

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL #966**

**FROM: July 1, 2017**

**TO: June 30, 2020**

## INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Accident Review	21	<u>20</u>
Appointments	14	<u>8</u>
Disabled Employees		<u>8</u>
Filling a Management Position		<u>9</u>
Transfers		<u>9</u>
Arbitration	10	<u>6</u>
Expenses of Arbitrator		<u>7</u>
Mediation		<u>7</u>
Time Limits		<u>7</u>
Automation and Technological Change	26	<u>22</u>
Benefits	19	<u>14</u>
Chiropractic Care		<u>14</u>
Dental Plan		<u>14</u>
Extended Health Care		<u>15</u>
Deductible		<u>15</u>
Group Life Insurance		<u>15</u>
Semi-Private		<u>15</u>
Vision Care		<u>15</u>
Bereavement Leave	17	<u>13</u>
Pallbearer Leave		<u>13</u>
Funeral Leave		<u>13</u>
Definitions	2	<u>1</u>
Discharge and Discipline Cases	22	<u>20</u>
Access to Personal File		<u>21</u>
Duration of Agreement	28	<u>23</u>
Grievance Procedure	9	<u>4</u>
Hours of Work, Statutory Holidays, Seniority and Wage Rates	23	<u>21</u>
Job Security	25	<u>22</u>
Contracting Out		<u>22</u>
Lay-off		<u>22</u>

INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Jury and Witness	18	<a href="#"><u>13</u></a>
Payment for Jury and Witness Duty		<a href="#"><u>13</u></a>
Release from Jury or Witness Duty		<a href="#"><u>14</u></a>
Layoffs and Rehires	27	<a href="#"><u>22</u></a>
Leave of Absence	8	<a href="#"><u>3</u></a>
Conventions and/or Seminars		<a href="#"><u>4</u></a>
Temporary Loss of License		<a href="#"><u>4</u></a>
Maternity Leave		<a href="#"><u>4</u></a>
Union Leave		<a href="#"><u>4</u></a>
Letters of Understanding		
Assignment of Statutory Holiday Hours for Regular Operators and Spareboard Operators		<a href="#"><u>59</u></a>
Excess Hours of Work		<a href="#"><u>70</u></a>
Part-time Operator – Specialized Transit		<a href="#"><u>62</u></a>
Relief Operators		<a href="#"><u>56</u></a>
Surveillance Cameras on Buses		<a href="#"><u>61</u></a>
Transit Operator Tardiness		<a href="#"><u>54</u></a>
Management Rights	11	<a href="#"><u>7</u></a>
Medical, Hospital, Dental & Group Life Insurance Plans	19	<a href="#"><u>14</u></a>
Mutually Agreed Changes	29	<a href="#"><u>23</u></a>
No Discrimination	4	<a href="#"><u>3</u></a>
Payment of Wages	12	<a href="#"><u>7</u></a>
Probationary Period	5	<a href="#"><u>3</u></a>
Purpose	1	<a href="#"><u>1</u></a>
Schedule “A” - Operators – Conventional Rates		<a href="#"><u>64</u></a>
Schedule “B” - Building & Equipment Maintenance Employees Rates		<a href="#"><u>65</u></a>
Schedules “A”, “B” and “C” - Student Rates		<a href="#"><u>68</u></a>

INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Schedule “C” Operators – Specialized Rates		<a href="#"><u>47</u></a>
Seniority	6	<a href="#"><u>3</u></a>
Sick Leave	15	<a href="#"><u>10</u></a>
Casual Sick Days		<a href="#"><u>11</u></a>
Pay Out of Sick Leave		11
Pre-Retirement Leave		<a href="#"><u>11</u></a>
Proof of Illness		<a href="#"><u>12</u></a>
Long Term Disability (LTD)		<a href="#"><u>12</u></a>
Short Term Disability (STD)		<a href="#"><u>12</u></a>
Payment of Compulsory Medical Examinations		<a href="#"><u>12</u></a>
Training	24	<a href="#"><u>21</u></a>
Transportation	13	<a href="#"><u>7</u></a>
Union Dues Check-Off	7	<a href="#"><u>3</u></a>
Union Recognition	3	<a href="#"><u>2</u></a>
Vacation with Pay	20	<a href="#"><u>16</u></a>
Additional Days		<a href="#"><u>16</u></a>
Calculation of Vacation		<a href="#"><u>16</u></a>
Sick Leave, Statutory Holidays during Vacation Period		<a href="#"><u>18</u></a>
STD/LTD/WSIB		<a href="#"><u>18</u></a>
Vacation Period		<a href="#"><u>19</u></a>
Vacation Pro-ration		<a href="#"><u>19</u></a>
Workers’ Compensation	16	<a href="#"><u>12</u></a>
Schedule “A” – Operators – Conventional		<a href="#"><u>25</u></a>
Equipment	41	<a href="#"><u>32</u></a>
Exchange of Duties	31	<a href="#"><u>25</u></a>
Guarantee	40	<a href="#"><u>32</u></a>
Hours of Work	30	<a href="#"><u>25</u></a>
Operators		<a href="#"><u>25</u></a>

INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Overtime	35	<a href="#"><u>28</u></a>
Premium for Instructors	37	<a href="#"><u>29</u></a>
Regular Days Off	33	<a href="#"><u>27</u></a>
Reporting Time	39	<a href="#"><u>31</u></a>
Sign-up Seniority	38	<a href="#"><u>29</u></a>
Spread Time	34	<a href="#"><u>28</u></a>
Statutory Holidays	32	<a href="#"><u>26</u></a>
Employees on STD/LTD or WSIB		<a href="#"><u>27</u></a>
Entitlement for Holiday Pay		<a href="#"><u>27</u></a>
Rate of Pay for Holiday		<a href="#"><u>27</u></a>
Time for Spare or Extras	36	<a href="#"><u>29</u></a>
Uniforms	42	<a href="#"><u>32</u></a>
Spareboard Agreement	43	<a href="#"><u>35</u></a>
Schedule “B” - Building and Equipment Maintenance		<a href="#"><u>37</u></a>
Hours of Work	44	<a href="#"><u>37</u></a>
Meal break	44	<a href="#"><u>37</u></a>
Overtime and Sunday Work	46	<a href="#"><u>41</u></a>
Call-Out		<a href="#"><u>41</u></a>
Meal Allowance		<a href="#"><u>42</u></a>
Rate		<a href="#"><u>42</u></a>
Protective Clothing	49	<a href="#"><u>44</u></a>
Safety Shoes	51	<a href="#"><u>46</u></a>
Schedule B – General	48	<a href="#"><u>42</u></a>
Short-term “Temporary” Vacancies/Transit Service Technician “A”		<a href="#"><u>42</u></a>

INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Full-time “Temporary” Service Technician “A”		<a href="#">43</a>
Truck and Coach/Automotive Technician /Auto Body & Collision Damage Repairer/Tireman		<a href="#">43</a>
Battery Technician/Lubricator Vacancies		<a href="#">43</a>
Full-time “Temporary” Storekeeper I and II		<a href="#">44</a>
Extended Hours of Work for Transit Service Crew	44	<a href="#">37</a>
Shift Differential	47	<a href="#">78</a>
Statutory Holidays and Regular Days Off	45	<a href="#">40</a>
Employees on STD/LTD, WSIB		<a href="#">40</a>
Entitlement for Holiday Pay		<a href="#">40</a>
Holiday Falling on an Employee’s Scheduled Day Off		<a href="#">40</a>
Holiday Falling on a Saturday or Sunday		<a href="#">41</a>
Lieu Time for Work on a Holiday		<a href="#">41</a>
Pay for Work on a Holiday		<a href="#">41</a>
Service Technicians		<a href="#">41</a>
Shift Workers		<a href="#">41</a>
Tool Allowance	50	<a href="#">46</a>
Wages	52	<a href="#">46</a>
Schedule “C” – Operators – Specialized		<a href="#">47</a>
Hours of Work	53	<a href="#">47</a>
Exchanges of Duty and Shift Give Away	54	<a href="#">47</a>
Statutory Holidays	55	<a href="#">48</a>
Overtime	56	<a href="#">49</a>
Premium for Instructors	57	<a href="#">49</a>
Sign-up Seniority	58	<a href="#">49</a>

## INDEX

	<u>ARTICLE</u>	<u>PAGE NO.</u>
Reporting Time	59	<a href="#">50</a>
Guarantee	60	<a href="#">51</a>
Equipment	61	<a href="#">51</a>
Uniforms	62	<a href="#">51</a>

THIS AGREEMENT made this 10th day of September, A.D., 2018  
BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

hereinafter called the "Corporation"

OF THE FIRST PART

- AND -

THE AMALGAMATED TRANSIT UNION, LOCAL #966

hereinafter called the "Union"

OF THE SECOND PART

WITNESSETH that the Corporation and the Union covenant and agree with the other as follows:

**Article 1 - Purpose**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees; to define working conditions and wages of employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

**Article 2 - Definitions**

2.01 "City Manager" and "Chief Administrative Officer" shall be interchangeable and mean the head of the municipal administration of the Corporation.

"Classification" shall mean the positions listed in Schedules "A", "B" and "C".

"Employee" shall mean an employee coming within the bargaining unit described in Article 3.

"General Manager" shall mean the head of the Community Services Department or the Corporate Services and Long Term Care Department, of the Corporation, or their designate.

"Manager" shall mean the Transit Manager, or in the case of equipment maintenance personnel occupying the positions set forth in Schedule "B" attached hereto, the Manager of Fleet Services or the Manager of Supply Management, or their designate.

"Student" shall mean a person who is employed sometime during the period April 15th to September 15th and who is a full-time student at a school, college, university or other educational institution prior to becoming employed by the Corporation, and who demonstrates to the Corporation an intent to return to school on a full-time basis at the end of the vacation period. Student employees shall not accumulate seniority, service or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 15th.



**Article 2 – Definitions – Cont’d**

“Supervisor - Equipment” or “Supervisor Supply Management” shall mean the Supervisor of personnel occupying the positions set forth in Schedule “B” attached hereto.

“Supervisor - Operations” or “Transit Controller” shall mean the Supervisor of operating personnel occupying the positions set forth in Schedule “A” and “C” attached hereto.

- 2.02 The gender clause shall mean that where for the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice versa as applicable.

**Article 3 - Union Recognition**

- 3.01 The Corporation recognizes the Amalgamated Transit Union, Local #966, as the sole and exclusive bargaining agent for those employees occupying the positions or job classifications set forth in Schedules "A", "B", and "C" attached hereto, and forming part of this Agreement.

**Article 3 - Union Recognition – Cont’d**

- 3.02 Employees covered by this Agreement will maintain membership in good standing in Amalgamated Transit Union, Local #966. New employees, with the exception of temporary student help, will become members of the Union upon commencement of employment.

- 3.03 The Corporation will recognize a Union Negotiating Committee of not more than five (5) members, with a minimum of one (1) maintenance person and one (1) Operator-Specialized Transit to be part of the committee plus an International Representative. The Corporation will pay the Union Committee as per Clause 8.02 of the Collective Agreement while in the process of re-negotiating a Collective Agreement.

The Corporation's Negotiating Committee will be limited to six (6) persons except during Conciliation and/or Mediation.

- 3.04 The Corporation acknowledges the right of the Union to appoint Shop Stewards together with alternate Shop Stewards. Provided there is no disruption to normal scheduling, a Union Executive member will be allowed paid time off at straight time, up to a maximum of one-half (1/2) hour, during regular office hours to attend at orientation to provide and acquaint new employees to the Collective Agreement, working conditions and Union responsibilities. The Supervisor will co-ordinate the timing of such meeting with the Union Executive member to ensure no disruption to operations.

**Article 4 - No Discrimination**

4.01 The Management does not object to any employee being a member of this Union, and will not discriminate against any employee because of his connection with the same.

**Article 5 - Probationary Period**

5.01 All new employees hired into positions falling under the jurisdiction of the ATU bargaining unit will be on probation for a period of fifteen hundred and sixty (1560) hours worked or nine (9) months, whichever is the later, during which time the employee may be discharged for unsuitability. It is understood that such discharge may be processed through the grievance procedure.

During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Corporation. It is agreed that the employee will have Union representation should the evaluation be deemed unsatisfactory.

After satisfactory completion of the probationary period, seniority will be effective from the original date of employment. A copy of each evaluation will be forwarded to the Union within fourteen (14) days, for record purposes.

**Article 6 – Seniority**

6.01 The seniority list will be compiled such that each individual employee will be placed in accordance with his first day of hire.

**Article 7- Union Dues Check-Off**

7.01 The Corporation agrees to the check-off of all Union dues, initiation fees and assessments levied by the Union and will deduct from the wages all such dues, initiation fees and assessments from all employees covered by this Agreement and remit same to the Union Financial Secretary, together with a current master list of members' names and deductions. New employees, and those defined as temporary student help, on becoming employed by the Division will be subject to the provisions of this Article upon commencement of employment.

**Article 8 - Leave of Absence**

8.01 Reasonable Leave of Absence may be granted to any employee without remuneration provided such leave can be arranged without additional cost to the Corporation, and a request in writing for such Leave of Absence is provided to the Corporation at least fourteen (14) calendar days prior to the proposed date of commencement of the Leave of Absence unless the employee could not reasonably have known of this requirement for a Leave within this time limit. If approved, notice in writing of such Leave of Absence will be given to the Union forthwith. Any employee engaged in any occupation for gain during his leave of absence will be terminated, unless permission for engaging in such occupation for gain has been given to the

## **Article 8 - Leave of Absence – Cont'd**

employee on a basis mutually agreeable to the employee, the Union and the Manager.

- 8.02 Any representative of the Union, who is in the employ of the Employer will, while attending meetings with the Employer held within working hours, does so without loss of remuneration from the Employer.
- 8.03 Any employee who is delegated to represent the Union at a Conference, seminar or other Union business, will be granted reasonable time off from his duties, with pay, in order to fulfill his mission, and the application of such an employee for leave of absence will be given preference over applications from other employees for leave of absence. It is further agreed that the Corporation will bill the Union for this time plus administration charges.
- 8.04 The Corporation will grant a leave of absence, with pay, up to a total of ten (10) days per calendar year, to the Union to allow members of the Executive to attend Conventions and/or Seminars.
- 8.05 An employee who is elected or appointed to an office within the Union may, upon application in writing to the Department Head, be granted a Leave of Absence without pay up to a maximum of one (1) year duration. Upon similar applications within the period of such Leave, an extension thereof upon similar terms may be granted.
- 8.06 The Corporation will grant a leave of absence, without pay, in the case of the first loss of licence by an employee. This leave shall be without pay and benefits and shall continue until the employee's licence is unconditionally reinstated, or for thirty (30) months duration, whichever comes first. In the case of the second or subsequent impaired driving conviction of one year, immediate termination will result.
- 8.07 The Corporation agrees to administer Pregnancy and Parental Leave as per the current provisions of the Employment Standards Act of Ontario.

## **Article 9 - Grievance Procedure**

- 9.01 The Employer and the Union agree that every effort shall be made to settle a complaint or a question concerning the interpretation, application, administration or alleged violation of the collective agreement through informal discussions between the employee and the employee's immediate non-union supervisor. It is understood that no issue shall become the subject of a grievance unless the employee has first attempted to resolve the issue with the Supervisor or Controller.
- A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. An earnest effort shall be made to settle all grievances fairly and promptly in accordance with the following procedures:

## **Article 9 - Grievance Procedure – Cont'd**

### **Step No. 1**

The aggrieved employee(s) will submit the grievance to his Union Representative. If the Union Representative in consultation with the Grievance Committee considers the grievance to be justified, he will submit a written statement of the particulars of the grievance and the redress sought to the employee's appropriate non-union Supervisor. The non-union Supervisor shall not consider a grievance where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the non-union Supervisor's receipt of the grievance. The non-union Supervisor will render a decision within seven (7) full working days after hearing the grievance. At each step of the grievance procedure, where a meeting is required, the grievor, if he so chooses, shall be entitled to be present along with his Union Representative.

### **Step No. 2**

Failing satisfactory settlement at Step 1, up to two (2) Union Representatives, per grievance, will submit to the Manager or his designate within seven (7) full working days following the Step 1 decision, a written statement of the particulars of the grievance and the redress sought. The Manager or his designate shall hear the grievance within fifteen (15) full working days and shall render his decision seven (7) full working days after hearing the grievance. At the Manager's discretion, a meeting may or may not be required with the grievor and the Union Representatives.

### **Step No. 3**

Failing satisfactory settlement at Step No. 2, up to two (2) Union Representatives, per grievance, will submit to the General Manager or his designate within seven (7) full working days following the Step 2 decision, a written statement of the particulars of the grievance and the redress sought. The General Manager or his designate shall hear the grievance within twenty-five (25) full working days and shall render his decision seven (7) full working days after hearing the grievance. At the General Manager's discretion, a meeting may or may not be required with the grievor and the Union Representatives.

### **Step No. 4**

Failing satisfactory settlement at Step No. 3, up to two (2) Union Representatives, per grievance, shall within seven (7) full working days following the Step 3 decision submit the grievance to the City Manager or his designate. The City Manager or his designate shall hear the grievance within forty-five (45) full working days and shall render his decision within ten (10) full working days following the hearing of the grievance. A meeting will be held at this level, which will include the above mentioned parties and any other persons deemed necessary by management. Failing a satisfactory settlement being reached at Step 4, the Union may refer the dispute to Arbitration within thirty (30) full working days thereafter, but not later.

**Article 9 - Grievance Procedure – Cont’d**

The thirty (30) full working days shall commence following receipt, by the Union Executive, of the written decision.

9.02 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs or where a grievance involves a group of employees, Step Nos. 1 and/or 2 of the grievance procedure may be bypassed.

9.03 The time limits in this grievance procedure may be extended by agreement of the parties. The time limits shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays. Failure of the Union or the employee to meet the time limits will cause the grievance to be abandoned and that specific grievance shall not be further considered or reintroduced by that specific employee or the Union on his behalf.

9.04 Management Grievances

Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within three (3) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within five (5) working days after receipt of the grievance, and thereafter will render a decision five (5) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in Article 10 below, within twenty (20) working days after the Union's decision has been rendered.

**Article 10 – Arbitration**

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, within thirty (30) working days after exhausting the grievance procedure established by this agreement, notify the other party, in writing, of its desire to submit the difference or allegation to a single Arbitrator in accordance with the Ontario Labour Relations Act.

The Arbitrator will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employee affected by it. The Union and the Corporation will each be responsible for one-half (1/2) of the expenses of and the fees payable to the Arbitrator and no costs of any arbitration will be awarded to or against either party.

Thirty (30) working days exclude Saturdays, Sundays and Statutory Holidays.

**Article 10 – Arbitration – Cont’d**

10.02 Both parties agree that the use of Grievance Mediation is an acceptable means of resolving grievances that are referred to Arbitration. Where prior to Arbitration, the parties mutually agree to refer the grievance to mediation: Proceedings before the Mediator shall be informal and legal counsel shall not be used by either party.

The Mediator shall have the authority to meet separately with either party.

The Mediator shall not have the authority to compel the resolution of a grievance.

The Union and the Corporation shall share equally in the cost of the Mediator.

**Article 11 - Management Rights**

11.01 The Union recognizes the right of the Corporation to operate and manage its business in all respects, to maintain order and efficiency in its plants, and its methods and means of carrying on its business.

The parties agree to consult regularly during the term of this agreement about issues relating to the workplace which affect the parties.

11.02 The Union further acknowledges that the Corporation has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with the provisions of this Agreement. When new rules and regulations are to be adopted by the Corporation, and affect Transit employees directly, the Corporation shall advise the Union and employees.

11.03 The employees, collectively or otherwise, will not interfere with or limit the Management's Rights to discipline or discharge any employee where sufficient reason can be shown.

**Article 12 - Payment of Wages**

12.01 All employees will be paid their wages bi-weekly on every alternate Friday. In the event that a Statutory Holiday falls on a regular pay day, then employees will be entitled to be paid on the Thursday immediately proceeding the normal pay day.

**Article 13 - Transportation**

13.01 Free Conventional transportation will be provided by special passes to all employees covered by this Agreement, and their spouses, such passes to be proffered by and accepted from those to whom they are issued only, and only while such employees are in the employ of their respective Divisions.

**Article 13 – Transportation – Cont’d**

Life passes are to be issued to all employees upon retirement and to their spouses.

Transportation will be provided for late night and early morning operators in emergencies only. Authorization to provide this service will be given by the dispatcher or controller on duty and maintenance personnel will provide the transportation. If this service cannot be provided within thirty (30) minutes, alternate transportation will be arranged by the dispatcher or controller, with reimbursement to an operator, if necessary.

- 13.02 Operators who are required to use their own vehicle to report to a work site other than the Transit Maintenance Facility will have the cost of parking paid for by the Corporation.

**Article 14 - Appointments**

- 14.01 All vacancies shall be posted for at least seven (7) working days and shall appear on the pay cheque stub, prior to the closing date.

All applicants must thoroughly complete the application form, particularly with respect to their stated qualifications in relation to the specific job tasks, or they will be disqualified from the job competition.

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore, when filling posted vacancies or considering transfers, preference will be given to the most qualified applicant, considering such factors as skill, ability, experience, attendance and work record. Where two (2) applicants are found to be relatively equal in terms of the above, seniority shall govern.

- 14.02 (a) Employees recommended for appointment to positions in response to job postings or who are transferred to another position shall be given up to one hundred and twenty (120) working days training time in which to determine their suitability and capability prior to appointing them to the position. If an employee fails to complete this trial period, he shall be returned to his former position(s) without loss of seniority or benefits. Employees wishing to do so may revert to their former position within a sixty (60) working day period following commencement in the position.
- (b) When an employee is on a temporary leave from the Union filling a management position, his time of leave shall be for a period of up to six (6) consecutive months before which he will be returned to his former position, unless the temporary vacancy is caused by long term illness, or Workplace Safety and Insurance (WSIB), in which case the period referred to above will read twelve (12) months. Seniority will continue to accrue during the leave period.

**Article 14 – Appointments – Cont’d**

14.03 An employee who is no longer capable of performing his full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting civic employees, may be placed in a suitable position in the civic service if such is available, without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union will be notified in advance of placements made under this provision of the Collective Agreement.

14.04 Once the Corporation determines that a permanent full time Operator position will become available, the job will be posted for Schedule “B” employees for a period of seven (7) working days. Selection of employees will be made under the terms of Clause 14.01. An employee may only make use of this provision once every three (3) years. Should a successful applicant not be found from within Schedule “B” the position will be filled in accordance with the Relief Operator Letter of Understanding which includes Relief Operators who are filling temporary full-time positions.

14.05 Temporary Vacancies Schedule “A”

At the Corporation’s discretion, up to eight (8) temporary full-time positions may be used to maintain the full-time Operator complement when full-time Operators are away from the workplace due to STD, LTD, WSIB, sick leave, or any other leave of absence.

If it is determined that a temporary full-time position is required, Relief Operators will be offered temporary full-time positions starting with the Relief Operator with the earliest date of hire.

A Relief Operator filling a temporary full-time position cannot bid on or claim runs.

Relief Operators filling temporary full-time positions will be placed on the spareboard with regular days off being either Tuesday and Wednesday, Wednesday and Thursday or Thursday and Friday as determined by Management.

A Relief Operator filling a temporary full-time position cannot bid on or claim vacation weeks.

Relief Operators filling temporary full-time positions will receive vacation pay entitlement (i.e. 4%) paid bi-weekly in accordance with the Employment Standards Act.

If applicable, Relief Operators filling temporary full-time positions will receive pay in lieu of fringe benefits as per the Letter of Understanding RE: Relief Operators.



#### **Article 14 – Appointments – Cont’d**

The following Articles in Schedule “A” of the Collective Agreement apply to Relief Operators when filling temporary full-time positions:

- a. Article 30 Hours of Work
- b. Article 31 Exchanges of Duty
- c. Article 32 Statutory Holidays
- d. Article 33 Regular Days Off
- e. Article 34 Spread Time
- f. Article 35 Overtime –treat like spareboard
- g. Article 36 Time for Spare or Extras
- h. Article 37 Premium for Instructors
- i. Article 39 Reporting Time
- j. Article 40 Guarantee
- k. Article 41 Equipment
- l. Article 42 Uniforms
- m. Article 43 Spareboard Agreement

There will be a minimum of nine (9) hours rest between the termination of one day’s work and the commencement of the next day’s work for Relief Operators filling temporary full-time positions.

Should it be determined that a temporary full-time position is no longer needed the least senior Relief Operator filling a temporary full-time position will be returned to their Relief Operator position. At Management’s discretion, the least senior Relief Operator(s) may be laid off in accordance with the Employment Standards Act.

#### **Article 15 - Sick Leave**

- 15.01 (a) Employees hired prior to January 1, 1982 who did not join the insured sick leave plan at that time will be entitled to receive one and one-half (1 1/2) accumulated sick leave credits per month, but will not be entitled to sick leave protection as described below in part (b).
- (b) The Corporation shall provide a disability plan for eligible full-time employees governed exclusively in accordance with the 1996 plan agreement between the Corporation and the adjudicator. The plan agreement shall not form part of this collective agreement, and contents and administration of same and shall not be made the subject of a grievance pursuant to this collective agreement. In the event that the adjudicator denies a current employee’s claim for sick leave benefits and the adjudicator’s appeal process has been exhausted, the employee may file a grievance as per Article 9 Grievance Procedure.

The plan agreement will provide Short Term Disability (STD) benefits of seventy percent (70%) taxable of gross straight time pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and Long Term Disability (LTD) benefits of seventy-five percent (75%) of normal straight time pay, taxable, from the seventy-sixth (76th)

## **Article 15 - Sick Leave – Cont'd**

working day of absence due to illness or non-work related disability, inclusive of any Workplace Safety and Insurance Board (WSIB) benefits, Canada Pension Plan benefits (exclusive of dependent benefits) and OMERS disability pension until the sooner of recovery or retirement.

Effective January 1, 1999, the Corporation will grant all full-time employees, employed in classifications within Schedules “A” “B” and “C” except those employees who continue to be on the sick leave plan prior to January 1, 1982, six (6) noncumulative casual sick days on January 1st of each year (or a prorated amount based on one (1) day for each two (2) months of service in the event an employee commences employment during the year).

The Employer is responsible for reimbursing the medical costs incurred by the employee's in supplying medical information as is required pursuant to the above-mentioned plan and the full cost of any compulsory medical examinations required under the regulations of the Ministry of Transportation or any other medical examination required by the Corporation to determine eligibility for continuance of employment as stated in the qualifications of the current job description. Employees will be required to make the initial payment for the medicals and will be reimbursed by way of direct deposit upon proof of receipt of payment.

- (c) In the event of a delay in payment from the carrier, the employer shall provide an advance of the approved amount due, on the pay day that the delay occurs.

In the event of a denial of payment of an STD/LTD benefit, the Corporation will arrange a meeting with a representative of the Corporation's Human Resources Department, the employee concerned (if available) and a representative of the Union to explain the reason(s) for the denial.

15.02 An employee, after ten (10) years or more of continuous service with the Corporation, or his estate, will be eligible for fifty percent (50%) of any unused sick pay credits up to a total of one hundred and thirty (130) days, payable on termination, death, or retirement.

### 15.03 Pre-Retirement Leave

- (a) An employee may use his vested sick leave credits along with his vacation and statutory credits to leave work immediately prior to his normal retirement age of sixty-five (65) years or prior to the point of an unreduced early retirement under the most current OMERS qualifying provision to the extent that such credits or any portion thereof will bring him to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision. Employees who have reached aged fifty-five (55) may use accumulated credits along with his vacation and statutory credits to leave work immediately prior to retirement

### **Article 15 - Sick Leave – Cont'd**

under the ninety (90) Factor to the extent that such credits or any portion thereof will bring him to the ninety (90) Factor. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article 15.

Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

- (b) An employee who retires after the signing of this Agreement as per the conditions outlined in Clause 15.03 (a) will receive Semi-Private, and Extended Health Care benefits, premiums one hundred per cent (100%) paid, from the date of retirement until the date Ontario legislation provides prescription coverage.

Effective the first day of the second month following ratification of the collective agreement by both parties, drug coverage will be amended to add generic drug substitution unless otherwise indicated by the employee's physician.

15.04 Every employee claiming sick pay pursuant to Article 15.01 (a), or noncumulative casual sick days, may be required by the Employer to produce a certificate signed by a qualified medical practitioner, Dentist or Chiropractor certifying that the employee is unable to perform his normal duties and, where possible, indicating a return to work date. The provisions of this article will be exercised in a manner consistent with the employer's Attendance Management program, and when there is a suspicion that sick days were claimed in a fraudulent manner.

15.05 The Employer may require certified medical information which indicates to what extent an employee is able to perform any work in relation to modified work programs. Any employee who fails to comply with any of the conditions of this Article or who attempts to wrongfully obtain sick pay benefits will be subject to disciplinary action.

15.06 Effective December 12, 2006, sick leave benefits for employees, as provided for in Article 15, will cease at the earliest of:

- a) age 65;
- b) recovery;
- c) retirement;
- d) the date at which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- e) the date at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least (65) years of age).

### **Article 16 - Workers' Compensation**

16.01 At the option of the employee, the Corporation will top up Workplace Safety and Insurance Board (WSIB) benefits as long as WSIB is paid.

## **Article 16 – Workers’ Compensation – Cont’d**

Casual sick days provided to employees covered by the insured STD/LTD plan cannot be used to top up WSIB benefits.

Employees may use vested sick leave credits to make up the difference between the amount awarded and normal net pay.

Sick leave credits will be used in increments of one-half (1/2) hour, up to a maximum of two (2) hours per day; however, under no circumstances will the combined sick leave credits and the amount awarded exceed normal net pay.

- 16.02 Where the Corporation has been successful in reclaiming losses from a third party, any sick leave credits used by an employee, as in 16.01 above, will be reimbursed to the employee's sick leave account.

## **Article 17 - Bereavement Leave**

- 17.01 Employees will be allowed time off duty and will receive up to three (3) days pay in case of bereavement involving members of the immediate family. The immediate family will be interpreted to be Mother, Father, Spouse, Children, Brother or Sister, Mother-In-Law, Father-In-Law, Sister-In-Law, Brother-In-Law, Daughter-In-Law, Son-In-Law, Grandparents and Grandchildren.

- 17.02 An additional two (2) days leave with pay will be allowed as traveling time where the burial takes place outside the District of Thunder Bay.

- 17.03 An employee will be entitled to one (1) day bereavement leave with pay to attend a funeral as a pallbearer provided he notifies and has the approval of his Supervisor. Pallbearer may include Honorary Pallbearer.

- 17.04 An employee wishing to attend the funeral of a co-worker, a personal friend, or a non-immediate family relative may be granted time off with pay up to a total of four (4) hours, to attend the funeral services, and any related post-funeral functions provided there are sufficient staff to maintain service to the public. Employees will be required to submit the name of the deceased when requested.

## **Article 18 – Jury and Witness**

- 18.01 Employees who are called to serve as jurors or are subpoenaed as a witness in legal proceedings:
- (a) Will be granted leave of absence for such purpose provided that, on completion of their jury or witness service, such employees will present to their appropriate non-union Management representative a satisfactory certificate showing period of such service.
  - (c) Will be paid their full salary or wage for the period of such jury or witness service; provided that they will pay over to the Treasurer of the

**Article 18 – Jury and Witness – Cont’d**

Corporation of the City of Thunder Bay the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Corporation or any monies received for meal allowance or traveling allowances.

- (d) Upon being released from jury or witness service in the forenoon of any day, immediately telephoning their division for instructions respecting their return to work and will, upon receiving such instructions, comply with the same.
- (e) If an employee is required to attend court on behalf of the Corporation on what would normally be their regular day off, the employee shall be paid time and one-half for all hours spent in attendance at court.

**Article 19 - Medical, Hospital, Dental & Group Life Insurance Plans**

19.01 The Corporation agrees to pay one hundred percent (100%) of the billed premiums of the Blue Cross Semi-Private Plan or equivalent, for all employees on the payroll with two (2) continuous months of service.

19.02 The Corporation agrees to pay one hundred percent (100%) of the billed premiums covering Extended Health Care benefits, or equivalent, on the basis of \$25.00 - \$50.00 deductible (effective on the first day of the seventh continuous month of employment); and a Dental Plan No. 9, or equivalent, (effective on the first day of the seventh continuous month of employment). Benefits will be payable on the basis of the previous year's Ontario Dental Association Schedule of Fees.

Effective the first day of the second month following ratification of the collective agreement by both parties, drug coverage will be amended to add generic drug substitution unless otherwise indicated by the employee's physician.

Effective the first day of the second month following ratification of the collective agreement by both parties, dental recall will be available every nine (9) months. Coverage for dental recall for dependent children, as defined by the plan, will be every six (6) months.

A provision for reimbursement for Chiropractic Care - fifteen dollars (\$15.00) per visit -- maximum of twenty (20) visits per year, per person (employee, spouse and dependent children).

Effective the first day of the second month following ratification of the collective agreement by both parties, the provision for reimbursement for Chiropractic Care will be twenty-five dollars (\$25.00) per visit – maximum of twelve (12) visits per year, per person (employee, spouse and dependent children).

**Article 19 - Medical, Hospital, Dental & Group Life Insurance Plans – Cont'd**

19.03 The Corporation agrees to pay one hundred percent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees on the payroll on the basis of one and one-half (1½) times the employee's annual salary which is based on the regular hourly rates times 2,080 hours (effective on the first day of the thirteenth continuous month of employment).

19.04 The provisions of these plans will not apply to an employee when he resigns, is laid off, discharged or is on an extended leave of absence.  
In addition, effective December 12, 2006, benefit for employees (exclusive of retiree benefits), as provided for in Article 19 will cease at the earliest of:

- a) age 65;
- b) laid off beyond (1) calendar month;
- c) leave of absence beyond (1) calendar month;
- d) the date at which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age);
- e) the date at which the employee can retire and receive an OMERS pension plan without penalty or can no longer contribute to the OMERS pension plan (in both instances, provided the employee is at least (65) years of age).

Retiree benefits will cease at the earliest of Part a), d) or e), as described above.

19.05 In lieu of the Employment Insurance Premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eyeglasses (including frames and/or lenses, repairs and contact lenses) up to a total amount of one hundred and fifty dollars (\$150.00) each two (2) calendar years per person (employee, spouse and dependent children) when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

Effective the first day of the second month following ratification of the collective agreement by both parties, in lieu of the Employment Insurance Premium rebate for sick leave plan provisions the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eyeglasses (including eye exams, frames and/or lenses, repairs and contact lenses) up to a total amount of two hundred and fifty dollars (\$250), each two (2) calendar years per person (employee, spouse and dependent children) when provided on the written prescription of a medical doctor or optometrist (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

**Article 19 - Medical, Hospital, Dental & Group Life Insurance Plans – Cont’d**

19.06 Should a Relief employee be promoted to a full-time position, previously accumulated regular hours worked will be credited toward time served for the purpose of waiting periods under this Article. (For the purpose of credited time, 160 regular hours worked equals one (1) month of credited service).

**Article 20 - Vacation with Pay**

20.01 a) Vacation Entitlement

- 1) All employees with one (1) year or more of completed continuous service will be entitled to ten (10) working days annual vacation with pay.
- 2) All employees with three (3) years or more of completed continuous service will be entitled to fifteen (15) working days annual vacation with pay.
- 3) All employees with eight (8) years or more of completed continuous service will be entitled to twenty (20) working days annual vacation with pay.
- 4) All employees with sixteen (16) years or more of completed continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

Effective January 1, 1999

All employees who have completed sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth above in 20.01 (a), after 21 years of completed continuous service, all employees will be entitled to one additional day allocated on their anniversary date.

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>WORKING DAYS ANNUAL VACATION WITH PAY</b>	<b>ADDITIONAL VACATION DAY(S) WITH PAY</b>
21	25	0
22	25	1
23	25	2
24	25	3
25	25	4
26	25	5
27	25	6
28	25	7
29	25	8
30	25	9
31	25	10
Thereafter	25	10

Note: Make it clear that the one additional day does not kick in until the employee is working in their 22nd year of employment and the additional day is allocated on their anniversary date. Also, limit the additional days to 10 which is in line with the rest of the Corporation.

## **Article 20 - Vacation with Pay – Cont'd**

Employees who are currently receiving ten (10) or more additional vacation days will be entitled to continue to receive the vacation entitlements of the expired June 30, 1998 collective agreement.

(b) Pay for Annual Vacation

For the purpose of Article 20, pay for annual vacation will be reduced proportionately by the extent to when an employee was on unpaid leave of absence as per Article 8, Clause 8.05 and 8.06 beyond one (1) calendar month or Union Leave beyond two (2) calendar months and in each instance for each continuous calendar month(s) thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

(c) Schedule "A" Employees

Three employee groups will be formed to be called Group "A", Group "B", and Group "C", for the purposes of determining vacation time. The top seniority holder will be placed in Group "A", the second most senior in Group "B" and the third most senior in Group "C", etcetera until all employees have been allocated a Group. Group "A" will have first choice of vacation, Group "B" will have second choice and Group "C" will have third choice. Vacation periods will rotate each year with Group "B" moving to first choice of vacation period, Group "C" moving to second choice of vacation period, etcetera.

It is agreed that sufficient blocks will be set aside in June, July and August to accommodate one full group. Vacation schedules will be posted by October 1st. Six (6) employees will sign up per day. The sign-up schedule will be posted one (1) week prior to the posting of the vacation sign-up. New employees will fill up the bottom of the groups in a manner to keep the groups proportionate by number of vacation weeks per column. The vacation sign-up must be completed no later than November 30th or vacations will be scheduled at the discretion of management. The employer will contact employees who are on sick leave at the time of their sign-up and, if necessary, will have the sign-up delivered to them provided they are within the limits of the City of Thunder Bay. An employee, upon applying for a Leave of Absence will leave with Management or a Union Officer his preference as to signing.

Effective upon ratification of the collective agreement by both parties twelve (12) employees per week will be approved to be on vacation during the 2019 summer sign-up period and fourteen (14) employees per week will be approved to be on vacation during the 2020 summer sign-up period. Thereafter, fourteen (14) employees per week will be approved to be on vacation during the summer sign-up period. Vacation schedules will be posted by October 1st. Six (6) employees will sign up per day. Operators will sign within their allocated time or sooner without superseding. Those Operators who fail to sign within their allocated time forfeit their right of choice by seniority. The sign-up schedule will be



**Article 20 - Vacation with Pay – Cont'd**

posted one (1) week prior to the posting of the vacation sign-up. New employees will fill up the bottom of the groups in a manner to keep the groups proportionate by number of vacation weeks per column. The vacation sign-up must be completed no later than November 30th or vacations will be scheduled at the discretion of management. The employer will contact employees who are on sick leave at the time of their sign-up and, if necessary, will have the sign-up delivered to them provided they are within the limits of the City of Thunder Bay. An employee, upon applying for a Leave of Absence will leave with Management or a Union Officer his preference as to signing.

Vacation pay will be based on a forty (40) hour week, and seniority will govern the selection of vacation periods, with rotation of vacation blocks in succeeding years.

In the event that an Operator should be on authorized leave for the entire calendar year, or leave the employ of the Corporation; any unused vacation time will be posted for five (5) days, for bid by vacation seniority at the time of official notice to the Corporation.

Exchanges of vacation will not be allowed for Operators on authorized leave of absence, or sick leave (STD/LTD, WSIB) until such time as they return to work. These Operators will have the option to retain their vacation time or give it up for bid. When the Operator returns to work, any vacation time that was put up for bid will have to be rescheduled. Any vacation block that becomes vacant within one week of the opening will be posted for five (5) days for bid by vacation seniority. The successful bidder will be notified.

For the purpose of facilitating employee training, the Corporation reserves the right to block up to six (6) weeks in a calendar year, during which four (4) Operators will be approved to be on vacation each week. It is understood that these blocked weeks will not occur during peak summer vacation period and that the Corporation will provide notification as to which weeks will be blocked prior to the start of vacation selection process.

- (d) Schedule "B" Employees  
Any employee not making their vacation choice by March 31st each year shall have their vacations scheduled at the discretion of Management. Vacation pay will be based on a forty (40) hour week and seniority will govern the selection of vacation periods.
- (e) Schedule "C" Employees  
Vacation schedules will be posted for signing by October 1st of the previous year. The selection of vacation dates will be granted on the basis of seniority. Three (3) full-time Operators will be scheduled to sign

**Article 20 - Vacation with Pay – Cont'd**

vacations each day with no Operator signing more than 4 weeks during June, July and August.

All Operators will be given the opportunity to book full vacation weeks before individual vacation days can be booked. In addition to the above, where schedules permit, booking of additional vacation days may be authorized.

Any employees not making their vacation choice by November 30th each year shall have their vacations scheduled at the discretion of management.

20.02 If an employee, while on vacation leave, becomes ill (substantiated by a doctor's certificate) or is hospitalized, and is forced to curtail his vacation and claiming sick pay or WSIB benefits, then the vacation period will be extended by the number of vacation days involved, or reinstated for later use, as may be arranged between the employee and the Supervisor.

20.03 In the event of a Statutory Holiday falling in an employee's vacation period, the accumulated Statutory Holiday will be automatically added to the employee's bank and can be taken at an agreed upon time as with other accumulated days.

20.04 For the purpose of computing length of vacation, "employment" will include time actually worked and on vacation and time spent on sick leave with pay, but will not include time spent on leave of absence exceeding two (2) weeks.

Employees who are in receipt of Sick Leave, STD/LTD or WSIB benefits for the full vacation period January 1 to December 31 each year will be deemed to have been paid for their vacation during that time off.  
This agreement for 20.04 will not impact on 15.03 (a).

20.05 Vacation days will be taken during the vacation period January 1 to December 31. Payment for vacation will be at the rate of pay prevailing in accordance with the Collective Agreement.

20.06 New employees who leave the service of the Divisions before the expiration of one (1) year from the commencement of their employment will receive vacation pay at the rate of four percent (4%) of their earnings during their period of employment, in accordance with the Employment Standards Act. Employees with more than one (1) year's continuous service who leave the service or retire will receive vacation at the rate of one-twelfth (1/12) of normal annual vacation for each full month of employment after the last anniversary date of their service with the Corporation.

20.07 Effective January 1, 2002, the Corporation will provide the Union with a copy of the vacation report for each employee in January of each year.

## **Article 21 - Accident Review**

- 21.01 (a) All employees, provided they are able, must notify the Corporation immediately following accidents resulting in injuries involving themselves, passengers or property. Therefore, all employees (or a Supervisor or designate if the employee is unable) shall submit a written report of the accident to the Corporation within twenty-four (24) hours of the accident. Employees who are required to complete the reports during off-duty hours will receive the applicable rate of pay for the time required to complete the report. Every employee has the right to appeal the decisions of the Accident Review Board, either in writing or in person. The decisions of the Accident Review Board can not be grieved.
- (b) Subsequent to Part (a) above, if ordered to appear at Police Courts or Insurance Adjuster's offices or report again to Corporation premises, in connection with said accident, employees will first obtain authorization from the Manager or his designate and upon reporting be paid for hours spent at straight time rates (minimum three (3) hours pay) unless, in the opinion of the Accident Review Board, such accident is considered to have been preventable -- under such circumstances no remuneration for attendance will be paid. Employees may, if they so request, have an official of the Union to assist them, said official not to be paid by the Division.

## **Article 22 - Discharge and Discipline Cases**

- 22.01 Disciplinary action is defined, but not limited to:
- a) A recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
  - b) A recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
  - c) A suspension; or,
  - d) A discharge for just cause.
- 22.02 Discipline or discharge grievances shall be processed to Step #2 of the grievance procedure with a written statement lodged with the Manager within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:
- a) confirming management's action; or,
  - b) reinstating the employee with full compensation for time lost; or,
  - c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.
- 22.03 The Corporation agrees that an employee will have access to his personnel file during office hours. Upon permission of the employee, the Union may have access to his personnel file. An employee shall have the right to respond in writing to any document contained therein and such reply shall form part of the permanent record.
- 22.04 The Corporation will reimburse an employee ordered to report, or called in, by an Officer of the Corporation in relation to a complaint against an

**Article 22 - Discharge and Discipline Cases – Cont’d**

employee, for time required, at regular rates of pay. Anonymous complaints will not normally be investigated unless from the perspective of due diligence, the employer is required to investigate the matter.

- 22.05 A management employee will not reprimand an employee in public or in the presence of another employee.
- 22.06 Where the employee has been demoted for disciplinary reasons and is being retrained, the rate shall be the training rate.

**Article 23 - Hours of Work, Statutory Holidays, Seniority and Wage Rates**

- 23.01 Schedule "A" attached hereto sets out the provisions relating to statutory holidays, overtime, working conditions, seniority and wage rates relating to Operators – Conventional Transit.
- 23.02 Schedule "B" attached hereto sets out the provisions relating to wage rates, hours of work, statutory holidays, overtime and seniority of employees engaged in building and equipment maintenance.
- 23.03 Schedule "C" attached hereto sets out the provisions relating to hours of work, exchanges, statutory holidays, overtime, working conditions, seniority and wage rates for Operators-Specialized Transit.
- 23.04 Any new classifications or amendments to existing classifications falling within the scope of this Agreement and Bargaining Unit involving changes in major tasks will be the subject of discussion between the parties to determine the appropriate rates of pay.

**Article 24 – Training**

- 24.01 All employees covered by this Agreement will be paid by the Corporation at their appropriate rate of pay when required, by the Corporation, to attend any formal training, legislated training or upgrading courses.
- 24.02 Effective the date of ratification by both parties, the Corporation will reimburse all employees required to hold a Class A to F License for the license test fee, up to a maximum of twenty-five dollars (\$25) per License renewal. Employees will be required to submit a receipt.

**Article 25 - Job Security**

- 25.01 Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out will not result in the long-term or permanent lay-off of the employees covered by this Agreement who are regularly engaged in such work providing the employees are qualified to perform the work.

**Article 25 - Job Security – Cont’d**

25.02 The Corporation will give notice of lay-off in accordance with the Employment Standards Act.

**Article 26 - Automation and Technological Change**

26.01 Whenever possible the Corporation will give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on present manpower requirements.

26.02 Permanent or regular employees who may lose their jobs by virtue of automation or technological change will be given the opportunity to fill other vacancies in accordance with the Seniority and Lay-off provisions of this Agreement.

26.03 The Corporation will undertake to retrain any employee who has been displaced by automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position with the Corporation.

**Article 27 - Layoffs and Rehires**

27.01 When reducing forces, senior employees with sufficient ability and qualifications to perform the work will be retained.

27.02 An employee whose position is abolished or who is displaced will be entitled to exercise his seniority rights within his seniority group and schedule, displacing a junior employee, provided that he has sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period.

If an employee cannot bump as the above, said employee may bump the junior employee in another group and schedule, provided that the employee about to bump has sufficient ability and qualifications to perform the work as specified in the job description. The employee bumping into a new position will be subject to successful completion of a ninety (90) day evaluation period. The carryover of seniority is only applicable for vacation and layoff purposes.

27.03 Such employee will make his choice in writing within two (2) days and must commence work in the position of his choice within five (5) days of the date displaced unless prevented by illness or other cause for which bonafide leave of absence has been granted.

An employee who, having made his choice but fails to commence work in the position within five (5) days (unless prevented as above); will have his name removed from the seniority list. In case of an employee who was on

**Article 27 – Layoffs and Rehires – Cont’d**

leave of absence at the date of displacement, the time limits set forth in this Clause will apply from the date that he reports for duty.

- 27.04 A laid-off employee who desires to return to the service when work is available for him must keep the Manager and the accredited representatives of the Union informed of his address in order that he may be readily located.
- 27.05 A laid-off employee will, if qualified, be returned to service in order of seniority when staff is increased or when vacancies occur in his seniority group.
- 27.06 A laid-off employee who fails to report for duty after notification by registered letter, or to give satisfactory reason for not doing so within ten (10) days from the date of mailing of the notification, will forfeit his seniority rights under this Agreement and his name will be removed from the seniority list.
- 27.07 Lay-offs and recalls after such lay-offs will be based on the following factors:  
a) seniority;  
b) skill, competence, efficiency, training, experience and general work record with the Corporation.  
Where the qualifications in factor (b) are relatively equal, seniority will govern.

**Article 28 - Duration Of Agreement**

- 28.01 The Corporation and the Union agree to abide by the terms of this Agreement upon its execution for the period commencing July 1, 2017 to June 30, 2020 and thereafter from year to year unless and until termination by either party by notice in writing given no earlier than ninety (90) days nor less than sixty (60) days prior to the expiration of the said Agreement, or any subsequent yearly period.
- 28.02 It is further agreed that the terms of this Agreement will continue in full force and effect until a new Agreement has been entered into.

**Article 29 - Mutually Agreed Changes**

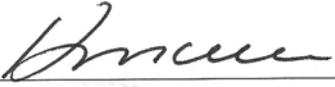
- 29.01 This Agreement may be amended by the mutual consent of the Parties during the lifetime of this Agreement and any amendments thereto will form part of this Agreement and be subject to the grievance and arbitration procedure.


IN WITNESS WHEREOF the Parties hereto have caused their names to be subscribed by their duly authorized Officers and Representatives.

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019


FOR THE CORPORATION

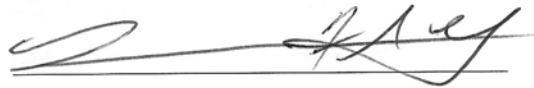
FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

MAYOR

  
\_\_\_\_\_

  
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CITY CLERKS

SCHEDULE "A" SETTING OUT THE PROVISIONS  
FOR STATUTORY HOLIDAYS, OVERTIME, WORKING  
CONDITIONS, SENIORITY AND WAGE RATES  
RELATING TO OPERATORS

**Article 30 - Hours of Work**

- 30.01 (a) Full-time Operators will be entitled to two (2) days off consecutively.
- (b) Fifteen (15) minutes reporting time will be paid to all Operators for the first run of the day leaving the main depot. An additional five (5) minutes reporting time will be paid to all Operators at the beginning of the second part of a split run or when an Operator is assigned a second run for that day.
- 30.02 Traveling time by scheduled transportation will be paid from the depot to point of relief in accordance with the scheduling of individual runs. All Operators must report to the Transit Maintenance Facility prior to the start of their shift(s). Travel time will be paid when an Operator is required to travel from one point of relief to a second point of relief. However, no travel time will be paid from the relief point to the Transit Maintenance Facility.
- 30.03 An unpaid lunch period of not less than thirty (30) minutes will be allowed on all runs of approximately five (5) consecutive hours, in accordance with scheduling of individual runs.
- 30.04 It is agreed that all work must be performed and employees on the relief list must be available as needed to perform the required work. If required, the junior employees on the above lists will be designated to work.

**Article 31 - Exchange of Duties**

- 31.01 An exchange of duties shall mean an exchange of part or all of one run by an Operator with another Operator. Within any pay period the straight exchange of an Operators run or assignment with another Operator will not be unduly restricted.
- The giving away of any part of an Operators run or assignment to another Operator should be no more than 250 hours in a calendar year.
1. An Operator seeking to exchange a shift will complete an Exchange of Duty form.
  2. The Exchange must be authorized prior to either party working the shift exchanged.
  3. The Exchange must be entered in the diary in the Control Office prior to either party working the exchanged shift. It is the responsibility of both parties to see that this is done.
  4. To minimize the amount of interference with control activities, the Exchange must not be entered into the diary book until it has been finalized between both parties and approved. (Tentative arrangements will not be recorded).



**Article 31 - Exchange of Duties – Cont'd**

5. Once the slip is signed and approved it becomes the responsibility of the alternate Operator to make sure the Exchange of Duty is covered.
6. Spare Board Operators must first be released by the Controller before agreeing to work for someone else. (This does not apply to pre-arranged, approved Exchanges entered in the diary.)
7. Transit Operators working an Exchange will be paid for the hours worked involved in the Exchange.
8. Double shifts are not permitted.
9. The Corporation will not incur any overtime as a result of approving any Exchange of Duties.
10. All Exchange of Duties between full-time Operators will be submitted to the Controller no later than 24 hours prior to the Exchange.
11. Relief Operators may accept an Exchange of Duty only on those days that fall outside of the four (4) mandatory days in a week for which they are required to make themselves available.
12. Operators completing the Exchange of Duty form with a Relief Operator must submit the form to the Operations Supervisor or designate, no later than 14 hours preceding the start of the shift for consideration to be approved. Forms submitted later than 14 hours preceding the shift will not be considered.
13. At the Operations Supervisor or designates discretion, an Exchange of Duty may be granted and the shift may be worked by a Relief Operator. Factors contributing to the decision may include but are not limited to availability of other relief operators, overtime considerations, number of shifts requested to be covered etc. Under no circumstances will a Relief Operator work the exchange without the approval of the Operations Supervisor or designate. The Operation Supervisor or designate shall make their decision regarding the request for exchange of duties at least eight hours prior to the start of the intended shift.
14. If an employee is exchanging a shift and requests a paid holiday or a vacation day, the exchange will not be added to the 250 hour maximum referenced above.

**Article 32 - Statutory Holidays**

32.01 The Corporation recognizes the following twelve (12) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

- |                                  |                  |
|----------------------------------|------------------|
| Good Friday                      | Thanksgiving Day |
| Easter Monday                    | Remembrance Day  |
| Victoria Day or Queen's Birthday | Christmas Day    |
| Canada Day                       | Boxing Day       |
| August Civic Holiday             | New Year's Day   |
| Labour Day                       | Family Day       |

**Article 32 - Statutory Holidays – Cont'd**

Schedule "A" employees will receive one (1) additional day's pay on the first pay in December in lieu of the half (½) day before Christmas and the half (½) day before New Year's Day as additional Statutory Holidays.

32.02 Every Operator with thirty (30) or more days continuous service with the Corporation prior to a Statutory Holiday will be paid at the rate of eight (8) hours for each of the above-mentioned Statutory Holidays. When a Statutory Holiday falls on an employee's regular day off, a day off with pay, in lieu of the Statutory Holiday pay, will be allowed.

32.03 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is off on authorized leave other than provided for in Article 8 - Leave of Absence. Any sign-up encompassing a Statutory Holiday will have the work for that day designated for the sign-up at the time of signing.

An Operator whose run is booked on a Statutory Holiday is obligated to work unless otherwise arranged.

Accumulated lieu days will be used when "booking off" under Clause 39.01 and at times agreed upon between the employee and the Supervisor. Lieu time will be considered to be included in the guarantee for the week in which the Statutory Holiday occurs.

If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workplace Safety and Insurance (WSIB), they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

32.04 If an employee is required to work on a Statutory Holiday, he will receive pay for the day plus double time (2X) for all hours worked. An employee may elect to accumulate a lieu day rather than receiving pay for the day provided he does not accumulate more than five (5) lieu days per calendar year to a maximum accumulation of ten (10) lieu days to be taken at times agreed upon between the employee and the Supervisor. Where the required work is less than eight (8) hours, he will receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off. All guaranteed Spare Board Operators working on a Statutory Holiday will be allowed to accumulate the holiday if they so desire.

32.05 All work not covered by the spareboard will be distributed by seniority. An "Available for Overtime" list will be posted daily.

**Article 33 - Regular Days Off**

33.01 Every Operator will be paid at the rate of time and one-half (1½) for work performed on his regular day off.

**Article 34 - Spread Time**

34.01 Effective July 1, 2002, Operators will be paid eighty-five cents (\$0.85) per hour, for non-working hours between scheduled daily runs, but not on overtime after scheduled runs.

**Article 35 - Overtime**

35.01 (a) Overtime will be paid at the rate of time and one-half (1½). Regular Operators will be entitled to overtime for time worked in excess of eight (8) hours (daily) and regular spare and extra spare Operators will be entitled to overtime for time actually worked in excess of forty (40) hours per week (exclusive of paid lunch periods, booking on and booking off time, and travel time).

Effective January 1, 2015, overtime will be paid at the rate of time and one-half (1 ½). Regular Operators will be entitled to overtime for time worked in excess of eight (8) hours (daily) and regular spare and extra spare Operators will be entitled to overtime for time actually worked in excess of forty (40) hours per week (exclusive of unpaid lunch periods, booking on and booking off time, and travel time).

(b) After the minimum weekly guarantee of hours has been provided to all full-time Operators, all overtime work will be divided as evenly as possible among all full-time Operators who indicate their desire for overtime work on an available daily overtime sheet. The Union will be provided with a copy of the completed daily worksheet for their records. The Corporation agrees to meet with the Union as required to discuss any concerns with respect to the method of distribution of the overtime.

35.02 Regular run Operators who take out extra work in addition to the regular run will receive a minimum of two (2) hours added to the time worked on the scheduled run. If no scheduled run or only part of a scheduled run is worked, a minimum of three (3) hours at straight time will be paid, the object being to allow the same time for regular run Operators as is allowed spare or extra spare Operators for similar work.

By way of specific example:

If an operator is late completing his normal scheduled run (e.g. traffic or train delays, etc.) he will be paid 1.5 X for the amount of time worked past his normal completion time. If an operator has completed his scheduled run, and no relief operator is available, the operator will receive a minimum of two (2) hours at 1.5 X or 1.5X for the amount of time required to be worked, whichever is greater.

35.03 Operators who work on their regular days off will be governed by the conditions of Clauses 30.01 to 30.03, if applicable, payable at straight time rates.

### **Article 36 - Time for Spare or Extras**

36.01 Operators not holding an assigned run, if booked for spare or taking out extras or specials or working part of a run not signed for, will be allowed a minimum of three (3) hours at straight time. If such Operator is called for duty by a proper Official and is not required after reporting for duty, he will receive a minimum of three (3) hours pay at straight time.

### **Article 37 - Premium for Instructors**

37.01 Operators who are appointed by the Manager as instructors will be paid one dollar (\$1.00) per hour extra for such time spent in training bus Operators.

### **Article 38 – Sign-up Seniority**

38.01 (a) The sign-up seniority list will be compiled such that each individual employee will be placed in accordance with his first day of hire. Each employee must choose his job in accordance with this sign-up seniority list, the preference of jobs, commencing with the employee who has the earliest first day of hire. The Sign-up seniority list will be posted once per year.

(b) For employees who obtain permanent full-time status following the date of ratification of the Collective Agreement by the parties, the date used for the purpose of sign-up seniority shall be the date the employee obtained permanent full-time status. Employees who obtained permanent full-time status prior to the date of ratification will maintain their sign-up seniority date as provided for in Article 38.01 (a).

38.02 (a) Operators will sign up for runs at the rate of six (6) per day. The sign-up schedule will be posted at the same time as the sign-up is given to the Union. Operators will sign within their allocated time or sooner without superseding. The employer will contact employees who are on sick leave at the time of their sign-up. If necessary the sign-up will be delivered to them provided they reside within the city limits. Any other absences from their work site will be the responsibility of the employee to leave his choice of runs with either management or Union who will then sign on the employees behalf.

The Union will receive a copy of the sign-up a minimum of five (5) weeks before the sign-up start date. The Employer will then ensure that the final copy of each sign-up will be available for signing a minimum of three (3) weeks in advance of the sign-up start date. A copy of the final sign-up will be available at each terminal at the same time. The start-up and sign-up dates of each sign-up, including the vacation sign-up, will be posted in a prominent place in the driver's room of the main depot.

(b) Vacation relief man upon signing his choice of relief work available will stay with the run signed on that run for the duration of the sign-up, unless he bids on another run.

**Article 38 – Sign-up Seniority – Cont'd**

38.03

All runs will be posted four (4) times a year for employees to make their selection as to the run they desire. Copies of each sign-up will be made available to the Union Executive two (2) weeks prior to selection. Upon completion of the sign-up process, a copy of the sign-up sheets will be provided to the Union.

A sign-up period will be a minimum of ten (10) weeks to a maximum of sixteen (16) weeks in length.

As many non-split runs as possible will be established. The proposed schedule will, whenever possible, be posted up not less than two (2) weeks before going into effect and the sign-up will be completed within this period. Positions on the spare board are to be included in the Schedule. Any runs made vacant by any cause exceeding fifteen (15) consecutive days may be claimed by the next following senior Operator. If that Operator does not claim the run, the vacancy will be posted for five (5) consecutive days. If the posting is bid on, it will be filled according to seniority. If the posting is not bid on, the run will be assigned to the spareboard. Except when it is known that a run will be vacant and that it will be vacant for a period exceeding one (1) week, then it will be bulletined immediately and filled according to seniority and choice commencing with the Operator on the seniority list immediately following the Operator signed on the vacant run.

Upon return of the regular Operator, the Operator filling that vacant run will return to his original signed position.

When an Operator begins double or triple bidding he must, with each bid, progress to a higher seniority position than the position he presently holds. In the event the Operator originally creating the vacancy returns to his run, the Operator who is temporarily filling the run will return to his original signed run. Spareboard work will rotate on the board daily, and regular spare man will be available for any work on that particular day and will be allotted such work if his duties for that day permit.

When making out the daily work sheet, extra work will be equalized as fair as possible.

There will be a minimum of eight (8) hours rest between the termination of one day's work and the commencement of the next day's work for all Operators except by agreement between the Operator and Management. Effective six (6) months following the date of ratification of the Collective Agreement by both parties, there will be a minimum of nine (9) hours rest between the termination of one day's work and the commencement of the next day's work for all Operators.

38.04

It is agreed that regular spareboard work and spare-for-the-day lists will be posted with each sign-up.

**Article 38 – Sign-up Seniority – Cont’d**

38.05 The Corporation is willing to allow full-time operators the ability to make a request to apply for a vacant run (on a first come first served basis) not previously bid. Employees would be required to submit requests in writing to the Operations Supervisor. The resulting vacated run will remain an open run and will go to the spareboard.

Those Operators that apply for and are awarded a vacant run while off on any approved leave will not have the run change take effect until their return to work date.

**Article 39 - Reporting Time**

39.01 Day Operators missing their runs and spare board Operators failing to report at the appointed time will forfeit work for that day but, if reporting in before noon, may be allotted other available work. An Operator who reports to work less than one (1) hour after the start of their run will be allowed to take over the rest of his/her run but, would be subject to disciplinary action for tardiness. Night Operators missing early morning extras will not forfeit their regular runs but, will be required to report in before noon if available to take their regular run. Five (5) minutes grace will be allowed. In case of emergency, Operators requesting to book off will contact the Controller before booking off in order to permit arrangements for a relief Operator.

Operators will be subject to disciplinary action as per the attached Memorandum of Transit Operator Tardiness.

The Management may approve booking off for reasonable cause if an employee requests such leave at least forty-eight (48) hours before such booking off, and such absence does not interfere with the efficient operation of the Division. Runs will be posted not later than 2:30 p.m. each day except in case of emergency. Once the daily worksheets are posted, no adjustments will be made.

39.02 All Operators who have requested and been approved to be off duty for any reason will book back on duty before 12:00 hours on the day prior to the day on which they are returning to duty. All Operators calling in to request time off related to illness or injury will do so at least thirty (30) minutes prior to their scheduled start time, on the day that they are scheduled to work. Should an Operator fail to call at least thirty (30) minutes prior to their scheduled start time and subsequently not work their scheduled shift, the shift will be deemed a missed shift unless the Operator was unable to call at least thirty (30) minutes prior due to unforeseen circumstances deemed acceptable to the Corporation.

**Article 40 - Guarantee**

- 40.01 (a) Operators bidding on runs or working exchange of duty days are to be paid at straight time rates when working in excess of forty (40) hours of their guarantee.
- (b) Regular spare Operators and signed run Operators are guaranteed forty (40) hours per week including paid time off. Operators who missed reporting for duty or who are out of service through any other cause will have that portion of missed duty reduced from the above guarantee.
- 40.02 When any regular spare Operator's working hours reach forty (40) hours in any week, he will not be called upon for further work until all other spare Operators have worked forty (40) hours in that same week.
- 40.03 A minimum of twelve (12) regular spare Operators will be used, which number may be reduced during June, July, and August vacation times by reducing one regular spare for each additional employee, beyond twelve (12), allowed vacation leave at any one time. Relief Operators will be employed when necessary to eliminate as far as possible other Operators working overtime, but these relief Operators will not be covered by the guarantee as provided in Article 40, Clause 40.01.

**Article 41 - Equipment**

- 41.01 Operators should be made as comfortable as possible and bus equipped for safe and efficient operation. Equipment supplied to Operators will include: a punch with such equipment to remain the property of the Transit Division and to be returned to the Division on retirement or termination of Operator's employment. Operators will be responsible for loss or undue damage to such equipment and it is agreed that the replacement cost of such equipment will be deducted from the employee's regular pay cheque.

**Article 42 – Uniforms**

- 42.01 The Corporation will provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as defined as follows:

<b>Uniform Clothing Item</b>	<b>Points (each item)</b>
Pants	5 Points
Shorts or Capri's	3 Points
Shirts	2 Points
Sweaters	5 Points
Sweatshirt	3 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
3 in 1 Parka or Winter Parka	15 Points
Footwear (excluding sandals)	10 Points

Maximum Footwear utilization is 10 points per year.

The following will be the styles and colors of the Uniform.

**Article 42 – Uniforms – Cont'd**

Pants and Shorts will be Navy Blue, and will be casual, cargo, dress, or capris.

Shirts will be a light blue, styles will include long or short sleeve, golf or polo.

Sweaters may be v-neck, crew neck, or turtleneck and will be Navy Blue  
Sweatshirts and jackets will be Navy Blue.

Socks must be black, blue, or white and must be worn.

Footwear must be black or dark brown with no more than a one inch heel  
Any other accessories such as ties or scarves must be compatible with the rest of the Uniform.

Only Caps or toques approved by the Manager or Designate may be worn  
The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired employee enters into his/her first winter as a Transit Operator, the employer, on a onetime only basis, will supply each new employee with a winter parka. From that point forward, winter parkas will be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Employees who do not comply with the approved uniform may be subject to discipline and will be sent home and be placed on a leave without pay until such time as they are in compliance.

Points not used by July 1 of each year will not be carried forward to the following year.

A Uniform Committee consisting of two (2) union members and two (2) management members will make recommendations to the Manager or designate regarding the quality, and style of uniform. Following consultation with the Uniform Committee the Manager or designate shall determine the uniform clothing quality and style.

Uniform Suppliers will be selected through the City of Thunder Bay's corporate policies and procedures regarding procurement.



**Article 42 – Uniforms – Cont’d**

42.02 Effective January 1, 2019, and every January 1 thereafter the Corporation will provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as defined as follows:

<b>Uniform Clothing Item</b>	<b>Points (each item)</b>
Pants	6 Points
Shorts	3 Points
Shirts	2 Points
Sweaters	5 Points
Sweatshirt	3 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
3 in 1 Parka or Winter Parka	15 Points
Footwear (excluding sandals)	10 Points

Maximum Footwear utilization is 10 points per year. Operators choosing to utilize points for footwear must allocate points for footwear by January 31 and will have until July 1 to purchase footwear and submit a receipt. The following will be the styles and colors of the Uniform.

Pants and Shorts will be Navy Blue, and will be casual, cargo, or dress.

Shirts will be a light blue, styles will include long or short sleeve, golf or polo.

Sweaters may be v-neck, crew neck, or turtleneck and will be Navy Blue  
Sweatshirts and jackets will be Navy Blue.

Socks must be black, blue, or white and must be worn.

Footwear must be black or dark brown with no more than a one inch heel  
Any other accessories such as ties or scarves must be compatible with the rest of the Uniform.

Only caps or toques approved by the Manager or Designate may be worn  
The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired employee enters into his/her first winter as a Transit Operator, the employer, on a one time only basis, will supply each new employee with a winter parka. From that point forward, winter parkas will be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Employees who do not comply with the approved uniform may be subject to discipline and will be sent home and be placed on a leave without pay until such time as they are in compliance.

**Article 42 – Uniforms – Cont’d**

All requests for Uniform clothing items will be submitted by January 31<sup>st</sup> of each year and points not used by January 31<sup>st</sup> of each year will not be carried forward to the following year.

A Uniform Committee consisting of two (2) union members and two (2) management members will make recommendations to the Manager or designate regarding the quality, and style of uniform. Following consultation with the Uniform Committee the Manager or designate shall determine the uniform clothing quality and style.

Uniform Suppliers will be selected through the City of Thunder Bay’s corporate policies and procedures regarding procurement.

**Article 43 – Spareboard Agreement**

**PREAMBLE**

The Union and the Corporation agree that all assignments may be subject to change due to operational requirements.

**SPARES FOR DAY**

SPARE #1 Book on at 05:30; off at 8:30; on call for the entire A.M. worksheet and P.M. worksheet until 19:00, in accordance with normal relief points.

Spare #1 on Sunday will book on at 7:30; off at 10:30 on call for the entire a.m. worksheet and p.m. worksheet until 20:30, in accordance with normal relief points.

SPARE #2 Book on at 05:45; off at 08:45; on call for entire A.M. worksheet and P.M. worksheet until 19:15, in accordance with normal relief points.

**DEFINITIONS**

1. There will be an on-call time of 13 ½ hours for all Spare Operators Commencing from the first book on.
2. Whenever possible, according to work available for the Day Operators, first day after R.D.O. will be a night shift, and a day shift before R.D.O. This provision may be waived provided that the Spareboard Operator and the Controller are in agreement.
3. Booking off duty by certain times will not be granted when it conflicts with this Agreement and/or operational requirements.

43.01 Effective six (6) months following ratification of the Collective Agreement by both parties, the Union and the Corporation agree that all assignments may be subject to change due to operational requirements. Spareboard Operators are on call for a maximum of nine (9) hours from their first book on and will have a maximum work day of thirteen (13) hours. All work must be assigned within the nine (9) hour on call period.

**Article 43 – Spareboard Agreement – Cont’d**

Whenever possible, according to work available for the day and the Spareboard Operator’s weekly hours, permanent full-time Spareboard Operators will be given priority for the shifts with the earliest end times starting with the permanent full-time Spareboard Operators approaching their next regular days off.

Sitting Spare Examples:

SPARE #1 Monday to Saturday

Book on at 05:30; off at 8:30; on call 14:30 and can be assigned work until 18:30 if work is assigned prior to 14:30.

Spare #1 Sunday

Book on at 7:30; off at 11:30; on call until 16:30 and can be assigned work until 20:30 if work is assigned prior to 16:30.

SPARE #2 Monday to Friday

Book on at 05:45; off at 08:45; on call until 14:45 and can be assigned work until 18:45 if work is assigned prior to 14:45.

SCHEDULE "B" SETTING OUT THE PROVISIONS  
OF WAGE RATES, HOURS OF WORK, STATUTORY  
HOLIDAYS, OVERTIME AND SENIORITY RELATING  
TO EMPLOYEES ENGAGED IN BUILDING AND EQUIPMENT MAINTENANCE

**Article 44 – Hours of Work**

44.01 The regular hours of work for employees, except Service Technician "A" will be five (5) eight (8) hour shifts each week, Monday through Friday inclusive, followed by two (2) consecutive days off will be as follows:  
8:00 a.m. to 4:30 p.m. with 1/2 hour unpaid lunch break;  
4:00 p.m. to 12:00 Midnight with 30 minutes paid lunch break;  
NOTE: FOR SUMMER SCHEDULE (VICTORIA DAY TO LABOUR DAY) 8:00 A.M. TO 4:30 P.M.

The regular hours of work for any Truck & Coach/Automotive Technicians hired after February 1, 2014 will be five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off.

44.02 (a) The regular hours of work for Service Technician "B" employees will be eight (8) hours between 7:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of a one-half (1/2) hour unpaid meal break.

(b) The regular hours of work for the Lead Hand Truck & Coach/Automotive Technician employees will be eight (8) hours between 7:00 a.m. to 3:30 p.m. Sunday through Thursday, inclusive of a one-half (1/2) hour unpaid meal break. A qualified Truck and Coach/Automotive Technician may be assigned to acting Leadhand duties on Fridays and will be paid the Leadhand rate of pay.

44.03 It is agreed that the Corporation may hire part-time workers who will not work more than twenty-four (24) hours per week for the cleaning of the interior of buses only. The use of part-time workers will not result in the lay-off of regular staff. Such part-time workers will not become members of the Union, nor be covered by the terms of this Agreement.

44.04 Extended Hours of Work for Transit Service Crew (Service Technician "A")  
The Union and the Corporation agree to Extended Hours of Work for Transit Service Crew.

1. Overtime will be paid to service crew members after 44 hours worked per week. The hours of work will be averaged over a period of two weeks to determine the hours of overtime. In the case of Employees working on their first and second regularly scheduled days off, overtime will be paid at the rate of time and one-half (1 ½ x) for all hours worked. In the case of Employees working on their third and fourth regularly scheduled days off, overtime will be paid at the rate of double (2x) time for all hours worked.

#### **Article 44 – Hours of Work – Cont'd**

2. Shift differential will be paid at the rate established in the collective agreement for all hours worked from 4:00 p.m. to 8:00 a.m.

3. Current and future vacation entitlement will be calculated in hours. (i.e. - one day of vacation entitlement will represent 8 hours of vacation). The extra vacation time for an employee who receives one additional day of vacation for each year of completed service after twenty-three (23) years of completed continuous service will be calculated as eight (8) hours per one (1) day of vacation entitlement. Any improvements to Article 20.01 will apply to the employees covered by this letter.

4. The extended work schedule will require service crew members to work from 8:00 a.m. to 8:00 p.m. and 8:00 p.m. to 8:00 a.m. with two lunch periods. The first lunch period will be paid and the second will be unpaid. Service crew employees who work the full regular shift will be paid for 11.5 hours.

5. If a service crew member is required to work on a statutory holiday, he/she will receive double time for all hours worked, plus eight (8) hours pay for the day. An employee may elect to accumulate the eight (8) hours pay as lieu time rather than receiving pay for the day provided he/she does not accumulate more than forty (40) hours of lieu time per calendar year to a maximum accumulation of eighty (80) hours to be taken at times agreed upon between the employee and the supervisor.

The maximum amount of payment or lieu time that can be earned by an employee is ninety-six (96) hours per year based on twelve (12) Statutory Holidays times eight (8) hours per each Statutory Holiday.

6. If a service crew member is not required to work on a statutory holiday, he/she will receive (8) eight hours statutory holiday pay provided that they have met the entitlement provisions outlined in the collective agreement. Statutory holidays for students will be as per the Employment Standards Act.

7. Students can be used throughout the year to cover for employees who are off on short term sickness, long term disability, or any other leaves for which employees need to be replaced. The Corporation will endeavour to obtain available students for replacement of employees wherever possible. Students will be paid at the rate of 85% of the full-time classification start rate. Students will not receive wage increases above the start rate. Students will not be paid at overtime rates except as required under the Employment Standards Act. Students will be defined as those individuals actively working towards a degree, diploma or certificate on a full time or part-time basis. Additional staff will only be called in to work when the number of full-time employees on shift drops to one full-time employee and a replacement has to be brought in for the absent full-time employee.

**Article 44 – Hours of Work – Cont’d**

8. As per Clause 15.01 (b), all full-time employees shall receive forty-eight (48) hours of casual sick leave on January 1st of each year. An employee who has to use casual sick time can use the forty-eight (48) hour bank as they see fit, but any excess casual sick time beyond forty-eight (48) hours will either be without pay or accumulated lieu time or vacation time.

9. As per Article 17, an employee who requires bereavement leave will be paid on the basis of eleven and one half (11.5) hours for each day on bereavement leave which is a regularly scheduled day of work. It should be noted that an employee only receives paid bereavement leave and/or funeral leave. Bereavement leave starts immediately upon notification by the employee to the Supervisor and may be without pay if the employee is on his days off.

44.05 (a) Effective January 1, 2019 the hours of work for Truck & Coach/Automotive Technician will be five (5) eight (8) hour shifts each week, Monday through Friday inclusive, followed by two (2) consecutive days off as follows:

Between 6:00 a.m. to 4:30 p.m. with 1/2 hour unpaid lunch break;

4:00 p.m. to 12:00 Midnight with 1/2 hour paid lunch break;

NOTE: FOR SUMMER SCHEDULE (VICTORIA DAY TO LABOUR DAY) 8:00 A.M. TO 4:30 P.M.

Scheduling of Truck & Coach/Automotive Technicians Hired Prior to February 1, 2014

A maximum of two (2) Truck & Coach/Automotive Technicians will be scheduled five (5) consecutive eight (8) hour shifts each week from 6:00 a.m. – 2:30 p.m. with 1/2 hour unpaid lunch break, Monday through Friday inclusive, followed by two (2) consecutive days off.

A minimum of one (1) to a maximum of two (2) Truck & Coach/Automotive Technicians will be scheduled five (5) consecutive eight (8) hour shifts each week from 7:00 a.m. – 3:30 p.m. with 1/2 hour unpaid lunch break, Monday through Friday inclusive, followed by two (2) consecutive days off.

Truck & Coach/Automotive Technicians shifts will be posted once every four (4) months. Each sign-up will contain a minimum of two (2) shifts starting before 8:00 a.m. Employees will make their selection, in order of seniority, as to the schedule they desire. Copies of shift schedule will be made available (2) weeks prior to selection. Upon completion of the sign-up, a copy of the sign-up sheets will be provided to the Union.

The regular hours of work for any Truck & Coach/Automotive Technicians hired after February 1, 2014 will be five (5) consecutive eight (8) hour shifts, plus a one 1/2 hour unpaid meal break, followed by two (2) consecutive days off.

**Article 44 – Hours of Work – Cont’d**

- (b) Effective January 1, 2019 the regular hours of work for Lubricator employees will be eight (8) hours between 7:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of a one-half (1/2) hour unpaid meal break, followed by two (2) consecutive days off.

The regular hours of work for any Service Technician “B” or Lubricator hired after January 1, 2019, will be five (5) consecutive eight (8) hour shifts, plus a one 1/2 hour unpaid meal break, followed by two (2) consecutive days off.

- (c) Effective January 1, 2019 the regular hours of work for the Leadhand Truck & Coach/Automotive Technician employees will be eight (8) hours between 6:00 a.m. to 3:30 p.m. Sunday through Thursday, inclusive of a one-half (1/2) hour unpaid meal break. A qualified Truck and Coach/Automotive Technician may be assigned to acting Leadhand duties on Fridays and will be paid the Leadhand rate of pay.

**Article 45 - Statutory Holidays and Regular Days Off**

45.01 The Corporation recognizes the following twelve (12) Statutory Holidays, as proclaimed and generally observed together with any other Federally or Provincially proclaimed holiday.

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day or Queen's Birthday	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	New Year's Day
Labour Day	Family Day

In addition to the above, Schedule "B" employees except those holding the classification of "Service Technician" will be granted the one-half (1/2) day before Christmas Day and the one-half (1/2) day before New Year's Day as additional Statutory Holidays.

Employees holding the classification of "Service Technician" will receive one (1) additional day's pay on the last pay in November in lieu of the half (1/2) day before Christmas and the half (1/2) day before New Year's Day as additional Statutory Holidays.

45.02 Every employee with thirty (30) days or more continuous service with the Corporation prior to a Statutory Holiday will be paid at their appropriate rate of pay for each of the above-mentioned Statutory Holidays, and in addition, will be paid double (2X) time for time worked on the above-mentioned Statutory Holidays.

For the purposes of Article 45.02, Service Technician “C” will not be considered a shift worker.

#### **Article 45 - Statutory Holidays and Regular Days Off – Cont'd**

Shift workers will be required to work on a Statutory Holiday which falls on their regularly scheduled shifts unless otherwise informed by Management. Employees other than shift workers will not be required to work on a Statutory Holiday unless officially requested by Management to do so.

- 45.03 When any of the above-named Statutory Holidays fall on a Saturday or a Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday will be deemed to be the holiday(s) for the purpose of this Agreement other than for shift workers who will observe and be paid for the holiday on the day that it falls.
- 45.04 When any of the above-named Statutory Holidays fall on an employee's scheduled day off, the employee will receive another day off at a time agreed upon between the employee and the employer.
- 45.05 In order to be entitled to payment for a Statutory Holiday, an employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is ill, on authorized vacation or leave of absence.  
If an employee is absent on sick leave covered by the STD/LTD insured plan or on Workplace Safety and Insurance (WSIB), they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.
- 45.06 If an employee is required to work on a Statutory Holiday, days off in lieu of Statutory Holiday pay may be granted and allowed to accumulate up to five (5) days per calendar year to a maximum accumulation of (10) days, to be taken at times agreed upon between the employee and the Supervisor. When the required work is less than eight (8) hours, he will receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

#### **Article 46 - Overtime and Sunday Work**

- 46.01 Employees working standard eight (8) hour schedules will be paid at the rate of time and one-half (1½) for the first four (4) hours of overtime after a regular shift and double (2X) time after the four (4) hours up to the commencement of the next regular shift, and time and one-half (1½) for all hours worked on the sixth day of their regular work week, and double (2X) time for all hours worked on the seventh day of their regular work week.  
Unscheduled overtime for absence replacement may be for peak periods only.
- 46.02 In the event of a call out for an emergency after regular working hours, an employee will be paid four (4) hours at regular rates of pay or at his applicable overtime rate, whichever is the greater.



**Article 46 - Overtime and Sunday Work – Cont’d**

- 46.03 A meal allowance to a maximum of eight dollars and fifty cents (\$8.50) will be allowed when an employee is required to work unscheduled overtime in excess of two (2) hours beyond their normal shift and every five (5) hours thereafter.
- a) if meal is eaten at work site, paid time will be allowed;
  - b) if meal is eaten away from work site, all lost time, including transportation, will be absorbed by the employee.

**Article 47 - Shift Differential**

- 47.01 A shift differential of fifty-five cents (\$0.55) per hour will be paid for all hours performed on the evening shift and as described in 44.02 and 44.03, but will not be payable when the overtime rate is in effect.

Effective the first day of the third month following ratification of the collective agreement by both parties, a shift differential of seventy-five cents (\$0.75) per hour will be paid on all hours worked on a regular shift that starts between 4:00pm and midnight. Those covered under extended hours of service will be paid shift differential according to Article 44.04.

**Article 48 – Schedule “B” - General**

- 48.01 Short Term “Temporary” Vacancies/Transit Service Technician “A” The Corporation agrees to establish a list of ATU members to fill approved relief and/or temporary full-time Service Technician “A” vacancies. These employees will fill in as follows:
- i) For temporary service technician vacancies of up to thirty (30) calendar days or less, or;
  - ii) Until temporary vacancy is posted and filled in accordance with Article 14.01 (i.e. when it becomes known that the temporary vacancy will exceed thirty (30) calendar days it will be posted in accordance with the Article 48.02. Re: Full-Time Temporary Service Technician “A”).

When required, a notice will be posted seeking applicants for the relief list in the four (4) ATU lunchrooms for seven (7) working days. ATU members will be selected for the list, in accordance with Article 14.01. Selection from the list of approved applicants will be based on seniority. The Corporation will endeavor to minimize the payment of overtime, as a result of the transfer, for the Service Technician "A" vacancy.

If a selection cannot be made from the list, then the Corporation shall have the right to appoint a Relief Operator and/or a student to Relief Service Technician “A” vacancies. The Relief Operators and/or students will be used to fill the temporary vacancies as outlined above. Relief Operators and/or students will be terminated at the end of the temporary assignment and will not be covered under Article 27 – Layoffs and Rehires.

**Article 48 – Schedule “B” – General – Cont’d**

Relief Operators and/or students appointed to Temporary Service Technician “A” positions will be covered by the Collective Agreement and such Temporary employees will be paid at the appropriate rate of pay as per the applicable clauses and Letters of Understanding of the Collective Agreement.

When it becomes known that a sick or injured employee will not return to his or her position as a Service Technician “A”, and as per Article 11, the vacancy will be staffed; it will be posted and filled as a regular full-time vacancy in accordance with Article 14.01.

48.02 **Full-Time “Temporary” Service Technician “A”**

The Corporation may appoint persons to full-time temporary Service Technician “A” positions which will be covered by the collective agreement and will be paid at appropriate rates of pay and receive paid benefits. However, such employees will not accumulate seniority.

When it becomes known that a sick or injured full-time worker will not return to his or her position as a Service Technician “A”, and such vacancy must be filled, it will be posted as a regular full-time vacancy for a period of not less than seven (7) working days for bid by the employees.

The temporary employees will be terminated when the position is filled as a regular full-time vacancy, and will not be covered by the provisions of Article 27 – Lay-offs and Rehires. However, nothing shall prevent the temporary employee from applying for full-time vacancies. Transit Operators filling the temporary full-time vacancy will return to their former position when the position is filled as a regular full-time vacancy.

Where two (2) or more applicants meet the minimum qualifications as outlined in the Service Technician “A” position description, and have satisfactory work records, preference must be given to applicants who are full-time employees and A.T.U. members. If preference has been given to two (2) or more “full-time” A.T.U. members, seniority will govern.

48.03 **Truck and Coach / Automotive Technician / Auto Body & Collision Damage Repairer / Tire Wheel and Rim Mechanic / Lubricator Vacancies**

The Corporation will post a vacancy caused by a long term absence of fifteen (15) weeks or when it becomes known that the vacancy will exceed fifteen (15) weeks.

The position will be filled as “regular full-time” and the successful applicant will receive all the benefits of the collective agreement.

Should the employee whose absence caused the vacancy return to full working hours, the individual filling this posted position shall be terminated.

Note: This article is in no way is intended to restrict Management’s right to determine the need to fill a vacancy.

**Article 48 – Schedule “B” – General – Cont’d**

48.04 **Full-Time “Temporary” Storekeeper I and II**

The Corporation agrees to establish a list of a minimum of two (2) ATU members to fill relief Storekeeper I positions when a temporary vacancy occurs, which must be filled, for which the Corporation has been given forty-eight (48) hours’ notice. These employees will fill-in as follows:

- i) until such time as the temporary vacancy ends, or
- ii) until the temporary vacancy is posted and filled in accordance with Article 14.01, (when it becomes known that the temporary vacancy exceeds thirty (30) days it will be posted).

When required, a notice seeking applicants for the relief list will be posted in the four (4) ATU lunchrooms for seven (7) working days. ATU members will be selected for the list, in accordance with Article 14.01. Selection from the list will be on the basis of seniority. Overtime will not result during the transfer of individuals from the relief list to the Storekeeper I position.

An employee from the relief list will only be released if there is no interruption to Transit service and their work can be filled first at straight time or alternatively from the daily overtime list.

If a selection cannot be made from the list or there is less than forty-eight (48) hours’ notice, then the Corporation shall have the right to appoint Temporary employees in a Storekeeper I position for the duration of the absence in accordance with Article 48.04 ii) above. These Temporary employees will be used to fill the temporary vacancies as outlined above for the relief list. Temporary employees will be terminated at the end of the temporary assignment and will not be covered by Article 27 – Layoffs and Rehires. These temporary positions will be covered by the Collective Agreement and such Temporary employees will be paid at appropriate rates of pay and receive paid benefits.

In the event that both the Storekeeper I and II positions become temporarily vacant at the same time, both positions will be filled in accordance with the above-stated procedure, including the right to hire “Temporary” employees as outlined in paragraph #3.

When it becomes known that a sick or injured employee will not return to his or her position as a Storekeeper I or II, and such vacancy must be filled, it will be posted and filled as a regular full-time vacancy in accordance with Article 14.01.

**Article 49 - Protective Clothing**

49.01 All Maintenance personnel will be entitled to appropriate gloves, coveralls or shop coats, rubber boots, and rain-coats on an as-required basis.

**Article 49 - Protective Clothing – Cont'd**

49.02 Weather appropriate parkas will be supplied on September 1<sup>st</sup> of every fourth winter or on an "as required" basis due to damage incurred in the course of the employee's duties, at the discretion of Management.

49.03 Effective January 1, 2019, maintenance personnel will have the option of continuing to receive coveralls or shop coats on an as needed basis, as per Article 49.01, or receive a work clothing allowance.

Maintenance personnel must indicate to their supervisor, which option they will be selecting, by December 1<sup>st</sup> for the following year.

Once the option has been selected, staff will be unable to change their selected option until the following year.

For maintenance personnel opting to receive a work clothing allowance, the Corporation will reimburse each staff person, for the purchase of work appropriate clothing, up to a maximum of two hundred and seventy five dollars (\$275) per calendar year upon presentation of a receipt of purchase. Staff will have until January 31<sup>st</sup> of each year to submit receipts for their previous year's entitlement. A newly hired staff person, who opts to receive a work clothing allowance in the first calendar year of employment, will be entitled to a prorated benefit based on their date of hire.

Any amount unclaimed cannot be carried to the next calendar year's entitlement.

Employees working in temporary assignments will not be eligible to opt into the work clothing allowance.

**Article 50 - Tool Allowance**

50.01 Effective June 30, 2017, a tool allowance of six hundred dollars (\$600) per calendar year will be applicable when required to all employees holding the positions of Truck and Coach/Automotive Technician and Auto Body & Collision Damage Repairer.

Effective January 1, 2018, a tool allowance of seven hundred and fifty dollars (\$750) per calendar year will be applicable when required to all employees holding the positions of Truck and Coach/Automotive Technician and Auto Body & Collision Damage Repairer.

Effective January 1, 2019, a tool allowance of nine hundred dollars (\$900) per calendar year will be applicable when required to all employees holding the positions of Truck and Coach/Automotive Technician and Auto Body & Collision Damage Repairer.

50.02 The Corporation will supply a selection of necessary tools for the use of the Tire, Wheel and Rim Mechanic, Tire/Battery Technician "B", Service

**Article 50 - Tool Allowance – Cont'd**

Technician "A", Service Technician "B", Service Technician "C" and Lubricator as required.

50.03 The purchase of tools under the Tool Allowance by employees holding the above-mentioned positions will be subject to strict Management control and will be approved only on the recommendation of the Supervisor - Equipment or a duly authorized representative of Management.

50.04 **Trade License Fee Reimbursement**

The employer will reimburse the cost of the trade license membership fee for Truck and Coach/Automotive Technician classification, to a maximum of one hundred and twenty dollars (\$120) per year.

Effective January 1, 2019, the reimbursement for trade license membership fee will increase to a maximum of one hundred and thirty-five dollars (\$135) per year.

**Article 51 - Safety Shoes**

51.01 Safety shoes will be provided at the discretion of Management where required to a maximum of one (1) pair per year.

**Article 52 - Wages**

52.01 Employees who are at their maximum rate, performing duties on a temporary basis in a higher classification, will receive the next higher rate of pay for all hours worked in that classification, and employees working through their progression steps will not receive less than they were receiving prior to the appointment.

SCHEDULE "C"  
SETTING OUT THE PROVISIONS FOR HOURS OF WORK, EXCHANGE OF  
DUTIES, STATUTORY HOLIDAYS, OVERTIME, WORKING CONDITIONS,  
SENIORITY AND WAGE RATES RELATING TO  
OPERATOR-SPECIALIZED TRANSIT (OPERATOR)

**Article 53 - Hours of Work**

The normal work week for full-time Operators shall consist of five consecutive shifts of approximately eight (8) hours followed by two (2) consecutive days off.

An unpaid lunch break of not less than thirty (30) minutes shall be scheduled on all shifts of approximately five (5) or more hours.

Operators may be scheduled to report up to one-half (1/2) hour prior to or one half (1/2) hour following their original signed shift. Operators are required to complete their daily scheduled work. If an Operator is late completing their normal work schedule (e.g. traffic or train delays, etc.) they shall be paid 1.5X for the amount of time worked past their normal completion time. It is understood that the daily work schedule may exceed eight (8) hours.

It is agreed that all work must be performed and part-time Operators must be available as needed to perform the required work. If required, part-time Operators shall be assigned to work in reverse order of seniority.

The parties agree that given the highly specialized door-to-door service performed by the Corporation, and given the service provided by the Corporation requires that it have access to various properties, it is agreed that Operators may be required to pass through or work behind picket lines, provided that no Operator will be required to expose themselves or a user to unnecessary risks or danger.

**Article 54 – Exchanges of Duty and Shift Give Away**

54.01 An "Exchange of Duty" shall mean an exchange, between two (2) Operators, of part or all of any daily shift. An exchange of duty must be reciprocal with both pieces of work occurring in the same pay period. A "Shift Give Away" shall mean any part or all of a daily shift that is given from one Operator to another Operator (non reciprocal).

No Operator shall exceed 250 hours of "shift give aways" in any one calendar year.

1. Operators seeking to exchange/give away a shift shall complete an Exchange of Duty or Shift Give Away form as required.
2. The exchange/shift give away must be signed by both parties and authorized by the Controller prior to a party working the exchanged work.

**Article 54 – Exchanges of Duty and Shift Give Away – Cont’d**

3. The exchange of duty/shift give away shall not be considered approved until it has been signed off by the Controller and a copy of the signed off form has been given back to the Operators.
4. The approved exchange/shift give away becomes the responsibility of the Operator who signed to accept the work.
5. Operators will be paid only for the hours worked on an exchange/give away. No additional time shall be added.
6. Double shifts are not permitted.
7. The Corporation shall not incur any overtime as a result of approving any exchange of duty or shift give away.
8. Part-time Operators may accept a shift give away provided they are not obligated to be available for regular work on that day, or provided they have been released from that obligation by the Controller.
9. Where an Operator is giving away a shift and requesting to be paid out an accumulated day or vacation day, the time for the give away shall not be deducted from the 250 hour maximum allowable yearly give away hours.

**Article 55 - Statutory Holidays**

The Corporation recognizes the following twelve (12) Statutory Holidays

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

Every full-time Operator with thirty (30) or more days of continuous service with the Corporation prior to a Statutory Holiday shall be paid at a rate of eight (8) hours for each of the above mentioned Statutory Holidays. When a Statutory Holiday falls on the full-time Operators regular day off, a day off with pay, in lieu of the Statutory Holiday pay, shall be allowed.

In order to be entitled to payment for a Statutory Holiday, an Operator must have worked the working day immediately preceding the holiday and the working day immediately following the holiday, unless an employee is off on authorized leave other than provided for in Article 8 - Leave of Absence.

Accumulated lieu days shall be used when "booking off" under Article 59 and at times agreed upon between the Operator and the Supervisor.

Lieu time shall be considered to be included in the guarantee for the week in which the Statutory Holiday occurs.

If an Operator is absent on sick leave covered by the STD/LTD insured plan or on an approved Workplace Safety and Insurance (WSIB) claim,

**Article 55 - Statutory Holidays – Cont’d**

they shall be deemed to have been paid for the holiday, except where the holiday falls on what would be their regular scheduled off day.

If a full-time Operator is required to work on a Statutory Holiday, they shall receive pay for the day plus double time (2X) for all hours worked. An Operator may elect to accumulate a lieu day rather than receive pay for the day provided they do not accumulate more than five (5) lieu days per calendar year to a maximum accumulation of ten (10) lieu days to be taken at times agreed upon between the Operator and the Supervisor. When an Operator is required to work less than eight (8) hours on a statutory holiday, they shall receive their overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

**Article 56 – Overtime**

56.01 Overtime shall be paid to full-time Operators at the rate of time and one-half (1½) for all hours worked beyond their daily work schedule of approximately eight (8) hours.

Overtime not connected to regular shifts shall be offered first in order of seniority and on a rotating basis, to full-time Operators and then to part-time Operators. The Union shall be provided with a copy of the completed daily worksheet for their records. The Corporation agrees to meet with the Union as required to discuss any concerns with respect to the method of distribution of the overtime.

Every full-time Operator shall be paid at the rate of time and one-half (1 ½) for work performed on their regular day off.

In no event shall overtime be duplicated, compounded or pyramided.

**Article 57 - Premium for Instructors**

Operators who are appointed by the Manager or designate as instructors shall be paid one dollar (\$1.00) per hour for such time spent in training Operators.

**Article 58 - Sign-up Seniority**

A Seniority List shall be compiled such that each individual full-time Operator shall be placed in accordance with their full-time seniority date. Effective January 1, 2015, seniority for new Operators shall be on the first day of hire. Operators who were employed on January 1, 2014 shall maintain their seniority date as it was prior to January 1, 2014. When sign-ups are posted, each full-time Operator will choose their start time commencing with the senior Operator.

The Corporation shall keep up-to-date, separate seniority lists for full-time and part time Operators, and provide the Union, upon request, with up-to-



**Article 58 - Sign-up Seniority – Cont’d**

date copies of these lists, which shall also include the employee’s date of hire. These seniority lists shall be posted at the workplace.

- a) Seniority full-time begins the date of hire as a full-time employee.
- b) Seniority for part-time begins on the date of hire in the company.

Sign-ups shall be posted no later than thirty (30) days prior to when the sign-up will start. There shall be a maximum of three (3) sign-ups per year. Each sign-up shall be approximately four (4) months in length. Each full time Operator shall have an opportunity, on the basis of their seniority, to choose any start time remaining available on the sign-up. A schedule shall be posted where five (5) full-time Operators per day shall be scheduled to sign the sign-up. Operators shall sign within their allotted time or be superseded by the next Operator once it becomes their turn to sign.

The Corporation shall contact Operators who are on sick leave (STD, LTD, WSIB) and if necessary shall deliver the sign up to them to sign provided that the Operator is within City limits. Operators who are, at the time they are scheduled to sign the sign up, absent from the work place for any other reason shall be responsible to sign the sign up at their allotted time.

The Union shall receive a copy of the sign up no less than thirty (30) days to the sign up start and shall also receive an updated copy once the signing is completed. The start of each sign up and sign up dates shall be posted in a prominent place in the main Operators Lounge at the beginning of each year.

Shift schedules on the sign up shall be designed that Operators in order of seniority shall sign-up for their start time. However, start times each day may vary within one-half (1/2) hour of the start time posted on the sign-up as per requirements to fill the work. For example, if an Operator selects a 6:30 a.m. start time, that Operator may be scheduled between 6:00 a.m. and 7:00 a.m. depending on the needs of the business on any given day.

There shall be a minimum eight (8) hours rest between termination of one day’s work including overtime, and commencement of the next day’s work.

**Article 59 – Reporting Time**

59.01 Operators who fail to report at the appointed time shall forfeit work for that day but, if reporting in before noon, may be allotted other available work. Five (5) minutes grace shall be allowed. In case of emergency, Operators requesting to book off shall contact the Controller prior to their scheduled start time.

Operators shall be subject to disciplinary action as per the attached Letter of Understanding Re: Transit Operator Tardiness.

**Article 59 – Reporting Time – Cont’d**

The Corporation may approve booking off for reasonable cause if the request does not interfere with the efficient operation of the Division. Shifts shall be posted no later than 14:00 hours each day except in the case of emergency. Once the daily worksheets are posted, affected Operators shall be notified of any adjustments made after 14:00 hours. It is the responsibility of each Operator, after 14:00 hours each day, to check the daily work sheets to confirm their next day start time.

All Operators who have booked off duty for any reason shall book back on duty before 12:00 hours on the day prior to the day on which they are returning to duty.

**Article 60 – Guarantee**

60.01 Operators working exchange of duty days or shift give aways shall be paid at straight time rates when working in excess of forty (40) hours of their guarantee.

Full-time Operators are guaranteed forty (40) hours per week including paid time off. Operators who missed reporting for their shift or who are out of service through any other cause shall have that portion of missed duty reduced from the above guarantee.

**Article 61 – Equipment**

61.01 Operators should be made as comfortable as possible and bus equipped for safe and efficient operation. A punch shall be supplied to each Operator and shall remain the property of the Transit Division and be returned to the Division on retirement or termination of an Operator’s employment. Operators will be responsible for loss or undue damage to the punch and the replacement cost of the punch shall be deducted from the Operator’s regular pay cheque.

**Article 62 - Uniforms**

62.01 Every January 1<sup>st</sup> the Corporation shall provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as follows:

Uniform Clothing Item	Points (each item)
Pants	5 Points
Shorts	3 Points
Shirts	2 Points
Sweaters	5 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
Rain Jacket	10 Points
Parka or Winter Parka	15 Points
Footwear	15 Points

Maximum Footwear utilization is 15 points per year.

The following shall be the styles and colours of the Uniform:

**Article 62 – Uniforms – Cont’d**

- Pants and Shorts shall be Navy Blue, and will be casual, cargo or dress
- Shirts shall be a light blue, styles shall include long or short sleeve, golf or polo
- Sweaters shall be V-neck, or turtleneck and will be Navy Blue
- Jackets will be Navy Blue
- Socks must be black, blue, or white and must be worn
- Footwear must be steel-toed, black or brown, CSA approved and have no more than a one (1) inch heel
- All other accessories such as ties or scarves must be compatible with the rest of the Uniform
- Only Caps or toques approved by the Manager or Designate may be worn

The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired Operator enters into their first winter as an Operator, the Corporation, on a onetime only basis, shall supply each new Operator with a winter parka. From that point forward, winter parkas shall be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Operators who do not comply with the approved uniform may be subject to discipline and shall be sent home and be placed on a leave without pay until such time as they are in compliance.

Points not used by July 1 of each year will not be carried forward to the following year.

62.02 Effective January 1, 2019 and every January 1<sup>st</sup> thereafter the Corporation shall provide all Operators with forty-five (45) points for the purpose of selecting Uniform clothing items as follows:

Uniform Clothing Item	Points (each item)
Pants	6 Points
Shorts	3 Points
Shirts	2 Points
Sweaters	5 Points
Cap or Toque	1 Point
Light Spring Jacket	5 Points
Rain Jacket	10 Points
Parka or Winter Parka	15 Points
Footwear	15 Points

Maximum Footwear utilization is 15 points per year. Operators choosing to utilize points for footwear must allocate points for footwear by January 31 and will have until July 1 to purchase footwear and submit a receipt.

## **Article 62 – Uniforms – Cont'd**

The following shall be the styles and colours of the Uniform:

- Pants and Shorts shall be Navy Blue, and will be casual, cargo or dress
- Shirts shall be a light blue, styles shall include long or short sleeve, golf or polo
- Sweaters shall be V-neck, or turtleneck and will be Navy Blue  
Jackets will be Navy Blue
- Socks must be black, blue, or white and must be worn
- Footwear must be steel-toed, black or brown, CSA approved and have no more than a one (1) inch heel
- All other accessories such as ties or scarves must be compatible with the rest of the Uniform
- Only caps or toques approved by the Manager or Designate may be worn

The approved logo is required on all shirts, sweaters, sweatshirts, caps, toques, jackets and parkas.

Before a newly hired Operator enters into their first winter as an Operator, the Corporation, on a onetime only basis, shall supply each new Operator with a winter parka. From that point forward, winter parkas shall be procured through the point system as listed in the Collective Agreement.

Uniforms must be kept in good repair and be clean and presentable. Operators who do not comply with the approved uniform may be subject to discipline and shall be sent home and be placed on a leave without pay until such time as they are in compliance.

Points not used by January 31 of each year will not be carried forward to the following year.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

**RE: TRANSIT OPERATOR TARDINESS**

With respect to Transit Operators' tardiness and the steps to be followed which have been agreed to by the Executive Committee of A.T.U. and Transit Management.

The following procedure is to be followed regarding employee tardiness:

<b>OFFENSE</b>	<b>ACTION</b>
1 <sup>st</sup> Offense	Verbal warning
2 <sup>nd</sup> Offense	Consultation and a written warning
3 <sup>RD</sup> Offense	Consultation and one (1) day suspension
4 <sup>TH</sup> Offense	Consultation and three (3) day suspension
5 <sup>TH</sup> Offense	Consultation and five (5) day suspension
6 <sup>TH</sup> Offense	Will result in termination unless investigation indicates that other steps will result in satisfactory resolution of the problem.

Further that the time frame for the above steps be based on the following:

Upon each occurrence of lateness that occurs within three months of a previous occurrence the next step of the discipline procedure will be followed.

Should more than three months lapse between occurrences the discipline will revert back one step in the discipline procedure for each three months between occurrences.

**Example**

An employee who receives a three day suspension for his fourth offense would follow the following schedule of discipline for subsequent offenses:

A recurrence within three months of the last offense: Five day suspension.

A recurrence between three months and six months of the last offense: Three day suspension.

**RE: TRANSIT OPERATOR TARDINESS – Cont'd**

A recurrence between six months and nine months of the last offense: One day's suspension.

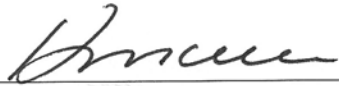
A recurrence between nine months and twelve months from the last offense: Written warning.

A recurrence over twelve months would be a verbal warning.


In the case of an employee who has received a five day suspension for a fifth offense that employee must serve a six month monitoring period during which any further offences may result in dismissal and subsequent to which the discipline will revert back one step as per the above schedule.

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019

FOR THE CORPORATION


  
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MAYOR

  
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CITY CLERKS

FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**

**RE: RELIEF OPERATORS**

Relief Operators will only be used to fill a vacancy and work assignment that can not be filled in the normal manner. The number of Relief Operators the Corporation may hire will be restricted to not more than 15% of the full time complement. This does not preclude the Corporation from hiring Relief Operators in excess of 15% with the agreement of the Union.

Relief Operators will not be allowed to “sign up or bid” on runs.

Relief Operators will become Union members in accordance with this agreement and subject to the dues deductions as per the agreed formula.

Relief Operators will receive the rate of pay in accordance with Schedule “A” Job Classification and wage rates established for Operators. After nine (9) months from the date of hire, Relief Operators will receive one dollar (\$1.00) per hour in lieu of fringe benefits.

Relief Operators will receive the following:

1. The normal Statutory deductions apply and include Canada Pension Plan (C.P.P.), Employment Insurance (E.I.), and Employee Health Tax (EHT).
2. Vacation pay entitlement (i.e. 4%) will be paid bi-weekly in accordance with the Employment Standards Act.
3. Nine (9) Statutory Holidays as listed below:
  - New Year’s Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day (December 26<sup>th</sup>)
  - Family Day

Statutory Holidays are subject to and in accordance with the qualifying provision of the Employment Standards Act.

The parties can agree to substitute another day for any of the Holidays listed above.

Payment for working any of the above Statutory Holidays will be in accordance with Employment Standards Act.

**RE: RELIEF OPERATORS – Cont’d**

Relief Operators will be provided with a Uniform through a point system as defined in Article 42. The Relief Operator will only be provided with a further Uniform entitlement if they work a minimum of six (6) months prior to January 31.

All new Relief Operators will be on probation for a period of fifteen hundred and sixty (1560) hours worked or nine (9) months whichever is the later, during which time the employee may be discharged for unsuitability.

Where there is an approved full-time Operator vacancy to be filled, the Relief Operator with the earliest date of hire will be offered the opportunity to fill the vacancy if the position has not been filled by an appointment within Schedule “B”.

Any probationary hours worked as a relief employee will be credited as time served towards the completion of the full-time probation period. (For the purposes of conversion, fifteen hundred and sixty (1560) hours worked equals nine (9) months.)

Relief Operators will only establish seniority following the successful completion of the probationary period, and having attained full-time status. The seniority date will be effective from the original date of employment in accordance with Article 5.

It is understood that Relief Operators are hired as a fill in workforce and must make themselves available a minimum of four (4) days per week inclusive of three (3) Saturdays a month. The Corporation has the sole discretion to determine the number of Relief Operators needed each day of the week and in order to maintain the appropriate level of staffing, days shall be blocked according to availability submitted at each step of the following process.

Starting with the Relief Operator, with the earliest date of hire, Relief Operators shall submit the selection of their four (4) weekly mandatory working days for the following month. The selection process will begin the 1<sup>st</sup> day of the previous month and any Relief Operator who has not selected their four (4) weekly mandatory days of work by the 20<sup>th</sup> day of the previous month will have their schedules set at Management’s discretion.

As per Article 31.01 Exchange of Duty, Relief Operators will be allowed to exchange duties with a full time Operator outside of their 4 mandatory days per week.

Relief Operators will not be guaranteed hours of work. However, hours of work will be distributed, as evenly as possible, to Relief Operators based on availability.

Relief Operators are on call for a period of thirteen and one-half (13 ½) hours from the time they first book on if assigned work and will have a maximum work day of thirteen and one-half (13 ½) hours.

There will be a minimum of eight (8) hours rest between the termination of one day’s work and the commencement of the next day’s work for Relief Operators.

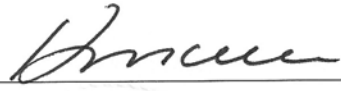


**RE: RELIEF OPERATORS – Cont'd**


All time worked in excess of forty-four (44) hours per week will be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019

FOR THE CORPORATION


  
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MAYOR

  
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CITY CLERKS

FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
**Hereinafter referred to as the “Corporation”**

**AND**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
**Hereinafter referred to as the “Union”**

**RE: ASSIGNMENT OF STATUTORY HOLIDAY HOURS FOR REGULAR OPERATORS AND SPAREBOARD OPERATORS**

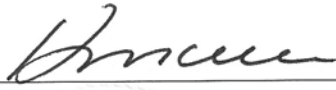
The Union and the Corporation agree to the assigning of work on a Statutory Holiday in the following order:

1. Regular Operators and Spareboard Operators who normally work on Sunday and the Statutory Holiday falls on their regular-scheduled workday, will be required to work on the Statutory Holiday (Sunday assignment with the exception of full-service Holidays).
2. The eligible Spareboard Operators will select in order of seniority starting with the most senior and the piece or pieces of work will total up to approximately eight (8) hours not withstanding relief points. It is understood that there may not be enough work available for all Spareboard Operators designated to work on the Statutory Holiday.
3. Once all Spareboard Operators who are designated to work have received their assignments as defined above, then the signed Operator Overtime Sheet will be used. All Spareboard Operators and regular run Operators may sign the overtime sheet to work on the Statutory Holiday and the work will be selected in order of seniority starting with the most senior from those Operators who have signed the Overtime Sheet. The assignments will be up to approximately eight (8) hours not withstanding relief points.
4. After the overtime list has been exhausted, part time Operators will be utilized until the available work has been assigned.
5. The overtime list will be taken down at 05:00 hours two (2) days prior to the statutory holiday.


**RE: ASSIGNMENT OF STATUTORY HOLIDAY HOURS FOR REGULAR OPERATORS AND SPAREBOARD OPERATORS**

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019

FOR THE CORPORATION


  
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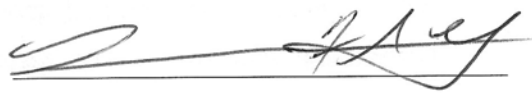
MAYOR

  
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CITY CLERKS

FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
**hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966**  
**hereinafter referred to as the "Union"**

**RE: SURVEILLANCE CAMERAS ON BUSES**

The Employer and the Union agree that the installation of surveillance cameras is intended to improve the protection and safety of employees and the general public, to reduce and deter incidents of vandalism or criminal activity, and for the protection of property and assets.

Cameras installed on the busses shall not be used for the purposes of performance management.

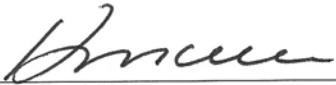
Employees who are observed and recorded by video technology engaging in conduct that is in violation of law and/or legislation are advised that such information may be used by the Corporation with respect to disciplinary action up to and including discharge.


A Video Surveillance Procedure establishing guidelines and procedures for the collection, use and disclosure of information will be communicated to all employees and will include the purpose for which the information will be used.

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019


FOR THE CORPORATION

FOR THE UNION

  
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MAYOR

  
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CITY CLERKS

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"**

**AND:**

**THE AMALGAMATED TRANSIT UNION, LOCAL 966  
hereinafter referred to as the "Union"**

**RE: PART-TIME OPERATOR – SPECIALIZED TRANSIT**

A part-time Operator is one, who having successfully completed the probationary period, usually works less than forty (40) hours per week. Part-time Operators must make themselves available a minimum of four (4) days per week inclusive of two (2) Saturdays and two (Sundays) per month. Part-time Operators must be available during all service hours on the days they have made themselves available.

There shall be a maximum of sixteen (16) part time Operators at any given time.

In order of seniority, part-time Operators shall submit availability as per the following:

The first five (5) senior part-time Operators shall submit their availability by the 15<sup>th</sup> day of the pervious month. The next five (5) senior Operators shall submit their availability by the 20<sup>th</sup> of the previous month. The remaining part-time Operators shall submit their availability by the 25<sup>th</sup> day of the previous month.

In order to maintain the appropriate level of staffing, days shall be blocked according to availability submitted at each step of the process. All time worked, excluding exchanges and give aways, in excess of forty-four (44) hours per week shall be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

Nothing herein shall be considered a guarantee of work. If shifts are still available, those shifts shall be assigned in reverse order of seniority regardless of availability.

Part-time Operators shall receive statutory holidays in accordance with the Employment Standards Act, replicating the “eligibility” requirement and “pay for the day” calculations.

Part-time Operators shall become Union members in accordance with this agreement and subject to dues deductions as per the agreed to formula.

Part-time Operators shall receive the rate of pay in accordance with Schedule “C” Job Classification and wage rates established for the Operator classification.

Effective January 1, 2015, vacation pay entitlement shall be paid bi-weekly in accordance with the Employment Standards Act.

**RE: PART-TIME OPERATOR – SPECIALIZED TRANSIT – Cont’d**

Part-time Operators shall be provided with a Uniform through a point system as defined by Article 62.

All new part-time Operators shall be on probation for a period of fifteen hundred and sixty (1560) hours worked, during which time the employee may be discharged for unsuitability.

When the Corporation determines that a full-time Operator vacancy exists the vacancy shall be offered to the part-time Operator with the earliest date of hire who is able to perform the duties of the position.

All probationary hours worked as a part-time Operator shall be credited as time served towards the completion of the full-time probation period. (For the purposes of conversion, fifteen hundred and sixty (1560) hours worked equals nine (9) months.)

A part-time Operator shall only establish seniority following the successful completion of the probationary period, and having attained full-time status. The seniority date shall be effective from the original hire date of employment in accordance with Article 5.

Part-time Operators shall not be guaranteed hours of work. However, hours of work shall be distributed in an equitable manner based on availability.

All time worked in excess of forty-four (44) hours per week shall be considered overtime and paid on the basis of one and one half (1 ½) times the regular rate.

A part-time Operator reporting for work who has not been advised not to report to work prior to arriving at work, shall be given work for at least three (3) hours at regular rates, or if no work is available, shall be paid three (3) hours at regular rates in lieu of work. This obligation shall not prevail when the Operator has not kept the Corporation advised of their address and telephone number.


SIGNED THIS 4TH DAY OF MARCH, 2019


FOR THE CORPORATION

  
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MAYOR

FOR THE UNION

  
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CITY CLERKS

  
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**SCHEDULE "A"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**TRANSIT OPERATORS**

The rate of wages for a fully qualified Operator will be in accordance with the following Schedule:

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>
<i>General Wage Increase</i>	1.50 %	1.60 %	1.65 %
<b>Classification</b>			
Training Rate (60% of 1 <sup>st</sup> 6 Months)	13.07	13.28	13.50
1 <sup>st</sup> 6 Months (80% of Thereafter)	21.78	22.13	22.50
2 <sup>nd</sup> 6 Months (90% of Thereafter)	24.50	24.89	25.31
Thereafter	27.22	27.66	28.12

Operators in training for the position of Operator will be paid sixty percent (60%) of the starting (1<sup>st</sup> 6 Months) Operator's rate from the commencement of training.

STUDENT RATE - 85% of full-time classification at full-time start rate.

\*During training an Operator – Conventional Transit will be paid the minimum wage established in the Employment Standards Act or the training rate above, whichever is greater.

**SCHEDULE "B"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**BUILDING & EQUIPMENT MAINTENANCE EMPLOYEES**

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>
<i>General Wage Increase</i>	1.50%	1.60%	1.65%
<b>Classification</b>			
Maintenance Electrician	30.46	30.95	31.46
Automotive Electrician	28.51	28.97	29.45
Truck and Coach/Automotive Technician	30.67	31.16	31.67
Lead Hand Truck & Coach/ Automotive Technician (105% Truck and Coach/ Automotive Technician)	32.20	32.72	33.25
Body Repairer Painter (Apprentice)			
Step 1	15.15	15.39	15.64
Step 2	18.03	18.32	18.62
Step 3	23.86	24.24	24.64
Step 4	26.87	27.30	27.75
Auto Body & Collision Damage Repairer	30.67	31.16	31.67
Tire, Wheel and Rim Mechanic	28.02	28.47	28.94
Tire /Battery Technician "B"	25.29	25.69	26.11
Storekeeper I	25.29	25.69	26.11
Storekeeper II	27.23	27.67	28.13
Lubricator- 1 <sup>st</sup> 6 Months (95% of Thereafter)	23.57	23.95	24.35



Lubricator -Thereafter	24.81	25.21	25.63
Bus Cleaner	17.99	18.28	18.58

STUDENT RATE - 85% of full-time classification at full-time start rate

**SCHEDULE "B"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**BUILDING & EQUIPMENT MAINTENANCE EMPLOYEES**

The rate of wages for employees engaged in Building and Equipment Maintenance will be in accordance with the following schedule.

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>
General Wage Increase	1.50%	1.60%	1.65%
<b>Classification</b>			
Service Technician "A" 1 <sup>st</sup> 6 Months (80% of Thereafter)	19.58	19.90	20.22
Service Technician "A" 2 <sup>nd</sup> 6 Months (90% of Thereafter)	22.03	22.38	22.75
Service Technician "A" Thereafter	24.48	24.87	25.28
Service Technician "B" 1 <sup>st</sup> of 6 Months (80% of Thereafter)	18.96	19.26	19.58
Service Technician "B" 2 <sup>nd</sup> 6 Months (90% of Thereafter)	21.33	21.67	22.03
Service Technician "B" Thereafter	23.70	24.08	24.48
Lead Hand Service Technician "A" (105% of Service Technician "A")	25.70	26.11	26.54
Service Technician "C" 1 <sup>st</sup> of 6 Months (80% of Thereafter)	20.56	20.89	21.23
Service Technician "C" 2 <sup>nd</sup> 6 Months (90% of Thereafter)	23.13	23.50	23.89
Service Technician "C" Thereafter (105% of Service Technician "A")	25.70	26.11	26.54

Service Technicians in charge of a shift will be paid five percent (5%) per hour over their regular rate of pay.

Service Technicians will be paid an additional ten cents (\$.10) per hour for seat repairs.

STUDENT RATE - 85% OF FULL-TIME CLASSIFICATION AT FULL-TIME START RATE.

**STUDENT RATES**  
**SCHEDULES "A", "B" and "C"**

The rate of wages for Student employees will be in accordance with the following schedule:  
STUDENT RATE: 85% of full time classification at full-time start rate.

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>
<b>Classification</b>			
Operator	18.51	18.81	19.13
Maintenance Electrician	25.89	26.31	26.74
Automotive Electrician	24.23	24.62	25.03
Truck & Coach/ Automotive Technician	26.07	26.49	26.92
Body Repairer Painter (Apprentice)			
Step 1	12.88	13.08	13.29
Step 2	15.33	15.57	15.83
Step 3	20.28	20.60	20.94
Step 4	22.84	23.21	23.59
Auto Body & Collision/ Damage Repairer	26.07	26.49	26.92
Tire, Wheel & Rim Mechanic	23.82	24.20	24.60
Tire /Battery Technician "B"	21.50	21.84	22.19
Storekeeper I	21.50	21.84	22.19
Storekeeper II	23.15	23.52	23.91
Lubricator	20.03	20.36	20.70
Bus Cleaner	15.29	15.54	15.79
Service Technician "A"	16.64	16.92	17.19
Service Technician "B"	16.12	16.37	16.64

**SCHEDULE "C"**  
**JOB CLASSIFICATION AND WAGE RATES**  
**OPERATORS – SPECIALIZED TRANSIT**

The rate of wages for a fully qualified Operator – Specialized Transit will be in accordance with the following schedule.

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>
General Wage Increase	1.50%	1.60%	1.65%
<b>Classification</b>			
Training Rate (60% of 1 <sup>st</sup> 6 months)	13.07	13.28	13.50
1 <sup>st</sup> 6 Months (80% of Thereafter)	21.78	22.13	22.50
2 <sup>nd</sup> 6 Months (90% of Thereafter)	24.50	24.89	25.31
<b>Thereafter</b>	<b>27.22</b>	<b>27.66</b>	<b>28.12</b>

Operators in training for the position of Operator will be paid sixty percent (60%) of the starting (1<sup>st</sup> 6 Months) Operator's rate from the commencement of training.

STUDENT RATE - 85% of full-time classification at full-time start rate.

\*During training an Operator – Conventional Transit will be paid the minimum wage established in the Employment Standards Act or the training rate above, whichever is greater.

**LETTER OF UNDERSTANDING**  
**BETWEEN THE**  
**CORPORATION OF THE CITY OF THUNDER BAY**  
**AND THE**  
**AMALGAMATED TRANSIT UNION, LOCAL 966**

**RE: EXCESS HOURS OF WORK**

In order to address the requirements of the Employment Standards Act the parties agree that:

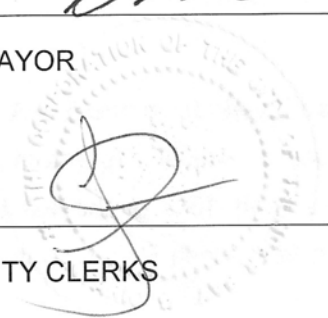

- In accordance with Section 17 of the Employment Standards Act, 2000 and subject to approval by the Ministry of Labour, the parties agree that the hours of work for all employees in the Amalgamated Transit Union, Local 966 bargaining unit will not exceed seventy (70) hours per work week.
- A work week is defined as Sunday to Saturday.
- If the offering of an extra straight or overtime shift will result in an employee exceeding seventy (70) hours per week maximum, that employee will be bypassed in the offering of such a shift and the Union agrees that this shall not be considered a violation of the Collective Agreement.
- All other hours of work and overtime entitlements will be in accordance with the Collective Agreement.

SIGNED THIS 4<sup>TH</sup> DAY OF MARCH, 2019

FOR THE CORPORATION

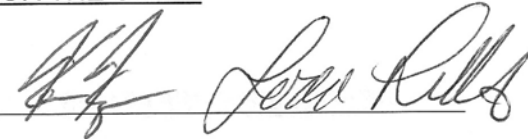
  
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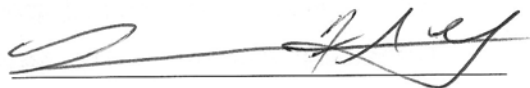
MAYOR

  
  
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CITY CLERKS

FOR THE UNION

  
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