work will normally be pre-booked by Dispatch Supervisor a minimum of 5 days in advance

- The most senior Night Preference Spareboard Operators will be assigned night work with any remaining Night Preference Spareboard Operators, being junior, assigned day work. Night Runs are classified in 3 categories: runs finishing later than 11:30 PM; 3 to 11 runs and 2 to 10 runs. By seniority, reasonable efforts will be taken to assign night runs in the same order until all night runs are filled Senior Night Preference Spareboard Operators not wishing to work 10 hour runs will not be assigned to them. This may result in senior Night Preference Spareboard Operators being assigned earlier finishing night runs than junior Spareboard Operators.
- If shortage of Night Preference Spare Operators and night runs remain as the highest valued work to fill, then earliest finishing night work would normally be assigned to Day Preference Spare Operators. If possible, the night work would normally be assigned to Day Preference Spare Operators immediately after their day off. Generally the assignment of Day Preference Spare Operators to night runs is to be done in an equitable manner.
- If excess Night Preference Spare Operators, they are assigned late starting day work.
- Day work rotated among Day Preference Spare Operators.
- REP/WDP Operators, indicating a preference to work that day, would normally be assigned as much as possible of the remaining work based on the specific work preference indicated.
- Operators on the overtime list on their day off, are to be offered the balance of the work.
- Any remaining work should be offered to Operators already working.
- A vacation Relief Operator choosing a Spare Operator's Spareboard position takes the day/night preference of the Spare Operator and the same seniority as the Spare Operator on scheduled days of work only.
- Vacation Relief Operators choosing an open Spareboard position should indicate day/night preference. Night Spare Operators will be assigned night runs prior to Vacation Relief Operators indicating night preference.

- Operators switching days of work with a Spare Operator take the day/night preference of the Spare Operator and the same seniority as the Spare Operator on that day of work only.
- Operators temporarily moving to Spareboard from a signed run when University or Fanshawe is not operating, take the same day/night preference as the signed run. Night Spare Operators will be assigned night runs prior to temporary Spare Operators indicating night preference.

### **Special Requests from Spare Operators**

- Spare Operators will complete the Special Request form Spare Operators will complete the Special Request form and submit to the Dispatch Supervisor. A record of the special requests will be maintained for reference.
- Reasonable effort is made to accommodate Spare Operator special requests which:
  - i) change the signed day/night preference for a single day. Should the request be to move to night preference, the request will be accommodated after signed Night Preference Operators are assigned night work.
  - ii) do not affect the signed day/night preference but specify the shift type for a given day each week. Junior Night Preference Spare Operators cannot be assigned late finishing night runs ahead of Senior Night Preference Spare Operators.
  - iii) do not affect the signed day/night preference but specify the shift type for a given day. Junior Night Preference Spare Operators cannot be assigned late finishing night runs ahead of Senior Night Preference Spare Operators.
  - iv) it will generally be assumed that Day Preference Spare Operators will prefer an early off (defined for these purposes as an eight hour piece of work ending before 2:30 PM) on a shift preceding their day off, and that consideration will be given based on the work available and special requests received.

### **Medical Restrictions for Spare Operators**

- Work assigned to Spare Operators with medical restrictions must meet restrictions.

### **Ten Hour Shifts**

- Spare Operators indicating interest in working ten hour shifts will be assigned first to open ten hour shifts based on their signed day/night preference.
- Ten hour runs are not to be assigned by seniority but each Operator indicating an interest in working them should generally be given the opportunity.
- Should insufficient Spare Operators indicate an interest in working ten hour shifts, then the shifts will be assigned to other Spare Operators based on their day/night preference.

### **Overtime Operators**

- Procedures contained in Overtime Agreement.

### **Spare Operators for Sign-up**

Dispatch is to schedule work assignments to allow Spare Operators to attend signup unless advising otherwise to Dispatch Supervisor. To accommodate Spare Operators, day/night preference may be changed and work assigned to REP/WDP and overtime Operators may be done differently to procedures.

#### Consolidated Procedures for Vacation Relief Operators

Note- "Monday" refers to 13 days in advance of the week of vacation

"Thursday" refers to 10 days in advance of the week of vacation

"Friday" refers to 9 days in advance of the week of vacation

1. On Mondays after 2 PM, Vacation Relief Operators can pick up their Vacation Relief Choices list from the Dispatch office. This list will be for all Operators on a week of vacation beginning a week from the following Sunday. If a Statutory Holiday falls on the vacation beginning a week on Sunday, the list will be available on Tuesday after 10:00 AM.

2. The Vacation Relief Choices list will show all Operators on a week of vacation with their respective work assignment. If an Operator on vacation is a Spare Operator, the list will show the Operator's days off. When choosing to work for a Spareboard Operator, the Vacation Relief Operator is to indicate on the list his/her preference for day or night work and whether he/she wishes to work 10 hour shifts. (Note- this process will also apply when it is necessary to add Spareboard positions to the list).
3. If a Vacation Relief Operator selects to work a Spareboard position and chooses night preference, the assignment of night work will be based on the Vacation Relief Operator's classification seniority.
4. The Vacation Relief Choices list is to be completed by indicating the order of preference number beside the respective work assignments on the list. It is best that more choices than required be indicated in case there are changes to the list of Operators on vacation. This will ensure that the Dispatch Supervisor does not have to assign the Vacation Relief Operator work which is not on his/her list from the remaining work assignments.
5. The Vacation Relief Choices List must be turned in to the Dispatch Supervisor by 1 PM Thursday of the vacation relief choice week (10 days prior to the week of vacation). Failure to turn in the list on time will result in the Vacation Relief Operator being bypassed and signed after those Vacation Relief Operators turning in their list on time. The Dispatch Supervisor will assign work to that bypassed Operator from the remaining work. The Assignment List for Vacation Relief Operators will be available on the Friday, or the following Monday if the Friday is a statutory holiday.
6. There is an opportunity for an Operator to receive the Vacation Choices List early when going on vacation, by contacting the Dispatch Supervisor. The List will be prepared based on the list of Operators on vacation as of that date. This list may be different than the final list because of changes to Operator vacations. Therefore, the Vacation Relief Operator should indicate more choices than required.
7. On occasion, Operators change their vacations after their work has been assigned to a Vacation Relief Operator. If the change of vacation occurs 7 days or more days before the week of vacation,

the signed Operator works the work assignment and the Vacation Relief Operator is assigned to the Spareboard with the same days off as the work assignment selected by that Vacation Relief Operator. If the change of work occurs with less than 7 days' notice,

8. The Vacation Relief Operator works the work assignment and the signed Operator is assigned to the Spareboard with the same days off as the work assignment (Note- In either case, if the work assignment is a 10 hour run, the Operator assigned to Spareboard will be assigned days of work based on 8 hour days of work. Also, the Spareboard Operator will select day or night preference and whether he/she wishes to work 10 hour shifts).

### **Situation 2 After Posting**

#### **Changing Spare Operator Work After Posting**

##### **Additional Work Assignment**

When additional work becomes available after posting, Dispatch may change the work for Spare Operators in accordance with the following. Spare Operators are not to be called after 10:00 pm in these instances.

- The first option is to determine if any Spare Operators have been assigned to work that does not meet their day/night preference. If the additional work meets a Spare Operator's day/night preference, the work shall be offered to that Spare Operator. There is no requirement for the Spare Operator to accept.
- If a Spare Operator is assigned to a work assignment, which could be an unsigned Showup time, for the day, Dispatch must give notice by 11:00 AM of the day of posting to change the work. The work also must begin within 1 hour before or after the start time of the work assignment and result in a minimum savings of two hours at Schedule "A" rates.

When additional work becomes available after posting, Dispatch may offer the work to an REP/WDP Operator by giving 12 hours' notice. There is no stipulation relating to start times of the additional assignment compared to the original assignment and there is no requirement for the REP/WDP Operator to accept.

When additional work becomes available after posting, Dispatch may offer the work to a Spare Operator as an additional work assignment

(not to affect the work already assigned) to the assigned work assignment noting that the additional work assignment is paid at overtime. There is no requirement for the Spare Operator to accept.

At the last minute, Spare Operators who have already reported to the garage may be requested to change work assignments to meet immediate service needs. There is no requirement for The Spare Operator to change work assignments.

##### **Cancelled Work Assignment**

When work for a Spare Operator is cancelled, Dispatch will re-assign the Spare Operator.

- Dispatch must give 12 hours' notice and may re-assign the Spare Operator to another work assignment. If no other work assignment exists, the Spare Operator may be assigned to an unsigned Show-up. In either case, the work assignment must begin within 1 hour before or after the start time of the work assignment.
- Should it not be possible to provide 12 hours' notice, the Spare Operator will automatically be assigned to unsigned Show-up at the report time for the originally assigned work assignment.

When work for REP/WDP or Overtime Operators is cancelled (not because of an error), the Operators are contacted and advised. There is no obligation to immediately assign the Operator to Show-up if no other assignments are available however, the Operator should be the next Operator contacted if another work assignment becomes available.

With respect to situations where Operators on signed work who are originally scheduled to be off work, and who advise dispatch of their intention to return to work after 8:00 AM of the day before the work is scheduled, the Spareboard Operator will retain the assignment and the returning signed Operator will be subject to dispatcher's orders. In situations where the Operator on signed work advises dispatch at or before 8:00 AM of the day before the work is scheduled, the signed Operator will return to his or her signed work on the next day and the spare Operator reassigned in accordance with the Work Assignment and Overtime procedures (i.e., on work beginning within 1 hour before or after the start time of the work assigned).



### **Cancelled Work Assignment Due to an Assigning Error**

When work for an REP/WDP Operator or Overtime Operator is cancelled due to an assigning error, the Operator is to be re-assigned to work within the time frame of 1 hour prior to the start of the cancelled work to 1 hour after the end time of the cancelled work. Should no work assignment be open that fits the criteria, the Operator should normally be assigned to Show-up at the time that would represent 1 hour prior to the start of the cancelled work. However, the Operator should not be assigned to report for Showup earlier than the earliest signed Showup assignment for that day and should not be less than 8 hours after the end of the previous day's work assignment.

After assigning an Operator to a Showup assignment, the Operator may be contacted and offered any work assignment that fits the criteria or is of greater value than the original work assignment. The Operator is obligated to accept a work assignment which fits the criteria or forfeits the work guarantee from the original assignment for the day. Acceptance of a greater valued work assignment, even if outside the criteria, forfeits the work guarantee from the original assignment for the day.

### **Assignment of Work to Show-up and Late Operators**

#### **Definition of Work for Showup Operators**

Showup Operators are at the orders of Dispatch. The work that they may be assigned includes, but is not limited to:

1. The replacement of Operators who fail to report for work.
2. The filling of open work which could not be filled in advance.
3. The filling of new assignments such as:
  - a) charters
  - b) buses that are requested from London Transit in emergency situations, etc.
  - c) service situation assignments

Service situation assignments may be requested by management, Inspectors and/or Dispatchers to respond to service problems as a result of occurrences such as vehicle breakdowns (reference limitations indicated in section 119.03 of Collective Agreement), weather conditions, accidents,

traffic conditions, construction, passenger overload conditions, etc. At times, it may be necessary to send a service situation bus from the garage with only directions to station the bus at a layover location. However, it is expected that the Show-up Operator will be given specific service instructions within half an hour of arriving at the layover location or be returned to the garage. The Showup Operator should remain with the bus during this layover unless a washroom break is required and Dispatch is notified.

Upon completion of the service instructions, the Show-up Operator is to contact Dispatch for further instructions. If no other instructions are given within 15 minutes, the Show-up Operator is to be sent to the garage.

### **Show-up Operators on Signed Show-up**

- Show-up Operators assigned a work assignment immediately upon reporting must accept the assignment even if it pays scheduled overtime.
- Show-up Operators can refuse to work beyond 8 hours when offered combination of assignments including show-up. If the combination of assignments ends within the 11 hour cap for the day and the showup Operator refuses the assignment, the show-up Operator will not be offered any other opportunities for overtime for that day. If the combination of work assignments ends beyond the 11 hour cap and the showup Operator refuses the assignment, the showup Operator will not be offered any further assignments beyond the 11 hour cap but will be offered other opportunities for overtime that fall within the 11 hour cap in accordance with these procedures.
- Goal of utilizing Showup Operators is to be able to assign full assignments that come open to these Operators.
- When work assignment comes open and falls within work and spread restrictions including show-up pay for the earliest Show-up Operator, the assignment is to be assigned to the earliest Show-up Operator.
- When work assignment comes open paying no more than 1 hour show-up and is outside of work and spread restrictions of the earliest remaining Showup Operator, the assignment is to be

offered to the earliest remaining Showup Operator. If refused, the Dispatcher shall offer the assignment to the next earliest remaining Show-up Operator and so on. If the full assignment falls outside of all Showup Operators work and spread restrictions and is not accepted by any Show-up Operator, Dispatch will split the assignment beginning with the earliest Show-up Operator.

- When a work assignment comes open paying greater than 1 hour show-up and is outside of work and spread restrictions of the earliest remaining Show-up Operator, the earliest remaining Show-up Operator may be bypassed and the work offered to the next earliest remaining Show-up Operator.
- Should there be limited work assignments available for Show-up Operators, Dispatch may dismiss the Show-up Operator at his/her discretion and assign to a later work assignment which may be another Show-up.
- When more than 1 Show-up Operator assigned to later Show-up, the earliest morning Show-up Operator will be assigned to the earliest later Show-up. Remaining signed Showup Operators will be assigned to later show-up with the earliest being 10:00 AM, next earliest being 10:30 AM, next earliest being 11:00 AM and last being 12:00 noon. Show-up times subject to change.
- For Operators on later Show-up, afternoon work assignments will be assigned to the earliest Show-up Operator qualifying within overtime and spread restrictions.
- For Operators on later Show-up, Dispatch will generally dismiss Operators when all afternoon assignments have left the garage.
- Show-up Operators assigned to a night Show-up time (i.e. 4:00 PM) will generally be dismissed when all night Operators have reported for work. Should no other work assignments be assigned to these Operators when they are dismissed, the Operator will be considered as completing the day's assignment.

### **Late Operators**

- When an Operator reports late for work, Dispatch is under no obligation to put that Operator on Show-up if Showup Operators remain or no other work is scheduled to leave the garage.

- If the late Operator is used, that Operator should be assigned open work, in an attempt to make up for lost shift hours, before contacting REP/WDP and overtime Operators.
- If there is more than 1 late Operator, open work is assigned based on the earliest signup time for the late Operators.

Reporting for work, when the relief point is the garage, is defined as reporting at/through the Dispatch window in person to a dispatcher on duty. This also applies for the reporting of Show up Operators.

A late Operator is defined as an Operator who shows up after his/her reporting time.

When an Operator is late, the intent is to remove the work from the counter at the time the determination is made, noting that a late Operator is subject to dispatcher orders for the day as per section 206.02 of the Collective Agreement.

A late Operator may work his/her scheduled work for the day only if so directed by the dispatcher.

### **REP/WDP Operators**

#### **REP/WDP Operator Availability & Work Preference Form**

1. To be offered work during a pay period, the form must be completed indicating the REP/WDP Operator's availability and turned in to Dispatch by Wednesday at 12:00 noon before the pay period. If the form is turned in late, then Dispatch will begin offering work to the REP/WDP Operator as soon after as possible. Should no form be turned in then Dispatch will assume that the REP/WDP Operator is not available for the pay period.
2. An REP/WDP Operator will only be contacted should the available work match his/her availability indicated on the form.
3. It is recognized that there may be circumstances when an REP/WDP Operator is contacted based on his/her availability shown on the form and has to decline the work because his/her availability has changed since the form was prepared.

## Procedures for Offering Work to REP/WDP Operators

For work that remains to be filled after all Spare Operators have been assigned, REP/WDP Operators will be offered the work based on their availability and number of hours already worked in the pay period using the following procedures.

1. Open night work will be offered first to those REP/WDP Operators indicating availability for night work only. Night shifts should be filled before 1 to 9 runs.
2. Should open night work remain, REP/WDP Operators indicating availability any time will be offered this work.
3. Open day work that covers both mornings and afternoons (full runs or tripper combinations) is to be offered to REP/WDP Operators indicating availability any time and days (mornings and afternoons) only.
4. Should open day work covering both mornings and afternoons remain, REP/WDP Operators indicating availability in only 1 of these periods will be offered work in that respective period.
5. For spare work that comes open after posting, the work may be offered to REP/WDP Operators, based on their availability, in any of the following ways at the discretion of the Dispatcher.
  - i) to those REP/WDP Operators who have not been assigned any work.
  - ii) as an addition to work already assigned to REP/WDP Operators.
  - iii) by changing work already assigned to REP/WDP Operators to better maximize their use.
6. Should an REP/WDP Operator refuse all work offered to him/her for a given day, that Operator will not be contacted again for that day unless all attempts to fill open work with Spare Operators, other REP/WDP Operators and Overtime Operators prove unsuccessful. It should be noted that REP/WDP Operators may change their availability for a given day directly with the Dispatch Supervisor or designate after the availability sheet has been submitted. Should this be done prior to work for that day being offered, then the Dispatch Supervisor will offer work using the revised availability.

7. REP/WDP Operators may be assigned signed runs totalling up to 8.75 hours or piece work estimated to pay no more than 8 hours.
8. REP/WDP Operators may only be scheduled to work up to a maximum of 56 projected hours for a pay period. REP/WDP Operators are regularly booked at least 1 day in advance and actual hours of work are not completely known at the time of booking. Except in circumstances noted in 9 below, should an REP/WDP be scheduled and work in excess of 56 hours, a payment equal to the number of hours in excess of 56 hours times  $\frac{1}{2}$  times the Schedule "A" rate for Operators will automatically be made to the Union.
9. It will be an acceptable practice to permit REP/WDP's to work up to 57 hours in a pay period and/or up to 9 hours in a day when the cause is late off due to unforeseen circumstances such as weather conditions, mechanical problems with equipment or customer service needs. Should an REP/WDP work beyond the 57 hour amount and/or 9 hour amount noted for any reason, a) a payment equal to the number of hours in excess of the 57 hour and/or 9 hours times  $\frac{1}{2}$  times the Schedule "A" rate for Operators will automatically be made to the Union; and b) a review of the reasons for the overage will be conducted and sent to the Union.
10. The Union will be provided with the hours for the pay period for REP/WDP Operators as well as a copy of the daily REP/WDP work assignment list.
11. There is no obligation to assign further work in a pay period to an REP/WDP Operator who is projected to work a minimum of 52 hours.

## Scenarios

1. When the Dispatch Supervisor is scheduling to assign work to an REP/WDP Operator usually 2 days in advance, the projected hours to be worked up to a specific day of work plus the projected hours for that day of work being scheduled cannot exceed 56 hours.
2. An REP/WDP Operator may have work taken away after it has been assigned should audited payroll hours and projected hours exceed 56 hours. This will only be done for a future day of work. Taking work away in this manner creates no liability on the employer's behalf.

### **Section 3 Procedures Governing Overtime and Work Assignments - Full-Time and Relief Dispatchers**

#### **Principles and Procedures for Filling Open Inspector, Dispatcher and Ticket Clerk (I,D,TC) Assignments**

##### **General Principles for Distribution of Inspector, Dispatcher and Ticket Clerk (I,D,TC) Overtime**

1. Overtime scheduled as part of shifts is considered as scheduled overtime.
2. The Union recognizes that it is the exclusive function of management to operate the transportation system in all respects in as efficient a manner as possible and that it is a necessary function of management to allot unscheduled overtime in the most efficient manner. Reference to the term “unscheduled” overtime is intended solely for the purpose of distinguishing from overtime that is scheduled as part of shifts.
3. At each signup, I, D, TCs will indicate whether they are interested in working overtime for the signup. At the Operator signup, Relief Inspectors will indicate whether they are interested in working overtime for the signup. After the signup begins, I, D, TCs and Relief I, D, TCs may change their overtime status, 1 time only, by providing a written request to the Director of Transportation & Planning. Any change of status request received by Wednesday at 12:00 noon will take effect the following week. During the signup period, only those I,D, TCs and Relief I, D, TCs who have a current interest in working overtime are to be offered overtime.
4. A list showing an accumulated total of overtime hours for full-time I,D, TC's and Relief I,D,TC's (Operator and I,D,TC overtime hours combined) are to be provided on a regular basis to the Director of Transportation & Planning or designate assigning the overtime, and to the Union. Each total is to include all unscheduled overtime hours worked along with all unscheduled overtime hours not worked based on the value of the highest assignment offered and refused by the I, D, TCs or Relief I, D,TCs on his/her day off.
5. Overtime hours not to be included in the total are:
  - i) any scheduled overtime hours worked.

- ii) any unscheduled overtime hours offered and refused by an I, D, TCs or Relief I,D,TC on their day of work.
- iii) any overtime hours not offered when the I,D,TC or Relief I,D,TC is not scheduled to work due to vacation, Floater Holiday, sickness, injury, book off or other such reasons.

6. If an I, D, TCs is not at work for the aforementioned reasons but is scheduled to return when such overtime is scheduled to be worked, management will endeavour, one time only, to contact the employee in the prescribed manner.
7. All I, D, TCs shall receive one and one half times the applicable basic wage rate as covered in Scheduled “A”. The ½ time represents the overtime premium. The present arrangement of 7 and 8 minute split to determine the next ¼ hour will continue to apply.
8. Overtime hours accepted by an I, D, TC or Relief I, D, TCs but not worked due to failing to report for the overtime will be included in the overtime total.

##### **Procedures for Filling Open I, D, TC Assignments**

1. When filling an open I, D, TC assignment, refer to table enclosed to determine whether a Relief I, D, TC is to be assigned to the assignment or whether procedures for filling open I, D, TC assignments are to be followed. To make this decision, information will be required as to:
  - i) the length of the assignment.
  - ii) the reason the assignment came open.
  - iii) whether the assignment will be open for a period of time longer than 1 day.
2. When filling an open I, D, TC full shift, full time I, D, TCs on their day off are to be contacted first starting with the I,D, TC who has the lowest accumulated total of overtime hours. (Note- If hours are equal, Inspector with greater seniority will be listed first.) If the open I, D, TC shift still remains open, Relief I, D, TC's on their day off who are working a full week I, D, TC assignment are to be contacted next starting with the Relief I, D, TC who has the lowest

accumulated total of overtime hours. If the open I, D, TC shift still remains open, Relief I, D, TC's on their day off who are working as Operators are to be contacted next starting with the Relief I, D, TC who has the lowest accumulated total of overtime hours.

3. When filling an open Inspector or Dispatcher full shift and it becomes necessary to split the shift between Inspectors or Dispatchers already working, the shift is to be split and offered to the Inspectors (including Relief Inspectors or Dispatcher) on the 2 adjoining shifts. If 1 or both portions of the split shift cannot be filled, the remaining unfilled portion of the shift is to be filled at the discretion of the Director of Transportation & Planning or designate assigning the overtime (Note- not applicable to Ticket Clerks)
4. When filling an open Inspector part shift of less than 8 hours but greater than 2 hours, procedure #1 is to be followed.
5. When filling an open I, D, TC part shift of 2 hours or less, the part shift will be offered to the I,D, TC (including Relief I, D, TC) working adjoining shift or closest shift to the overtime at the discretion of the Director of Transportation & Planning or designate assigning the overtime.
6. When using a day of work Relief I, D, TC, consideration should be made to ensuring that Relief I, D, TCs are given the experience working the various shifts.
7. Refer to the scenarios **on Sample Scenarios for Filling Open I, D, TC Full Shifts** to confirm the order in which procedures are to be followed when filling open full shifts.

### **Sample Scenarios for Filling Open I, D, TC Full Shifts**

#### **Scenario 1**

Overtime is being paid to fill Operator assignments and Spare work has not been posted.

- i) Offer to day-off I, D, TC's. (Procedure #2)
- ii) Offer to day off Relief I, D, TC's working as Operators. (Procedure #2)

- iii) Assign to day of work Relief I, D, TC's working as Operators. (Procedure #6)
- iv) Split shift and cover with day of work Inspectors or Dispatchers. (Procedure #3)

#### **Scenario 2**

Overtime is being paid to fill Operator assignments and Spare work has been posted.

- i) Offer to day-off I, D, TC's. (Procedure #2)
- ii) Offer to day off Relief I, D, TC's working as Operators. (Procedure #2)
- iii) Split shift and cover with day of work full time Inspectors or Dispatchers. (Procedure #3)
- iv) Assign to day of work Relief I, D, TCs working as Operators. (Procedure #6)

#### **Scenario 3**

Overtime is not being paid to fill Operator assignments based on information at 9:00 AM on the day before posting Spare work.

- i) Offer to day-off I, D, TCs. (Procedure #2)
- ii) Offer to day off Relief I, D, TCs working as Operators. (Procedure #2)
- iii) Assign to day of work Relief I, D, TCs working as Operators. (Procedure #6)
- iv) Split shift and cover with day of work full time Inspectors or Dispatchers. (Procedure #3)

**Enclosure I**

**Circumstances Requiring the use of Replacement Employees (Inspector, Dispatcher and Ticket Clerk Classifications)**

Description of Absence	Period of Absence	How Absence is Filled
Short Term Sickness or On Job Injury	1 to 3 days	As per procedures for filling open assignments
Bereavement	1 to 3 days	As per procedures for filling open assignments
Bereavement	Over 3 days	Relief Employee
Unscheduled Absence	1 day at a time	As per procedures for filling open assignments
Single Day Vacation	1 day	Relief Employee
Single Day Banked Overtime (LDO)	1 day	Relief Employee
Floater Holiday	1 day	Relief Employee
Approved Short Term Absence	1 to 3 days	Relief Employee
Court	1 day	As per procedures for filling open assignments
Jury Duty (Short Term)	1 to 3 days	As per procedures for filling open assignments
Union Business (Known before spare work posted)	Each day	Relief Employee
Union Business (After Spare work posted)	Each day	As per procedures for filling open assignments
Training	1 day	Relief Employee
Additional Shift (Short Term)	1 to 3 days	As per procedures for filling open assignments
Open Full Shift (Added Shift)	1 to 3 days	As per procedures for filling open assignments

Open Part Shift (Added Shift or Replacement Shift)	1 day at a time	As per procedures for filling open assignments
Extended Sickness or On Job Injury	After 3 days	Relief employee
Full week vacation	5 days	Relief employee
Full Week Banked Overtime (LDO)	5 days	Relief employee
Approved Extended Absence	greater than 3 days	Relief employee
Jury Duty (Extended Period)	greater than 3 days	Relief employee
Union Business	greater than 3 days	Relief employee
Open Shift	greater than 3 days	Relief employee

Note- It is understood that management may choose not to use a relief employee, as indicated in the table above, but use a full time employee on his/her day off, as per overtime procedures, in those circumstances where there is a shortage of Operators to fill Operator assignments. Where day of work Operators would otherwise be used to fill an assignment on overtime, management may choose to use a full time day of work employee Note- Shifts or part shifts for which Relief Dispatchers are already scheduled to work, continue unaffected by the preceding.

## Enclosure 2

### Letter of Understanding - Workplace Investigation Training

Through negotiations for the renewal of the Collective Agreement, the Parties discussed the necessity to ensure that joint investigations are conducted in a complete, thorough and unbiased manner in order to be beneficial. The Parties agree that the key to achieving this is to ensure that the co-investigators are properly trained and are accountable for conducting themselves accordingly. Therefore, the Parties agreed to undertake to deliver training in Workplace Investigations.

Each party will be responsible for 50% of reasonable payments, if any, to outside provider(s). The employer will arrange facilities for the training and reproduce any training materials as necessary. The employer will pay for any lost wages for trainees, up to a maximum of 5 participants from the Union for 3 hours each, once every three years. Where a bargaining unit employee is used as a trainer for this purpose, including situations where a Manager(s) is being trained, the trainer will be paid by the employer in accordance with section 113.06.01

The effectiveness of the training will be monitored and discussed as necessary through Union /Management Committee.

### Complaints Alleging Serious Breaches of Policy

The Parties will use reasonable efforts to expedite the investigation of serious Human Rights and Mutual Respect complaints (re the latter, particularly those which may also entail a breach of the Violence in the Workplace policy). Should the investigators mutually decide that it is necessary to book off Transportation employees who will be interviewed off their work to expedite the investigation, arrangements will be made to do so.

## Enclosure 3

### Letter of Understanding – Fleet and Facilities - Posting

In an attempt to reduce the vacancy periods in Fleet & Facilities, the Parties agree to the following:

As per section 137.01 a vacancy either full time and/or temporary (as per Section 308) of the Collective Agreement, in Fleet & Facilities will be posted using only one concurrent posting for back fill.

e.g.:

1. General Service Vacancy on days will be posted as per Section 137.
2. There will be only one concurrent posting for all subsequent vacancies and the resulting vacancies will be offered by seniority of those applicants for the concurrent posting.

## Enclosure 4

### Letter of Understanding- Mobile Mechanic Positions and Associated Reliefs

Through negotiations for the renewal of the Collective Agreement, the Parties agreed to the following specifics concerning the subject positions:

The following information sets out the rules for the assigning of the two mobile mechanics positions.

1. Both positions will be posted and filled for a term of two years. This includes the relief positions.
2. The 5:30 AM to 1:30 PM shift will be considered days and the 1:30 PM to 9:30 PM shift will be considered afternoons for the purposes of filling the Mobile Mechanic and associated relief positions
3. **New** - Both the primary and relief mobile mechanic positions will be filled from those qualified applicants working at the Highbury facility from their respective shifts by seniority. The 5:30 AM to 1:30 PM shift will be filled by the day shift, the 1:30 PM to 9:30 PM shift will be filled by the afternoon shift. Vacant positions not filled in the case of the day shift, the most junior mechanic working at Highbury who is not a day shift relief supervisor at Highbury would fill the primary Mobile mechanics position. For the relief mobile mechanic days, the most junior mechanic working out of the Highbury facility would fill that position. For the afternoon shift, the most junior mechanic working at Highbury would first fill the role of the Mobile Mechanic and the next junior mechanic on afternoons at Highbury would fill the relief mobile mechanic position. Junior mechanics working at Highbury not wanting to fill vacant positions as noted above will exchange shifts with the next most qualified applicants that applied.
4. **Note** – The filling of the above positions from the complement of Mechanics at the Highbury Facility will be based on where the employee is working at the time the work assignment
5. Clothing allowances for the Mobile Mechanic will be available to the primary positions only. (2 mobile mechanics & 2 primary reliefs)

6. In addition to signed mobile mechanics, any employee who has signed as either primary or relief mobile mechanic in the proceeding 2 years of sign-up will be considered to be a qualified employee. Where this is an advantage such that no qualified employee is available to perform the work per paragraph seven, management may assign another employee who has performed the work in the last two years.
7. In the event of the absence of the primary signed mobile mechanic(s), the following order will be followed in assigning the duties of the mobile mechanic:
  - a. If the relief mobile mechanic for the shift is scheduled to be on-shift, the relief is assigned the work, noting that if the relief is working 10 hour shifts, he will have his schedule changed for the period in question to an 8 hour shift. This would be the case for advance notice of one week or more. If less than one week the primary relief would not be required to change his shift.
  - b. If the relief is off work the opportunity is first offered to the second primary relief (if at work), than any qualified individuals scheduled to be at work on the shift requiring coverage;
  - c. If no one on the shift accepts the opportunity, the relief mobile mechanic from the opposite shift is offered the opportunity;
  - d. If the relief from the opposite shift declines the opportunity, the opportunity is offered to any qualified employee on the opposite shift;
  - e. If the mobile mechanic work cannot be filled by any of the above methods, the relief mobile mechanic for the shift will be required to change his days off to perform the work. This management right will be exercised in a reasonable manner.
  - f. It is understood that the process noted above is intended to minimize the payment of premiums.



## Enclosure 5

### Letter of Understanding- Starting Pay for New Operators with Prior Transit Experience

The Parties agree to the following set of criteria for new hired to be eligible for a higher pay rate:

- A minimum of three years, full time transit operator (urban transit) experience
- Experience must come from a job immediately prior to LTC
- Must successfully pass/graduate the full Operator training program at LTC (rate of pay is 75% of full rate during training)
- The Parties agree that, should a new hire meet all of the above noted criteria, his/her pay rate will increase to 93% of the full rate.

## Enclosure 6

### Letter of Understanding- Agreement Relating to Benefit Fund and Disputes Concerning Certain Benefits

WHEREAS the Parties have agreed to settle all issues relating directly or indirectly to the application and interpretation of sections 122.01; 122.02; 122.03; 122.05; 122.08; 122.09; 122.10; 122.11 of the Collective Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises of good and valuable consideration and the mutual covenants herein contained, the Parties hereby covenant and agree as follows:

1. The Employer covenants and agrees to pay to the Union the sum of up to Ten Thousand (\$10,000.00) per year (to be provided within 2 weeks of receiving a reconciliation from the Union for the previous calendar year per (b) following) to maintain a 'benefit fund' on the following terms and conditions:
  - (a) The benefit fund is to be used by the Union, either to deal with claims for benefits by employees that are denied with respect to sections 122.01; 122.02; 122.03; 122.05; 122.08; 122.09; 122.10; 122.11 of the Collective Agreement ( In this regard the benefit fund may be used to fund legal action against the insurance carrier of the benefits or alternatively to pay monies directly to employees who have had their claims under the above noted sections of the Collective Agreement denied by the insurance carrier of the benefits) or to fund Union representation for purposes related to benefits entitlement and investigations.
  - (b) The Union is to provide a full accounting to the Employer with respect to the use and /or withdrawals from the benefit fund upon request by Employer and the Employer shall have, upon request, full access to the book, and financial records including bank records and all other financial documentation relating to the benefit fund.
  - (c) Any and all monies recovered by the Union from the insurance carrier of the benefits listed under the above noted sections

of the Collective Agreement, either by way or reimbursement for legal fees or reimbursement for payments advanced by the Union and subsequently paid by the insurance carrier up to the extent that funds were provided from the benefit fund for the specific claim in question, are to be returned to the benefit fund.

- (d) The maximum yearly amount to be paid into the benefit fund by the Employer shall be \$10,000.00, less any monies remaining in the benefit fund as of January 1 of each of year. (By example if there remains in the benefit fund the sum of \$2,000.00 as of January 1st 2010, the Employer will pay into the benefit fund the sum of \$ 8,000.00 for the year 2010. The Union will return any fund remaining in the benefit fund as of the expiration of the current Collective Agreement. Effective 2014, the maximum yearly amount shall be \$15,000

- 2. In consideration of the payments to be made by the Employer to the benefit fund, the Union covenants and agrees as follows during the term of the current Collective Agreement:

- (a) that the Employer is only responsible or liable to pay the premiums for the benefits set forth in sections 122.01; 122.02; 122.03; 122.05; 122.08; 122.009; 122.10; 122.11 of the Collective Agreement and shall not be responsible or liable to pay the benefits or deemed to be the guarantor for the payment of the benefits under these sections of the Collective Agreement irrespective of the funding mechanism utilized by the Employer or choice of insurance carrier for the said benefits.
- (b) that the issue of benefit entitlement pursuant to sections 122.01; 122.02; 122.03; 122.05; 122.08; 122.09; 122.10; 122.11 is not arbitrable; that no grievances will be filed or advanced on the issue of benefit entitlement and that the only recourse by the Union or bargaining unit employees is as against the insurance carrier of the said benefits

- 3. The Union covenants and agrees, on its on behalf and as the bargaining agent for the bargaining unit employees that it concurs and agrees to the extent necessary to give effect to this Letter of

Understanding, and to be bound by the terms and conditions set forth in it.

- 4. The Parties agree, to the extent necessary, that this Letter of Understanding is enforceable under the terms of the Collective Agreement between the Employer and the Union.

## Enclosure 7

### Letter of Understanding- Sunday and Statutory Holiday

Whereas the Parties wish to put into place specific terms relating to Sunday and Statutory Holiday working conditions, the parties agree to the following:

Upon Commission approval of a service plan requiring an extension of the Sunday/Statutory work day (anticipated as early as 2018) the parties agree that ten hour shifts will be considered on Sundays and Statutory holidays up to a maximum of 10% of the runs per day.

## Enclosure 8

### Letter of Understanding- Trial Use of Single Day Vacations and Banked Time for Pre-Approved (three day or more) BOP's, Sick Days, Non-Job Related Injuries and BOP's (with less than three days' notice)

During negotiations, the Parties discussed a trial for the duration of the Contract to allow employees to use banked time (overtime or lieu time for statutory holidays) and/or single day vacation days to offset unpaid pre-approved (three day or more) BOP's, sick days, non-job related injuries and BOP's (with less than three days' notice). The employee can draw from any remaining hours of banked time (total as at September 30th of previous year) not committed to vacation that year, for any full shifts. The employee can use 8 or 10 hours dependent on the scheduled shift. Maximum use of 3 days per employee, per calendar year.

On June 30, 2018, management will prepare an impact analysis of the program for review by Union/Management. Either Party may discontinue the trial following the assessment.

## Enclosure 9

### Letter of Understanding- Terms of Reference / Motor Vehicle Appeal Committee

The Parties agreed to the following specifics concerning the subject matter on a 1-year trial period:

- Suspend LTC's Motor Vehicle Accident Committee, as per the current structure of same
- Establish a new trial Motor Vehicle Appeal Committee, MVAC (terms of reference below)
  - o Highlights of the new MVAC:
    - Committee will assess MVA/MVI appeals only, decisions are binding aside from final assessment through the OSL
    - Committee members will have access to all evidence, including digital recordings as part of the review process, understanding that identities of members of the public are not to be disclosed
    - All members of the Committee will be trained in accident/cause analysis
    - Employee has the option of presenting their written statement of appeal in-person (unpaid for their time) to the Committee
- Towards the end of the first year of the trial, the Union/Management Committee will assess the trial, in terms of effectiveness and operational issues and forward a report with recommendations to the Parties. Either party may discontinue the trial after one year.

#### Terms of Reference – Motor Vehicle Appeal Committee

Purpose of the Committee:

- To review employee appeals of motor vehicle accidents/incidents that were deemed preventable

Committee Membership:

- One management representative with knowledge of accident investigation procedures
- One qualified "representative" of the union
- One external contracted resource with expertise in the area of motor vehicle accident analyses

*\*Qualified Representative is defined as follows:*

- Current full time Operator
- Minimum of three years as an Operator
- No preventables in the prior 24-month period preceding appointment
- No active discipline concerning customer service record
- Participate in mandatory training with respect to accident investigations, in keeping with the interpretation of Preventable and Non-Preventable accidents/incidents according to the Canada Safety Council and the Ontario Safety League definitions
- Required commitment of a 3-year period (pending above qualifications met)

Process:

The Committee's responsibilities shall be as follows:

- Supervisor will present the file and causal analysis
- Employee has the option of presenting their written statement of appeal in-person (unpaid for their time) to the Committee
- Members of Committee adjudicate

Decision Making and Dispute Resolution:

- The Committee will operate on a majority decision basis
- The Employee has the option to appeal through the OSL

Reporting Structure:

- The Committee will report, for administrative purposes, to the Director of Transportation and Planning

Payment:

- Payment will be in accordance with Section 113.12 of the Collective Agreement

Meetings (frequency, time & duration):

- Meet quarterly, or as required by the Director of Transportation and Planning

Agenda/minutes

- Will be kept and distributed to the Committee

**Enclosure 10**

**Letter of Understanding- Pandemic Event  
Contingency sign-up**

The Parties agreed terms for a special Pandemic Event contingency sign-up. A special contingency sign-up based on modified levels of service and needs will be held, once every three years or one time during the term of the Collective Agreement, and the sign -up will be enacted in the event of a declared “Avian Flu” Pandemic or other pandemics identified as Level II under London Transit’s emergency plan (note: Level II is not related to the World Health Organization on pandemic hierarchy). It is noted that no such special contingency is expected to be required for the H1N1 pandemic.

While service is at the level identified in the plan under Level II, no employee shall be laid off as the result of the related reduction in service. The terms of the collective agreement regarding work guarantees continue to apply. Should the Commission discontinue service, the terms of the Collective Agreement shall apply i.e., the work guarantees and no-layoff provisions noted above would no longer apply.

Such a sign-up will be treated as a special sign-up under section 203.05. The special sign-up will provide for signing the service sign-up as provided for in the London Transit emergency plan for a Level II pandemic.

During a Pandemic sign-up, when assigning work to Spareboard Operators, Night Preference Spareboard Operators will be assigned in reverse seniority order (i.e. beginning with the junior Night Preference Spareboard Operator) Day Preference Operators will be assigned in reverse seniority order (i.e. beginning with the junior Day Preference Spareboard Operator). The intent is that, should there be more Spareboard Operators than work assignments, the senior Operators may not have work assigned to them.

## **Enclosure 11**

### **Letters of Understanding- Occupational Health and Safety**

The London Transit Commission agrees to establish a Committee to look at establishing a health and safety contract model for the LTC, in the event the existing Occupational Health & Safety Act is rescinded. The contract model, for the most part, would be mirrored after the existing legislation. In particular, pay for H&S Committee members would continue to follow the existing language.

## **Enclosure 12**

### **Letter of Understanding- 10 Hour Shifts Fleet & Facilities**

The employer agrees to maintain fourteen 10 hour shifts skilled trades days in Fleet & Facilities, during the life of the Collective Agreement (within the existing sign-up rules)

## Enclosure 13

### Letter of Understanding- Training Programs

The Parties agree to continue formalized training programs and requirements for the classifications of Dispatcher, Inspector, Storekeeper and for “bench jobs” in the Mechanic classification, and Relief Supervisor Fleet & Facilities. The framework of the programs which are to be developed by management in consultation with appointees of the Union will include the following:

1. Time phased modules of training will be developed. Time will be predicated on actual time the individual serves in the trainee classification. For example, for Dispatcher and Inspector trainees that time will be the time spent in relief;
2. For each module, specific competencies to be attained will be identified. The means of attaining those competencies, including practical experience (which may require temporary shift reassignment of the trainee), on the job training and external training will be identified. Benchmarks for each competency in each module will be identified;
3. Trainee opportunities, once developed and appropriately provided for including budgetary provision, will be posted and filled based upon Departmental seniority;
4. The successful applicant to such posted opportunity will commence in module 1 of the related program. The applicant agrees to undertake all training, education and work experience as determined by the program. At the conclusion of time provided for the particular module, the trainee will be assessed relative to required competencies. Trainees who substantially meet the required competencies will advance to the next module and so on until completion of all required modules;
5. If a trainee does not substantially achieve the required competencies, he or she will be provided with an extension equal to the pre-defined duration of the module in question in the first instance in order to provide a second opportunity to meet the requirements. Should the employee fail to qualify, the employee will be deemed to be unsuccessful and will be reverted to the classification held

prior to entering into the program. In this case, the time spent as a trainee will be credited as classification seniority towards the classification that the employee is returning to;

6. The employer shall pay 100% of tuition of any required external courses, seminars, etc.;
7. Trainees meeting the training program requirements i.e., substantially achieving the identified competencies in each module of the program, will constitute the pool from which full time positions in the above-noted classifications will be filled. Appointments will be made from the pool on a seniority basis; and
8. Employees currently in relief positions in the above-noted classifications will be required to undertake a comprehensive assessment, and training will be tailored to the individual on the basis of competencies yet to be attained as determined by the comprehensive assessment. In the event that a permanent vacancy in the respective classification occurs prior to all current reliefs completing training, Section 212.03.01 of the Collective agreement will apply except that the employee will be evaluated for attainment of competencies during the trial period. Points 5 and 7 above also apply to current relief employees.

## Enclosure 14

### Letter of Understanding- Fleet and Facilities Original Equipment Manufacturer (OEM) Training

Through negotiations for the renewal of the Collective Agreement, the Parties agree to the following, noting that management's rights as set out in Section 127 remain unaffected:

In an effort to ensure Fleet and Facilities employees skills remain in keeping with employer requirements, on an annual basis, the Director of Fleet and Facilities will assess OEM available training through the applicable vendors and will develop an annual training plan for implementation of same within budgetary parameters and operational abilities, with same being provided to the ATU.

## Enclosure 15

### Letter of Understanding- Overtime for Fleet & Facilities at Wonderland.

Through negotiations, for the renewal of the Collective Agreement, the Parties reached an agreement on the following terms relating to overtime for Fleet & Facilities employees, as the result of the operationalization of the Wonderland Facility and notwithstanding any former agreements or provisions of the Collective Agreement:

- 1) Employees at the Wonderland Facility will be considered to be in separate shifts from those at 450 Highbury for the purpose of overtime. There will be no obligation, and employees should not have any expectation of being eligible for overtime at the facility (Wonderland or 450 Highbury) which they do not normally work. Should there be a greater need for overtime other than employees posting for overtime i.e., if the employee list from the facility to which the overtime applies has been exhausted, then employees may apply for cross-facility overtime.
- 2) Wonderland Night Mechanics will be able to work from 6pm to 2am on Fridays with management pre-approved overtime at Wonderland. Wonderland Night General Service will be able to work from 11pm to 7am on Sundays with management pre-approved overtime at Wonderland.
- 3) The normal rules regarding the up to 2-hour overtime at the end of the shift will be relaxed at the Wonderland facility. The employer may schedule overtime opportunities up to 2 hours before or after the shift e.g., for bus cleaning or repairs based on availability of buses and need for overtime as determined by management.



## Enclosure 16

### Letter of Understanding Trial- Fleet and Facility Hybrid General Service at Wonderland

The current day and afternoon shift in General Service working out of Wonderland continue to have a Stores component in addition to their other duties. These positions are called Hybrid General Service and are responsible for receiving, cataloguing, tracking, ordering, and assisting in the distribution of parts inventory in addition to other established duties. Training component to the Stores duties as noted in Enclosure #13 (relating to Training Programs) of the Collective Agreement. Current incumbents remain for 2013 (no reposting required).

The duties of the position will be reviewed by the Coordinating Committee from time to time, and no later than the end of 2014

## Enclosure 17

### Letter of Understanding- Fleet & Facilities Relief Positions, Bench Positions and Training

During negotiations for the renewal of the Collective Agreement, the Parties discussed the necessity to clarify the following points:

The following Positions are defined as:

**Relief Positions** – these include relief Supervisors, and relief Mobile Mechanics.

**Bench Positions** – electrical component – Bus HVAC – Electrical/Radio/AVL – Air Department, Brake lathe, Engine Department, Transmission Department, Farebox Service & Maintenance.

**Training Procedure**- The most senior qualified employee within the classification on the shift will be offered training first unless:

- that employee already holds or has been trained in a bench or relief position, or;
- has been provided training in another area or;
- until all other qualified employees have had training in one area or have declined the training being offered.

## **Enclosure 18**

### **Letter of Understanding- DTF Drugs to be Removed**

The Employer will provide the Union with a copy of the “Tiered Plan with Dynamic Therapeutic Formulary (DTF) drugs to be removed from the DTF” notice upon receipt from the insurer, including the number of individuals affected.

## **Enclosure 19**

### **Letter of Understanding- Dispatch Shift (“half shift”) at Wonderland Road Facility**

During the current round of bargaining, the Parties discussed the need to continue the current arrangement regarding the partial shift for Dispatcher at Wonderland. The partial shift will continue to be filled by relief Dispatcher unless the Parties mutually agree otherwise for medical placement or similar.

In addition it was discussed and agreed that the employee filling the shift, when assigned to pass sales at 450 Highbury, will be paid ½ hour travel time.

## **Enclosure 20**

### **Letter of Understanding- Re Dispatch and Inspector Classifications**

During the current round of bargaining, the Parties discussed the concept of merging aspects of Dispatch classification with Inspector classification. In order to continue the discussion, it is agreed that a Committee will be formed to discuss the concept, with terms of reference similar to the focus groups for dispatch and Inspector which were previously in effect. Any recommendations stemming from the Committee work will be forwarded to the Parties via Union/Management. If changes are accepted, the Parties will enter into a separate Letter of Understanding which will address any necessary changes to the Collective Agreement provisions, noting the management structure is a management right and not subject to negotiations.

## **Enclosure 21**

### **Letter of Understanding- Digital Recordings**

Through negotiations, for the renewal of the Collective Agreement, the Parties reached an agreement on the following:

- 1) Access to digital recordings for Union co-investigators for the life of the Collective Agreement. A Union co-investigator in Problem Resolution investigations is to be given the opportunity to view/ listen to digital recordings as part of the investigation process in the same timeframe/format as the management co-investigator, and on the understanding that identification of members of the public are not to be disclosed.
- 2) Any changes to the current Commission policy relating to Digital Recordings will be subject to the same consultation process provided for in section 127.02.02 regarding SOPs.
- 3) Should the Union believe that the Commission policy has been breached, it may file a Step II Contract Grievance in accordance with sections 105 and 106 of the Collective Agreement and those procedures will govern;
- 4) If a review of digital recordings leads the company the company to discover other possible rule violations outside of the timeframe of the incident under investigation, the company shall not use the recording as a basis for imposing disciplinary action for such other conduct except where the additional conduct discovered constitutes serious offence in accordance with section 102.01.01.

## **Enclosure 22**

### **Letter of Understanding- New Position and Signing Vacation**

The parties agree that an employee serving a trial period in a new position will sign his/her vacation with the department within which the employee is working during the period of the sign-up.

## **Enclosure 23**

### **Letter of Understanding- Re Sharing of Costs for Sign-up Committee**

The Parties agreed to pay all members of the Signup Committee through the payroll system and then invoice the Union for 50% of the costs. The costs are based on hours plus applicable payroll taxes, and the employer will proceed as follows:

1. In conjunction with the Sign-up Chairperson, the number of hours worked by the members of the Sign-up Committee will be determined.
2. Management will prepare a wage adjustment sheet based on the hours provided by the Sign-up Chairperson.
3. Payment based on wage adjustment sheet will be made via payroll system consistent with the treatment of such payment.
4. Based upon the wage adjustment sheet, LTC will invoice ATU. The Invoice will cover 50% of the costs (actual hour X Operator Wage Rate X 50%) plus standard payroll taxes.
5. Prompt payment is expected. Failure to do so could lead to the termination of this program.

## Enclosure 24

### Letter of Understanding- Relief General Service Framework

1. There will be three General Service Reliefs in Fleet and Facilities;
2. Applications are accepted from the Operations Classification only. GS Reliefs are filled by department seniority within Operations. Top relief will be based on the ranking #1, #2, #3. (if #1 leaves, intent is that #2 would move to #1 slot, etc.) – regardless of department seniority);
3. If an employee re-applies, his/her previous time held in the Relief position will be recognized and impact the ranking accordingly.
4. Wage rate for time worked in Fleet & Facilities will be at the GS classification, per Schedule A;
5. If a Relief GS employee resigns from the position, he/she is not eligible to re-apply for the position for a period of two years;
6. Candidates selected will receive training within Fleet & Facilities (H&S, job task review, etc.) One week of training will be on days, and one week of work familiarization will be on the night/afternoon shift. During the training period, the wage rate is as per Schedule “A” for the GS Classification;
7. Upon successful completion of the training period Section 311 applies – with the exception that clothing and safety shoe allowance will be provided every two years;
8. An employee may only hold one formalized relief position at a time when in this role;
9. **Temporary** or **permanent** use of a relief will be pre-approved via the employer process (completion of vacation notice position form, approved by appropriate senior management);
10. The reliefs will commit to **temporary** openings arising from GS staff shortages, regardless of location site, shift and/or rotation;
11. 137.08.01 An employee appointed to a relief position will only be on the trial period as defined in 137.07.01 and 137.07.02 from the date the employee is appointed to the permanent position, and during the period such employee holds the relief position,

including this trial period, the employee shall have the right to revert to the employee’s former classification, giving sufficient notice for replacement, in the event the employee is dissatisfied with the new position and management also has the right to place the employee in the employee’s former classification should, solely in the opinion of management, the employee’s services in the new position be unsatisfactory;

12. GS Reliefs will sign for vacation in Transportation based on their Operator classification seniority (noting that during a temporary transfer if vacation time is available within Fleet & Facilities, on the Reliefs shift, within the rules and regulations of Fleet and Facilities, the employee can sign for same as long as there is an opening with Operations during the same period;
13. If a GS vacancy occurs:
  - a. 1st consideration will be given to all full-time GS employees within Fleet & Facilities
  - b. 2nd consideration will be given to employees that hold previous GS classification (i.e. outside of the department)
  - c. 3rd the remaining vacancy, once 1 and 2 are resolved, is offered to the GS Relief.
14. If a full-time GS vacancy occurs:
  - a. The GS senior relief will be allowed two refusals in filling the regular full-time positions. After two such refusals, the person will automatically revert back to the Operator classification only. Such person will not be allowed to re-apply for a Relief GS position for a period of two years following his/her second refusal.

## Enclosure 25

### Letter of Understanding- Concerning OHP Premium Payment Calculation

The amount of payment payable to each Unionized employee will be based upon the formula as set out in the income tax return forms. For greater clarity the net amount of taxable income to be used in calculating the payment will be:

- The employees' taxable earnings for the year based on the London Transit issued T4's; plus
- Any taxable payments made in a respective calendar year to an employee under London Transit's wage loss program (i.e. short and long term disability payments consistent with terms of the respective policy. London Transit will endeavour to obtain directly from the Insurer the amounts of wage loss earnings or, if not available, must be provided by the employee to London Transit by means of a copy of the T4A issued to the employee by the Insurer, noting that if this information is not provided by the employee in a timely manner the associated OHP amounts will be forfeit. The Union will be notified 30 days in advance of any such forfeiture; less
- Union dues and company pension contribution payments as per the London Transit payroll records

The payment is treated as taxable income and is subject to withholding amounts for Income Tax, Employment Insurance (EI), Canada Pension Plan (CPP). It will not be subject to OMERS contribution deductions.

The payment will be made on an annual basis, in arrears, with such payment being made as soon as is reasonable practicable after the issuance of the respect T4's and T4A's for the previous year.

The annual payments will continue as long as:

- OHP remains as currently defined and/or continues in force as determined by the Province of Ontario, and
- The employer is so obligated under the terms of the Collective Agreement.

The payment will apply to the following Unionized employees:

- Employees who are actively employed at the time of execution of this agreement;
- Employees who retired to an OMERS pension during the applicable period and had taxable income from London Transit as determined above; and
- Employees who left service (i.e. resigned or were terminated) will not be eligible for payment.

## **Enclosure 26**

### **Letter of Understanding - Day Shift Complement – Fleet & Facilities**

Through negotiations for the renewal of the Collective Agreement, the Parties agree to the following, noting that management's rights as set out in section 127 remain unaffected:

The employer agrees to provide for a consultation process with the Union whenever changes to the day shift complement are being contemplated. Through a meeting, the employer will notify the Union of the potential change(s) and rationale for the changes will be provided. The Union will be provided with a period of up to two weeks to review the changes and have further discussions with the employer about the changes. At the end of that period, management is free to take action in accordance with its rights under the Collective Agreement.

## **Enclosure 27**

### **Letter of Understanding- WSIB Matters**

The Parties agree that, in the event of WSIB claims and throughout any associated adjudication or appeals process, and in the event that the issue of the employee being "in the course of employment" arises, the Parties agree to communicate to the decision maker(s) the following position:

The amount or manner in which the employer pays, or the fact in certain circumstances does not pay for time spent travelling, should not be a factor in the decision as to whether or not an employee was in the course of employment at the time of injury.

## Enclosure 28

### Letter of Understanding - Human Rights, Mutual Respect and Harassment

The Parties recognize one another's policies on these matters. Specifically, the Commission has adopted both a Human Rights and a Mutual Respect Policy. ATU Canada has adopted a policy on No Harassment. ATU Local 741 has adopted a Harassment Policy Statement (bylaw).

These documents represent the intention of the Parties with a goal in each case of preventing harassment and discrimination in the workplace. Each of the three policies has a related procedure for dealing with allegations of violations. These procedures will be carried out in a way that reflects the Parties' commitment to achieve the noted goal. The Parties will display the policies on their respective bulletin boards and in communication to employees (including Managers/Union members).

On at least an annual basis through Union/Management Committee, the Parties will review the previous years' experience relating to harassment/discrimination investigations and outcomes and consider any opportunities to further the goal of the policies, including as applicable but not limited to training programs, investigation procedures, communication with the workforce, etc.

The Parties commit to updating their respective policies and procedures on a timely basis as may be required as the result of legislative change.

## Enclosure 29

### Letter of Understanding- Clarification Work Performed on Licensed Non-Revenue Vehicles

To assist in establishing guidelines for what work is completed in-house on licensed non-revenue vehicles the following list is provided. This list is not meant to be comprehensive or absolute. All work not listed would be completed by outside resources.

In-House Work (excludes all warranty or partial warranty or "policy" warranty considerations)

1. Engine oil changes (the exception may be for transmissions)
2. Chassis lubrication (where applicable)
3. Diagnostics except that which requires special tooling that London Transit does not already own.
4. Minor wiring or electrical repairs except that which requires special tooling that London Transit does not already own.
5. Replacement of light bulbs, light covers, windshield wipers, oil and air filters, plugs and wiring providing no additional special equipment or training is required.
6. Brake relines
7. Limited steering and suspension work that does not require special tools that London Transit does not already own. An assessment of the work required would first take place with a technician and F&F Management. The Union (Maintenance Rep or President) would be advised prior to the work being outsourced.
8. Where non-revenue vehicles are damaged to a significant extent (i.e. preliminary estimate of at least \$7,000 2013 baseline), both the body shop and a mechanic will be asked to estimate the repairs and comment on doing the repairs in-house. At management's discretion, a local repair shop will also be asked to quote. If the preliminary decision is reached by management to do the work outside, the Union will be advised in advance in order that the Union can discuss with the body shop and the mechanic, and if the Union wishes to discuss the matter further an opportunity to do so will be provided prior to sending the vehicle out.



### **Enclosure 30**

#### **Letter of Understanding – Fleet and Facilities Annual Weekend Rotations Sign-Ups**

When employees are asked to pick their weekend rotation, only one person with driving restrictions will be allowed to sign into the four person rotation. This will allow any and all road calls to be fulfilled in the event of employee absence.

### **Enclosure 31**

#### **Letter of Understanding – Fleet and Facilities at 450 Highbury/Mechanics Overtime**

Mechanics at 450 Highbury will be able to work from 6am to 2pm or 7am to 3pm from Monday to Saturday following the same sign-up rules that already exist at Highbury. Employees must elect their start time, when signing for overtime.

## Enclosure 32

## Notes

### Letter of Understanding – Benefits Peer Support (BPS)

The BPS is to be well-versed in all facets of LTC’s employee benefits program, including the Employee Assistance Programs. The BPS is to provide confidential and direct assistance and support to employees requesting same, for benefit claim submissions to the insurance carrier.

A designated Human Resources staff member will meet bi-weekly with the BPS for up to 1 hour to review issues and concerns brought forward to the BPS and where able, the Human Resources staff member will provide applicable updates from the insurance carrier relating to claims and administrative assistance (e.g. providing forms, faxing medical updates, etc.).

The BPS will only discuss issues and concerns where the affected employee has signed a consent to release the claim-related information, as maintaining confidentiality in the process is essential; this consent will be kept in the employee’s file.

The BPS will be provided necessary education/training by both the insurance carrier and Human Resources in all facets of benefit claim processes.

It is understood that any and all decisions regarding any type of claim remain with the insurance carrier.

Time paid for the bi-weekly meeting is paid at straight time at the Schedule A wage rate.

The Bargaining Unit Representative, will receive a monthly stipend, paid for by the employer, of \$400 per month as there will be no lost time for the BPS to conduct related tasks. The defined term of the BPS is consistent with the term of the Collective Agreement

There will be three Peer Supports in total;

- o EAP Peer Support,
- o EAP Substance Peer Support,
- o Benefits Peer Support

The selection process for all three Peer Supports will commence upon ratification.

## Notes

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