

# **COLLECTIVE AGREEMENT**

**Between**

**THE CORPORATION OF THE CITY OF CORNWALL**  
**(Hereinafter called "The City")**

**And**

**The Amalgamated Transit Union**  
**Local 946**  
**(Hereinafter called "The Union")**

**Effective: January 1, 2018**  
**Expires: December 31, 2022**

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**between**  
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**and**  
**DIVISION 946 AMALGAMATED TRANSIT UNION**  
**hereinafter called “The Union”**

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

- 1.1 The purpose of this agreement is to establish mutually satisfactory relations between the City and its employees, and to provide for adjustment of any disputes which may arise, and to establish and maintain satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this agreement.
- 1.2 Whenever the plural is used in this Agreement, it shall include the singular and vice versa, unless the context requires otherwise
- Whenever the female or male gender is used in the Agreement, it shall be considered to include both female and male, unless the context suggests otherwise.

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

- 2.01 The City recognizes the Union as the exclusive bargaining agent for its employees in the bargaining unit described as follows:

### **BARGAINING UNIT WORK**

The City agrees that any non-union employee shall not perform any revenue generating work. Only exception shall be in cases of instruction, investigation, inspection, emergency (when an operator is not immediately available) or assistance when requested by a Union member.

- 2.02 The City shall not bargain with or enter into an agreement with an employee or group of employees in the bargaining unit. No employee or group of employees in the bargaining unit shall undertake to represent the Union at meetings with the City without the proper authorization of the Union. In representing an employee or group of employees of the bargaining unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out, the Union shall supply the City with the names of its officers or appointed

representatives. Likewise, the City shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

2.03 **DISCRIMINATION**

The City and the Union agree that there shall be no discrimination or harassment against any employee for their membership or activity in the Union and all reasons contained in the Ontario Human Rights Code.

2.04 **UNION MEMBERSHIP**

No employee shall be discriminated against or discharged for their membership or participation in activities of the Union which are considered lawful under the labour laws of the Province of Ontario.

2.05 **CONTRACTING OUT**

In order to provide job security for members of Local 946 bargaining unit, the Employer agrees that it shall not contract out any work which is normally performed by the bargaining unit, if doing so would reduce the hours of work or pay of any full time employees in the bargaining unit.

2.06 **TEMPORARY SUPERVISOR**

The parties agree that employees replacing a temporary supervisor in a non-union position shall not hire, fire, discipline, or participate in the grievance procedure other than to act as a resource person.

Further, the employee shall pay union dues and assessments for the duration of the replacement period and continue to be a member in good standing of ATU Local 946.

**ARTICLE 3 - RELATIONSHIP**

3.01 All employees in the bargaining unit shall, as a condition of employment, become members in the Union upon completion of their training period.

3.02 The City agrees that all employees, after the completion of the training period, shall pay regular monthly dues, as established by the Union. Such dues and assessments shall be deducted from the employees' earnings for each pay. The City shall forward the amounts deducted to the Treasurer within ten (10) working days following the last deduction of the month. Local 946 of the Amalgamated Transit Union may establish an initiation fee. The City shall record on the T-4 slip of each employee, the actual amount of union dues and assessments deducted the previous year.

- 3.03 The Union shall advise the City, in writing, of the amount of said dues and shall absolve the City from any liability whatsoever arising from this Article.
- 3.04 The Union shall cooperate with the City in the matter of responsibility for their members of matters pertaining to poor workmanship, unsafe practices, slovenliness, unclean equipment and shall endeavour to prevent these conditions by advising and cautioning their members. In the event that the City reprimands a member, and an entry is added to a member's file for cause, the City agrees that the Union shall be supplied with a copy. When a disciplinary report on any member of Local 946 has been recorded in writing, a copy is to be given to the employee and one copy forwarded to the Union.
- 3.05 The City agrees to forward all correspondence concerning Union matters to the Secretary of the Union, with copies to the President.
- 3.06 As a condition of employment, all operators hired after January 1, 1990 must qualify for, and maintain, a valid Class "B" Driver's Licence.
- 3.07 An employee shall have the right to arrange an appointment to view their permanent personnel dossier during the normal office hours of the Human Resources Department. Such right may be exercised once in any given calendar year.
- The employee must acknowledge receipt by signing the file copy. By signing the file copy, the employee does not necessarily agree with the contents of the document.
- 3.08 Effective the date of signing, any current recorded disciplinary notice(s) on an employee's personnel file, shall be removed after a period of twenty-four (24) consecutive months from the date of the incident. Such period shall be extended by the equivalent of Leaves of Absence for any reason when such leaves of absence are greater than thirty (30) days.
- 3.09 After hiring an employee, he/she shall be introduced to the Union President or his/her designate during the training period.
- 3.10 **BULLETIN BOARD**  
The City shall provide bulletin boards in a mutually satisfactory location for use by the Union in posting notice of Union activities. All notices must be signed by an officer of the Union.
- 3.11 **CAMERAS**  
a)The Employer believes that the installation of surveillance cameras is a critical measure in improving the safety of our employees, customers, and protection of company property.

b) This Article shall confirm the Employer's intent that the use of surveillance cameras is for the public safety, crime prevention, and for protection of its employees and assets.

3.12 **SAFETY OF THE OPERATOR, PASSENGERS AND VEHICLE**

Final responsibility for the safety of the operator, passengers and/or the vehicle rests with the operator of the vehicle. Operators shall not endanger the safety of himself/herself, passengers or the vehicle by following directions or instructions that could jeopardize their safety or that violate the law.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The Union acknowledges that the City has and shall maintain the exclusive right to manage its business and direct its operation and manpower in all matters which are not specifically restricted by the terms of this agreement.

4.02 The Union further acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer and determine the required work force and further to discipline, suspend or discharge any employee for cause, subject to the employee's right to lodge a grievance in the manner and extent herein provided.

4.03 The Union acknowledges the City has the right to make and alter, from time to time, the rules and regulations to be observed by the employees, such rules and regulations shall not be inconsistent with the intent of this agreement. The City agrees to inform the Union, in writing, of changes in the rules and regulations before they are implemented.

**ARTICLE 5 - UNION COMMITTEE**

5.01 The City recognizes the right of the Union to appoint or select a Union Committee of any three (3) members, whose purpose shall be to deal with the City in all matters arising out of this agreement, including the processing of grievances. This Committee may be accompanied by a representative from the International Union or a Technical advisor.

5.02 The Union shall notify the Manager, in writing, of the names of the members of the executive and the above-mentioned committee.

- 5.03(a) It is understood that during working hours, neither the Union nor any members shall conduct Union activities, other than for the purpose of collective bargaining or the processing of grievances. In any event, an employee shall not leave his/her work without approval of the immediate supervisor and shall supply sufficient advance notice to permit any necessary change in work schedules. Based on this, an employee shall not suffer a loss of pay at regular rate while meeting with Management, except when the matter is before conciliation, mediation or arbitration.
- 5.03(b) The City shall pay the ATU Local 946, three (3) members their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee.  
Preparation time of the Union Negotiating Committee is not paid.
- 5.04 Leaves of Absence without pay for official Union business will be granted by the City upon written request of the Union. Such leave shall be dependent on and arranged so as not to interfere with Department operations. Such leave will not be withheld unjustly.
- 5.05 **UNION/MANAGEMENT MEETINGS**  
The City agrees to hold one (1) Union/Management meeting per month, if requested on a day mutually agreed upon by the parties. An International Vice-President and/or technical advisors may, at the request of the Union, participate in any meeting between the Union and the City.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **Clause 6.01 Part I**

Within the terms of this agreement, a grievance shall be defined as a difference arising between the Employee, the Union, or both and the Employer as to the interpretation, application, administration, or the alleged violation of the provisions of this agreement.

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the City in the manner provided in the grievance procedure.

A grievance shall define the article(s) of the Collective Agreement or past practice that has been violated. It is also understood that all applicable articles in this agreement relating to the grievance shall be included.



**Clause 6.01      Part II**

Complaint Stage                      Immediate Supervisor

It is understood that an Employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint. In discussing his/her complaint, the Employee may be accompanied by his/her steward. The Employee shall have seven (7) working days from the occurrence of the incident to lodge the complaint. In the case when an Employee is on a leave of absence, such as vacation, illness, pregnancy, union, etc., for a period not exceeding ten (10) working days, they shall have seven (7) working days from the date of their return to work to lodge the complaint. The Employer shall have one (1) working day in which to respond to the complaint. If the response is unsatisfactory, the Employee shall have two (2) working days in which to process the grievance to Step I. It is to be understood that any decision reached at the Complaint Stage of the Grievance Procedure is without precedent or prejudice.

**Clause 6.01      Part III**

All grievances shall be in writing on recognized grievance forms and all replies to all steps shall be in writing on original recognized grievance forms.

**Clause 6.01      Part IV                      Step I Division Manager**

The grievor or a member of the Union committee shall submit the written grievance to the Division Manager or designate who shall, within seven (7) working days from the receipt of the grievance, arrange a meeting and meet with the union officer, and or the grievor, and attempt to settle the grievance. The Division Manager or designate, shall respond within three (3) working days of the meeting.

**Clause 6.01      Part V                      Step II General Manager**

Grievances proceeding to Step II must be submitted to the General Manager by the Union or the grievor within seven (7) working days of the date of the Division Manager's response at Step I. The General Manager or designate shall, within five (5) working days of receipt of the written grievance, arrange a meeting with the Union committee, and or the grievor, and attempt to settle the grievance. The General Manager or designate shall respond within three (3) working days of the meeting.

**Clause 6.01**

**Part VI**

**Step III Chief Administrative Officer**

Grievances proceeding to Step III must be submitted by the Union or the grievor to the Human Resources Department within seven (7) working days of the date of the General Manager's response at Step II. The Human Resources Department shall within five (5) working days of receipt of the written grievance arrange a meeting and meet with the Union committee and or the grievor and attempt to settle the grievance. The Chief Administrative Officer, or designate shall respond within five (5) working days of the meeting. Failing settlement of the grievance at Step III, the matter may be referred to a Board of Arbitration or a single Arbitrator and shall be notified in writing to the other party within five (5) additional working days of the Chief Administrative Officer's response.

6.02

**POLICY GRIEVANCE**

Where a dispute involves a question of general application or interpretation of the collective agreement, a policy grievance may be filed at Step II of the Grievance Procedure.

**DISMISSAL OF EMPLOYEE**

Grievances dealing with the dismissal of an employee shall be initiated at Step II of the Grievance Procedure.

6.03

Only grievances that are submitted to above procedure within three (3) working days of the incident shall be considered by the Union and the City.

6.04

"Working days" in this and the following Arbitration Procedure articles shall mean all days normally worked, excluding Saturdays, Sundays, and recognized holidays.

6.05

**TIME LIMITS**

The time limits in both the grievance and the arbitration procedure are binding on both parties and may only be amended by mutual agreement, in writing, of both parties.

**ARTICLE 7 - ARBITRATION PROCEDURE**

7.01

The Board of Arbitration shall be composed of one member appointed by the City, one member appointed by the Union and a third member who shall be selected by the two appointed members and who will serve as Chairperson of the Board. The City and the Union shall, each within ten (10) working days from the date of the notice of Arbitration, appoint its member of the Board and shall give notice of such appointment to the other party.

- 7.02 Should the two appointees fail to agree on the third member within twenty (20) working days of their appointment, the Ministry of Labour will be requested by them to nominate a third person to act as Chairperson.
- 7.03 No individual shall be appointed to the Board who has had any direct involvement in the dispute.
- 7.04 The Board of Arbitration shall convene and render a decision as promptly as possible. The decision of the majority of the Board shall be final and binding on both parties.
- 7.05 The Board shall deal only with the matter in dispute and shall not have any authority to amend, add or delete any provisions of the agreement, or render a decision inconsistent with the terms of the agreement.
- 7.06 Each of the parties shall bear the expense of its appointee and shall equally share the expenses of the Chairperson.
- 7.07 **ARBITRATION BOARD**  
In cases of discharge or suspension, the Arbitrator or Arbitration Board shall be empowered to alter/modify penalties imposed as a result of disciplinary action.

## **ARTICLE 8 - HOURS OF WORK**

- 8.01 The standard work week over a scheduled period shall average forty (40) hours based on five (5) days within the period Monday to Saturday, inclusive. All regular runs, A.M. and P.M. shifts, shall not be extended beyond a nine and one quarter (9 1/4) hour period, including one (1) hour for lunch. All split or relief runs shall not be extended beyond a twelve (12) hour period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or as to days of work per week. The City and the Union agree to jointly study the existing spread time on split and relief runs. The City shall endeavour, at its discretion, to reduce the spread time on any run, wherever possible.
- 8.02 In the event that a seven (7) day operation is established, the City agrees to meet with the Union to review the necessary changes.
- 8.03(a) A posting for the selection of runs will be made as close as possible to every three (3) calendar months in the following manner: two (2) operators per designated day shall bid their selection, the employer shall post such designated days. On the day following the designated days, operators who have not bid or submitted a bid selection shall be assigned in the

following manner: i) work previously being performed; ii) similar work as assigned by the employer. Employees shall be allowed selection on the basis of seniority.

During the period of normal posting and operations, situations may occur that result in changes. Rebidding will be allowed in the event that such changes result in manpower reduction. In the event of the separation of employment of a regular operator, rebidding shall be allowed from the vacant position down, provided there are more than 30 or more calendar days remaining in the bid.

A regular operator on extended leaves of absence of three (3) weeks or more, excluding vacation, prior to the posting, shall bid at the normal time as specified in the contract.

When a regular operator on extended leave is off for two (2) complete bids, and has not notified Management of his/her intention to return to work, prior to the posting of the next and further bids, he/she shall be removed from the bid sheet and on his/her return, shall be placed at the bottom of the bid sheet for the remainder of the bid. The Operator's intention to return to work shall include a Physician's note certifying the date of return

During the normal operations between bids, regular employees who have bid spare board and regular laid off employees, shall be allowed to exercise seniority on the weekly spare board bid sheet. The weekly spare board bid sheet shall be posted on the bulletin board each Thursday a.m. and must be bid by Thursday at 4:00 p.m. There will be no changes to the bid after it is posted. Spare regular and laid off regular operators, who have not bid or submitted a bid, shall be assigned to the vacant runs at Management's discretion.

In the event that there are still vacant runs, Extra Board operators will be assigned to such runs, as provided for in the contract. The selection of runs shall be posted on the bulletin board on the last Monday of each of the following months, at which time a copy will be issued to the Union Executive.

March Bid posted by last Monday in January

June Bid posted by last Monday in April

September Bid posted by last Monday in July (September Bid shall commence the day after Labour Day)

December Bid posted by last Monday in October

The March Bid shall end eleven (11) weeks prior to Labour Day.

8.03(a) The Corporation shall notify split and relief operators of any change in their scheduled hours by 6:00 p.m. of the preceding day. If such notification is not made by 6:00 p.m. on the preceding day, operators shall receive an extra half time for such hours changed.

Spare board operators and all operators on relief days off working as spares shall be notified of their twelve (12) hour spread by 6:00 p.m. of the previous day. It shall be the responsibility of an operator who is on a day off for any reason, on the day before, to contact the supervisor by 6:00 p.m. concerning the spread to be worked the following day.

8.03(b) The Union shall be allowed two (2) full time spares on the quarterly bid sheet.

Effective with the first Driver's Quarterly Bid in 2015, there shall be no signed runs or spare board positions left vacant on the quarterly bid sheet. They shall be signed by full time operators only. The only exception shall be the prime time vacation period which is the eleven (11) weeks prior to Labour Day.

8.04 Transportation shall be provided to operators who commence their daily work prior to the start of daily transit service and to those operators who finish their day's work at the end of daily transit service. Transportation shall also be supplied to the corner of Pitt and Second, for those operators who finish at the garage when half-hour service is terminated.

It is agreed that upon normal retirement Cornwall Transit shall present to the operators, a life time bus pass.

8.05 Operators on Handi Transit can only be utilized in an emergency situation as decided by Management, to act as relief on any other runs.

It being understood the junior available Handi Transit Operator on duty will be first utilized.

## **ARTICLE 9 - WAGES**

9.01 The parties agree that during the terms of this agreement, the wages to be paid shall be according to Schedule "A" attached to and forming part of this agreement.

9.02 Wages shall be payable every week with the pay calculated to and including the preceding week, according to the present system of payment of wages.

- 9.03 Operators who volunteer shall be asked at least twenty-four (24) hours in advance. Instructional increase to be paid in the driver's next pay period. Operators who voluntarily agree to do authorized instructional duty shall receive their regular hourly rate plus an additional two (\$2.50) dollars per hour while so operating. New drivers shall receive vehicle familiarization instruction prior to going out on a regular run with an operator. If insufficient operators volunteer to provide training on all services, (Conventional, specialized, industrial, community, charters, etc.), administration shall be permitted to assign new operators to train on specific routes and operators must comply.
- 9.04 Operators who are required to work the regular p.m. shift shall receive a premium of fifty (50) cents per hour for those hours worked during that period.
- 9.04(a) Any Operator working four (4) hours or more on a run working 3:00 p.m. or later and who works until at least 10:00 p.m. of which at least one (1) hour is worked after 9:00 p.m., shall have those hours worked eligible for the shift premium as per 9.04.
- 9.05 Employees who work on Sunday performing charter work shall be paid two (2) times their regular hourly rate.
- 9.06 In lieu of rest breaks, the Employer agrees to pay the following annually: 11.5 hours times the operator's hourly rate and every year thereafter; To be paid on the last pay period in November.
- Money paid to operators in lieu of rest breaks shall be pro-rated in the following circumstances:
- a) Operators working less than six (6) months in a calendar year shall receive the pro-rated amount for time worked.
  - b) New Extra Board operators shall only be eligible from the start date to the end of the calendar year.
  - c) Extra Board operators shall receive a pro-rated amount if a layoff of forty-five (45) days or more occurs in the calendar year.

## **ARTICLE 10 - OVERTIME**

- 10.01(a) Overtime shall be at the rate of time and one-half (1 1/2) the regular rate for all time worked over the scheduled work day. For the purpose of this clause, overtime on regular runs shall mean an average of eight (8) hours per day. **Example:** If the first week is 7 ¾ hours per day and the second week is 8 ¼ hours per day for an eight hour average.
- 10.01(b) Overtime shall be paid at the rate of time and one-half (1 ½) the regular rate for all time worked over a twelve (12) hour spread.

10.01(c) An employee working on his/her scheduled day off shall be paid time and one-half (1 ½) the regular rate.

10.01(d) In the event that “over-the-road” operations become a reality, the parties agree to establish a rate of compensation.

10.02 In the event that an employee, after completing his/her scheduled work, and leaves his/her place of work, and is then contacted and requested to return to work with no prior notification, he/she will be paid a minimum of three (3) hours at straight time, or hours worked at time and one-half (1 1/2) whichever is greater.

10.03 Overtime shall be distributed among operators as follows, unless the value of such piece of work is one (1) hour and fifty-nine (59) minutes or less.

- 1) It shall be offered to operators on their day off in reverse order of overtime worked.
- 2) It shall then be offered to Extra Board operators on their day off in reverse order of overtime worked.
- 3) It shall be split at natural breaks and each piece of work will be offered to the most senior available operator.

Hours refused shall be considered as hours worked. If an operator declines work and indicates at that time they would not be available for the balance of the day, they would be charged a maximum of eight (8) hours. Union officers doing union work are to be marked unavailable. Operators who are called in with one (1) hour or less notification shall be paid from the time called.

10.04 When an employee who works a full eight (8) hour shift is requested to work overtime continuous with the start or end of the shift of three (3) hour minimum, such employee shall receive an \$8.00 meal allowance.

10.05 At the employee’s option, overtime may be:

- a) paid out at an overtime rate of time and one-half (1 ½) the regular rate;
- b) banked at a rate of one (1) hour worked equals time and one-half (1.5) hours banked. Banking of hours is capped at forty (40) hours per calendar year;
- c) All hours banked shall be used by August 31 of the following year and shall be scheduled by July 1 of the same year;
- d) All banked overtime not used by August 31 shall be paid out at the rate of time and one-half (1 ½);

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **11.01 BEREAVEMENT LEAVE**

On the occasion of the death of a spouse, including common-law spouse as defined herein, or child, an employee shall be granted four (4) consecutive working days leave with pay.

A common-law spouse shall be a person who is co-habiting with the employee for a period of not less than one (1) year, and provided the name of such common-law spouse was filed with the Employer for recognition as the employee's common-law spouse.

On the occasion of the death of a father, mother, brother, sister, father-in-law, mother-in-law, an employee shall be granted three (3) consecutive working days leave with pay.

On the occasion of the death of a grandparent, uncle, aunt, niece or nephew of the employee, the employee shall be granted one (1) working day's leave with pay.

On the occasion of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, a grandparent of the spouse, the employee shall be granted one working day's leave with pay.

In the event of cremation, or delayed interment, employees shall be granted the day of interment of the remains, provided the day is a regular scheduled work day.

### **11.02 JURY OR WITNESS DUTY**

Employees who are required to do jury duty or are subpoenaed as a witness to an incident that occurred while the Employee was on duty, shall be paid the same pay as they would have received had they been working at their regular employment. Reimbursement of employees' pay shall be forthcoming upon presentation of an original court receipt or other proof of attendance and any attendance fees received by the employee shall be turned over to the City.

### **11.03 PERSONAL LEAVE**

Upon request, the City, at its discretion, but not withheld unjustly, may grant a leave of absence, for other than medical reasons, without pay for any period up to three (3) months. Any employee taking employment for remuneration during the leave of absence shall be considered as having terminated his/her employment with the City. During any approved leave, all benefits including vacations, statutory holidays, etc. shall be suspended or adjusted on the basis of the period of leave. An employee shall have



the opportunity of continuing medical and insurance coverage provided the employee prearranges the payment to the City for the entire premium cost.

### **UNION BUSINESS LEAVE**

Employees elected or appointed to an office or position within the Amalgamated Transit Union, the Canadian Council, the Ontario Federation of Labour, or the Cornwall and District Labour Council, shall be granted a leave of absence without pay and benefits upon written application to the Manager of the Department for the period they are so acting. Upon their retirement from said office, they shall be given their former employment and seniority, provided they are qualified to fill said position at the time of their return.

### **DELEGATE**

Any two (2) employees who may be elected as a delegate to a convention of the Amalgamated Transit Union, the Canadian Council, the Cornwall and District Labour Council, the Canadian Labour Congress of Canada, or the Ontario Federation of Labour, shall, upon request to their respective manager, be granted a leave of absence without pay.

### **PREGNANCY/PARENTAL LEAVE**

Employees who become eligible for pregnancy/parental leave as defined in the Employment Standards Act, shall be provided such leave as outlined in the Employment Standards Act, and the Corporation's Policy.

11.04

### **LOSS OF DRIVER'S LICENSE**

Employees who lose their licence as a result of a conviction for DUI (Driving under the Influence) while driving a vehicle other than the City's shall be given a leave of absence without pay, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

11.05

Employees who lose their licence for reasons provided by the Motor Vehicle Registration's point system shall be given a leave of absence without pay, if requested by the employee, without loss of seniority, for the period of their suspension, on a one (1) time basis only. A second occurrence shall result in loss of employment.

11.06

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required licence restored in order to operate a Cornwall Transit vehicle. Ignition interlocks shall not be installed on Cornwall Transit vehicles.

11.07 If an employee loses his licence for a medical condition, benefits shall continue as long as they are on sick days or LTD.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority is defined as length of continuous service in the bargaining unit as a full-time employee of the City.

12.02 All new full time employees shall be on probation for a period of six (6) months of continuous service, such period shall be extended by the equivalent of leaves of absence for any reason. During the probation period, an employee may be released without recourse. After satisfactory completion of the probation period, the employee shall receive seniority status as of the date of hire.

12.03 A seniority list shall be maintained by the City and shall be posted on the bulletin board once per year.

12.04 An employee shall lose all seniority rights and employment with the City for any one of the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause and is not reinstated;
- c) A layoff for more than one (1) year for employees with less than three (3) years of service;
- d) A layoff for more than two (2) years for employees with more than three (3) years of service;
- e) Fails to return to work within fourteen (14) calendar days following a layoff, after being notified by Registered Mail;
- f) Failure to return from authorized leaves of absence without reasons acceptable to the City;
- g) Absent without leave for three (3) days or more, unless justifiable reasons are acceptable to the City for failing to notify.

12.05 In the event of layoff, for the period prescribed in this Article, seniority shall be retained, but shall not accumulate during the layoff.

### **12.06 RULES FOR SENIORITY**

- a) Seniority is an exclusive right and under the jurisdiction of Local 946 of the Amalgamated Transit Union.
- b) If the Union determines that an employee shall lose seniority for not being a member in good standing of Amalgamated Transit Union, Local 946, the City shall be notified in writing by the Union of the change and the intended impact on the employee's seniority rights.

- c) The City is not responsible for any decision made by the Union with regards to seniority rights.

12.07 **RESIGNATIONS**

An employee who resigns from employment with the City shall be entitled to withdraw his/her resignation within three (3) working days of having submitted the resignation. For the purpose of this clause, working days do not include Article 17, Recognized Holidays. This privilege shall only be allowed once per employee.

The parties agree that a resignation that is not withdrawn within this time frame shall be deemed to be a valid resignation and no grievance shall be filed with respect to such a matter.

**ARTICLE 13 - LAYOFFS AND RECALLS**

13.01 In the event of a layoff due to lack of work, employees shall be laid off in reverse order of their seniority. Employees recalled, subject to the Seniority Article, shall be returned in order of their seniority provided they are qualified and medically fit to perform the work.

13.02 The terms of the Employment Standards Act and the regulations shall apply for the purpose of notification in the event of layoff.

13.03 A laid off employee who desires to return to the services when work is available must keep the Manager informed of any change of address and phone number in order that he/she may be readily located.

**ARTICLE 14 – PROMOTIONS**

14.01 It is generally agreed that both parties recognize the principle of promotion within the bargaining unit. If an opening should occur within the bargaining unit that would result in a higher rate of regular pay the City shall post a notice on the bulletin board. This notice shall remain posted for a period of five (5) working days during which time employees may apply.

14.02 When a vacancy occurs at Cornwall Transit the most senior Extra Board Operator in the Amalgamated Transit Union Local 946 shall be accepted to fill the vacancy.

14.03 The selection of the successful applicant shall be based primarily on the skill, capability, experience, qualifications and physical ability to perform the job. Where all factors are equal, seniority shall govern.

14.04 Protection will be provided for members of A.T.U. Local Number 946 who apply for and receive a new position with another bargaining unit, or staff position, within the employment of the City of Cornwall. They will maintain

their seniority rights for the length of the probationary period of his/her new position to a maximum of three (3) months. While the employee is serving such probationary period, the following sentence of the collective agreement will not apply. Permanent vacancies shall be filled in accordance with the recall section of the collective agreement as soon as possible within a maximum of three (3) weeks.

14.05 **NEW POSITIONS**

On the creation of a new position not covered by this agreement, the City and the Union shall meet to negotiate the status of the position. If it is determined that the new position is in the bargaining unit, the union shall have the right to negotiate the wage rates for this new position. If no agreement is reached, the dispute shall be submitted to binding arbitration.

**ARTICLE 15 - MEDICAL EXAMINATIONS**

15.01 All new employees shall be required to pass a medical examination by a physician designated by the City.

15.02 Medical examinations may be required after an absence due to illness greater than ten (10) days. The examination shall be conducted by a physician designated by the City. Cost for the medical examination by the City physician shall be at the expense of the City.

15.03 An employee has the right to call for an examination by their own medical advisor. In the case the two doctors' reports disagree, they shall be asked to make a joint report or confer with a third doctor.

15.04 When a Medical examination is required for the purpose of maintaining an Employee's drivers licence, the cost of the Medical examination shall be paid by the City up to seventy-five (\$75.00) dollars, provided the City receives a receipt from a recognized Physician.

**ARTICLE 16 - VACATIONS**

16.01 Vacation entitlement, in any year, shall be based on the length of continuous service with the City in the calendar year ending December 31 of the current year.

16.02 A vacation week shall be defined as a calendar week commencing on a Monday for which an employee shall receive forty (40) hours pay.

16.03 Vacation pay for a week's vacation shall be based on an employee's straight time rate or 2% per week of the previous year's gross earnings,

less taxable benefits whichever is the greater.

- 16.04 Vacations shall be granted on the following basis:
- a) New employees shall, after the completion of twelve (12) months of service, be entitled to two (2) weeks of vacation.
  - b) Three (3) weeks vacation in the calendar year in which the employee will complete three (3) years of service.
  - c) Four (4) weeks vacation in the calendar year in which the employee will complete ten (10) years of service.
  - d) Five (5) weeks vacation in the calendar year in which the employee will complete seventeen (17) years of service.
  - e) Six (6) weeks vacation in the calendar year in which the employee will complete twenty-five (25) years of service.
- 16.05 Continuous service shall be broken in the event of leaves of absence without pay in excess of one (1) month, and illness or injury in excess of twelve (12) consecutive months. Vacation, in this case, shall be pro-rated to the length of active service during the preceding year.
- 16.06 An employee, whose service is terminated for just cause, shall receive vacation allowance according to the provisions of the Employment Standards Act.
- 16.07 Employees, who retire, voluntarily resign, or expire, shall be paid their vacation entitlement of that year, plus two (2%) percent per week of vacation of monies earned from January 1 of the current year until the termination date.
- 16.08 Vacations must be taken between January 1 and December 31 and shall not be accumulated. Requests for vacation period shall be determined on the basis of seniority and shall be granted dependent on the efficient operation of the department. A vacation schedule for the upcoming vacation period shall be posted along with the December bid sheet. Prime time shall be defined as the eleven (11) week period immediately proceeding Labour Day.
- Effective the year 2019, Five (5) employees shall be allowed off on vacation per week during the eleven (11) weeks of the summer bid. The Division Manager and the Union will mutually designate eleven (11) weeks throughout the year to allow three (3) operators per week to select vacation. These eleven (11) weeks shall not be scheduled in the month of

December.

All requests shall be considered by the Manager and the schedule shall be approved by December 1 of the current year. Any vacation entitlement not booked, will be finalized by October 15 of the vacation year. Any changes occurring during the vacation year will be posted and remain up for 48 hours and granted on seniority basis. Any further changes will be accommodated on a first come, first served basis. Any operator who fails to bid his entire vacation allotment by October 15 of the vacation year shall have any unused portion assigned at Management's discretion. Vacation bids shall have priority over all other leave. When operationally feasible, forty (40) hours of banked overtime can be booked consecutively only after an operator's vacation bank has been approved. Once leaves have been approved there shall be no changes unless by mutual consent.

## **ARTICLE 17 - RECOGNIZED HOLIDAYS**

17.01 The City recognizes the following Statutory Holidays:

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

### **CHRISTMAS EVE, NEW YEAR'S EVE**

- a) Operations shall cease at 6:15p.m. on Christmas Eve and New Year's Eve.
- b) Operators will receive four (4) of pay at straight time in addition to the hours worked on December 24 & 31, total hours are not to be less than Eight (8) hours of pay for each day.  
No Floaters and Lieu Days or banked overtime can be used on December 24<sup>th</sup> and December 31<sup>st</sup>.
- c) Should December 24 & 31 fall on Sunday or on Operators' regularly scheduled days off will, operators shall receive four (4) hours pay at straight time.

Other declared holidays by Federal, Provincial or Municipal Governments, will constitute a holiday for the purpose of this agreement.

Each employee shall be entitled to two (2) additional days off with pay. These days shall take the form of a Floating Holiday and shall be mutually arranged between the Manager or his/her designate and the employee. The booking of such days shall be in accordance with 17.07.

17.02 Employees with three (3) months or more of continuous service with the

City prior to a statutory holiday, and those that qualify according to this Article, shall be paid eight (8) hours at their straight time rate.

17.03 In order to qualify for pay, an employee must complete their scheduled work shift on the day immediately preceding and following the holiday, unless granted approval leave on either the day before or the day after, but not both. Holiday pay shall be allowed if the employee is absent before or after, but not before and after due to sick leave or injury. A medical report shall be required if the absence is before or after.

17.04 Employees who are scheduled or requested to work any of the above-mentioned days and who qualify, shall receive in addition to eight (8) hours pay, time and one-half for hours worked. In the event that an employee, who is scheduled and fails to report for and perform his/her work, he/she shall not be entitled to pay for the holiday.

17.05 It is understood that the hours of pay for holidays shall not be used in the calculation of overtime.

17.06 If a holiday mentioned should fall within an employee's vacation period, on a Sunday or regular scheduled day off, he/she shall be allowed an option of pay for such day at the rate of eight (8) hours x his/her regular rate in addition to his/her vacation pay or an alternate day off as mutually arranged between the Manager or his/her designate and the employee. It is the responsibility of the employee to notify the City of his/her intent to elect an alternate day off. The booking off shall be in accordance with 17.07.

In the event an employee is off work on Weekly Indemnity, and a recognized holiday as indicated above, falls on a Saturday or Sunday, such employee shall be paid eight (8) hours at straight time for such holiday. Such pay shall be added to the employee's regular pay following their return to work.

17.07 **FLOATERS, LIEU DAYS BANKED OVERTIME AND LEAVE REQUESTS**

1. A sign up board shall be available to select vacation allotments during the December Bid.
2. After the initial process of booking vacation in December, the booking of floaters, lieu days and banked overtime shall be granted by seniority. Any remaining floaters, lieu days, and banked overtime shall be granted on a first come, first served basis upon written request by the operator and submitted with a minimum notice of two (2) working days from the requested date and subject to operational requirements.

3. Lieu days earned in the month of December can be booked from October 1 to December 30<sup>th</sup>, excluding December 24<sup>th</sup>, of the same calendar year. All Floaters or Lieu Days not selected by December 1<sup>st</sup> shall be paid out.
4. (a) Granting of Floaters, Lieu Days and Banked Overtime after straight time replacement have been used, two overtime replacements shall be allowed per day.  
  
(b) No operator shall be required to work as a result of the granting of Floaters, Lieu Days or Banked Overtime.
5. Leave requests for personal reasons other than sickness shall be allowed providing the operator can be replaced at straight time.
6. Floaters, Lieu Days or Banked Overtime are not transferable between operators.

### **SELECTION OF EMPLOYEES TO WORK ON A PAID HOLIDAY**

- a) The City shall determine the number of operators required to work on a paid holiday to meet the service that the City decides to offer.
- b) Operators shall be asked to work in the following order:
  1. Employees who would be scheduled to work on that day, if it were not a paid holiday.
  2. The most senior operator who meets the above criteria shall be asked first if they would like to work and it shall continue down the seniority list until the required quota is met.
  3. If, after the preceding, the required quota has not been met, operators who would normally be off on that day, if it were not a paid holiday, shall be asked by seniority.
  4. If the quota is still not met, the extra board operators shall be required to work before full time employees.
  5. If after all the above operators have been asked to work and the quota has still not been met, operators who would normally work on that day if it were not a paid holiday, shall be required to fill the balance of the required quota in reverse order of seniority.
  - 6.



17.08

**BOOK OFFS OR LATE REPORTING**

Employee's booking off or reporting late, shall only lose pay for the actual time booked off or missed.

**ARTICLE 18 - BENEFIT PROGRAM**

18.01

The City shall provide the following benefit coverage for all permanent employees:

- a) Semi Private Hospitalization;
- b) Major Medical Plan - \$10.00 - \$20.00 deductible;  
Paramedical-annual: chiropractor-\$500 maximum, physiotherapy-\$500 maximum and massage therapy-\$500 maximum
- c) Pay Direct Drug Card;
- d) Weekly Indemnity – weekly benefit shall be seventy-five (75%) percent of the basic hourly rate, with a three (3) day waiting period in the event of illness or injury, maximum period of twenty-six (26) weeks of payment. In the event of an extended illness of a minimum of five (5) consecutive work days, the City will pay for the first three (3) days of the waiting period at the rate of seventy-five (75%) percent of the basic hourly rate providing an insurance claim form has been submitted for days four (4) and five (5);
- e) Long Term Disability - benefit of sixty-six and two thirds (66 2/3%) percent of regular salary per month. The waiting period will be twenty-six (26) weeks of Weekly Indemnity;
- f) Life Insurance - of no less than one and one-half (1 1/2) times annual salary, to a maximum of \$75,000.00 with accidental death and dismemberment benefits and a \$12,500.00 paid up policy at normal retirement. This paid up policy is to include a \$5,000.00 dependents provision for a spouse and \$2,500.00 for dependent children.
- g) A preventative dental plan supplied to other City employees. O.D.A. schedule of fees shall be set to reflect a one (1) year lag;
- h) Dental recall examinations every nine (9) months;
- i) Orthodontal coverage \$1,500.00 lifetime, maximum 50/50 benefit sharing;
- j) Dentures-75% coverage to a maximum of \$1,500 every five (5) years
- k) An eye care benefit, which includes contact lenses, to be added to the Major Medical Plan (b) above that will provide a maximum payment of \$325.00 (per person) every two (2) years.
- l) Those employees of A.T.U. 946 and their spouse who reach the minimum age of fifty-five (55) and who attain the eighty-five (85) factor or specified by the O.M.E.R.S. Pension Plan, also employees and their spouse who retire early without the eighty-five (85) factor shall have the benefits described in 18.01(a), (b), (c), (f), (g), (h), (i),

and (j) above maintained as per 18.02 below until sixty-five (65) years of age.

18.02 The premium cost of items (a) to (j) shall be fully paid by the employer.

The present Group Life Insurance Plan, or equivalent shall remain in effect and shall be available to all eligible employees.

For greater clarity, the benefits provided under this Article shall be as described in the Employee Booklets, as amended by the Parties, Amalgamated Transit Union Local 946 and The City of Cornwall.

18.03 In addition to the Canada Pension Plan, every employee shall join, as a condition of employment, the Ontario Municipal Employees' Retirement System (O.M.E.R.S.). The City and the employee shall make contributions in accordance with the provision of the plan.

18.04 In the event of an illness that requires payment from the insurance company and there is a delay in payment from the insurance company, a period of more than two (2) weeks, the City will advance an amount equal to one (1) week's payment from the insurance company for each week of delay thereafter.

When the first cheque is received, the employee shall endorse the cheque to the City and the amount of advance shall be deducted, with the balance going to the employee.

18.05 The City agrees to continue to provide the benefits outlined in 18.01(a), (b), (c), (f), (g), (h), (i) and (j) to full time employees with a minimum of ten (10) years service who are eligible to retire with an OMERS Pension and their spouse, until the sixty-fifth anniversary (65<sup>th</sup>) of the employee's birth.

18.06 **EMPLOYMENT INSURANCE REBATE**

The short-term sick leave plan shall be registered with Human Resources Development Canada. The employees' share of the Employer's employment insurance premium rebate will be retained by the City towards offsetting the cost of the benefit improvements contained in this Agreement.

**ARTICLE 19 – UNIFORMS**

19.01 Effective January 1, 2012, the City shall supply the necessary clothing and equipment required by new operators as soon as possible after their initial hire.

The initial issue shall be the following:

2 Pants	2 Shirts (or blouses)
1 Sweater	1 pair of Gloves
1 Summer Cap or Toque	1 Raincoat
1 Winter Coat	2 Golf Shirts

**Replacement:**

The year after the initial issue, employees shall commence the following Point System for the distribution of uniforms.

- a) Operators shall be allocated forty-four (44) points per year. Points have no cash value and shall be used only for the purpose of selecting clothing from the list contained herein. Points may be carried forward up to three (3) years. Year four (4) shall begin the cycle from forty-four (44) points. For the term of this agreement the next new cycle will begin in 2020.
- b) Operators may purchase at their discretion, clothing from the clothing list described below in accordance with the point value listed below.
- c) Points may be carried forward from one year to the next, but no borrowing in advance from future years will be allowed.
- d) Employees will be informed when the web portal opens to order clothing items. The Portal shall be available to order clothing as near as possible to the third week in January. Operators will have two (2) weeks to complete the ordering process. The annual issue shall be delivered to employees by May 1<sup>st</sup> of the current year. Timelines may be adjusted if electronic ordering is replacing by other ordering methods.

<u>ITEM</u>	<u>POINTS</u>
<b><u>Ladies Wear</u></b>	
Cargo pants	6
<b>Dress pants</b>	<b>5.5</b>
<b>Short sleeve blouses</b>	<b>2.5</b>
<b>Long sleeve blouses</b>	<b>3</b>
<b>Polo shirt</b>	<b>3</b>
<b>3 in 1 winter jacket</b>	<b>13</b>
<b><u>Men's Wear</u></b>	
Cargo pants	6
<b>Dress pants</b>	<b>5.5</b>

<b>Short sleeve blouses</b>	<b>2.5</b>
<b>Long sleeve blouses</b>	<b>3</b>
<b>Polo shirt</b>	<b>3</b>
<b>3 in 1 winter jacket</b>	<b>13</b>
<b><u>Unisex Items</u></b>	
<b><u>Sweaters</u></b>	
<b>Long sleeve</b>	<b>5</b>
<b>Short sleeve</b>	<b>4.5</b>
<b>Cardigan</b>	<b>5.5</b>
<b>Raincoats</b>	<b>5.5</b>
<b><u>Accessories</u></b>	
<b>Gloves black leather</b>	<b>3.5</b>
<b>Gloves black leather (straps)</b>	<b>2.5</b>
<b>Ball cap</b>	<b>1</b>
<b>Ball cap- full back</b>	<b>2</b>
<b>Toque</b>	<b>1.5</b>
<b>Mock turtle neck</b>	<b>.5</b>
<b>Ties</b>	<b>.5</b>

The above point system is sufficient to maintain the high standard dress code described in the Operator's Manual. It shall be the Operator's responsibility to maintain his/her uniform at that standard.

It will be the responsibility of each Transit Supervisor to ensure the maintenance of proper dress standards on his/her shift and they shall have the right to order the use of points by an operator(s) who are not maintaining the required dress standards as outlined in the policy.

**Maternity Clothing**

A maternity issue is available utilizing the above-mentioned point system.

**Discontinued Clothing Items**

Items of clothing that are no longer considered current will be phased-out in a timely fashion and discussed with the Clothing Committee.

19.02

**Operator's Uniform**

An operator must report for duty in accordance with department uniform and dress policy. Operators while in uniform, shall at all times conduct themselves in a manner that shall not bring disfavour upon themselves or the City of Cornwall.

19.03      **SAFETY FOOTWEAR**

The City shall provide to each employee on the second pay date in March, one hundred and ten dollars (\$110.00) allowance for the purpose of purchasing safety footwear. The allowance shall be a non taxable benefit. All footwear shall be black in colour.

19.04      **UNIFORM COMMITTEE**

The parties agree to the formulation of a clothing committee consisting of one (1) female operator and one (1) male operator representing the Union, one (1) person representing Management, and one (1) person from the Purchasing Department. Upon request of the Union or Management, the committee shall meet to discuss issues concerning clothing. The clothing committee shall, after discussion, and upon reaching a consensus of opinion, make recommendation to the Manager. Final disposition of the recommendations shall be at the discretion of the Manager.

19.05      Uniforms of operators that have been damaged or soiled as a result of work shall be cleaned and/or repaired at the expense of the Employer.

**ARTICLE 20 - NO STRIKE OR LOCKOUT**

20.01      During the term of this agreement and in view of the orderly procedure for settling grievances, the Union agrees that there will be no strike, slowdown or curtailment of work which would interfere in any way with the normal operation of City Transit System. The City agrees that there will be no lockout.

20.02      Should any illegal, individual or group stoppage occur, the City and the Union agree that the matter shall not be discussed until the individual or group participating in the stoppage return to work.

**ARTICLE 21 - LETTERS OF UNDERSTANDING**

21.01      Letters of Understanding shall form part of the Collective Agreement.

**ARTICLE 22- ERRORS AND OMISSIONS**

Any errors and/or omissions in the new collective agreement transferred from the existing collective agreement where there were no changes made during bargaining, shall be corrected immediately.

IN WITNESS HEREOF the parties hereto have caused this agreement to be executed by the signing of their duly authorized officers.

On this                      day of                      , 2018.

FOR THE DIVISION LOCAL 946  
AMALGAMATED TRANSIT UNION

FOR THE CORPORATION OF  
THE CITY OF CORNWALL



President

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Mayor



Secretary

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Clerk

**SCHEDULE "A"**  
**WAGES**

The following hourly rates shall be effective on the date of signing of this contract and shall remain in effect during the life of this agreement.

<b><u>EFFECTIVE</u></b>	<b><u>CLASS</u></b>	<b><u>START</u></b>	<b><u>AFTER 6 MTHS.</u></b>	<b><u>AFTER 1 YR</u></b>
Jan. 1, 2018	Operator	\$20.23	\$20.99	\$24.34
Jan. 1, 2019		\$20.55	\$21.33	\$24.73
Jan. 1, 2020		\$20.88	\$21.67	\$25.13
Jan. 1, 2021		\$21.25	\$22.05	\$25.57
Jan. 1, 2022		\$21.62	\$22.44	\$26.02

**SCHEDULE "B"**  
**EXTRA BOARD OPERATORS**

- a) Extra Board Operators are defined as employees who are employed, without any guarantee of hours but as required, to replace regular operators who are temporarily absent from work for any reason.

Extra Board Operators can also be assigned to cover any work prior to such work being offered as overtime to regular operators. They shall not, however, be employed on an overtime basis except in accordance with Article 10.03.

Extra Board Operators shall not work over forty (40) hours in any given week until all regular operators have been canvassed for overtime in accordance with overtime distribution regulations.

In any event, Extra Board Operators shall receive one and a half (1 ½) times their hourly rate for all hours worked in excess of forty (40) hours pay, per week.

As a condition of ongoing employment, all Extra Board Operators shall make themselves available to work up to forty (40) hours per week.

- b) Effective with the ratification of this agreement on April 23, 2018 the City shall employ no more than nine (9) Extra Board Operators.

The Employer recognizes this change by the Union as an increase of Extra Board Operators.

- c) Extra Board Operators shall be assigned work after Spare Board Operators, have been detailed their work.

Extra Board Operators shall be assigned work prior to summer relief operators, as defined in Schedule "C", when summer relief operators are working in prime time only.

- d) Extra Board Operators are covered by all of the provisions of the collective agreement with the following exceptions:

**ARTICLE 9 – WAGES**

Extra Board Operators shall be entitled to the wages as outlined in the Collective Agreement as per Schedule "A".

Spread times for Extra Board Operators shall not exceed a maximum of twelve (12)



hours. (Report time to finishing time.)

All Extra Board Operators who are called into work shall be paid a minimum two (2) hours at straight time for the initial call-in within a twelve (12) hour spread. All other call-ins during that twelve (12) hour spread are subject to a one (1) hour minimum.

### **ARTICLE 11 – LEAVES OF ABSENCE**

Extra Board Operators are covered by Sub Article 11.01, 11.02 and 11.03 provided they have completed ten (10) working days of employment.

Extra Board Operators are not covered by Sub Article 11.04 and 17.06.

### **ARTICLE 12 – SENIORITY**

Extra Board Operators are on probation during their entire period of employment, and as such, do not accumulate seniority, and are employed at will. When appointed to a permanent position, as per Article 14.02, an Extra Board Operator shall have his/her seniority date be the earliest date of continuous service. Continuous service, for the purpose of this clause only, shall not be deemed interrupted in the event of a layoff of less than forty-five (45) days.

### **ARTICLE 13 – LAYOFFS AND RECALLS**

Extra Board Operators are not covered by Article 13 of the collective agreement, but subject to assessment and appraisal at the time of layoff, the longest serving laid off Extra Board operator shall be recalled when required.

### **ARTICLE 16 – VACATIONS**

Extra Board Operators shall be entitled to vacation allowance at the rate of four (4%) per cent of earnings, and shall be paid on a weekly basis.

It is understood that where Extra Board Operators have been made permanent and have received any portion of his/her vacation pay prior to being made permanent, such employee shall not be entitled to paid vacation time for that portion thereof.

### **ARTICLE 17 – RECOGNIZED HOLIDAYS**

Extra Board Operators who qualify for floater holidays shall not be allowed to bank them but shall be paid, pro-rated, for those days in the first pay period in December of each year.

### **ARTICLE 18 – BENEFIT PROGRAM**

The provisions of Article 18.01 provide benefit coverage for full time employees only. However, after employment of six (6) months of continuous service, the value of the provided benefit plans shall be converted to an hourly basis (\$1.60 per hour for all hours worked) and applied to the hourly rate of pay for Extra Board Operators as per Schedule "A".

All Extra Board Operators shall be allowed to enroll in the same group plan as regular operators where eligible, with the exception of STD and LTD.

The cost of the premiums for the group plan shall be 100% paid by the Extra Board Operator.

## **ARTICLE 19 – UNIFORMS**

Extra Board Operators shall be supplied with the appropriate uniform as per article 19.01

### **SCHEDULE "C"**

#### **SUMMER RELIEF OPERATORS:**

Summer Relief Operators are hired for the eleven (11) week prime time summer vacation period only and are responsible for purchasing their own uniform as directed by Management.

Prime time vacation period is the period eleven (11) weeks directly prior to the Labour Day Weekend.

During prime time vacation period, Summer Relief Operators shall be hired in order to permit a maximum of five (5) regular operators per week to book vacation.

Summer Relief Operators may apply to the city to become an Extra Board operator. They shall be hired at the discretion of Management.

Summer Relief Operators shall be paid as per Schedule "A" in this agreement.

Summer Relief Operators shall be assigned work after Spare Board and Extra Board Operators have been detailed their work.

Summer Relief Operators shall not be entitled to any benefits of regular Operators.

Summer Relief Operators shall not be entitled to purchase benefits as an Extra Board Operator.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 946

The parties agree to the following conditions as it relates to article 2.06 Temporary supervisors:

Temporary Supervisors performing duties outside the bargaining unit shall not participate in any union functions while continuing to pay union dues.

Signed this                      day of                      , 2018

FOR THE UNION

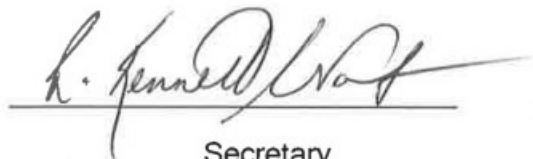
FOR THE CORPORATION



President

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Mayor



Secretary

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Clerk

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

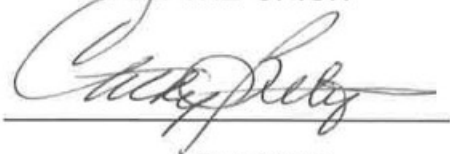
THE AMALGAMATED TRANSIT UNION, LOCAL 946

The purpose of this letter of agreement is to clarify the conflict between articles 9.05 and Schedule "B" of the collective agreement.

For charter purposes, it is understood that Extra Board Operators can work on Sunday at straight time. In the event double time is offered it shall be offered to full time operators before extra board operators. Overtime shall be paid to extra board operators in accordance with article 10, Overtime.

Signed this                      day of                      , 2018

FOR THE UNION



President

FOR THE CORPORATION



Mayor



Secretary



Clerk

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF CORNWALL

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 946

The purpose of this letter of agreement is to phase out the handling of cash and Handi-Transit tickets that are currently handled by Bus Operators. This practice will be discussed within sixty (60) days of ratification at Labour/Management Meetings.

Signed this                      day of                      , 2018

FOR THE UNION

FOR THE CORPORATION



President

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Mayor



Secretary

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Clerk